

**RULES & REGULATIONS OF
MAYFAIR AT WELLINGTON CONDOMINIUM, INC.**

THE RULES AND REGULATIONS HEREIN AFTER ENUMERATED AS TO THE CONDOMINIUM PROPERTY, THE COMMON ELEMENTS, THE CONDOMINIUM UNITS AND THE CONDOMINIUM IN GENERAL SHALL BE DEEMED IN EFFECT UNTIL AMENDED AS PROVIDED BY THE BYLAWS OF THE ASSOCIATION AND SHALL APPLY TO AND BE BINDING UPON ALL UNIT OWNERS. THE UNIT OWNERS SHALL AT ALL TIMES OBEY SAID RULES AND REGULATIONS AND SHALL SEE THAT THEY ARE OBEYED BY THEIR FAMILIES, GUESTS, INVITEES, SERVANTS, LESSEES, PERSONS FOR WHOM THEY ARE RESPONSIBLE AND PERSONS OVER WHOM THEY EXERCISE CONTROL AND SUPERVISION. VIOLATION OF THESE RULES AND REGULATIONS MAY SUBJECT THE VIOLATOR TO ANY AND ALL REMEDIES AVAILABLE TO THE CONDOMINIUM ASSOCIATION AND OTHER UNIT OWNERS PURSUANT TO THE TERMS OF THE DECLARATION OF CONDOMINIUM, THE ARTICLES OF INCORPORATION OF THE ASSOCIATION, THE BYLAWS OF THE ASSOCIATION AND FLORIDA LAW. VIOLATIONS MAY BE REMEDIED BY THE CONDOMINIUM ASSOCIATION BY INJUNCTION OR OTHER LEGAL MEANS AND THE ASSOCIATION SHALL BE ENTITLED TO RECOVER IN SAID ACTIONS, ANY AND ALL COURT COSTS INCURRED BY IT, TOGETHER WITH REASONABLE ATTORNEYS' FEES, IN ADDITION TO ANY REMEDIES OR RIGHTS WHICH THE ASSOCIATION OR ANY UNIT OWNER MAY HAVE TO RECOVER DAMAGES, COSTS AND ATTORNEYS' FEES AGAINST ANY PERSON VIOLATING THE RULES AND REGULATIONS OR THE DECLARATION OF CONDOMINIUM AND ANY OF THE EXHIBITS THERETO, THE BOARD OF DIRECTORS MAY, FROM TIME TO TIME, ADOPT NEW RULES AND REGULATIONS OR AMEND OR REPEAL PREVIOUSLY ADOPTED RULES AND REGULATIONS. ANY WAIVERS, CONSENTS OR APPROVALS GIVEN UNDER THESE RULES AND REGULATIONS BY THE BOARD OF DIRECTORS SHALL BE REVOCABLE AT ANY TIME AND SHALL NOT BE CONSIDERED AS A WAIVER, CONSENT, OR APPROVAL FOR ANY OTHER PURPOSE OTHER THAN THAT WHICH IS IDENTIFIED AT THE TIME OF THE GIVING OF SUCH WAIVER, CONSENT OR APPROVAL.

THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. ALTERATIONS AND/OR STRUCTURAL MODIFICATIONS: No unit owner or tenant shall make any alteration or addition to the common elements or limited common elements, or to the exterior of his unit, or any structural modification to his unit, without the prior written consent of the Board.

2. AIR CONDITIONING: No air conditioning equipment other than equipment originally in the unit is permitted, including wall or window air conditioning units, without the written consent of the Board.

3. **ANTENNAS AND WIRING:** No antennas, aerials or wiring (including satellite dishes), may be placed or installed on the exterior of a building, or in a unit, or on any common element, without the written consent of the Board.

4. **APPEAL:** Any unit owner or tenant charged with or who is responsible for a violation (see also Section 18 of Declarations) may file an appeal. Appeals from any violation shall be made in writing and must be received by the Mayfair Property Manager within seven (7) days from the postmarked date of the violation notice. Any appeal must be sent by certified U.S. mail, return receipt requested or by personally serving the Mayfair Property Manager. Hearing on appeals shall be heard by the Association's Grievance Committee. The party cited and for whom the appeal is taken, shall present evidence as to why a fine or suspension of use of the common property should not be imposed. A finding of a majority of the Grievance Committee by a preponderance of the evidence shall sustain a violation and a final determination. The Grievance Committee shall render a decision on the appeal within seven (7) days of the hearing. The decision shall be in writing and shall set forth the reasons for the decision. The decision shall be served by certified U.S. mail return receipt requested on both the individual charged with the violation and the individual who brought the charge.

The unit owner or tenant responsible for the violation may appeal the decision of the Grievance Committee to the Mayfair Board of Directors within ten (10) days of the postmarked date of the decision of the Grievance Committee. Any such appeals must set forth in writing the reason(s) why the decision of the Grievance Committee should be set aside.

5. **BUILDING EMPLOYEES, CONTRACTORS:** No unit owner or member of his family or guest or tenant shall give orders or instructions to building employees; i.e., lawn and shrub maintenance employees, but rather shall express his desires to the person designated for this purpose by the Board of Directors.

6. **CHILDREN:** Each unit owner or tenant shall be solely responsible for the actions and any damage caused by their children or children visiting him. Unit owners or tenants shall be responsible for and shall require their children and visiting children to comply with all rules and regulations.

7. **CLEANLINESS:** Each unit owner or tenant shall maintain his unit, and especially the exterior of his unit, in a clean and orderly manner, and in a manner which will not be offensive in the sole discretion of the Board.

8. **CLUBS:** All clubs must register with the proper Committee of Mayfair. Members of all clubs using common facilities must consist of 100% Mayfair residents. Mayfair clubs using common facilities shall be open to any unit owner/resident or lessee.

9. **COMPLAINTS:** All complaints of unit owners or tenants shall be made in writing and delivered to the person designated for such purpose by the Board.

10. CONDUCT: No person shall engage in loud and boisterous or other disorderly, profane, indecent or unlawful conduct on any portion of the condominium property or the Association property.

11. DAMAGED COMMON ELEMENTS: The cost of repairing damage to common elements, including but not limited to the condominium buildings and landscaped areas, caused by a unit owner or his guests or invitees, or tenant, shall be the sole responsibility of such unit owner.

12. DELIVERIES: The Association shall not be responsible for the theft, conversion, disappearance, loss or damage of any item received from or for an owner, even though such theft, conversion, disappearance, loss or damage may occur through the negligence or willful act of the employees of the Association and all parties delivering items to such employees and all parties intended to be the recipient of items so delivered, hereby assume all risks of theft, conversion, disappearance, loss and damage of and to such items.

13. DISTRIBUTION OF CIRCULARS: It shall be a violation for any person(s), business, organization(s) and club(s) to distribute circulars, throw-aways, business cards or handbills or other similar forms of advertising within the property without prior approval of the Board.

14. DRESS CODE: A cover-up or shirt is required for swimsuits in the club house. Wet swimsuits are not permitted in the clubhouse. When in swim attire, residents and guests must use the restrooms alongside the pool. Footwear shall be worn at all times in the clubhouse. No bare feet are permitted at any time except in the pool area.

15. EXTERIOR APPEARANCE: No improvements may be made or placed upon the exterior of any unit, or on any of the common elements of the condominium without the prior written consent of the Architectural Review Board (ARB). An architectural and Landscaping Review Form is available from our property management company and must be filled out, along with the required supporting documents for review by the ARB before any work can proceed. The ARB may request a meeting with the applicant if needed. Any consent of the Board to any improvement to be made in or on the exterior of any unit, or to anything to be placed therein or thereon, may be withheld in the sole discretion of the Board.

16. FLAMMABLE MATERIALS: No flammable, combustible or explosive fluid, chemical or substance shall be kept within any portion of the condominium property, including, without limitation, in any unit, storage area or common element area, except as required for normal household use. Gas barbecue grill propane tanks are not allowed to be stored (due to insurance restrictions).

17. FLAGS: Nothing contained herein shall prohibit a unit owner from displaying one portable, removable flag in a respectful way, as may be permitted under the Condominium Act or any other Florida or Federal law.

18. FLOOR COVERING: If any unit is located above another unit, floor covering other than

carpeting which is installed in areas other than a kitchen, bathroom, or hallway, must be installed with sound reducing materials approved by the BOARD to reduce noise transmitted to the lower unit created by persons walking on the floor covering. However, the ASSOCIATION shall not be liable in any manner for any claims relating to the installation or selection of sound-reducing materials, or the absence of such materials, in any unit.

19. GARBAGE (SEE TRASH)

20. GARAGE DOORS: Shall be open only when in use. They shall not be opened more than four (4) hours at any one time.

21. GARAGE SALES: No garage sales permitted.

22. GENERAL: All unit owners/lessees have the right to participate in and attend all social events, unless an event is limited to a specific interest group or organization recognized by the Board. Smoking is not permitted inside the clubhouse or pool area. Food and beverages (excluding alcohol), are permitted under the pool patio, but are not permitted in or around the pool. GLASS CONTAINERS OF ANY KIND ARE PROHIBITED IN THE POOL AREA. Except as otherwise provided, property or furniture belonging to the clubhouse shall not be removed from the room in which it is placed or from the clubhouse facilities, except with permission.

23. GUEST OCCUPANCY: Temporary guests (as defined in Section 17.3 of the Declarations), are permitted to reside in any unit so long as such guests do not create or cause an unreasonable source of noise, annoyance or disturbance to the other unit owners and permanent residents of the condominium. All temporary guests shall be required to comply with all of the rules and regulations of the condominium and other obligations created by the Declaration of Condominium and its exhibits. The Board reserves the right to limit the number of temporary guests which may reside in a unit at any time. The Board reserves the right to expel any temporary guest who violates the foregoing requirements.

24. GUNS: No guns shall be permitted to be discharged on any portion of the condominium property or the Association property, except as might be permitted in the event of an emergency pursuant to the applicable laws of the State of Florida. Guns for this purpose shall include, but not be limited to, rifles, shotguns, pistols, dart guns, BB guns and sling shots.

25. HURRICANE PREPARATIONS: Each unit owner who plans to be absent from his/her unit during the hurricane season must prepare his/her unit prior to departure by:

- A. Removing all furniture, plants and other moveable objects from the exterior portion of his/her unit.
- B. Designating a responsible firm or individual to care for his/her unit should the unit suffer hurricane damage, and furnish the Board, or the person designated by the Board for such purpose, with the name of said firm or individual.

C. Any unit owner failing to make hurricane preparations and/or making improper preparations shall be held responsible for any damage done to the property of other unit owners and/or to the common elements resulting from such failure.

D. At the home owner's discretion, hurricane shutters may be closed prior to leaving the unit for an extended period of time. If a resident does not want to leave the unit shuttered, he must make preparations for someone or some firm to close the shutters in the event that a hurricane warning is issued by the National Hurricane Center. If such preparations are not made, or if made are not followed, any repair of damage done to the unit or adjacent structures due to such inadequate preparations, will be the responsibility of the unit owner.

26. **INSURANCE RATES:** No unit owner shall permit or allow anything to be done or kept in his unit which will increase the rate of insurance on the condominium property.

27. **LEASING AND RENTING:** Unit owners may lease their unit for a period of not less than six (6) months, and further limited to one (1) lease per year. Unit owner must submit to the Board for prior approval a rental application (available from Banyan Property Management, 2328 South Congress Avenue, Suite 1-C, West Palm Beach, FL 33406, (561)649-8585), along with a copy of the lease and a non-refundable application fee of \$100.00. Lease renewal(s) shall be allowed provided the unit owner is up-to-date on all association dues and fees at the time of the lease and/or renewal lease, and a copy of the renewed lease is submitted to the Board. Units may not sublet. All lessee(s) or occupant(s) are subject to the Association's Rules and Regulations, and unit owners shall be responsible for their lessee(s) and occupant(s) infractions and fines. Unit owners are to provide the lessee(s) with a copy of the Association's Rules and Regulations. During the period a unit is leased, the lessee(s) INSTEAD of the unit owner(s) shall have the right to use the common facilities. (See also Section 17.3 of Declarations.)

28. **MOTORCYCLES:** Motorcycles shall not be parked or placed in any area other than in designated motor vehicle parking spaces. Motorcycles shall not be driven upon common elements or Association property other than roadways and parking areas. All motorcycles shall be equipped with noise muffling equipment, and the Board shall be authorized to bar from the condominium property any motorcycle or other motor vehicle that in the Board's discretion causes unreasonable noise. Any damage done to the common elements, including but not limited to pavement, as a result of motorcycle kick-stands or other use of motorcycles, shall be the sole responsibility of the owner of the motorcycle causing such damage and/or the unit owner to whom the motorcycle owner was a guest or invitee.

29. **NUISANCES:** No unit owner or tenant shall make or permit any disturbing noises any place upon the condominium property by himself, his family, servants, employees, agents, visitors, or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other unit owners. No phonograph, television, radio, wind chimes, exercise equipment, sound amplifier or other sound equipment may be played or operated in such manner that same disturbs or annoys other occupants of the condominium. (See also Section 17.8 of Declarations.)

30. **OUTDOOR CLOTHES DRYING:** No outdoor clothes drying shall be permitted, and no clothing, towels or other items shall be placed or hung on the exterior of any unit.

31. **OUTDOOR COOKING:** No cooking or barbecuing is permitted in any enclosed or screened-in patio, balcony or porch. Gas (propane) grilling is prohibited. Electrical or charcoal grilling is allowed only OUTSIDE the unit as long as the grill is at least 5 feet away from any building wall.

32. **Parking:** All resident parking is by numbered vehicle identification sticker only. Parking areas upon the condominium property shall be used only by the residents of the Condominium and their guests and invitees. Visitors and guests that stay overnight must display an authorized "visitor" Parking pass on their dashboard. **ALL VEHICLES MUST BE IDENTIFIED WHEN PARKING IN MAYFAIR OVERNIGHT OR THE VEHICLE MAY BE TOWED,** at the vehicle owners expense. Any resident who has a visitor that will be staying longer than 3 consecutive days must notify Banyan Property Management, or one of the Association board members to receive an extended stay parking pass, with dates of stay, vehicle identification, tag number and expiration date. This pass will only be good for the dates shown and the process must be repeated in the event your visitor or guest stays longer. Passes may be rescinded if the Association finds that resident or guest violates condominium documents, by-laws or rules and regulations. Any damage done by a resident, resident's visitor or guest to common or limited common area as a result of their vehicle is the sole responsibility of said resident.. Only automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows, small pick-up trucks with a carrying capacity of not more than ½ ton, and other vehicles commonly used as private passenger vehicles may be parked on the condominium property without the consent of the Board. Other types of vehicles, trucks and boats and trailers, may not be parked on the condominium property without the written consent of the Board, which may be arbitrarily withheld. Furthermore, no vehicle shall be parked on the condominium property without the written consent of the Board, which may be arbitrarily withheld, if commercial equipment or lettering is exposed in or upon the vehicle. Cars used by governmental law enforcement agencies are expressly permitted. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles making delivery to or from, or while used in connection with providing services to, any unit or the condominium property. All vehicles parked on the condominium property must be in good condition and in a good state of repair. No vehicle which cannot operate on its own power shall remain on the condominium property for more than twenty-four (24) hours, and no major repair of any motor vehicle shall be made on the condominium property. In connection therewith, no motor vehicle shall be placed upon blocks, jacks, or similar device, anywhere on the condominium property. No motor vehicle shall be parked other than in areas designated for parking. Parking spaces which are assigned to a particular unit may only be used by the residents of that unit, and their guests and invitees. No overnight on-street parking permitted. No parking on grass is permitted at any time, and the parked vehicle must not block the sidewalk. Vehicles improperly parked will be towed away at the expense of the unit owner or resident doing or permitting such act, and/or the owner of the vehicle.

33. **PASSAGEWAYS:** Sidewalks, entranceways, passageways, vestibules, and all other portions of the common elements must allow unobstructed ingress and egress. However, as long as a side-to-side clearance of 46 inches is maintained for safety, entranceway stairs may have one (1) potted plant or decoration per stair, in a single row. The height of decorations cannot exceed the height of the railing. Decorations or potted plants are permitted on entrance landings (the area immediately surrounding the door frame). Clearance equal to the doorway must be maintained. Nothing is permitted on driveways or walkways as defined by the brick pavers.

34. **PERSONAL INSURANCE:** Although the insurance coverage afforded through the Association provides hazard insurance for the units, such insurance does not include coverage of floor, wall or ceiling coverings, improvements made by the unit owner, or the personal property of the unit owner. Unit owners may also be responsible for the payment of any deductible under the Association's policy when damage is caused to their units or by their negligence. It is recommended that each unit owner obtain individual insurance to cover the foregoing.

35. **PERSONAL PROPERTY:** The personal property of a unit owner shall be stored within the unit or where applicable in assigned storage areas, but in no event shall such property be stored or left within or upon other portions of the common elements or public areas.

36. **PEST CONTROL:** All unit owners are required to permit employees of pest control companies employed by the Association, if any, to enter their units at regularly scheduled times to perform pest control services.

37. **PETS:** Unit owners are limited to two (2) cats or two (2) dogs, or one (1) cat and one (1) dog. Any permitted cat or dog must be carried or walked on a leash at all times. Pit bulls are not allowed (see also Section 17.6 of Declarations). Solid animal waste deposited on the condominium property must be picked up immediately. No animal waste may be disposed of on common property, streets, lakes, drains or canals. No pets may be kept, bred, or maintained for any commercial purpose. The Board has the right to require any pet to be removed from the condominium which causes an unreasonable source of annoyance to any unit owner, or if these Rules and Regulations are violated with respect to the pet. All animals are to be registered with Property Manager. **NO ANIMALS** will be permitted in the clubhouse, fitness center or pool area.

38. **PLUMBING AND ELECTRICAL:** Water closets and other plumbing shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, sanitary napkins or other foreign substances shall be placed therein. Grease and other foreign substances shall not be poured down drains. Electrical outlets and electrical wiring shall not be over-burdened. Total costs of all maintenance, repairs and replacements connected with any misuse of plumbing and/or electrical installations shall be the responsibility of and paid by the unit owner.

39. **PLANTINGS:** Plantings are permitted in limited common areas. However, an **ARCHITECTURAL AND LANDSCAPING REVIEW FORM** must be filled out and submitted to the Architectural Review Board (ARB) for approval prior to work commencing. Planting

MUST ALSO CONFORM to the Landscaping Planting Recommendations for Mayfair. A copy of this list of approved plantings is available from our property management company.

40. **PROPERTY DAMAGE:** Individual unit owners are responsible for all damages caused by the resident, their leasees and or guest(s) to the clubhouse premises (clubhouse, fitness center, pool & pool area), including but not limited to furniture, equipment and decorations.

41. **RIGHT TO ENTER IN EMERGENCIES:** In case of emergency originating in or threatening any unit, regardless of whether the owner is present at the time of such emergency, the Board, or any other person authorized by it shall have the right to enter such dwelling for the purpose of remedying or abating the causes of such emergency, and such right to enter shall be immediate.

42. **ROOF:** No person shall be permitted upon the roof of any building without the prior written consent of the Board.

43. **SATELLITE DISHES:** See Antennas, etc.

44. **SEASONAL DECORATIONS:** Shall not be installed any earlier than one (1) month prior and removed no later than one (1) month after the date of the holiday. Decorations cannot impede landscape work of cover the grass.

45. **SERVICE PEOPLE:** No unit owner shall permit any service people whether for purposes of maintenance, repair, replacement or improvement, to work in his unit before 7:00 A.M. or after 9:00 P.M., except in cases of emergencies.

46. **SIGNS:** No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any unit owner on any part of the outside or inside of any unit so as to be visible from outside of the unit, or upon any portion or part of the common elements without the prior written consent of the Board.

47. **SOLICITATIONS:** There shall be no solicitation permitted by any persons anywhere in or about the condominium property for any cause, charity or for any purpose whatsoever, unless specifically authorized in writing by the Board.

48. **TRASH AND GARBAGE:** All refuse, waste, bottles, cans, garbage and trash shall be securely wrapped in plastic garbage bags and placed only in those containers that are provided by the Village of Wellington and areas designed for such purpose. No loose trash is permitted. Garbage containers and other trash and recycling containers shall not be placed at the curb earlier than 6 PM the night before scheduled pick-up, and must be removed from the curb no later than 11 PM on the day of pick-up. At all other times, garbage cans, recycling containers, and other trash containers must be stored indoors, out of public view.

49. **VEHICULAR AND PEDESTRIAN TRAFFIC:** All vehicular, motorcycle, and pedestrian traffic being in and/or operating upon the condominium property shall at all times comply with

controlling governmental laws. All such traffic shall at all times obey any traffic signs and/or other equipment employed for the purpose of traffic control, whether or not same is placed by governmental authorities and/or the Association. Unless otherwise posted, vehicular traffic shall adhere to a maximum speed limit of 15 m.p.h.

50. WHEEL VEHICLES: No unit owner shall permit wheel vehicles, including but not limited to bicycles, mopeds, skateboards, carriages and shopping carts, to be used in a manner that would interfere with vehicular and pedestrian traffic upon the condominium property.

51. WINDOW, DOOR AND BALCONY TREATMENTS: No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or doors or roof of the condominium buildings without the prior written consent of the Board. Terraces, balconies, porches or patios may not be enclosed, which includes the screening of same, nor may anything be affixed to the walls within such terraces, balconies, porches or patios except with the prior written consent of the Board. No blinds, shades, screens, decorative panels, window or door coverings shall be attached to or hung or used in connection with any window or door in a unit, if affixed to the exterior of a unit, without the prior written consent of the Board. Window treatment shall consist of drapery, blinds, decorative panels or other tasteful materials and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after a unit owner or tenant first moves into a unit or when permanent window treatments are being cleaned or repaired. Except for white or light-earth-tone window coverings, the Association has the right to require any window coverings to be removed if the color of same is unsightly in the Board's discretion. No screening shall be replaced other than screening of the same material and color as originally exists, without the prior written consent of the Board.