

**WELLINGTON DOWNS
HOMEOWNERS ASSOCIATION, INC.**

RULES

AND

REGULATIONS

ENFORCEMENT

Enforcement of these rules, as well all rules officially approved by the HOA Board of Directors, shall be in accordance with the procedures set forth by the covenant compliance committee, as approved by HOA Board of Directors.

**THESES RULES AND REGULATIONS MAY BE ADDED TO,
AMENDED, OR REPLACED AT ANY TIME BY THE HOA BOARD OF DIRECTORS.**

July 1, 2007

WELLINGTON DOWNS HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS
GENERAL

These Rules and Regulations are designed for the mutual benefit of all Owners. All Rules and Regulations shall apply to and be binding upon all Owners. Notwithstanding the foregoing, the Rules and Regulations shall not apply to Declarant or Declarant agents, employees or subcontractors or to Lots or Homes owned by Declarant until they are conveyed to Owners.

1. **Responsibility.** With respect to compliance with the Rules and Regulations, a property owner shall be held responsible for the actions of his or her family members, guests, invitee, tenants, contractors and other persons for whom he or she is responsible, as well as for the actions of persons over whom he exercises control and supervision.
2. **Observance of Laws.** All applicable laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction relating to the Association Property or any Lot or Home shall be corrected by, and at the sole expense of, the responsible property owner and as appropriate, the violator.
3. **Improper Use.** No improper, hazardous or unlawful use shall be made of the Association Property or any Home or Lot.
4. **Nuisances.** No obnoxious activity shall be carried on at any Home or Lot or in or about any portion of the Community. Nothing shall be done which may be an unreasonable annoyance or a nuisance to any other Owner or which interferes with the peaceful possession or proper use of the Homes or the surrounding areas. Nothing shall be done within the Association Property or any Home or Lot which tends to cause embarrassment, discomfort or unreasonable annoyance or nuisance to any property owner or his or her family members, guests, invitee and tenants using any portion of the Community.
5. **Disturbance.** No loud noises or noxious odors shall be permitted. None of the following shall be located, used or placed on any Lot or inside any Home, or exposed to other Owners without the prior written approval of the Board of Directors (the "Board"): (a) horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes); (b) noisy vehicles or off-road motor vehicles; or any items which may unreasonably interfere with television or radio reception. Owners shall not operate radios, televisions, musical instruments or any other noise producing items at times or at volume levels which shall disturb others at any Time, Days or Night, Weekdays or Weekend.
6. **The Association.** May levy reasonable fines, not to exceed \$100.00 per violation, against any member or any tenant, guest or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000.00 in the aggregate unless otherwise provided in the governing documents. A fine shall not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the nonprevailing party as determined by the court.

A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended an opportunity for a hearing before a committee of at least three members appointed by the Board who are not officers, directors or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

7. **Revocation.** Any waivers of the Rules and Regulations and/or consents or approvals in violation of the Rules and Regulations given by the Board shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless set forth in writing by the Board.
8. **No Amendment.** The Rules and Regulations contained in this document do not amend any provision of the Declaration. In the event of conflict between the two, the provisions of the Declaration shall prevail.
9. **Further Amendment.** The Board reserves the right to amend, clarify or alter these Rules and Regulations at any time.

WELLINGTON DOWNS HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS
ADDITIONS AND ALTERATIONS

As provided in the Declaration, no owner shall make any improvement, addition or alteration to his or her Lot or the exterior of his or her Home without the prior written approval of the Architectural Review Board ("ARB"). All requests for ARB approval of any Improvement (as defined below) must be on the form designated for this purpose by and available from the Association. No changes shall be commenced until such time as the property owner is in receipt of the written approval from the ARB.

ARCHITECTURAL REVIEWS BOARD ("ARB"):

All exterior improvements, paint colors, additions, modifications, decorations, or alterations to the Lot or Home (the "Improvement") shall be reviewed by and have written approval given by the ARB.

The ARB shall require the submission of plans and specifications showing the materials, color, structure, dimensions and location of the proposed improvement in sufficient detail to assure compliance with any criteria established for approvals. Submissions should also be accompanied by justification or reasoning for the improvement. Notwithstanding any criteria established, the ARB shall in its discretion determine whether the improvement shall be in harmony with or detrimental to the appearance of the community.

The ARB shall approve or disapprove the request within 30 days from receipt of all requested submission's plans and materials. In the event the ARB fails to approve or disapprove a request in writing within 30 days of receipt, unless a request is specifically deferred, the request shall automatically be deemed approved. The ARB shall employ the following minimum criteria for approval or rejection of requests:

- (i) Uniformity of type and design in relation to similar improvements.
- (ii) Comparability of quality of materials as used in existing improvements.
- (iii) Uniformity with respect to color, size and location.
- (iv) Consistency with municipal requirements.

If approved by the ARB, all construction shall be subject to the Rules and Regulations and any applicable government laws, statutes, ordinances, rules and regulations, including obtaining all proper permits.

WELLINGTON DOWNS HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS
ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS

Without limiting the generality of the criteria included on Page 3 of these Rules and Regulations and without curtailing the right of the ARB or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines will be considered when evaluating requests for improvements. Note that, even in the event of strict compliance with the following guidelines, prior written approval from the ARB will be required for each and every of the following items:

1. **Painting**. The painting, staining or varnishing of the exterior of the Home, including doors and garage doors, may be approved only if the colors and style are consistent with existing improvements. Declarant original paint color schemes provided to its original purchasers will be the basis for determining consistency with existing improvements.
2. **Metal or Aluminum Roofs**. Metal or aluminum roofs will not be permitted.
3. **Temporary Structures**. **No tents**, trailers, shacks, utility sheds or other temporary buildings or structures will be constructed or otherwise placed on a Lot.
4. **Antennas**. No antenna, microwave receiving devices, aerials or ham radios shall be placed or erected on any Lot, within any Home or upon any other portion of the Community, except to the extent applicable law requires the Association to permit any such device, in which case such improvement shall be subject to all of the other requirements of the Declaration, the Rules and Regulations and the ARB to the maximum extent permitted by law. Satellite dishes may be approved if reasonable in size (such as 18" diameter), location and effectiveness with respect to concealing their appearance from adjacent lots and rights of way.
5. **Driveways**. Approval for the widening of driveways may be considered if the width shall be no wider than the outside width of the garage. Approval for the refinishing of driveways with brick pavers may be approved only if the colors and textures are consistent with existing improvements and the Home Owner assumes the responsibility for continued maintenance. Declarant original brick paver schemes provided to its original purchasers (on either an optional or standard basis) shall be the basis for determining consistency with existing improvements.
6. **Above Ground Swimming Pools**. Above ground swimming pools shall not be permitted.
7. **Conversions of Garages**. Conversions of garages to air-conditioned space shall not be permitted.
8. **Exterior Lighting**. Except for seasonal decorative lights, which may be displayed between Thanksgiving and January 31 only, all exterior lights must be approved by the ARB.

WELLINGTON DOWNS HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS
MAINTENANCE AND APPEARANCE OF HOMES

1. **General.** Each Owner will keep and maintain his Home and Lot in good order, condition and repair, and will perform promptly all maintenance and repair work within his Home and Lot which, if omitted, would adversely affect the community, other owners or the association. Maintenance obligations are more fully defined in the Declaration.
2. **Personal Property.** The personal property of an owner will be stored inside his or her home or garage and not be visible to surrounding neighbors or from association property.
3. **Hurricane Season.** Each property owner who plans to be absent from his or her home during the hurricane season will prepare his or her Home and Lot prior to departure by removing all furniture, potted plants and other movable objects, if any, from the covered patio or screen enclosure area and from the outside of the Home. The owner will also designate in writing to the board a responsible person or individual satisfactory to the Association to care for the Home and Lot should it suffer hurricane damage.
4. **Hurricane Shutters.** No hurricane shutters will cover window or door openings except during periods of a hurricane watch or hurricane warning as defined by The National Weather Services that impacts the community. In that regard, an owner will not be allowed to leave shutters attached to his or her Home during periods which the owner is away from his or her Home. If an owner installs shutters on his or her Home during the hurricane watch or hurricane warning as defined by The National Weather Services, that owner must either a) return to his or her Home at the lifting of the hurricane watch or hurricane warning and remove the shutters from the Home or b) make within 72 hours arrangements for another individual to remove the shutters from his or her Home upon the lifting of the hurricane watch or hurricane warning. Accordion, roll-up and awning type shutters will be permitted on window or door openings which are surrounded by stucco trim band or on the front elevation of a Home. The installation of hurricane shutters, other than those provided by Declarant, if applicable, will require ARB approval.
5. **Window Decor.** Window treatments (drapery, blinds, decorative panels or other tasteful window coverings) are permitted. No newspaper, aluminum foil, sheets or other temporary window treatments are permitted.
6. **Outdoor Furniture.** Outdoor furniture will be permitted only in the rear yard or in a front court yard of a property Lot, provided the owner assumes the responsibility of maintenance, including the control of mildew, rust wood rot and deterioration of equipment components.
7. **Air Drying.** No linens, cloths, clothing, curtains, rugs, mops, laundry of any kind or other articles will be hung dried and aired from any window, door, fence, or balcony in such a way as to be visible to any other Owner.
8. **Basketball Hoops.** Temporary or mobile basketball hoops will be permitted provided that they are located such that the base and rim are entirely within the Lot and not in the right-of-way bounding the Lot.
9. **Additional trees,** shrubbery, or landscapes are permitted to be planted on the property with the prior written consent of the ARB. All hedges will follow the fence setbacks and height limits established for fences.
10. Each owner will keep and maintain his Home in good, condition and repair, and will perform promptly all maintenance and repair work within his or her Home and Lot which, if omitted, would adversely affect the Community.

**WELLINGTON DOWNS HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS
TRASH AND OTHER MATERIALS**

1. No rubbish, trash, garbage, refuse, tree limbs, grass clippings, hedge trimmings or other waste material ("Trash") will be kept or permitted on the Lots or Association Property except in sanitary self-locking containers located in appropriate areas.
2. All trash required to be placed at the front of a Lot in order to be collected, may not be placed at front of the lot before the scheduled day of collection, any trash containers will be removed after a pick-up on the day of collection, and stored out of sight from the street. Also remember this is a zero lot property. Do not store your trash can at the side of the other property.
3. No stripped-down vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse or trash will be stored or allowed to accumulate on any portion of the Community.
4. Each owner or (renter) will regularly pick up all trash around his Home and Lot.

WELLINGTON DOWNS HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS
PARKING AND VEHICULAR RESTRICTIONS

1. Parking will be permitted only on driveways and inside garages. No parking on the streets or swales is permitted.
2. Of parked on driveways, vehicles will not obstruct traffic on the streets.
3. Only vehicles belonging to authorized persons actively using the Recreation Area are permitted to be parked in the parking spaces. The parking spaces in the Recreation Area will not be utilized for parking other than during periods of use of the Recreation Area by the vehicle's owner.
4. No vehicle or other possessions belonging to an owner or to an owner's family member, guest, invitee or tenant, will be positioned in such a manner as to impede or prevent ready ingress or egress to another Owner's driveway.
5. No overnight parking of boats or any other aquatic equipment is allowed unless within the garage of the Home and with the garage door closed.
6. No trailer, camper, bus, commercial truck, commercial van, mobile home, motor home, trailer coach, tractor or similar equipment will thereafter be permitted to remain upon any lot, unless placed or maintained within an enclosed garage.
7. No repairs of vehicles will be made within the Community unless the repairs take less than twenty-four hours. The only exceptions to the preceding will be (a) emergency repairs or (b) repairs made within the garage of the Home and with the garage door closed.
8. Disposal of drained automotive fluids is not allowed within the Community.
9. All vehicles will be kept in proper operating condition so as not to be hazards or a nuisance by noise, exhaust, emission, appearance or other wise.
10. No owner will keep any vehicle on the Lot which is deemed to be a nuisance by the Board.
11. No owner will perform restoration of any motor vehicle, boat or other vehicle within the Community unless done within the garage of the Home and with the garage door closed.
12. Car washing will be permitted only on an owner's driveway.
13. Owners will maintain a current registration and all required insurance coverage's for all vehicles parked within the community.
14. Vehicles which cannot operate under their own power and/or which remain within the Community for more than seventy-two hours will be towed at the owner's expense, unless parked inside the owner's garage.
15. Parking spaces at the front of the community are not overnight parking of any property owner or (renter) private parking spaces. A special permit will be available at the Board OF Director discretions.
16. The Board will make a reasonable attempt to give notice to the owners of offending vehicles. If such vehicles are not removed or if the violation is not corrected, the Board may have the offending vehicle towed at the expense and risk of the owner of the vehicle.

WELLINGTON DOWNS HOMEOWNERS ASSOCIATION, INC.
PETS RULES AND REGULATIONS

1. House pets are permitted subject to the guidelines contained herein. House pets will include dogs, cats, caged domesticated birds, hamsters, gerbils, guinea pigs, aquarium fish, small snapping turtles and tortoises, domesticated rabbits and pets normally maintained in a terrarium or aquarium. The Board may determine, in its discretion, a maximum number of pets per household, not to be more than three.
2. Notwithstanding the foregoing, breeding of any animals or pets, including house pets, or any other keeping of pets for any commercial purpose whatsoever within the community is prohibited.
3. Pet owners are responsible for any property damage, personal injury or disturbance which their pet may cause or inflict. Each owner who determines to keep a pet agrees to indemnify the Association and hold the Association harmless against any loss or liability of any kind or character whatsoever arising from or growing out of his having any animal in the Community.
4. Pets will not be left unattended outside the Home. No pet will be kept tied up outside of a Home or in any covered or screened porch or patio, unless someone is present in the Home.
5. All dogs and cats will be walked on a leash and in full control by their owners at all times. Any pet will be carried or kept on a leash when outside of a Home or outside of a fenced-in area.
6. Any solid animal waste will be immediately picked up and removed and will not be deposited on or within the Association Property.
7. All pets will have and display, as appropriate, evidence of all required registrations and inoculations and the name and address of its owners.
8. If any pet becomes a nuisance or disturbance to the owners by barking or otherwise, the owner of the pet will cause the problem to be corrected. If the problem is not corrected, then the owner, upon written notice from the Association, will be required to dispose of the animal.
9. No owners will inflict or cause cruelty upon or in connection with any pet.

WELLINGTON DOWNS HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS
LEASING OF HOMES

1. All leasees would be required to pay an **Application Fee of \$100.00** Which may include a Personnel and Rental screening process. Any potential Leasees will be required to meet with the HOA Board of director Members. By Failure to comply with this rule a fine to the lot owner **will be imposed according to the Florida Statutes.**

2. All leases will provide that the right of the tenant to use and occupy the Home and the Association Property will be subject and subordinate in all respects to the provisions of the Documents and the Rules and Regulations.

3. All leases will provide for a minimum lease term of six months. **No more than two lease agreements in a twelve month period is allowed.**

4. The Owner of a leased Home will be jointly and severally liable with his or her tenant for compliance with the Association Documents and the Rules and Regulations and to the Association to pay assessments and/or any claim for injury or damage to persons or property caused by the acts or omissions of the tenant. Owner and tenant are held responsibly.

WELLINGTON DOWNS HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS
GENERAL USE OF ASSOCIATION PROPERTY AND RECREATION AREAS

1. Responsibility:

- a. With respect to the use of Association Property, including the Recreation Area, an owner will be held responsible for his or her actions and conduct and that of his family members, guests, invitees and tenants. Decorum, good conduct and safety will be observed and will be strictly enforced.
- b. Any damage to Association Property, including the Recreation Area or equipment therein, which is caused by any owner or family member, guest, invitee or tenant of the owner will be repaired or replaced at the expense of the owner.
- c. The use of the Recreation Area by persons other than an owner or the family members, guests, invitee or tenants of the owner is strictly prohibited and will be at the risk of those involved and not, in any event, the risk of the Association or its manager.
- d. The Association will not be responsible for any personal injury or any loss or damage to personal property at the Recreation Area regardless of where such property is kept, checked, left or stored on the premises.
- e. All guests and residents must conform to all rules and regulations. To encourage compliance, those who violate the rules will be subject to fines or other penalties.
- f. Reimbursement of repair costs may be required if the resident, family or guest has destroyed, harmed or stolen property belonging to the Association.

2. General Use Restrictions:

- a. The Recreation Area will be solely for the use of the owners and their family members, guests, invitee and tenants, subject to the provisions of the Association Documents.
- b. Any use of the Recreation Area, the Tennis Courts, or any other portion of Association Property for any private use will be submitted for prior written approval to the Board or its manager. For this purpose, "private use" will include, by way of example but not limitation, any of the following: private lessons (such as tennis lessons or swimming lessons), group lessons, instructional classes, aerobics classes, weight training instruction, exercise classes (including karate or other martial arts classes), social meetings, fraternal meetings, political meetings, religious group meetings, parties, socials, barbecues, seminars, educational classes, and motivational speakers without prior written approval by the Board of Directors.
- c. Residents will accompany and remain with their guests, invitee and tenants to the Recreation Area.
- d. Pets will not be permitted in the Recreation Area. With the exceptions of seeing Eyes dogs or other disability accommodations.
- e. The walkways and entrances of the Recreation Area and facilities will not be obstructed or used for any purpose other than ingress and egress.

3. Cleanliness:

- a. It is prohibited to litter or cause debris to be put in any of the Association Property, including the Recreation Area. Owners, their family members, guests, invitee and tenants will cause to be removed or disposed of all rubbish, garbage, trash, refuse or other waste materials generated during their respective use within any recreational facilities or other Association Property.
- b. No personal articles will be allowed to stand overnight in any of the Association Property.
- c. No garbage cans other than those provided by the Association, supplies, waters bottles or other articles will be placed or left within the Association Property, including the Recreation Area.
- d. In accordance with Florida Law, smoking is **NOT** permitted inside any of the clubhouse building at any time. Smoking is only permitted at designated areas outside of the clubhouse buildings.

ALL CLUBHOUSE FACILITIES ARE USED AT YOUR OWN RISK

WELLINGTON DOWNS HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS
RULES FOR THE SWIMMING POOL AREA

1. Pool Area Use:

- a. Their **WILL BE NO LIFEGUARD ON DUTY. ALL PERSONS USING THE POOL DO SO AT THEIR OWN RISK.** The Association and its Board assume no responsibility for any accident or personal injury or for any loss or damage to personal property arising out of or in connection with the use of the pool and/or the pool area. Persons using the pool area agree not to hold the Association or the Board liable for actions of any nature occurring within the pool or pool area.
- b. Pool hours are from Dawn to Dusk, but in an event no later than 9:00 p.m. Outdoor recreation lights will be turned off no later than 9:00 p.m. No use prior to 8:00 a.m. will be allowed which is deemed disruptive to the peaceful enjoyment of those residents living in close proximity to the pool area.
- c. All persons fourteen (14) years of age or younger will be accompanied by an Owner or supervising adult over the age of twenty-one (21).
- d. Wheelchairs, strollers and child waist and arm flotation devices will be permitted in the pool area. No rafts and similar flotation devices will be permitted in the pool area.

2. Code of Conduct for the Pool Area:

- a. No indecent or inappropriate attire allowed. Children wearing diapers, must wear approved swim diaper while in the pool.
- b. No intoxicants will be permitted in the pool area
- c. No roller skates, skateboards, roller blades, bicycles, scooters, balls of any kind, scuba equipment, swimming fins and other play, or exercise equipment will be permitted in the pool or pool area.
- d. No running, rough play, profane language, diving or jumping in the pool will be permitted.

3. Health and Safety Considerations:

- a. All users will shower before entering the pool.
- b. No soaps or shampoos will be used at the pool side shower.
- c. Persons wearing bandages or having colds, coughs, inflamed eyes, infections or open sores will not use the pool.
- d. No glass containers or other breakable objects will be permitted in the pool area.
- e. All belongings will be removed when the user is leaving the pool area. The Association and its Board will not be responsible for any belongings lost or stolen.
- f. All rubbish, garbage, trash, refuse or other waste materials will be placed into containers around the pool area provided for this purpose or removed from the pool area.

g. A three (3) foot walking area will be maintained around the pool at all times. Additionally, walking areas around and through the pool area will not otherwise be blocked.

h. In accordance with health department regulations, no food, drink or animals are permitted in the pool or on the pool deck.

4. Uses of pool furniture and equipment:

a. Pool furniture will not be removed from the pool area.

b. Pool furniture will not be reserved for anyone not in the pool area.

c. Pool furniture and equipment will not be modified, altered or changed in any manner.

d. Towels will be placed on pool furniture when in use.

5. Use of the pool area will also be governed by all other applicable Rules and Regulations adopted by the Board, including but not limited to those concerning the "General Use of Association Property and Recreation Area".