

# Del Webb®

— ORLANDO —



## **COMMUNITY ASSOCIATION**

### **RULES & REGULATIONS**

**March 2018**

### Table of Contents

- INTRODUCTION..... 1
- 1. STRUCTURE AND MEMBERSHIP ..... 2
  - 1.1. Age-Restricted Community ..... 2
  - 1.2. Purpose and Legal Status..... 2
    - A) Legal Entity..... 2
    - B) Governing Documents..... 2
  - 1.3. Board of Directors..... 2
  - 1.4. Membership and Voting:..... 3
    - A) Membership..... 3
    - B) Voting ..... 3
- 2. MANAGEMENT AND FINANCE ..... 3
  - 2.1. Management..... 3
  - 2.2. Assessments ..... 3
  - 2.3. Asset Replacement Reserve Funds ..... 3
  - 2.4. Collection Policy & Use of Amenities..... 3
- 3. ARCHITECTURAL CONTROL/DEED RESTRICTION..... 4
  - 3.1. Community-Wide Standard ..... 4
  - 3.2. Use Restrictions and Easements ..... 4
  - 3.3. The Design Guidelines ..... 4
  - 3.4. Enforcement of the Declaration ..... 4
- 4. ACTIVITY CARD, FEES, AND GUESTS ..... 4
  - 4.1. Activity Card ..... 4
    - A) Concept..... 4
    - B) One Home/One Membership..... 4
    - C) Supplemental Resident Activity Cards ..... 5
    - D) Replacement Cards ..... 5
    - E) Lessor and Lessees..... 5
    - F) Resale Transfer ..... 5
    - G) Non-transferable Cards ..... 5
    - H) Future Residents ..... 5
  - 4.2. Program Fees..... 6
  - 4.3. Guests ..... 6
- 5. COMMUNITY RELATIONS AND DOCUMENT REVIEW ..... 7
  - 5.1. Community Relations..... 7
    - A) Intranet Portal ..... 7
    - B) Newsletter..... 7
    - C) Advertising..... 7
    - D) Announcements..... 7
    - E) Other..... 7
  - 5.2. Document Review ..... 7
- 6. GENERAL USE POLICIES/FACILITIES..... 8
  - 6.1. Use of Facilities and Assumption of Risk..... 8

6.2. Conduct of Members and Discipline ..... 8

    A) General Rules of Courtesy & Conduct..... 8

    B) Interference with Employees/Vendors/Property ..... 9

    C) Safety Is Paramount ..... 9

    D) Guests ..... 9

    E) Animals ..... 9

    F) Rule Infractions..... 9

6.3. Dress Code..... 10

6.4. No Smoking Policy ..... 10

6.5. Alcohol Beverage Consumption and Distribution Policy ..... 11

    EXHIBIT (1) - Association Property Where Alcohol is Prohibited or Restricted to Consumption ..... 11

    EXHIBIT (2) - Member-Sponsored Non-Catered Events ..... 13

    EXHIBIT (3) - BYOB Club Activities ..... 14

    EXHIBIT (4) - Room Rental Alcohol Permit/Policy..... 15

    EXHIBIT (5) - Alcoholic Beverage Consumption & Distribution Acknowledgement and Waiver ..... 16

7. USE OF GOLF CARTS..... 17

    7.1. Use of Golf Carts on Private Thoroughfares ..... 17

8. CHARTERED CLUBS AND GENERAL FACILITY OPERATING RULES ..... 18

    8.1. Chartered Clubs..... 18

    8.2. Fitness Center/General: (Pools, Spa) ..... 19

    8.3. Fitness Center/Exercise Equipment Room..... 20

    8.4. Fitness Center/Exercise Studio ..... 21

    8.5. Swimming Pools ..... 22

    8.6. Spas..... 24

    8.7. Multi Purpose/Ballrooms..... 25

    8.8. Wall Street Room..... 30

    8.9. Billiards Room ..... 30

    8.10. Coffee Lounge ..... 31

    8.11. Gathering Hall ..... 31

    8.12. Demonstration/Catering Kitchen ..... 32

    8.13. Arts & Crafts Room ..... 32

    8.14. Pickle Ball and Tennis Courts ..... 33

    8.15. Bocce Courts..... 34

    8.16. Basketball Court ..... 35

    8.17. Sunset Pavilion ..... 35

    8.19. Lake Facilities/Fishing Camp..... 36

    8.20. Tot Playground..... 36

    8.21. Dog Park..... 36

9. OUTDOOR AND NATURAL AREAS..... 37

    9.1. Outdoor Areas:..... 37

        A) Safety in Outdoor Areas ..... 37

    9.2. Enjoyment and Protection of Wildlife:..... 37

10. Informed Consent, Release & Waiver Agreement ..... 37

## INTRODUCTION

The facilities and programs of the *Del Webb Orlando* Community Association (Association) were developed specifically for our residents and their guests. They were designed and created with utmost care and consideration for the active-adult lifestyle and the personality of a Del Webb Community. The guidelines that follow were developed to enable you to more fully enjoy and understand the Association and its many benefits. Please take some time to read about your Association and its operating concept. The guidelines 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. These rules are subject to change by the Board of Directors from time to time. 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 each resident and are committed toward using that energy to build upon and improve the initial program.

Please be reminded that the Operating Rules and Regulations serve only as a supplement to the Association Governing Documents. The attached information should not be considered an all-inclusive list of the operating guidelines and responsibilities of every homeowner. 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 OF THE GOVERNING DOCUMENTS. FOR A MORE DETAILED EXPLANATION OF THE GOVERNING DOCUMENTS, REFERENCE SHOULD BE MADE TO THE GOVERNING DOCUMENTS, INCLUDING THE COMMUNITY DECLARATION FOR DEL WEBB ORLANDO, THE ARTICLES OF INCORPORATION OF THE ASSOCIATION AND THE BYLAWS OF THE ASSOCIATION.**

# 1. STRUCTURE AND MEMBERSHIP

## ***1.1. Age-Restricted Community***

Del Webb Orlando 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. For more information, please reference the HOPA Rule (Housing for Older Persons Act)

## ***1.2. Purpose and Legal Status***

The DEL WEBB ORLANDO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association") was formed as a *Florida* not-for-profit corporation to own the common area property and to administer and govern the affairs of the community, to maintain and enhance the recreational, social and leisure-time interests of its members, and to preserve and enforce community-wide architectural standards.

### **A) 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 property 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 ownership interests.

### **B) Governing Documents**

The Governing Documents include, without limitation, the COMMUNITY DECLARATION FOR DEL WEBB ORLANDO (the "Declaration"), the Association's Articles of Incorporation (the "Articles"), and the Association's Bylaws (the "Bylaws"). 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.

## ***1.3. Board of Directors***

The Association is governed by a Board of Directors (the "Board") 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. Resident committees may also be appointed at the Board's discretion in advisory capacities to make recommendations to the Board regarding such things as policies, procedures and programs of the Association.

### ***1.4. Membership and Voting:***

#### **A) Membership**

Every Owner shall be a Member of the Association, and shall hold one membership for each Home owned. Co-owners shall share the privileges of such membership.

#### **B) Voting**

Each Home shall be entitled to one (1) vote in the matters of the Association. Until Turnover, the Developer is entitled to nine (9) votes for each Home or Lot the Developer owns. Voting rights are more particularly defined in the Declaration.

## **2. MANAGEMENT AND FINANCE**

### ***2.1. Management***

To manage the operations of the Association, the Board has entered into a Management Agreement. The Licensed Community Association Manager (LCAM) of the Association serves as the senior manager of the Association providing sufficient numbers of qualified employees to oversee, coordinate and facilitate the Association's day-to-day operation.

### ***2.2. Assessments***

Assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents of the Properties, and for the improvement and maintenance of the Common Area and the carrying out of the other responsibilities and obligations of the Association under the Declaration, the Articles, and the Bylaws.

### ***2.3. Asset Replacement Reserve Funds***

A portion of each homeowner's Installment Assessment is deposited into a separate Asset Replacement Reserve Fund (Reserve Fund) as may be required and determined by the Board. As part of the regular budget process, the Board approves the Reserve Fund contribution annually.

### ***2.4. Collection Policy & Use of Amenities***

The rights of a Qualified Occupant to use the Recreational Facilities may be suspended by the Association if, in the sole judgment of the Association an Owner fails to pay assessments due in connection with their Lot. A 14 days' notice to the person sought to be suspended and an opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee will be provided prior to the initiation of any suspension.

### **3. ARCHITECTURAL CONTROL/DEED RESTRICTION**

#### ***3.1. Community-Wide Standard***

The standard of conduct, maintenance, or other activity prevailing throughout the properties is more specifically defined in the Declaration, Board policies, and the Design Guidelines. Collectively, the documents cited below and their terms define the Developer's general plan of development for the properties.

#### ***3.2. Use Restrictions and Easements***

Identified in the Declaration, they specify limitations on the use of residential property, and authorized areas of property encroachment.

#### ***3.3. The Design Guidelines***

Created and designed by the Declarant, they are intended to provide homeowners 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.

#### ***3.4. Enforcement of the Declaration***

As noted earlier, the Declaration defines various restrictions on land building use, and the Association will aggressively and consistently enforce them. Reported violations will be promptly investigated and, if validated, sanctions imposed. If the Association engages legal counsel for the purposes of enforcement, the owner shall be responsible for all costs associated with the same including pre and post litigation actions.

### **4. ACTIVITY CARD, FEES, AND GUESTS**

#### ***4.1. Activity Card***

##### **A) Concept**

Ownership of a Home entitles the Owner to full use of all Association facilities and to priority for use over guests and other authorized visitors. To preserve the health, well-being and safety of the members, some facilities are administered and operated by Association Chartered Clubs. In these instances, Members are required to join the Chartered Club to enjoy proper and safe use of facilities and equipment.

##### **B) One Home/One Membership**

There is only one membership, for each home owned. All Owners or Co-Owners and residents meeting the Supplemental Resident Activity Card description below, are authorized facility use privileges. The Association Management will issue Resident Activity Cards upon request with reasonable notice.

**C) Supplemental Resident Activity Cards**

Supplemental Resident Activity Cards permit the holder of the card use of the amenities outside of the presence of an Owner or Co-Owner. Supplemental Resident Activity Cards will be supplied at no charge for those immediate-family members, who reside in the community for 3 consecutive months or more during a calendar year. "Immediate family members" is defined as the following: Mother, Father, Sister, Brother, Daughter, Son, Granddaughter and Grandson.

Supplemental Resident Activity Cards for those residents who do not reside in the community for 3 consecutive months the following policy is applicable: Co-owners, or additional residents may obtain supplemental resident activity cards for a fee to be determined and defined in a Fee Schedule which is approved by the Board of Directors from time to time. An additional resident is any individual, 19 years of age or older who resides in Del Webb Orlando for less than 3 months of a calendar year or is not an immediate family member. 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. Guests must register at The Montecito Front Desk and must show their Guest Cards upon request. Residents may acquire Guest Cards as outlined in section 4.3.

**D) Replacement Cards**

A fee will be charged for replacement cards (See Fee Schedule).

**E) Lessor and Lessees**

When leasing residential property, the Owner (lessor) continues to pay the Installment Assessment but may not use Association facilities. The Lessor must temporarily surrender his/her resident and supplemental activity card(s) to the Administration Office for the duration of the lease, as well as provide a copy of the lease. Lessees may then request a supplemental resident card, subject to the applicable fee (see Fee Schedule)

**F) Resale Transfer**

The right to a resident activity card is based upon occupancy of a Home. When selling a home, the buyer (as part of the closing process) may be required to pay a resale transfer fee (see Fee Schedule) for the purpose of closing the sellers account and establishing a new membership account in the name of the buyer.

**G) Non-transferable Cards**

All Members in good standing will be issued resident activity cards and **must present their card to use Association facilities**. Cards are non-transferable and cannot be loaned.

**H) Future Residents**

Future Residents who have signed a Sales Purchase Agreement for a Home at Del Webb Orlando but have not yet closed will be granted the use of facilities but only upon completing the Informed Consent, Release & Waiver Agreement for a Guest Pass. Guest Passes for Future Residents are available at the Resident Services Desk at the Montecito Clubhouse. Guest Pass holders are not permitted to bring other guests of their own. Guest Pass holders may register for Association lifestyle programs, pending space availability. Guest Pass holders are expected to adhere to all rules and regulations.



## ***4.2. Program Fees***

In addition to the fees for Installment Assessments, which support the general management and administration of the Association, Special Use Fees and charges will be assessed to support the cost of lifestyle programs and services such as classes, trips and special events. The Association adheres to a “No-Refund” policy for activity programs except in instances where the Association cancels a program.

## ***4.3. Guests***

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

Guests may be sponsored by a Member in any Association facility, subject to restrictions for health and safety. Guest use of facilities will be granted once the Member and Guest register at the reception desk inside the clubhouse. Guests will be required to provide a photo I.D., which will be copied and kept on file. Guests must have their Guest Card with them at all times while using any Association facilities and are required to check in at the front desk upon arrival. Conduct of guests remains the responsibility of the sponsoring Member. The sponsoring Member will be held accountable for the actions of their guests including any rule violations. The sponsoring Member must accompany and remain with all guests less than 19 years of age unless explicitly approved by the Lifestyle Director or Community Manager.

- Chartered club guests will not be charged a guest fee for attending Chartered Club activities.
- Members shall be allowed a total of 6 guests per day unless previously authorized by the Community Manager or Lifestyle Director
  - Additional Guest Cards (if required) may be purchased at the Montecito Front Desk for a fee set by the Board. This fee may be adjusted from time to time. (See Fee Schedule).
  - Residents must present a current and valid Activity Card when purchasing additional Guest Cards.
  - Guest Activity Cards will be valid for a single calendar year.
  - Guests holding Guest Cards in a Management approved competitive event with Del Webb Orlando Residents, may participate in Club and Group programs. Guests are accommodated when possible, but not if their participation in events prevents that of Residents such as in (but not limited to) Association sponsored events or classes with student limitations.
  - Guests may not bring other guests
  - 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.

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

### ***5.1. Community Relations***

#### **A) Intranet Portal**

The Association offers a lifestyle website DelWebbOrlando.info.com, that allows all residents to have valuable information instantly, including, but not limited to, important Association business, special events, and lifestyle programs of interest. DelWebbOrlando.info.com is accessible by any web browser using Internet Explorer 6.0 or higher. Computers will be stationed in the Wall Street Room of the Montecito Clubhouse for those residents to access information. Resident articles submitted for publication are subject to review and approval by the Lifestyle Director.

#### **B) Newsletter**

The Association publishes a periodical newsletter titled: *Del Webb Orlando Breeze*. This newsletter is intended to be a supplement of DelWebbOrlando.info.com and is not intended to offer all information contained on the website. When published it will contain a master schedule of regular club meetings and activities/events. Resident articles submitted for publication are subject to review and approval by the Lifestyle Director.

#### **C) Advertising**

The Association provides the community website and newsletter publication for informational purposes only and neither endorses nor promotes any of the products or services advertised within. Additionally, the Association assumes no responsibility for the statements made and reserves the right to refuse advertising for any reason. Advertisements may be subject to approvals by management or the Board. Any claims made by advertisers are strictly on their own and the publisher does not endorse or vouch for the quality of goods or services of any advertiser.

#### **D) Announcements**

In addition to the Association community website and newsletter, time-sensitive and special announcements may be posted within designated community areas of the Montecito Clubhouse.

#### **E) Other**

While management will make every effort to generate additional informational material through local newspapers, the scope and timeliness of such publication rests solely with the media.

### ***5.2. Document Review***

Important Association documents include the Declaration, the Articles, Bylaws, and minutes of Board and membership meetings, policy resolutions, regular financial statements, and the annual audit report. These documents are always available for Member review by appointment at the Association's Administrative Offices

and on the website. Copies of Association documents are available at the per-page copying costs outlined in the Fee Schedule. Residents seeking to review official documents of the association with Management are subject to a per hour review fee as indicated in the Rate sheet.

## **6. GENERAL USE POLICIES/FACILITIES**

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

All use of Association facilities and all participation in Association programs is purely voluntary. 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 Member or guest is, therefore, interpreted as implied acknowledgement and acceptance of the inherent risks.

The Association strives to consistently maintain its facilities in the highest quality condition. However, 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, Members and guests should immediately contact the appropriate facility supervisor or the Association's Lifestyle Director/Community Manager for assistance. If a Member or guest accepts facility conditions, the Association will assume that the facility is free of obstruction or hindrance.

The Association is not liable for personal injury or inconvenience sustained during the use of its facilities and programs. In ensuring that Members 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, Members and guests are encouraged to familiarize themselves with facility layout and operating policies along with signing the Acknowledgment of Rules & Regulations Waiver.

### ***6.2. Conduct of Members and Discipline***

#### **A) General Rules of Courtesy & Conduct**

- 1.** All Members are expected to abide by the Governing Documents and these rules, and to conduct themselves in a courteous and respectful manner at all times. Actions that jeopardize or otherwise interfere with the rights and privileges of others, use of profanity, or otherwise abusive or disruptive behavior will not be tolerated, and disciplinary actions may be enforced.
- 2.** Members will not harass or accost any other member, or an occupant, guest, Association employee, Developer employee, director, officer, committee member or any other person.
- 3.** Any member who conducts him/herself in an unbecoming manner or who violates an Association Rule or Regulation is subject to disciplinary action which may include suspension of membership privileges or monetary fines as determined by the Board. Such fines shall be attached to the members Community Association account and collected in accordance with established collection policies.

4. Members are prohibited from profiting financially from their membership by charging occupants or guests to use the Association facilities. The Association and/or chartered clubs may, from time to time, enter into contracts with members to provide products or services for an approved fee.

### **B) Interference with Employees/Vendors/Property**

1. Any inattention to duty, or discourtesy on the part of an Association employee or vendors should be immediately reported to the LCAM (Licensed Community Association Manager). However, under no circumstances will Members/guests interfere with, attempt to discipline, or otherwise direct employees or vendors in the course of Association business. Comments and complaints are to be civilly directed to the Community Manager. The Community Manager may require that the complaint be submitted in writing before taking action on the complaint.
2. Members will be held responsible for any damage to Association property caused by the member and/or the member's occupants or guests.

### **C) Safety Is Paramount**

Any Member or guest not adhering to the posted or otherwise obvious safety rules may be asked to leave. With respect to safety, proper decorum, and sanitation, the facility monitor's judgment will prevail in all instances. Any complaint relating to a facility monitor's decision may be later appealed to the Lifestyle Director/Community Manager. However, until such appeal is heard, the facility monitor's decision stands. Arguing, being abusive, or being otherwise challenging to a facility monitor may result in disciplinary action.

### **D) Guests**

Conduct of guests remains the responsibility of the sponsoring Member. The sponsoring member will be held accountable for the actions of their guests including any rule violations or costs associated with damages.

### **E) Animals**

No pet or animal shall be "tied out" on the exterior of the clubhouse, or left unattended on any Association property, or in the Common Areas. Pets must be walked on a leash. Pet owners are responsible for the activities of its pet and are responsible for cleaning up all matter created by the pet. All pets are prohibited from entering all Recreational Amenities except service animals. Members who do not follow pet rules will be subject to disciplinary action. All service animals must be certified.

### **F) Rule Infractions**

Members charged with rule violations may be asked to appear at a hearing before the resident Violations Committee and/or Board to explain and justify their actions. If the Board determines that a rule was violated in a willful or otherwise deliberate manner, the Board may impose penalties including fines and/or suspension of facility use and privileges.

#### **Progressive Discipline Policy**

**First Offense:** Warning

**Second Offense:** Privileges revoked for 30 Days

**Third Offense:** Privileges revoked for 60 Days

**Fourth Offense:** Privileges revoked at the Board's discretion.

### ***6.3. Dress Code***

Proper dress is required in all Association facilities at all times. Unless otherwise specified, appropriate casual attire is required in all areas of the Association. Appropriate casual attire for men includes footwear, shirts, pants or shorts. For women, footwear, blouses/shirts and pants/skirt/dress/shorts are appropriate. Upper body garments must be worn in all activities, except for men using aquatic facilities. Appropriate athletic apparel is required in all indoor and outdoor sports areas, to include proper footwear. Spikes or cleated shoes and bare feet are prohibited inside the clubhouse at all times.

### ***6.4. 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 Montecito Clubhouse next to event lawn
- Immediately outside Ballroom
- Pool Area: A couple of tables will be designated on the pool deck as SMOKING AREA.

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

## ***6.5. Alcohol Beverage Consumption and Distribution Policy***

### **EXHIBIT (1) - Association Property Where Alcohol is Prohibited or Restricted to Consumption Rules and Procedures:**

#### Billiards

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. If food and beverages are not disposed of properly, members may be subject to disciplinary actions under the Alcohol Beverage Consumption and Distribution Policy.

#### Gathering Hall/ Wall Street Room/ Coffee Lounge/ Art Rooms

No glass containers of any kind are permitted. 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.

#### Fitness Centers/Indoor Pool/ Indoor Spa/Locker Rooms/Aerobics Studio

Food or beverages - except for bottled water or fitness drinks in plastic containers – are not permitted in the fitness center, indoor pool, indoor spa, locker rooms, and aerobics studio. Beverages are available for purchase at designated vending machines.

#### Outdoor Swimming Pool

No glass containers of any kind are permitted. Food or beverages are prohibited in the pool. Food, beverages in non-glass containers, and a small personal cooler may be used only in areas that are at least 4' from pool edge and not in or around the pool. All food and beverages are required to be disposed of properly via trash receptacles. If food and beverages are not disposed of properly, members' privileges may be subject to disciplinary actions under the Alcohol Beverage Consumption and Distribution Policy.

#### Outdoor Spa

Food and beverages are not permitted in the spa. Food, beverages in non-glass containers, and a small personal cooler may be used only in areas that are at least 4' from spa edge and not in or around spa areas. 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.

#### Ballroom and Activity Meeting Rooms

Alcoholic beverages may not be brought into this facility without the advance approval of the Lifestyle Director/Community 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.

### Kitchen

Glass cooking/baking containers are permitted. Any and all alcoholic beverages are prohibited from being stored inside the kitchen unless permission is granted by management for purposes of scheduled events/private functions. Note: immediately following the conclusion of the respective event/function, any and all alcoholic beverages will be removed. 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.

### Sports Courts

No glass containers of any kind are permitted. Food or beverages are prohibited on the sports courts playing areas. Food and beverages in non-glass containers, and a small personal cooler may be used. 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.

### Fishing Camp

No glass containers of any kind are permitted. Food, beverages in non-glass containers, and a small personal cooler may be used. 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.

### Fire Pit

No glass containers of any kind are permitted. Food, beverages in non-glass containers, and a small personal cooler may be used. 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.

### Outdoor Amphitheater

No glass containers of any kind are permitted. Food, beverages in non-glass containers, and a small personal cooler may be used. 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.

### Sunset Pavilion

No glass containers of any kind are permitted. Food, beverages in non-glass containers, and a small personal cooler may be used. 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.

### Dog Park

No glass containers of any kind are permitted. Food, beverages in non-glass containers, and a small personal cooler may be used. 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.

**A member who violates the Alcohol Beverage Consumption and Distribution Policy will be subject to the following disciplinary actions:**

**First Offense: Warning**

**Second Offense: Privileges revoked for 30 Days**

**Third Offense: Privileges revoked for 60 Days**

**Fourth Offense: Privileges revoked at the Board's discretion**

**Note: To ensure the safety and well-being of all residents, staff member(s) will assess situations and determine what actions are necessary to resolve them (contact the property authorities to address the situation). Any fees associated with these actions will be the responsibility of the person(s) in violation.**

## **EXHIBIT (2) - Member-Sponsored Non-Catered Events**

Alcohol may be consumed at a non-catered event held on Association Property which is sponsored by an Association Member. A member sponsoring a non-catered event shall comply with the following requirements:

- A. Member must comply with exhibit (1): association property where alcohol is prohibited, or alcohol is restricted to consumption rules and procedures. Please see exhibit (1) for all association property rules and regulations.
- B. Member is prohibited from selling alcohol or allowing alcohol to be sold in a manner which would violate any federal or Florida law governing over or related to the control of alcohol, or in a manner which would violate this policy.
- C. Member may provide alcohol for consumption by persons of the age of twenty-one (21) years or older, at Member's sole risk and expense. Member, at Member's sole risk, may further allow family and guests of the age twenty-one (21) years or older to bring their own alcohol for consumption to the Member's sponsored event, provided such family and guest comply with the provisions of this policy. Alcohol shall not, under any circumstances be served to family and guests under the age of twenty-one (21).
- D. Member agrees to sign the Alcohol Consumption and Distribution waiver
- E. Member agrees to indemnify, defend, and hold the Association and/or its respective Agents harmless from all claims, actions, cause of actions, or liabilities of whatsoever kind arising out of, related to the distribution and/or consumption of alcohol.



**EXHIBIT (3) - BYOB Club Activities**

Alcohol may be distributed at BYOB Club Activities held on Association Property. Clubs sponsoring BYOB (Bring Your Own Beer: Alcoholic Beverages) shall comply with the following requirements:

- A. Members must comply with exhibit (1): association property where alcohol is prohibited, or alcohol is restricted to consumption rules and procedures. Please see exhibit (1) for all association property rules and regulations.
- B. Members are prohibited from selling alcohol or allowing alcohol to be sold in a manner which would violate any federal or Florida law governing over or related to the control of alcohol, or in a manner which would violate this policy, nor may alcohol be given as a door prize.
- C. Member may provide alcohol for consumption by persons of the age of twenty-one (21) years or older, at Member's sole risk and expense. Member, at Member's sole risk, may further allow family and guests of the age twenty-one (21) years or older to bring their own alcohol for consumption to club activities, provided such family and guest comply with the provisions of this policy. Alcohol shall not, under any circumstances be served to family and guests under the age of twenty-one (21).
- D. Members agree to abide by the Alcohol Consumption and Distribution Policy and Waiver.
- E. Member agrees to indemnify, defend, and hold the Association and/or its respective Agents harmless from any and all claims, actions, cause of actions, or liabilities of whatsoever kind arising out of, related to the distribution and/or consumption of alcohol.

**EXHIBIT (4) - Room Rental Alcohol Permit/Policy**

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

**I. Multi-purpose Rooms**

Alcohol may only be served in the Multi-purpose room by a Caterer who meets the following requirements. The Caterer must hold a valid Florida Liquor License, as well as any required local license, and provide Association staff with proof of licensing. A certificate of insurance endorsing the Association, Del Webb / Pulte and their respective directors, officers, partners, members, managers, employees, volunteers and agents as additional insured must be provided from the Caterer’s insurance provider at the time the room reservation is made. A minimum of one (1) million dollars in general liability and liquor liability coverage is required. A caterer may not pay a club a cut of the alcohol sales, nor may alcohol be given or raffled as a door prize.

- 1. No alcohol may be served or consumed at any time during the event in all other common areas owned by the Association including, but not limited to, Bocce Courts, Tennis Courts, Indoor Swimming Pool, Outdoor Swimming Pool, Pool-side Patio(s), Spa / Jacuzzi, Locker Rooms and the Fitness Center. Alcohol will be restricted to the room that is being rented only.**
- 2. Del Webb Orlando Community Association reserves the right to revoke individual privileges in the event consumption is perceived to cause a threat or nuisance to a resident, staff member, or guest.**
- 3. It is the undersigned’s responsibility to ensure no alcohol is served to any person under the legal drinking age or twenty-one (21) or otherwise in violation of any applicable liquor control laws.**
- 4. Any alcohol that is sold or dispensed on Association property, whether in a public or private party setting, must be sold or dispensed by a licensed person. No alcohol may be brought onto Association property for personal consumption. The undersigned understands and acknowledges that he or she remains responsible for his or her own actions, the actions of the member’s guests and the propriety of the activity regardless of who serves alcohol on Association property.**
- 5. Any open alcohol containers must be disposed of by licensed person at the end of the event. All unopened alcohol must be removed from the facility at the end of the event. No alcohol can be stored in any portion of Association property.**

I, the undersigned, acknowledge that I have read, fully understand, and hereby agree to abide by the aforementioned Del Webb Orlando Community Association Alcohol Policy.

Group/Organization Event Host: \_\_\_\_\_

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

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

**EXHIBIT (5) - Alcoholic Beverage Consumption & Distribution Acknowledgement and Waiver**

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

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

**Undersigned Member hereby acknowledges and agrees with the terms and conditions contained in the Homeowner Facility Rental Guidelines and Fees, including Exhibits 1,2, and 3. Undersigned Member hereby waives any and all claims against the Association, and/or their respective Agents relating to any injury to himself or herself, his or her family, and/or any guests, invitees, vendors and/or contractors, and/or for loss of property that may occur while using the Association Property, including but not limited to, any claims relating to the distribution and consumption of alcohol at Association Property.**

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

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

Address \_\_\_\_\_

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

## 7. USE OF GOLF CARTS

### *7.1. Use of Golf Carts on Private Thoroughfares*

The community of Del Webb Orlando authorizes privately owned golf cart travel on designated streets within the Community. All golf carts operated on any roads of Del Webb Orlando shall be operated in accordance with all applicable Florida Traffic Laws. Golf cart travel is permitted only within the designated boundaries of the Community and is not authorized on state, federal or county roads.

- A. **Safe Working Condition** - Carts must be in sound and safe working condition. No golf cart may be operated on a roadway unless, at a minimum, it has the following: brakes, a steering apparatus, tires, a rearview mirror, red reflectorized warning devices in the front and rear, a headlight (for night-time use) that emits a white light visible from a distance of 500 feet to the front, a tail lamp that emits a red light visible from at least 100 feet from the rear, brake lights, and turn signals. When operated on a roadway, a golf cart shall have its headlight and tail lamps lighted. A person who drives or is in actual physical control of a golf cart on a roadway is subject to all motor vehicle regulations including, but not limited to, DUI provisions. Storage of carts must be in compliance with the Declaration.
- B. **Insurance** - Liability insurance must be maintained on all golf carts. with the amount of coverage determined by the owner in consultation with the owner's insurance agent. Owners will be personally responsible for the conduct of anyone operating their cart, and for any damage caused by its operation on community property. Children under the age of 16 are not permitted to drive a golf cart on community thoroughfares.
- C. **Carts are prohibited on pedestrian trails, community sidewalks, and landscaped common areas.**
- D. **Street Rules** – Golf carts should remain on the road at all times, allowing regular vehicles to pass without obstruction. In so doing, operators must remain aware of, and away from marked bike paths, and pedestrians shall be given due consideration and a reasonable right of way at all times. Regular vehicles should only pass golf carts when safe to do so (within the posted speed limits).
- E. **Subject to Association Rules** - Allowance for golf cart street use is intended to be a privilege and convenience to Association members, and any actions, which threaten the safety and well-being of the membership, or otherwise infringe upon the rights of others, will not be tolerated.

## **8. CHARTERED CLUBS AND GENERAL FACILITY OPERATING RULES**

### ***8.1. 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.

- A. 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.
- B. 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.
- C. 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:
  - 1. 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 Community Manager.
  - 2. 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.
  - 3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

- D. 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 more precisely define club activities and programs.**

## ***8.2. Fitness Center/General: (Pools, Spa)***

- A. Operational and maintenance responsibility for all fitness center areas including, but not limited to, the swimming pools, spa, and exercise 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.

- B. 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.

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.

- C. In the swimming pools and spa, 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 facility at any time to preserve the health and well-being of members and guests.
- D. In Fitness Center exercise rooms and locker/shower areas, food or beverages are not permitted except for bottled water and fitness drinks in plastic containers. Beverages and snacks may be available for purchase at the Fitness Center and consumed only in designated areas.
- E. Towels are not provided and are the responsibility of the member/guest.
- F. All users are expected to comply with posted rules and verbal instruction from the Association Staff.
- G. For a variety of operational reasons, it is not intended that the Fitness Center be used when the building is not occupied. Opening Hours of the Montecito clubhouse may be adjusted to accommodate seasonal demands as determined by Community Association staff.

### ***8.3. Fitness Center/Exercise Equipment Room***

- A. 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 scheduled at the reception desk for a fee. Please allow a 24-hour timeframe for instruction to be setup.
- B. Prior to using this facility, members and guests should attend a basic fitness orientation and training program for the proper and safe use of exercise equipment. Orientation can be scheduled through the Lifestyle staff. 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.

- C. Residents are strictly prohibited from conducting or providing any fitness instruction to fellow residents.**
- D. Prior to using this facility, or engaging in any form of fitness program, individuals should consult a physician.
- E. 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. 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.
- F. Children under the age of 16 are restricted from use of this facility.
- G. Appropriate fitness apparel is required, to include upper body garments and proper footwear. Sandals, shower clogs, or other similar items and street shoes are not acceptable fitness footwear.
- H. Following use, equipment should be cleaned with a sanitizing wipe. All portable equipment (dumbbells, beauty bells, exercise mats) should be returned to their proper storage locations.
- I. Food or beverages - except for bottled water or fitness drinks in plastic containers – are not permitted in the fitness center. Beverages are available for purchase at designated vending machines.
- J. 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. Portable radios are permitted, but only with earphones.

#### ***8.4. Fitness Center/Exercise Studio***

- A. 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.
- B. Prior to using this facility, or engaging in any form of fitness program, individuals should consult a physician.
- C. Children under the age of 16 are restricted from use of this facility.
- D. 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.
- E. Food or beverages - except for bottled water or fitness drinks in plastic containers are not permitted in the exercise studio. Beverages are available for purchase at designated vending machines.



## ***8.5. Swimming Pools***

### **A. General:**

1. Pool hours vary based on seasonal demands, with specific times posted and publicized in The Del Webb Orlando Breeze Newsletter and on DelWebbOrlando.info.com. Outdoor pools are not lit for night use and will close at dusk. Member use is restricted to established hours of operation.
2. Anyone 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 outdoor recreational pool at least 4' from the pool edge. Children under the age of 4 years and any persons not potty trained or susceptible to unexpected bowel movements or "bathroom accidents" must have a "swimmers diaper" for entry into either pool and within 4' of the pool edge.
3. Children under the age of 16 must be under appropriate strict adult supervision.
4. Swimsuits are required when in the pool for all swimmers regardless of age. Cut-offs or other forms of street clothes are not acceptable for swimming. 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.
5. Pool & Spa Temperatures. The Spas are designed to operate at a temperature of 104 degrees Fahrenheit. The indoor pool is heated to a range between 78-82 degrees Fahrenheit (per the USA Swimming guidelines) and the ambient temperature of the indoor pool area will be maintained within a range between 78-82 degrees Fahrenheit. Adjustments above these design load temperatures introduce significant operational considerations and cannot be accommodated. Temperatures may fluctuate based upon environmental conditions and load.
6. All tables and chairs are not permitted in any pool or on the surrounding deck apron (within 4' of the pool edge).
7. 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.

### **B. Children's Swim:**

As previously stated, Del Webb Orlando seeks to be child-friendly while also respecting the rights and needs of its Residents.

1. It is intended that children will be able to use the pools at certain times of the day but that residents should be able to enjoy the pools without children being present at other times. If a class or activity is taking place at either pool, then that pool would be closed to children and non-participating guests. If the outdoor pool is closed for a class, then the indoor pool would be available. The monthly social calendar will display the schedule for pool classes.

## 2. Children's swimming hours:

Pool	Mon	Tues	Wed	Thur	Fri	Sat	Sun
Indoor	11am-1pm	11am-1pm	11am-1pm	11am-1pm	10am-12pm	10am-12pm	10am-12pm
Outdoor	1pm-6pm	1pm-6pm	1pm-6pm	1pm-6pm	1pm-4pm	1pm-4pm	1pm-4pm

3. Any children under 16 must be under appropriate strict adult supervision. Failure to comply with this may result in the member being asked to remove the child.

**4. While we expect children to be reasonably controlled, some discretion will be exercised by staff in determining what is boisterous or otherwise unacceptable behavior. Residents are asked to please be reasonable in this respect when assessing children's behavior and the potential impact on other users.**

## C. Sanitation:

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 facility at any time to preserve the health and well-being of members and guests.

1. Showers must be taken before entering the pool. If using sun oils or lotions, showers must be taken prior to each entry into the pool.
2. **No glass containers of any kind are permitted. Food or beverages are prohibited in the pool. Food, beverages in non-glass containers, and a small, personal cooler may be used only in areas that are at least 4' from pool edge and not in the pool. All food and beverages are required to be disposed of properly via trash receptacles.**
3. Any person that is ill or has been recently ill with diarrhea, stomachaches, and pains, or vomiting is restricted from any Fitness Center area spa, pool, pool deck, etc. areas to minimize spread of illness.
4. All "bathroom accidents" in the pool or on the pool deck apron must be immediately reported to Association Staff.

## D. Safety:

1. 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.
2. The depth of the pools varies between Zero-entry to 6' and **diving is not permitted at any time.**
3. Special devices for the physically challenged, such as the entry ramps and handicap chair lifts, are self-serve and may be used at the member/guest discretion. Any member requiring specialized assistance should contact the Lifestyle Director or alternate staff member for instructions.

4. Due to the heavy patron traffic expected, as well as the decorum desired for this facility, swim fins, facemasks, rafts or toys/games of any nature are not permitted. Inner tubes, floats, or other inflatable or buoyant devices (excluding noodles) are not permitted. Specific exemptions may be granted for participants of water aerobics programs and workout swimmers (including noodles, water weights, etc.). If medical conditions warrant, exemptions may also be granted when the need is certified in writing by medical authority, approved by the Fitness Director and filed with the facility monitor.
  5. Children and adults may wear inflatable arm devices, National Life Guard approved life vests, or other approved safety devices as a precautionary safety measure.
  6. Running, pushing, jumping from the pool side, excessive splashing, or other rowdy or boisterous behavior is not permitted.
  7. If lightning is observed in the local area, residents and guests must vacate the pool and adjacent deck areas until a safe environment is restored. The Management team members may close the pool and adjacent deck areas at any time due to pending weather condition alerts.
  8. Lane dividers are used 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. Disturbing or hanging on the lane markers in any way is not permitted.
- E. Special Events and Activities:
1. The Community Manager or Lifestyle Director is responsible for approving requests for special events. Once approved, the dates and times of special events will be publicized well in advance.
  2. The Lifestyle Director may authorize special group times for physically challenged groups or those desiring instructed aquatic exercise. In all cases, these times will be posted.
  3. Special devices for the physically challenged, such as the entry ramps and handicap chair lifts, are self-serve and may be used at the member/guest discretion. Any member requiring specialized assistance should contact the Lifestyle Director or alternate staff member for instructions.
  4. Unless a group activity has been authorized, a minimum of two lanes will be separated by floating dividers and used for lap swimming. Lap lanes are not to be used for walking, or other non-swim activity. When both lanes are occupied, lanes will be shared, and individuals will swim to the right. If lanes are fully occupied, and individuals are waiting to swim, time of use will be limited to 45 minutes.

## ***8.6. Spas***

- A. 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 for outside spa or spa

- surfaces or for modesty purposes. All swimsuits and clothing should be age appropriate and not offensive including improper words, photos, or other markings.
- B. Showers must be taken before entering the spas.
  - C. Please review Section: 8.5 Swimming Pool for rules concerning children usage of swimming pools/spas. A responsible adult must accompany guests under the age of 19 in the outdoor spa.
  - D. Swimming in the spa is not permitted, and vigorous exercise should be avoided. Spa water is maintained at approximate temperatures of 102-104 degrees Fahrenheit and is intended to relax muscles. In this environment, exercise has a tendency to aggravate an ailment rather than improve it.
  - E. While the time limit for use of the spa may vary from one member 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.
  - F. Individuals at risk with conditions such as 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.
  - G. Food and beverages are not permitted in the spa. Food, beverages in non-glass containers, and a small personal cooler may be used only in areas that are at least 4' from spa edge and not in or around spa areas. 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.

### ***8.7. Multi Purpose/Ballrooms***

- A. General:
  - 1. Operational and maintenance responsibility for the Multi-purpose Rooms and Ballrooms rests with Association Management.
  - 2. Operating hours for all activities coincide with those of the Montecito Clubhouse.
  - 3. All set-ups, takedown and moving of tables and chairs will generally be accomplished by the Maintenance Department or volunteers of the club committees.
- B. Ballrooms:
  - 1. 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.

2. 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.
3. 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.
4. Catering services require advance approval from the Lifestyle Director/Community Manager. A copy of caterer's license, insurance, and worker's compensation is required prior to event date.
5. 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.
6. Alcoholic beverages may not be brought into this facility without the advance approval of the Executive Director/Community 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.

#### C. BALLROOM RENTAL RULES & REGULATIONS

1. **Rooms are rented only to Del Webb Orlando residents.** The Clubhouse Ballrooms may only be rented for private events such as weddings, birthday parties, anniversary parties, showers, family reunions, etc. Rentals by friends or other non-resident family members is not permitted.
2. The Resident who rents the facility must be present for the entire event and is responsible for assuring the safety of all guests. Failure to provide control/ safety provisions will result in forfeiture of the security deposit.
3. A facility monitor is required if alcohol is to be served and/or if more than one hundred (100) people will be in attendance (excludes meetings). A monitor costs \$35/hr. with a 4hr minimum and will be provided by the HOA.

4. No aircraft or boats of any kind are permitted on Del Webb Orlando property. This includes, airplanes, helicopters, hot air balloons, and boats of any kind. Skydiving and parasailing are also prohibited.
5. Due to fire code restrictions, the kitchen is a demonstration and warming kitchen only. There is to be no cooking except for stenos and warming trays.
6. No wall decorations are allowed. ONLY table decorations are permitted.
7. SMOKING IS ONLY PERMITTED IN DESIGNATED AREAS SERVICING THE MULTI-PURPOSE ROOMS/BALLROOM:
  1. Eastside of the Montecito Clubhouse next to event lawn
  2. Immediately outside Ballroom
8. No animals of any kind are permitted in the clubhouse and surrounding pool decks except service animals.
9. Exterior doors must be kept closed at all times. Exception: The gazebo may be used for marriage ceremonies. Furniture, if needed, must be rented and supervised by the Resident.
10. The ballroom and catering kitchen must be fully cleaned, and all rental items or personal property brought to the event must be removed immediately upon conclusion of the event. This includes trash, which must be placed in dumpster. The room will be inspected. Failure to comply will result in forfeiture of deposit.
11. All activities must be contained within rental room.
12. The HOA is not responsible for any personal or rental items left after the closing of your event.
13. The resident renting the ballroom for any event shall be responsible for any damage to both the interior and exterior of the ballroom.
14. No reservation will be considered valid without a duly executed reservation form and receipt of the required rental fees.
15. The room may not be rented for commercial use to conduct private business training sessions or sales meetings for private companies; nor for running businesses. Any seminar must go through the Lifestyle Director for approval.

16. No Montecito Clubhouse property, furniture, or common equipment of any kind shall be removed from the premises.
17. Guests under nineteen (19) years of age must be accompanied by an adult while on the Montecito Clubhouse premises.
18. Upon approval of application, only the ballrooms are to be used by guests of the event. The gathering hall, fitness center, wall street room, coffee lounge, billiards room, arts & crafts room, locker rooms, indoor pool, outdoor pool, sunset pavilion, 2<sup>nd</sup> floor jogging track, aerobics room, and outdoor sports courts are common areas for residents to use simultaneously as events occur. It is suggested the guests remain in the ballroom and do not bring food or drinks into any of the common areas.

D. SET-UP & DECORATIONS:

1. Members are responsible for their own set-up and decorations.
2. No Glitter, Silly String, Confetti, Candles, or Oil Lamps may be used.
3. No decorations are to be taped or nailed to the wall. Use of any material(s) that would damage Montecito Clubhouse property will result in a forfeiture of your deposit. If you are in doubt about any part of your set-up and/or decorations, please ask the Lifestyle Director.

E. ALCOHOL POLICY:

Alcoholic beverages may not be brought into this facility without the advance approval of the Executive Director/Community 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.

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

Alcohol may only be served in the Ballroom by a Caterer who meets the following requirements. The Caterer must hold a valid Florida Liquor License, as well as any required local license, and provide Association staff with proof of licensing. A certificate of insurance endorsing the

Association, Del Webb / Pulte and their respective directors, officers, partners, members, managers, employees, volunteers and agents as additional insured must be provided from the Caterer's insurance provider at the time the room reservation is made. A minimum of one (1) million dollars in general liability and liquor liability coverage is required. A caterer may not pay a club a cut of the alcohol sales, nor may alcohol be given or raffled as a door prize.

1. No alcohol may be served or consumed at any time during the event in all other common areas owned by the Association including, but not limited to, Bocce Courts, Tennis Courts, Indoor Swimming Pool, Outdoor Swimming Pool, Pool-side Patio(s), Spa / Jacuzzi, Locker Rooms and the Fitness Center. Alcohol will be restricted to the room that is being rented only.
  2. Del Webb Orlando Community Association reserves the right to revoke individual privileges in the event consumption is perceived to cause a threat or nuisance to a resident, staff member, or guest.
  3. Florida law specifically prohibits the service of any alcohol beverages to any individual under the age of twenty-one (21) years. Florida law also prohibits the service of any alcohol beverage to any individual who appears to be in a state of intoxication.
  4. Any alcohol that is sold or dispensed on Association property, whether in a public or private party setting, must be sold or dispensed by a licensed person. The undersigned understands and acknowledges that he or she remains responsible for his or her own actions, the actions of the member's guests and the propriety of the activity regardless of who serves alcohol on Association property.
  5. Any open alcohol containers must be disposed of by licensed person at the conclusion of the event. All unopened alcohol must be removed from the facility at the conclusion of the event. No alcohol can be stored in any portion of Association property.
  6. If you have not indicated on the first page of the rental contract that alcohol will be served, and alcohol is found to be present anywhere on the premises (including in cars), your entire party will be required to leave immediately, and your security deposit will NOT BE REFUNDED.
  7. No alcoholic beverages are allowed in the hallways or anywhere else outside the rented room.
  8. No alcoholic beverages are to be served during the last thirty (30) minutes of the event.
- F. RESIDENT ACCESS, INVITATIONS, GUEST LIST:
1. The Lifestyle Director must have telephone access to the resident for event-day coordination. The attendant at the front gate must also have the telephone access to the resident to insure good will, safety, and traffic flow.
  2. An invitation must be given to the HOA for event awareness within one week of the scheduled event. A copy of the complete guest list (including vendors) must be provided at least 72 hours



prior to the event date. A copy of the list will be provided to the front gatehouse security and guests who are not listed on the guest list will be denied entry.

3. The room will only be reserved for the private rentals with a signed contract accompanied by the total rental fees, which includes the security deposit. All monies will be deposited within 48 hours. We DO NOT hold checks. Security deposit will be refunded in whole or in part within the two weeks after your function at the discretion of the management following cleaning, inspection, and determination that the rental did not result in damage.

### ***8.8. Wall Street Room/Computer Area***

1. Operational responsibility for this facility rests with the Community Association Management. This area is operated on a self-serve, honor basis for residents only. Individuals requiring assistance on the use of the computers, or other equipment should inquire at the reception desk. Inappropriate use of the computer equipment is considered unacceptable and will not be allowed. The Association has taken reasonable steps to prevent infection from Computer Viruses but makes no warranty that the computers are virus free. Users use these computers at their own risk.
2. No glass containers of any kind are permitted. 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.

### ***8.9. Billiards Room***

1. Guests under the age of 16 are not permitted to use billiards tables.
2. An adult must accompany children at all times in the Billiards room.
3. Billiard Tables are 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 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.
4. The Billiards Room is equipped with an audio system that allows users to switch channels and adjust volume of music sources. Users are requested to be considerate of other residents when adjusting the audio system.
5. 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. If food and beverages are not disposed of properly, members may be subject to disciplinary actions under the Alcohol Beverage Consumption and Distribution Policy.

## ***8.10. Coffee Lounge***

### A. General:

1. Operational responsibility for this facility rests with Community Association Management. This area is operated on a self-serve, honor basis for residents only. Individuals requiring assistance on the use of coffee machines or other equipment should inquire at the reception desk. Residents are asked to be considerate of fellow residents when switching channels or adjusting the volume of the TVs in this area.
2. A basic set of books and reading materials is provided by the Association. At the discretion of the Board, the initial stock of reading materials may eventually be supported by material donations from residents.
3. Reference books, magazines, and newspapers must remain in the facility, and cannot be checked out, unless otherwise approved by management or Board.
4. Guests under the age of 19 years of age at all times must be accompanied by an adult.
5. No glass containers of any kind are permitted. 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.

## ***8.11. Gathering Hall/Library***

### A. General:

1. Operational responsibility for this facility rests with Community Association Management. This area is operated on a self-serve, honor basis for residents only. Individuals requiring assistance on the use of coffee machines or other equipment should inquire at the reception desk.
2. DVD's, and Blu-Ray discs that have been donated by fellow residents may be checked out at the reception desk. Residents can return checked out items at the reception desk. Please do not place items back on shelves.
3. Books that have been donated by fellow residents may be checked out by signing the notebook provided. Returned items should be placed in the return basket.
4. Guests under the age of 19 years of age must accompanied by an adult when checking out any material.
5. No glass containers of any kind are permitted. 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.

## ***8.12. Demonstration/Catering Kitchen***

### A. General:

1. Operational responsibility for the Demonstration/Catering Kitchen rest with Community Association Management Maintenance of the Demonstration/Catering Kitchen rests with the Association Maintenance Supervisor. Operating hours for all activities coincide with those of the Montecito Clubhouse.
2. Any and all use of kitchen equipment must be first approved by the Lifestyle Director/Community Manager.
3. 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.
4. Residents are prohibited from the operational use of butane burners. In some unique cases approval might be granted by the Lifestyle Director/Community Manager.
5. 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.
6. Cooking and baking glass containers are permitted.
7. Any and all alcoholic beverages are prohibited from being stored inside the kitchen without permission from management.

## ***8.13. Arts & Crafts Room***

### A. General:

1. Operational and maintenance responsibility for the Arts & Crafts Room rest with Community Association Management. Operating hours for all activities coincide with those of the Montecito Clubhouse.
2. All setup, take-down and moving of tables and chairs will generally be accomplished by the Maintenance Department or volunteers of charter clubs.

### B. Arts & Crafts Rooms:

1. Arts & Crafts Rooms 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. 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.
2. 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.
3. Any and all use of Arts & Crafts equipment must be first approved by the Lifestyle Director.

4. 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.
5. Glass containers required for specific craft projects are allowable.
6. 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.
7. Guests under the age of 19 years of age must be accompanied by an adult.

#### ***8.14. Pickle Ball and Tennis Courts***

- A. Outdoor Pickle Ball and Tennis Courts are available for recreational use and operational responsibility rests with the Lifestyle Director. When a court reservation system is not in use, use of the courts is on a first-come basis. As participation levels increase within the Community, additional rules or restrictions on duration of play may be designated. Maintenance of the facilities rests with the Association's maintenance Supervisor. A \$50.00 charge plus the cost to replace will be assessed if equipment is not returned by the close of business, if equipment is returned damaged, or if not all equipment is returned.
- B. Lights are available for nighttime play and will be controlled by an automatic timer. Generally, nighttime play will only be permitted during clubhouse operating hours. Additional rules may need to be developed to control nighttime play and the Association will introduce such rules at the appropriate time.
- C. Appropriate apparel is required to include upper body garments. Rubber-soled tennis shoes must be worn at all times. Hard-soled footwear or street shoes are not allowed.
- D. All residents must have their Association membership card with them while using the courts.
- E. Courts will be open daily during clubhouse operating hours and subject to weather and maintenance requirements.
- F. When the Association provides lessons, they will be open to the entire community and a fee may be charged. Individuals or chartered clubs may arrange personal lessons on their own time and at their own expense with Association's Private Coach only.
- G. All players play at their own risk. If players encounter excessive water or debris on the courts, they should not begin play, but notify the Administration Office for assistance. If a minor problem is encountered, squeegees are available at courtside. Please help keep your facilities in top playing condition.

- H. 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 a small personal cooler may be used. 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.
- I. Guests under the age of 19 years of age must be accompanied by an adult.

### ***8.15. Bocce Courts***

- A. Outdoor bocce courts are available for recreational use. Operational and maintenance responsibility for the bocce courts rests with Community Association Management, and facility monitors are tasked with overseeing related policies and rules.
- B. Bocce courts will be open daily during clubhouse operating hours. Use is on a first-come basis. As participation levels increase within the community, additional rules and restrictions on duration of play may be designated.
- C. Upper and lower body garments must be worn at all times and soft-soled shoes are recommended.
- D. Dedicated time for Bocce ball play is granted to the Bocce Chartered Club. Open playtime will otherwise be assigned but will be suspended during the designated club play periods.
- E. Guests under the age of 19 must be accompanied by an adult.
- F. Checkout equipment is available at the reception desk. A charge (see Fee schedule) plus the cost to replace will be assessed if equipment is not returned by the close of business, if equipment is returned damaged, or if not all equipment is returned.
- G. When playing the game, individuals should walk back and forth on the concrete walkways between the courts, rather than on the carpeted play surface. Please help to keep your facilities in top playing condition.
- H. Access boards allow entry onto the courts by the physically challenged. If unsure as to how the access board operates, assistance should be requested from the Lifestyle Director/Community Manager.
- I. 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 a small personal cooler may be used. 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.

- J. All residents must have their Association membership card with them while using the courts

### **8.16. Basketball Court**

- A. General: The Basketball Court is available for recreational use and operational and maintenance responsibility rests with Community Association Management. When a court reservation system is not in use, use of the court is on a first-come basis. As participation levels increase within the Community, additional rules or restrictions on duration of play may be designated a charge plus the cost to replace will be assessed if equipment is not returned by the close of business, if equipment is returned damaged, or if not all equipment is returned.
- B. Appropriate apparel is required to include upper body garments. Rubber-soled tennis shoes must be worn at all times. Hard-soled footwear or street shoes are not allowed.
- C. All residents must have their Association membership card with them while using the courts.
- D. Courts will be open daily during clubhouse operating hours and subject to weather and maintenance requirements.
- E. 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 Administration Office for assistance. Please help keep your facilities in top playing condition.
- F. 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 a small personal cooler may be used. 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.
- G. Guests under the age of 19 must be accompanied by an adult.

### **8.17 Sunset Pavilion**

- A. General:
  - 1. Fishing is not allowed from the Sunset Pavilion or any of the clubhouse deck or walled area surrounding the lake.
  - 2. No glass containers of any kind are permitted. Food, beverages in non-glass containers, and a small personal cooler may be used. 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.
  - 3. Guests under the age of 19 must be accompanied by an adult 19 years or older.

### ***8.18 The Fire Pit***

The fire pit is reserved for Association events. Individual use is not permitted without specific authorization from the Lifestyle Director/Community Manager.

### ***8.19 Lake Facilities/Fishing Camp***

A. The Lake is available for the year-round use and enjoyment of residents and their guests.

1. Private boat launching is strictly prohibited
2. No inflatable or motorized boats or rafts shall be permitted on the Lake.
3. Swimming is strictly prohibited at the Lake
4. All guests under the age of 19 must be accompanied by a responsible adult 19 years of age or older.

B. Fishing Camp

1. Fishing is permitted on a “catching and release” basis only. Residents and their guests are permitted to fish from the Fishing Camp’s pier or perimeter banks
2. Residents and their guests are required to comply with all state Florida and Federal regulations and licensing obligations. Acquisition of appropriate licenses is the responsibility of each resident and guest.
3. Fishing is not allowed from any of the decks or piers of the Montecito or other common areas adjacent to the clubhouse
4. Guests under the age of 19 must be accompanied by an adult 19 years or older.

### ***8.20 Tot Playground***

The Tot Playground is available for use and enjoyment of residents, guests and family members. Adults must supervise small children and exercise caution to minimize potential for injury. Use of the tot playground is at participants own risk.

### ***8.21 Dog Park***

General:

Del Webb Orlando Community Association has developed additional rules that pertain to the use of the Dog Park. These rules are available at the front desk at the Montecito clubhouse. 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:

1. No glass containers of any kind are permitted. Food, beverages in non-glass containers, and a small personal cooler 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. If food and beverages are not disposed of properly, members may be subject to disciplinary actions under the Alcohol Beverage Consumption and Distribution Policy.

2. 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.
3. Guests under the age of 19 must be accompanied by an adult 19 years or older.

## **9. OUTDOOR AND NATURAL AREAS**

### ***9.1. Outdoor Areas:***

There are various outdoor areas throughout the community that can be used for self-directed or passive recreation activities; e.g., bike paths, walking trails, courtyards, 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.

#### **A) Safety in Outdoor Areas**

It should be recognized that from time to time, residents may observe or encounter wildlife that could pose a threat to personal safety. Alligators and Snakes represent a particular risk and residents are advised to stay clear of wildlife at all times.

### ***9.2. Enjoyment and Protection of Wildlife:***

The lakes, ponds, streams, and other bodies of water within the properties are primarily aesthetic and intended for limited uses such as recreational fishing. All fishing within Del Webb Orlando is catch and release only. Walking or crossing personal property is considered Trespassing and therefore prohibited.

Lakes surrounded by private property may only be accessed by residents whose property abuts the lake, and their guests. Residents whose property abuts a lake may fish in the area directly between their property and the lake. As previously stated, walking or crossing personal property is considered trespassing and therefore prohibited.

Releasing wildlife of any kind including but not limited to fish, turtles, non-native species and placing any kind of plant life (living or dead), yard debris, or trash of any kind in any body of water is strictly prohibited.

**Feeding of wildlife is prohibited.**

Office Use:  
Resident/Guest

## **10. Informed Consent, Release & Waiver Agreement**

Thank you for using the Del Webb Orlando Community Association Facilities. Community Association management requests your understanding and cooperation in maintaining both your and our safety and health by reading and signing the following Informed Consent Agreement.



I, \_\_\_\_\_, declare that I intend to use some or all of the facilities offered by Del Webb Orlando (the "Community Association"), including but not limited to, the fitness center, swimming pool, tennis, bocce, craft and other workshops and meeting rooms and to participate in events sponsored from time to time by the Community Association (the "events"). All of these activities and programs are collectively referred to as the "facilities". In consideration for being allowed to use the facilities and participate in the events (Collectively, the "activities"), I declare as follows:

1. I understand that each individual (myself included) has a different capacity for participating in such activities and services. I assume full responsibility during and after my participation for my choices to use or apply, at my own risk, any portion of the information or instruction I receive. I have read and agree to comply with the written rules and regulations for use of the facilities.
2. I understand that part of the risk involved in undertaking any activity or program is relative to my own state of fitness or health (physical, mental or emotional) and to the awareness, care and skill with which I conduct myself in that activity or program. I acknowledge that my choice to participate in any activity or program at Del Webb Orlando brings with it my assumption of those risks or results stemming from this choice, and the fitness, health, awareness, care and skill that I possess and use.
3. I understand that participating in the activities may involve risk, including economic loss, health, disabilities or death, and I willfully and voluntarily assume those risks.
4. I accept personal responsibility to always act in a safe manner and to abide by the rules and regulations of the Community Association whenever I participate in these activities. I agree to immediately inform a representative of the Community Association whenever I participate in these activities. I agree to immediately inform a representative of the Community Association, and to stop participating in the activities, if I observe any unsafe condition or broken equipment, or if I experience any pain, discomfort or other symptoms that I may suffer during or after participating in the activities. I understand that I may stop or delay my participation in any activity or program if I so desire and that I may also be requested to stop and rest by an Association employee who observes any symptoms of distress or abnormal response, and I agree to comply with such directions.
5. I understand that I am responsible for obtaining appropriate insurance coverage when participating in the activities and that the Community Association will not provide to me any insurance coverage.
6. I declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in any of the activities and programs of the facilities, or use of equipment or machinery except as hereinafter stated. I understand that I have been strongly advised to obtain my doctor's approval before participating in the activities, especially any exercise, aerobics or fitness activities.
7. By signing this document, I acknowledge that I have voluntarily chosen to participate in the activities. I assume all risks for my health and, on behalf of myself, my heirs, beneficiaries, dependents and personal representatives, release and hold harmless Pulte Home Corporation, all of its subsidiary corporations including, but not limited to the Community Association and their respective directors, officers,

employees and agents from any responsibilities, liabilities, damages, or claims related to my participation in the activities.

- 8. Members are responsible for the conduct of their guests. Members and their guests shall not reprimand nor discipline any employee of the Community Association. Comments and complaints are to be directed to the Community Association Board of Directors. The Lifestyle Director will inform members or guests of any violation of the rules and regulations of the Community Association, and, when necessary, report such actions to the Board of Directors.

I declare that the terms of this Informed Consent Agreement have been completely read and are fully understood by me, and that if desired I have had the opportunity to consult with an attorney prior to executing it. I am freely and voluntarily executing this Informed Consent, Release and Waiver for the purpose of making a full and final compromise and settlement of any and all claims, disputed or otherwise, related to the facilities and programs described above.

Signature of Resident/Guest \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Signature of Resident/Guest \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

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

In case of emergency, please list a contact that does not reside in your home

**Contact Name:** \_\_\_\_\_ **Phone** \_\_\_\_\_

Relationship to Resident/Guest \_\_\_\_\_