



**Rules and Regulations  
for the  
Del Webb Nocatee Homeowners Association, Inc.**

**Prepared By**

<b>Document Owner(s)</b>	<b>Organization Role</b>
Michael Molineaux/Jennifer Presson	Association Manager
Nicole Pare'	Association Board President

**Version Control**

<b>Version</b>	<b>Date</b>	<b>Facilitator</b>	<b>Change Location</b>
1	10.01.2019	WFH	Document launch for opening of Del Webb Nocatee
2	04.01.2020	WFH	Amended & Restated
3	01.12.2021	WFH	
4	10.11.2021	NDP	

## Table of Contents

<b>I. DEFINITIONS.....</b>	<b>7</b>
<b>II. INTRODUCTION.....</b>	<b>8</b>
<b>III. AUTHORITY.....</b>	<b>8</b>
<b>IV. STRUCTURE AND MEMBERSHIP.....</b>	<b>8</b>
A. Age-Restricted Community.....	8
B. Purpose and Legal Status.....	9
C. Legal Entity.....	9
D. Community Documents.....	9
E. Association Governance.....	9
1. Board of Directors.....	9
2. Board Committees.....	10
3. Lifestyle Committees.....	10
4. Management Company.....	10
F. Membership and Voting.....	10
1. Membership.....	10
2. Voting.....	11
3. Membership Meetings.....	11
<b>V. FINANCE.....</b>	<b>11</b>
A. HOA Operating Budget.....	11
B. HOA Assessments.....	11
C. HOA Reserve Account.....	12
D. Initial Contributions.....	12
E. Resident Fund.....	13
F. Accounting Method.....	13
G. Ticket Sales.....	13
H. Donations.....	13
<b>VI. RESALES.....</b>	<b>13</b>
A. Resale Contributions.....	13
B. Marketing and Showing of Property.....	13
C. Occupied Lots.....	14
D. Estate Sales.....	14
E. Caravans (Broker Only Showing).....	14

F. Open Houses ..... 14

G. Listing Agent Acting on Behalf of Owner..... 15

H. Resale Disclosure Package ..... 15

**VII.CONDUCT, GUESTS AND IDENTIFICATION ..... 16**

A. Identification..... 16

    1. General..... 16

    2. Community Access Systems..... 16

    3. Community Key Fobs for Guests ..... 16

    4. Community Key Fobs for Future Residents. .... 16

    5. Guest Bands ..... 17

B. Residents’ Code of Conduct and Discipline ..... 17

C. Guests ..... 18

**VIII. LEASING OF RESIDENCES ..... 19**

General Leasing Restrictions. .... 19

A. Leasing Signage..... 19

B. Additional Restrictions ..... 19

C. Leases ..... 19

D. Additional Accountability..... 19

E. Community Key Fobs and Tenant Privileges ..... 20

**IX. COMMUNITY AND RESIDENTIAL PROPERTY USE..... 20**

A. Use Restrictions and Easements. .... 20

B. Parking and Vehicles ..... 21

    1. Residents..... 21

    2. Residents’ Daytime & Evening Guests..... 21

    3. Residents’ Overnight Guests..... 21

    4. Authorized contractors, service providers, and/or vendors..... 21

    5. Portable Moving Storage Containers and Dumpsters ..... 22

C. Nuisances; Other Improper Use..... 22

D. Lawn Maintenance and Work Hours ..... 23

E. Fireworks ..... 23

F. Pets..... 23

G. Lakes..... 23

H. Soliciting..... 23

I. Hurricane Shutters/High Impact Glass. .... 23

J. Developer Use of Common Areas ..... 23

K.	Design Guidelines.....	24
L.	New Construction .....	24
M.	Renovation and/or Alteration of Existing Property .....	24
<b>X.</b>	<b>COMMUNITY RELATIONS AND DOCUMENT REVIEW .....</b>	<b>24</b>
A.	Community Relations. ....	24
B.	Board Meeting Notices .....	24
C.	Document Review.....	24
<b>XI.</b>	<b>GENERAL USE OF ASSOCIATION COMMON AREAS.....</b>	<b>25</b>
A.	Use of Facilities and Assumption of Risk.....	25
B.	Safety Equipment.....	25
C.	Common Area Responsibility.....	25
D.	Hours.....	25
E.	Dress Code.....	25
	1. Community Areas.....	25
	2. Fitness Areas.....	26
F.	Room Scheduling.....	26
G.	Set Up and Clean Up .....	27
H.	Thermostats.....	27
I.	Beverage and Food Use .....	27
J.	Beverage Use – Alcohol .....	27
K.	Smoking Policy.....	28
	1. Non-Smoking Areas.....	28
	2. Designated Smoking Area .....	29
<b>XII.</b>	<b>AMENITY CENTER (INCLUDING LIFESTYLE HOUSE).....</b>	<b>29</b>
A.	Swimming Pool Rules. ....	29
B.	Fitness Center .....	29
C.	Sport Courts. ....	30
D.	Other Outdoor Common Areas.....	30
E.	Multi-Purpose Path Use .....	30
F.	Preserve.....	31
<b>XIII.</b>	<b>USE OF GOLF CARTS .....</b>	<b>31</b>
A.	Use of Golf Carts on Private Thoroughfares .....	31
B.	Registration/Operation.....	31
C.	Street Rules.....	32
D.	Subject to Association Rules .....	32

**XIV. USE OF BICYCLES..... 32**

    A. Sidewalk/Crosswalk Riding (see Section 316.2065, F.S.)..... 32

**XV. OUTDOOR AND NATURAL AREAS ..... 32**

    A. Outdoor Areas..... 32

    B. Enjoyment and Protection of Wildlife. .... 32

    C. Hunting. .... 33

**XVI. ENFORCEMENT..... 33**

    A. First Notice of Violation. .... 33

    B. Second Notice of Violation..... 33

    C. Notice of Violation with Hearing Notice..... 34

    D. Fining & Suspension Committee Operating Procedure..... 34

    E. Manner of Operation..... 34

    F. Committee Hearing..... 34

    G. Reporting: ..... 35

    H. Hearings ..... 36

        1. Scope of Hearing Committee..... 36

        2. Source of Hearings..... 36

        3. Findings by Hearing Committee..... 36

    I. Appeals. .... 36

        1. Form of Appeal..... 36

        2. Other. .... 37

    J. Penalties..... 37

        1. Association’s Adopted Fine Policy..... 38

- I. DEFINITIONS.** The words used in these Rules and Regulations shall be given their normal, commonly understood definitions unless specifically defined in the Governing Documents or within these Rules and Regulations.
- A. Board - shall mean the Board of Directors of the Association.
  - B. Board of Directors – shall mean individuals who are appointed or elected to serve on the Board for the Association.
  - C. Developer - shall mean and refer to Pulte Home Company, LLC, a Michigan limited liability company, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned.
  - D. Developer Guest – customers of the Developer who are prospective Del Webb Nocatee new home purchasers.
  - E. Developer Visitor – company visitors of Developer employees
  - F. Guest(s) – shall mean individuals who reside overnight at a Home on a temporary, transient basis at the request of the Owner without payment of compensation to or by such individual. The term Guests shall not include Lessees or their Immediate family members, Occupants or Residents and shall not include invitees who do not reside at the Home on an overnight basis.
  - G. Lifestyle Director – shall mean an individual(s) employed by the Management Company to develop and implement social programs for Residents.
  - H. Management/Management Company – a member of Management includes, but is not limited to the Association manager, Lifestyle Director and maintenance supervisor employees of the Management Company.
  - I. Monitor – an employee of the Management Company that assists in Management in the management, maintenance and operation of Common Areas.
  - J. Non-Member Resident – a Del Webb Nocatee Resident who is not a record Owner of a fee interest in any Del Webb Nocatee Lot
  - K. Owner or Member (Member Resident) – shall mean the record title owner (whether one or more persons or entities) of fee simple title to any Lot. The term "Owner" or "Member" shall not include Declarant, even after the Turnover Date.
  - L. Resident – a qualified occupant who stays overnight in a Lot for at least ninety (90) days in a consecutive twelve (12) month period. The term Resident includes both Members and Non-Member Residents.
  - M. Event – a gathering that appears on a calendar published on the lifestyle website or in the newsletter.

**II. INTRODUCTION.** The facilities and programs of the Del Webb Nocatee Homeowners Association, Inc. (“Association”) were developed specifically for our Residents and their Guests. They were designed and created with utmost care and consideration for the active-adult lifestyle and the personality of a Del Webb Nocatee community. The rules and regulations that follow were developed to enable you to more fully enjoy and understand the Association and its many benefits. Please take some time to read about your Association and its operating concept. These Rules and Regulations will clarify many new terms and policies while providing basic rules for the use and enjoyment of Association facilities and programs. As in all cases, rules are to assist in the orderly and safe use and application of Association programs, and they are meant to have some flexibility for interpretation. While all business endeavors of this magnitude must have rules, it is the intent of the Board of Directors that all programs be operated with total customer satisfaction in mind. Management, in turn, will target the highest level of customer service and program delivery for its primary objective. We encourage input and involvement from Residents and are committed toward using that energy to build upon and improve the initial program.

**III. AUTHORITY.** In accordance with Section 9.9.1 of the Community Declaration for Del Webb Nocatee (“Declaration”), prior to the turnover, Declarant and thereafter Association shall have the right to adopt rules and regulations governing the use of the common areas. The common areas shall be used in accordance with the Declaration and these Rules and Regulations. Please be reminded that the Rules and Regulations serve only as a supplement to the Association’s Governing Documents. The attached information should not be considered an all-inclusive list of the operating guidelines and responsibilities of every Resident. We appreciate your support in our endeavor to provide a safe and desirable environment for all our Residents to enjoy the numerous benefits of living in a Del Webb community. These rules and regulations are not a substitute for reading all the Governing Documents. For a more detailed explanation of the Governing Documents, reference should be made to the Governing Documents which include the Declaration, the Articles of Incorporation of the Del Webb Nocatee Homeowners Association (“Articles”) and the By-Laws of the Del Webb Nocatee Homeowners Association, Inc. (“Bylaws”).

**IV. STRUCTURE AND MEMBERSHIP.**

**A. Age-Restricted Community.**

1. Del Webb Nocatee is an age-restricted community operated in compliance with all applicable state and federal laws. The community provides housing for persons 55 years of age or older, and each residential home, if occupied, must be occupied by at least one person 55 years of age or older. No person under 19 years of age may reside in any Residential home for more than 90 days in any consecutive 12-month period. Pursuant to the Housing for Older Persons Act (“HOPA”), at least eighty percent (80%) of the households must meet this condition for the community to qualify as a 55+ community. The Developer has reserved the right to sell a limited number of homes for occupancy by those under fifty-five (55), but only to the extent consistent with HOPA, and all leases and re-sales must be for occupancy by at least one person fifty-five (55) or older to preserve the community’s status.
2. In the event of any change in occupancy or ownership of a Lot within Del Webb Nocatee, the Member shall immediately notify the Association in writing and provide to the Association the names and ages of all current Occupants of the Lot and such other information as the Board may reasonably require to



verify the age of each occupant required to comply with HOPA.

**B. Purpose and Legal Status.** The Association was formed as a Florida not-for-profit corporation to own the Associations' common area property and to administer and govern the affairs of the community, to maintain and enhance the recreational, social and leisure-time interests of its Residents, and to preserve and enforce community-wide architectural standards.

**C. Legal Entity.** The Association is a legal entity that is responsible for management, maintenance, operations, and control over all areas of common responsibility. Additionally, the Association is primarily responsible for the enforcement of the Governing Documents; the establishment of reasonable policies, rules and procedures regulating use of all common area properties; and for administering and enforcing the Design Guidelines. The Association, as an incorporated entity, is a private Lot Owner in its own right, and it speaks through its governing documents and policies established by its Board of Directors. Members have specified privileges in the use and enjoyment of common area properties, but they have no proprietary interests.

**D. Community Documents.**

1. The standard of conduct, maintenance, or other activity prevailing throughout the property is more specifically defined in the Governing Documents, Board policies, and the Design Guidelines. Collectively, the documents cited, these Rules and Regulations and their terms define Del Webb Nocatee's general plan of development for the community, specifying the level of protection afforded to Residents for their quality of life and collective interests, aesthetics and the environment within the community, and community vitality and character. Board policies may be incorporated into these Rules and Regulations or may be posted separately.
2. The Declaration imposes mutually beneficial restrictions upon all common areas under a general plan of improvement and establishes a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the common areas. The Articles form the legal basis for the Association by specifying its corporate purpose and delineating the corporate structure and function. The Bylaws more precisely define the Association's reasonable rules of governance, membership, management and administration.

**E. Association Governance.** Each party plays a role in the governance and successful Association operations.

**1. *Board of Directors***

- i. The Association is governed by a Board of Directors that is empowered to exercise all powers and duties necessary and appropriate for the administration of the Association's affairs, and for performing all responsibilities and exercising all rights of the Association as stipulated in the Governing Documents, and as provided by law.
- ii. The Association will be run by a Board of Directors. All Directors, other than Developer Directors, must be Members of the Association as per the current Governing Documents. All Directors shall be elected or appointed in accordance with the applicable provisions contained in the Articles and Bylaws.
- iii. The Board's roles include, but are not limited to, the following:
  - a. Operate the Association as a Florida not-for-profit corporation and mandatory homeowner's association and acting in the capacity of a fiduciary to the membership in general

- b. Serve as the policy making body of the Association
- c. Establish rules and regulations
- d. Adopt annual budget and establish assessments, including regular, special and individual benefitting assessments
- e. Negotiate and award bids and contracts
- f. Establish committees and appoints/remove committee members
- g. Conduct Board meetings & Board business
- h. Select Association managers, Management Companies and other vendors
- i. Select Association's legal counsel

**2. *Board Appointed Committees.***

- i. Resident committees may be appointed, at the Board's sole discretion, in advisory capacities to make recommendations to the Board regarding such things as policies, procedures and programs of the Association. Committees cannot enter into contracts or agreements on behalf of the Association. Committee's shall:
  - a. Work at the pleasure of the Board of Directors
  - b. Be appointed by the Board of Directors
  - c. Work within the confines of the committee's charter
  - d. Make recommendations to the Board

**3. *Lifestyle Advisory Committees.***

Lifestyle Advisory Committees may be appointed, at Management's sole discretion, in advisory capacities to assist with lifestyle programming and resident communications.

**4. *Management Company.***

The Management Company is contracted by the Association to manage and maintain the Common Areas, and to assist the Association in carrying out its powers and duties. The Management Company works at the pleasure of the Board. Though not an all-inclusive list, the Management Company performs such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, and repair and replacement of the Common Areas. The Management Company is responsible for the maintenance and operation of the Association's common area property and improvements.

**F. Membership and Voting.** The Association was formed as a Florida not-for-profit corporation to own the Association's common area property and to administer and govern the affairs of the community, to maintain and enhance the recreational, social and leisure-time interests of its members, and to preserve and enforce community-wide architectural standards.

**1. *Membership***

- i. Every record Owner of a fee interest, life estate, or qualifying trustee or land trust beneficiary in

any Lot (“Class A Member”) and the Developer (“Class B Member”) under the Declaration shall be a Member of the Association.

- ii. Each Class A Member shall hold one membership for each Lot owned. Co-owners shall share the privileges of such membership.
- iii. Class B Membership shall exist until the occurrence of Turnover, as detailed in Section 6.3 (a) (ii) Classes of Members/Voting: Classes of Members: Class B Member.

## 2. *Voting*

- i. All voting shall be exercised or cast in the manner provided by the Declaration and By-Laws. Each Class A Member shall have one (1) vote for each Lot owned. The Class B Member shall have the sole right to vote in Association matters, as detailed in Section 6.3 (a) (ii) Classes of Members/Voting: Classes of Members: Class B Member of the Articles of Incorporation for Del Webb Nocatee Homeowners Association, Inc.

## 3. *Membership Meetings*

- i. The regular annual membership meeting will generally be held in the month of October each year at such time, specific date and place as shall be determined by the Board. All the Members are invited to attend. The Board president, Manager, attorney or other designated person may call to order the annual membership meeting. During the annual membership meeting there will be an open forum period provided as part of the agenda whether so stated or not. **This meeting is open to Members but is not open to non-Owner Residents.**
- ii. The annual meeting and other membership meetings are noticed and open to Members unless a closed meeting with counsel is required. The Board’s intention is to encourage Member participation in the affairs and operation of the Association.

## V. FINANCE

A. **HOA Operating Budget.** On or before December 1<sup>st</sup> of each year and in accordance with the Governing Documents, the Board shall adopt a budget for the coming year containing an estimate of the total amount which it considers necessary to carry out its responsibilities and obligations. Such budget shall also include such reasonable amounts as the Board considers necessary to provide working capital for the Association and to provide for a general operating funds and if so required, reserves assessments for reserve items. Such budget shall constitute the basis for determining each Owner’s monthly assessments. The Owner’s monthly assessments are due and payable on the 1<sup>st</sup> of each month, or else late fees and interest may accrue. The Association operates its fiscal year on a calendar year basis. If the Board fails to pass a budget in any given calendar year for the upcoming year, then that year’s current budget will automatically constitute the following year’s budget without further notice or meeting or until a budget is approved by the Board.

### B. **HOA Assessments.**

- 1. Assessments levied by the Association may be used for the improvement, maintenance, repair and replacement and operation of the Common Areas, the HOA owned Buildings, Lots and the residences, including, without limitation, the maintenance, operation, repair and replacement of the stormwater management system (including, but not limited to, work within retention areas, drainage structures, and

drainage easements), any rental or lease cost for street lighting, the management and administration of the Association, and the furnishing of services, maintenance, repair and replacements as set forth in this Declaration.

2. The Board is empowered to authorize the filing of liens against any Lot whose Owner failed to pay Assessments, interest, late fees or cost of collection including attorney's fees and costs of any sort within stated payment periods. Each Owner of a Lot, by acceptance of a deed or other transfer of legal interest [collectively referred to as Assessments], whether so expressed in such deed or transfer document, is deemed a covenant and agreement to pay to the Association the Assessments as established and described in the Declaration and Chapter 720, Florida Statutes. Assessments may refer to several monetary obligations, such as:
  - i. Annual Assessments
  - ii. Neighborhood Assessments
  - iii. Emergency Assessments
  - iv. Special Assessments
  - v. Benefited Assessments
  - vi. Interest, late fees, attorney's fees or costs of as related to collection efforts.

**C. HOA Reserve Account**

1. The Association may maintain such reserves items as it deems reasonable or necessary for:
  - i. Reserve component items identified in a Reserve Study or similar report
  - ii. Replacements or unexpected repairs of Reserve components
  - iii. Performance of such other coordinating or discretionary functions not contrary to the terms of this Declaration or Florida law.
2. Assessments collected for the reserve component of the budget is deposited into a separate asset replacement reserve fund ("**Reserve Fund**"). This interest generating account is used solely to purchase new and replacement capital assets or for unanticipated repair of those assets and is not restricted to a certain type of new or replacement asset expense as long as the asset is listed as a Reserve Fund component. This is generally referred to as "Pooled Reserves." The pooling of reserves allows for the expenditure of Reserve funds for Reserve component items; however, the reserve assessments levied is calculated on a per component basis and may be adjusted from year to year at the Budget meeting based upon pooled expenditures spent.
3. A Reserve Fund contribution is determined annually by the Board as part of the regular budget preparation process.
4. At no time shall the Developer be required to contribute any funds to the Reserve Fund, nor shall Developer be required fund any short fall or difference between the budgeted Reserve Amount and the actual Reserve Amount.

- D. Initial Contributions.** The Initial Contribution is due and payable to the Association upon each sale of a Lot within Del Webb Nocatee and will be utilized to offset the Association's operating deficit while under Developer Control.

**E. Resident Fund.**

*[Section Intentionally Omitted]*

**F. Accounting Method.** The Association utilizes the accrual accounting method.

**G. Ticket Sales**

1. In addition to the Assessments, which support the general management and administration of the Association, special use fees and charges will be charged to support the cost of lifestyle programs and services such as classes, events and trips.
2. The Developer reserves the right to purchase tickets for Developer Guests for Association, Club and Group events. While every effort will be made to accommodate the needs of the Residents, the Developer may purchase tickets within the Residents' exclusive, limited time ticket sales period. For more information, please reference the section titled "Developer Use of Common Areas" in these Rules and Regulations.
3. The Lifestyle Director may provide Residents an exclusive, limited time "Resident Only Ticket Sales" period so that Residents may purchase tickets prior to allowing Guest tickets to be purchased. The "Resident Only Ticket Sales" does not exclude a single occupancy Resident household from purchasing two tickets or the Developer from purchasing tickets for Developer Guests.
4. The Association accepts checks and debit and credit cards. Checks are to be made payable to "Del Webb Nocatee Homeowners Assn., Inc.". Credit/Debit cards may be used to purchase events tickets when offered online via the online ticketing service. Tickets can be purchased through the Lifestyle Director. Clubs and Groups must sell their own tickets.
5. The Association adheres to a strict "no refund" policy for activity programs except in instances where the Association cancels a program or extenuating circumstances exist. Determination of extenuating circumstances is at Management's sole discretion.

**H. Donations.**

*[Section Intentionally Omitted]*

**VI. RESALES**

**A. Resale Contributions.** The Resale Contribution Assessment is due and payable to the Association upon each transfer or resale of a Lot within Del Webb Nocatee and will be utilized by the Developer to fund the Association's operating deficit. This obligation shall not be avoided by brevity of ownership or non-use of amenities and is due and payable in the same manner as an Assessment. The Resale Contribution Assessment shall not apply to transaction that do not constitute a transfer of legal interest as determined by the Florida Department of Revenue, for example, adding a spouse from deed, transferring full ownership interest into a land trust in which the Grantor is the sole beneficiary, creation of a life estate in which the Grantor is the life estate holder, or adding a joint tenant with right of survivorship.

**B. Marketing and Showing of Property.**

1. In accordance with the Declaration, directional, "For Sale", "For Lease", "For Rent", "Open House" or any other marketing or directional signage is not permitted on any part of the Del Webb Nocatee

property. This marketing signage restriction does not apply to the Developer.

2. Realtors are not automatically provided access into the community. Like other Guests, the gate attendant must receive authorization from the Owner and/or Resident before a realtor is permitted to enter the community. The realtor must present a company business card with the realtor's photo. If the company business card does not have a photo of the realtor, then the realtor must also present a government issued photo ID. While under Developer Control, Realtor requirements may be more or less strict from time to time at the discretion of the Declarant Controlled Board of Directors.
- C. **Occupied Lots.** Realtors who are visiting the community in order to see a specific residential property must provide their business card (w/ photo) or driver's license and the address of the property of interest. The gate attendant will then confirm that the area realtor is an authorized guest of the property owner through routine methods (phone or online authorization). If an area realtor arrives and has not been authorized by the Resident, the gate attendant will call the Resident to verify access. If the gate attendant has not received prior notice from the Owner or Resident, and the gate attendant is not able to confirm timely with the Owner or Resident, then the visiting realtor will not be provided access to the community.
- D. **Estate Sales.** All "Estate" sales must be pre-approved by Management and conform to the following:
1. An Estate Sale shall only be permitted at the Home of an Owner or Resident who has either died within the past 180 days or is vacating the property to move either into an assisted living facility or other long-term care facility.
  2. The length of an Estate Sale shall be no more than three (3) days. The hours of the Estate Sale shall be limited to 10:00am -3:00pm on approved days.
  3. Only inventory previously contained in the home can be sold at the Estate Sale. No items may be brought from outside of the community into the home for the Estate Sale.
  4. No marketing or directional signage to the Estate Sale is permitted within the Del Webb Nocatee community.
  5. The Owner's or Resident's designated representative may provide a pre-approved list of people who should have estate sale access. Members of the public attending the estate sale must indicate that they are there for the estate sale and provide the address of the estate sale to gain entrance to the Community.
  6. Estate Sale attendees must conform to the Del Webb Nocatee parking regulations.
- E. **Caravans (Broker Only Showing).** The Owner or Resident must advise the gate attendant that the caravan showing for realtors will be taking place along with the day and the approximate time. Realtors who are visiting the community in order to participate in a Broker Caravan must provide their business card (w/ photo) or driver's license and the address of the property of interest.
- F. **Open Houses.** All open house attendees must be authorized by the Owner or Resident to enter the community. The Owner or Resident may provide a list of pre-approved names attending the open house via the gate access system or provide verbal authorization for each attendee via phone upon being called by the gate attendant. If an attendee arrives at the gate whose name is not on the pre-approved list, the gate attendant will call the Owner and/or Resident for authorization. Unauthorized attendees will be denied access into the community. Del Webb Nocatee does not allow "open access to the community" for Estate Sales or Open Houses.

**G. Listing Agent Acting on Behalf of Owner.**

1. Owners may empower their listing agent to authorize prospective purchasers and/or Realtors access into the community to visit the Owner's Lot by first registering the listing agent in the gate access system via either the phone or online methods. Only one licensed realtor may have this authorization at any one time. Authorized realtors, in addition to Owners, Residents and Guests, shall follow the guidelines set forth in these rules and regulations.
2. For the agent to be registered as the listing agent in gate access, the owner must log into the gate house software and input the agents name and identify them as the realtor. To register the listing agent via phone, the owner must clearly state the agent's relationship as being that of the "Listing Agent" at the time that the voice-recorded authorization is provided.
3. The listing agent would be responsible for notifying the owner when their home is scheduled to be shown by either themselves or another real estate agent they called in or registered online.
4. The listing agent will be afforded the same access capabilities as a Resident for the term of their listing agreement or unless otherwise terminated by the owner, the Manager, or the Board in their sole and absolute discretion.
5. Once in the community, realtors entering the Del Webb Nocatee amenity center and the surrounding amenities must register with Management by signing the Developer Guest/Realtor Log and providing a company business card.
6. Any and all realtors are required to contact the Manager or Lifestyle Director prior to taking any photos/videos. Realtors wishing to photograph amenities for publication will not be allowed to film residents in any photo/video.
7. It is the responsibility of the Owner to understand, educate their realtor, and abide by Section 6.2 "Marketing and Showing of Property" in the adopted Del Webb Nocatee Rules & Regulations.

**H. Resale Disclosure Package.** A Resale Disclosure Package, used in the transfer or conveyance of real property prior to the closing of the transaction, discloses monies associated with the property due to the Association and provides the buyer with the Association's Governing Documents. The Resale Disclosure Package, available for a fee, is not provided automatically and must be requested from Management. The Resale Disclosure Package includes the following:

**1. Welcome Letter**

**2. Estoppel letter**

- i. Ledger balance (including any Assessment, fines, other monetary obligations due to the Association, late fee, interest, attorney's fees and costs, estoppel fees as authorized which do not exceed Florida law)
- ii. Disclosure statement (appendix)
- iii. Maintenance assessment schedule
- iv. Capital Contribution
- v. Notation of open covenant violations
- vi. Other items deemed appropriate by Management or the Attorney

**3. Association Documents**

- i. Declaration
- ii. Articles of Incorporation
- iii. Amendments
- iv. By-Laws
- v. Rules & Regulations
- vi. Design Guidelines
- vii. Chartered Club Operating Structure

**VII. CONDUCT, GUESTS AND IDENTIFICATION**

**A. Identification**

**1. *General***

- i. Only persons whom are a guest of a resident are permitted to use the Association’s facilities unless otherwise noted and are subject to applicable Association Governing Documents and Rules and Regulations.
- ii. Chartered Clubs (“**Clubs**”) and Interest Groups (“**Groups**”) are responsible for ensuring the validity of a guests presence at all Club or Group meetings and events.
- iii. Unauthorized use of the Community Amenities or use of false information in obtaining these Community Amenities, may result in suspension of membership privileges or other appropriate sanctions.
- iv. Random checks will be made by Management and/or Monitors to ensure compliance with the Association Rules and Regulations, and to determine if the guest is in compliance. Users must notify Management of lost or stolen Key Fobs so the Community Key Fobs can be deactivated. Lost or stolen badges, of any type, can be replaced for a fee.

**2. *Community Access System***

- i. Community Access is granted through the VizPin network via mobile app and only accessible to Del Webb Nocatee Occupants (as defined in the Declaration). Proper identification and credentials (including proof of age) must be presented for all Del Webb Nocatee Occupants prior to issuing access to the VizPin application.
- ii. If the desired app holder’s name is not on the deed, a “Non-Owner Resident Affidavit” must be signed by a Member whose name is on the deed.

**3. *Community Key Fobs for Guests***

[Section *Intentionally omitted*]

**4. *Community Key Fobs for Future Residents.***

[Section *Intentionally omitted*]



**5. Guest Bands**

[Section *Intentionally omitted*]

**B. Residents' Code of Conduct and Discipline**

1. The Association's facilities are only for Residents and their Guests, unless otherwise noted in the Governing Documents and these Rules and Regulations
2. All Residents and Guests are expected to abide by the Governing Documents and these Rules and Regulations, and to act in a courteous and respectful manner at all times. Actions that jeopardize or otherwise interfere with the rights and privileges of the Developer, Residents, Guests or any other persons by being abusive or otherwise disruptive will not be tolerated.
3. Residents and Guests will refrain from any loud, profane, indecent or abusive language.
4. Guest conduct remains the responsibility of the sponsoring Resident. The sponsoring Resident will be held accountable for the actions of their Guests including any rule violations or costs associated with damages.
5. Televisions are provided for the convenience of Residents and their Guests. Residents and their Guests are expected to be considerate of fellow Residents and Guests when switching channels and/or adjusting the volume of the televisions.
6. Residents or Guests shall not physically or verbally abuse, harass or accost any other Member, Resident, Guest, Association employee or representative, Developer employee, director, officer, committee member, Association Contractor or any other person.
7. Residents and Guests shall not reprimand or otherwise interfere with the Developer, Management, Monitors or the management of the Association. Any inattention to duty or discourtesy on the part of an Association employee or representative must be reported to the Association Manager in writing. However, under no circumstances will Residents or Guests interfere with, attempt to discipline, or otherwise direct employees in the course of Developer or Association business.
8. Comments and complaints are to be directed to the Association Manager in a civil manner. The Association Manager may require that the complaint be submitted in writing before taking action on the complaint.
9. Residents and their Guests shall obey all safety rules and shall cease and desist unsafe activities and shall not compromise the safety of others by their actions. Any Resident or Guest not adhering to verbal instruction, posted or otherwise obvious safety rules may be asked to leave. With respect to safety, proper decorum, and sanitation, the Monitor's judgment will prevail in all instances. Any complaint relating to a Monitor's decision may be later appealed to the Association Manager. However, until such appeal is heard, the Monitor's decision stands. Persons arguing, being abusive, or being otherwise challenging to a Monitor may be subject to disciplinary action.
10. Residents and their Guests are prohibited from profiting financially from their access to Community Amenities and Common Areas, i.e., charging Guests for use of the facilities.
11. Residents and their Guests shall be held responsible for any damage to Common Areas from the Residents or Guests acts, omissions or negligence.

12. Picketing, protest marches, sit-in demonstrations, protest speeches, or other forms of public protest or conduct, including, without limitation, displaying signs or placards on the Lot, Unit or any vehicle, apparatus or otherwise within public view in the Community, which tends to vilify or impugn the character of the Declarant, the Association, their respective officers, directors, members, vendors or employees, or any Resident of the Community. Determination of whether conduct is in violation of this rule is at the Board's sole discretion.
13. Additional use rules may be posted in areas of the Del Webb Nocatee amenity center. All users are expected to comply with posted rules and verbal instruction from Management and/or Monitors.
14. Association Management will direct the attention of Residents or Guests to any violation of the Governing Documents and these Rules and Regulations and will pursue appropriate enforcement.

**C. Guests**

1. Del Webb Nocatee amenities primarily exist for the use of Del Webb Nocatee Residents; the rules and regulations surrounding Guests are designed to ensure that the Association and Del Webb Nocatee Residents do not lose sight of our primary focus. Guests' use of the facilities is limited to Guests whose primary purpose is to visit Del Webb Nocatee Residents. The Guest policy is not intended to allow Guests access to Association amenities on a single or repeat basis to supplement, replace or avoid renting space or purchasing membership to other facilities. It is understood that Management and/or Monitors will observe usage. A Guest suspected of being in violation of this intent will be challenged and may be denied access. In the event a Guest is determined to be in violation of the intent or rules of the Guest Use Policy, the Guests' Sponsoring Resident may be subject to disciplinary action.
2. Residents may bring up to four (4) Guests (a Guest that holds a Resident Guest Community Key Fob is not counted in the four (4) Guest limit) per Resident household to use the Association Common Areas except that the Guest limit for the resort style pool is six (6). Residents may bring additional Guests, but only upon purchasing Guest Bands for each of the additional Guests. Residents may not purchase more than four (4) additional Guest Bands per Resident Household.
3. All Guests, that do not hold a Resident Guest Community Key Fob, must be registered with Management each day they use the Del Webb Nocatee amenity center or any of the association amenities.
4. Users of Guest Bands must be accompanied by the sponsoring resident in the same room and/or Association amenities (sport courts, pool/spa area, etc.).
5. Users of a Resident Guest Community Key Fob and Guests participating in a Management approved competitive event with Del Webb Nocatee Residents, may participate in Club and Group programs. Otherwise, Guests may not participate in Club or Group programs.
6. Users of Guest Bands are accommodated when possible, but not if their participation in events prevents participation of Residents in (but not limited to) Association sponsored events or classes with student limitations.
7. All Guests must sign a Release of Liability form upon their initial visit. This form will be kept on file with the Association.
8. Guests may not bring other Guests.

## VIII. LEASING OF RESIDENCES

**General Leasing Restrictions.** Only entire Lots or units may be rented. No rooms may be rented. The requirements of this section shall not apply to the Developer. For the context of this section, the term lease refers to both leases and subleases. A Member may not have more than two (2) leases during a consecutive twelve (12) month period.

**A. Leasing Signage.** In accordance with the Declaration, “For Lease” and “Open House” signs are not permitted on any part of the Del Webb Nocatee property. This marketing signage restriction does not apply to the Developer.

**B. Additional Restrictions.** The restrictions stated in the “Resales” section of these Rules and Regulations regarding the “Marketing and Showing of Property” also apply to the leasing of residences.

**C. Leases:**

1. All leases must be for a minimum of seven (7) calendar months or more and shall include the following:

- i. Requirement that at least one (1) occupant be fifty-five (55) years of age or older and that all other occupants’ age is nineteen (19) years of age or older unless express authorization is provided by the Declarant for so long as Declarant owns a Lot within the community.
- ii. Member(s) are responsible for providing the tenant(s) the Association Declaration, Association Rules and Regulations.
- iii. A material condition that the tenant(s) fully comply with the Association Declaration, Association Rules and Regulations.
- iv. A written acknowledgment by the tenant that the tenant has received a copy of the Governing Documents and Rules and Regulations for the Association. Said written acknowledgement must be provided to the Association.
- v. A material condition that a violation of the Association Declaration and Rules and Regulations shall constitute a violation of the lease.
- vi. A covenant shall exist designating the Association as the Member’s agent for the purpose of and with the authority to terminate the lease agreement in the event of violations by the tenant.
- vii. The name and contact information for the tenants and a current address of the Member.
- viii. A signed Non-Member Resident affidavit.
- ix. A copy of the lease, and all lease renewals, must be delivered to the Association at least ten (10) days prior to the commencement of the lease for purposes of verifying that the lease complies with the requirements of the Declaration and these Rules and Regulations.
- x. The Association or Management may charge a lease processing fee in the future that would be paid by the Owner when submitting the lease to the Association. The lease processing fee would be payable to cover the Association’s time necessary to process the lease. However, the Association will charge a fee for the issuance of additional Community Key Fobs for the Tenants.

**D. Additional Accountability**

1. Owners of a leased Lot shall not have Common Areas Use Rights, except as a Guest, unless the Tenant waives in writing their Common Areas Use Rights and said waiver is on file with the Association.
2. Owners and Tenants are jointly liable for to the Association for any amount required by the Association to repair any damage to the Common Areas resulting from the acts, omissions or negligence of the Tenants.

**E. Community Key Fobs and Tenant Privileges**

1. The Association will deactivate all Community Key Fobs for any Owner(s) delegating membership privileges to a Tenant, as described in the Declaration and in these Rules and Regulations. The Tenants will receive Community Key Fobs issued in their name(s), with a limit of two (2) Community Key Fobs per household.
2. If a Tenant waives their Common Areas use rights in writing, then the Association will not issue Community Key Fobs to the Tenants and will not deactivate any Community Key Fobs issued to the Owner(s).
3. If there is only one Tenant occupant, then one of the two Community Key Fobs available to the Tenant may be issued as a “Resident Guest Key Fob” in accordance with the “Conduct, Guests and Identification” section of these Rules and Regulations.
4. Community Key Fobs issued to Tenants are renewed upon a renewed lease being provided to Management.
5. Each lease with new Tenants requires newly issued Community Key Fobs.
6. Tenants have all privileges associated with Community Key Fobs issued to Owners, including the right to serve on Association appointed committees and participation in all aspects of the any chartered club operating structure, except the following:
  - i. Tenants may not vote in Association matters
  - ii. Tenants may not serve on the Association Board
  - iii. Tenants may not serve on Board appointed committees
7. Tenants may not purchase additional Community Key Fobs.

**IX. COMMUNITY AND RESIDENTIAL PROPERTY USE**

**A. Use Restrictions and Easements.**

The Use Restrictions and Easements are identified in the Declaration and specify limitations on the use of a Residential Lot and authorized areas of property encroachment. The current version of the Use Restrictions included the following, but are subject to amendment, and in case of conflict, any current Declaration would control and govern:

1. Del Webb Nocatee is a Residential community; therefore, each Lot shall be occupied as a single family Residential private dwelling by no more than six (6) persons.
2. Home-based occupations may be operated out of the Lots/Units provided that:
  - i. No employees work within the Lots

- ii. There is no signage
- iii. Clients or customers do not visit the Lot
- iv. There are not excessive deliveries
- v. It does not generate additional visitors, traffic or noise
- vi. It does not cause a nuisance to the other Lots or Residents
- vii. It meets municipal and zoning requirements.

**B. Parking and Vehicles**

**1. *Residents***

- i. Are prohibited from parking in the street.
- ii. Can have a maximum of one (1) more vehicle than their garage was designed to accommodate (e.g., if the home has a two (2)-car garage, then up to three (3) vehicles can be registered to that address).
- iii. Can have no more than one (1) resident vehicle parked on the driveway at any given time (e.g., if a home has a two (2)-car garage, and there are up to three (3) vehicles registered to that address, no more than one (1) vehicle may be parked on their driveway at any given time).

**2. *Residents' Daytime & Evening Guests***

- i. Must park their vehicle on the residents' driveway, with the option of also parking in the residents' garage when space is available.
- ii. Can only park in the street on the side without a fire hydrant (never within 15 feet of any fire hydrant) after the residents' driveway parking capacity has been reached.

**3. *Residents' Overnight Guests***

- i. Must park their vehicle on the residents' driveway, with the option of also parking in the residents' garage if space is available.

**4. *Authorized contractors, service providers, and/or vendors***

- i. Must park in the residents' driveway if performing more than a momentary delivery.
- ii. Can park in the street on the side without a fire hydrant if they have an oversized vehicle or the residents' driveway parking capacity is reached.
- iii. Are prohibited from parking vehicles or trailers on the street overnight – i.e., 7 PM – 7 AM Monday – Saturday; 5 PM Saturday – 7 AM Monday.
- iv. Will be barred from accessing this Del Webb Community if they repeatedly violate these parking rules thereby creating a safety hazard for residents.
- v. Each Owner will be issued two vehicle decals at closing to help identify Residents' cars. Single-family homeowners may purchase a third decal for a fee (see Fee Schedule) from the Association.
- vi. Only vehicles with displayed legal handicap parking identification shall park in designated handicap parking spaces.

- vii. Golf Carts and motorcycles are considered vehicles and subject to the vehicle limits. Golf carts and motorcycles must be parked in the garage.
- viii. Parking spaces designated for golf carts shall not be used by motor vehicles.
- ix. The amenity and clubhouse parking lots are restricted to Members and Guests using the facilities, Association employees and vendors. No overnight parking is allowed at these facilities. Exceptions to this rule may be extended to clubs only after approved by the Lifestyle Director.
- x. Special Association events may require temporary parking rules. If temporary rules apply, then Management will post.
- xi. No commercial trucks, vans or other commercial vehicles shall be parked in any parking space, except as may be necessary to effectuate deliveries to Residents of the Association. No trailers, campers, motor home, or recreational vehicles, commercial vehicle, boat or utility trailers, boats, jet skis, personal watercraft, or any watercraft may be parked or stored anywhere on the Property except wholly within the confines of the garage with the garage doors closed.
- xii. Any vehicle or recreation equipment parked in violation may be towed by the Association at the sole expense of the owner of such vehicle or recreational equipment.
- xiii. Parking in or on the Common Areas or any Lot shall be restricted to the parking areas therein designated for such purpose.
- xiv. No person shall conduct any motor vehicle, boat, trailer or other vehicle maintenance or repair on or within the property, including without limitation the Common Areas and lots, except wholly within the confines of the garage.

**5. *Portable Moving Storage Containers and Dumpsters***

- i. Portable moving storage containers may be used by Residents moving into or out of their household; dumpsters may be used by Residents doing home improvement projects on their property. Residents must have approval in writing from the Association prior to utilizing a personal moving storage container or dumpster. The following additional guidelines apply:
    - a. Each Resident is limited to one personal moving storage container or dumpster at any given time
    - b. Each Resident shall attach a copy of the written approval from the Association and/or Board to the outside of the personal moving storage container and dumpster.
    - c. The Association Manager may approve personal moving storage containers and dumpsters that will be in the Del Webb Nocatee community for no longer than one week; if more than one week is needed by the Resident, and then the Board must approve the request in writing. Approval of said request to the Board is at the Board's sole discretion.
    - d. All personal moving containers and dumpsters must be parked on the Resident's driveway.
    - e. Move-in and Move-out Hours are from 7:00am to 7:00pm Sunday – Saturday.
- C. **Nuisances; Other Improper Use.** Nothing shall be done or maintained on any Lot, Unit or Common Areas which may be or may become an annoyance, nuisance or be detrimental to the other Lots, Units, or Common Areas or its occupants. In the event of a dispute or question as to what may be or become a nuisance, such

question or dispute shall be submitted to the Board of Directors which shall render a decision in writing.

**D. Lawn Maintenance and Work Hours**

1. Lawn maintenance and other exterior, noise-producing work may be performed in Del Webb Nocatee within the following days and times:

- i. Sunday and Federal Holidays                      Not permitted
- ii. Monday through Friday                              7:00a to 7:00p
- iii. Saturday    8:00a to 5:00p

**E. Fireworks.**

Fireworks are not permitted to be ignited or stored in Del Webb Nocatee unless permitted by Florida Law

**F. Pets.**

- 1. Owners must register pets with the Association and are granted a license to maintain not more than three (3) pets per Lot. Pets must be caged or on a short leash [less than 15 feet] when they are outside of the dwelling unit or on any portion of the Common Areas. Owners are responsible for the activities of its pet(s) and are required to pick up, remove and properly dispose of litter deposited by their pet(s) on the Common Areas throughout the community.
- 2. No pet or animal is allowed in amenity buildings or on property surrounding the amenity buildings, unless the pet or animal is a service animal. No pet or animal shall be “tied out” or left unattended on any Common Areas, or in the Common Areas. Residents who do not follow pet rules will be subject to disciplinary action. Pets that would be considered dangerous by the Board of Directors will not be permitted.

**G. Lakes.**

Swimming and fishing in the lakes on the Property is prohibited. Boating of any kind on the lakes, including, sailboats, canoes, gas powered boats, electric powered boats, jet skis and other recreational vehicles is prohibited. Placing any kind of plant life (living or dead), yard debris (including grass clippings), animal feces, or debris of any kind in any body of water or drain is strictly prohibited.

**H. Soliciting.**

No soliciting, for profit or non-profit purposes, will be permitted at any time within the Property, which shall include distribution of marketing materials or newsletters without prior written approval by the Board.

**I. Hurricane Shutters/High Impact Glass.**

If Lots and Units are equipped with hurricane shutters or high impact glass, then Owners shall be responsible for the storage, repair, replacement, maintenance and use of the hurricane shutters. All loose shutters shall be stored within the garage. All shutters shall be removed and stored within seventy-two (72) hours after the named storm has passed. Owners must designate a responsible firm or individual prior to departing during all or part of the hurricane season to care for the Lot. Shutters shall NOT be activated for any reason unless a hurricane or storm warning has been issued.

**J. Developer Use of Common Areas**

- 1. During the period of community development, prospective home buyers are considered Developer

Guests; Guests of Developer Employees are considered Developer Visitors.

2. Developer Guests are favorably influenced when they're able to experience the Del Webb lifestyle. Demonstrating and showcasing the community amenities and Resident programs is an important aspect of the sales process and ultimately helps to motivate the purchase decision of Del Webb buyers. Helping Developer Guests envision enjoying life inside the community with friends, family and neighbors like themselves is critical for the Del Webb sales effort and for the overall success of Del Webb Nocatee. Del Webb reserves the right to purchase tickets for Association events to be used by Developer Guests.
3. Depending on the nature of Club and Group activities, Developer Guests may be permitted to participate in Club and Group programs also. It is incumbent upon the Del Webb Sales Associates to inquire into the Club/Group policies and rules before advising Developer Guests that they may participate in Club/Group activities and programs.
4. Developer Guests may or may not be in the company of a Developer Employee. If a Developer Guest or Visitor is not in the company of a Del Webb Employee, then the Developer Guest will have Developer Guest identification. Del Webb Sales Associates may only use Association/Club facilities when accompanying a Developer Guest.
5. During the early period of community development, the Developer reserves the right to conduct Developer company meetings, marketing, special events and promotional events in the Del Webb Nocatee amenities without charge. Every effort will be made to accommodate scheduled Association and Lifestyle events.

**K. Design Guidelines.** Developed by Pulte/Del Webb, they are intended to provide Residents with guidance pertaining to restrictions on land development, architectural and design control, or other restrictions pertaining to proposed new construction, or modifications to existing buildings, structures, or properties.

**L. New Construction.** Until 100% of the properties have been developed and conveyed, the Developer has exclusive authority to administer and enforce the design guidelines as they relate to proposed new construction.

**M. Renovation and/or Alteration of Existing Property.** The Board, through its modifications or architectural review committee, has exclusive jurisdiction over modifications, additions, and alterations proposed on or to existing residential home exteriors and adjacent open space. During the development period, the Developer retains the right to veto any action of the architectural review committee if those actions are determined to be inconsistent with the design guidelines or the Developer's vision of the community.

## **X. COMMUNITY RELATIONS AND DOCUMENT REVIEW**

### **A. Community Relations.**

*[Section Intentionally Omitted]*

**B. Board Meeting Notices.** Board Meeting notices will be distributed in compliance with Florida Statute 720. They will be posted in the amenity, on the community website and/or in other Common Areas locations as determined by Management.

**C. Document Review.** Important Association documents include the Declaration, the Articles, By-Laws,



meeting minutes, policy resolutions, financial statements, and annual audit report. These documents are available for Member review in Managements office. While these documents may not be removed from the premises, they may be copied at a per page copying expense to be paid by the Member. Residents seeking to review official documents of the Association with Management are subject to a per hour review fee (see Fee Schedule).

## **XI. GENERAL USE OF ASSOCIATION COMMON AREAS**

### **A. Use of Facilities and Assumption of Risk.**

1. All use of Association facilities and all participation in Association programs are purely voluntary. Consult your physician before participating in any physical program or activity. Correspondingly, the recreational nature of all Association activities and programs potentially involves some personal or physical risk on the part of the participant. Program participation by a Resident or Guest is, therefore, interpreted as implicit acknowledgement and acceptance of the inherent risks.
2. The Association strives to consistently maintain its facilities in the highest quality condition. Maintenance of the common area property may require closing the area. Periodic wear and tear, as well as seasonal or climatic factors, may temporarily render an area in less than optimum condition. If such a condition occurs, Residents and Guests should immediately contact the appropriate facility supervisor or the Association's Lifestyle Director/Association Manager for assistance. If a Resident or Guest accepts facility conditions, the Association will assume that the facility is free of obstruction or hindrance.
3. Unless negligence on the part of the Association is confirmed, the Association is not liable for personal injury or inconvenience sustained during the use of its facilities and programs. In ensuring that Residents and Guests are provided with a safe and enjoyable experience while using Association facilities, reasonably comprehensive policies, rules and signage have been developed. Prior to participating in any Association activity or program, Residents and Guests are encouraged to familiarize themselves with facility layout, operation of equipment and operating policies and rules.

### **B. Safety Equipment.**

*[Section Intentionally Omitted]*

- C. Common Area Responsibility.** Operating responsibility lies with Management. Management staff members are tasked with overseeing related policies and rules and are generally trained in basic CPR and on AEDs. Management staff members are in no way represented as fitness specialists, lifeguards, or as providing a qualified level of fitness or aquatic program supervision.

### **D. Hours.**

1. Common Area operating hours are determined by the Board and will be posted at appropriate locations. Operating hours may be adjusted to accommodate seasonal demands as determined by the Board.
2. Operating hours for all activities shall coincide with those of the Common Areas unless Management has provided written approval for a scheduled special event.

### **E. Dress Code.**

1. *Community Areas.*

Proper dress is required in all Association facilities at all times, and specific attire may be designated by the Board for specific facilities and locations. Unless otherwise specified, appropriate casual attire is required in all areas of the Association. Appropriate casual attire for men includes footwear, shirts (no sleeveless), pants or shorts. For women, footwear, blouses/shirts and pants/skirt/dress/shorts are appropriate. Athletic apparel examples that are inappropriate include, but are not limited to, biking shorts, running shorts, spandex or Lycra, swimwear and/or swimwear cover-ups, and sleeveless fitness tops. Shoes with cleats or spikes and bare feet are prohibited inside the Del Webb Nocatee amenities at all times, except as appropriate for specific events or classes.

**2. *Fitness Areas.***

Upper body garments must be worn in all activities, except for men using aquatic facilities; women must wear tops over their sports bras. Appropriate athletic apparel is required in and limited to all indoor and outdoor sports areas, to include appropriate footwear. Shoes with cleats or spikes and bare feet are prohibited inside the Del Webb Nocatee amenities, except as appropriate for specific events or classes.

**F. Room Scheduling.**

1. Common Areas are available on a first-come, first-serve basis for Residents. However, reserving space and scheduling activities is required to accommodate all interested parties.
2. The Lifestyle Director is responsible for overseeing all room scheduling. The priority for room scheduling (listed with highest priority first) is below. As the population evolves, the Board can be expected to set reasonable limits on the number of times Common Areas may be reserved by a Club on a complimentary basis.
  - i. Board and Board Committee Meetings
  - ii. Club Events and Activities (highest priority is given to the Club with the largest average event attendance as calculated by the Lifestyle Director)
  - iii. Community Association Events and Activities
  - iv. Group Events and Activities (highest priority is given to the Group with the largest average event attendance as calculated by the Lifestyle Director).
  - v. Private Resident Events
  - vi. Unscheduled Activities
3. During times not designated for functions, rooms may be reserved through the Lifestyle Director. Rooms must be reserved no later than Thursday of the week prior, except for reservations made by the Community Association and the Developer.
4. Rooms will generally be provided at no fee to Clubs, for Neighborhood meetings and for Resident activities sponsored through the Community Association. As the population evolves, the Board can be expected to set reasonable limits on the number of times facilities may be booked on a complimentary basis. Fees (see Fee Schedule) are charged for all reservations made for non- Community Association affairs, non-Clubs, Club events that exceed established limits on complimentary events, or special events not under the sponsorship of the Community Association.
5. Catering services require advance approval from the Lifestyle Director. A copy of caterer's license,

insurance, and workers compensation is required prior to event date

**G. Set Up and Clean Up**

1. Room furnishings will be set in the most commonly used arrangement, as determined by Management. If a different arrangement is desired, then all set-ups, takedown and moving of tables and chairs must be completed by the individual parties or contracted through an approved 3<sup>rd</sup> party company.
2. Where Clubs have been granted regular designated common area property areas, the Association has (essentially) delegated full-time operating responsibility to that Club. In this manner, the Association is able to provide low cost programs.
3. It is the responsibility of the individual parties using the Del Webb Nocatee amenities to straighten up, clean up and put away all appliances, equipment, furniture, tools, utensils, etc. that were used and return the space to its original arrangement and condition. Failure to do so may result in disciplinary action and will result in a cleaning charge being billed to the responsible individual and/or group for the cost of cleaning.

**H. Thermostats.**

*[Section Intentionally Omitted]*

**I. Beverage and Food Use.**

1. **Gathering Hall/ Cafe/ Lounge/ Craft Rooms.** No glass containers of any kind are permitted. All food and beverages are required to be disposed of properly via trash receptacles.
2. **Fitness Centers.** Food or beverages - except for bottled water or fitness drinks in plastic containers – are not permitted in the fitness center, or pool.
3. **Swimming Pool.** No glass containers of any kind are permitted. Food or beverages are prohibited in the pool. Food, beverages in non-glass containers, and small over the shoulder cooler bag may be used only in areas that are at least 4' from pool edge and not in or around the pool. All food and beverages are required to be disposed of properly via trash receptacles.

**J. Alcohol Usage.**

1. Alcohol may only be consumed by and served to persons twenty-one (21) years of age or older.
2. Alcohol is permitted on the Common Property, subject to these Rules and Regulations.
3. If alcohol is to be served at scheduled events, Management's written approval is required at least two weeks prior to the event
4. Groups and Private parties must have written approval of the Management on file in the Management office before allowing alcohol at their gatherings.
5. Groups, Clubs, and Committees must sign the Room Rental Alcohol Policy (See Exhibit A) and the Alcoholic Beverage Consumption and Distribution Acknowledgement and Waiver Form (See Exhibit B) prior to any event in which Alcohol will be permitted or provided.
6. Clubs must include their desire to allow alcohol at their gatherings in the Club By-laws. The Lifestyle Director must approve all By-laws that contain a provision allowing alcohol.
7. Residents are prohibited from selling alcohol or allowing alcohol to be sold in a manner which would

violate any Federal or State law governing over or related to the control of alcohol, or in a manner which would violate this policy.

8. Residents may not provide or sell alcohol for consumption by other individuals. If a Resident does provide or sell alcohol to other individuals, the Resident has done so at Resident's sole risk.
9. Only Caterers or Bar Tenders are permitted to serve alcohol on the Common Property, provided the Caterer complies with the Beverage and Food Use policy and secures the following:
  - i. A valid Florida Liquor License
  - ii. Any required local licenses
  - iii. Liquor Liability and at least \$1,000,000.00 in General Liability insurance coverage.
  - iv. Caterers must provide a copy of all licenses and a Certificate of Insurance. The Caterer's Licenses and Certificate of Insurance must be provided to Management when requesting approval for the event. The Certificate of Insurance shall endorse the Community Association, Del Webb, PulteGroup and their respective directors, officers, partners, members, managers, employees, volunteers and agents as additional insured.
10. Alcohol may be given as a door prize but may not be consumed at the event where the alcohol was won.
11. Alcoholic beverages may be stored on the Common Property, but only if the following guidelines are adhered to:
  - i. Only Management may store alcohol on the Common Property
  - ii. The alcohol must be stored in a locked location, and only the Community Association Manager and the Lifestyle Director shall have a key. The key must stay in the possession of the Community Association Manager and the Lifestyle Director.
  - iii. The Lifestyle Director must maintain a current inventory of the alcohol.
  - iv. No Clubs, Groups, Residents or Third Parties may store alcohol on the Common Property or utilize the alcohol that Management stores on the Common Property.
12. Alcohol must be consumed in a responsible manner. Intoxication is strictly prohibited. Persons deemed to be intoxicated will be required to leave the Common Area Property. Management and the Board reserve sole discretion in determining whether a User is intoxicated.
13. Resident agrees to indemnify, defend, and hold the Community Association and/or its respective Agents harmless from any and all claims, actions, cause of actions, or liabilities of whatsoever kind arising out of, related to the distribution and/or consumption of alcohol.

**K. Smoking Policy.** The Community Association intends to provide a smoke-free environment.

**1. *Non-Smoking Areas***

- i. Smoking is prohibited in all indoor Association property areas as well as in the following areas, unless otherwise noted as a Designated "Smoking Area" by the Association:
  - a. All community association buildings, covered areas and entryways are designated as non-smoking areas.

- b. All outdoor gathering areas, including, but not limited to pools, pool decks, spas, sport courts, gazebos, patios, etc. are designated as non-smoking areas.
- c. Within 25 feet of any doorway, window or other opening into any Indoor Area or Outdoor Areas noted above as Non-smoking areas.

**2. Designated Smoking Area (if applicable)**

- i. Smoking is only permitted and limited within five (5) feet of an Association provided ashtray.
- ii. Ashtrays may not be moved or relocated on the Property, except as requested and approved by the Board and/or Management.
- iii. Smokers must discard of all smoking materials properly in the provided ashtrays.

**XII. AMENITY CENTER (INCLUDING LIFESTYLE HOUSE)**

**A. Swimming Pool Rules.**

- 1. Lifeguards are not provided, and facilities are designated as "Swim at Your Own Risk". Life buoys and "shepherd's crooks" are available at poolside for emergency use only.
- 2. Children under the age of four (4) years and any persons not potty trained or susceptible to unexpected bowel movements or "bathroom accidents" must have a "swimmers' diaper" for entry into the outdoor pool and within four (4) feet of the pool edge.
- 3. Users must shower off before entering the pool
- 4. Diving is not permitted.
- 5. Running, pushing, jumping from the pool side, excessive splashing, or other rowdy or boisterous behavior is not permitted.
- 6. Swimming Pool Hours:
  - i. The Del Webb Nocatee pool will be open from dawn to dusk every day of the year.
  - ii. Residents shall be permitted to bring child guests to the pool between the hours of 2:00 PM and 5:00 PM Wednesday – Saturday. No children shall be permitted at the pool Sunday through Tuesday.
    - a. While we expect children to be reasonably controlled, some discretion will be exercised in determining what boisterous or otherwise unacceptable behavior is and determining this is at the sole discretion of Management and/or Monitors.
    - b. Residents choosing to swim during designated children's swim hours should be sensitive to the nature of youth activity and are asked to please be reasonable in this respect when assessing children's behavior and the potential impact on other users.
    - c. Children unable to swim or needing assistance with swimming may bring one (1) standard flotation device with them (i.e. toddler float, arm floats, life jacket, pool noodle)
  - iii. The Association shall have the right to close the pool for additional cleaning or pool repairs if deemed necessary by the pool vendor or Board of Directors

**B. Fitness Center**

1. This facility is intended to promote low to medium range strength, stretching, muscle toning and cardiovascular exercise. Due to the nature of this activity, preference is given to individual, self-directed activity and group activity will only be scheduled to educate and train individuals on the proper and safe use of equipment.
2. All users are expected to observe the posted rules concerning proper and safe use.
3. Prior to using this facility, Residents and Guests should attend a basic fitness orientation and training program for the proper and safe use of exercise equipment.
4. Children under the age of eighteen (18) are not permitted in the Fitness Room.
5. Colognes and perfumes are not permitted in this area. Deodorant is permitted and recommended
6. Appropriate fitness apparel is required, to include upper body garments and proper footwear. Sandals, shower clogs, open-toed shoes, or other similar items and street shoes are not acceptable fitness footwear.
7. Equipment must be properly sanitized after each use.
8. Due to high demand, some equipment may be identified with a time limit for use. If there are no individuals waiting to use one of these items, individuals may continue their workout beyond the established time limit. Community Association Management reserves the right to impose a reservation system on equipment if additional control measures are deemed necessary.
9. All portable equipment (i.e. dumbbells, kettle bells, exercise mats) shall be sanitized prior to being returned to their proper storage locations.
10. Audio and television systems are provided for the convenience and enjoyment of Residents and Guests. Programs will be tuned to satisfy the interests of the majority, but the final decision rests with Management. Portable radios must not disturb surrounding individuals and may only be used with earphones.

**C. Sport Courts.**

*[Section Intentionally Omitted]*

**D. Other Outdoor Common Areas.**

*[Section Intentionally Omitted]*

**E. Multi-Purpose Path Use.**

1. Golf carts must yield to all pedestrians and bicyclists when using the 10' wide Multi-Purpose Path, and travel on roads within neighborhoods where the Multi-Purpose Paths do not exist.
2. Multi-purpose paths are at least 10' wide and intended for use by golf carts, bicyclists, and pedestrians.
3. Pedestrians should be given right of way by all other multi-purpose path users.
4. Any person operating a Golf Cart upon a Multi-Purpose Path shall yield the right-of-way, slowing down or stopping if need be, to a pedestrian or bicycle upon the Multi-Purpose Path.
5. Normal rules of the road apply (example: when approaching oncoming users, each user shall move to his/her right side of the path; pass on the left).

6. An audible warning is required from operation of a golf cart, bicycle, and skates when approaching pedestrians from behind.
7. All laws and ordinances related to alcohol, including open containers, apply.
8. All laws and ordinances related to littering apply.
9. Only persons with a valid driver's license [does not include persons with only a learner's permit] may drive a golf cart on the Multi-Purpose Path or streets.
10. Speed limit on multi-purpose path is 10 mph.
11. Pets must be on a leash no greater than SIX (6) feet and owners must pick up after their pets.
12. Do not block the Multi-Purpose Path or hinder another user's access.
13. Obey posted and published rules and regulations.

**F. Preserve.**

For your safety, access into any Preserve area is prohibited. Pets are also prohibited from the Preserve areas. The Preserve is not part of the Association's Common Area.

**XIII. USE OF GOLF CARTS**

**A. Use of Golf Carts on Private Thoroughfares**

1. All golf carts will be required to meet minimum safety and operational standards as set by these guidelines and Florida law.
2. Golf Carts are permitted upon both Community roadways and Multi-Purpose Paths if such carts can be operated safely and are insured vehicles.
3. Golf carts shall not be operated on pedestrian trails, Community sidewalks, or on grassed or landscaped common areas at any time.
4. No golf carts are permitted on any bridges at any time.
5. No golf carts are permitted to travel or park on common area grass. Golf carts must be parked in a designated parking space
6. No golf carts are permitted on pathways that are less than TEN (10) feet in width.
7. Golf cart operators must be licensed and insured and good physical condition which allows safe operation of the vehicle.

**B. Registration/Operation**

1. Residents are responsible for complying with the Florida Department of Motor Vehicles and St. Johns County Ordinances governing Golf Cart insurance, registration, and equipment at all times.
2. Golf carts will be required to register with the Association prior to use upon Community paths or roadways and count towards the unit vehicle parking limit.
3. All Resident carts operated in the community must be electric and not gasoline powered.
4. Golf carts must be in a sound and safe working condition when being operated upon streets and Multi-

Purpose Paths.

5. A person who drives or is in actual physical control of a golf cart on a roadway or the Multi-Purpose Path must have a valid driver's license [learner's permits are insufficient].
6. The sponsoring Resident will be held accountable for the actions of their Guests including any rule violations or costs associated with damages.
7. Storage of carts must be in compliance with the Declaration.

**C. Street Rules**

1. Golf carts must remain to the right side of the road, allowing regular vehicles to pass without obstruction and in accordance with all roadway signage, markings, and striping.
2. Pedestrians and bicycles shall be given due consideration and the right of way at all times possible.
3. Maximum golf cart speed on roadway is twenty-five (25) miles per hour.

**D. Subject to Association Rules**

Allowance for golf cart street use is intended to be a privilege and convenience to Association Residents, and any actions which threaten the safety and well-being of the Residents, or otherwise infringe upon the rights of others will not be tolerated.

**XIV. USE OF BICYCLES**

**A. Sidewalk/Crosswalk Riding (see Section 316.2065, F.S.)**

1. When riding on sidewalks or in crosswalks, a bicyclist has the same rights and duties as a pedestrian.
2. A bicyclist riding on sidewalks or in crosswalks must yield the right-of-way to pedestrians and must give an audible signal before passing.

**XV. OUTDOOR AND NATURAL AREAS**

**A. Outdoor Areas.**

There are various outdoor areas throughout the community that can be used for self-directed or passive recreation activities; e.g., bike paths, walking trails, courtyards, and open areas adjacent to Association facilities. All areas are unsupervised, and caution should be exercised when using them. Where bike paths along streets are marked, riders should stay within the lanes and observe common bike safety rules.

**B. Enjoyment and Protection of Wildlife.**

1. The lakes, ponds, and other bodies of water within the properties are primarily aesthetic and NOT intended for recreational use.
2. Certain areas are designated as wetland, migration and preservation areas and are restricted as to use by covenants approved by the U.S. Army Corp. of Engineers and the SJRWMD.
3. Feeding of wild animals is strictly prohibited excluding personal bird feeders as permitted in the Architectural Criteria.
4. Releasing wildlife of any kind including but not limited to fish and turtles, placing any kind of plant



life (living or dead), yard debris, or trash of any kind in any body of water is strictly prohibited.

**C. Hunting.**

Hunting and/or the discharge of firearms within the Community is strictly prohibited.

**XVI. ENFORCEMENT**

\*\*Note that the following are general procedures which the Association intends to follow, however, the Board reserves the right depending upon the severity of the violation to forego any of the following in favor of alternative enforcement measures, such as but not limited to, referral to the Association's attorney for immediate legal action.

**A. First Notice of Violation.**

When a violation is reported to or identified by the Community Association Manager, an initial investigation will occur to determine if said violation exists. Anonymous complaints will not be considered as a valid report of a violation. If the violation is identified, then the Community Association Manager will send a First Notice of Violation to the address of record via First-Class U.S. Mail, E-mail, or Text as determined by the Manager; the First Notice of Violation shall include the following: Only the 14-day notice MUST be certified and regular.

1. Nature of the Violation
2. Inspection Date
3. Curative Action Required & Deadline to Cure
4. Potential Penalties

If the Community Association Manager concludes that the violation has been corrected by the established deadline, then the violation will be closed and a Thank You email, letter or text may be sent to Owner

If the violating party is unable to correct the violation within the expected timeframe, they must notify the Community Association Manager in writing or via e-mail with an explanation as to why the matter cannot be cured within the allotted time, as well as an action plan to correct the violation (including a timeline). If the Community Association Manager determines allowing additional time is appropriate, then the Community Association Manager will send an Extension Letter to the address of record via First-Class U.S. Mail. If the Community Association Manager determines that additional time is not appropriate, then the Resident/Member(s) will continue through the violation process.

**B. Second Notice of Violation**

Should the violation continue or repeat, a Second Notice of Violation will be issued and sent to the address of record via First-Class U.S. Mail, E-mail, or Text as determined by the manager; the Second Notice of Violation normally includes the following:

1. Nature of the Violation
2. Inspection Date
3. Re-Inspection Date
4. Correction Date Deadline

5. Action Required

6. Potential Penalties.

If the Community Association Manager concludes that the violation has been corrected by the established deadline, then the violation will be closed and a Thank You email, letter or text may be sent to Owner.

If the violating party is unable to correct the violation within the expected timeframe, they must notify the Community Association Manager in writing or via e-mail with an action plan to correct the violation (including a timeline). If the Community Association Manager determines allowing additional time is appropriate, then the Community Association Manager will send an Extension Letter to the address of record via First-Class U.S. Mail or respond by email. If the Community Association Manager determines that additional time is not appropriate, then the Resident/Member(s) will continue through the violation process.

**C. Notice of Violation with Hearing Notice**

Should the violation continue to persist, a Notice of Violation with Hearing Notice will be issued and sent to the address of record via regular and/or Certified, Return Receipt U.S. Mail at least fourteen (14) days prior to the Hearing; the Notice of Violation with Hearing Notice normally includes the following:

1. Nature of the Violation
2. Date, Time & Location of the Committee Hearing
3. Board's recommendation to levy a fine would the hearing committee find the violation occurred

The Notice of Violation & Hearing is the warning notice that the Resident and/or Member(s) may be subject to said proposed penalties even if the violation is corrected.

**D. Fining & Suspension Committee Operating Procedure.**

The Fining & Suspension Committee Hearing shall operate as set forth in Section 720.305, F.S., as amended or renumbered from time to time. The Fining and Suspension Committee shall have the right to suspend a Resident and/or Member's amenity uses rights for unpaid assessments more than 90 days past due.

**E. Manner of Operation.**

The Fining & Suspension Hearing Committee shall conduct its business in the best interest of the Association, and in accordance with Florida Statutes, this Charter, the Association's Declaration, Bylaws and Rules & Regulations.

**F. Committee Hearing**

1. The Fining & Suspension Hearing Committee will meet as often as necessary. This is a statutory committee, meaning that all meetings will be noticed in the same manner as a Board of Directors meeting, and written notice of at least 14 days' notice by U.S. Mail shall be sent to the Owner or Resident subject to the potential fine or suspension. As such, the committee is a standing committee and would only meet at such times as the Board of Directors refers an alleged violation for hearing.
2. All Fining & Suspension Hearing Committee Meetings shall be open to all Members of the Association.
3. The agenda for any Fining & Suspension Committee Hearing shall be the issue of the alleged violation. At the meeting the Managing Agent will provide copies to the Committee any supporting material or

evidence as part of the Association's presentation in support of its claim of an Owner's violation. The accused Owner or Resident shall be entitled to review any material or evidence submitted by the Association at the hearing.

4. The affairs of the Association are private and thus, no member of the general public has a right to attend meetings or hearings of the Fining & Suspension Hearing Committee, except that an Owner has the right to be represented by an attorney.
5. Alleged violators, witnesses called during the hearing, the Managing Agent, counsel for the alleged violator, and members of the Fining & Suspension Hearing Committee shall have a right to be heard when recognized by the Chairperson or presiding officer of the meeting. The procedure for the Fining & Suspension Hearing shall be 1. Presentation of allegations, witnesses and evidence by the Association, 2. Defense of the allegations by the Owner. Strict rules of evidence and civil procedure shall not apply, but the Hearing will attempt to proceed with appropriate order and formality. In all cases, the Owner shall have the opportunity to question the testimony and evidence presented at the hearing and to raise factual or legal defenses. The Association shall have the burden of proving its case by at least a preponderance of the evidence. All other persons, including Association members in attendance during the hearing, shall have the right to be present, however, unlike with Board of Directors' meetings, there is no open forum and no opportunity to speak.
6. The Committee reserves the right, in its discretion, to sequester witnesses, the excluding of a witness from listening to the testimony of other witnesses, from the hearing until such time as they are called to present testimony. However, the Owner or Resident and the Association's Managing Agent shall be allowed to be present at all times during the hearing and are not subject to exclusion.

**G. Reporting:**

1. The Fining & Suspension Hearing Committee's Chairperson shall, ensure that a written report and recommendation of its findings as to each individual case shall be submitted to the Board of Directors following the hearing. All decisions of the Fining & Suspension Committee must be announced at the conclusion of the Hearing and prior to the adjournment of the Hearing. The Board of Directors provides a Violation Form for the Fining & Suspension Committee's use so that the report will include at least the following:
  - i. The date and time of the hearing with confirmation of advance notice.
  - ii. List the alleged violation or violations.
  - iii. A summary of the material facts presented at the hearing regarding the pending allegations of violation.
  - iv. The vote indicating conclusion of the majority of the Committee members as to whether or not a violation did or did not occur, and if the violation was found to occur, the Committee should note the number of days that the violation existed as multi-day violations carry the possibility of a per day fine.
  - v. The signature of the Committee Members who participated in the Hearing.
2. The Violation Form used by the Committee shall constitute the minutes of the Fining & Suspension Committee Hearing. Copies of all meeting minutes and the report and recommendation regarding specific hearings shall be delivered to the Managing Agent and Board of Directors as soon as is

practical. The Owner will be provided a copy of the meeting minutes or the report and recommendation upon written request by Management at no charge.

## **H. Hearings**

### **1. *Scope of Hearing Committee.***

During a hearing, the Fining & Suspension Hearing Committee is not required to make inquiries of its own, but shall be permitted to ask questions of witnesses, including the Owner prior to reaching its decision on an alleged violation(s). The Committee's decision shall be based only upon a review of the oral, visual, audible and written evidence presented during the course of the Hearing, and not upon any outside or independent knowledge. Members of the Hearing Committee may NOT incorporate into the discussion or its decision-making process any first-hand knowledge they have of the alleged violation, including any independent observation of the alleged violation as to do so would undermine the impartiality and the due process of the hearing process.

The decisions of the Fining & Suspension Hearing Committee are not to be policy decisions for the Association, and shall primarily relate to whether, in light of the facts submitted during the hearing process, there was or was not a violation of the Association's Declaration, Bylaws or Rules & Regulations. Even if the Committee believes the facts should constitute a violation but are do not actually violate any existing set of rules or restrictions, then the Committee shall exonerate the accused Owner – the Fining & Suspension Committee can't "legislate from the bench." Additionally, the Committee cannot find "no violation" based upon a theory that the violation is 'unfair' or 'inequitable' if a violation was in fact proven.

### **2. *Source of Hearings.***

The Board of Directors has the sole discretion of if and when a matter of alleged violation(s) should be referred to the Fining & Suspension Committee for hearing.

### **3. *Findings by Hearing Committee.***

The primary objective of the Fining & Suspension Hearing Committee at the conclusion of a hearing is to make a decision as to whether or not there has been a violation or violations of the Association's Declaration, Bylaws or Rules & Regulations, and if there was a violation, was it one that continued for more than multiple days. If the Fining & Suspension Committee has found that a violation has occurred, then the Board of Directors shall have the authority to levy and impose the appropriate fine or suspension. If the Fining & Suspension Committee finds that no violation occurred, then no fine or violation can be imposed by the Board of Directors.

## **I. Appeals.**

Decisions of the Fining & Suspension Hearing Committee may be appealed, by the violator in writing to the Board of Directors.

### **1. *Form of Appeal.***

- i. The appeal must be made in writing to the Board of Directors.
- ii. A decision of the Fining & Suspension Hearing Committee may only be appealed one time to the Board of Directors.
- iii. Decisions made by the Board of Directors, relative to appeals, are final.

- iv. Appeals must be submitted in writing to the Board of Directors within thirty (30) days from the date of the Fining & Suspension Committee hearing. For the purposes of this provision, the Owner shall be deemed to have received notice of the decision of the Fining & Suspension Hearing Committee five (5) business days after the written report and recommendation was mailed.

**2. *Other.***

- i. The Board of Directors shall determine when and where it shall hear appeals from decisions of the Fining & Suspension Hearing Committee.
- ii. Any financial charge, or other remedy authorized by the Fining & Suspension Hearing Committee's findings shall continue to accrue or remain in force until such time as the Board of Directors has reversed or suspended the decision of the Fining & Suspension Hearing Committee.
- iii. The Board of Directors is not precluded from initiating any other available legal remedies as provided by statute or the Association's Declaration, Bylaws and Rules & Regulations to enforce the violation during the appeal period.
- iv. The appeal to the Board of Directors is not intended to be a second Hearing on the existence of the violation, however, the Board of Directors may choose in its sole discretion to refer the matter back to the Fining & Suspension Committee for rehearing.
- v. The Board of Directors may, at any time, in its discretion, during the hearing process, intervene on behalf of the Association. Such intervention by the Board of Directors will include, but shall not be limited to, initiating enforcement action as a result of the violation and/or terminating the Hearing process.

**J. Penalties.**

In accordance with the Community Declaration Article XI, Section 3 stated here in part: If any person, firm, corporation, trust, or other entity shall violate or attempt to violate any of the covenants or restrictions set forth in the Declaration or the Rules and Regulations, it shall be lawful for Developer, the Community Association, or any Owner: (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restrictions; or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction for the purpose of preventing or enjoining all or any such violations or attempted violations. In addition to all other remedies, the Board of Directors shall have the authority, in its sole discretion, to suspend the Owner's (and Owner's family, tenants, guests, invitees, or Occupants) right to use the Common Property recreational facilities for so long as the violation continues and to levy reasonable fines against Owner or Occupant for the failure of the Owner, his family, tenants, guests, invitees or Occupants, to comply with any covenant, restriction, rule, or regulation contained in this Declaration, the Articles, or the Bylaws, provided the Community Association shall give the Owner or Occupant at least fourteen (14) days' notice of the violation(s) and of the right to have a hearing before a committee of at least three (3) Owners appointed by the Board of Directors.

If a hearing is requested and results in the approval of the fine by the committee, the fine levied by the Board of Directors may be imposed against the Owner, his family, tenants, guests, invitee, or Occupants. Each incident which are grounds for a fine shall be the basis for a separate fine. In case of continuing violations, each continuation after notice is given shall be deemed a separate incident.

**1. Association's Adopted Fine Policy.**

- i. The Board of Directors may impose Special Assessments against the Lot or Unit owned by the Owner if the Compliance Committee's findings are made against the Owner.
- ii. Violations will be assessed of \$100.00 per fine, per daily occurrence.
- iii. Multiple day violations shall incur a \$100.00 per day fine, per violation, and per day.
- iv. The Association shall have the right to levy fines in the aggregate of \$1,000.00 per violation without further notice to the Owner's ledger, and such unpaid fine shall be collectible as the same as unpaid assessments, via lien rights.
- v. The Association may impose a reasonable Suspension of the Rights to use the Common Areas and Facilities for up to 90 days per violation. Suspensions related to multiple violations may result in consecutive rather than concurrent suspensions.
  - a. Suspension means no access to the Canopy Club and surrounding amenities; access cards will be deactivated for the suspension period announced by the Board of Directors.
  - b. Automatic access through Entry Gate will be deactivated, however at all times access is possible via the manned gate; Owners or Residents will need to enter the Community via the Visitor/Guest Lane. At all times the Owner or Resident shall have 24 hour a day, 7 day a week access for ingress and egress from the Association Property to the home, however, will not have the convenience of a-Barcode or decal

\*Fines shall be paid not later than thirty (30) days after notice of the imposition of the fine. Fines shall be treated in the same manner as an unpaid Assessment, subject to the provisions for the collection of Assessments, and the lien securing same. All monies received from fines shall be allocated as directed by the Board of Directors.

\*\*The imposition of a fine shall not be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may otherwise have.

**EXHIBIT A**

**ROOM RENTAL ALCOHOL PERMIT/POLICY**

All functions involving room rental with alcohol must be pre-approved by the Association or the Association Management Company, and this alcohol policy/permit must be signed at the time of room reservation.

- **Multi-purpose Rooms.** For non-Association related events, alcohol may only be served in the Multi-purpose room by a Caterer who meets the following requirements. The Caterer must hold a valid Florida Liquor License, as well as any required local license, and provide Association staff with proof of licensing. A certificate of insurance endorsing the Association, Pulte Home Company, LLC and their respective directors, officers, partners, members, managers, employees, volunteers and agents as additional insured must be provided from the Caterer's insurance provider at the time the room reservation is made. A minimum of one (1) million dollars in general liability and liquor liability coverage is required. A caterer may not pay a club a cut of the alcohol sales, nor may alcohol be given or raffled as a door prize.
- No alcohol may be served or consumed at any time during the event in all other common areas owned by the Association including, but not limited to, Swimming Pool, and the Fitness Center. Alcohol will be restricted to the room that is being rented only.
- Del Webb Nocatee Association reserves the right to revoke individual privileges in the event consumption is perceived to cause a threat or nuisance to a resident, staff member, or guest.
- It is the undersigned's responsibility to ensure no alcohol is served to any person under the legal drinking age or twenty-one (21) or otherwise in violation of any applicable liquor control laws.
- Any alcohol that is sold or dispensed on Association property, whether in a public or private party setting,

must be sold or dispensed by a licensed person. No alcohol may be brought onto Association property for personal consumption or otherwise by persons who are not members of the Association. The undersigned understands and acknowledges that he or she remains responsible for his or her own actions, the actions of the member's guests and the propriety of the activity regardless of who serves alcohol on Association property.

- Any open alcohol containers must be disposed of by licensed person at the conclusion of the event. All unopened alcohol must be removed from the facility at the conclusion of the event. No alcohol can be stored on Association property.

I, the undersigned, acknowledge that I have read, fully understand, and hereby agree to abide by the Del Webb Nocatee Association Alcohol Policy. Group/Organization Event Host:

Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Association Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT B**

**ALCOHOLIC BEVERAGE CONSUMPTION AND  
DISTRIBUTION ACKNOWLEDGEMENT AND WAIVER**

Undersigned Member ("Member") of the Del Webb Nocatee Homeowners Association, Inc. ("Association") understands and acknowledges that he or she, and not the Association and/or their respective directors, officers, partners, members, managers, employees, volunteers, and agents (collectively, "Agents"), is responsible for all actions, negligent, or intentional or otherwise, of him or herself, Member's guests (invited and uninvited), and/or Member's family members, on route to, during, and after the any event sponsored by said Member on the Association Property. Undersigned Member understands and acknowledges that he or she is solely responsible for his or her own sobriety, the sobriety of the Member's guests (invited or uninvited), and the sobriety of his or her family members. Undersigned Member acknowledges that the Association Property is not "child-proofed" and that he or she bears the sole responsibility for and shall supervise any of his or her guests and/or family members under that age of nineteen (19) years of age and that any attendee under the age of twenty-one (21) years of age shall not consume Alcoholic beverages.

Undersigned Member hereby agrees to indemnify, defend, and hold the Association and/or their respective Agents harmless from any and all claims, actions, cause of actions, or liabilities of whatsoever kind of arising out of related to, or as a consequence of said Member's party.

Undersigned Member hereby acknowledges and agrees to abide by all Rules & Regulations adopted by the Del Webb Nocatee Homeowners Association. Undersigned Member hereby waives any and all claims against the Association and Pulte Home Company, LLC, and/or their respective Agents relating to any injury to himself or herself, his or her family, and/or any guests, invitees, vendors and/or contractors, and/or for loss of property that



may occur while using the Association Property, including but not limited to, any claims relating to the distribution and consumption of alcohol at Association Property.

I, the undersigned, acknowledge that I have read, fully understand, and hereby agree to abide by the Homeowner Facility Rental Guidelines and Fees, including Exhibit 1, 2, and 3.

Member (print name) \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_