

RULES AND REGULATIONS
OF
THE PRESERVE AT PONTE VEDRA LAKES HOMEOWNERS ASSOCIATION, INC.

May 22, 2023

Pursuant to the authority vested in the Board of Directors of The Preserve at Ponte Vedra Lakes Homeowners Association, Inc. (the “**Association**”) pursuant to the Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions of the Association, as amended and recorded in the public records of St. Johns County, Florida (the “**Declaration**”), the following rules and regulations of the Association (these “**Rules and Regulations**”) have been adopted at the meeting of the Board of Directors held on the date hereof. Capitalized terms used but not defined herein have the meanings set forth in the Declaration. In the event of any conflict between the provisions hereof and the Declaration, the Declaration shall govern.

1. **Enforcement.** The provisions of the Declaration relating to enforcement (including, without limitation, Section 12.4 thereof) are hereby incorporated herein by reference and shall apply with respect to any violation or attempted violation of these Rules and Regulations.
2. **Use of Cul De Sacs for Private Events.**
 - (a) No person or entity other than a Member may use any portion of the Common Property located at each of the Marsh Cove Drive, Whatley Lane or Davin Court cul de sacs (including the open turf space and roadway at each such cul de sac) (collectively, the “**Cul De Sacs**”) for a Private Event. A Member desiring to host a Private Event at a Cul De Sac must contact the Association’s property management company or other authorized designee and reserve the use of the Cul De Sac(s) at least one week in advance of the Private Event. As used herein, a “**Private Event**” means a party or other event with at least 20 individuals in attendance and that is neither (i) hosted by the Association, any of its committees or the Board of Directors nor (ii) open to all Members.
 - (b) The Member(s) hosting a Private Event in a Cul De Sac shall be jointly and severally (i) responsible for cleaning up each Cul De Sac where the Private Event was held as soon as is practicable after the Private Event and (ii) liable for any damage to the Common Property arising from the Private Event.
 - (c) In consideration for hosting a Private Event in a Cul De Sac, each Member hosting the Private Event hereby (i) agrees, on behalf of itself and each of its heirs, personal representatives, family members, invitees, lessees, employees, agents and independent contractors (all of the foregoing collectively, including such Member, the “**Releasors**”), to fully and forever discharge and release the Association, the Board of Directors and their officers, agents and representatives (all of the foregoing collectively, the “**Releasees**”) from any and all claims the Releasors may have or hereinafter have for any injury, disability, death, damage, loss, liability, expense and/or cause of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to the entry upon and use of the Common Property by the Releasors, whether caused by the negligence of any Releasee or by any other reason (the “**Release**”); and (ii) acknowledges and agrees that the Release is intended to be, and is, a complete release of any responsibility of the Releasees for any and all injuries, disability, death, damages, losses, liabilities and/or expenses sustained by the Releasors while on or using the Common Property.

3. **Noise.** The use or operation of loudspeakers, sound amplifiers, microphones, megaphones, horns or musical instruments in the Common Property is not permitted between the hours of 10 p.m. and 6 a.m.
4. **Exterior Lighting.** All exterior landscape lighting (including, without limitation, path lighting and up lighting in trees) (i) in the backyard (other than low voltage lights) and (ii) along the side of a Residence (excluding the front yard) shall be turned off between the hours of 10 p.m. and 6 a.m.
5. **Fireworks.** No fireworks (other than handheld sparklers) may be used in the Property between the hours of 10 p.m. and 6 a.m. except on (i) New Year's Day, January 1, (ii) Independence Day, July 4, or (iii) New Year's Eve, December 31.
6. **Right to Privacy.** No Member or occupant (including their respective family members, invitees, lessees, employees, agents and independent contractors) may publish or disseminate (or cause, permit or encourage any other person or entity to publish or disseminate) on any website, social media, television, radio, book, newspaper, journal or magazine, any photograph, video or audio recording of any person in another Member's Lot without such person's prior written consent.
7. **Temporary Vehicle Parking.** No vessels or motor vehicles (other than cars, minivans, light trucks with four wheels, motorcycles and golf carts, in each case bearing current license and registration tags) may be stored or parked on any portion of the Property (excluding inside of a garage); provided that a single recreation vehicle, camper, truck with more than four wheels or vessel (any of the foregoing, a "**Temporary Vehicle**"), in each case bearing current license and registration tags, may remain parked in the driveway for up to 48 consecutive hours during any 7-day period solely for purposes of cleaning, trip preparation, loading and unloading such Temporary Vehicle (but in no event may any Temporary Vehicle be used for lodging or plumbing purposes).
8. **Amendments and Modifications.** The provisions of the Declaration relating to amendments and modifications of the rules and regulations of the Association (including, without limitation, Section 9.2 thereof) are hereby incorporated herein by reference.