



**Rules and Regulations
Policy Manual
For the
Master Homeowners
Association**

Approved: **November 19, 2014**

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ABOUT THIS MANUAL

1. GOVERNING AUTHORITY

Article II Section 1 and Article III Section 1A of the Master Declaration of Covenants, Conditions and Restrictions for Wellington At Seven Hills hereinafter referred to as "The Declaration" provides for the right of the Master Association to issue reasonable Rules and Regulations by which the members of Wellington At Seven Hills are expected to abide. These Rules and Regulations are subject to revisions from time to time and are not intended to be all inclusive.

Portions of this manual also appear in the Declaration; they have been included here for convenience. Where appropriate their location in the Declaration has been indicated.

2. CONTROL OF CONFLICT

In the case of any conflict between this Manual and the Declaration, the Declaration shall control.

3. PURPOSE

The purpose of this manual is to clearly detail the rules and regulations policies of the Wellington at Seven Hills Homeowners Association. In addition to this manual, homeowners should also familiarize themselves with the Architectural Control Policy Manual which states guidelines for the modifications or changes to dwellings or improvements to lots within Wellington.



RULES and REGULATIONS
POLICY MANUAL
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WELCOME

1. The Wellington Club House and accompanying amenities are for the enjoyment of all members, residents and guests. Guest use of a facility is a privilege, not a right. Members are responsible not only for their own behavior but that of their guests as well. The Association can revoke the privileges of any guest at any time for violation of the rules and regulations outlined.
2. Members are property owners subject to assessment. Residents are those permanently included in the household. Guests are non-members who are invited to visit the property by an authorized resident.

1. Guests

- 1.1. Guests are admitted through the Wellington main gate only. It is the responsibility of the resident to notify the gate guard of a pending guest arrival. If the guard is not notified, the guard will not admit the guest unless he/she is able to contact the resident by phone to gain approval to enter.
- 1.2. Guests are issued a daily pass (by the main gate guard) which must be placed on the dashboard while in the Wellington community. A long-term pass is valid for up to three weeks and must be placed on the dashboard. The expiration date will appear on the pass.
- 1.3. Guests under sixteen (16) years of age must be accompanied by an adult when using the pool, billiard room, computer terminals, activity room, tennis courts, horseshoe facility, bocce court and shuffle board court. They are not allowed to use the fitness facility.
- 1.4. Residents are responsible for the behavior of their guests and they are responsible to replace or reimburse the Association for equipment or property that their guests may damage or destroy.
- 1.5. Owners who rent their home may 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. The form is available at the Management Office.
- 1.6. Upon request of the Community Manager, unaccompanied guests must provide the identification of the resident they are visiting. Refusal will result in the individual(s) being asked to leave the facilities.
- 1.7. Any Lessee or tenant shall in all respects be subject to the terms and conditions of the Declaration, the By-laws and Rules and Regulations of the Master Association.

2. Animals

- 2.1. Animals will not be allowed in the Club House or pool area, (except for service dogs.) Pets are allowed in common areas only when on a leash and on private property only with the owner's permission. Pet owners must clean up after their pets.

- * *Also refer to the Declaration:
Article III Property Rights, Section 5 "Animals" page 8, and
Article XI Use Restrictions, Section 10 "Animals" page 30.*

3. Behavior

- 3.1. Abusive, offensive or any disrespectful language or action towards members, residents, guests or association staff will be not tolerated and offenders may be asked to leave the premises.
- 3.2. No noxious or offensive activities shall be carried on in the Common Area or any part thereof, or upon the lot, unit or parcel nor shall anything be done, that may be or become an annoyance or nuisance to Wellington residents.

4. Unacceptable Behavior

- 4.1. Examples of unacceptable behavior would include but are not limited to the following:
 - a. Theft of HOA property
 - b. Intentional damage of HOA property
 - c. Abusive, threatening or intimidating behavior to others
 - d. Profane or excessively crude language or behavior
 - e. Fighting
 - f. Unwelcome physical contact
 - g. Sexual harassment
 - h. Intentional violation of HOA Rules and Regulations
- 4.2. These restrictions are not intended to address minor disputes, disagreements or arguments that may arise from time-to-time between or among residents. Behavior that is unlawful shall be referred to law enforcement agencies.
- 4.3. Smoking
 1. Smoking is prohibited in all Wellington common area buildings.
 2. Outdoor smoking is permitted only in designated areas.

- * *Also refer to the Declaration:
Article III Property Rights, Section 3 "Prohibition of Certain Activities" page 7, and Article XI Use Restrictions, Section 6 "Nuisances" pg 29.*

5. Violations

- 5.1 Residents (or their guests) who violate these behavioral standards may be subject to consequences allowable under Section 720 of Florida law and under the covenants, bylaws, and Rules and Regulations of Wellington at Seven Hills. Nothing in this section is to be construed to mean the association will undertake to settle or regulate disputes between residents. Only behavior which is a violation of our rules will be considered for consequential action by the Association.
- 5.2 Any resident who feels that he/she is a victim of a violation of our rules of behaviour shall make a written and signed report describing the incident/ alleged violation. Said report shall also be signed by an independent eye witness to the incident / alleged violation. Once the report has been signed by the complaining party and by the eye

witness to the incident, it shall be given to the Community Association Manager who shall as soon as practicable forward the report/alleged violation to a member of the Conduct Hearing Committee.

5.3 Upon receipt of the report, the Conduct Hearing Committee shall undertake whatever investigation they deem appropriate and in their sole discretion may decide to reject the report as too trivial, inconsequential, and/or not a violation of any policies or rules of Wellington. Upon that determination being made the Chairman of the conduct hearing committee shall so advise the complaining party and witness. If the Conduct hearing committee decides that there is substantial cause to believe that a violation of any rule or policy of Wellington relative to conduct has occurred the committee shall so advise the Community Association Manager who shall send a letter, return receipt required, to the offending resident, notifying the resident of the alleged offense and of the right, under section 720.305 of the Florida Code, to attend a scheduled hearing on the matter where he/she may present a defense, and call any witnesses. The date, place and time of the hearing shall be stated in said letter. The complaining party and witness to the incident may, but need not, attend the hearing. The Hearing Committee, composed of 3 residents appointed by the Board of Directors will schedule a hearing 14-21 days after the mailing of the letter, and at that meeting, they shall make a determination on a consequential action to be taken. If nothing is heard from the accused resident, the hearing will be held, and consequential action will be determined without the presence of the accused resident. If the resident wishes to attend but cannot be present at the scheduled date, another date may be scheduled at the mutual convenience of the resident and the Hearing Committee not later than 30 days after the originally scheduled hearing.

5.4 At the conclusion of the hearing, the Committee shall make a determination regarding consequential action commensurate to the severity and circumstances of the situation. Item 5.5 below lists the available consequential actions from which the Hearing Committee may choose one or more. The decision of the Hearing Committee is final and that decision will be provided in writing to the accused, return receipt required, and placed in the official resident record. The Hearing Committee shall notify the Community Association Manager who will implement the consequential actions as necessary.

5.5 Allowable Consequential Actions

- a. No Action
- b. Official Letter of Censure for the Accused's official file
- c. 30-60 day suspension from use of Clubhouse and/or other amenities
- d. Fine of up to \$100 per incident per day, to a maximum of \$1,000.00, and may be applied if/when there is a continuing violation.
- e. Deactivation of barcode for 30-60 days

6. Dress Code

- 6.1. All members, residents and guests when on Association property (all property not owned by individual members excluding poolside) must wear, at a minimum, a shirt or top, shorts and footwear. More formal attire is, of course, acceptable.
- 6.2. Minimum dress code for the Club House is as follows: Short shorts are not permitted. Men's collarless shirts are permitted provided they are not underwear type and have no offensive wording on them. Women's tops may be sleeveless; bare midriffs are not permitted. Shoes, sandals, sneakers or other appropriate footwear is required. No bare feet other than poolside.
- 6.3. Wet pool attire is not permitted in the Club House or Bar & Grill at any time. When in pool attire within the Club House or Bar & Grill, a cover-up and shoes are required. Service will be denied if customer is not properly attired.
- 6.4. Each event at the Club House may have its own dress code.
- 6.5. Hats may not be worn except for special events and medical reasons.

7. Vehicles and Golf Carts

- 7.1. The speed limit for all motor vehicles on Wellington roadways is 30 mph unless otherwise posted.
- 7.2. Motor vehicles are to yield to pedestrians, bicycles and golf carts in crosswalks.
- 7.3. Golf carts are not permitted on sidewalks or unpaved common areas. The golf carts used in conjunction with the Master Grounds and/or Patio Grounds Committee be so marked as to be identified signifying the carts are being used to check various areas within the community per the committee's assignment. A green flag or sign that will tell residents that he/she is on official business.
- 7.4. Runners and walkers are to perform their activity only on the sidewalks.

8. Vehicles / Boats / Trailers

- 8.1. No vehicle shall be parked within the community except on a paved parking surface, driveway, or within a garage. No trucks or other vehicles which are primarily used for commercial purposes (other than those temporarily on business) nor any trailers, may be parked within the community.
 - 8.2. Boats, boat trailers, campers, travel trailers, mobile homes, recreational vehicles, and the like, and any vehicle not in operable condition and validly licensed, shall only be permitted to be kept within the Properties if such are kept inside a garage and concealed from public view.
- * Also refer to the Declaration:
Article XI Use Restrictions, Section 13 "Vehicles" page 32.

8.3. It is the responsibility of a homeowner to understand and obey the parking rules of the community and further the responsibility of a homeowner to ensure that his /her guests, invitees and tenants understand and obey the parking rules of the community. Except as provided herein no motor vehicle or other conveyance shall be parked overnight on the street. Residents and their guests who own travel trailers, recreational vehicles and the like may park them in front of their homes or in the driveway overnight only to prepare the trailer/vehicle for a trip which will commence the next day. Overnight parking of such vehicles for more than one night is not allowed. Residents and guests wishing to park such a vehicle on the street overnight must fill out an appropriate form and submit it to the Management Office. Residents are not to have generators turned on after 10:00 PM in these travel vehicles. No vehicular generator may be in operation after 10:00 PM. Failure of a homeowner, his guests, invitees, or tenants to follow these rules may result in a fine against the homeowner, the towing of the vehicle at the cost of the homeowner, or both.

8.4. No automobile or other vehicle mechanical repairs or like activity shall be conducted on any lot, unit, or parcel other than in a garage and concealed from public view.

* Also refer to the Declaration:

Article XI Use Restrictions, Section 6 "Nuisances" page 29.

8.5. Residents wishing to park a vehicle in the Club House parking lot overnight must fill out a form and submit it to the Management Office. These vehicles are to be parked at the far end of the lot near Wexford Boulevard.

9. Barcode Policy

9.1. A barcode will be issued to any documented Wellington owner (whether residing in their home or not) or resident (family or renter,) or a Wellington fulltime employee (1 barcode only) provided that each barcode will be affixed, by a designated Wellington staff member or volunteer, to the vehicle which is registered (in any state) in the name of that owner or resident. Vehicle registration number will be recorded as part of the record, but no permanent record of Driver's License number shall be made (staff must visually ensure there is a valid Driver's License and record that the license was verified on the barcode application.

a. In the case of a non-owner family member, the vehicle registration must match the Wellington address.

b. In the case of a renter, the barcode shall expire at the expiration of the term of the rental/lease agreement which is shown at the time the barcode is affixed.

9.2. Any resident may choose not to use a barcode on their vehicle, in which case they are choosing to access the community through the front gate only.

- 9.3. When a vehicle is sold or disposed of the owner/resident must notify the Wellington office in order for that barcode to be deactivated. In any case in which a new barcode is issued to an owner/resident for the same vehicle, the old barcode will be deactivated.
- 9.4. If an owner/resident owns more than one vehicle, a barcode may be affixed on each vehicle shown registered to that owner/resident.
- 9.5. When the office receives notification that a residence has been sold, the barcode will be deactivated on the closing date.

10. Barcode Deactivation due to Delinquent Monetary Obligations, Procedures

- 10.1. When the Community Association manager (CAM) determines that, in regard to any monetary obligation to the Association, a resident will be more than 90 days in arrears on the date of the next regularly scheduled Board of Directors Meeting, the CAM shall place the matter on the agenda for that meeting.
- 10.2. Notice of the board meeting and possible barcode deactivation will be sent by regular mail to the Wellington address of the member specifying the date and time of said board meeting and advising the member that he/she may appear and speak at the meeting. The notice shall be postmarked no less than 10 days prior to the board meeting. If the resident pays the arrears in full, with a bank/cashier's check or postal money order, before the start of that Board meeting, then the agenda item will be dismissed.
- 10.3. If it is the determination of the Board, by a majority vote during the noticed meeting, that the delinquent member's barcode(s) will be deactivated, then the CAM shall instruct designated personnel to carry out that procedure within the next 48 hours. Following that action, the barcode will be reactivated by instruction of the CAM only upon payment in full of any and all delinquent monetary obligations of that member. This action shall also be completed within 48 hours.
- 10.4. The member and his tenant, invitee, licensee, as the case may be, shall be promptly advised of the decision of the board by regular mail sent to the member's Wellington address.
- 10.5. Any public reference to the Association Member's delinquent status shall be only through use of the member's lot number, without mention of the member's name or address.

11. Estate Sales

- 11.1. An estate sale is defined as the selling of the furniture, furnishings, and miscellaneous household items of a deceased person or a person residing in a nursing home, hospice, or other similar facility.
- 11.2. It is the policy of Wellington at Seven Hills Homeowner's Association that although garage and yard sales are disallowed; estate sales will be allowed if the following conditions are met:
 - a. The sale is conduct by a professional auctioneer or other similar business entity.

- b. A permit must be first obtained from the Wellington office which shall be completed and returned not later than one week prior to the sale with a check in the amount of \$26.00. The permit shall be valid for one day only.
- c. No signs advertising the sale may be placed on common areas without the prior written consent of the community manager or his/here designee. A sign no larger than two feet by three feet may be posted on the property address of the estate sale.
- d. In the case of a deceased person a death certificate must be given to the community manager along with a verified copy of the decedent's living trust or filed will if either exists. If the decedent did not have a trust, certified letters of office (court appointment of a personal representative), an order for summary administration, or a small estate affidavit whichever is appropriate, must be presented to the community manager. The above notwithstanding if the person seeking the sale is a surviving spouse and a joint owner of the real estate only a death certificate is required.
- 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.
- f. The applicant for an Estate Sale must pay, in advance to the Wellington HOA, 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 Wellington.

12. Facilities Indoors/Clubhouse

- 12.1. The Club House Bar and Grill, inclusive of the Club House rooms and pool area are licensed as a Food and Beverage Service facility. The Association is accountable and responsible for all food and drinks consumed in these areas.
- 12.2. During bar and food service operation hours, food, personal alcoholic drinks or other beverages may not be brought into or consumed in the Club House or pool area.
- 12.3. When the service is not in operation, personal non-alcoholic drinks only and food may be brought in and consumed at the pool and club house.
- 12.4. The member is jointly responsible to ensure that those under twenty-one (21) years of age attending any events do not consume alcoholic beverages.
- 12.5. For events held during the Bar & Grill non-business hours, the lessee of the Ballroom and/or Card Room has exclusive use of the bar area when food or beverage is provided by the Bar & Grill.
- 12.6. It is the right of the Association, and/or the Bar and Grill Manager to refuse service of alcoholic beverages to intoxicated or unruly patrons and may have them physically escorted from the premises.

12.7. The Bar and Restaurant Manager shall establish fees for food and beverage service for resident functions that may be reduced from those for outside groups, but that ensure that all costs are covered.

13. Personal and Group Events

13.1. Reservation Hours:

- a. The Ballroom, Card Room, and Activity Room of the Wellington Clubhouse are the only rooms which may be reserved. Reservations are available seven (7) days a week from 8:00AM until 12:00AM.
- b. The Community Association Manager (CAM) or any of its designees has the right to close an event early if there are any violations of the policies contained in these Rules and Regulations.
- c. Overage time past scheduled rental is deducted from the Security Deposit.

13.2. Room reservations which include food or beverage service shall be scheduled with the Bar and Grill Manager. Food service includes food provided by the Bar and Grill as well as approved external vendors (catered or drop off service). When an external vendor is providing drop off service, arrangements must be made with the Bar and Grill Manager for table busing and clean up. Options include busing and clean up by the Lessee or payment to the Bar and Grill for said services are available.

13.3. Residents may supply their own food and non-alcoholic beverages for a reserved event when the Bar and Grille is closed.

13.4. Room reservations which do not include food or beverage service shall be scheduled with the Administrative Receptionist.

13.5. The Bar and Grill Manager and the Administrative Receptionist will coordinate room reservations to prevent scheduling conflicts.

13.6. Reservations are made on a 'first come first served' basis. A reservation is considered to be a 'confirmed reservation' when the lease has been signed by all parties and fifty percent (50%) of the applicable rent and security deposit, if any, have been paid. The balance of the rent due shall be paid ten (10) business days prior to the event. If the full amount of the rent and security deposit, if any, is not paid a minimum of ten (10) business days prior to the event, at the option of the lessor, the reservation will be canceled.

13.7. The Lessee must be in attendance at the event. A parent or adult must accompany children under the age of sixteen (16) years old. The maximum number of participants at the event shall not exceed the number of occupants as permitted by Hernando County and/or the Hernando County Fire Marshall.

13.8. The Board of Directors reserves the right, in the sole discretion of the Community Association Manager (CAM), to limit the frequency of use of the clubhouse by any event sponsor or to cancel a scheduled event without reasonable notice. If the CAM cancels the event for any reason, the Board of Directors and CAM shall not be liable for any

costs or damages incurred by the event sponsor because of the cancellation of the event.

13.9. Any exception to or change to the Wellington Clubhouse Regulations and Leasing Rates shall require a majority vote of the Wellington Master Board of Directors.

14. Cancellation Policy

If the event is canceled by the Lessee less than ten (10) business days prior to the event, fifty percent (50%) of the previously agreed upon rent shall be refunded along with the Security deposit, if any. If the event is canceled by Lessee more than ten (10) days prior to the event, the Lessee shall refund in full within ten (10) business days of receiving the notice of cancellation.

15. Damage and Housekeeping Policy

- 15.1. A security deposit (see Wellington at Seven Hills Room Rental Fee Schedule) is payable upon execution of a lease when food for an event is provided by a source other than the Bar and Grill. Wellington Recognized Organizations (see Wellington at Seven Hills Recognized Organization Listing) will not be required to post a security deposit.
- 15.2. When Wellington staff is present at an event, the staff will inspect the leased space for damage, removal of waste, and cleanliness immediately after an event. If staff is not present at an event, the inspection will occur the next calendar day. Issues relevant to the inspection will be documented in writing and with digital pictures.
- 15.3. Lessee will be notified and provided documentation of any damage and/or housekeeping violation. Cost of clean up, repair or replacement will be deducted from the security deposit.
- 15.4. The Lessee is required to remove trash accumulated as a result of the event from the building. Lessee is required to provide his/her own trash bags. If trash is not removed, a Trash Removal fee will be charged (see Wellington at Seven Hills Room Rental Fee Schedule).
- 15.5. The Lessee is required to clean all tables and chairs used during the event and return room layout to its original state. A Maintenance Fee (see Wellington at Seven Hills Room Rental Fee Schedule) will be charged when Lessee fails to comply.
- 15.6. The Lessee shall pay the Wellington of Seven Hills Community for the repair of any damage to the clubhouse in excess of the Security Deposit.
- 15.7. Remaining security deposit, if any, will be refunded to the Lessee within (10) business days.

16. Responsibilities

- 16.1. Room rental charge includes table and chair set up and take down at no additional charge to the Lessee. Residents who do not pay a fee are responsible for their own table and chair setup and take down unless the Bar and Grill is involved with food or beverage service.
- 16.2. Table cloths, napkins, utensils, plates, cups, carry out boxes, and serving dishes are supplied for an event when food service is provided by the Bar and Grill. Table clean up and waste disposal are included in the cost of the food service.
- 16.3. Table cloths, napkins, utensils, plates, cups, carry out boxes, and serving dishes are **not** supplied for an event when food service is provided by the Lessee or an external vendor. Table clean up and waste disposal are the responsibility of the Lessee or vendor.
- 16.4. The caterer shall be responsible for contacting the Bar and Grill manager to coordinate services and for permission to use the kitchen facilities if needed.
- 16.5. Beverage service provided by the Bar and Grill for an event whose hours exceed the Bar and Grill normal business hours requires the

consent of the Bar and Grill manager. Additional fees may apply for extended Bar and Grill staffing hours.

16.6. Beverage service provided by the Bar and Grill for an event includes beverage clean up.

17. Non-Resident Use

17.1. **Social Events:** Leasing of applicable rooms for social purposes is available to non-residents who will be charged as indicated in the attached Room Fee Schedule under the category **Non-Resident Social**. Also included in this category is the availability of an outside business to rent a room to conduct a business meeting for their employees for training or ceremony.

17.2. **Business, Commercial, Fund Raising Events:** Leasing of applicable rooms for financial gain or fund raising events is available to non-residents. Non-residents will be charged as indicated in the attached Room Fee Schedule under the category **Non-Resident Commercial**.

17.3. Room rental does not extend to use of additional clubhouse amenities, i.e. swimming pool, billiards room, exercise room, library, etc.

18. Resident Use

18.1 Use by Resident for Resident

a. **Personal Social Use** - No fee or rent will be charged to a resident who reserves a room(s) for personal social use to celebrate or commemorate a resident's birthday, wedding anniversary, wedding, funeral reception, etc.

b. **Non-Personal Social Use** – No fee or rent will be charged to a resident who reserves a room(s) for non-personal social use so long as invitees/attendees are limited to Wellington residents only.

c. No fees of any kind may be charged nor can any revenue be generated directly or indirectly. Also, the event cannot be hosted on behalf of a social, political, religious, commercial, or any other enterprise external to Wellington.

18.2 Use by Resident for Non-Resident

a. Room fees or rent shall be charged as per the attached Room Fee Schedule under the heading **Residents for Non-Residents**. Such events shall include familial events, i.e. grandson's birthday, son's anniversary, daughter's wedding reception, sister's funeral reception, etc. Also included under this sub-paragraph are events hosted by a resident for social, political, religious, or other affiliations external to Wellington.

b. No fees of any kind may be charged nor can any revenue be generated directly or indirectly.

18.3 Resident for Commercial Purposes

a. The Room Fee Schedule under the heading **Resident Commercial** is applicable when a resident schedules an event for commercial or financial gain. Leasing for a business or commercial use is allowed

only when the business or commercial entity is not relevant to a home based business.

19. Wellington HOA Functions

- 19.1. The Social, Entertainment, and Activity Committee shall schedule all community events in yearly calendar to prevent conflicts.
- 19.2. Room rental fees will not be charged for activities sponsored by the Social, Entertainment, and Activity Committee.
- 19.3. The committee will establish prices which ensure that all expenses (entertainment, food, staff, etc.) are covered.
- 19.4. All ticket sales, income, and expenses will be the responsibility of the Committee.

20. Resident Organizations

- 20.1. Room rental will not be charged for activities sponsored by Wellington Recognized Organizations (see Wellington at Seven Hills Recognized Organizations Listing).
Events must be coordinated with Social, Activities and Entertainment Committee to prevent conflicts.
- 20.2. Resident groups will assume responsibility for all aspects of the event including ticket sales, expense reimbursement, scheduling, cleanup, etc.

21. Fitness Center

- 21.1. Use of the fitness center equipment is at your own risk.
- 21.2. Children under sixteen (16) years of age are not permitted in the fitness center.
- 21.3. Prior to embarking on a fitness program, please consult your physician.
- 21.4. Proper athletic shoes are required when using the equipment.
- 21.5. Food or drink is not permitted in the fitness center. Only water is permitted.
- 21.6. It is the responsibility of each individual to wipe down equipment after use. It is the responsibility of the last individual leaving the fitness center to turn off the lights and lock the door.

22. Billiard Room

- 22.1. Use of the Billiard room is at your own risk.
- 22.2. Children under sixteen (16) years of age must be accompanied by an adult.
- 22.3. It is the responsibility of the last individual leaving the Billiard room to turn off the lights and lock the door.

23. Computer Room

Note: Computer terminals may used by members and their guests.

- 23.1. Use of the computer room is at your own risk.
- 23.2. Children under sixteen (16) years of age, if accompanied by an adult may enter the computer room
- 23.3. Computer room is strictly for computer use and reading. Every effort will be made to avoid holding association sponsored meetings in this room.

- 23.4. Food or drink is not permitted in the computer room.
- 23.5. It is the responsibility of the last individual leaving to turn off the lights and lock the doors when leaving.

24. Activity Room

- 24.1. Use of the activity room is at your own risk.
- 24.2. Children under sixteen (16) years of age must be accompanied by a member or an adult guest.
- 24.3. It is the responsibility of the last individual leaving the activity room to turn off the lights.

25. Facilities Out Doors

- 25.1. **Pool and Spa:** The safety and enjoyment of the Wellington members, residents and guests are the primary concerns in the operation of the pool and spa. Please observe the following restrictions and requirements when using these facilities.
 - a. No life guard is on duty at any time; therefore, use of the pool and spa is at your own risk.
 - b. If you have any physical restrictions or taking any medications, contact your physician prior to using the pool or the spa.
 - c. The spa is for adults only. Children under sixteen (16) years of age are not permitted in the spa.
 - d. Management may require that any disruptive individual leave the pool area immediately.
 - e. 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. Days and hours will be posted in advance. Members, residents and guests are not to use the pool during maintenance services.
 - f. This is not a lap pool.
 - g. A shower must be taken prior to entering the pool or spa. Poolside showers are provided at two locations: 1) behind the water fall and 2) on the side of the restroom building.
 - h. Individuals with cuts, open sores, infections or bandages are not permitted to use the pool or spa.
 - i. Swimsuits are required at all times. 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.
 - j. Diving or jumping into the pool or spa is prohibited. Running on the pool deck, rough play, excessive noise and splashing is not allowed.
 - k. Incontinent individuals must wear Swimmies and take all necessary protective action to protect the pool and its occupants. Each member is responsible for his or her violation of this provision, as well as any violation committed by the owner's guest. Costs of cleaning and sterilization of the pool if there is an accident shall be the obligation of the violating party and their owner-host, if the violating party is a guest. Members or guests who have an ostomy

device are required to clean it before entering the pool to reduce the chance of contamination.

- l. The following swim aids are permitted: life vests, life back-packs, life rings, flotation swim suits, flotation arm bands and noodles.
- m. The following items are NOT permitted: Inflatable devices including floats, rafts, balloons, inner tubes; snorkels, fins, toys, balls, frisbees and in-pool lounge chairs.
- n. Throwing any object in or around the pool area is not permitted.
- o. Children who cannot swim must use the shallow end of the pool and must be closely supervised by a parent or designated adult at all times.
- p. 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 eight (8) feet from the edge of the pool or spa.
- q. If using suntan lotions, protective coverings must be placed on tables, chairs or lounges.
- r. The tables or chairs in the pool area are not to be used as changing areas for infants and young children.
- s. Radios, TV's or tape recorders in the pool area may only be used with earphones or during Club House sponsored activities.
- t. The area to the rear of the Club House outside the pool fence is for Bocce, Shuffleboard and Horseshoe use only.
- u. Members shall not give their guests keys to the outside closet where play equipment is stored.

26. Tennis Courts

- 26.1. Use of the courts is at your own risk.
- 26.2. Children under sixteen (16) years of age must be accompanied by a member or adult guest.
- 26.3. Tennis players must wear proper tennis attire. Sneakers are required to be used by all individuals using the tennis courts.
- 26.4. All trash, cups and empty cans are to be placed in trash receptacles.
- 26.5. All rules of play and etiquette are to be observed.

27. Bocce And Shuffle Board

- 27.1. Use of the courts is at your own risk.
- 27.2. Children under the age of sixteen (16) are not permitted to use the bocce and shuffleboard courts unless accompanied by a member or adult guest.

28. Horseshoes

- 28.1. Use of the horseshoes area is at your own risk.
- 28.2. Children under sixteen (16) years of age may not use the horseshoe facility unless accompanied by an adult.

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