

Del Webb®

at **VIERA**

Rules and Regulations

Del Webb at Viera 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 at Viera 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 at Viera Resident who is not a record title owner of fee simple title to any Del Webb at Viera 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.

2. INTRODUCTION. The facilities and programs of the Del Webb at Viera 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 at Viera 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 at Viera (“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 at Viera Homeowners Association (“Articles”) and the By-Laws of the Del Webb at Viera Homeowners Association, Inc. (“Bylaws”).

4. STRUCTURE AND MEMBERSHIP.

a.) Age-Restricted Community. Del Webb at Viera 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 at Viera, 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 at Viera'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. 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 at Viera 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 at Viera 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.

In the early stages of the community's development, the Developer, through quarterly deficit funding of the association, covers the costs of Lifestyle Events that are part of the overall Lifestyle Program. Once the amenity is complete, the Lifestyle Director will begin establishing fees for various Lifestyle events and activities. Fee based programming will offset the current Developer deficit funding as the Lifestyle Program eventually transitions to a self-sustaining program.

- 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 at Viera 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 at Viera property. This marketing signage restriction does not apply to the Developer.
 - b. Realtors are not automatically provided access into the community. Like other Guests, the virtual gate attendant must receive authorization from the Owner and/or Resident before a realtor is permitted to enter the community.

- iii. **Occupied Lots.** Realtors who are visiting the community in order to see a specific residential property must provide their driver's license and the address of the property of interest to the virtual gate attendant. The virtual gate attendant will then confirm that the area realtor is an authorized guest of the property owner through routine methods (phone or online authorization). In the event that an area realtor arrives and has not been authorized by the Resident, the virtual gate attendant will call the Resident to verify access. If the virtual gate attendant has not received prior notice from the Owner or Resident, and the virtual gate attendant is not able to confirm timely with the Owner or Resident, then the visiting realtor will not be provided access to the community.
- iv. **Estate Sales.** All "Estate" sales must be pre-approved by Management and conform to the following:
- a. An Estate Sale shall only be permitted at the Home of an Owner or Resident with HOA approval.
 - b. The length of an Estate Sale shall be no more than three (3) days. The hours of the Estate Sale shall be limited to 10:00am -3:00pm on approved days.
 - c. Only inventory previously contained in the home can be sold at the Estate Sale. No items may be brought from outside of the community into the home for the Estate Sale.
 - d. No marketing or directional signage to the Estate Sale is permitted within the Del Webb Viera community.
 - e. The Owner's or Resident's designated representative may provide a pre-approved list of people who should have estate sale access. If a person who is not on the pre-approved list arrives at the gate, the virtual gate attendant will call the resident and/or their representative for access authorization if it does not hinder the flow of traffic through the guest lane. If traffic is present the virtual gate attendant will have the visitor circle around and wait until traffic is cleared before calling the representative again. Virtual gate attendants will not stall traffic flow to verify unregistered guest. Unauthorized people will be denied community access.
 - f. Estate Sale attendees must conform to the Del Webb at Viera parking regulations.
- v. **Caravans (Broker Only Showing).** The Owner or Resident must advise the gate attendant that the caravan showing for realtors will be taking place along with the day and the approximate time. Realtors who are visiting the community in order to participate in a Broker Caravan must provide their driver's license and the address of the property of interest. The gate attendant will then confirm that the area realtor is an authorized guest of the property owner through routine methods (phone or online authorization). In the event that an area realtor arrives and has not been authorized by the Resident, the gate attendant will call the Resident to verify access, provided it does not hinder the flow of traffic through the guest lane. If traffic is present the gate attendant should have the visitor circle around and wait until traffic is cleared before calling the Resident. The gate attendant should understand that secure traffic flow is a priority and they should not stall traffic flow to verify an unregistered area realtor.
- 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 at Viera 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 at Viera 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 at Viera 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. CODE OF CONDUCT AND GUESTS.

A. 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, Employees 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 instructions, 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 at Viera 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.

B. Guests. Del Webb at Viera amenities primarily exist for the use of Del Webb at Viera Residents; the rules and regulations surrounding Guests are designed to ensure that the Association and Del Webb at Viera 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 at Viera 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.

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.

C. 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 at Viera 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.

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 at Viera 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.

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. 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 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 at Viera 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 at Viera 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 at Viera.

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/Screening/High Impact Glass.

If Lots and Units are equipped with hurricane shutters/screening 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/screening 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/screening 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 at Viera. 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 at Viera 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 at Viera Residents in a positive, uplifting way. Resident articles submitted for publication are subject to review by and approval of Management.

The Association Website, www.delwebbatvierahoa.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
Newsletters

Governing Documents
Management Reports
Meeting Minutes

Policies
Rules & Regulations
Design Guidelines

The Community Association publishes a periodical newsletter titled: Catch the Catamaran. 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), Catch the Catamaran 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 Catch the Catamaran 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 the 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 Lifestyle House, 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. 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.
- ii. Activity meeting rooms and facilities may be reserved through the Lifestyle Director.
- iii. 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 mark or otherwise alter the interior decor of the facility. Use of the following is not allowed: glitter, sparklers, pyrotechnics of any kind (including non-flammable/cold spark machines).
- iv. 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 people 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.

C. Safety Equipment.

- i. First Aid supplies are located at the Management Office.
- ii. AED units are located at the Lifestyle House Gym.

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 at Viera amenities at all times, except as appropriate for specific events or classes.
- ii. **Fitness Areas.** Upper body garments must be worn in all activities, 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 at Viera 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.

H. Thermostats.

The heating and air-conditioning temperatures for the amenities are preset to provide the best comfort and operating efficiency. Residents shall not adjust said temperatures.

I. Gambling.

Gambling, wagering, or betting money or anything of value is not permitted anywhere on the Association's Common Areas. This prohibition includes betting on individual hands or games as well as charging an entrance or admission fee in order to participate in the game if those fees will be awarded to someone partaking in the game.

15. GENERAL FACILITY OPERATING RULES.

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 on a complimentary basis.

A. 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.

It is the responsibility of the individual parties using the amenity 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. GENERAL FACILITY RULES.

The following addresses rules and regulations for the Lifestyle House and surrounding amenities.

A. 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.

The Guest policies stated in these rules and regulations applies to any Guests accompanying a Resident, including those Residents and Guests.

B. Lifestyle House 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 or as providing a qualified level of fitness program supervision.
- ii. In Fitness Center exercise rooms food or beverages are not permitted with the exception of bottled water and fitness drinks in plastic containers.
- iii. All users are expected to comply with posted rules and verbal instruction from the Association Staff.

- iv. 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 amenity may be adjusted to accommodate seasonal demands as determined by the Board of Directors for the Association.

C. Lifestyle House 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.
- ii. Residents are strictly prohibited from conducting or providing any fitness instruction to fellow residents.
- iii. Personal trainers and small group trainers/instructors are not permitted in the gym or in the common areas.
- 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.

D. Lifestyle House 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.

E. 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. Personal trainers and small group trainers/instructors are not permitted on the Pickle Ball Courts or in the common areas.
- 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.

F. 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. Personal trainers and small group trainers/instructors are not permitted on the Tennis Courts or in the common areas.

- viii. 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.

G. Dog Park. Del Webb at Viera Homeowners Association has developed additional rules that pertain to the use of the Dog Park. Residents wishing to use the dog park are required to register their pet with the Association and separately agree to the dog park rules. Failure to strictly adhere to these rules may result in fines, suspensions, or further legal actions. Thank you for your adherence to these rules to help make the Dog Park enjoyable for everyone. 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.
- iii. The Board may prohibit from the Dog Park any individual dog or any type or breed of dog that the Board determines, in its sole discretion, constitutes a safety threat to other dogs or humans.
- iv. Dog owners and handlers shall be responsible for their animal's conduct and shall intervene to prevent their dogs from engaging in aggressive behavior, including attacking, trampling, or jumping, on other dogs or people.
- v. Pick up your dog's waste and dispose of it in the receptacles provided.
- vi. Do not allow your dogs to be aggressive towards people or other dogs. In the event your animal shows any aggressive behavior you shall remove your dog from the Dog Park immediately at all times.
- vii. Keep your dog on a leash until you fully enter the park area. Dogs shall be leashed upon exiting the park area.
- viii. Handlers shall be within the Dog Park in close proximity to and supervising their dog with a leash readily available.
- ix. Remember that off the leash does not mean out of control.
- x. Individuals who are unable to physically control their animal must be accompanied at all times by an individual who is able to and will supervise and physically control the animal.
- xi. Dogs should be under voice control.
- xii. Dogs must be properly registered with up-to-date vaccinations. The Association reserves the right to inspect registration and medical records upon request.
- xiii. Dog Park occupancy is limited to 15 dogs at a time.
- xiv. A maximum of 2 dogs per handler are allowed in the Dog Park at a time.
- xv. Gates must be kept closed and latched.
- xvi. Dog behavior can be unpredictable. Therefore, the Association is not responsible for injury or damage to persons or property. Enter and enjoy this area at your own risk.
- xvii. The following are not allowed in the park:
 - a. Animal or human food

- b. Puppies younger than four months
- c. Glass containers
- d. Sick dogs, dogs with infections, dogs with worms or other parasites, or dogs in heat

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 Brevard 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 can be electric or 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.