

Del Webb®

SUNBRIDGE

Rules and Regulations

Del Webb Sunbridge Homeowners Association, Inc.

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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.) “**Board**” shall mean the Board of Directors of the Association.
- b.) “**Board of Directors**” shall mean individuals who are appointed or elected to serve on the Board for the Association.
- c.) “**Developer**” shall mean and refer to Pulte Home Company, LLC, a Michigan limited liability company, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned.
- d.) “**Developer Guest**” shall mean customers of the Developer who are prospective Del Webb Sunbridge new home purchasers.
- e.) “**Developer Visitor**” shall mean company visitors of Developer employees.
- f.) “**Guest(s)**” shall mean individuals who reside overnight at a Home on a temporary, transient basis at the request of the Owner without payment of compensation to or by such individual. The term Guests shall not include Lessees or their Immediate family members, Occupants or Residents and shall not include invitees who do not reside at the Home on an overnight basis.
- g.) “**Lifestyle Director**” shall mean an individual employed by the Management Company to develop and implement social programs for Residents. h.) “**Management/Management Company**” shall mean a member of Management includes, but is not limited to, the Association manager, Lifestyle Director, and maintenance supervisor and all other employees of the Management Company.
- i.) “**Monitor**” shall mean an employee of the Management Company that assists in Management in the management, maintenance, and operation of Common Areas.
- j.) “**Non-Member Resident**” shall mean a Del Webb Sunbridge Resident who is not a record title owner of fee simple title to any Del Webb Sunbridge Lot.
- k.) “**Owner or Member (Member Resident)**” shall mean the record title owner (whether one or more persons or entities) of fee simple title to any Lot. The term "Owner" or "Member" shall not include Declarant, even after the Turnover Date.
- l.) “**Resident**” shall mean a qualified occupant who stays overnight in a Lot for at least ninety (90) days in a consecutive twelve (12) month period. The term Resident includes both Members and Non-Member Residents.
- m.) “**Event**” shall mean a gathering that appears on a calendar published on the lifestyle website or in the newsletter.
- n.) “**Community ID Badge**” shall refer to the previously term used stating “Proxy Cards.” This item will grant you access to the amenities and identify you to personnel as a resident/member.

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

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

4. STRUCTURE AND MEMBERSHIP.

a.) Age-Restricted Community. Del Webb Sunbridge 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 as a 55+ community. The Developer has reserved the right to sell a limited number of homes for occupancy by those under fifty-five (55), but only to the extent consistent with HOPA, and all leases and re-sales must be for occupancy by at least one person fifty-five (55) or older to preserve the community’s status.

b.) In the event of any change in occupancy or ownership of a Lot within Del Webb Sunbridge, the Member shall immediately notify the Association in writing and provide to the Association the names and ages of all current Occupants of the Lot and such other information as the Board may reasonably require to verify the age of each occupant required to comply with HOPA.

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

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

7. COMMUNITY DOCUMENTS.

a.) The standard of conduct, maintenance, or other activity prevailing throughout the property is more specifically defined in the Governing Documents, Board policies, and the Design Guidelines. Collectively, the documents cited, these Rules and Regulations and their terms define Del Webb Sunbridge'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.

b.) The Declaration imposes mutually beneficial restrictions upon all common areas under a general plan of improvement and establishes a flexible and reasonable procedure for the overall development, administration, maintenance, and preservation of the common areas. The Articles form the legal basis for the Association by specifying its corporate purpose and delineating the corporate structure and function. The Bylaws more precisely define the Association's reasonable rules of governance, membership, management, and administration.

8. ASSOCIATION GOVERNANCE. Each party plays a role in the governance and successful Association operations.

A. Board of Directors.

- i. The Association is governed by a Board of Directors that is empowered to exercise all powers and duties necessary and appropriate for the administration of the Association's affairs, and for performing all responsibilities and exercising all rights of the Association as stipulated in the governing documents, and as provided by law.
- ii. The Association will be run by a Board of Directors. All Directors, other than Developer Directors, must be Members of the Association as per the current Governing Documents. All Directors shall be elected or appointed in accordance with the applicable provisions contained in the Articles and Bylaws.
- iii. Directors on the Board may not serve on Board appointed committees or as club officers.
- iv. The Board's roles include, but are not limited to, the following:

- a. Operate the Association as a Florida not-for-profit corporation and mandatory homeowner's association and acting in the capacity of a fiduciary to the membership in general
- b. Serve as the policy making body of the Association
- c. Establish rules and regulations
- d. Adopt annual budget and establish assessments, including regular, special and individual benefitting assessments
- e. Negotiate and award bids and contracts
- f. Establish committees and appoints/remove committee members
- g. Conduct Board meetings & Board business
- h. Select Association managers, Management firms and other vendors
- i. Select legal counsel

B. Board Committees.

- i. Resident committees may be appointed, at the Board's sole discretion, in advisory capacities to make recommendations to the Board regarding such things as policies, procedures and programs of the Association.
- ii. Committees cannot enter into contracts or agreements on behalf of the Association. Committees shall:
 - a. Work at the pleasure of the Board of Directors
 - b. Members are appointed by the Board of Directors
 - c. Organization and purpose are driven by the committee's charter
 - d. 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 is contracted by the Association to manage and maintain the Common Areas, and to assist the Association in carrying out its powers and duties. The Management Company works at the pleasure of the Board. Though not an all-inclusive list, the Management Company performs such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, and repair and replacement of the Common Areas. The Management Company is responsible for the maintenance and operation of the Association's common area property and improvements.

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

A. Membership.

- i. Every record Owner of a fee interest, life estate, or qualifying trustee or land trust beneficiary in any Lot ("Class A Member") and the Developer ("Class B Member") under the Declaration shall be a Member of the Association.

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

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 owned. The Class B Member shall have the sole right to vote in Association matters, as detailed in Section 6.3 (a) (ii) Classes of Members/Voting: Classes of Members: Class B Member of the Articles of Incorporation for Del Webb Sunbridge Homeowners Association, Inc.

C. Membership Meetings.

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

10. FINANCE.

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

B. HOA Assessments.

- i. Assessments levied by the Association may be used for the improvement, maintenance, repair and replacement and operation of the Common Areas, the HOA owned Buildings, Lots and the residences, including, without limitation, the maintenance, operation, repair and replacement of the stormwater management system (including, but not limited to, work within retention areas, drainage structures, and drainage easements), any rental or lease cost for street lighting, the management and administration of the Association, and the furnishing of services, maintenance, repair and replacements as set forth in this Declaration.

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

C. HOA Reserve Account.

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

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

E. Accounting Method. The Association utilizes the accrual accounting method.

F. Ticket Sales.

- i. In addition to the Assessments, which support the general management and administration of the Association, special use fees and charges will be charged to support the cost of lifestyle programs and services such as classes, events and trips.
- ii. The Developer reserves the right to purchase tickets for Developer Guests for Association, Club and Group events. While every effort will be made to accommodate the needs of the Residents, the Developer may purchase tickets within the Residents' exclusive, limited time ticket sales period. For more information, please reference the section titled "Developer Use of Common Areas" in these Rules and Regulations.
- iii. The Lifestyle Director may provide Residents an exclusive, limited time "Resident Only Ticket Sales" period so that Residents may purchase tickets prior to allowing Guest tickets to be purchased. The "Resident Only Ticket Sales" does not exclude a single occupancy Resident household from purchasing two tickets or the Developer from purchasing tickets for Developer Guests.
- iv. Each home will be required to put a Credit Card on file with the Association. Credit Cards will be used to purchase events tickets when offered online via the Associations online portal or community app ticketing service. Tickets can be purchased through the Lifestyle Director. Club and Groups must sell their own tickets.
- v. The Association adheres to a strict "no refund" policy for activity programs except in instances where the Association cancels a program or extenuating circumstances exist. Determination of extenuating circumstances is at Management's sole discretion.

G. Donations.

[Section Intentionally Omitted]

H. Resales.

- i. **Resale Contributions.** The Resale Contribution Assessment is due and payable to the Association upon each transfer or resale of a Lot within Del Webb Sunbridge and will be utilized by the Developer to fund the Association's operating deficit. This obligation shall not be avoided by brevity of ownership or non-use of amenities and is due and payable in the same manner as an Assessment. The Resale Contribution Assessment shall not apply to transaction that do not constitute a transfer of legal interest as determined by the Florida Department of Revenue, for example, adding a spouse from deed, transferring full ownership interest into a land trust in which the Grantor is the sole beneficiary, creation of a life estate in which the Grantor is the life estate holder or adding a joint tenant with right of survivorship.
- ii. **Marketing and Showing of Property.**
 - a. In accordance with the Declaration, directional, "For Sale", "For Lease", "For Rent", "Open House" or any other marketing or directional signage is not permitted on any part of the Del Webb Sunbridge property. This marketing signage restriction does not apply to the Developer.

- vi. **Open House.** All open house attendees must be authorized by the Owner or Resident to enter the community. The Owner or Resident may provide a list of pre-approved names attending the open house via the gate access system or provide verbal authorization for each attendee via phone upon being called by the virtual gate attendant. If an attendee arrives at the gate whose name is not on the pre-approved list, the gate attendant will call the Owner and/or Resident for authorization. Unauthorized attendees will be denied access into the community. Del Webb Sunbridge does not allow “open access to the community” for Estate Sales or Open Houses.
- vii. **Listing Agent Acting on Behalf of Owner.**
- a. Owners may empower their listing agent to authorize prospective purchasers and/or Realtors access into the community to visit the Owner’s Lot by first registering the listing agent with the community manager via either the phone or online methods. Only one licensed realtor may have this authorization at any one time. Authorized realtors, in addition to Owners, Residents and Guests, shall follow the guidelines set forth in these rules and regulations.
 - b. For the agent to be registered as the listing agent in gate access, the owner must log into the gate software and input the agents name and identify them as the realtor. To register the listing agent via phone, the owner must clearly state the agent’s relationship as being that of the “Listing Agent” at the time that the voice-recorded authorization is provided.
 - c. To allow the listing agent the ability to “call” in other real estate agents in order to show an owner’s home, the listing agent must be provided with the owner’s gate access PIN# (which can be updated upon request to Management). To allow the listing agent to authorize a buyer or a buyer’s agent via the online gate access platform, the Owner would have to provide their login credentials to their listing agent. Once provided, the listing agent will be able to authorize prospective buyers and the buyer’s agent access to the community for that specific visit or day ONLY. The listing agent is not required to accompany the prospective buyer or buyer’s agent.
 - d. The listing agent would be responsible for notifying the owner when their home is scheduled to be shown by either themselves or another real estate agent they called in or registered online.
 - e. The listing agent will be afforded the same access capabilities as a Resident for the term of their listing agreement or unless otherwise terminated by the owner, the Manager, or the Board in their sole and absolute discretion.
 - f. Once in the community, realtors entering the Del Webb Sunbridge amenity center and the surrounding amenities must register with Management by signing the Developer Guest/Realtor Log and providing a company business card.
 - g. Any and all realtors are required to contact the Manager or Lifestyle Director prior to taking any photos/videos. Realtors wishing to photograph amenities for publication will not be allowed to film residents in any photo/video.
 - h. It is the responsibility of the Owner to understand, educate their realtor, and abide by adopted Del Webb Sunbridge Rules & Regulations.
- viii. **Resale Disclosure Package.** A Resale Disclosure Package, used in the transfer or conveyance of real property prior to the closing of the transaction, discloses monies associated with the property due to the Association and provides the buyer with the Association’s Governing Documents. The

Resale Disclosure Package, available for a fee, is not provided automatically and must be requested from Management. The Resale Disclosure Package includes the following:

- a. Welcome Letter
- b. Estoppel letter
 - i. Ledger balance (including any Assessment, fines, other monetary obligations due to the Association, late fee, interest, attorney's fees and costs, estoppel fees as authorized which do not exceed Florida law)
 - ii. Disclosure statement (appendix)
 - iii. Maintenance assessment schedule
 - iv. Capital Contribution
 - v. Club Fees
 - vi. Notation of open covenant violations
 - vii. Other items deemed appropriate by Management or the Attorney
- c. Association Documents
 - i. Declaration
 - ii. Articles of Incorporation
 - iii. Amendments
 - iv. By-Laws
 - v. Rules & Regulations
 - vi. Design Guidelines
 - vii. Chartered Club Operating Manual (COMING SOON)

11. IDENTIFICATION, CONDUCT, AND GUESTS.

A. Identification

- i. Only persons possessing Community ID Badges 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.
- ii. Chartered Clubs ("Clubs") and Interest Groups ("Groups") are responsible for validating the Community ID Badge at all Club or Group meetings and events.
- iii. Unauthorized use of the Community ID Badges or use of false information in obtaining these Community ID Badges may result in suspension of membership privileges or other appropriate sanctions.
- iv. Random Community ID Badge 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 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

- i. One (1) Community ID Badge will be issued to each Resident in the household for a maximum of two (2) Community ID badges per household.

- ii. Community ID Badges are only issued to a Del Webb Sunbridge Occupant (as defined in the Declaration). Proper identification and credentials (including proof of age) must be presented for all Del Webb Sunbridge Occupants prior to issuing the Community ID Badges.
- iii. If the desired Community ID Badge holder's name is not on the deed, a "Non- Owner Resident Statement of Residency" must be signed by a Member whose name is on the deed.
- iv. Supplemental Community ID Badge will be supplied at no charge for those who do reside in the community for three (3) consecutive months or more during a calendar year. An additional resident is defined as any individual nineteen (19) years of age or older.
- v. Owners may be required to certify that an additional resident requesting a supplemental resident activity card meets the qualifications for facility use as stated in the Governing Documents. The Association Management issues Community ID Badge upon request with reasonable notice and upon completion of the "Non-Owner Resident Statement of Residency". Guests must register at the Hammock Club Front Desk and must show their Guest Cards upon request. Please see referenced Guest policy later in the document.
- vi. Purchasers of a new Del Webb home that have not closed on the Property are entitled to use of Common Area Property with a Future Resident Community ID Badge. Future Residents will register at the Resident Services Desk and present a copy of the Purchase Agreement verifying they are under contract and have been granted privileges for a Future Resident Community ID badge. If upon written notification by the Developer that a Purchaser has failed to comply with the terms of the Purchase Agreement and/or the Purchase Agreement has been cancelled, the Association will deactivate the Future Resident Community ID Badge.

D. Guest Badges.

- i. Guests must obtain Guest Badges at the Resident Services Desk and must be accompanied by the sponsoring Resident. All guests will be required to sign a release of liability waiver. Waivers for individuals under the age of nineteen (19) must be signed by the sponsoring resident. This form will be kept on file for a period of one (1) year. Upon expiration a new form will be required.
- ii. Guests nineteen (19) years of age or older must provide a form of identification prior to obtaining a Guest Badge. Guests under the age of nineteen (19) are not required to provide a form of identification.
- iii. A Guest Badge is intended for one day use. Subsequently, Guests must register each day to obtain a valid Guest Badge. Multi-day guest badges are available; however, each day Guest ID Badge is issued is considered a Guest ID Badge use. There is a total of 25 guest badges available per household per year.
- iv. Users of Guest Badges must have their Guest ID Badge with them at all times and be able to present Guest ID Badge upon request by HOA Management Personnel.

E. Residents' Code of Conduct and Discipline.

- i. The Association's facilities are only for Residents and their Guests, unless otherwise noted in the Governing Documents and these Rules and Regulations

- ii. All Residents and Guests are expected to abide by the Governing Documents and these Rules and Regulations, and to act in a courteous and respectful manner at all times. Actions that jeopardize or otherwise interfere with the rights and privileges of the Developer, Residents, Guests or any other persons by being abusive or otherwise disruptive will not be tolerated.
- iii. Residents and Guests will refrain from any loud, profane, indecent or abusive language.
- iv. 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.
- v. 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.
- vi. Residents or Guests shall not physically or verbally abuse, harass or accost any other Member, Resident, Guest, Association employee or representative, Developer employee, director, officer, committee member, Association Contractor or any other person.
- vii. Residents and Guests shall not reprimand or otherwise interfere with the Developer, Management, Monitors or the management of the Association. Any inattention to duty or discourtesy on the part of an Association employee or representative must be reported to the Association Manager in writing. However, under no circumstances will Residents or Guests interfere with, attempt to discipline, or otherwise direct employees in the course of Developer or Association business.
- viii. Comments and complaints are to be directed to the Association Manager in a civil manner. The Association Manager may require that the complaint be submitted in writing before taking action on the complaint.
- ix. Residents and their Guests shall obey all safety rules and shall cease and desist unsafe activities and shall not compromise the safety of others by their actions. Any Resident or Guest not adhering to verbal instruction, posted or otherwise obvious safety rules may be asked to leave. With respect to safety, proper decorum, and sanitation, the Monitor's judgment will prevail in all instances. Any complaint relating to a Monitor's decision may be later appealed to the Association Manager. However, until such appeal is heard, the Monitor's decision stands. Persons arguing, being abusive, or being otherwise challenging to a Monitor may be subject to disciplinary action.
- x. Residents and their Guests are prohibited from profiting financially from their access to Community Amenities and Common Areas, i.e., charging Guests for use of the facilities.
- xi. Residents and their Guests shall be held responsible for any damage to Common Areas from the Residents or Guests acts, omissions or negligence.
- xii. 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 is strictly prohibited. Determination of whether or not conduct is in violation of this rule is at the Board's sole discretion.

- xiii. Additional use rules may be posted in areas of the Del Webb Sunbridge amenity center. All users are expected to comply with posted rules and verbal instruction from Management and/or Monitors.
- xiv. Association Management will direct the attention of Residents or Guests to any violation of the Governing Documents and these Rules and Regulations and will pursue appropriate enforcement.

F. Guests. Del Webb Sunbridge amenities primarily exist for the use of Del Webb Sunbridge Residents; the rules and regulations surrounding Guests are designed to ensure that the Association and Del Webb Sunbridge 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 Sunbridge 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. Each household is allotted a total of 25 Complimentary Guest passes for the Year. Each pass allows up to six (6) Adult Guests per day. Children are not counted against guest usage.

- i. Each household may only use one (1) Guest Pass per day that allows up to six (6) Guests per day. Each guest will receive a Guest ID Badge. Residents may bring additional Guests, but only upon purchasing Guest ID Badges for each of the additional Guests. Each household may not purchase more than four (4) individual Guest ID Badges per day. (See Fee Schedule)
- ii. Guests may not bring other Guests.
- iii. The following will NOT be counted against your Guest Pass usage, but will still require a signed Liability Waiver before accessing the Hammock Club:
 - a. Touring your Guests around the Hammock Club
 - b. Ticketed Guests attending a Lifestyle Event after the resident only presale window to purchase ticket has closed
- iv. Guests may participate in Management approved events with Del Webb Sunbridge Residents, such as Club, Association sponsored events, and Group programs, but must remain in approved Common Areas for each specific event.
- v. Guests participating at the sports courts (This will be closely monitor by HOA Management Personnel)
- vi. Guests visiting the Sabal Tavern (This one will be closely monitored by HOA Management Personnel)
- vii. The following WILL be counted against your Guest Pass usage and will also require a signed Liability Waiver before accessing the Hammock Club:
 - a. Working out in the Fitness Center when a piece of equipment is being physically utilized.
 - b. Utilizing the Outdoor Pool Facilities when a piece of furniture is being physically utilized.
- viii. For rules relating to Guest ID Badges please reference Guest ID badges

- ix. All Guests, that do not hold a Guest ID Badge, must be registered at the Resident Services Desk each day they visit.
- x. Users of Guest ID Badge must have their Guest ID Badge with them at all times and be able to present Guest ID Badge upon request by HOA Management Personnel.
- xi. Users of Guest Badges 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 participant limitations.
- xii. All Guests must sign a Release of Liability form upon their initial visit. This form will be kept on file with the Association.

AS THE RESIDENT POPULATION EXPANDS AND THE DEMAND FOR FACILITIES AND PROGRAMS INCREASES, THE BOARD MAY SET ADDITIONAL LIMITS ON THE NUMBER OF GUESTS AND/OR VISITS THAT A RESIDENT MAY SPONSOR.

G. Leasing of Residences.

- i. General Leasing Restrictions. Only entire Lots or units may be rented. No rooms may be rented. The requirements of this section shall not apply to the Developer. For the context of this section, the term lease refers to both leases and subleases. A Member may not have more than two (2) leases during a consecutive twelve (12) month period.
- ii. Leasing Signage. In accordance with the Declaration, “For Lease” and “Open House” signs are not permitted on any part of the Del Webb Sunbridge property. This marketing signage restriction does not apply to the Developer.
- iii. Additional Restrictions. The restrictions stated in the “Resales” section of these Rules and Regulations regarding the “Marketing and Showing of Property” also apply to the leasing of residences.
- iv. Leases: All leases must be for a minimum of twelve (12) calendar months or more and shall include the following:
 - a. Requirement that at least one (1) occupant be fifty-five (55) years of age or older and that all other occupants’ age is nineteen (19) years of age or older unless express authorization is provided by the Declarant for so long as Declarant owns a Lot within the community.
 - b. Member(s) are responsible for providing the tenant(s) the Association Declaration, Association Rules and Regulations.
 - c. A material condition that the tenant(s) fully comply with the Association Declaration, Association Rules and Regulations.
 - d. A written acknowledgment by the tenant that the tenant has received a copy of the Governing Documents and Rules and Regulations for the Association. Said written acknowledgement must be provided to the Association.
 - e. A material condition that a violation of the Association Declaration and Rules and Regulations shall constitute a violation of the lease.

- f. A covenant shall exist designating the Association as the Member’s agent for the purpose of and with the authority to terminate the lease agreement in the event of violations by the tenant.
 - g. The name and contact information for the tenants and a current address of the Member.
 - h. A signed Non-Member Resident affidavit.
 - i. A copy of the lease, and all lease renewals, must be delivered to the Association at least ten (10) days prior to the commencement of the lease for purposes of verifying that the lease complies with the requirements of the Declaration and these Rules and Regulations.
 - j. The Association or Management may charge a lease processing fee in the future that would be paid by the Owner when submitting the lease to the Association. The lease processing fee would be payable to cover the Association’s time necessary to process the lease. However, the Association will charge a fee for the issuance of additional Community ID Badges for the Tenants.
- v. Additional Accountability
- a. Owners of a leased Lot shall not have Common Areas Use Rights, except as a Guest, unless the Tenant waives in writing their Common Areas Use Rights and said waiver is on file with the Association.
 - b. Owners and Tenants are jointly liable for to the Association for any amount required by the Association to repair any damage to the Common Areas resulting from the acts, omissions or negligence of the Tenants.
- vi. Community ID Badges and Tenant Privileges
- a. The 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. Each Tenant will receive a Community ID Badge issued in their name, with a limit of two (2) Community ID Badges per household.
 - b. If a Tenant waives their Common Areas 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 Key Fob” 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 non-statutory committees and participation in all aspects of the any chartered club operating structure, except the following:
 - i. Tenants may not vote in Association matters
 - ii. Tenants may not serve on the Association Board
 - iii. Tenants may not serve on Board appointed committees
 - g. Tenants may not purchase additional Community ID Badges.

12. COMMUNITY AND RESIDENTIAL PROPERTY USE.

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

- i. Del Webb Sunbridge is a Residential community; therefore, each Lot shall be occupied as a single family Residential private dwelling by no more than six (6) persons.
- ii. Home-based occupations may be operated out of the Lots/Units provided that:
 - a. No employees work within the Lots
 - b. There is no signage
 - c. Clients or customers do not visit the Lot
 - d. There are not excessive deliveries
 - e. It does not generate additional visitors, traffic or noise
 - f. It does not cause a nuisance to the other Lots or Residents
 - g. It meets municipal and zoning requirements

B. Parking and Vehicles.

- i. **Residents**
 - a. Are prohibited from parking in the street.
 - b. All such vehicles shall be parked parallel with the driveway so that the front or rear of the vehicle faces the garage. Vehicles shall not be parked on the portion of the driveway that is located between the sidewalk (or the location of the sidewalk if extended through the driveway) and the adjacent street. All parking spaces allocated to each Home shall be located on the Lot containing the Home. Such parking spaces shall be
 - with respect to Homes with a 2-car garage, two (2) parking spaces in the garage and two (2) parking spaces in the driveway
 - with respect to Homes with a 3-car garage, three (3) parking spaces in the garage and three (3) parking spaces in the driveway,
 - Owners, Lessees and Immediate Family Members may have golf carts and motorcycles, but such golf carts and motorcycles must be parked within a garage.
- ii. Residents' Daytime & Evening Guests must park their vehicle on the residents' driveway, with the option of also parking in the residents' garage when space is available.
- iii. Residents' Overnight Guests must park their vehicle on the residents' driveway, with the option of also parking in the residents' garage if space is available. Residents who have overnight Guests can speak with Management and allow overnight parking at the Clubhouse Parking Lot. If allowed, Guests will receive a parking permit to be placed on the dashboard of the vehicle. This parking permit will have an expiration date. If the vehicle is found to still be parking past the expiration date allowed, the vehicle will be towed at the owner's expense.

C. Authorized contractors, service providers, and/or vendors.

- i. Must park in the residents' driveway if performing more than a momentary delivery.
- ii. May park in the street on the side without a fire hydrant if they have an oversized vehicle or the residents' driveway parking capacity is reached.
- iii. Are prohibited from parking vehicles or trailers on the street overnight – i.e., 7 PM – 7 AM Monday – Saturday; 5 PM Saturday – 7 AM Monday.
- iv. Will be barred from accessing this Del Webb Community if they repeatedly violate these parking rules thereby creating a safety hazard for residents.
- v. Each Owner will be issued two vehicle gate access devices at closing. Single-family homeowners may purchase a third gate access device for a fee (see Fee Schedule) from the Association.
- vi. Only vehicles with displayed legal handicap parking identification shall park in designated handicap parking spaces.
- vii. Golf Carts and motorcycles are considered vehicles and subject to the vehicle limits. Golf carts and motorcycles must be parked in the garage.
- viii. Parking spaces designated for golf carts shall not be used by motor vehicles (except motor-driven cycles)
- ix. The amenity and clubhouse parking lots are intended for Members and Guests using the facilities, Association employees and vendors. Overnight parking will be allowed on a case-by-case basis and homeowners will need to register their vehicle with the Community Association Manager.
- x. Special Association events may require temporary parking rules. If temporary rules apply, then Management will post.
- xi. No commercial trucks, vans or other commercial vehicles shall be parked in any parking space, except as may be necessary to effectuate deliveries to Residents of the Association. No trailers, campers, motor home, or recreational vehicles, commercial vehicle, boat or utility trailers, boats, jet skis, personal watercraft, or any watercraft may be parked or stored anywhere on the Property except wholly within the confines of the garage with the garage doors closed.
- xii. Any vehicle or recreation equipment parked in violation may be towed by the Association at the sole expense of the owner of such vehicle or recreational equipment.
- xiii. Parking in or on the Common Areas or any Lot shall be restricted to the parking areas therein designated for such purpose.
- xiv. No person shall conduct any motor vehicle, boat, trailer or other vehicle maintenance or repair on or within the property, including without limitation the Common Areas and lots, except wholly within the confines of the garage.

D. Portable Moving Storage Containers and Dumpsters.

- i. Portable moving storage containers may be used by Residents moving into or out of their household; dumpsters may be used by Residents doing home improvement projects on their property.
- ii. Residents must submit for approval in writing from the Association prior to utilizing a personal moving storage container or dumpster. The following additional guidelines apply:

- a. Each Resident is limited to one personal moving storage container or dumpster at any given time
- b. Each Resident shall attach a copy of the written approval from the Association and/or Board to the outside of the personal moving storage container and dumpster.
- c. The Association Manager may approve personal moving storage containers and dumpsters that will be in the Del Webb Sunridge community for no longer than one week; if more than one week is needed by the Resident, and then the Resident must request an extension in writing to the Board for approval. Approval of said request to the Board is at the Board's sole discretion.
- d. All personal moving containers and dumpsters must be parked on the Resident's driveway.

E. Nuisances; Other Improper Use. Nothing shall be done or maintained on any Lot, Unit or Common Areas which may be or may become an annoyance, nuisance or be detrimental to the other Lots, Units, or Common Areas or its occupants. In the event of a dispute or question as to what may be or become a nuisance, such question or dispute shall be submitted to the Board of Directors which shall render a decision in writing.

F. Lawn Maintenance and Work Hours.

Lawn maintenance and other exterior, noise-producing work may be performed in Del Webb Sunridge 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

G. Fireworks. Fireworks are not permitted to be ignited or stored in Del Webb Sunridge.

H. Pets.

- i. Owners must register pets with the Association and are granted a license to maintain not more than three (3) pets per Lot. Pets must be contained or on a short leash [less than 15 feet] when they are outside of the dwelling unit. Pets must be contained or on a short leash no greater than six (6) feet on any portion of the Common Areas. Owners are responsible for the activities of its pet(s) and are required to pick up, remove and properly dispose of litter deposited by their pet(s) on the Common Areas throughout the community.
- ii. No pet or animal is allowed in amenity buildings or on property surrounding the amenity buildings unless the pet or animal is a service animal. No pet or animal shall be "tied out" or left unattended on any Common Areas, or in the Common Areas. Residents who do not follow pet rules will be subject to disciplinary action. Pets that would be considered dangerous by the Board of Directors will not be permitted.

I. Ponds. Swimming and fishing, which includes "Catch and Release" in the ponds 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.

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

K. Hurricane Shutters/High Impact Glass.

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

L. Developer Use of Common Areas.

- i. During the period of community development, prospective home buyers are considered Developer Guests; Guests of Developer Employees are considered Developer Visitors.
- ii. 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 Sunbridge. Del Webb reserves the right to purchase tickets for Association events to be used by Developer Guests.
- iii. 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.
- iv. 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.
- v. During the early period of community development, the Developer reserves the right to conduct Developer company meetings, marketing, special events and promotional events in the Del Webb Sunbridge amenities without charge. Every effort will be made to accommodate scheduled Association and Lifestyle events.

M. 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.

N. 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.

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

13. COMMUNITY RELATIONS AND DOCUMENT REVIEW.

A. Community Relations.

Lifestyle Website

The Community Association offers a Community Website 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 Sunbridge Residents in a positive, uplifting way. Resident articles submitted for publication are subject to review by and approval of Management.

The Association Website, www.delwebbsunbridgehoa.com, is accessible with any web browser. The following is some of the information available on the Association Website:

Visitor Management
Event Calendar

Lifestyle News
Resident Directory

Policies
Rules & Regulations

The Community website is a fully integrated information and data portal and APP customized around the specific needs of the Community Association and its residents.

Board members and Management can post reports and track work orders online. The following features are available to view:

Audits
Budgets
Financials
Newsletter

Governing Documents
Management Reports
Meeting Minutes

Policies
Rules & Regulations
Design Guidelines

The Community Association publishes a periodical newsletter titled: The Hammock Happenings. This newsletter is intended to be a supplement of the community website and is not intended to offer all information contained on the website. When published (on the Association Website), The Hammock Happenings will contain a schedule of regular club meetings and activities/events.

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 Ads at a reduced fee in The Hammock Happenings that may include the following: any Home Services, Professional Services, Crafts, Hobbies or anything that is sold for profit that resembles a business owned or operated by the Resident. Please see Advertising Document for more information.

Advertisements are subject to approval 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.

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

B. Board Meeting Notices. Board Meeting notices will be distributed in compliance with Florida Statute 720. They will be posted in the amenity and on the community website.

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

14. GENERAL USE OF ASSOCIATION COMMON AREAS.

A. Use of Facilities and Assumption of Risk.

- i. All use of Association facilities and all participation in Association programs are purely voluntary. Consult your physician before participating in any physical program or activity. Correspondingly, the recreational nature of all Association activities and programs potentially involves some personal or physical risk on the part of the participant. Program participation by a Resident or Guest is, therefore, interpreted as implicit acknowledgement and acceptance of the inherent risks.
- ii. The Association strives to consistently maintain its facilities in the highest quality condition.

Maintenance of the common area property may require closing the area. Periodic wear and tear, as well as seasonal or climatic factors, may temporarily render an area in less than optimum condition. If such a condition occurs, Residents and Guests should immediately contact the appropriate facility supervisor or the Association's Lifestyle Director/Association Manager for assistance. If a Resident or Guest accepts facility conditions, the Association will assume that the facility is free of obstruction or hindrance.

- iii. Unless gross negligence on the part of the Association is confirmed, the Association is not liable for personal injury or inconvenience sustained during the use of its facilities and programs. In ensuring that Residents and Guests are provided with a safe and enjoyable experience while using Association facilities, reasonably comprehensive policies, rules and signage have been developed. Prior to participating in any Association activity or program, Residents and Guests are encouraged to familiarize themselves with facility layout and operating policies and rules.

B. Amenity Use.

- i. Operational and maintenance responsibility for the Multi-purpose Rooms and Ballrooms rests with Association Management. Operating hours for all activities coincide with those of the Hammock Club. All set-ups, takedown and moving of tables and chairs will generally be accomplished by the Maintenance Department or volunteers of the club committees.
- ii. 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.
- iii. Common Areas that may be reserved by Clubs, Groups, the Community Association and the Developer include:
 - a. Ballrooms
 - b. Pools & Spa
 - c. Arts and Crafts Room
 - d. Catering Kitchen
 - e. Sport Courts
 - f. Grille Pavilion
- iv. Activity meeting rooms and Ballroom facilities may be reserved through the Lifestyle Director. Rooms will generally be provided at no fee to Association Chartered Clubs, for Neighborhood meetings and for resident activities sponsored through the 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 are charged for all reservations made for non-Association events, non-chartered clubs, or special events not under the sponsorship of the Association. The Board establishes fees for reserved use of facilities.
- v. Operable walls provide added flexibility to configure rooms for small and large functions. Room capacities and various set-up arrangements can be obtained from management. Audio-visual equipment and individual room sound controls are also available.

- vi. Rooms may be decorated in good taste, but only with the advance approval of the Lifestyle Director/Community Manager. Under no circumstances will decorations be allowed that mar or otherwise alter the interior decor of the facility. A security deposit will be charged for events and will be returned in full after inspection of the space after the event.
- vii. Catering services require advance approval from the Lifestyle Director/Community Manager. A copy of caterer's license, insurance, and workers compensation is required prior to event date.
- viii. Entertainment groups may be contracted by the Association, or by a sponsoring group. Due to sound system and electrical requirements, close coordination is required with the Maintenance Director. If professional film, script, production, or sound-type entertainment is provided, close coordination is required with Management and/or Board to ensure that proper licensing and/or royalty fees have been accommodated or waived.
- ix. Alcoholic beverages may not be brought into this facility without the advance approval of the Executive Director/Property Manager or Board. The sale of alcoholic beverages and intoxication is strictly prohibited. Members are responsible for the actions of their guests. Persons deemed to be intoxicated would be required to leave the facility. Alcohol may be served only to persons twenty-one (21) years of age or older. All food and beverages are required to be disposed of properly via trash receptacles. If food and beverages are not disposed of properly, members may be subject to disciplinary actions under the Alcohol Beverage Consumption and Distribution Policy.
- x. Pools will be heated during the period from October 1 through April 30. The temperature will be set to 85 degrees.
- xi. The spa will be heated to a temperature of 102 degrees.

C. Safety Equipment.

- i. First Aid supplies are located at the Resident Services Desk.
- ii. AED units are located at the Resident Services Desk, Fitness Room, and Grille Pavilion.

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

E. Hours.

- i. 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.
- ii. Operating hours for all activities shall coincide with those of the Common Areas unless Management has provided written approval for a scheduled special event.

F. Dress Code.

- i. **Community Areas.** Proper dress is required in all Association facilities at all times, and specific attire may be designated by the Board for specific facilities and locations. Unless otherwise specified, appropriate casual attire is required in all areas of the Association. Appropriate casual attire for men includes footwear, shirts (no sleeveless), pants or shorts. For women, footwear, blouses/shirts and pants/skirt/dress/shorts are appropriate. Athletic apparel examples that are inappropriate include, but are not limited to, biking shorts, running shorts, spandex or Lycra, swimwear and/or swimwear cover-ups, and sleeveless fitness tops. Shoes with cleats or spikes and bare feet are prohibited inside the Del Webb Sunbridge amenities at all times, except as appropriate for specific events or classes.
- ii. **Fitness Areas.** Upper body garments must be worn in all activities, except for men using aquatic facilities; women must wear tops over their sports bras. Appropriate athletic apparel is required in and limited to all indoor and outdoor sports areas, to include appropriate footwear. Shoes with cleats or spikes and bare feet are prohibited inside the Del Webb Sunbridge amenities, except as appropriate for specific events or classes.

G. No Smoking Policy.

The Association provides a smoke-free environment for its members and guests and all Association buildings are designated as non-smoking areas. The following areas are designated smoking areas:

- Eastside of the Hammock Club next to event lawn
- Immediately outside Multi-Purpose Room

Pool Area: A couple of tables will be designated on the pool deck as SMOKING AREA.

The fire-pit areas are NOT designated as a smoking area and no smoking materials are to be extinguished in, on or around the firepit as this is both unsightly and potentially hazardous.

H. Thermostats.

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

I. Business Services.

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

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

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

15. CHARTERED CLUB AND GENERAL FACILITY OPERATING RULES.

A. Chartered Clubs.

Chartered Clubs are organizations that are sponsored by the Association to foster and promote opportunities to pursue a hobby, a recreational or cultural interest. Any group of Members who are interested in pursuing a particular hobby, vocation, or special field of interest may join together as a club and subsequently petition for an Association charter. Recommendations for approval of Club Charters will be submitted to the Lifestyle Director/Community Manager. Approval of Association charters rests with the Lifestyle Director/Community Manager and at all times, may require review by the Board. Charters are granted based on membership need for a specific program, membership interest, and the availability of Association facilities and equipment. Chartered clubs are the operational nucleus for the Association's recreation program and provide both structure and vitality to its mission.

- i. Priority For Group Use of Facility - Chartered club status denotes priority for facility use, waiver of all facility fees, reserved facility space, administrative support from management, technical support from maintenance, and extended liability and Director and Officer Liability insurance coverage through the Association's policies.
- ii. Sponsored By Association - Chartered clubs function as not-for-profit organizations within the organizational purview of the Association, and are often provided with either material support or financial support. It is expected, therefore, that clubs generating excess monies, over and above reasonable operating expenses and future needs, will return all or part of the excess to the Association.
- iii. Chartered Club Rules - Rules and Regulations for Chartered Clubs are more specifically detailed in a separate Association Chartered Club operating manual publication, and their more significant directions are summarized herein. Some of the more significant rules are as follows:
 - a. The use of Association facilities by individuals for the express purpose of generating personal monetary gain (through fee required instructional classes) is not permitted unless the activity is otherwise approved by the Association Board/ Lifestyle Director/ or Property Manager.
 - b. Clubs may sell program-related supplies to club members and may offer items made in club facilities to the general membership for sale. However, resale procedures will be clearly defined in club bylaws to ensure that proper documentation is maintained, and that fair and reasonable pricing is offered. While the Association supports club resale activities as a means of program preservation and an opportunity to showcase club talents, there is no intent to provide a forum where individuals might foster a business operation in Association facilities, or otherwise use the facilities for personal monetary gain.
 - c. Where clubs have been granted regular designated facility space, the Association has (essentially) delegated full-time operating responsibility to that club. In this manner, the Association is able to provide low-cost instructional programs in an environment that must be necessarily structured and safe for use. In these situations, residents who desire to use the facility and avail themselves of club programs and activities must join the chartered club to enjoy the benefits of the program. This rationale is solely based on the need to

protect both Association and club-purchased investments, the need for providing a safe and orderly working space, and the desire to establish a comprehensive leisure-time activity.

- d. Charters are not granted to clubs that require subsequent membership or affiliation in national, state, or regional organizations, or set a restrictive precondition for club membership. Also, charters are not issued to more than one club of similar design and purpose who would use the same dedicated facility.
- e. Initially before community reaches 50% build out non-craft clubs require a minimum of 10 interested members, and craft clubs require a minimum of 15 interested members to gain charter consideration.
- f. Membership is open to residents only, and non-resident memberships are not permitted. Guest privileges, however, may be extended in the same manner as they are for other Association facilities except as follows: (i) After enjoying a club's hospitality for a reasonable period of time, resident guests may be asked to join for continued participation; and (ii) guests may be denied equipment use if they were unable, or unwilling to complete equipment training and safety courses prescribed for the regular club membership.
- g. Operating hours/dates are posted at the club location. Clubs not requiring specialized equipment/dedicated space will be offered shared multi-purpose space with other non-specialized clubs. Clubs must provide their own program or facility monitor while club activities are active, or temporarily suspend their operation.
- h. All craft-related Chartered clubs will provide a minimum 25% of their operating time as open work time for their members and guests. During these times, meetings, instructional classes or other planned activities will not be scheduled.
- i. All clubs using power equipment or other equipment of a specialized nature must establish written safety rules and appoint a safety committee to oversee the program. If an individual cannot, or will not comply with stated operating and safety procedures, or, in the judgment of the club's executive board, cannot safely operate power, or other specialized equipment, the Board may suspend (only) those privileges related to the equipment in question. This type of action is not disciplinary and is implemented only to protect the best interests of the Association, the club membership, and the individual. Any suspension of privileges may be appealed to the Community Manager/Board of Directors.

Scheduling Club Space- Responsibility for scheduling facility space, and otherwise assisting club activities rests with the Lifestyle Director and space will be scheduled on a best-endeavors basis. There is no guarantee that the same specific room or space will be available for all club activities. Bylaws are required for every Chartered Club and once chartered, additional club rules and regulations are generally formulated to define club activities and programs more precisely.

As previously stated, 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. Community Association Events and Activities
- 3rd. Club Events and Activities (highest priority is given to the Club with the largest average event attendance as calculated by the Lifestyle Director)
- 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.

B. 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 Hammock 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

16. HAMMOCK CLUB- GENERAL FACILITY RULES.

The following is addresses rules and regulations for the Hammock Club and surrounding amenities.

A. Swimming Pools/General.

- i. Pool and spa hours vary based on seasonal demands, with specific times posted and publicized at the Hammock Club, on the Association Website and in the monthly newsletter.
- ii. No tables or chairs are permitted in any pool or on the surrounding deck apron (within 4' of the pool edge).
- iii. 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.

- i. 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. Notice will be provided as applicable on the association website and via e-blasts as a courtesy.
- ii. 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.

C. Swimsuits. Swimsuits 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.

- i. 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.
- ii. All "bathroom accidents" in the pool or on the pool deck apron must be immediately reported to HOA management personnel to minimize possible exposure to residents.
- iii. Swimmers 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.
- iv. 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.

D. Safety.

- i. Lifeguards are not provided, and facilities are designated as "Swim at Your Own Risk". Life buoys and "shepherd's hooks" are available at poolside for emergency use only.
- ii. Users are not to drink pool or spa water.
- iii. A swimmer may utilize one (1) water noodle during use of the Resort 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.
- iv. 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 aerobics 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.
- v. Swimmers may wear inflatable arm devices, National Life Guard approved life vests, or other approved safety devices as a precautionary safety measure.
 - vi. 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.
 - vii. Diving is not permitted.
 - viii. Running, pushing, jumping from the pool side, excessive splashing, or other rowdy or boisterous behavior is not permitted.
 - ix. As a reminder, Fishing is not allowed from any of the clubhouse pool deck area, walled area or common areas surrounding the amenity pond.

E. Special Events and Activities.

- i. The Lifestyle Director/Community Association Manager may authorize special group times for individuals requiring special accommodations or those desiring group instructed aquatic exercise. In all cases, these times will be posted in advance.
- ii. Special devices 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. These devices are intended for use by those requiring special accommodations only.

F. Children's Swim Hours. As previously stated, Del Webb Sunbridge seeks to be child-friendly while also respecting the rights and needs of its Residents.

- i. Designated hours for children's swim are determined by the Board and will be posted at the Hammock Club, posted on the Association Website and publicized in the monthly newsletter. Children may only swim during designated children's swim hours in the main pool.
- ii. 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.
- iii. 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.
- iv. 2-6 every day posted, locations, evaluated from time to time by the board.

G. Hammock Club Pool.

- i. Users must shower off before entering Pool.
- ii. Lane dividers are used in the Main 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.
- iii. Static exercises are to only be done in the indented area located by the pool steps.

- iv. Water walkers have first priority for the lane closest to the pool steps. Swimmers have first priority for the remaining lane.
- v. 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
- vi. Let others know you are entering the lane by respectfully getting a swimmer's attention. 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.
- vii. Time of use should be limited to 45 minutes when lap lanes are full and others are waiting to swim or walk.
- viii. For your safety and the safety of others, fully dry off before exiting the pool facility.
- ix. Disturbing the lane markers in any way is not permitted.
- x. The heating of the pool water temperature for the Hammock Club Pool Areas are preset to provide the best comfort and operating efficiency for the pool system. Adjustments to established pool temperature cannot be accommodated. Temperatures may fluctuate based upon environmental conditions and number of users.

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.

H. Resistance pool.

- i. Users must shower off before entering Pool.
- ii. Fitness class or club activity has priority use of the resistance pool.
- iii. Time of use should be limited to 45 minutes when resistance pool is full, and others are waiting to swim or walk.
- iv. For your safety and the safety of others, fully dry off before exiting the pool facility.
- v. Children under the age of nineteen (19) are not permitted in the resistance pool.
- vi. Floating devices are not permitted in the Resistance pool at any time
- vii. The heating of the pool water temperature for the Hammock Club Pool Areas are preset to provide the best comfort and operating efficiency for the pool system. Adjustments to established pool temperature cannot be accommodated. Temperatures may fluctuate based upon environmental conditions and number of users.

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.

I. Outdoor Spa.

- i. Users must shower off before entering the spa
- ii. Children under the age of nineteen (19) are not permitted in the spa.
- iii. The Maximum Bath Load for the Outdoor Spa is 8 ppl at a time.

- iv. Swimmers susceptible to unexpected bowel movements or “bathroom accidents” must have a “swimmer diaper” for entry into the outdoor pool and within four (4) feet of the pool edge.
- v. Maximum water temperature is 104F and is intended to relax muscles. Temperatures may fluctuate based upon environmental conditions and number of users.
- vi. 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.
- vii. 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.
- viii. 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.

J. Fitness Center/General.

- i. Operational and maintenance responsibility for all fitness center areas rests with Association Management. Facility monitors are tasked with overseeing related policies and rules. Resident use of facilities will be permitted during operational hours only. Community Association personnel are generally trained in basic CPR/AED, but are in no way represented as fitness specialists, lifeguards, or as providing a qualified level of fitness or aquatic program supervision.
- ii. Locker rooms and showers are provided for use and enjoyment of residents and guests. Lockers are available on a first-come, first-serve basis and Residents are required to provide their own locks if they desire to do so. Locks must be removed daily. Individual lockers are not allocated to individual residents and personal items will not be allowed to be kept inside lockers overnight. Lockers must be cleaned out every night and any items left behind may be disposed of.
- iii. 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.
- iv. In Fitness Center exercise rooms and locker/shower areas, food or beverages are not permitted with the exception of bottled water and fitness drinks in plastic containers.
- v. Towels are not provided and are the responsibility of the member/guest.
- vi. All users are expected to comply with posted rules and verbal instruction from the Association Staff.
- vii. For a variety of operational and insurance reasons, it is not intended that the Fitness Center be used when the building is not occupied by staff. Opening Hours of the Hammock Club may be adjusted to accommodate seasonal demands as determined by the Board of Directors for the Association.

K. Fitness Center/Exercise Equipment Room.

- i. This facility is intended to promote low to medium range strength, 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. Individualized programs may also be developed for personal fitness needs through a fitness regime that is developed by the Association’s approved fitness

- instructors. One-on-one instruction with fitness instructors can be coordinated at the reception desk for a fee. Please allow a 24-to-48-hour timeframe for instruction to be setup.
- ii. Prior to using this facility, members and guests must attend a basic fitness orientation and training program for the proper and safe use of exercise equipment. Training classes are scheduled on a quarterly basis for the convenience of members. 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. The Lifestyle Director, or Facility Monitor Staff, will not prescribe, or otherwise recommend any program intended to accommodate, or supplement a medical need or medically prescribed rehabilitation program.
 - iii. Residents are strictly prohibited from conducting or providing any fitness instruction to fellow residents.
 - iv. Prior to using this facility, or engaging in any form of fitness program, individuals should consult a physician.
 - v. The equipment in these areas is designed for strength and cardiovascular training. All users are expected to observe the posted rules concerning proper and safe use. Users are requested to be considerate of other users and limit their use of the machines to 30 minutes or less during busy periods.
 - vi. Children and guests under the age of 19 are restricted from use of this area.
 - vii. 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.
 - viii. Due to high resident 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. Staff reserves the right to impose a reservation system on equipment if additional control measures are required.
 - ix. Following use, equipment should be wiped down with a towel. All portable equipment (dumbbells, beauty bells, exercise mats) should be returned to their proper storage locations.
 - x. Food or beverages - with the exception of bottled water or fitness drinks in plastic containers – are not permitted in the fitness center.
 - xi. Background Audio and television systems may be provided for the convenience and enjoyment of members and guests. Programs will be tuned to satisfy the interests of the majority, but the final decision rests with the Lifestyle Director/Community Manager. Portable radios are permitted, but only with earphones.

J. Fitness Center/Exercise Studio.

- i. This facility is intended to promote a variety of safe exercise classes. 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.
- ii. Prior to using this facility, or engaging in any form of fitness program, individuals should consult a physician.
- iii. Residents are strictly prohibited from conducting or providing any fitness instruction to fellow residents.
- iv. Children and guests under the age of nineteen (19) are restricted from use of this facility.

- v. 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.
- vi. Towels are not provided and are the responsibility of the member/guest.
- vii. Food or beverages - with the exception of bottled water or fitness drinks in plastic containers are not permitted in the exercise studio.

K. Sabal Tavern- Onsite Food & Beverage Operation.

- i. Del Webb Sunbridge Homeowners Associations has a Consume on Premises Beer and Wine License (2 COP) for the Tavern. This is an asset of the Association and must not be jeopardized by non-compliance of these rules.
- ii. Alcoholic beverages and food will be sold and served and may be consumed inside the Tavern by members and member guests as permitted by the Florida law and local ordinances. The Tavern is not open to the public.
- iii. Prospective residents may be served at the tavern if they are accompanied by a sales associate, have a coupon/voucher or other document from the sales department indicating they are valid prospective residents, or have an Explore Del Webb Identification badge.
- iv. The Sabal Tavern strictly follows the Florida Statute 562.02: Possession of beverage not permitted to be sold under license. It is unlawful for a licensee under the Beverage Law or his or her agent to have in his or her possession, or permit anyone else to have in his or her possession, at or in the place of business of such licensee, alcoholic beverages not authorized by law to be sold by such licensee
- v. Outside food and beverage may not be consumed in the Tavern or under covered patio area when the Tavern is in operation.
- vi. To comply with license restrictions, members who bring their own alcoholic or other beverages to the clubhouse are not allowed per the Florida Statute 562.02 inside the Tavern or covered patio area when in operation.
- vii. After hours and other times when the Sabal Tavern is closed for operation, residents may use the Tavern space subject to normal rules and operating hours of the Hammock Club.
- viii. Only HOA Management Personnel are allowed within the bar and kitchen areas.
- ix. Alcoholic Beverages sold inside the Tavern may be removed from the Tavern and consumed throughout the club, although a copy of a receipt for the purchase of the alcoholic beverage must be available for viewing. All food and drink consumed outside of the tavern will be placed in a disposable cup and/or a takeout container or be in an original non-glass container supplied by the supplier or manufacturer. No Tavern Mugs, Wine Glasses, Baskets or Pizza plates may be removed from the Tavern.
- x. All Tavern purchases can be charged the following ways:
 - a. Residents can charge food and beverage purchases directly to their Credit Card on file with the Association or charge food via the Club APP.
 - b. Residents and guests can charge food and beverage purchases using their own personal Credit Card or Debit Card.
 - c. **Cash is not accepted for payment.**

- d. **There is a 18% Gratuity added on to every check. If residents wish to tip additional, it is not expected though the bartenders and servers are always appreciative.**
- e. Coupons or gift cards may be issued by the Sales Department, Tavern Management or Lifestyle Director for certain Lifestyle events, Association rewards, or chartered club promotions. These will be redeemed according to any limits or restrictions. Patrons are responsible for any amounts exceeding the coupon or gift card.
- f. Patrons may run tabs for the purchase of food and drink. All tabs must be settled by proper payment method at the request of Tavern personnel and, in any case, prior to leaving the Tavern and / or the closing of the Tavern. A Community ID Badge or credit / debit card may be required prior to establishing a tab. The Tavern staff or management may limit or deny any or all persons from running a tab for any reason. A one (1) hour nonactivity on the open tab account, may cause the tab to be automatically closed.
- xi. If a patron inadvertently, or otherwise, leaves the Tavern without settling the tab, the Tavern may charge that patron via the POS system. The patron will be contacted and will have the right to examine any charges after the fact.
- xii. “Last call” for drinks will be announced 30 minutes prior to closing the Tavern. Patrons have a limited defined time for a final order of drink. No orders will be taken after that time.
- xiii. For proper cooling of the oven, the kitchen generally closes 15 minutes prior to the Tavern closing. “Last call” for food will be announced 15 minutes prior to closing the. No orders will be taken after that time.
- xiv. Patrons may remain in the Tavern past closing assuming the Hammock club closes after the Sabal Tavern. Patrons may take food and drink to go, however they must be placed in disposable cups and containers. Tavern glasses and dishes must be given to the Tavern Staff upon request in order to perform final cleaning and closing.
- xv. Proper dress is required. Casual attire is appropriate. Shirts, tops, bottoms and footwear must always be worn. Wet bathing attire is not allowed in the Tavern or Covered Patio Area.
- xvi. The bartender is required by law to refuse service to anyone who is intoxicated or who is under twenty-one (21) years of age. Individual members are responsible for assuring non-violation of this rule by oneself and one’s guests.
- xvii. The bartender will require proof of age of any person purchasing alcohol or having alcohol purchased for them. Persons without proper proof of age will be denied service.
- xviii. The bartender has sole discretion to refuse service anyone he or she feels is sufficiently under the influence to be dangerous to himself / herself or others with a motor vehicle or in other situations. Service may be restored if there is a non-drinking designated driver taking responsibility. This does not apply to intoxicated or underaged patrons.
- xix. All alcoholic beverages will be sold by the drink only. All wine will be sold by the glass only. Buckets of beer will be sold by the bucket and returned to the tavern once the customer has finished all drinks. If not returned, a fee will be applied to the resident’s accounts or charged to credit/debit card used for purchase.
- xx. Beer will be sold by the bottle/draft and must be consumed inside the tavern or covered patio area. If residents purchased a glass bottled beer and want to take their beer outside, they must

- pour their bottled beer into a plastic cup. Aluminum bottles may be removed from the tavern, individually or by the bucket.
- xxi. To comply with Health Department requirements, all alcoholic beverages must be poured into the Tavern provided drinkware, whether melamine or plastic, or served in the original bottle, either glass or aluminum. Residents cannot bring their own glassware and ask the bartender to use their glassware. This request will be denied.
 - xxii. The Tavern is for the convenience and pleasure of the members and for the benefit of the Association. Members must not allow themselves or any guests to become intoxicated or engage in conduct that might embarrass you, your guests, the Association, or that might jeopardize the Association's alcoholic beverage license.
 - xxiii. Individuals not complying with these rules, becoming a recurrent ill-behaved patron, or otherwise causing situations detrimental to or jeopardizing the safe, proper, and legal operation of the Tavern may be barred by the Association from further use of the tavern. Appeal may be taken to the Association Board of Directors.

J. Demonstration/Catering Kitchen.

- i. Operational responsibility for the Demonstration/Catering Kitchen rest with Community Association Manager. Maintenance of the Demonstration/Catering Kitchen rests with the Association Maintenance Supervisor. Operating hours for all activities coincide with those of the Hammock Club.
- ii. Any and all use of kitchen equipment must be first approved by the Lifestyle Director/Community Manager.
- iii. Any storage of food or beverage must be first approved by the Lifestyle Director/Community Manager. Any items left over at closing will be discarded.
- iv. Residents are prohibited from the operational use of butane burners. In some unique cases approval might be granted by the Lifestyle Director/Community Manager.
- v. Clubs or groups may utilize basic kitchen equipment for snack food and beverages during their meeting, however, are prohibited to store any food or beverages overnight.
- vi. No glass containers of any kind are permitted. Any and all alcoholic beverages are prohibited from being stored inside the catering kitchen.
- vii. During peak times, management may require reservations for table seating. Reservations shall be made using the community app. If a resident no shows for a reservation within 10 minutes of schedule time, they may be charged a fee as determined by the Board of Directors.
- viii. Take out may be suspended during peak operation times.
- ix. Residents and guests who have allergies and dietary restrictions are recommended to include this information in their resident account on the community website. While the association does not guarantee that accommodations can be implemented, efforts may be made to address feasible requests.
- x. Residents may transfer all or a portion of the balance of unused club fees to up to two other residents. The deadline to request this transfer is on or before October 31. Forms are available at the front desk and on the community website and require the signature of the resident.

L. Wet & Dry Crafts Room. General operational and maintenance responsibility for the Arts & Crafts Room rest with the Lifestyle Director/ Community Association Manager. Operating hours for all activities coincide with those of the Hammock Club.

All setup, break-down and moving of tables and chairs will generally be accomplished by the volunteers of the charter clubs/groups, though the HOA Management Personnel when available are more than welcome to assist in setup/breakdown.

Arts & Crafts Rooms:

- i. Arts & Crafts Rooms may be reserved through the Lifestyle Director. Rooms will generally be provided at no fee to Association Chartered Clubs and for resident activities sponsored through the Association. Fees are charged for all reservations made for non-Association affairs, non-chartered clubs, or special events not under the sponsorship of the Association. Fees for reserved use of facilities are established by the Board.
- ii. Any and all use of Arts & Crafts equipment must be first approved by the Lifestyle Director.
- iii. Residents will be required to sign-in at the reception desk to receive a key, which unlocks all cabinets and storage closet in the Arts & Crafts Room. The resident who signs out the key is responsible for any and all equipment that is being used. All equipment must be returned to its rightful place with cabinets and storage closet locked up. Other residents may not take ownership or responsibility of the key that handles all the equipment. When finished, the key needs to be returned to the reception desk.
- iv. No glass containers of any kind are permitted. All food and beverages are required to be disposed of properly via trash receptacles.
- v. Children under the age of 19 years of age must be accompanied by an adult.

M. Pickle Ball Courts.

- i. 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.
- ii. 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.
- iii. 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.
- iv. Lights are available for nighttime play and will be controlled by an automatic timer.
- v. When lessons are provided by the Community Association, they will be open to the entire community and a fee may be charged.
- vi. 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.

N. Tennis Courts.

- i. Tennis courts are available for recreational use.

- ii. When a court reservation system is not in use, use of the courts is on a first-come, first-served basis (“Open Play Time”). As participation levels increase within the Community, additional rules or restrictions on duration of play may be designated.
- iii. 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.
- iv. Lights are available for nighttime play and will be controlled by an automatic timer.
- v. 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.
- vi. When lessons are provided by the Community Association, they will be open to the entire community and a fee may be charged.
- vii. 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.

O. Corn Hole Courts.

- i. Guests under the age of 19 must be accompanied by an adult 19 years or older.
- ii. Residents and guests should understand that operations and programs are generally unsupervised and that responsibility for participation in related activities are assumed at their own risk.
- iii. The Corn Hole Boards/Bags are for use by residents and guests on a first come basis except when otherwise scheduled for Club play or competition.
- iv. Players shall limit time to 1 hour whenever other players are waiting.
- v. All players must wear proper shoes and attire. Shorts and shirts must be worn at all times.
- vi. Glass containers, chewing gum, and tobacco products are not allowed on the artificial turf.
- vii. Use of abusive or foul language is prohibited.
- viii. No glass containers of any kind are permitted. Food or beverages are prohibited on the sports courts. Food and beverages in non-glass containers, and small over the shoulder cooler bag may be used. Rolling coolers of any kind are prohibited at the sports courts. All food and beverages are required to be disposed of properly via trash receptacles.

P. Dog Park. Del Webb Sunbridge Homeowners Association has developed additional rules that pertain to the use of the Dog Park. These rules are available at the front desk at the Hammock Club. Residents wishing to use the dog park are required to register their pet with the Association and separately agree to the dog park rules. Additionally, all residents should note:

- i. No glass containers of any kind are permitted. Food, beverages in non-glass containers, and small over the shoulder cooler bag may be used. Rolling coolers of any kind are prohibited at the dog park. All food and beverages are required to be disposed of properly via trash receptacles.
- ii. Pet Waste – Any Member/ Guest that does not pick up after their pets will be subject to disciplinary action up to, and including, suspension of privileges, fines, or privileges revoked. This rule will be strictly enforced.

Q. Fire Pits. The fire pit is reserved for Association events. Individual use is not permitted without specific authorization from the Lifestyle Director/Community Manager. Please see management.....

R. Grille Pavilion. The Grille 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 or use of the Grille Station. Community Association activities will also be scheduled at the Grille Pavilion on a periodic basis and will take priority over reserved or drop-in use by Residents or Guests. The association does not supply grilling utensils and residents must clean up after themselves when using the Grill.

S. Outdoor Billiards Table.

- i. Children under the age of nineteen (19) not permitted to use billiards tables.
- ii. An adult must accompany children at all times.
- iii. The Billiard Table is available for open play during clubhouse opening hours. Residents are requested to be considerate of other residents and to limit their time on the tables to one (1) hour during busy periods. In the event that a Billiards Chartered Club is formed, the club will be given priority access to the tables at certain times.
- iv. No glass containers of any kind are permitted. Food or beverages are prohibited on billiards tables. All food and beverages are required to be disposed of properly via trash receptacles.

T. Screened-in Lanai Porch. Outside of Tavern operating house, this area is available for the drop-in use and enjoyment of Residents and their guests on a first-come, first-served basis. Outside of Tavern operating hours, management may authorize special events to take place in this area which will take priority over drop-in use.

U. Multi-Purpose Path Use.

- i. Golf carts are not to be used on Multi-Purpose Path at any time
- ii. Golf carts must yield to all pedestrians and bicyclists when traveling on roads within neighborhoods where the Multi-Purpose Paths do not exist.
- iii. Multi-purpose paths are at least 10' wide and intended for use by bicyclists and pedestrians.
- iv. Pedestrians should be given right of way by all other multi-purpose path users.
- v. .
- vi. 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).
- vii. An audible warning is required from operation of a golf cart, bicycle, and skates when approaching pedestrians from behind.
- viii. All laws and ordinances related to alcohol, including open containers, apply.
- ix. All laws and ordinances related to littering apply.
- x. Speed limit on multi-purpose path is 10 mph.
- xi. Pets must be on a leash no greater than SIX (6) feet and owners are required to pick up and properly dispose of their pet(s) waste on the Common Areas throughout the community.
- xii. Do not block the Multi-Purpose Path or hinder another user's access.
- xiii. Obey posted and published rules and regulations.

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

17. USE OF GOLF CARTS AND BICYCLES.

A. Use of Golf Carts on Private Thoroughfares.

- i. All golf carts will be required to meet minimum safety and operational standards as set by these guidelines and Florida law.
- ii. Golf Carts are permitted only to use the Community Roadways, if such carts can be operated safely and are insured vehicles.
- iii. Golf carts shall not be operated on pedestrian trails, Community sidewalks, or on grassed or landscaped common areas at any time.
- iv. No golf carts are permitted on any bridges at any time.
- v. No golf carts are permitted to travel or park on common area grass. Golf carts must be parked in a designated parking space
- vi. No golf carts are permitted on pathways that are less than TEN (10) feet in width.
- vii. Golf cart operators must be licensed and insured and good physical condition which allows safe operation of the vehicle.

B. Registration/Operation.

- i. Residents are responsible for complying with the Florida Department of Motor Vehicles and Osceola County Ordinances governing Golf Cart insurance, registration, and equipment at all times.
- ii. Golf carts will be required to register with the Association prior to use upon Community Roadways and count towards the unit vehicle parking limit.
- iii. All Resident carts operated in the community must be electric and not gasoline powered.
- iv. Golf carts must be in a sound and safe working condition when being operated upon streets.
- v. A person who drives or is in actual physical control of a golf cart on a roadway must have a valid driver's license [learner's permits are insufficient].
- vi. The sponsoring Resident will be held accountable for the actions of their Guests including any rule violations or costs associated with damages.
- vii. Storage of carts must be in compliance with the Declaration.

C. Street Rules.

- i. Golf carts must remain to the right side of the road, allowing regular vehicles to pass without obstruction and in accordance with all roadway signage, markings, and striping.
- ii. Pedestrians and bicycles shall be given due consideration and the right of way at all times possible.
- iii. Golf cart speed on roadway must be at least twenty (20) miles per hour.

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

E. Use of Bicycles.

- i. Sidewalk/Crosswalk Riding (see Section 316.2065, F.S.):
 - a. When riding on sidewalks or in crosswalks, a bicyclist has the same rights and duties as a pedestrian.
 - b. A bicyclist riding on sidewalks or in crosswalks must yield the right-of-way to pedestrians and must give an audible signal before passing.

18. OUTDOOR AND NATURAL AREAS.

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

B. Enjoyment and Protection of Wildlife.

- i. The lakes, ponds, and other bodies of water within the properties are primarily aesthetic and NOT intended for recreational use.
- ii. 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.
- iii. Feeding of wild animals is strictly prohibited excluding personal bird feeders as permitted in the Architectural Criteria.
- iv. Releasing wildlife of any kind including but not limited to fish and turtles, placing any kind of plant life (living or dead), yard debris, or trash of any kind in any body of water is strictly prohibited.

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

D. Drones. Drones that are equipped with cameras cannot film people, their property, or their visitors without consent. Everyone has a reasonable expectation of privacy. Note that these regulations pertain to private, recreational drone usage. Some of the companies that operate in the community may use drones to conduct their business. Drone usage must comply with FAA Regulations and operate during daylight hours only. Any damage caused by a drone will be the responsibility of the owner of the drone.

19. ENFORCEMENT.

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

A. First Notice of Violation.

When a violation is reported to or identified by the Community Association Manager, an initial investigation will occur to determine if said violation exists. Anonymous complaints will not be considered as a valid report of a violation. If the violation is identified, then the Community Association Manager will send a First Notice of Violation to the address of record via the U.S. Mail; the First Notice of Violation shall include the following:

- i. Nature of the Violation
- ii. Inspection Date
- iii. Curative Action Required & Deadline to Cure
- iv. 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 may be 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 explanation as to why the matter cannot be cured within the allotted time, as well as an action plan to correct the violation (including a timeline). If the Community Association Manager determines allowing additional time is appropriate, then the Community Association Manager will send an Extension Letter to the address of record via First-Class U.S. Mail. If the Community Association Manager determines that additional time is not appropriate, then the Resident/Member(s) will continue through the violation process.

B. Second Notice of Violation.

Should the violation continue or repeat, a Second Notice of Violation will be issued and sent to the address of record via U.S. Mail; the Second Notice of Violation normally includes the following:

- i. Nature of the Violation
- ii. Inspection Date
- iii. Re-Inspection Date
- iv. Correction Date Deadline
- v. Action Required
- vi. 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 may be 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 or respond by email. If the Community Association Manager determines that additional time is not appropriate, then the Resident/Member(s) will continue through the violation process.

C. Notice of Violation with Hearing Notice.

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

- i. Nature of the Violation
- ii. Date, Time & Location of the Committee Hearing
- iii. Board's recommendation to levy a fine would the hearing committee find the violation occurred

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

D. Fining & Suspension Committee Operating Procedure.

The Fining & Suspension Committee Hearing shall operate as set forth in Section 720.305, F.S., as amended or renumbered from time to time.

E. Manner of Operation.

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

F. Committee Hearing.

- i. The Fining & Suspension Hearing Committee will meet as often as necessary. This is a statutory committee, meaning that all meetings will be noticed in the same manner as a Board of Directors meeting, and written notice of at least 14 days' notice by U.S. Mail shall be sent to the Owner or Resident subject to the potential fine or suspension. As such, the committee is a standing committee and would only meet at such times as the Board of Directors refers an alleged violation for hearing.
- ii. All Fining & Suspension Hearing Committee Meetings shall be open to all Members of the Association.
- iii. The agenda for any Fining & Suspension Committee Hearing shall be the issue of the alleged violation. At the meeting the Managing Agent will provide copies to the Committee any supporting material or evidence as part of the Association's presentation in support of its claim of an Owner's violation. The accused Owner or Resident shall be entitled to review any material or evidence submitted by the Association at the hearing.
- iv. The affairs of the Association are private and thus, no member of the general public has a right to attend meetings or hearings of the Fining & Suspension Hearing Committee, except that an Owner has the right to be represented by an attorney.
- v. Alleged violators, witnesses called during the hearing, the Managing Agent, counsel for the alleged violator, and members of the Fining & Suspension Hearing Committee shall have a right to be heard when recognized by the Chairperson or presiding officer of the meeting. The procedure for

- the Fining & Suspension Hearing shall be 1. Presentation of allegations, witnesses and evidence by the Association, 2. Defense of the allegations by the Owner. Strict rules of evidence and civil procedure shall not apply, but the Hearing will attempt to proceed with appropriate order and formality. In all cases, the Owner shall have the opportunity to question the testimony and evidence presented at the hearing and to raise factual or legal defenses. The Association shall have the burden of proving its case by at least a preponderance of the evidence. All other persons, including Association members in attendance during the hearing, shall have the right to be present, however, unlike with Board of Directors' meetings, there is no open forum and no opportunity to speak.
- vi. The Committee reserves the right, in its discretion, to sequester witnesses, the excluding of a witness from listening to the testimony of other witnesses, from the hearing until such time as they are called to present testimony. However, the Owner or Resident and the Association's Managing Agent shall be allowed to be present at all times during the hearing and are not subject to exclusion.

G. Reporting.

- i. The Fining & Suspension Hearing Committee's Chairperson shall, ensure that a written report and recommendation of its findings as to each and every individual case shall be submitted to the Board of Directors following the hearing. All decisions of the Fining & Suspension Committee must be announced at the conclusion of the Hearing and prior to the adjournment of the Hearing. The Board of Directors provides a Violation Form for the Fining & Suspension Committee's use so that the report will include at least the following:
- a. The date and time of the hearing with confirmation of advance notice.
 - b. List the alleged violation or violations.
 - c. A summary of the material facts presented at the hearing regarding the pending allegations of violation.
 - d. The vote indicating conclusion of the majority of the Committee members as to whether or not a violation did or did not occur, and if the violation was found to occur, the Committee should note the number of days that the violation existed as multi-day violations carry the possibility of a per day fine.
 - e. The signature of the Committee Members who participated in the Hearing.
- ii. The Violation Form used by the Committee shall constitute the minutes of the Fining & Suspension Committee Hearing. Copies of all meeting minutes and the report and recommendation regarding specific hearings shall be delivered to the Managing Agent and Board of Directors as soon as is practical. The Owner will be provided a copy of the meeting minutes or the report and recommendation upon written request by Management at no charge.

H. Hearings.

i. **Scope of Hearing Committee.**

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

have of the alleged violation, including any independent observation of the alleged violation as to do so would undermine the impartiality and the due process of the hearing process.

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

ii. **Source of Hearings.**

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

iii. **Findings by Hearing Committee.**

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

I. Appeals.

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

ii. **Form of Appeal.**

- a. The appeal must be made in writing to the Board of Directors.
- b. A decision of the Fining & Suspension Hearing Committee may only be appealed one time to the Board of Directors.
- c. Decisions made by the Board of Directors, relative to appeals, are final.
- d. Appeals must be submitted in writing to the Board of Directors within thirty (30) days from the date of the Fining & Suspension Committee hearing. For the purposes of this provision, the Owner shall be deemed to have received notice of the decision of the Fining & Suspension Hearing Committee five (5) business days after the written report and recommendation was mailed.

J. Other.

- i. The Board of Directors shall determine when and where it shall hear appeals from decisions of the Fining & Suspension Hearing Committee.
- ii. Any financial charge, or other remedy authorized by the Fining & Suspension Hearing Committee's

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

K. Penalties.

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

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

Association's Adopted Fine Policy.

- i. The Board of Directors may impose Special Assessments against the Lot or Unit owned by the Owner if the Compliance Committee's findings are made against the Owner.
- ii. Violations will be assessed of \$100.00 per fine, per daily occurrence.
- iii. Multiple day violations shall incur a \$100.00 per day fine, per violation, and per day.
- iv. The Association shall have the right to levy fines in the aggregate of \$1,000.00 per violation without further notice to the Owner's ledger, and such unpaid fine shall be collectible as the same as unpaid assessments, via lien rights.

- v. The Association may impose a reasonable Suspension of the Rights to use the Common Areas and Facilities for up to 90 days per violation. Suspensions related to multiple violations may result in consecutive rather than concurrent suspensions.
 - a. Suspension means no access to the Anastasia Club and surrounding amenities; access cards will be deactivated for the suspension period announced by the Board of Directors.
 - b. Automatic access through Entry Gate will be deactivated, however at all times access is possible via the manned gate; Owners or Residents will need to enter the Community via the Visitor/Guest Lane. At all times the Owner or Resident shall have 24 hour a day, 7 day a week access for ingress and egress from the Association Property to the home, however, will not have the convenience of a gate opener.

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

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