SPANISH WELLS CONDOMINIUM ASSOCIATION
3435 San Bernadino Drive
Delray Beach FL 33445
561-562-6960

Rules and Regulations

The following Rules and Regulations govern the use of the common areas and the conduct of the Association members, guests and tenants.

1. **Automobiles**: automobiles may be parked in areas provided for that purpose only. No more than (2) cars per unit. No commercial vehicles, boats, trailers, tractors, recreation vehicles or loud or noisy vehicles, machine or device shall be used, operated, stored, or parked in any unit, parking area, street or other portion of the Condominium property, provided, however that this provision shall not include the use of delivery trucks, other trucks, equipment or machinery necessary for the maintenance, care or protection of the condominium property. Under no circumstances, is any vehicle to be parked on the grass, jogging path, or in any space not approved as a parking area. Any vehicle improperly parked will be towed at the owner's expense. All vehicles must have a current tag and all vehicles must be operable (City code and Fire Department regulations). No repairs are allowed to be made on community property. PODS are allowed upon notification to the manager and approval of the Board of Directors for a maximum of 10 days (to include 2 weekends).

2. **Parking**: No unit owner's/lessee's vehicle(s) may be parked in any space other than the two (2) spaces assigned to the unit. No more than one (1) vehicle per space is allowed. No parking on any part of the grass is allowed for any reason. No parking on the street or parking aisles is allowed.

3. **Pets**: No unit or portion of the Condominium property shall be occupied by any pet animal except as specifically permitted by the Board of Administration of the Association. No pet shall be allowed outside of a unit unless leashed. No pet animal shall be allowed to create a nuisance or disturbance of any kinds. The owner of any pet animal shall be liable for any and all damage caused by such animal to any part of the Condominium property. The Board of Administration may withdraw any permission for a pet to occupy any unit or other portion of the Condominium at any time with or without cause. No more than two (2) animals shall be allowed per unit. Pets must weight 50 lbs. or less. The owner of any pet animal who does not clean up any mess made by their pet animal shall be subject to a fine.

4. **Units**: Each of the units shall be occupied only by the record Owner or Owners of the units, their guests, lessee, and servants, as a residence and for no other purpose. No unit may be divided or sub-divided into smaller units nor any portion sold or otherwise transferred without amending the Declaration of Condominium to show the changes in the units to be affected.

5. **Nuisances**: No nuisance shall be allowed upon the Condominium property or recreational facilities, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the Condominium shall be kept in clean and sanitary condition; no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No unit Owner shall permit any of his/her unitor make use of the common elements that will increase the cost of insurance upon the Condominium property.

6. **Guests**: The Owners of the units shall be fully responsible for the activities and actions of their guests or visitors and shall take all action necessary or required to ensure that all guests and visitors truly comply with the provision of the Declaration of Condominium and the Rules and Regulations of the Association.

7. **Lawful use**: No immoral, improper, offensive, or unlawful use shall be made of the condominium property, recreational facilities, nor any part of it, and valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The opportunity of meeting the requirements of governmental property or recreational facilities shall be the same responsibility for maintenance and repair of the property concerned.

8. **Antenna**: No radio, satellite dish, or television antenna or any wiring for any purpose may be installed on the exterior of the building, which shall make it within view from the exterior of the building.

9. **Windows and doors**: No change shall be made in the color or kind of any exterior wall, roof area, fence or enclosure, balcony, window, door, glass, or screen without the prior consent of the Board of Administration of the Association.

10. **Signs:** An owner may identify his/her unit with a sign identifier of type and size approved by the Association and mounted in a place and manner approved by the Association. No other signs may be displayed except for small "For Rent" or "for Sale" signs approved by the Association. " For Sale" or "For Rent" signs displayed on units can be no larger than 12 x 15 inches. No " For Sale" signs can be displayed in vehicles.

11. **Balconies**: balconies, patios and terraces shall be used for the purpose intended only and shall not be used for hanging garments, towels, or other objects or for cleaning rugs or other household items and may not be altered in any manner without the approval required by the Declaration of Condominium.

12. **Laundry Facilities**: Each unit is equipped with complete laundry facilities and no drying of laundry outside any unit will be permitted. No hanging of clothing or laundry on balconies or other areas that may be seen from the exterior of the unit.

13. **Common areas**: Common areas will be used for the purpose intended. No articles belonging to unit owners will be kept in such areas, and common areas shall be kept free from obstruction.

14. **Exterior walls**: No change or alteration of any wall shall be made to the exterior building walls or roof areas without obtaining prior approval required by the Declaration of the Condominium.

15. **Patio Areas**: Patio doors/gates must be always closed. No landscaping may infringe over the fenced area, and must be maintained in a neat manner.

16. **Landscaping**: No planting or landscaping in the common areas shall be done without the approval of the Association. No planting of any sod, bushes, plants or flowers may be done on the exterior of the unit fence.

17. **Pools & Clubhouse**: No ball playing, bicycles, skateboards, roller blades are allowed in the pool areas. Soft drinks only are allowed at both pool area and clubhouse. Clubhouse is available for private parties by reservation only made at least 2 weeks in advance. A cleaning deposit is required.

18. **Roofs/Air Conditioner**: No person is permitted on the roofs of the units for any reason without notifying the property manager. Any repairs to or replacement of air conditioners must comply with Roof and Air Conditioner specifications available in the office.

19. **Failure to give notice:** No unit owner may sell, lease, sub-lease, or transfer title to his/her unit without prior notice to and written approval of the Association. Should an individual acquire by title, gift, devise, inheritance or any other manner, said individual shall give notice to the Association of acquiring of title, together with such information concerning the unit Owner as the Association may reasonably require, and a certified copy of the instrument evidencing the Owner's title. If the required notice is not given and approval received , then at any time after receiving knowledge of a transaction of even transferring ownership or possession of a unit, the Association as its election and without notice, maybe approve or disapprove the transaction of ownership. No unit owner may lease his/her unit more than once during a twelve (12) month period.

20. **Failure to make application**: Any purchaser or renter, who fails to make proper application to the association prior to occupancy, may be subject to rejection of application and/or eviction.

21. **Noncompliance by Tenant and/or Unit Owners**: any tenant or unit Owner found in violation of the Rules and regulations stated within shall be subject to the immediate revocation of his/her approval and immediate eviction from Spanish Wells Condominium and/or possible fines, towing of vehicle(s) and legal action as may be required. The unit Owner will be responsible for all legal fees associated with the non-compliance and shall include all attorneys' fees and court costs with association with such action.