



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. Owner will be required to obtain said permit and provide a copy to the (ARB) prior to submitting 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 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 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 bi-monthly. 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, on-site, 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 parents' 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 vehicles these workers use.

E. COMMERCIAL VEHICLES

1. Commercial vehicles, providing delivery services for established companies and utility service, will be permitted access only after resident telephone verification.
2. Gardening service vehicles are generally routine 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 vehicles 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 homeowners 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 to be determined by the Board of Directors. This includes, but 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: Individual 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), are 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 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, or 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 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 driveway of 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 or any portion of 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 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 from 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, 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 foot 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. Resident/homeowners or residents shall be financially responsible for any such damage.

IX. 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 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 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-fi's or stereo systems, television sets and the like which may be heard from the interior of any neighbors home or disturbing to 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 are 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 property unless carried or held on a leash. Any dog or cat running loose and unattended, 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 landscaped 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 areas.

(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 being 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 private property of others.”

- G. No pets shall 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 (when 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 insure 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 has the right to appeal disagreements concerning violations will be presented to, and judged by, the Fining Committee, who will ensure the Management Company takes appropriate action via the Board of Directors.
- D. Owners are responsible for 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 anytime by resolution of the Board of Directors.

CHAPTER 720 - Fines may be levied from \$25.00 to \$1000.00 for failure of home owner, 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 RESTRICTION, 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 on 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 to be paid no later than thirty (30) days after notice of the imposition or assessment thereof
 5. Non-exclusive Remedy: 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 of sidewalk crossing the driveway and along the adjacent thirty (30) feet of sidewalk and/or next to 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 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 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 majority vote of the current Board of Directors at their regular 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 IN EFFECTIVE 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