Del Webb®

PONTE VEDRA

Rules and Regulations

for the

Riverwood by Del Webb Community Association, Inc.



Prepared By

Document Owner(s)	Organization Role
Peggy Haworth	Community Association Manager
Angel Alfonso	Community Association Board President

Version Control

Version	Date	Facilitator	Change Location
1	6/24/2011	TMJ	Document launch for Anastasia Club opening
2	10/19/2011	TMJ	5.1, 5.5, 6.2, 7.1, 7.3, 8.3, 9.2, 9.3, 9.5, Riverwood to Del Webb Ponte Vedra
3	10/16/2013 BOD Approved	PH	9.2.B; 11.1.A; 11.2; 12.1; 12.2.B; 12.10, 12.10.A(4); 12.10.C(6); 12.10.D removed; 13.5.B, C, & D; 15.5 Central Park added; 16.4; 18.4
4	05/16/2014 BOD Approved	PH	6.2.E, I, J; 9.6; 12.2.A; 12.3; +12.6.J; 12.10.B.4 & 5 and 6.a; added 16.2 Multi-purpose Path Use; 16.3.B; 16.4.B; 16.5
5	10/06/2015 BOD Approved	PH	9.2.A; moved Multi-purpose Path Use to 15.6 (from 16.2); Corrected 9.5 as Declaration amendment of 06.23.2008
6	02/15/2017	PH	9.2A1, 9.2A2, 9.2A3, 9.2A14 added, 15 added; 9.2B; 12.6(1), 12.6(2); 12.10B; 13.1F added, 13.2B added, 13.2G, 13.5F added, 13.6D added, 13.8 added; 14F, 14H1 added, 14I1 added, 14.I6 added; 15.2 added, 15.6I added, 15.8 added; 16.5
7			
8			
9			

TABLE OF CONTENTS

1 DEFINITIONS 8

2 INTRODUCTION 9

3 AUTHORITY 10

4 STRUCTURE AND MEMBERSHIP 11

4.1 Age-Restricted Community 11

4.2 Purpose and Legal Status 11

4.3 Community Association Governance 12

4.4 Membership and Voting 14

5 FINANCE 15

5.1 Budget 15

5.2 Assessments 15

5.3 Asset Replacement Reserve Funds 15

5.4 Capital Contributions 16

5.5 Resident Fund 16

5.6 Accounting Method 17

5.7 Ticket Sales 17

5.8 Donations 17

6 RESALES 18

6.1 Capital Contribution 18

6.2 Marketing and Showing of Property 18

6.3 Resale Disclosure Package 19

7 CONDUCT, GUESTS AND IDENTIFICATION 21

7.1 Identification 21

7.2 Residents' Code of Conduct and Discipline 23

7.3 Guests 24

8 LEASING OF RESIDENCES 26

8.1 Leases 26

8.2 Additional Accountability 27

8.3 Community ID Badges and Tenant Privileges 27

9 COMMUNITY AND RESIDENTIAL PROPERTY USE 29

9.1 Use Restrictions and Easements 29

9.2 Parking and Vehicles 29

9.3 Nuisances; Other Improper Use 32

9.4 Fireworks 33

9.5 Pets 33

9.6 Lakes 33

9.7 Soliciting 33

9.8 Hurricane Shutters/High Impact Glass 33

9.9 Developer Use of Common Property 34

10 DESIGN GUIDELINES 35

10.1 New Construction 35

10.2 Renovation and/or Alteration of Existing Property 35

11 COMMUNITY RELATIONS AND DOCUMENT REVIEW 36

11.1 Community Relations 36

11.2 Board Meeting Notices 37

11.3 Document Review 38

12 GENERAL USE OF COMMUNITY ASSOCIATION COMMON AREAS 39

12.1 Use of Facilities and Assumption of Risk 39

12.2 Safety Equipment 39

12.3 Common Area Responsibility 39

12.4 Hours 39

12.5 Dress Code 40

12.6 Room Scheduling 40

12.7 Set Up and Clean Up 42

12.8 Thermostats 42

12.9 Business Services 42

12.10 Beverage and Food Use 42

12.11 Smoking Policy 46

13 ANASTASIA CLUB AREAS 48

13.1 Billiards Area 48

13.2 Fitness Wing 48

13.3 Kitchen 49

13.4 Palm Library 49

13.5 Plantation Fitness Room 49

13.6 Magnolia Movement Studio 50

13.7 Royal Palm Ballroom and Spanish Hall 50

13.8 Sawgrass Cafe 51

14 POOLS AND SPAS 52

15 OTHER OUTDOOR COMMON AREAS 58

15.1 Party Pavilion 58

15.2 Screened-In Lanai Porch 58

15.3 Bocce Ball Courts 58

15.4 Pickle Ball Courts 58

15.5 Tennis Courts 59

15.6 Central Park 60

15.7 Multi-purpose Path Use 60

15.8 Preserve 61

16 USE OF GOLF CARTS 62

16.1 Use of Golf Carts on Private Thoroughfares 62

16.2 Registration/Operation 62

16.3 Safe Working Condition 62

16.4 Insurance 62

16.5 Street Rules 63

16.6 Subject to Community Association Rules 63

17 OUTDOOR AND NATURAL AREAS 64

17.1 Outdoor Areas 64

17.2 Enjoyment and Protection of Wildlife 64

17.3 Hunting 64

18 ENFORCEMENT 65

18.1 Step 1 – First Notice of Violation 65

18.2 Step 2 – Second Notice of Violation 65

18.3 Step 3 – Notice of Violation with Hearing Notice 66

18.4 Step 4 – Committee Hearing 66

18.5 Step 5 – Committee Deliberation 66

18.6 Communication with the Resident/Member 67

18.7 Penalties 67

EXHIBIT A 69

1 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. Developer - shall mean and refer to PULTE HOME CORPORATION, a Michigan corporation, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned.

B. Developer Guest – customers of the Developer who are prospective Del Webb Ponte Vedra new home purchasers.

C. Developer Visitor – company visitors of Developer employees

D. Management – a member of Management includes, but is not limited to the Community Association Manager, Lifestyle Director and Maintenance Supervisor employees of the Management Company.

E. Member (Member Resident)– a person or entity who is a record Owner of a fee interest in any Del Webb Ponte Vedra Lot or Unit, including the Developer

F. Monitor – an employee of the Management Company that assists in Management in the management, maintenance and operation of Common Property.

G. Non-Member Resident – a Del Webb Ponte Vedra Resident who is not a record Owner of a fee interest in any Del Webb Ponte Vedra Lot or Unit

H. Resident – a Qualified Occupant who stays overnight in a Lot or Unit for at least ninety (90) days in a consecutive twelve (12) month period. The term Resident includes both Members and Non-Member Residents.

I. Event – a gathering that appears on a calendar published on the Lifestyle Website or in the Newsletter.

2 INTRODUCTION

The facilities and programs of the Riverwood by Del Webb Community Association, Inc. ("Community 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 Community. The guidelines that follow were developed to enable you to more fully enjoy and understand the Community Association and its many benefits. Please take some time to read about your Community 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 Community Association facilities and programs. As in all cases, rules are to assist in the orderly and safe use and application of Community 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.

3 AUTHORITY

In accordance with Section 11.4 Initial Rules and Regulations of the Declaration of Covenants, Conditions, Restrictions and Easements for Riverwood by Del Webb Community Association, Inc., the Board of the Community Association shall have the right to implement rules and regulations for the Community Association and its Members.

Please be reminded that the Rules and Regulations serve only as a supplement to the Community Association 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 of 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 of the governing documents. For a more detailed explanation of the governing documents, reference should be made to the Governing Documents which include the community Declaration, the Articles of Incorporation of the Community Association and the By-Laws of the Riverwood by Del Webb Community Association, Inc.

4 STRUCTURE AND MEMBERSHIP

4.1 Age-Restricted Community

Del Webb Ponte Vedra 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 in order for the community to qualify. Pulte Home Corporation 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.

In the event of any change in occupancy or ownership of a Lot or Unit within Del Webb Ponte Vedra, 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 or Unit and such other information as the Board may reasonably require to verify the age of each Occupant required to comply with HOPA.

4.2 Purpose and Legal Status

The Community Association was formed as an Florida not-for-profit corporation to own the 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.

A. Legal Entity

The Community Association is a legal entity that is responsible for management, maintenance, operations, and control over all areas of common responsibility. Additionally, the Community 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 Community Association, as an incorporated entity, is a private Lot or Unit 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.

B. Community Documents

The standard of conduct, maintenance, or other activity prevailing throughout the properties 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'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.

The Governing Documents include the Declaration of Covenants, Conditions and Restrictions ("Declaration"), the Community Association's Articles of Incorporation ("Articles") and the Community Association's By-Laws ("By-Laws"). 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 Community Association by specifying its corporate purpose and delineating the corporate structure and function. The By-Laws more precisely define the Community Association's reasonable rules of governance, membership, management and administration.

4.3 Community Association Governance

Each party plays a role in the governance and successful Community Association operations.

A. Board of Directors

The Community Association is governed by a Board of Directors ("Board") that is empowered to exercise all powers and duties necessary and appropriate for the administration of the Community Association's affairs, and for performing all responsibilities and exercising all rights of the Community Association as stipulated in the governing documents, and as provided by law.

The Community Association will be run by a Board of Directors consisting of not less than 3 or more than 7 directors. All Directors, other than Developer Directors, must be Members of the Community Association. All Directors shall be elected or appointed in accordance with the applicable provisions contained in the Articles and By-Laws.

Directors on the Board may not serve on Board appointed Committees or as Club Officers.

The Board's roles include, but are not limited to, the following:

(1) Serve as the policy making body of the Community Association

(2) Establish rules and regulations

(3) Adopt annual budget and establish assessments

(4) Award bids and contracts

(5) Establish Committees and appoints Committee members

(6) Conduct Board Meetings

(7) Select Community Association Manager

(8) Select Legal Counsel

B. Board Committees

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 Community Association.

(1) Work at the pleasure of the Board of Directors

(2) Members are appointed by the Board of Directors

(3) Organization and purpose are driven by the Committee's charter

(4) Make recommendations to the Board

C. Lifestyle Committees

Resident committees may be appointed, at Management's sole discretion, in advisory capacities to assist with lifestyle programming and resident communications. Directors on the Board may not serve on Lifestyle appointed Committees.

D. Management Company

The Management Company, FirstService Residential, is contracted by the Community Association to manage and maintain the Common Property, and to assist the Community 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 Property. The Management Company is responsible for the maintenance and operation of the common area property.

4.4 Membership and Voting

The Community Association was formed as an Florida not-for-profit corporation to own the 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.

A. Membership

Every record Owner of a fee interest in any Lot or Unit ("Class A Member") and the Developer ("Class B Member") under the Declaration shall be a Member of the Community Association.

Each Class A Member shall hold one membership for each Dwelling Lot or Unit owned. Co-owners shall share the privileges of such membership.

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.

B. Voting

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 or Unit owned by the Class A Member. The Class B Member shall have the sole right to vote in Community 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 Riverwood by Del Webb Community Association, Inc.

C. Membership Meetings

The regular annual meeting of the Members shall be held in the month of October in each year at such time and place as shall be determined by the Board. All the Members shall be invited. The Board will report on accomplishments since the preceding meeting and ongoing agenda items. The Board President may open the meeting for questions and comments from Members.

The Annual Meeting and other meetings of the Board will be noticed and open to Residents. The Board's intention is to encourage Resident participation and early integration of Residents into the affairs of the Community Association.

5 FINANCE

5.1 Budget

On or before December 1st of each year and in accordance with the By-laws and Article 8 Covenant for Maintenance Assessments of the Declaration, 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 Community Association and to provide for a general operating reserve and reserves for contingencies and replacements. Such budget shall constitute the basis for determining each Owner's Annual Assessments. The Owner's Annual Assessments are due and payable on the 1st of each month.

5.2 Assessments

Assessments levied by the Community Association shall be used for the improvement, maintenance, repair and replacement and operation of the Common Property, the Buildings, the Lots or Units 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 Community Association, and the furnishing of services, maintenance, repair and replacements as set forth in this Declaration.

The Board is empowered to file liens against any lot whose Owner fails to pay a prescribed assessment within stated payment periods. Each Owner of a Lot or Unit, by acceptance of a deed or other transfer document therefore, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay to the Community Association the Assessments established or described in Article 8 Covenant for Maintenance Assessments of the Declaration:

- **A.** Annual Assessments
- **B.** Neighborhood Assessments
- **C.** Emergency Assessments
- **D.** Special Assessments
- **E.** Benefited Assessments

5.3 Asset Replacement Reserve Funds

- **A.** The Community Association shall maintain such reserves as it deems reasonable or necessary for:

(1) Working capital

(2) Contingencies

(3) Replacements

(4) Performance of such other coordinating or discretionary functions not contrary to the terms of this Declaration**.**

B. The Developer's obligation to fund the deficit shall not include any obligation to fund any reserve component of the budget.

C. 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, 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.

D. The Reserve Fund contribution is determined annually by the Board as part of the regular budget preparation process.

5.4 Capital Contributions

The working capital contribution (see Fee Schedule) is due and payable to the Community Association upon each sale of a Lot or Unit within Del Webb Ponte Vedra and will be utilized by the Developer to fund the operating deficit.

5.5 Resident Fund

Del Webb Ponte Vedra Residents will contribute greatly to the success of the community by developing and participating in the Del Webb lifestyle. Riverwood Residents are also able to enhance their community by contributing to the Resident Fund (an account where monies are designated to purchase items that will enhance the community and the majority of Del Webb Ponte Vedra Residents). In the future, a committee of Residents and the Community Association Manager will be organized to manage and participate in determining how the Resident Fund dollars are spent. All improvements to the Common Property are subject to the final approval of the Board.

Three examples of ways that Del Webb Ponte Vedra Residents can contribute to the Resident Fund include (but are not limited to):

1) Club and/or Group fund raising

2) Supporting the Sawgrass Café

3) Monetary donations from private benefactors

5.6 Accounting Method

The Community Association utilizes the accrual accounting method.

5.7 Ticket Sales

In addition to the Assessments, which support the general management and administration of the Community Association, special use fees and charges will be charged to support the cost of lifestyle programs and services such as classes, events and trips.

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 Property" in these Rules and Regulations.

The Association will 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.

The Association accepts cash and checks. Checks are to be payable to "Riverwood by Del Webb Community Assn., Inc." and can be purchased at the Resident Services Desk. Club and Groups must sell their own tickets.

The Community Association adheres to a strict "no refund" policy for activity programs except in instances where the Community Association cancels a program or extenuating circumstances exist. Determination of extenuating circumstances is at Management's sole discretion.

5.8 Donations

Monetary donations received by the Community Association shall be placed in the Resident Fund account. If a Benefactor desires the funds to be utilized for a specific purpose, the Benefactor should note their desire in writing at the time of the donation. Monetary donations will not be used to offset deficit funding by the Developer.

Non-monetary donations must serve the Community Association membership as a whole and must be in good, well-maintained condition. The Board and/or Management determines the Association's acceptance of a non-monetary donation.

The Community Association Manager will receive and oversee all donations to the Community Association.

6 RESALES

6.1 Capital Contribution

The working capital contribution (see Fee Schedule) is due and payable to the Community Association upon each resale of a Lot or Unit within Del Webb Ponte Vedra and will be utilized by the Developer to fund the operating deficit.

6.2 Marketing and Showing of Property

A. In accordance with the Declaration Section 7.25, 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 Ponte Vedra property. This marketing signage restriction does not apply to the Developer.

B. An Owner may advertise their Property for Sale in the Lifestyle Website classifieds; the Board reserves the right to charge a fee for this service, which would be listed on the Fee Schedule.

C. 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. In addition, the Gate Attendant will issue a Realtor Viewing Pass to the Realtor. The Realtor must present a company business card with the Realtor’s photo to obtain a Realtor Viewing Pass. If the company business card does not have a photo of the Realtor, then the Realtor must also present a government issued photo ID.

D. Occupied Lots or Units – the Owner or Resident must advise the Gate Attendant and the Resident Services Desk of the scheduled showing and the name of both the Realtor and the name of his/her real estate brokerage company. 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.

E. Unoccupied Lots or Units (i.e. bank owned or vacant) – the Owner must communicate in writing that the property is unoccupied and who the listing Realtor is to the Gate Attendants. If the Gate Attendant is able to view a proper company business card or Florida Real Estate Salesperson/Broker license, and a Driver’s License, then the Gate Attendant will allow the Realtor access into the community. If the Realtor is provided access, then the Gate Attendant will communicate this information (at the time of access) to the Resident Services Desk.

F. Caravans – 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. The Gate Attendant will ensure that the Realtor driving the vehicle into the community identifies the Lot or Unit(s) to be viewed, and provides a company business Card w/his or her photo along with presenting a Driver's license before entrance is allowed.

G. 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 or provide verbal authorization for each attendee. 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.

H. Owners may empower their listing agent to authorize prospective purchasers and/or Realtors access into the community to visit the Owner's Lot or Unit by providing the Gate Attendant written authorization. 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.

I. Realtors showing Lots, Units and/or Amenities in Del Webb Ponte Vedra must be able and willing to present a company business card and photo ID to obtain a Realtor Viewing Pass and gain access to the community.

J. Once in the community, Realtors showing Lots, Units and/or Amenities in Del Webb Ponte Vedra must be able and willing to present a company business card and the Realtor Viewing Pass upon request.

K. Any and all Realtors are required to contact the Community 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.

L. It is the responsibility of the Owner to understand, educate their Realtor, and abide by Section 6.2 Resales in the adopted Riverwood by Del Webb Rules & Regulations.

6.3 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 Community Association documents. The Resale Disclosure Package, available for a fee, is not provided automatically and must be requested. Information is available at www.fsresidential.com. If an Owner will be a member of more than one Association, then a Resale Disclosure Package must be ordered for each Association. The Resale Disclosure

Package includes the following:

A. Welcome Letter

B. Estoppel letter

(1) Ledger balance (including any special assessment)

(2) Disclosure statement (appendix)

(3) Maintenance assessment charge

(4) Late fee policy

(5) Capital contribution charge

C. Community Association Documents

- Declaration
- Amendments
- Rules and Regulations
- Chartered Club Operating Structure
- Articles of Incorporation
- By-laws
- Design Guidelines

7 CONDUCT, GUESTS AND IDENTIFICATION

7.1 Identification

A. General

(1) Only persons possessing Community ID Badges or Guest Bands are permitted to use the Community Association's facilities unless otherwise noted and are subject to applicable Community Association Governing Documents and Rules and Regulations.

(2) Chartered Clubs ("Clubs") and Interest Groups ("Groups") are responsible for validating the Community ID Badge and Guest Band at all Club or Group meetings and events.

(3) Unauthorized use of the Community ID Badges or Guest Bands, or use of false information in obtaining these Community ID Badges or Guest Bands, may result in suspension of membership privileges or other appropriate sanctions.

(4) Random Community ID Badge and Guest Band checks will be made by Management and/or Monitors to ensure compliance with the Community Association Rules and Regulations, and to determine if the Community ID Badges and Guest Bands are current. Users must notify the Resident Services Desk of lost or stolen Badges so the Badges can be deactivated. Lost or stolen badges, of any type, can be replaced for a fee (see Fee Schedule).

B. Community ID Badges

(1) The Annual Assessment includes up to two (2) Community ID Badges for each Resident household.

(2) Community ID Badges are only issued to a Del Webb Ponte Vedra Occupant (as defined in the Declaration). Proper identification and credentials (including proof of age) must be presented for all Del Webb Ponte Vedra Occupants prior to issuing the Community ID Badges.

(3) If the desired Community ID Badge 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.

(4) In addition to two Community ID Badges issued, each household may purchase two additional cards for a fee (see Fee Schedule).

C. Community ID Badges for Guests

If there is only one Resident occupant, then one of the two Community ID Badges available to the household may be issued in the name of "Guest of _____ (the Resident's Name)" and shall be known as "Resident Guest Community ID Badges".

(1) A Resident Guest ID Badge Affidavit must be signed by the Resident upon issuance of the Resident Guest Community ID Badge.

(2) Resident Guest Community ID Badges may only be used by persons 19 years of age or older.

(3) Users of the Resident Guest Community ID Badge must be accompanied by the sponsoring Resident.

(4) Unless specifically noted within this section "Community ID Badges for Guests", users of the Resident Guest Community ID Badge are subject to all Guest restrictions as noted in the Community Association Governing Documents and Rules and Regulations.

D. Community ID Badges for Future Residents

Purchasers of a new Del Webb home that have not closed on the Property are entitled to use of Common Area Property upon the purchase of a Future Resident Community ID Badge (see Fee Schedule). Purchasers may register at the Resident Services Desk, may only pay the fee monthly (the first payment may be prorated for the current month plus one subsequent month), and must provide a copy of the Purchase Agreement at time of registration. Upon written notification by the Developer that a Purchaser has failed to comply with the terms of the Purchase Agreement and/or has cancelled the Purchase Agreement, then the Association will deactivate the Future Resident Community ID Badge.

E. Guest Bands

(1) Guests may obtain Guest Bands at the Resident Services Desk.

(2) Guests sixteen (16) years of age or older must provide a form of identification prior to obtaining a Guest Band. Guests under the age of sixteen (16) are not required to provide a form of identification.

(3) Guest Bands are only active for one day use only. Subsequently, Guests must register each day to obtain a valid Guest Band.

(4) Users of Guest Bands must be accompanied by the sponsoring Resident.

(5) Guests participating in a Management approved competitive event with Del Webb

Ponte Vedra Residents, may participate in Club and Group programs, and must only utilize Management approved Common Areas for the specific event.

7.2 Residents' Code of Conduct and Discipline

A. The Community Association's facilities are only for Residents and their Guests, unless otherwise noted in the Governing Documents and these rules.

B. All Residents and Guests are expected to abide by the Governing Documents and these rules, 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.

C. Residents and Guests will refrain from any loud, profane, indecent or abusive language.

D. 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.

E. 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.

F. Residents or Guests shall not physically or verbally abuse, harass or accost any other Member, Resident, Guest, Community Association employee or representative, Developer employee, director, officer, committee member, Community Association Contractor or any other person.

G. Residents and Guests shall not reprimand or otherwise interfere with the Developer, Management, Monitors or the management of the Community Association. Any inattention to duty or discourtesy on the part of a Community Association employee or representative must be reported to the Community 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.

H. Comments and complaints are to be directed to the Community Association Manager in a civil manner. The Community Association Manager may require that the complaint be submitted in writing before taking action on the complaint.

I. 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 Community 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.

J. Residents and their Guests are prohibited from profiting financially from their access to Community Amenities and Common Property, i.e., charging Guests for use of the facilities.

K. Residents and their Guests shall be held responsible for any damage to Common Property from the Residents or Guests acts, omissions or negligence.

L. 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 or not conduct is in violation of this rule is at the Board's sole discretion.

M. Additional use rules may be posted in areas of the Anastasia Club. All users are expected to comply with posted rules and verbal instruction from Management and/or Monitors.

N. Community Association Management will direct the attention of Residents or Guests to any violation of the Governing Documents and the Community Association Rules and Regulations, and will pursue appropriate enforcement.

7.3 Guests

Del Webb Ponte Vedra amenities primarily exist for the use of Del Webb Ponte Vedra Residents; the rules and regulations surrounding Guests are designed to ensure that the Association and Del Webb Ponte Vedra 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 Ponte Vedra Residents. The Guest policy is not intended to allow Guests access to Community 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.

A. Residents may bring up to four (4) Guests (a Guest that holds a Resident Guest Community ID Badge is not counted in the four (4) Guest limit) per Resident Household to use the Community Association Common Areas except that the Guest limit for the Resort 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. See Fee Schedule.

B. All Guests, that do not hold a Resident Guest Community ID Badge, must be registered at the Resident Services Desk each day they visit.

C. Users of Guest Bands must be accompanied by the sponsoring Resident.

D. Users of a Resident Guest Community ID Badge and Guests participating in a Management approved competitive event with Del Webb Ponte Vedra Residents, may participate in Club and Group programs. Otherwise, Guests may not participate in Club or Group programs.

E. Users of Guest Bands are accommodated when possible, but not if their participation in events prevents that of Residents such as in (but not limited to) Association sponsored events or classes with student limitations.

F. All Guests must sign a Release of Liability form upon their initial visit. This form will be kept on file with the Association.

G. Guests may not bring other Guests.

8 LEASING OF RESIDENCES

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. An Owner may not have more than two leases in a consecutive twelve (12) month period.

In accordance with the Declaration Section 7.25, directional, “For Lease” and “Open House” signs are not permitted on any part of the Del Webb Ponte Vedra property. This marketing signage restriction does not apply to the Developer. 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.

8.1 Leases

A. All leases must be for a period of twelve (12) calendar months or more and shall include the following:

(1) 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.

(2) Owner(s) are responsible for providing the Tenant(s) the Community Association Declaration, Community Association Rules and Regulations, and if applicable, the Condominium Association Declaration and Condominium Association Rules and Regulations.

(3) A material condition that the Tenant(s) fully comply with the Community Association Declaration, Community Association Rules and Regulations, and if applicable, the Condominium Association Declaration and Rules and Regulations.

(4) A written acknowledgment by the Tenant that the Tenant has received a copy of the Governing Documents and Rules and Regulations for the Community Association and if applicable, the Governing Documents and Rules and Regulations of the Condominium Association. Said written acknowledgement must be provided to the Association.

(5) A material condition that a violation of the Community Association Declaration and Rules and Regulations, and if applicable, the Condominium Association Declaration and Rules and Regulations shall constitute a violation of the lease.

(6) A covenant shall exist designating the Community Association as the Owner’s agent for the purpose of and with the authority to terminate the lease agreement in the event of violations by the Tenant.

(7) The name and contact information for the Tenants and a current address of the Owner.

(8) Signed Non-Member Resident affidavit

B. A copy of the lease, and all lease renewals, must be delivered to the Community 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.

C. The Community Association may charge a lease processing fee in the future that would be paid by the Owner when submitting the lease to the Community Association. The lease processing fee would be payable to cover the Association's time necessary to process the lease. However, the Community Association will charge a fee (see Fee Schedule) for the issuance of additional Community ID Badges for the Tenants.

8.2 Additional Accountability

A. Owners of a leased Lot or Unit shall not have Common Property Use Rights, except as a Guest, unless the Tenant waives in writing their Common Property Use Rights and said waiver is on file with the Community Association.

B. Owners and Tenants are jointly liable for to the Community Association for any amount required by the Community Association to repair any damage to the Common Property resulting from the acts, omissions or negligence of the Tenants.

8.3 Community ID Badges and Tenant Privileges

A. The Community Association will deactivate all Community ID Badges 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 ID Badges issued in their name(s), with a limit of two (2) Community ID Badges per household.

B. If a Tenant waives their Common Property Use Rights in writing, then the Association will not issue Community ID Badges to the Tenants and will not deactivate any Community ID Badges issued to the Owner(s).

C. If there is only one Tenant occupant, then one of the two Community ID Badges available to the Tenant may be issued as a "Resident Guest ID Badge" in accordance with the "Conduct, Guests and Identification" section of these Rules and Regulations.

D. Community ID Badges issued to Tenants are renewed upon a renewed lease being provided to Management.

E. Each lease with new Tenants requires newly issued Community ID Badges.

F. Tenants have all privileges associated with Community ID Badges issued to Owners, including the right to serve on Association appointed Committees and participation in all aspects of the Chartered Club Operating Structure, except the following:

(1) Tenants may not vote in Community Association matters

(2) Tenants may not serve on the Community Association Board

(3) Tenants may not serve on Board appointed Committees

(4) Tenants may not purchase additional Community ID Badges.

9 COMMUNITY AND RESIDENTIAL PROPERTY USE

9.1 Use Restrictions and Easements

The Use Restrictions and Easements are identified in the Declaration and specify limitations on the use of a Residential Lot or Unit and authorized areas of property encroachment.

A. Del Webb Ponte Vedra is a Residential community; therefore, each Lot shall be occupied as a single family Residential private dwelling by no more than six (6) persons.

B. Home-based occupations may be operated out of the Lots/Units provided that:

(1) No employees work within the Lots or Units

(2) There is no signage

(3) Clients or customers do not visit the Lot or Unit

(4) There are no excessive deliveries

(5) It does not generate additional visitors, traffic or noise

(6) It does not cause a nuisance to the other Lots, Units or Residents

(7) It meets municipal and zoning requirements.

9.2 Parking and Vehicles

1. RESIDENTS

a. Are prohibited from parking in the street.

b. 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).

c. 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 and EVENING GUESTS

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

b. 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

a. Must display a dated guest parking pass on their dashboard

   i. Dated guest parking passes can be obtained from the gatehouse by registering the guests with the guardhouse in advance of the guests' arrival.

   ii. Dated guest parking passes will expire no more than seven (7) days from the date of issuance; however, a guest's parking pass can be incrementally extended for a period not to exceed 30 days.

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

c. 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.

4. AUTHORIZED CONTRACTORS, SERVICE PROVIDERS, AND/OR VENDORS

a. Must park in the residents' driveway if performing more than a momentary delivery.

b. 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.

c. 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.

d. Will be barred from accessing this Del Webb Community if they repeatedly violate these parking rules thereby creating a safety hazard for residents.

5. Each Owner will be issued two vehicle decals at closing to help identify Residents' cars. Single-family homeowners may be purchase a third decal for a fee (see Fee Schedule) from the Community Association.

6. Only vehicles with displayed legal handicap parking identification shall park in designated handicap parking spaces.

7. Golf Carts and motorcycles are considered vehicles and subject to the vehicle limits. Only single-family and carriage homes may have golf carts and motorcycles. Golf carts and motorcycles must be parked in the garage.

8. Parking spaces designated for golf carts shall not be used by motor vehicles (except motor-driven cycles)

9. Guest parking spaces may be on the Common Property; Owners are not to park in Guest parking spaces.

10. 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.

11. Special Community Association events may require temporary parking rules. If temporary rules apply, then Management will post.

12. 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 water craft may be parked or stored anywhere on the Property except wholly within the confines of the garage.

13. Any vehicle or recreation equipment parked in violation may be towed by the Community Association at the sole expense of the owner of such vehicle or recreational equipment.

14. Parking in or on the Common Property or any Lot or Unit shall be restricted to the parking areas therein designated for such purpose.

15. 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 Property and Lots, except wholly within the confines of the garage.

16. Residents should review Section 7.19 of the Community Association Declaration for additional parking and vehicular restrictions.

B. Single Family Homes

Any residence may have a maximum of one (1) more vehicle than their garage was designed to accommodate, with no more than one (1) vehicle parked on the driveway at any given time.

C. Carriage Homes

Units located within Riverwood by Del Webb Carriage Home Condominium Association shall not have more than two (2) vehicles associated with each unit, one (1) of which must be parked in the garage.

D. Monterey Condominium Homes

Units located within Riverwood by Del Webb Monterey Condominium Association may park on a first-come, first-serve basis; however, vehicles must display a permit to park in the covered parking areas. No golf carts or motorcycles are permitted.

E. Portable Moving Storage Containers and Dumpsters

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 approval in writing from the Community Association prior to utilizing a personal moving storage container or dumpster. The following additional guidelines apply:

(1) Each Resident is limited to one personal moving storage container or dumpster at any given time

(2) Each Resident shall attach a copy of the written approval from the Community Association and/or Board to the outside of the personal moving storage container and dumpster.

(3) The Community Association Manager may approve personal moving storage containers and dumpsters that will be in the Del Webb Ponte Vedra 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.

(4) Single—family homes: all personal moving containers and dumpsters must be parked on the Resident's driveway.

(5) Carriage and Monterey Condominium homes: all personal moving storage containers and dumpsters must be parked in visitor parking with OSB or plywood underneath to protect the asphalt surfaces. Personal moving storage containers and dumpsters shall not be so large that they utilize more than one parking space, unless otherwise approved in writing by the Board.

9.3 Nuisances; Other Improper Use

Nothing shall be done or maintained on any Lot, Unit or Common Property which may be or may become an annoyance, nuisance or be detrimental to the other Lots, Units, or Common Property 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.

A. Lawn Maintenance and Work Hours

Lawn maintenance and other work may be conducted in Del Webb Ponte Vedra within the following days and times:

Sunday and Federal Holidays	Not permitted

Monday through Friday	7:00a to 7:00p
Saturday	8:00a to 5:00p

9.4 Fireworks

No fireworks of any kind are permitted for use in Del Webb Ponte Vedra.

9.5 Pets

Owners must register pets with the Community Association and are granted a license to maintain not more than two (2) pets per Unit and not more than three (3) pets per lot. Pets must be caged or on a short leash when they are outside of the dwelling unit or on any portion of the Common Property. 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 Property throughout the community.

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 Property, 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.

9.6 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.

9.7 Soliciting

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

9.8 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 with two (2) days 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 or Unit. Shutters shall **NOT** be installed for any reason unless a hurricane warning has been issued.

9.9 Developer Use of Common Property

During the period of community development, prospective home buyers are considered Developer Guests; Guests of Developer Employees are considered Developer Visitors.

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 Ponte Vedra. Del Webb reserves the right to purchase tickets for Association events to be used by Developer Guests.

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.

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.

Explore Del Webb is a program that allows Developer Guests to book overnight stays in Del Webb owned properties within Del Webb Ponte Vedra. The intent is to provide Developer Guests the opportunity to sample the Del Webb lifestyle before they purchase a home. Developer Guests that participate in the Explore Del Webb program enjoy full use of Del Webb Ponte Vedra amenities during their stay.

During the period of community development, the Developer reserves the right to conduct Developer company meetings, marketing, special events and promotional events in the Del Webb Ponte Vedra amenities without charge. Every effort will be made to accommodate scheduled Association and Lifestyle events.

10 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.

10.1 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.

The Board intends to amend the Design Guidelines to allow existing properties to be adapted to reflect designs utilized in new construction by the Developer.

10.2 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 Committee if those actions are determined to be inconsistent with the Design Guidelines or the Developer's vision of the Community.

11 COMMUNITY RELATIONS AND DOCUMENT REVIEW

11.1 Community Relations

A. Lifestyle Website

The Community Association offers a Lifestyle Website www.DWPonteVedra.net that allows Residents to have valuable information quickly including, but not limited to, special events, lifestyle programs of interest and important Community Association business. The website is intended to be a community building tool that connects Del Webb Ponte Vedra Residents in a positive, uplifting way. Resident articles submitted for publication are subject to review by and approval of Management. Posts on the Lifestyle Website may be removed if the post(s) are deemed inappropriate by the Board and/or Management.

Residents may post free classified ads on the portal for personal items to sell. Ads that will not be accepted in the Classified Section include any Home Services, Rentals, Crafts, Hobbies, or anything that is sold for profit.

The Lifestyle Website, www.DWPonteVedra.net, is accessible with any web browser using Internet Explorer 6.0 or higher. Computers will be available at the Anastasia Club for Residents to access information. The Lifestyle Website can be accessed at any time and from any computer. The following is available on the Lifestyle Website:

- Event Photos
- Events Calendar
- Lifestyle News
- Resident Directory
- Policies
- Rules & Regulations

B. Connect Website

The FirstService Residential provides a Community Website: http://fsrsouth3.fsrconnect.com/riverwoodcommunity a fully integrated information and data hub customized around the specific needs of the Community Association and its residents. FSRConnect website can be accessed at any time and from any computer.

Residents can pay fees online and initiate work order requests; Board members and Management can post reports and track work orders online. The following is available on http://fsrsouth3.fsrconnect.com/riverwoodcommunity:

- Audits
- Budgets
- Financials
- Governing Documents
- Insurance Declaration Page(s)
- Meeting Minutes
- Policies
- Rules & Regulations
- Design Guidelines

C. Newsletter

The Community Association publishes a periodical newsletter titled: *Explorations*. This newsletter is intended to be a supplement of www.DWPonteVedra.net and is not intended to offer all information contained on the website. When published (either in print or on the Lifestyle Website), *Explorations* will contain a schedule of regular club meetings and activities/events. Resident articles submitted for publication are subject to review and approval by the Lifestyle Director.

D. Advertising

The Community Association provides the lifestyle website and newsletter publication for informational purposes only and does not endorse or promote any of the products or services that may be advertised. Additionally, the Community Association assumes no responsibility for the statements made and reserves the right to refuse advertising for any reason.

Residents may post classified ads on the portal at no cost to sell personal items; all personal items to be sold must be approved by Management prior to posting. For a fee (see Fee Schedule), Residents may submit classified ads to lease/sell Del Webb Ponte Vedra lots or units. Ads that will not be accepted in the Classified Section include any Home Services, Home Sales, Professional Services, Home Rentals, Crafts, Hobbies or anything that is sold for profit that resembles a business.

Advertisements are subject to approvals by management or the Board. Any claims made by advertisers are strictly on their own and the publisher does not endorse or vouch for the quality of goods or services of any advertiser.

E. Announcements

In addition to the newsletter, time-sensitive and special announcements are posted in the Anastasia Club, on the Lifestyle Website and distributed via e-mail.

F. Other

While the Community Association may generate additional information through local newspapers, the scope and timeliness of such publication rests solely with the media.

11.2 Board Meeting Notices

Board Meeting notices will be distributed in compliance with Florida Statute 720: on the FSRConnect Website, on the TV located in the Café at the Anastasia Club, and on the TV located at the Resident Services Desk of the Anastasia Club.

11.3 Document Review

Important Community 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 at the Resident Services Desk. 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 Community Association with Management are subject to a per hour review fee (see Fee Schedule).

12 GENERAL USE OF COMMUNITY ASSOCIATION COMMON AREAS

12.1 Use of Facilities and Assumption of Risk

All use of Community Association facilities and all participation in Community Association programs are purely voluntary. Correspondingly, the recreational nature of all Community 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.

The Community 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 Community Association's Lifestyle Director/Community Association Manager for assistance. If a Resident or Guest accepts facility conditions, the Community Association will assume that the facility is free of obstruction or hindrance.

Unless negligence on the part of the Community Association is confirmed, the Community 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 Community Association facilities, reasonably comprehensive policies, rules and signage have been developed. Prior to participating in any Community Association activity or program, Residents and Guests are encouraged to familiarize themselves with facility layout and operating policies and rules.

12.2 Safety Equipment

A. First Aid supplies are located at the Resident Services Desk.

B. AED units are located at the Resident Services Desk, Plantation Fitness Room, and the Outdoor Restroom Facility.

12.3 Common Area Responsibility

Operating responsibility lies with Management. At the Anastasia Club, Monitors are tasked with overseeing related policies and rules and are generally trained in basic CPR and on AEDs. Monitors are in no way represented as fitness specialists, lifeguards, or as providing a qualified level of fitness or aquatic program supervision.

12.4 Hours

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.

Operating hours for all activities shall coincide with those of the Common Areas unless Management has provided written approval for a scheduled special event. A user of Common Areas outside of Common Area operating hours may be subject to a fee (see Fee Schedule).

12.5 Dress Code

A. Community Area and Activities Wing

Proper dress is required in all Community 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 Community 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 Anastasia Club at all times, except as appropriate for specific events or classes (including, but not limited to, yoga, tai chi, and pool and spa areas)

B. Fitness Wing

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 Anastasia Club at all times, except as appropriate for specific events or classes (including, but not limited to, yoga, tai chi, and pool and spa areas)

12.6 Room Scheduling

Common Areas are available on a first-come, first-serve basis for Residents and Guests. However, reserving space and scheduling activities is required to accommodate all interested parties.

1. Common Areas that may be reserved by Clubs, Groups, the Community Association and the Developer include.

A. Atlantic Fitness Pool

B. Discovery Arts and Crafts Room

C. Kitchen

D. Magnolia Movement Studio

E. Party Pavilion

F. Royal Palm Ballroom

G. Spanish Hall

H. Sport Courts

2. Common Areas that may be reserved by Residents for private events include.

A. Party Pavilion

B. Kitchen

C. Royal Palm Ballroom

D. Spanish Hall 1,2 & 3

E. Discovery Arts and Crafts Room

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.

1st. Board and Board Committee Meetings

2nd. Club Events and Activities (highest priority is given to the Club with the largest average event attendance as calculated by the Lifestyle Director)

3rd. Community Association Events and Activities

4th. Group Events and Activities (highest priority is given to the Group with the largest average event attendance as calculated by the Lifestyle Director).

5th. Private Resident Events

6th. Unscheduled Activities

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.

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.

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

12.7 Set Up and Clean Up

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.

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.

It is the responsibility of the individual parties using the Anastasia Club 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.

12.8 Thermostats

The heating and air-conditioning temperatures for the Anastasia Club are preset to provide the best comfort and operating efficiency. While Residents may not adjust said temperatures, Residents may request temperature adjustments at the Resident Services Desk.

12.9 Business Services

The Community Association will provide business services. The business services include use of computers, internet service, and fax and copy services.

A. A fee (see Fee Schedule) will be charged for the use of the copy and fax equipment to support the direct and indirect cost of services.

B. Payment of fees will be monitored by support personnel at the Resident Services Desk.

12.10 Beverage and Food Use

To ensure that Resident privileges remain uninterrupted by implementing policies and procedures to guide behaviors and decision making necessary to achieve rational outcomes by implementing Beverage and Food Use Restrictions as stated herein. These Beverage and Food Use

restrictions are intended to protect the Community Association, its Residents, Guests and the Developer from the potential misuse of Resident privileges. Minimizing the liability of both the Community Association, its' Members and the Developer, and preserving the Community Association common areas and the safety of our Residents is of utmost importance. The Community Association encourages the use and enjoyment of all the common areas in a way that promotes the Del Webb Active-Adult Lifestyle.

All Members and Residents must sign the Alcoholic Beverage Consumption and Distribution Acknowledgement Waiver (see sample language in this section).

A. Beverage and Food Use Restrictions

(1) All beverages must be in non-glass containers, except that glass containers are permitted within the Administrative Offices, Ballroom and the Café as approved by the Association.

(2) The Resident Services Desk must be notified of all spills.

(3) All beverages and food waste must be disposed of properly in waste containers. Liquids must be poured out into a sink prior to disposal in a waste container.

(4) Small soft-side beverage coolers are permitted provided they stay in the possession of the user. Coolers are permitted in the same areas as beverages and must be transported to the area of use by utilizing outside sidewalks.

(5) If a Resident, or Resident Guest, utilizing Common Areas of the Community Association does not comply with this Beverage and Food Use policy, the Resident will be subject to disciplinary actions under the Beverage and Food Use policy and the other governing documents of the Community Association.

B. Additional Common Area Beverage and Food Use Restrictions

Below are Beverage and Food Use Restrictions within specific Common Areas.

(1) Billiards Room

Beverages and food are prohibited on billiard tables

(2) Fitness Wing

a) Includes: Fitness Center, Indoor Pool, Indoor Spa, Locker Rooms, Movement Studio, Sauna, Steam Room and Therapy Room.

b) Only fitness beverages and water stored in plastic or stainless steel containers with a lid are permitted. All other beverages are prohibited.

c) All permitted beverages must be at least four feet (4') from the pool's edge. No beverages are permitted in the pool or any closer than four feet (4') from the pool's edge

d) Food is prohibited.

(3) Kitchen

Only non-alcoholic beverages are permitted to be consumed in the kitchen. Consumption of alcohol is prohibited by anyone involved in preparation of food or utilizing any kitchen equipment.

(4) Palm Library

Beverages and food are prohibited

(5) Royal Palm Ballroom, Spanish Hall, Discovery Arts & Crafts Room, Lanai and Party Pavilion Beverages (including alcohol) and food are permitted.

(6) Resort Pool

a) Only non-alcoholic beverages, stored in plastic or stainless steel containers, are permitted. No other beverages are permitted, unless part of a Community Association or Developer sponsored event as allowed by the FL Health Department and the Association's insurance policy.

b) Beverages are not permitted in the Resort Pool or any closer than four feet (4') from the Resort Pool's edge.

c) Food is prohibited, unless part of a Community Association or Developer sponsored event.

(7) Resort Spa

a) Only fitness beverages and water, stored in plastic or stainless steel containers, are permitted. No other beverages are permitted.

b) Beverages are not permitted in the Resort Spa or any closer than four feet (4') from the Resort Spa's edge.

c) Food is prohibited.

(8) Sport Courts

a) Includes: Bocce Ball Courts, Pickle Ball Courts and Tennis Courts

b) Food is permitted under shade structures but is prohibited on sports courts.

C. Beverage Use – Alcohol

(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

a) Groups and Private parties must have written approval of the Management and on file in the Management office before allowing alcohol at their gatherings.

b) 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.

(4) 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.

(5) 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 and would be considered in violation of the Beverage and Food Use policy.

(6) Resident, at Resident's sole risk, may allow Resident's Guests to bring their own alcohol for consumption on the Common Property (Spanish Hall 2, Royal Palm Ballroom, Discovery Arts & Crafts Room, and the Party Pavilion) provided each Guest complies with the provisions of this policy.

(7) Only Caterers are permitted to serve alcohol on the Common Property, provided the Caterer complies with the Beverage and Food Use policy and secures the following:

a) A valid Florida Liquor License

b) Any required local licenses

c) Liquor Liability and at least $1,000,000.00 in General Liability insurance

coverage.

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.

(8) Alcohol may be given as a door prize, but may not be consumed at the event where the alcohol was won.

(9) Alcoholic beverages may be stored on the Common Property, but only if the following guidelines are adhered to:

a) Only Management may store alcohol on the Common Property

b) 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.

c) The Lifestyle Director must maintain a current inventory of the alcohol.

d) 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.

(10) 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 or not a User is intoxicated.

(11) 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.

12.11 Smoking Policy

The Community Association intends to provide a smoke-free environment.

A. Non Smoking Areas

Smoking is prohibited in the following areas, unless otherwise noted as a Designated

Smoking Area by the Association:

(1) All Community Association Buildings are designated as non-smoking areas.

(2) Some Outdoor Areas (including the Party Pavilion, Bocce Ball Courts, Pickle Ball Courts, Tennis Courts, Resort Pool and Resort Spa).

(3) Within 25 feet of any doorway, window or other opening into any Indoor Area or within 25 feet of the Outdoor Areas noted above as Non-smoking areas

B. Designated Smoking Area

The Resident Services Desk at the Anastasia Club has a diagram for viewing that illustrates the designated Smoking Areas. The following applies to Designated Smoking Areas:

(1) Smoking is only permitted within five (5) feet of an Association provided ashtray.

(2) Ashtrays may not be relocated on the Property, except as requested and approved by the Board and/or Management

(3) Smokers must discard of all smoking materials properly in the provided ashtrays.

13 ANASTASIA CLUB AREAS

13.1 Billiards Area

A. For both the safety of individuals and the protection of equipment, sitting on billiard tables is not permitted.

B. The use of a bridge is an acceptable option for billiards; all shots require that one foot remain on the floor.

C. Jump and masse' shots are not permitted (shooting straight down on the ball).

D. Children under the age of sixteen (16) are not permitted in the Billiards Area.

E. As long as individuals are waiting to play, table time is limited to three (3) games.

F. The Billiards Room is intended for billiards play.

13.2 Fitness Wing

A. Includes: Fitness Center, Indoor Pool, Indoor Spa, Locker Rooms, Movement Studio, Sauna, Steam Room and Therapy Room.

B. The Fitness wing is a Scent-Free Zone meaning no perfumes or colognes are to be worn while using any fitness amenities. Deodorant is permitted and recommended.

C. Contracted Fitness Consultants are qualified fitness instructors available to provide instruction on the use of fitness equipment and programs, and counseling on personal and group regimens.

D. Locker rooms and showers are provided for use and enjoyment of Residents and Guests. Lockers are available on a first-come, first-served basis. Lockers are not allocated to individual Residents; personal items will not be permitted to be kept inside lockers overnight. Locker and shower facilities are accessible for the physically challenged. Clothing or personal effects should not be left unattended or unsecured in these areas, as safekeeping shall be the responsibility of the user.

E. Towels are not provided and are the responsibility of the Resident/Guest.

F. Individualized programs may also be developed for personal fitness needs through Contracted Fitness Consultants. Information about the Contracted Fitness Consultants is available at the Resident Services Desk. No person may conduct Personal Training or Group Fitness Classes unless contracted by the Community Association.

G. Prior to using this facility, or engaging in any form of fitness program (including using the pools and spas), individuals should consult a physician.

13.3 Kitchen

The Kitchen Rules and Regulations are posted in the Kitchen and on the Lifestyle Website.

13.4 Palm Library

A. The Palm Library is operated on a self-served, honor basis for Residents only (take, read and return). Donated books become association property. Duplicates or worn out books will be donated to the local Library.

B. Place donated and returned books in the provided designated container. Do not reshelf.

C. Books and materials must be intended for recreational reading. Magazines are not accepted. Determination of whether or not subject matter is appropriate is at the Board and Management's sole discretion.

D. Duplicates or worn out books will be donated to the local Library.

13.5 Plantation Fitness Room

A. 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.

B. All users are expected to observe the posted rules concerning proper and safe use.

C. 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. Training classes are scheduled on a regular basis for the convenience of Residents. While individualized programs can be developed for personal fitness needs, program focus is on the safe use of equipment and the fitness needs of the majority. Neither Management nor Monitors will prescribe, or otherwise recommend any program intended to accommodate, or supplement a medical need or medically prescribed rehabilitation program. Specialized programs of this nature may be prescribed through Contracted Fitness Consultants.

D. Children under the age of sixteen (16) are not permitted in the Plantation Fitness Room.

E. Each Resident must present their Community ID Badge and sign in at the Residents Services before using Plantation Fitness Room.

F. Colognes and perfumes are not permitted in this area. Deodorant is permitted and recommended.

G. Appropriate fitness apparel is required, to include upper body garments and proper

footwear. Sandals, shower clogs, or other similar items and street shoes are not acceptable fitness footwear.

H. Equipment must be properly sanitized after each use.

I. 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.

J. All portable equipment (i.e. dumbbells, kettle bells, exercise mats) should be returned to their proper storage locations.

K. 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.

13.6 Magnolia Movement Studio

A. This facility is intended to promote low to medium impact aerobic exercise, aerobic dance, and stretching programs. Due to the nature of these programs, preference is given to group lessons and group instructional programs. Individuals may use this facility in a self-directed manner only when group programs are not scheduled.

B. Children under the age of sixteen (16) are not permitted in the Magnolia Movement Studio, unless otherwise posted.

C. Appropriate fitness apparel is required, to include upper body garments and proper footwear. Sandals, shower clogs, or other similar items and street shoes are not acceptable fitness footwear. Certain fitness programs may not require fitness footwear; identifying these programs can be recommended by a Contracted Fitness Consultant to the Lifestyle Director, for the Lifestyle Director’s sole approval.

D. Colognes and perfumes are not permitted. Deodorant is permitted and recommended.

13.7 Royal Palm Ballroom and Spanish Hall

A. Operable walls provide added flexibility to configure rooms for small and large functions. Room capacities and various set-up arrangements can be obtained at the Resident Services Desk. Audio-visual equipment and individual room sound controls are also available.

B. Rooms may be decorated in good taste, but only with the advance approval of the Lifestyle Director. Under no circumstances will decorations be permitted that mar or otherwise alter the interior decor of the facility; decorations may not be taped or nailed to the wall. Glitter, silly string, confetti, and oil lamps may not be used. Use of candles (including style and location) must be specifically approved in writing by the Lifestyle Director.

C. Entertainment groups may be contracted by the Community Association, the Developer, or by a sponsoring Club, Group or Private Party. Due to sound system and electrical requirements, close coordination is required with the Maintenance Supervisor. If professional film, script, production, or sound-type entertainment is provided, close coordination is required with the Lifestyle Director to ensure that proper licensing and/or royalty fees have been accommodated, or waived.

13.8 Sawgrass Café

D. Only food sold or provided by the Sawgrass Café is permitted in the Café area. Food may not be brought in by individuals.

E. Café tables and chairs are reserved for Café customers only during operational hours.

14 POOLS AND SPAS

A. General

(1) Pool and spa hours vary based on seasonal demands, with specific times posted and publicized at the Anastasia Club, on the Lifestyle Portal and in the monthly newsletter.

(2) All tables and chairs are not permitted in any pool or on the surrounding deck apron (within 4' of the pool edge).

(3) Portable radios, other music devices, laptop computers, cell phones, or other electronic devices are not allowed in the pools, but may be used on the deck and lounge area with earphones or other muting methods as not to disturb other residents.

B. Sanitation

(1) Chemicals are used to ensure a sanitary and safe water environment, and conditions are tested and documented on a regular basis. If unacceptable conditions occur, management reserves the right to close the facilities at any time to preserve the health and well-being of Residents and Guests.

(2) Showers must be taken before entering the pools and spas. If using sun oils or lotions, showers must be taken prior to each entry into the pool. Cover-ups, wraps, hats, water shoes, etc. are acceptable for protection from the sun or pool surfaces or for modesty purposes. All swimsuits and clothing should be age appropriate and not offensive including improper words, photos, or other markings.

(3) Swim suits are required. Cut-offs or other forms of street clothes are not acceptable. Cover-ups, wraps, hats, water shoes, etc. are acceptable for protection from the sun or pool surfaces or for modesty purposes. All swimsuits and clothing should be age-appropriate and not offensive including: improper words, photos or other markings.

(4) Any person that is ill or has been ill with diarrhea, stomachaches, and pains or vomiting is restricted from any swimming pool and spa areas to minimize the spread of illness.

(5) All "bathroom accidents" in the pool or on the pool deck apron must be immediately reported to Fitness staff to minimize possible exposure to residents.

(6) 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.

(7) Individuals in normal (non-swimmer type) diapers are not permitted in any pool at any time. They are, however, permitted in the deck areas of the Resort Pool at least 4’ from the pool edge.

C. Safety

(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) Users are not to drink pool or spa water.

(3) A swimmer may utilize one water noodle during use of the Resort Pool or Atlantic Fitness Pool. Management may require that swimmers cease using water noodles if their use is prohibiting reasonable use by other others or for any other reason as deemed appropriate by Management.

(4) Due to the decorum desired for this facility, rafts or toys/games of any nature are not permitted. Inner tubes or other inflatable devices are not permitted. Management and/or Monitors may grant specific exemptions for participants of water aerobic programs and workout swimmers. If medical conditions warrant, exemptions may also be granted when the need is certified in writing by medical authority, approved by the Lifestyle Director and filed with the Monitor.

(5) Small children in the pool, under the direct supervision of an adult, may wear inflatable arm devices, National Life Guard approved life vests, or other approved safety devices as a precautionary safety measure.

(6) If lightning is observed in the local area, residents and guests should vacate the pool and adjacent deck areas until a safe environment is restored.

(7) Diving is not permitted.

(8) Running, pushing, jumping from the pool side, excessive splashing, or other rowdy or boisterous behavior is not permitted.

D. Special Events and Activities

(1) The Lifestyle Director/Community Association Manager may authorize special group times for physically challenged groups or those desiring instructed aquatic

exercise. In all cases, these times will be posted.

(2) Special devices for the physically challenged, such as the entry ramps and water wheelchairs, are self-serve and may be used at the Resident's and/or Guest's discretion. A user requiring specialized assistance should contact the Resident Services Desk for instructions. However, neither Management nor Monitors will assist a user in the act of utilizing the special devices.

E. Children's' Swim Hours

(1) Designated hours for children's swim are determined by the Board and will be posted at the Anastasia Club, posted on the Lifestyle Portal and publicized in the newsletter. Children, if permitted in the designated area, may only swim during designated children's swim hours.

(2) 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.

(3) 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.

F. Atlantic Fitness Pool

(1) Users must shower off before entering Pool.

(2) Lane dividers are used in the Atlantic Fitness Pool as a safety measure to separate lap swimmers from other pool users, properly guide the lap swimmer, and preclude injury from interference outside the lanes. Unless a group activity has been authorized, a minimum of two lanes will be separated by floating dividers and used for lap swimming.

(3) Static exercises are to only be done in the indented area located by the pool steps.

(4) Water walkers have first priority for the lane closest to the pool steps. Swimmers have first priority for the remaining four lanes. During a fitness class or club activity, lane priorities do not apply. It will be a on a first come basis.

(5) When lap lanes are full, sharing is required for swimming and walking. Swimmers and walkers stay on the right side of their lane and are to be aware of one's space and the orientation of others. Be courteous and respectful of other

participants using the same lane

(6) Let others know you are entering the lane. Respectfully get a swimmers attention to let them know you are entering the lane. Those already in the lane always have the right of way. Be cautious and courteous. Do not start directly in front of or behind someone approaching the wall for a turn. Give them room and drop in behind them.

(7) With two or more swimmers in a lane, swim a circle pattern keeping to the right.

(8) To pass another swimmer, touch the person on the foot once during the lap. If you are touched on the foot, move quickly to the side of the lane when you reach the wall and allow the person to pass.

(9) Try to swim with others who have the same ability. Please respect other swimmer's efforts.

(10) Time of use should be limited to 45 minutes when lap lanes are full and others are waiting to swim or walk.

(11) For your safety and the safety of others, fully dry off before exiting the pool facility.

(12) Disturbing the lane markers in any way is not permitted.

(13) Children under the age of sixteen (16) are not permitted in the indoor pool, unless otherwise posted.

(14) The heating and air-conditioning temperature and the pool water temperature for the Atlantic Fitness Pool are preset to provide the best comfort and operating efficiency for the indoor pool system.Adjustments to established pool temperature cannot be accommodated. Temperatures may fluctuate based upon environmental conditions and number of users.

G. Resort Pool

(1) The Guest policies stated in these rules and regulations applies to any Guests accompanying a Resident, including those Residents and Guests sitting and watching on the pool deck and children in strollers.

(2) Lane dividers are used in the Resort Pool as a safety measure to separate lap swimmers from other pool users, properly guide the lap swimmer, and preclude injury from interference outside the lanes.

(3) Lap lanes are not to be used for walking, or other non-swim activity. When both

lanes are occupied, lanes will be shared, and individuals will swim to the right. If lanes are fully occupied, and individuals are waiting to swim, time of use will be limited to 45 minutes.

H. Resort Spa

(1) Users must shower off before entering the spa

(2) Children under the age of sixteen (16) are not permitted in the spa.

(3) Maximum water temperature is 104° F and is intended to relax muscles. Temperatures may fluctuate based upon environmental conditions and number of users.

(4) Swimming in the spa is not permitted, and vigorous exercise should be avoided. In this environment, exercise has a tendency to aggravate an ailment rather than improve it.

(5) While the time limit for use of the spa may vary from one Resident to another, 15 minutes is generally considered to be sufficient for muscle relaxation and general enjoyment. When exiting the spa, do so very slowly, using the steps and handrails.

(6) Pregnant women, Individuals with hypertension, heart conditions, or those on medication for any reason should not use the spa without first consulting with a physician. Individuals who have recently consumed alcoholic beverages should avoid using the spa altogether.

I. Sandcastle Spa

(1) Users must shower off before entering the spa

(2) Children under the age of sixteen (16) are not permitted in the spa.

(3) Maximum water temperature is 104° F and is intended to relax muscles. Temperatures may fluctuate based upon environmental conditions and number of users.

(4) Swimming in the spa is not permitted, and vigorous exercise should be avoided. In this environment, exercise has a tendency to aggravate an ailment rather than improve it.

(5) While the time limit for use of the spa may vary from one Resident to another, 15 minutes is generally considered to be sufficient for muscle relaxation and general enjoyment. When exiting the spa, do so very slowly, using the steps and

handrails.

(6) Users must be courteous of their volume levels when a massage is taking place.

(7) Pregnant women, Individuals with hypertension, heart conditions, or those on medication for any reason should not use the spa without first consulting with a physician. Individuals who have recently consumed alcoholic beverages should avoid using the spa altogether.

15 OTHER OUTDOOR COMMON AREAS

15.1 Party Pavilion

The Party Pavilion area is available for the drop-in use and enjoyment of Residents and Guests on a first-come, first-served basis. The Community Association Board and/or Management reserve the right; however, to assess a fee (see Fee Schedule) for any reserved use of these facilities. Community Association activities will also be scheduled at the Party Pavilion on a periodic basis and will take priority over reserved or drop-in use by Residents or Guests.

15.2 Screened-in Lanai Porch

This area is available for the drop-in use and enjoyment of Residents and their guests on a first-come, first-served basis. The Lifestyle Director/Community Association Manager may authorize special events to take place in this area which will take priority over drop-in use.

15.3 Bocce Ball Courts

A. Bocce courts are available for recreational use and on a first-come, first-served basis ("Open Play Time"). As participation levels increase within the community, additional rules and restrictions on duration of play may be designated.

B. Dedicated time for bocce ball play can be granted to the Bocce Club. Open Play Time will otherwise be assigned but will be suspended during the designated club play periods.

C. Appropriate apparel is required. Upper body garments and rubber-soled tennis shoes must be worn at all times. Hard-soled footwear or street shoes are not permitted.

D. Check-out equipment is available at the Resident Services Desk. A Check-out Equipment Penalty Fee (see Fee Schedule) plus the cost to replace the check-out equipment will be assessed if the equipment is not returned by the close of business on the same day it was checked-out, if the equipment is returned damage, or if all of the equipment checked out is not returned.

E. To keep the bocce ball courts in top playing condition, individuals should walk back and forth on the concrete walkways between the courts, rather than on the play surface.

F. Access boards allow entry onto the courts by the physically challenged. If unsure as to how the access board operates, assistance should be requested from the monitor.

G. All players play at their own risk. If players encounter excessive water or debris on the courts, they should not begin play, but notify the Resident Services Desk for assistance. .

15.4 Pickle Ball Courts

A. Pickle ball courts are available for recreational use and on a first-come, first-served basis

("Open Play Time"). As participation levels increase within the community, additional rules and restrictions on duration of play may be designated.

B. Dedicated time for pickle ball play can be granted to the Pickle Ball Club. Open Play Time will otherwise be assigned but will be suspended during the designated club play periods.

C. Upper and lower body garments must be worn at all times and soft-soled shoes are recommended. Hard-soled footwear or □street shoes are not permitted.

D. Check-out equipment is available at the Resident Services Desk. A Check-out Equipment Penalty Fee (see Fee Schedule) plus the cost to replace the check-out equipment will be assessed if the equipment is not returned by the close of business on the same day it was checked-out, if the equipment is returned damage, or if all of the equipment checked out is not returned.

E. When lessons are provided by the Community Association, they will be open to the entire community and a fee may be charged. Residents, Clubs or Groups may arrange personal lessons on their own time and at their own expense.

F. All players play at their own risk. If players encounter excessive water or debris on the courts, they should not begin play, but notify the Resident Services Desk for assistance. If a minor problem is encountered, brooms and squeegees are available courtside. Please help keep your facilities in top playing condition.

15.5 Tennis Courts

A. Tennis courts are available for recreational use.

B. When a court reservation system is not in use, use of the courts is on a first-come, first-serve basis ("Open Play Time"). As participation levels increase within the Community, additional rules or restrictions on duration of play may be designated.

C. Dedicated time for tennis play can be granted to the Tennis Club. Open Play Time will otherwise be assigned but will be suspended during the designated club play periods.

D. Lights are available for nighttime play and will be controlled by an automatic timer.

E. Appropriate tennis apparel is required. Upper body garments and rubber-soled tennis shoes must be worn at all times. Hard-soled footwear or street shoes are not permitted.

F. Check-out equipment is available at the Resident Services Desk. A Check-out Equipment Penalty Fee (see Fee Schedule) plus the cost to replace the check-out equipment will be assessed if the equipment is not returned by the close of business on the same day it was checked-out, if the equipment is returned damage, or if all of the equipment checked

out is not returned.

G. When lessons are provided by the Community Association, they will be open to the entire community and a fee may be charged. Residents, Clubs or Groups may arrange personal lessons on their own time and at their own expense.

H. All players play at their own risk. If players encounter excessive water or debris on the courts, they should not begin play, but notify the Resident Services Desk for assistance. If a minor problem is encountered, brooms and squeegees are available courtside. Please help keep your facilities in top playing condition.

15.6 Central Park

A. Central Park includes the event lawn and Community Garden.

B. Only dogs properly leashed are permitted in the Central Park area.

C. Golf ball hitting is not permitted in the Central Park area.

D. All garden sections belong to the Association and are managed by the Chartered Garden Club.

E. The purpose of the Garden Club is to manage the community garden(s) thereby providing residents with a common place to garden. The Club seeks to develop and broaden the member's agricultural talents and common interest.

F. The Garden Club determines the number of garden sections that can be rented and the rental fee.

G. Only members of the Garden Club have access inside the Community Garden.

H. A keypad lock will secure the Garden entrance gate, tool room, storage room, and the back gate. Garden members will receive the combination to these locks. The combinations are confidential and are subject to change.

I. Restroom facilities provided are intended for members and their guests while enjoying the Central Park and Garden area.

15.7 Multi-purpose Path Use

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. See Exhibit "A" for the Del Webb Ponte Vedra map identifying the location of the Multi-purpose Path".

A. Pedestrians should be given right of way by all other multi-purpose path users.

B. 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).

C. An audible warning is required from operation of a golf cart, bicycle, and skates when approaching pedestrians from behind.

D. All laws and ordinances related to alcohol, including open containers, apply.

E. All laws and ordinances related to littering apply.

F. Only persons age 16 or older with a valid driver's license may drive a golf cart on the path or streets.

G. Speed limit on multi-purpose path is 10 mph.

H. Pets must be on a leash no greater than 6 feet and owners must pick up after their pets.

I. Do not block the multi-purpose path or hinder other user's access.

J. Obey posted and published rules and regulations.

15.8 Preserve

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

16 USE OF GOLF CARTS

16.1 Use of Golf Carts on Private Thoroughfares

All golf carts will be required to meet minimum safety standards. Golf carts shall not be operated on pedestrian trails, community sidewalks or on landscaped common areas at any time.

16.2 Registration/Operation

A. Registration and operation of a golf cart on community streets shall be in compliance with the provisions of the Florida Department of Motor Vehicles.

B. Golf carts will be required to register with the Community Association, and count towards the unit vehicle parking limit.. All Resident carts operated in the community must be electric and not gasoline powered.

16.3 Safe Working Condition

A. Carts must be in sound and safe working condition. No golf cart may be operated on a roadway unless, at a minimum, it has the following:

(1) Brakes, a steering apparatus, tires, a rearview mirror, windshield, horn, red reflectors in the front and rear, a slow moving emblem on the rear of the cart, headlights that emit a white light visible from a distance of 500 feet to the front, tail lamps that emits a red light visible from at least 100 feet from the rear, brake lights, and turn signals.

(2) When operated on a roadway, a golf cart shall have its headlight and tail lamps lighted.

B. 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, be at least sixteen (16) years of age and is subject to all motor vehicle regulations including, but not limited to, DUI provisions. The sponsoring Resident will be held accountable for the actions of their Guests including any rule violations or costs associated with damages.

C. Storage of carts must be in compliance with the Declaration.

16.4 Insurance

Golf cart drivers using community streets and the multi-purpose path will be required to carry proof of insurance. Liability insurance must be maintained on all golf carts, with the amount of coverage determined by the Owner in consultation with the Owner's insurance agent. Owners will be personally responsible for the conduct of anyone operating their cart, and for any damage caused by its operation on Common Property. Children under the age of sixteen (16) will not be

permitted to drive a golf cart on community thoroughfares.

16.5 Street Rules

Carts should remain to the right side of the road, allowing regular vehicles to pass without obstruction. Pedestrians and bicycles shall be given due consideration and a reasonable right of way at all times. Maximum golf cart speed on roadway is twenty-five (25) miles per hour.

16.6 Subject to Community Association Rules

Allowance for golf cart street use is intended to be a privilege and convenience to Community 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.

17 OUTDOOR AND NATURAL AREAS

17.1 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, Party Pavilion and open areas adjacent to Community 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.

17.2 Enjoyment and Protection of Wildlife

A. The lakes, ponds, and other bodies of water within the properties are primarily aesthetic and NOT intended for recreational use.

B. 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.

C. Feeding of wild animals and birds is strictly prohibited.

D. 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.

17.3 Hunting

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

18 ENFORCEMENT

18.1 Step 1 – 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. If the violation does exist, then the Community Association Manager will send a **First Notice of Violation** to the address of record via First-Class U.S. Mail; the **First Notice of Violation** shall include the following:

- Nature of the Violation
- Inspection Date
- Correction Date
- Action Required
- 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 Letter** sent to the address of record via First-Class U.S. Mail.

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. If the Community Association Manager determines that additional time is not appropriate, then the Resident/Member(s) will continue through the violation process.

18.2 Step 2 – Second Notice of Violation

Should the violation persist, a **Second Notice of Violation** will be issued and sent to the address of record via First-Class U.S. Mail; the **Second Notice of Violation** shall include the following:

- Nature of the Violation
- Inspection Date
- Re-inspection Date
- Correction Date
- Action Required
- 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 Letter** sent to the address of record via First-Class U.S. Mail.

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. If the Community Association Manager determines that additional time is not appropriate, then the Resident/Member(s) will continue through the violation process.

18.3 Step 3 – 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 Certified, Return Receipt U.S. Mail at least fifteen (15) days prior to the Hearing; the **Notice of Violation with Hearing Notice** shall include the following:

- Nature of the violation
- Inspection Date
- Re-inspection Date
- Correction Date
- Action Required
- Date the Board Proposed the Monetary Fine
- Proposed Penalties
- Date, Time and Location of Hearing

The **Notice of Violation with Hearing Notice** shall also convey that the Resident/Member(s) may be subject to said proposed penalties even if the violation is corrected and/or they do not appear at the hearing

18.4 Step 4 – Committee Hearing

Resident/Owner(s) must attend the hearing in person or via telephone. If the Resident/Owner(s) is unable to attend the hearing in person or via telephone, then the Resident/Owner(s) must contact the Community Association Manager in writing with any supporting documentation.

Hearings are considered closed meetings of the Committee. Attendees at the hearing may only include Committee Members, Complainant, witnesses, the alleged violator, and counsel.

The Hearing shall include the following (in this order):

1. The Compliance Committee shall review the Community Association Manager Violation Report and any written correspondence from the Resident/Member(s).

2. The Resident/Member(s) shall have an opportunity to present reasons why the Monetary Fine and/or Suspension of Facility Use Privileges proposed by the Board of Directors should not be imposed.

18.5 Step 5 – Committee Deliberation

A. The Compliance Committee may deliberate in closed session.

B. If a Monetary Fine and/or Suspension of Facility Use Privileges is approved by majority vote of the Compliance Committee, then the Monetary Fine and/or Suspension of Facility Use Privileges proposed by the Board of Directors will be imposed. The effective date of the imposed penalties shall be the date of the **Fine Letter**.

C. If a Monetary Fine and/or Suspension of Facility Use Privileges is not approved by majority vote of the Compliance Committee, then the Monetary Fine and/or Suspension of Facility Use Privileges proposed by the Board of Directors will not be imposed.

18.6 Communication with the Resident/Member (Committee Decision)

The Community Association Manager will send the Compliance Committee's decision in writing **(Fine Letter** or **(Thank You Letter)** to the Resident/Member(s) within three (3) business days after the date of the hearing to the address of record via Certified, Return Receipt U.S. Mail.

All written communication from or to the Association and/or Resident/Member will be retained in the Association files.

18.7 Penalties

A. 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.

B. 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 is 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.

Association's Adopted Fine Policy

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.

1. First non-compliance or violation: a fine not in excess of One Hundred Dollars ($100.00)

2. Second non-compliance or violation: a fine not in excess of Five Hundred Dollars ($500.00)

3. Third and subsequent non-compliance, or a violation or violations which are of a continuing nature after notice thereof: a fine not in excess of One Thousand Dollars ($1,000.00

Association's Adopted Suspension of the Rights to use the Common Areas and Facilities

4. No access to the Anastasia Club and surrounding amenities; cards will be deactivated.

5. Automatic access through Entry Gate will be deactivated; Residents will need to enter community via the Visitor Lane.

Fines shall be paid not later than thirty (30) day after notice of the imposition or Assessment of the penalties. Fines shall be treated as an 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 Community Association may otherwise be entitled, including without limitation the right to impose a Special Assessment as a lien on the Lot; however, any fine paid by the Owner or Occupant shall be deducted from the offset against any damages which the Community Association may otherwise be entitled to recover by law from such Owner or Occupant. The limitation on fines in this paragraph does not apply to suspensions or fines arising from failure to pay Assessments.

References and Related Documents

- Florida Statute 720
    - Section 720.303 (2) (c) (2)
    - Section 720.305 (2)
    - Section 720.305 (2) (a)
- Riverwood by Del Webb Community Declaration
    - Article VI, Section 3

Del Webb®
PONTE VEDRA

BALD EAGLE PRESERVE
EAGLE PASS
Hammocks Landing
Briarberry
The Hollow
The Creek
River Run
The Trails
Wandering Woods
The Glades
INFORMATION CENTER
CENTRAL PARK
ORCHARD PASS
Cypress Bay
Fawn Gully
Windy Whisper
Hawks Harbor
NOCATEE PRESERVE
CROSSWATER PARKWAY
FUTURE ROAD EXTENSION
NOCATEE GREENWAY
Palm Island
FOXTAIL
EXPLORE DEL WEBB HOMES
Marsh Preserve
ANASTASIA CLUB
DESIGN STUDIO
10' MULTI-USE PATH
THE GROVE
MODEL HOMES
CANOPY OAKS
FUTURE ROAD EXTENSION
WILD BRANCH
FUTURE ROAD EXTENSION
FUTURE ROAD EXTENSION

KEY

- Closed Homes
- Model Homes
- Explore Del Webb Homes
- Estates
- Classics
- Gardens
- Future Neighborhoods
- Design Studio

N

200' 0' 400'
Scale in Feet

ETM
England-Thims & Miller, Inc.
VISION • EXPERIENCE • RESULTS

Note: This land plan and/or rendering is conceptual and is subject to review, change and approval by several governmental agencies to meet environmental, technical and other standards. This plan was completed based on limited information, therefore all acreage figures are unofficial and are subject to change.