



Rules and Regulations

Approved: June 28, 2023

President: _____

Secretary: _____

ABOUT THE RULES AND REGULATIONS

GOVERNING AUTHORITY

Article II and Article III, Section 1A of the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Wellington at Seven Hills (“Declaration”) provides for the right of the Master Association to establish reasonable Rules and Regulations regarding use of the Common Areas by which the Owners in Wellington At Seven Hills, and their guests, tenants and invitees, are required to abide. These Rules and Regulations are subject to revision from time to time and are not intended to be all inclusive. Subjects addressed in this manual also appear in the Declaration. Where appropriate, citations to the Declaration have been indicated.

CONFLICTS OF DOCUMENTS

In the case of any conflict between these Rules and Regulations and the Declaration, the Declaration shall control.

PURPOSE

The purpose of this manual is to clearly detail the Rules and Regulations of the Master Association. In addition to this manual, homeowners should familiarize themselves with the Declaration, the Architectural Control Policy Manual, which establishes standards and guidelines for the modification of dwellings or other improvements to lots within Wellington, and the Wellington at Seven Hills Operations Policy Manual, which outlines procedures the Master Association follows for day to day operations, including, but not limited to, barcode installations, rentals of Common Areas and violations of the Declaration and Rules and Regulations.

RULES AND REGULATIONS

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Introduction

This manual establishes rules and regulations (“**Rules and Regulations**”) regarding use of the Common Areas of Wellington at Seven Hills. The Common Areas include, but are not limited to, the Clubhouse (“**Clubhouse**”) and all other Association property (collectively “**Common Areas**”). The Common Areas are for the enjoyment of all Owners, residents, tenants and guests. Use of the Common Areas is subject to this manual, as well as the Declaration and Architectural Control Policy Manual. For purposes of this manual, “Owner” and “Member” each mean a person or legal entity that is a record owner of fee simple title to a Lot. “Resident” means and includes a person who is an occupant of a Lot, including, but not limited to, an Owner, tenant or occupant. “Guest” means a non-Resident who is invited to visit the Community by a Resident. Owners are responsible for their own behavior, as well as the behavior of their tenants and Guests. Residents are responsible for their own behavior, as well as the behavior of their Guests. The Association may suspend the rights and/or privileges of any person who may use the Common Areas for violating the Declaration, the Architectural Control Policy Manual, the Wellington at Seven Hills Operations Manual, or these Rules and Regulations (collectively “**Governing Documents**”).

1. Guests and Tenants

1.1. Guests shall be admitted through the Wellington main gate only. It is the responsibility of the Resident to notify the gate guard of an arriving Guest in advance. If the guard is not notified of a Guest’s arrival, the guard will not admit the Guest unless the guard is able to contact the Resident by phone and obtain authorization from the Resident for the Guest to enter.

1.2. Guests are issued a daily pass (by the main gate guard) which must be placed and kept on the dashboard of their vehicle at all times while in the Wellington Community (“Community”). A long-term pass is valid for up to three weeks and must be placed on the dashboard of the Guest’s vehicle. The expiration date will appear on the pass.

1.3. Upon request of the Community Association Manager (CAM), or his or her designee, unaccompanied Guests must provide identification and name the Resident who they are visiting. Refusal to produce the information may result in the Guest being asked to leave the Common Areas.

1.4. Owners who rent their home in the Community must complete a Waiver of Use Transfer Form transferring their use rights to the Common Areas to their tenant while forfeiting their own rights to these same areas (except for Community roadways). The Waiver of Use Transfer Form is available at the onsite management office and must be returned to the CAM before commencement of any lease of a home in the Community.

1.5. Owners and Residents are responsible for the acts and/or omissions of their Guests, as provided in Section 13 of these Rules and Regulations. Owners and Residents shall be liable for any damage or costs incurred by the Association as a result of any act or omission of their Guest(s). For their safety, grandparents, parents and/or guardians of persons under the age of fourteen (14) should ensure that they are accompanied and properly supervised when on Association property.

2. Animals

2.1 Animals are not allowed in the Clubhouse, pool area, tennis courts or pickleball courts, except as required by law.

2.2 Subject to the restriction set forth in Section 2.1, animals are allowed in Common Areas when on a leash and may be allowed on private property with the Owner's and/or Resident's permission.

2.3 Animal owners must promptly clean up after their animal(s) by placing pet waste in an appropriate waste receptacle designated for such purposes. The waste disposal bins in the Community are not designated for such purposes.

2.4 No animal shall unreasonably disturb another person's peaceful enjoyment of their home, lot or Common Areas.

2.5 All applicable health code requirements shall be complied with at all times.

** Also refer to the Declaration: Article III Property Rights, Section 5 "Animals" page 10, and Article X Use Restrictions, Section 10 "Animals" page 19.*

3. Behavior

3.1. Abusive, offensive or disrespectful language or actions towards staff or any person will not be tolerated. No noxious or offensive activities shall be carried on or conducted within the Common Areas, nor shall anything be done that may be or become an unreasonable annoyance or nuisance to Residents, Guests or staff members, including but not limited the following:

- a. Theft of property
- b. Intentional damage of property
- c. Abusive, offensive, disrespectful, threatening or intimidating behavior to others
- d. Profane or crude language towards others
- e. Fighting
- f. Unwelcome physical contact
- g. Sexual harassment
- h. Violation of the Rules and Regulations or governing documents of Association
- i. Violation of any laws of Federal or Florida laws, codes, ordinances, regulations

3.2 Any person who violates any of these rules and regulations may be directed by the CAM, or his or her designated representative, to leave the Common Area. Failure to leave after being directed to will result in a call to law enforcement.

3.3. These Rules and Regulations are not intended to address minor disputes, disagreements or arguments that may arise from time-to-time between or among persons on Common Areas.

3.4. Smoking and vaping are prohibited inside all Common Area buildings. Outdoor smoking and vaping is permitted only in designated areas.

3.5. Behavior that is unlawful shall be referred to law enforcement. * *Also refer to the Declaration: Article III Property Rights, Section 3 "Prohibition of Certain Activities" page 10, and Article X Use Restrictions, Section 6 "Nuisances" page 18.*

4. Dress Code

4.1. When on Association Common Area, excluding poolside, all persons must wear, at a minimum, a shirt or top, shorts and footwear. More formal attire is, of course, acceptable.

4.2. The general dress code for the Clubhouse is as follows:

- a. Tops may be sleeveless, but cutoffs are not permitted.
- b. Collarless shirts are permitted.
- c. Clothing expressing offensive language are prohibited.
- d. Shoes, sandals, sneakers or other appropriate footwear is required. Bare feet are not permitted in Common Areas, other than poolside and in the pool and spa.
- e. Wet pool attire is not permitted in the Clubhouse.
- f. When in dry pool attire within the Clubhouse, a cover-up and shoes are required. Service will be denied if a person is not properly dressed consistent with these rules and regulations.

5. Vehicles and Parking

5.1. Only licensed and insured vehicles are permitted to be used and/or parked on the Common Areas.

5.2. The driver of a motor vehicle shall follow all traffic laws when operating a motor vehicle on Common Areas. For example, and without limitation, the driver of a motor vehicle shall comply with all traffic signs and speed limit restrictions. The driver of a motor vehicle shall also yield to pedestrians, bicycles, and golf carts. The speed limit for all motor vehicles on the Community's roadways is 30 miles per hour, unless otherwise posted.

5.3. Motor vehicles, low speed vehicles, and golf carts shall be operated on roadways and parking lots on and within Common Areas in accordance with the laws of the State of Florida, as amended from time to time. Although the Community has private roadways, the Master Association has subjected the operators of motor vehicles, low speed vehicles, and golf carts on those roadways to the laws of the State of Florida governing the maintenance of traffic and the operation of motor vehicles, low speed vehicles and golf carts. Violation of any of the referenced laws shall constitute a violation of this manual.

5.4 The WASH ATV, which is used in conjunction with the Master Grounds and/or Patio Grounds Committee, golf carts and other vehicles will be identified as such.

5.5 For safety, pedestrians on foot or on non-motorized transportation other than bicycles are to perform their activity only on the sidewalks.

5.6. No trucks, trailers, or other vehicles which are primarily used for commercial purposes (other than those temporarily on business in the Community that are associated with active deliveries or services) may be parked within the Community, unless they are inside a garage and shielded from view with the garage door closed, except when entering and exiting the garage.

5.7. Boats, boat trailers, campers, travel trailers, mobile homes, recreational vehicles, and the like, as well as any inoperable or unlicensed vehicle, shall only be permitted to be kept within the Community if such conveyances are kept inside a garage and concealed from view with the garage door closed, except when entering and exiting the garage, or where kept on a lot and not otherwise visible from the street or another lot. There is an exception to this rule the day before a trip and an exception for the return day of the trip. In these cases, the conveyances may park on the road or driveway in front of the Resident's home for one night only. Overnight parking is permitted only with the prior written consent of the CAM, or his or her designee. ** Also refer to the Declaration: Article X Use Restrictions, Section 13 "Vehicles" page 20.*

5.8. Except as provided herein, no motor vehicle or other conveyance shall be parked overnight on the Community's roadways. Parking of any vehicles or trailers on lawns and landscaped grounds, including but not limited to the grass strip at the roadway edge, is prohibited.

5.9. Failure of a person to follow these rules may result in fines or towing.

5.10. No vehicular generator or other loud mechanical equipment may be in operation after 10:00 PM or before 6:30 AM. No automobile or other vehicle mechanical repairs or similar activity shall be conducted on any Common Areas or lot, other than within a garage and concealed from view; provided, however, a Resident may conduct emergency repairs on a disabled vehicle for up to one day. ** Also refer to the Declaration: Article X Use Restrictions, Section 6 "Nuisances" page 18.*

5.11. Residents wishing to park a vehicle in the Clubhouse parking lot overnight must obtain the prior written permission of the CAM. These vehicles are to be parked at the far end of the lot near Wexford Boulevard.

6. Garage Sales and Estate Sales

6.1. A Garage or Yard Sale is defined as the sale of nonspecific goods anywhere on an Owner's property, whether or not an advertisement has been made about the sale, within a specific time frame. Garage or Yard Sales are prohibited, except the Social, Entertainment and Activity Committee may sponsor sales in the Clubhouse.

6.2. An Estate Sale is defined as the sale of furniture, furnishings, and miscellaneous household items of a deceased person or a person who has relocated from the Community and is residing in a full time care facility outside of the Community. Estate Sales are permitted if the following conditions are met:

- a. The Estate Sale is conducted by a professional auctioneer or other similar business entity, and documentation of their contract or agreement is provided to the CAM.
- b. A permit must be obtained from the CAM, and it must be completed and returned to the CAM, with a check payable to the Master Association in the amount of \$100.00.
- c. The applicant for an Estate Sale must pay, in advance to the Master Association, the cost of one extra gate guard to handle excess traffic at the front gate during the hours of the event. Such cost will equal the best prevailing rate obtainable through the Security Company providing gate guard service to the Master Association.
- d. No signs advertising the Estate Sale may be placed on Common Areas without the prior written consent of the CAM. A sign no larger than two feet by three feet may be posted on the property address of the Estate Sale.
- e. In the case of a person residing in a nursing home, hospice or other similar facility, certified letters of guardianship or a valid power of attorney must be presented to the CAM.
- f. All paperwork and payments must be submitted to the CAM at least seven (7) days before the Estate Sale.

7. Wellington HOA Functions

7.1. The Social, Entertainment, and Activity Committee ("SEA") and all Wellington Recognized Organizations (see Wellington at Seven Hills Recognized Organizations Listing) shall schedule all community events with the CAM, or his or her designee, to

ensure that they are added to the Master Association's yearly calendar to prevent conflicts.

7.2. Room rental fees will not be charged for activities sponsored by the Social, Entertainment, and Activity Committee or Wellington Recognized Organizations (see Wellington at Seven Hills Recognized Organizations Listing).

7.3 Resident groups must complete the Room Rental Agreement and, when hosting performers, the Wellington at Seven Hills Contract for Performers.

7.4. Resident groups are responsibility for all aspects of the event, including but not limited to ticket sales, expense reimbursement, scheduling, cleanup and damages caused to the Association.

8. Clubhouse and Wellington Bar & Grill

8.1. The Wellington Bar and Grill is a licensed as a Food and Beverage Service facility.

8.2. During bar and food service operation hours, food and drinks must be purchased through the Wellington Bar and Grill. No outside, personal food or drinks may be brought into or consumed in the Wellington Bar and Grill, the accompanying amenities and the pool area during bar and food service operation hours. The foregoing rule concerning the purchase of food and drinks shall not apply to Association staff members.

8.3. When the bar and food service is not in operation, personal non-alcoholic drinks and food may be brought into and consumed inside the Clubhouse or at the pool area.

8.4. The Association and/or the Wellington Bar and Grill Manager may refuse service to any person whose conduct displays intoxication, profanity, lewdness, offensive language or behavior, or brawling; disturbs the peace or comfort of other persons; or constitutes a nuisance. Any person who is refused service may be directed to leave the Clubhouse.

8.5. The Wellington Bar and Grill Manager shall establish reduced fees for food and beverage service for Resident functions, provided that all costs are covered.

9. Indoor Facilities

9.1. Use of Common Areas is at the user's own risk.

9.2. Prior to embarking on a fitness program and using Wellington facilities, please consult your physician, and follow your physician's advice.

9.3. Proper athletic shoes are required when using the equipment in the fitness center.

- 9.4. Other than water or sports drinks, food and drinks are not permitted in the fitness center.
- 9.5. It is the responsibility of each individual to wipe down fitness equipment after each use.
- 9.6. No food or beverages are permitted in the library.
- 9.7. The library is strictly for computer use, reading and occasionally a Master Association sponsored meeting if no other space is available.
- 9.8. It is the responsibility of the last individual leaving any room in the indoor facilities to ensure the door is closed.

10. Outdoor Facilities

- 10.1. Use of the outdoor Common Areas is at the user's own risk.
- 10.2. Please consult a physician prior to using the facilities, particularly if you have any physical restrictions or concerns. Follow your doctor's advice.
- 10.3. All trash must be placed in trash receptacles, and all personal belongings must be removed upon departure by their owner.
- 10.4. The following rules apply to the pool and spa.
- a. No life guard is on duty at any time; therefore, use of the pool and spa is at the user's personal risk.
 - b. If you have any physical restrictions or concerns, contact your physician prior to using the pool or the spa.
 - c. The CAM, or his or her designee, may require any disruptive individual leave the pool area immediately.
 - d. Pool hours are posted at the pool. The pool area and spa may be regularly closed for short periods of time for cleaning and maintenance. Residents and guests are not to use the pool during maintenance services.
 - e. Swimming laps is prohibited.
 - f. A shower must be taken prior to entering the pool or spa. Poolside showers are provided behind the water fall and on the side of the restroom building.
 - g. Individuals with infectious diseases, cuts, open sores, or bandages are not permitted to use the pool or spa.
 - h. Swimsuits and similar sportswear for use in the water are required at all times when using the pool or spa. Cutoffs or non-swim wear are not permitted. Footwear that has been worn in the street shall not be worn in the pool or spa at any time.

- i. Diving or jumping into the pool or spa is prohibited. Running on the pool deck, rough play, excessive noise and splashing is not allowed.
- j. Incontinent individuals must wear protective garments (swim diapers) and take all necessary protective action to protect the pool and spa, including occupants, from human waste. Residents are responsible for the cost of cleaning and sanitizing the pool for his or her own violation of this provision, as well as any violation committed by his or her Guest. Persons who have an ostomy device are required to clean it before entering the pool to reduce the chance of contamination.
- k. Life vests, life back-packs, life rings, flotation swim suits, flotation arm bands and noodles are permitted. Inflatable devices including floats, rafts, balloons, inner tubes; snorkels, fins, toys, balls, frisbees and in-pool lounge chairs are prohibited.
- l. Throwing any object in or around the pool area is not permitted.
- m. Persons who cannot swim must use the shallow end of the pool and must be closely supervised by an experienced swimmer at all times.
- n. Glass or other breakable containers are not permitted in the pool area. Food and drink are not permitted in the pool or spa or within ten (10) feet from the edge of the pool or spa.
- o. If using sunscreen or other oils or lotions, protective coverings must be placed on tables, chairs or lounges.
- p. The tables or chairs in the pool area are not to be used as changing areas for infants and young children.
- q. Neither Owners nor Residents (including tenants) shall give their guests keys to the outside closet where play equipment is stored.

10.5. The following rules shall apply to the pickleball and tennis courts:

- a. Players must wear proper tennis or pickleball attire.
- b. Sneakers are required to be used by all individuals using the pickle ball and tennis courts.
- c. All persons shall comply with the rules of USA Pickleball when using pickleball courts.
- d. All persons shall comply with the rules of the United States Tennis Association when using tennis courts.

10.6. The area outside the pool fence to the rear of the Clubhouse has been designated for bocce ball and horseshoes and can only be used for those purposes.

11. Decorations in the Clubhouse and on Common Areas

11.1. All decorations in the Clubhouse and Common Areas shall be managed by the CAM, or his or her designee, except for temporary decorations related to specific events planned by the SEA or by groups temporarily reserving a portion of the Common Areas.

11.2. When any person or group decorates any space for an event, such decorations will be removed immediately after the event and the venue must be returned to its original

condition. Fees may be charged by the Master Association to cover any repairs or additional clean-up required after an event.

11.3. Recognized Organizations may request permission from the Board to display additional seasonal decorations. Approved decorations will be placed in the Wexford Room adjacent to the Bar and Grill. It shall be the responsibility of that group to set up and take down the decorations within a reasonable time frame and return the venue to its normal appearance. Storage of any such special decorations will be the responsibility of the requesting group.

12. No Solicitation.

Soliciting is prohibited. For example, and without limitation, no person may go door-to-door selling goods or services. By way of an additional example, and without limitation, no person may approach people on Common Areas selling goods and services. It is the intent of these rules and regulations to protect the rights of persons to quietly and peacefully enjoy their homes, lots and Common Areas.

13. Legal Rights and Enforcement.

13.1. No rule, term or condition herein is intended to infringe upon the legal rights of any individuals with disabilities. An individual seeking a reasonable accommodation based upon applicable law should submit his or her request to the Board of Directors care of the CAM. All written requests for a reasonable accommodation will be promptly considered in accordance with applicable law.

13.2. The Association may direct an Owner, Resident, or Guest to leave the Common Area for a violation of the Governing Documents, which includes this manual, in addition to any right it possesses under the Declaration, Federal and Florida law.

13.3. Notwithstanding the foregoing, the Association shall not unreasonably obstruct a person's right to ingress to and egress from their residence in the Community.

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