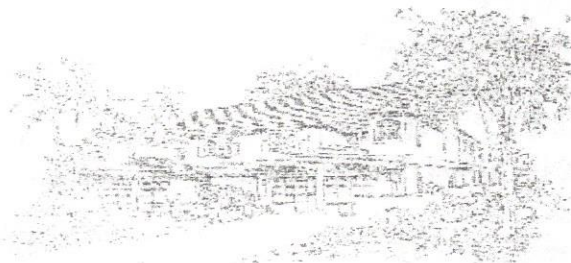
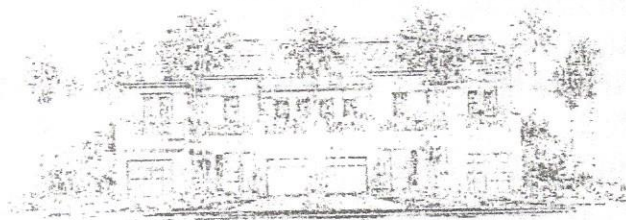


**Andover at Wycliffe  
Condominium Association, Inc.**

**Rules and Regulations**



# Contents

1	RULES AND REGULATIONS
2	FACILITIES
3	NOISE
4	OBSTRUCTIONS
5	ANIMALS and PETS
6	DESTRUCTION OF PROPERTY
7	EXTERIOR APPEARANCE
8	CLEANLINESS
9	BALCONIES
10	STORAGE and GARAGE AREAS
11	EMERGENCY ENTRY
12	BICYCLES
13	PLUMBING
14	ROOF
15	SOLICITATION
16	EMPLOYEES
17	COMMERCIAL PROHIBITION
18	COMMON FACILITIES
19	HURRICANE SHUTTERS and PREPARATIONS
20	SIGNS
21	VEHICLES, GARAGES, and PARKING
22	AIR-CONDITIONING UNITS
23	LIGHTING
24	RENTAL OR LEASE
25	NUISANCE
26	COMMON AREAS
27	IRRIGATION SYSTEM
28	SECURITY LIGHTS
29	LISTING UNITS FOR SALE OR LEASE
30	FINES
31	KEY HOLDER
32	BOARD MEETINGS
33	SWIMMING POOL
34	OUTDOOR COOKING
35	DRIVING IN ANDOVER
36	VACANT UNITS

# Alphabetical Contents

22	AIR-CONDITIONING UNITS
5	ANIMALS and PETS
9	BALCONIES
12	BICYCLES
32	BOARD MEETINGS
8	CLEANLINESS
17	COMMERCIAL PROHIBITION
26	COMMON AREAS
18	COMMON FACILITIES
6	DESTRUCTION OF PROPERTY
35	DRIVING IN ANDOVER
11	EMERGENCY ENTRY
16	EMPLOYEES
7	EXTERIOR APPEARANCE
2	FACILITIES
30	FINES
19	HURRICANE SHUTTERS and PREPARATIONS
27	IRRIGATION SYSTEM
31	KEY HOLDER
23	LIGHTING
29	LISTING UNITS FOR SALE OR LEASE
3	NOISE
25	NUISANCE
4	OBSTRUCTIONS
34	OUTDOOR COOKING
13	PLUMBING
24	RENTAL OR LEASE
14	ROOF
1	RULES AND REGULATIONS
28	SECURITY LIGHTS
20	SIGNS
15	SOLICITATION
10	STORAGE and GARAGE AREAS
33	SWIMMING POOL
36	VACANT UNITS
21	VEHICLES, GARAGES, and PARKING

# Andover at Wycliffe Condominium Association, Inc.

## Rules and Regulations

The Rules and Regulations hereinafter enumerated as to the Condominium Property, the Common Elements, the Condominium Units, and the Condominium in general shall apply to and be binding upon all unit owners. The Unit Owners shall at all times obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed 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 Association and other Unit Owners pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Association and the Bylaws of the Association. Violations may be remedied by the Association as provided in the Declaration of Condominium, 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 against any person violating the Rules and Regulations, of the Declaration of Condominium and any of the Exhibits attached thereto. 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 of identical or similar situations unless notified in writing by the Board of Directors.

### **THE RULES AND REGULATIONS ARE AS FOLLOWS:**

#### **1. RULES AND REGULATIONS:**

Violations should be reported to the Board of Directors or to the Officers of the Association or to any designees thereof.

Violations will be called to the attention of the violating owner by the Board Directors and the Board of Directors will also notify the appropriate committee of the Board of Directors, if any.

Disagreements concerning violations will be presented to and be judged by the Covenants Committee who will take appropriate action.

Unit Owners are responsible for compliance by their guests or lessees with these Rules and Regulations.

#### **2. FACILITIES:**

The facilities of the Condominium are for the exclusive use of Unit Owners, their approved lessees and guests accompanied by a Unit Owner. Any damage to the buildings or other common areas or equipment caused by a Unit Owner or his guest shall be repaired at the expense of the Unit Owner.

#### **3. NOISE:**

Unless expressly permitted in writing by the Association, no floor covering shall be installed in the Unit, other than carpeting. If any ceramic tile or other hard surface material is to be installed in a Unit, such material must be set upon a sound proofing bed approved by the Condominium Association.

#### **4. OBSTRUCTIONS:**

Sidewalks, entrances, driveways, passages, patios, courts, stairways and all Common Elements shall be kept open and shall not be obstructed in any manner. No sign, notice or advertisement shall be inscribed or exposed on or in any window or any part of the Condominium Property, except such as shall have been approved in writing by the Association, nor shall anything be

Projected out any window in a Condominium Building without similar approval. No radio or television aerial or antenna or other apparatus for the transmission of television, radio or other signals of any kind shall be attached to or hung from the exterior of a Condominium Building, the roof thereon, balcony, patio, porch, or terrace unless approved in writing by the Association. Requests to install antennas or satellite dishes that measure one meter or less and are attached to Limited Common Elements (as defined in the Declaration of Condominium) and are exclusively used or controlled by the unit owner, will generally be approved subject to aesthetic considerations.

**5. ANIMALS and PETS:**

No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted in any Unit, except as provided herein. Not more than one (1) pet shall be permitted per Unit. The maximum weight per pet shall be (40) forty pounds. All pets must be registered with the Association. The keeping of a dog or other domestic pet at the Condominium is not a right of a unit owner, but is a conditional license. This conditional license is subject to termination at any time by the Board of Directors upon finding that a dog or other pet is vicious, is annoying to other residents, or has in any way become a nuisance. The owner of a pet assumes the liability for all damages to persons or property caused by the pet or resulting from its presence at the Condominium.

This license is subject to the following conditions:

Pets shall be kept on a leash at all times when outside the unit. No pets are allowed within the fenced-in pool area.

Pets are permitted to have excrements upon the Common Elements provided that the owner shall immediately remove such excrement from the Common Elements with a "pooper-scooper" or other appropriate tool and deposit said waste in an approved trash receptacle.

The owner of a pet shall be responsible, and by virtue of ownership assumes responsibility, for any damage to persons or property caused by his pet.

Any pet whose owner violates the provisions and intent of this rule shall be deemed a nuisance and shall be subject to removal.

**6. DESTRUCTION OF PROPERTY:**

Neither Unit Owners, their lessees, nor guests shall mark, mar, damage, destroy, deface or engrave any part of the Condominium Property. Unit Owners shall be financially responsible for any such damage.

**7. EXTERIOR APPEARANCE:**

The exterior of the Condominium Buildings and all other areas appurtenant to the Buildings shall not be painted, decorated or modified by any Unit Owner in any manner without the prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, light reflective material, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the Condominium Property except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association. All shutters must be uniform in appearance. Installation of drapes, curtains, blinds, or verticals visible from the exterior of the Unit shall have neutral colored lines, which lines must be approved by the Association.

**8. CLEANLINESS:**

All garbage must be put in plastic bags with closures and deposited with care in garbage containers with lids intended for such purposes. Products for recycling such as glass or plastic bottles and tin cans are to be rinsed and placed in the proper SWA blue bin. Newspapers, paper bags, and magazines are to be placed in the yellow bin.

Garbage cans, recycling bins, and all other refuse are not to be put out prior to 7:00 P.M. the night before a scheduled collection day. All empty containers are to be put back into garages immediately after collection but no later than 7:00 P.M. of the day of collection.

**9. BALCONIES:**

Plants, pots and other movable objects must not be kept, placed, or maintained on ledges of balconies or on terraces. No object of any kind may be placed on ground level privacy walls. No objects shall be hung from balconies, patios, or windowsills. No cloth, clothing, rugs or mops shall be hung upon or shaken from windows, doors, balconies and/or terraces. Unit Owners shall remove all furniture and loose objects from the balconies and terraces during hurricane season. Unit Owners shall not throw cigars, cigarettes, or any other object from balconies or terraces. No cooking shall be permitted on any porch, balcony, or terrace of any apartment. Unit Owners shall not allow anything to be thrown or to fall from windows, doors, balconies, or terraces. No sweeping or other substances shall be permitted to escape to the exterior of the building from the windows, doors, balconies, or terraces. Balconies may not be enclosed or screened, without prior written consent of the Board of Directors of the Association.

**10. STORAGE and GARAGE AREAS:**

Unit Owners are responsible to see that nothing is placed in the storage areas and garage areas which would create a fire hazard; that would be subject to being infested; or that would be subject to spoilage.

**11. EMERGENCY ENTRY:**

In case of an emergency originating in or threatening any dwelling, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or any management firm, shall have the right to enter such dwelling for the purpose of remedying or abating the cause of such emergency.

**12. BICYCLES:**

Bicycles must be placed or stored within the units.

**13. PLUMBING:**

Water closets and other plumbing shall not be used for any other purposes than those for which they are constructed, and no sweepings, rubbish, rags, or other foreign substances shall be thrown therein. The cost of any damage resulting from misuse of same shall be borne by the Unit Owner causing the damage.

**14. ROOF:**

Unit Owners, their lessees, their families, and guests are not permitted on the roof for any purpose whatsoever.

**15. SOLICITATION:**

There shall be no door to door solicitation by any persons anywhere in the Andover Community for any cause, charity, or for any other purpose whatsoever, unless specifically authorized by the Board of Directors.

16. **EMPLOYEES:** Employees of the Association and employees of any management firm shall not be sent away from the Condominium Property by any Unit Owner, except in the Unit Owner's capacity as an officer or director of the Association, at anytime, for any purpose. No Unit Owners or resident shall direct, supervise, or in any manner attempt to assert any control over the employees of the Association and/or management firm.

17. **USE OF UNITS:** No Unit may be occupied or used for any commercial or business purpose. The maximum number of occupants residing at a unit shall be limited to (2) two per bedroom.

18. **COMMON FACILITIES:** Unit Owners are requested to cooperate with any management firm in the use of common facilities where more than one organized activity is scheduled for the same time.

19. **HURRICANE SHUTTERS and PREPARATIONS:**

Each Unit Owner or Lessee who plans to be absent from his Unit during the Hurricane Season, and does not have approved hurricane shutters or sliding glass doors (plastic is not acceptable) must prepare their Unit prior to departure by removing all furniture, plants and removable objects from the porch, balcony or terrace.

Unit owners wishing to install hurricane shutters must submit an Architectural Change Request and obtain the approval of the Board of Directors. The Board adopted standards for hurricane shutters in May, 2005, and may amend them from time to time.

20. **SIGNS:**

No sign of any kind shall be erected by an Owner within the Properties without the written consent of the Board of Directors. The Board of Directors shall have the right to erect signs.

21. **VEHICLES, GARAGES AND PARKING:**

Due to our narrow streets, no parking by anyone is allowed on the residential side of any Andover street as such parking would interfere with the operation of emergency vehicles. Any vehicle parked on the residential side of any Andover street will be immediately towed and stored at the owner's expense.

No parking by anyone is allowed on the grass, against shrubbery, within six (6) feet of a mailbox pod, on Ascot Green Way or in any area designated as "No Parking". Owners shall park only in their garage, if any, or in the driveway serving their Unit or appropriate spaces or designated areas in which parking may or may not be assigned and then subject to such reasonable rules and regulations as the Board of Directors may adopt.

All commercial vehicles, vehicles with commercial writing on their exteriors, trucks, pickup trucks, tractors, mobile homes, recreational vehicles, trailers (with or without wheels), campers, camper trailers, boats, other water craft and boat trailers must be parked entirely within the garage with the door closed unless otherwise permitted by the Board. No garage may be altered in such a manner that the number of automobiles which may reasonably be parked therein after alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed. Each Unit is limited to three (3) vehicles which may include a maximum of two (2) automobiles (passenger vehicles legally capable of use on public highways, as distinguished from golf carts). If a unit has two automobiles, one automobile must be parked in the garage and the other automobile in the driveway. If a unit has a golf cart which is parked in the garage, one automobile must be parked in the driveway and the other automobile may be parked in a visitor's parking space or on the street across from the buildings.

Contractor, delivery and utility vehicles may park on the designated side of the street between the hours of 7:00 AM and 7:00 PM when they have appointments in the community. Any vehicle parked on any street within Andover or designated parking area for fourteen (14) days or more will be deemed an abandoned vehicle and will be towed away at the owner expense unless written permission is granted by the Board of Directors or the management company. Unit Owners may park registered vehicles overnight at either side of the pool area provided that the unit owner has fully utilized their garage, driveway, and assigned parking space(s) for parking registered vehicles. Unit Owners should report parking violations to the Board or to the Property Manager. At the discretion of the Board of Directors, vehicles that violate Andover's parking rules may be towed and stored at the owner's expense. Unit Owners are responsible for the vehicles of guests, contractors, delivery agents, and utility companies visiting or working at their unit, and will assure that such vehicles are properly parked or those vehicles may be towed as described above.

22. **AIR-CONDITIONING UNITS:** Except as may be permitted in writing by the Board, no window air-conditioning units may be installed in any Unit.

23. **LIGHTING:** All exterior lights and bulbs must be approved in accordance with the Declaration of Condominium of Andover at Wycliffe.

24. **RENTAL OR LEASE:** No Unit Owner may transfer possession or otherwise dispose of a Unit or any interest therein by lease or similar interest or document ("lease") or change occupancy, except to another Unit Owner who is not in default hereunder, without written approval of the Association. Approval of a lease shall be restricted by the following provisions: No portion of the Unit (other than an entire Unit) may be rented. All leases must be in writing and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing the Condominium. Leases shall be deemed to provide the foregoing provision whether or not expressly stated therein. The Association shall require a reasonable security deposit for any lease or occupancy when the Owner of the Unit does not reside in the Unit. The security deposit shall be used for any damages caused to the common elements and/or association property, for violations and/or fines, etc. during the occupancy. Leasing of the Units shall also be subject to the prior written approval of the Association. During the term lease, only the approved tenants/occupants shall be permitted to reside in the Unit. No Unit shall be leased for a term of less than three months, nor more than once during the period between October 1<sup>st</sup> and September 30<sup>th</sup> of the succeeding year, or for more than twelve (12) months in duration. Extensions or rentals of any lease shall be deemed a new and separate lease for purposes of this section. The Unit Owner shall be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to the property caused by the negligence of the tenant. One of the grounds for disapproval of a proposed lease shall include, but is not limited to a Unit Owner being delinquent in the payment of assessments. In the event an owner becomes delinquent in the payment of assessments to the Association while the unit is occupied by a tenant, the Association shall have the right to notify the tenant of such delinquency and demand that the tenant begin paying rental payments to the Association, until the delinquency is satisfied. During this period of time, the owner shall not have the right to file an eviction proceeding against the tenant for non-payment of rent. As a further condition for approving a proposed lease, the Board of Directors shall have the right to require one quarterly payment of assessments to be deposited with the Association. These monies shall be utilized in the event the owner becomes delinquent during the term of the lease. If there remains funds available at the end of the lease term, the funds shall be returned to the owner.



No Unit may be leased during the first twelve (12) months of ownership of the Unit, measured from the date of the most recent instrument conveying an interest in title to the Unit. In the event that a Unit Owner acquires title to a Unit with a tenant in possession under a lease previously approved by the Association, the Unit shall not be leased again until the twelve (12) month anniversary of the expiration of the approved lease. This prohibition against leasing during the first twelve (12) months of ownership of the Unit however, shall not apply to transfer by gift, devise, or inheritance to a co-Owner of the Unit or to a member of the Unit Owner's immediate family or to a Unit owned by the Association. A Unit Owner's immediate family shall be defined as the Unit Owner's spouse, parents, children, grandparents, grandchildren, great-grandparents or siblings. This restriction prohibiting leasing during the first twelve (12) months of ownership of a Unit shall be effective when recorded in the Public Records of Palm Beach County, Florida and shall apply to all transfers of any interest in a Unit occurring after such recordation, except that this prohibition shall not apply to transfers to the Association or to transfers by gift, devise or inheritance to a co-Owner of the Unit or to a member of the Unit Owner's immediate family as provided hereinabove. Any transfer or lease in violation of this provision shall be void.

A Unit Owner intending to make a bona fide lease of his Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject to approval by the Association. The Association may perform credit and criminal background checks on intended occupants (18 years and older). The Board of Directors may set criteria for approval from time to time, and may require such information from the applicants as may be required to apply such criteria, including credit and criminal record information. The Association may charge a reasonable application fee as determined by the Board from time to time and may require the applicants to participate in a personal interview. Any transfer, except transfers between spouses or legal and/or beneficial ownership of a Unit, whether such transfer is to family members; shareholders, members, managers or officers of any entity; trustees; or devised or inherited; shall be subject to the provisions of this Section regardless of whether any consideration, benefit, fee, service, gratuity or emolument is involved.

Each Unit Owner transferring a Unit shall also transfer the Unit Owner's membership in the Wycliffe Gold and Country Club (the "Club"), forever in the case of a transfer of the fee simple title to a Unit, or for the duration of the lease in the case of a lease. During the term of any said lease, the Tenant shall be primarily responsible for payment of dues and membership fees to the Club, which amounts shall be in addition to and in excess of any rent paid to the landlord Unit Owner. No lease shall be approved which has the effect, intent or otherwise, of providing for a reduced periodic rent which reduction partially or wholly offsets the dues and membership fees against the prevailing market rent for similar units, within Wycliffe. Evidence of the transfer of Club membership to a purchaser or Tenant shall be a pre-requisite to approval by the Association of the Unit transfer. In the case of Unit Owners or Units not encumbered by mandatory membership in the Club, to the extent permitted by the Club, the Tenant or Unit Owner shall provide, prior to approval evidence of membership or formal written rejection of same by the Club. The purpose of this provision is to ensure that, in addition to the ordinary cost of residence within the Condominium as measured by the prevailing market rent, Tenants are required to bear the additional costs of residence and participation in the gold and country club style community represented by Andover at Wycliffe and Wycliffe at large. To the extent that Wycliffe or other entities are not required to in fact do not cooperate with effectuating this purpose, the Unit Owner and Tenant shall structure their lease transfer transaction nonetheless to effectuate such purpose, and said transaction structure, as with other aspects of the lease, shall be subject to the approval of the Association. If in the sole discretion and determination of the Board of Directors, all or part of the provisions of this paragraph are not workable or violate the governing documents of

The Club or of Wycliffe Community Association, Inc., the Board may amend this provision at a meeting noticed and held in the same manner as a meeting to approve a budget or special assessment.

25. **NUISANCE:** Nothing may or shall be done on any part of the Condominium Property, which may be or may become an annoyance or nuisance to any Unit Owner, lessees or guests. No obnoxious, unpleasant, unsightly, or offensive activity shall be carried on, nor may anything be done, which can be reasonable construed to constitute a nuisance, public or private in nature.

26. **COMMON AREAS:** All ground areas from the outside walls of each building are part of the common elements. No alterations, plantings, earth coverings, such as sand, stones or any other material is allowed without the approval of the Board of Directors. The Board of Directors, at their discretion, may order the removal of any alteration, planting, Earth covering or any other material and charge the Unit Owner for the entire cost of removal and any damage caused by the alteration, planting, painting or earth covering. A Unit Owner shall be liable for all damages caused to common elements, Association property, units and other property. This includes, but is not limited to; landscaping destroyed by use of a golf cart or improperly parked vehicles, improper use of tables and umbrellas at the pool resulting in damage or needed cleaning.

27. **IRRIGATION SYSTEM:** No Unit Owner, or their agent, may alter, or have altered any part of the irrigation system.

28. **SECURITY LIGHTS:** Security lights on the sides of each building must be able to illuminate at dusk when the sensor activates the light fixture. Units that have an interior switch that controls the security light must keep the switch in the "on" position at all times whether or not the unit is occupied. This is required for the safety and security of all residents. Failure to conform may result in a \$100.00 fine. This rule applies to security lights, not to the garage lights.

29. **LISTING UNITS FOR SALE OR LEASE:** Any listing or advertising of a unit for sale or lease must be reported to the management company of record immediately upon said listing or advertising of the unit. This requirement is prior to any sales or lease that actually takes place. Failure to confirm may result in a \$100.00 fine.

30. **FINES AND PENALTIES:** The Association may levy reasonable fines against a Unit for the failure of the Unit Owner or its occupant, licensee, or invitee, to comply with any provision of the Declaration, the Association Bylaws, Articles of Incorporation or reasonable rules of the Association and the Wycliffe Community Association. A fine for each violation shall be in the amount of \$100.00. This fine may be levied at that particular rate per day for each day the violation occurs on a running per day basis, so long as the Board's notice informs the offending party or parties of this possibility. The maximum fine is \$1,000. No fine may be levied unless and until the Association shall provide at least fourteen (14) days notice to the offending party or parties (which shall include the Owner) of an opportunity to appear at a hearing on whether the fine should be levied. A fining committee shall be appointed by the Board. The fining committee must be made up of owners and if the committee does not approve the fine, it cannot be levied.

If a Unit Owner is delinquent for 90 or more days in paying maintenance fees or assessments to the Association, their right to use the common properties of the Association, including the Swimming Pool, will be revoked. This penalty will apply to owners, residents, tenants and guests.

31. **KEY HOLDER:** Each Unit Owner must provide a key to the Association's Property Management Company or list

with the Property Management Company of record, a designated key holder". The definition of a "key holder" is a person who shall be able to grant access to a particular unit to management or a member of the Board of Directors in the event access is deemed necessary and the unit owner is not available to grant access. In the event no "key holder" is listed with management or the "key holder" is unavailable and access to a unit is deemed necessary, management or any member of the Board of Directors shall be granted the right to enter any unit by any means possible, and the unit owner shall bear any costs incurred.

32. **BOARD MEETINGS:** The Board of Directors holds quarterly meetings. Special meetings may be called as needed. In accordance with Florida Statute 718, notices of meetings are posted at the front of the community. Unit Owners are welcome to attend all Board meetings except those meetings with the attorney that are classified as attorney client privilege. Unit owners may speak at Board meetings subject to Florida Statute, Roberts Rules of Order Newly Revised, and the following rules: On any agenda item or a pending motion, each Unit Owner may speak once for up to three minutes. The Unit Owner will raise a hand, be recognized by the Chair, stand and identify themselves by their first and last names and street address so that they can be clearly identified on the record and then may speak on the issue. The unit owner is required to act in a business like manner at Board Meetings. Should an owner cause problems at a meeting by either disruption thereof, being discourteous, being violent, etc., the Chair may either adjourn the meeting immediately or demand the removal of the offending owner. At its discretion, the Chair may increase the number of times or the length of time a Unit Owner may speak. Prior to adjournment, the Chair will invite each Unit Owner to make comments or suggestions. A Unit Owner may not raise a topic which is not on the Agenda. In order for the unit owner's topic to be placed on the agenda, the unit owner must make a written request to the Board of Directors in a timely manner. Unit owners may state their point of view when addressing the Board, however, the owner is not entitled to vote on the issue.

33. **SWIMMING POOL RULES:** The pool facilities are reserved for the exclusive use of the residents of Andover at Wycliffe and their guests. NO TRESPASSING.

The pool facilities are open from dawn to dusk each day. Use of the pool outside operating hours shall be a trespass and shall be dealt with by the local police department.

While using the pool facilities, residents and guests must have a key to open the gates and restrooms.

The doors and gates must be closed and locked at all times. Failure to lock all doors and gates could result in vandalism or a crime. Therefore, any owner who fails to lock the doors and/or gates shall be liable for any ensuing damage.

When leaving the pool facilities, residents and guests must close the umbrellas, and replace the chairs and lounges that they used.

Swim at your own risk. There is no lifeguard on duty.

Persons under 16 years of age must be supervised by a responsible adult that is 18 years or older.

NO DIAPERS. For sanitary reasons, all children utilizing the pool must be toilet-trained or must wear an approved waterproof swimsuit (available for purchase at the Wycliffe fitness center).

NO ANIMALS. Animals are not allowed within the pool facilities unless the animal assists a disabled person and qualifies as such under Federal and State Law.

NO FOOD. Food is not allowed within the pool facilities unless authorized in writing by the Board of Directors.

NO GLASS. Beverages must be contained in plastic. Glass is not allowed within the pool facilities.

NO BALL PLAYING. Playing ball is not allowed within the pool facilities.

NO SMOKING. Smoking is not allowed within the pool facilities.

Shower before entering the pool.

The maximum number of bathers allowed in the pool at one time is 30.

NO RUNNING. Do not run within the pool facilities.

NO DIVING. Diving is not allowed. Do not dive. NO DIVING.

Lost and Found items are stored in a bin in the Ladies Room.

FAILURE TO COMPLY WITH THESE POOL RULES BY OWNERS, OCCUPANTS OR GUESTS MAY RESULT IN A FINE OR THE LOSS OF POOL PRIVILEGES.

34. **OUTDOOR COOKING:** Unit Owners may not utilize barbeque grills or otherwise cook on balconies, porches, patios, driveways, or in garages.

35. **DRIVING WITHIN ANDOVER:** Andover's streets are private and not normally patrolled by the Police or the Sheriff's Office. Unit Owners must safeguard and protect each other. All persons operating motor vehicles, golf carts or bicycles on Andover's streets must do so safely and responsibly. Drivers must bring their vehicle to a complete stop before proceeding through a stop sign. Drivers must obey all traffic signs and speed limits. Drivers must keep their vehicles in the right lane of the street and must not cut across lanes or corners. Unit Owners are responsible for the driving behavior of their families, guests, invitees, lessees, servants, contractors and service personnel. Report driving violations to the Board of Directors or the Property Manager. Violations may subject the Unit Owner to any and all remedies available to the Association and other Unit Owners pursuant to Florida Statute 718, the Declaration of Condominium, and the Bylaws, including but not limited to referral to the Covenants Committee and fines. Keep Andover safe. Drive carefully.

36. **VACANT UNITS:** When a unit will be vacant for more than two weeks, the Unit Owner or Resident shall maintain condominium insurance in force as required by the Declaration of Condominium, the Bylaws, or the Rules, shall inform the Key holder to be available, shall turn off the main water supply, shall turn off electricity to the water heater, shall leave the air conditioner running at 80 degrees or less and 60% humidity or less, and shall have the condominium unit inspected at least monthly. If the Unit Owner fails to accomplish any of these requirements and water or other damage results anywhere in the building, the Unit Owner shall be deemed negligent and shall be liable for all damages caused to common elements, Association property, units, and other property as prescribed by the Declaration of Condominium or the Bylaws. In that case, the Association shall have

all manner of recourse available by court of law or court of equity to recover any expenses incurred.

Andover at Wycliffe Condominium Association, Inc.

Revised: March 9, 1998

Revised: December 1, 1998

Revised: December 1, 2001

Revised: September 28, 2005

Revised: April 11, 2012

Revised: November 23, 2012

Revised: March 21, 2013

Revised: July 20, 2013

Revised: November 25, 2015