



Wellington Edge
c/o Triton Property Management
10851 Forest Hill Blvd.
Wellington, FL 33414
561-790-6944

Sales Lease Application Instructions/Checklist

Please return the completed package to the Triton Office for processing.

A complete package includes:

- A Sales/Lease Application - the remainder of this package
- Fully executed Sales/Lease Contract
- Copy of driver license(s)
- \$150.00 Background Screening Fee (non-refundable) per applicant (unless married or dependent) made payable to **Triton Property Management**
- An additional \$125.00 non-refundable application fee per applicant (unless married or dependent) made payable to **Wellington Edge Property Association**
- Copy of vehicle registration(s) and all vehicles to be parked on the property
- Copy of Purchase Agreement or Executed Lease
- Note international backgrounds are an additional cost

This Sales/Lease Application, along with all information and materials requested therein must be completed and mailed or dropped off at the Triton Property Management office **at least twenty (20)** days prior to the expected closing date. A sale is not effective without prior written approval by the Board. Board Approval is required prior to occupancy. If necessary, an additional \$100 fee will be charged for rush applications.

Additional Requirements: Rental Property Requirements – Village of Wellington

- Wellington's Code of Ordinances 2014-31 requires property owners who lease or rent residential dwelling units to obtain a valid Business Tax Receipt (BTR).
- In addition, applicants are required to comply with Wellington's Land Development Regulations' definition of "Family" when leasing or renting the property. For more information, please go to: www.wellingtonfl.gov/1046/Rental-Properties

Applications will not be accepted via fax or email. If an application is submitted incomplete, it will not be accepted or processed until all the required information is received. Applications must be printed one sided; two sided applications will not be accepted. **Please return this completed application, along with payment to this address:**

**Triton Property Management
10851 Forest Hill Blvd.
Wellington, FL 33414
weadmin@tritoncam.com**

Application for purchase or lease

Date of Application: _____

Address to be Purchased or Leased: _____

Current Owner: _____ Phone # _____

Current Owner Email: _____

Closing Date: _____ OR

Lease Term from _____ to _____

Applicant Name(): _____

Phone: _____

Email: _____

Co Applicant Name: _____

Co: Applicant Phone _____

Co Applicant Email: _____

Email: _____

Real Estate Agent: _____

Phone _____

Email: _____

APPLICANT(S) INFORMATION

Name: _____ Date of Birth: _____

Spouse' Name: _____ Date of Birth: _____

Other adult occupants: _____ Date of Birth: _____

Relationship: _____

Other adult occupants: _____ Date of Birth: _____

Relationship: _____

Children:

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

PETS:

Name _____ Type _____ Breed _____ Color _____ Weight _____ Age _____

Name _____ Type _____ Breed _____ Color _____ Weight _____ Age _____

Please provide vaccination records from your veterinarian for all pets and service animals, and this applies to purchases and leases.

Also, if the applicants are residents of Palm Beach County, we will need proof that the animal is registered with the county and must provide a rabies license/tag per county ordinance. Please refer to Palm Beach County Code of Ordinances – Chapter 4 Animals.

IN CASE OF EMERGENCY CONTACT:

Name _____ Phone _____

Name _____ Phone _____

RESIDENCE HISTORY

Present address: _____

Own or Lease From: _____ To _____
Month/Year Month/Year

Present Landlord if leasing: _____ Phone: _____

Previous address: _____

Own or Lease From _____ To _____
Month/Year Month/Year

Previous Landlord if leased: _____ Phone: _____

EMPLOYMENT HISTORY

Employed by: _____ Income: \$ _____

Address: _____

Position: _____ Length of employment: From _____ to _____
Month/Year Month/Year

Phone: _____

Military Status: Active? Yes No

SPOUSE EMPLOYMENT HISTORY

Employed by: _____ Income: \$ _____

Address: _____

Position: _____ Length of employment: From _____ to _____
Month/Year Month/Year

Phone: _____

Military Status: Active? Yes No



Wellington Edge

DWELLING LIVE

Resident/Visitor Management System Information

ADDRESS: _____

RESIDENT: _____
FIRST NAME LAST NAME

RESIDENT: _____
FIRST NAME LAST NAME

RESIDENT: _____
FIRST NAME LAST NAME

PHONE: _____ PHONE: _____

EMAIL: _____ EMAIL: _____

FOR OFFICE USE ONLY

VEHICLE 1: _____
MAKE MODEL COLOR YEAR LICENSE PLATE RFID DECAL

VEHICLE 2: _____
MAKE MODEL COLOR YEAR LICENSE PLATE RFID DECAL

VEHICLE 3: _____
MAKE MODEL COLOR YEAR LICENSE PLATE RFID DECAL

KEYFOB 1: _____

KEYFOB 2: _____

KEYFOB 3: _____

KEYFOB 4: _____

RESIDENT REGISTRATION FORM

Homeowners/Tenants: Please provide this form to your property manager/association staff. It must be submitted by an Authorized Community Contact. Please type or print clearly. *Attempting to submit this form via an unauthorized contact or illegibly will delay processing.* If multiple tenants reside at the same address, each must complete their own form.

NEW Homeowner	UPDATE Homeowner	NEW Tenant	UPDATE Tenant
<i>Tenant Lease Start Date (if applicable):</i>		<i>Tenant Lease End Date (if applicable):</i>	
Do you want to remove the previous <i>tenant(s)</i> ? Yes No (if applicable)			
If yes, all previous <i>tenants</i> will be removed. Please provide date to be deactivated:			
Community Name:			
Property Street Address:			
<p>For communities with Envera's Virtual Gate Guard, a household has a primary contact: The primary number is the first phone number that will be used when an Envera representative needs to contact you. The secondary number will be used if a homeowner/tenant cannot be reached at the first number. The primary email address will be used for service-related and MyEnvera account communications.</p>			
Primary Contact Name/			
Primary Number:		Secondary Number:	
Primary Email Address:			
Secondary Contact Name:			
Primary Number:		Secondary Number:	
You can add additional household members on your MyEnvera account.			
Credential Information (for household)			
Credential Type:	Credential Number	Make (for vehicles)	Model (for vehicles)
Fob, Sticker, Card, Other			State (for vehicles)
			Plate Number (for vehicles)

Once submitted, please allow 24-48 hours for forms to be processed. Once a registration form has been processed, a MyEnvera account will be created for you, and you will have access to manage your household information via our MyEnvera Android/Apple App or website www.mvenvera.com. After you have received your account information, please be sure to visit the app or website to create your visitor list. This list should be used for any and all relatives, house guests, service providers, or vendors that you expect.

The information above will remain confidential and will be used solely for the purpose stated. It is the responsibility of the homeowner/tenant to keep the above information current. Please advise us of any changes, additions, or deletions by logging on to your MyEnvera account or by emailing

K:ustomerservice@enverasvstems.com.

TO BE FILLED OUT BY APPLICANT(S)

(Please type information or print clearly)

This is a Purchase or This is a Rental

Association: _____

If Purchase, projected closing date: _____

If Rental, Lease Term from _____ to _____

Address of Unit: _____

Applicant Name: _____

Co-Applicant Name: _____

Billing Address if different from Unit Address: _____

Phone # _____ Phone # _____

Email: _____ Email:

This form is to be submitted to the Triton Property Management
after approval of application.

FCRA NOTICE – BACKGROUND INVESTIGATION

In connection with your rental application with _____ (the “Landlord/Property Manager”), this notice is intended to inform you that an investigative consumer report will be obtained on you from a consumer reporting agency for tenancy or rental purposes. These purposes may include for acceptance or retention. The report may contain information about your character, general reputation, personal characteristics and mode of living, which may be based on personal interviews with sources such as your neighbors, friends or associates. The report may also contain information about you relating to your criminal information or history, credit history, driving and/or motor vehicle records, verification of your education or employment history, or other background checks.

You have the right, upon written request made within a reasonable time after the receipt of this notice, to request disclosure of the nature and scope of any investigative consumer report to the Landlord/Property Manager and our background screening provider, National Crime Search, LLC, 3452 E. Joyce Blvd., Fayetteville, AR 72703 (888-527-3282). For information about National Crime Search, LLC’s privacy practices, see www.nationalcrimesearch.com.

[End of Document]

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AUTHORIZATION FOR BACKGROUND INVESTIGATION

By signing below you authorize the obtaining of investigative consumer reports by the Landlord/Property Manager at any time after receipt of this authorization. To this end, you authorize any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information requested about you by National Crime Search, LLC and/or the Landlord/Property Manager.

You understand that the scope of your authorization is not limited to the present and, if you are accepted, will continue throughout the course of your residency and allow the Landlord/Property Manager to conduct future screenings for retention, as permitted by law and unless revoked by you in writing*.

Print Full Legal Name:	
Other or Former Names (please print):	
Date of Birth**:	
Social Security Number:	
Address:	
City:	
County:	
State:	
Zip Code:	
Driver's License number:	
State License issued:	
Name on License (if different than legal name):	
Email Address:	
Phone Number:	
Signature:	
Date:	

***To perform a GA Statewide search, the GCIC requires the applicant to have signed the authorization form. The signed form is valid until the end of residency.**

****This information will be used for background screening purposes only and no other purpose.**

STATE LAW NOTICES AND DISCLOSURES – BACKGROUND INVESTIGATION

The following disclosures are being provided pursuant to state law.

MINNESOTA and OKLAHOMA: If you are a resident of Minnesota or Oklahoma, or applying for employment in one of these states, please check the box if you would like to receive a copy of your consumer report, free of charge, if one is obtained by the Landlord/Property Manager.

Check box to receive report

MINNESOTA: If you are a Minnesota resident or applying for employment at a location within Minnesota, you have the right to submit a written request to National Crime Search, LLC | 3452 E Joyce Blvd, Fayetteville, AR 72703 | (888-527-3282) for a complete and accurate disclosure of the nature and scope of any consumer report the Landlord/Property Manager ordered about you. The consumer reporting agency must provide you with this disclosure within five days after its receipt of your request or the report was requested by the Landlord/Property Manager, whichever date is later.

NEW JERSEY: If you are a New Jersey resident or applying for employment at a location within New Jersey, you acknowledge receipt of the New Jersey Fair Credit Reporting Act provisions.

NEW YORK: If you are a New York resident or applying for employment at a location within New York, you have the right to inspect and receive a copy of any investigative consumer report requested by the Landlord/Property Manager by contacting National Crime Search, LLC | 3452 E Joyce Blvd, Fayetteville, AR 72703 Phone: (888-527-3282).

NEW YORK: If you are a New York resident or applying for employment at a location within New York, you acknowledge receipt of a copy of [Article 23-A](#) of the New York Correction Law.

RHODE ISLAND: If you are a resident of Rhode Island or applying for employment at a location within Rhode Island, the Landlord/Property Manager may request a credit report from a consumer reporting agency in connection with your application for employment.

VERMONT: If you are a Vermont resident or applying for employment at a location within Vermont, you acknowledge receipt of the NOTICE – BACKGROUND INVESTIGATION AND USE OF CREDIT INFORMATION.¹

WASHINGTON STATE: If you are a Washington resident or applying for employment at a location within Washington State, you have the right to request from National Crime Search, LLC | 3452 E Joyce Blvd, Fayetteville, AR 72703 | (888-527-3282) a written summary of your rights and remedies under the Washington Fair Credit Reporting Act.

¹ Pursuant to Vermont law, employers requesting a credit report must provide job applicants/employees with a notice identifying the specific basis under 21 V.S.A. § 495i for use of the report.

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer

reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is

placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

Code E

TYPE OF BUSINESS:	CONTACT:
<p>1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552</p> <p>b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act.</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group P.O. Box 53570 Houston, TX 77052</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. Division of Depositor and Consumer Protection National Center for Consumer and Depositor Assistance Federal Deposit Insurance Corporation 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Financial Protection 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Assistant General Counsel for Office of Aviation Protection Department of Transportation 1200 New Jersey Avenue, SE Washington, DC 20590</p>
<p>4. Creditors Subject to the Surface Transportation Board</p>	<p>Office of Public Assistance, Governmental Affairs, and Compliance Surface Transportation Board 395 E Street, SW Washington, DC 20423</p>
<p>5. Creditors Subject to the Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Administration area supervisor</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Administrator, Office of Capital Access United States Small Business Administration 409 Third Street, SW, Suite 8200 Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F Street, NE Washington, DC 20549</p>
<p>8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations</p>	<p>Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090</p>
<p>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</p>	<p>Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, NW Washington, DC 20580 (877) 382-4357</p>



Wellington Edge

WELLINGTON'S EDGE PROPERTY ASSOCIATION, INC. RULES AND REGULATIONS

Your Homeowners' Association wishes to maintain luxurious, but economically well-managed common properties and also to effectively discharge its' duties under the Declaration of Restrictions and Protective Covenants for Wellington's Edge PA, Inc. at Wellington's Edge PA. It is believed that these rules will aid this purpose. Your Board of Directors will welcome the assistance of all homeowners in the enforcement of these regulations.

These Rules and Regulations apply to the owner, tenant, lessee and guests. Some of the Rules and Regulations are enforced by Palm Beach County and/or the Village of Wellington Codes.

These Rules and Regulations are extracted from the "Declaration of Restrictions and Protective Covenants and the By-Laws of said association. Other of these Rules and Regulations are enforced by Covenant Enforcement of Wellington Edge Property Association, Inc.

I. LAND USE

- A. Lots shall be used for residential purposes only. No business or service repair maintenance for the general public or homeowner shall be permitted on any lot or the common areas at any time.

II. CHANGES TO BUILDINGS

- A. No owner shall make or permit any structural modification or alteration of any building except with the prior written consent of the Architectural Review Board (ARB).
 - 1. The (ARB) shall meet on the second Wednesday of each month, (or at their discretion), provided there is pending business. In the event a major National holiday falls on the monthly (ARB) meeting day, the meeting shall be held on the second Thursday for that month. The (ARB), at its discretion, may request additional information or documentation before a decision is made regarding a request and that decision may take place at the next scheduled meeting.
- B. Any owner who desires to construct an improvement or structure of any kind on his/her lot shall submit a complete set of plans, specifications and a survey if any site work is to be performed indicating location of proposed changes and samples of proposed building materials to the Architectural Review Board.
 - 1. Request for change shall be submitted, in writing no later than one (1) hour prior to the regularly scheduled meeting of the (ARB) and shall be accompanied by a signed and completed application form which are available at the clubhouse and on the WEPA website. The (ARB) will review the material

submitted at its regular scheduled meeting. All permits are to be attached before submission.

2. The (ARB) will notify the Owner of its approval or disapproval, by written notice, within fifteen (15) days after the regularly scheduled meeting.
 3. These approved submissions may require a building permit from the Village of Wellington's Department of Licenses and Inspections. The owner will be required to obtain said permit and provide a copy to the (ARB) prior to submitting an application.
- C. All exterior building materials shall be consistent with the same adopted by the builder or previous approval by the Architectural Review Board.
 - D. All fixed exterior games and play structures shall be located behind the residences and shielded from view.
 - E. No window or wall air conditioning units are permitted in any dwelling or structure.
 - F. Mirrored tinting of windows is not allowed. Shade tinting is allowed with the approval of ARB. New window replacements must be approved by ARB and must operate and appear to match older windows.
 - G. No trash containers shall be visible from the Street except when placed in front of the dwelling for pick-up. Under normal circumstances, trash canisters and yellow and blue recycling bins may not be put out earlier than 6:00 P.M. the day before pick-up and must be stored not later than 12:00 (midnight) after pick-up. Trash pickup is Tuesday (trash and recycling) and Friday (trash only). Excess bulk trash and yard clippings must be in full-size bags and are designated by the city for Tuesday pick-up only. Garbage cans should be visible only on garbage collection days.

III. CONSTRUCTION

- A. No construction on any lot shall occur without the presence of a "dumpster" for the purpose of collecting all trash and debris generated by construction, all subcontractors, and their employees at the building site. The "dumpster" shall be emptied on a sufficiently regular basis. "Dumpster" in a "half to full" capacity must be emptied on Fridays to avoid any scattering of debris over the weekend. "Dumpsters" have a limit of (30) consecutive days.
- B. Contractors shall not permit any debris, rubbish cans, or bottles to be discarded, blown off the lot, or exist in the area except in the "dumpster" located within the lot. All debris shall be policed from the lot and adjacent lots and placed into the "dumpster" each day prior to leaving the site.
- C. No construction shall occur on any lot until such time as a "Jiffy John" or similar portable facility has been located on the construction site. Such "Jiffy Johns" shall

be located within the side yard of the lot and no closer to the roadway than 25 feet from the front lot line.

- D. Machinery and construction work. The operation of any machinery, demolition equipment, construction equipment, excavating equipment, power tools, equipment of semi-mechanical devices or undertaking construction work which emits sound across the land line of an inhabited residential land between the hours of 10:00 p.m. and 7:00 a.m., Monday through Saturday. All major construction work, including grading and site preparation, assembly, erection, substantial repair, alteration or demolition of a building or structure is prohibited anytime on Sunday. This shall not prohibit individuals from performing home repair or maintenance, between the hours of 9:00 a.m. and 6:00 p.m. on Sunday nor shall it prohibit the use of pumps or machinery which, because of its very nature and purpose, is required to be operated 24 hours a day.
- E. The contractor must provide to the clubhouse, a complete list of all contractors, subcontractors, and their employees who are permitted entry for the purpose of construction work on any lot. This list must be kept current and reviewed bimonthly. Only authorized persons will be permitted entry.
- F. No dogs, cats, or other domesticated animals or wildlife will be permitted at or on a work site without prior written permission from the Homeowners' Association.
- G. Any radio, television, or music player, in use at a construction site, must have the volume adjusted to maintain peace and quiet for Wellington's Edge PA, Inc. and its residents.
- H. The builder shall, at all times, be responsible for all persons having business at his construction site. Any employee of the contractor, the subcontractor, or any employees of the subcontractor, may, at the discretion of the Homeowners' Association, be denied entry, temporarily or permanently, for a violation of any of the rules and regulations, pertaining to construction. This is to include violations of traffic rules and regulations adopted by the Homeowners' Association.
- I. Each contractor or subcontractor will designate one member of his work crew, onsite, to be responsible for assuring that the work site is "policed" at the end of each work day of all papers, bottles, etc., which have been generated by the work crews. The designated person's name must be in writing and delivered to the main gatehouse or to the clubhouse. The assistance of the contractors in this regard is aimed at maintaining the cleanliness of Wellington's Edge PA, Inc. grounds and retaining the aesthetic appearance of the community.

IV. NORMAL RESIDENTIAL OPERATIONS

- A. Specific permission must be received to allow a visitor to enter and proceed directly to a resident's home. If there is no answer at the resident's home, the visitor will not have authorized access and will be turned away.

- B. Residents shall not permit visitors to use their name to enter for the purpose of using the common areas and its facilities.
- C. The granting of entrance by minor children in the resident's household could cause a problem since children may authorize entrance contrary to the parent's wishes. A responsible adult in the residence must grant entrance permission, except in emergency situations.

D. RESPONSIBILITY FOR DELIVERIES AND RESIDENT-HIRED WORKERS

Residents/owners shall be held liable for all damages to the properties caused by receiving deliveries, or moving or removing furniture or other articles to or from the residences. Residents/owners shall be liable for all damages to the common properties caused by themselves, by workers they personally hire, or by vehicles these workers use.

E. COMMERCIAL VEHICLES

1. Commercial vehicles, providing delivery services for established companies and utility services, will be permitted access only after resident telephone verification.
2. Gardening service vehicles are generally routinely scheduled visits. They will be permitted access only if the companies and drivers have been authorized by the resident, in writing, or are under contract to either Wellington's Edge Homeowners' PA, Inc., or a Sub-Association. During initial visits, identification and authorization will be required.
3. Commercial vehicles, which may be needed in response to an emergency situation, will be admitted at any hour. This applies to weekdays after 5:00 p.m. and anytime on weekdays, weekends and holidays.
4. The automated Wellington Edge gates are for automotive traffic only. Commercial vehicles and trailers entering and exiting the community are at the peril of the vehicle operator. WEPA shall not be responsible for any damage caused by gates to commercial vehicles and/or trailers.
5. The use of the Wellington Edge automated gate system (resident access), is at the homeowner's own risk. Wellington Edge shall not be responsible for any damages to vehicles.

V. PARKING AND VEHICULAR RESTRICTIONS

- A. Parking upon the properties shall be restricted to the parking areas therein designated for such purpose. Parking on the grass is not permitted. Parking in the

street is prohibited from 2:00 AM- 6:00 AM. Vehicles left in the street during this time are subject to towing. No resident shall park, store, or keep on any portion of the properties any commercial-type or nuisance vehicle; both are to be determined by the Board of Directors. This includes, but is not limited to, boats, trailers, campers, mobile homes, or any other recreational vehicles. No hitched trailers are permitted except for loading or unloading, up to four (4) hours or to conduct repairs (except in an emergency) or for restorations upon any portion of the common properties (including the lots) unless authorized by the Rules and Regulations promulgated by the Association or unless expressly authorized in writing by the Board of Directors.

- B. Unsupervised child's play in the street right-of-way is not permissible. Children's safety should be carefully overseen.

ANY AND ALL PERSON(S) MUST OBEY THE SPEED LIMIT OF 25 MILES PER HOUR.

- C. ALL SAFETY, STOP, YIELD, CAUTION, ETC. SIGNS POSTED WITHIN THE COMMUNITY MUST BE OBSERVED AT ALL TIMES.

1. First violation: Individuals will receive written notice.
2. Second violation: Fine will be issued – employees of a contractor, the subcontractor, or any employees of the subcontractor, will be denied entry to Wellington Edge temporarily or permanently.
3. Third violation: Police will be notified – information and previous violations will be reported.

- D. Any van-type vehicle $\frac{3}{4}$ ton or less, non-extended, not to exceed nine (9) passenger capacity, with rear side window (BOTH SIDES) a rear window, permanent rear seats in place and upright, not used for a commercial purpose, are legal. COMMERCIAL (i.e., exposed pipe or ladder racks, equipment, ladders, undue rust, toolboxes, or debris from commercial work, lettering), is not allowed. Non-emergency transport vehicles are prohibited.

- E. Trucks, pickup trucks $\frac{3}{4}$ ton, cab and $\frac{1}{2}$, or less, 2-door, small-cap, (not to exceed cab height) not used for a commercial purpose, are legal.

- F. THE BOARD RESERVES THE RIGHT TO DETERMINE IF ANY VEHICLE IS OF A COMMERCIAL TYPE.

- G. No un-muffled or improperly muffled or a loudspeaker-mounted vehicle is permitted to operate within the premise.

- H. No inoperable or unlicensed vehicle is permitted to be parked within the premise. No vehicle that is unsightly due to exterior damage, rusted surfaces, or eroded

exterior finish is permitted to be parked within the premise for more than twenty-four hours.

- I. Boats on trailers, other storage vehicles, etc., may not be left in driveways, lawns, or streets. Trucks, motor homes, etc., may not be parked on or near the property longer than necessary for loading or unloading. Cargo Vans must be parked inside the garage.
- J. WELLINGTON'S EDGE ENFORCES ALL FEDERAL, STATE, AND LOCAL PARKING ORDINANCES. SUCH AS VEHICLES PARKED IN COMMON GRASS AREAS, BLOCKING ANY PORTION OF THE SIDEWALK, WITHIN AN INTERSECTION OR ON A CROSSWALK WILL BE TOWED OR BOOTED, WITHOUT WARNING AT THE OWNER'S EXPENSE TWENTY-FOUR (24) HOURS A DAY SEVEN (7) DAYS A WEEK.
- K. Motorcycles and mopeds should only be driven in Wellington's Edge for purposes of transportation from the residence to the final destination and not for purposes of recreation. All vehicles must be licensed.
- L. Garage doors should be kept closed as much as possible. The safety of your home may be affected by the garage doors remaining open when not necessary.
- M. No vehicle(s) will be permitted to be parked overnight along any roadway or at the pool lots. Special permit parking is available at the clubhouse.
- N. Moving "Pods" have a limit of (7) consecutive days in the driveway of the home.

VI. SIGNS

- A. No "for rent," "for sale," or other signs of any kind shall be displayed to the public view on the properties (excluding small security warning signs).
- B. No sign, poster, display, billboard, or advertising device of any kind (excluding small security warning signs) shall be displayed to the public view on any portion of the buildings, other improvements, dwellings, lots, common properties WELLINGTON'S EDGE PA, INC. community, without the prior written consent of the Board of Directors.

Exceptions: Security and Emergency stickers not to exceed 3" by 5" may be displayed on rear sliding glass doors.

- C. When a "for sale" home is broker represented, that broker or his representative, must be present on the property when a showing is made. The showing shall, in any case, be by "appointment only." If there is an open house a sign may be permitted that day only. Brokers, or their representatives, should have letters of introduction from the resident to show to the guards upon their arrival at the gatehouse. No signs are permitted on homes or lawns. No directional signs to the home are permitted anywhere in the community.
- D. No animal warning signs are permitted.

VII. EXTERIOR IMPROVEMENTS

- A. No owner/resident shall, without obtaining the written consent of the Architectural Review Board, cause anything to be affixed to, displayed or placed on, or hung from the exterior walls, doors, windows, patios, fencing, or terraces of his house (including, but not limited to awnings, signs, storm shutters, screens, fixtures, and equipment) or grow or plant any type of shrubbery, flowers, trees, vines, grass or other plant life upon the common property without the written consent of the Board of Directors.
- B. Installation of screens and hurricane shutters must meet with Palm Beach County and the Village of Wellington specifications and be installed by a licensed contractor. The owner shall make a request to do such work and receive written consent from the Architectural Review Board. Work must be completed within thirty (30) days after installation begins.
- C. Exterior wired lighting may be installed only with the written consent of the Architectural Review Board and is limited to white or clear lights only, **COLORED LIGHTING IS PROHIBITED** except the fourth Thursday of November (Thanksgiving Day) through January 15th of the following year.
- D. Exterior painting of home, garage door, and front door require ARB approval. Pre-approved paint colors and color schemes are available to choose from at the clubhouse.
- E. All landscaped areas, trees, and shrubs should be kept in a neat and healthy condition free of weeds, litter, and diseased, dead, or bare areas. No other unsightly growth shall be permitted to grow or remain on any lot, and no refuse pile or unsightly objects shall be placed anywhere thereon. Trees must be trimmed with a clearance of 12 feet along the roadways. In the event that the owner shall fail or refuse to comply with any of the above; the Association may enter upon said premises and address or remove the same at the expense of the owner, and such entry shall not be deemed a trespass.
- F. ALTERATIONS No owner/resident shall cause or allow improvements or changes to any exterior portion of his/her home including, but not limited to, painting or other decorating of any nature, installing of any electrical wiring, television antenna, machinery or air-conditioning units or in any manner changing the appearance of any portion of such home without first obtaining the written consent of the Architectural Review Board. With regard to painting, buildings containing more than one unit, individuals may keep their current color scheme when individually painting their home. If all the owners in one building wish to change the building's color scheme, after ARB approval, the whole building must initially be painted at one time.
- Note: FCC regulation does not allow discrimination against antennae/dishes.
- G. OUTSIDE INSTALLATIONS No radio station of any kind shall operate from any dwelling. No exterior radio antenna, television antenna, dish, or other antenna of

any type shall be erected or maintained upon the properties and improvements thereon, except that a master antenna or antennae, or cable television antenna or antennae, may be provided for use of owners, as approved by the Board of Directors.

H. DESTRUCTION OF PROPERTY neither residents, their dependents, nor their guests or visitors shall mark, mar, damage, destroy, deface or engrave any improvements constructed upon the common properties. Residents/homeowners or residents shall be financially responsible for any such damage.

I. HURRICANE AND STORM PREPARATION

A. Removal of all furniture, plants, and other personal items from all patios, balconies, etc. is required at least 24 hours before the event.

B. Designating a responsible firm or individual to care for his/her home during his/her absence in the event that the dwelling could suffer hurricane or storm damage is advisable. Each owner shall furnish the management company with the name of such firm or individual.

C. Shutters may be put up 48 hours before a pending storm and must be removed within 72 hours of the storm passing.

X. NUISANCES

A. No resident may violate another resident's right to the enjoyment of his or her home.

B. There shall be no loud playing of radios, hi-fis or stereo systems, television sets and the like which may be heard from the interior of any neighbor's home or disturbing another owner's use of the common areas. It is also prohibited to make any loud excessive noise in any other manner than provided above including, but not limited, to verbal communication, beeping of car horns, alarms, and the like. The Board of Directors shall have the sole discretion and judgment as to what constitutes a violation of this provision.

C. No vulgar or offensive activity shall be carried out upon any lot, nor shall any activities be done thereon which may be or may become an annoyance or nuisance to the neighborhood or to any other lot owner.

D. No weapons of any kind are to be carried or brought into the clubhouse or on any common area.

XI. PETS

A. The term "pets" shall be limited to dogs, cats, and birds. No homeowner shall harbor any other kind of animal. Only (3) pets total is allowed per address. No new pets owned by any homeowner after June, 2016 are to be (and remain) under fifty (50) pounds. No new pets shall be a Pit Bull or any other aggressive breed as determined by the Board of Directors.

B. No pet, of any kind, shall be raised, bred or kept on any lot, for revenue.

- C. No dog, cat, or other pet may run loose and unattended on the common properties.
At no time shall an owner or any other person permit a pet anywhere on the proper ess carried or held on a leash. Any dog or cat running loose and unatte will be considered a stray and all appropriate measures will be taken.
- D. All pets must be leashed and walked on the common grassed areas, but not near or on land d areas or on your neighbor’s lawns.
- E. When walking dogs, all waste must be cleaned up immediately and disposed of immediately by “pooper scooper” or in an appropriate manner including common grass

(No pet may be left tied or untied on any common property area or on homeowner premises.)
- F. No pet may be kept in a patio, balcony, or backyard of a residence without the owner home at all times.

Palm Beach County Law Ordinance # 1982-2 Section 9 states the following:

“The owner of every dog and cat shall be responsible for the removal of any feces deposited by the animal on public property, business walkway, recreation areas, or privat,e property of others.”

- G. No pet’s hall be allowed to excessively or make other noises whereas neighbors are subjected to said noise within their dwelling. The Board of Directors reserves the right to deem a pet a “nuisance” animal and consequently report them to Animal Care & Control.

XII. RECREATIONAL FACILITIES

- A. The recreational facilities and other portions of the common properties are for the exclusive use of residents and their immediate families, visitors, and guests (whe accompanied by a homeowner). Rules and regulations governing the use of amenities for the recreational lands (including the playground and tennis courts) shall be posted upon or immediately adjacent to such facilities. Such rules and regulations are subject to change from time to time at the sole discretion of the Wellington Edge Board of Directors. Adherence to the rules and regulations is mandatory, for all residents, their visitors and guests, to ensure the safety, comfort and enjoyment of the facilities.
- B. No commercial vendor shall be permitted access to Tennis courts and/or pools for the purpose of conducting private lessons without prior consent of the Board of Directors.

XIII. DEFINITIONS

- A. HOMEOWNER – the present deed/title holder of the lot.
- B. RESIDENT – the individual(s) residing within the home.

- C. TENANT/LESSEE – the individual(s) leasing the home. Homes may be leased only once over a (12) month period. All leases must be registered at the clubhouse.
- D. VISITOR/GUEST – a person entertained in one’s home or a service professional invited to your home to perform work.

XIV. ENFORCEMENT OF REGULATIONS These rules and regulations will be enforced as follows:

- A. Violations should be reported to the management company, in writing not to the Board of Directors or to the officers of the Association.
- B. Violations will be called to the attention of the violating owner by the management company, who will also notify the Board of Directors and Fining Committee, who will enforce these rules and regulations.
- C. Any resident who has the right to appeal disagreements concerning violations will be presented to and judged by, the Fining Committee, which will ensure the Management Company takes appropriate action via the Board of Directors.
- D. Owners are responsible for the compliance of their guests, visitors, and lessees with these rules and regulations.
- E. For each violation, the owner/resident shall receive a warning letter, which, if ignored, may lead to fines ranging from \$25.00 to \$1,000.00, and/or suspension of use privileges. If this fine is ignored, the matter will be turned over to the Association’s attorney where a lien, including attorney’s fees, may be placed on the lot in violation.

XV. AMENDMENTS AND CHANGES

- A. Any consent or approval given under these rules and regulations shall be revocable by the Board of Directors at any time.
- B. These rules and regulations may be added to, amended, or repealed, at any time by resolution of the Board of Directors.

CHAPTER 720 - Fines may be levied from \$25.00 to \$1000.00 for the failure of the homeowner, or its occupant, licensee, or invitee to comply with provisions of the declarations, The Association By-Laws, or reasonable Rules and Regulations of the Association.

ENFORCEMENT OF RESTRICTIONS, COVENANTS, RULES, AND REGULATIONS FOR WELLINGTON’S EDGE PA, INC.:

I. COMPLIANCE BY OWNERS Every owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations, as from time to time may be adopted by the Board of Directors of the Association.

II. ENFORCEMENT Failure of the owner to comply with such restrictions, covenants, or rules and regulations shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, including costs and attorney's fees incurred in bringing such actions, and if necessary, costs and attorney's fees for appellate review. The Association shall have the right to suspend voting rights and use of common amenities (except the private streets, sidewalks, and driveways from time to time located in the common areas).

1. PENALTIES The Board of Directors may impose fines against the lot owned by the owner as follows:

1. First violation: written notice will be sent.
 2. Second noncompliance of the violation: final written notice.
 3. Third noncompliance or violation: fine levied may be from \$25.00 to \$1,000.00 for each violation.
 4. Payment of Fines: fines are to be paid no later than thirty (30) days after notice of the imposition or assessment thereof
 5. Non-exclusive Remedy: the imposition of fines pursuant hereto shall not be construed to be an exclusive right or remedy, and the right to impose such fines shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, that any fine paid by the offending owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover from such owner.
 - a. Any committee member who has been fined for any violation or is more than 30 days delinquent with any payments would be immediately subject to dismissal from that board or committee.
- A. All mailboxes and associated posts are wholly the responsibility of the owner. Failure of the owner to properly maintain the mailbox and posts after written violation allows the Association to enter upon said premises and correct the violation at the expense of the owner, and such entry shall not be deemed a trespass.
- B. Any violation or noncompliance with the directions and written approvals of the Architectural Review Board (ARB) may mean that the owner, regardless of the state of completion of the project, may be ordered to return the property, premises, and/or home back to the original standards including type and color. This shall be done at the sole expense of the owner/resident.

- C. Driveways may be stained (not painted) either light gray or light beige with the prior approval of both the Architectural Review Board, the Village of Wellington and any standards set by Wellington Edge PA. Driveways shall be maintained free of debris, stains, mold, discoloration, or deterioration.
- D. Roofs shall be maintained free of debris, stains, mold, discoloration, damage, or deterioration.
- E. Entrance doors may be changed and improved but only with the prior written approval of the Architectural Review Board and must conform to the colors of the building in which it is located. All entrance doors must be replaced with hurricane rated doors.
- F. Owners, containing sidewalks on their lot, are responsible for cleaning the sidewalk crossing the driveway and along the adjacent thirty (30) feet of sidewalk and/or next to the owner's lot line.
- G. Two gate access devices per household. *Exceptions if driveway can accommodate (3) vehicles without infringing on sidewalks or common areas. All vehicle registrations are required to be on file in the clubhouse office. Gate access devices are warranted for (30) days. After (30) days if inoperable, a gate access device may be purchased if the inoperable gate access device is returned.
- H. Vehicles may be covered with appropriate vehicle coverings. NO TARPS Permitted

All of the above Rules and Regulations have been ratified and/or approved by a majority vote of the current Board of Directors at their regularly announced and posted meeting held at the clubhouse on Wednesday, June 15, 2016. That vote was unanimous in favor of ratification. It is incumbent that every owner shall comply with the restrictions and covenants set forth therein and any, and all, rules and regulations as from time to time are adopted by the Board of Directors of the Association.

ALL RULES AND REGULATIONS MENTIONED IN THE ABOVE DOCUMENT ARE FULLY INEFFECTIVE AS OF June 15, 2016, AND WILL BE STRICTLY ENFORCED!

All residents of units in the Wellington Edge PA, Inc. are subject to the Governing Documents, Restrictions, and Rules and Regulations. *I have been provided with, have read, and understand The Rules and Regulations of the Association, and promise to abide by them. I understand that I am also responsible for my family, guests, and invitees.*

Signature of Applicant

Signature of Co-Applicant

Signature of Witness

Date



FOR PURCHASERS:

All purchasers of a unit in the Wellington Edge PA, Inc. are subject to the Governing Documents, Use Restrictions, and Rules and Regulations. *I have been provided with, have read, and understand The Governing Documents and The Rules and Regulations of the Association, which may be changed from time to time, and promise to abide by them. I understand that I am also responsible for my family, guests, and invitees.*

Signature of Applicant

Signature of Co - Applicant

Signature of Witness

Date