

WILLOWBEND COMMUNITY ASSOCIATION, INC.

A Corporation Not-for-Profit

RULES AND REGULATIONS

Updated JULY 2019

**AUTHORITY**

The authority of the Board of Directors to promulgate rules and regulations is vested in three Willowbend Community Association founding Legal Documents:

- The **Declaration** of Protective Covenants, Conditions and Restrictions (CC&Rs). Section II, Paragraph 2.06, Management Agreement “The Board shall...retain at all times the power to promulgate rules and otherwise determine matters of a non-ministerial character.”
- The **Articles** of Incorporation, Article V, Powers “...the Association shall have the specific power to: ...(c) adopt and amend rules and regulations.”
- The **Bylaws**, Article 6, Powers and Duties of the Board, Paragraph 6.05, Rules and Regulations “...may adopt, amend and rescind reasonable rules and regulations relating to the administration of the Association.”

**PURPOSE**

These Rules and Regulations shall uniformly apply to all homeowners and their tenants including family members, guests and invitees. They have been created to sustain the spirit and intent of this Deed Restricted community and are so constructed for the general good of Willowbend. They help amplify, augment and clarify key elements in our originating Legal Documents and they foster harmony among of all those who fall under the jurisdiction of the Association. They are also a translation of past experiences of governance. Ultimately, they are designed to preserve and enhance community property values.

***Familiarity with and abiding by these Rules and Regulations and the founding Legal Documents on which they are based will allow your Board to focus on serving and enhancing Willowbend rather than on governing it.***

**ENFORCEMENT**

Article 6.02 of the Bylaws empowers the Board to enforce the provisions of the Declarations, the Articles, the Bylaws and these Rules and Regulations. If the Board determines that any homeowner or the tenant, guest or invitee of a homeowner is in violation of these provisions, the Article describes the notification process, the time periods for correction of the violation(s), the limits of the fines that can be levied under the Florida Statutes and the opportunity for a hearing before the Association’s Compliance Committee.

**1.0 Exterior House Modifications and General Appearance**

To ensure that the character and appearance of Willowbend conform to the founding documents that established our original community standards, homeowners are required to provide written notification to the Board and obtain its approval for all alterations, additions and modifications to the exterior of their residences. Failure to comply with the approval process is considered a violation of the Deed Restrictions regardless of whether the alteration, addition or modification conforms to the applicable guidelines.

Requests for all architectural and landscaping changes, additions or modifications are to be submitted to the Property Manager's (PM's) office on an *Architectural Change/Landscaping Request (ACR)* form. Some requests (e.g., a request for removal of a tree on common property) may also require a signed Neighbor Notification Form. Both forms are available via our website [www.willowbendcommunity.com](http://www.willowbendcommunity.com) or at the PM's office.

**NOTE:** The Board will charge a fee of \$50.00 per violation to any homeowner conducting any alterations, additions or modifications to the exterior of their residences without submission of the Architectural Change/Landscaping Request (ACR) form to the PM office for approval of such work **prior** to commencement of work.

### **1.0.1 Express Approval Policy for Routine ACRs**

This "Express" Approval Policy is intended to expedite the approval process for routine ACRs so residents can have approval in a few days rather than weeks.

### **1.0.2 Express Approval for Routine 'Architectural' Change Requests**

The following routine Architectural ACRs can receive "Express Approval":

- Repainting homes in original colors
- Addition of gutters and down spouts
- Replacement of driveways and entrance walks with paver blocks
- Addition of hurricane shutters. See Para. 3.1.

All other Architectural ACRs involving changes, additions or modifications to the home footprint or exterior elevations such as, swimming pools, hot tubs, patios and patio extensions, must have Architectural Review Committee (ARC) recommendation and full Board approval prior to starting the work.

### **1.0.3 Express Approval for Routine 'Landscaping' Change Requests**

The following routine Landscape ACRs can receive "Express Approval":

- Plant, ground cover, shrub, bush (removal, addition, replacement, or relocation) as long as the items are on the landscaping palette.

All other Landscape ACRs must have both ARC recommendation and full Board approval. This includes landscape ACRs involving complete or major landscaping, replacement of plants, shrubs or bushes with sod, the planting items that are not on the palette or any other landscape ACR the committee feels should go to the Board for approval.

### **1.0.4 Express Approval Procedure**

- Property Manager (PM) receives ACR from homeowner and checks information for completion and signature. If incomplete, PM will return form to homeowner for needed information before forwarding form to the ARC members.
- ARC reviews, approves or rejects ACR, signs and returns to PM. **(Express ARC approval requires two signatures—ARC Chair and the Board Liaison's signatures).**
- PM notifies homeowner of approval with any conditions thereof or rejection giving reason for any rejection.

If possible, PM will send the approval via e-mail to the homeowner for more economical and timely notification. The Board will be given a list of Express Landscape and Architectural

ACRs approved at the next monthly Board meeting.

### 1.0.5 Non-Express Approval Procedure

- The homeowner shall deliver the completed form to PM by the third Friday of the month.
- By the fourth Friday of the month, PM shall pass all ACRs to the ARC Chair.
- The Committee shall have until the second Friday of the following month to act on the requests and send their recommendations *by electronic mail* to each Board Director and the PM for their information and review.
- The Committee shall present its report/recommendations at Board meeting on the third Thursday of the month. The Board shall only consider modifications that do not:
  - Encroach on community setbacks and easements;
  - Obstruct ingress or egress to house lots or common areas;
  - Interfere with established drainage systems and patterns;
  - Conflict with the uniform exterior appearance of the community;
  - Otherwise conflict with the CC&Rs (Section III, Use Restrictions, Para. 3.03), Florida Law and these Rules and Regulations.

**1.1 Exterior Colors:** All exterior surfaces including but not limited to doors, trim, house walls, gutters and downspouts, screening, bricks, pavers, roof tiles and driveways shall conform to the provisions of the CC&Rs, Section III, Use Restrictions, Para's. 3.01 and 3.03 (b), and the following:

**1.1.1 ACR Required:** Any changes to the exterior, including re-painting the exterior of the house and/or re-screening of lanais/pool cages, shall require submission of an ACR form for ARC approval. The ACR must list the name of the Painting Company/Contractor, the paint color and the corresponding number for the paint. Also, list what part or parts of the exterior you are painting. No work shall commence without a signed letter or email of approval from the property manager.

**1.1.2 Color of Main Body and Roof:** Your choice of color for the main body of the house or for the roof cannot be the same as the house on either side of your house. Use only paints and the corresponding numbers from the approved paint palette. (See the Willowbend website [www.willowbendcommunity.com](http://www.willowbendcommunity.com) or the Property Manager.)

**1.1.3 Garage and Side Door:** The garage and side door will be painted to match the main body of the house.

**1.1.4 Walls of Lanais or Verandas:** The walls of Lanais or Verandas are to be painted the same color as the main body of the house. Exceptions to this requirement can be made if (a) the color of those walls is on the Willowbend exterior color palette and (b) the color is approved by the ARC committee and/or Board. The decks (floors) of Lanais and Verandas do not need an approved ACR to be painted.

**1.1.5 Painting Sign:** While the painting is in progress, the contractor/vendor may display a company sign in the mulch bed only. The sign must be removed at the end of each workday and permanently removed when the work is completed.

**1.2 Exterior Appearance Issues:** Refer to CC&Rs Para. 3.03 (a)-(s).

**1.2.1 Vehicle Parking.**

**1.2.1.1 :** Privately owned vehicles are to be garaged to the greatest extent possible to enhance community appearance. Due to safety considerations on our narrow community streets, vehicles shall not be parked in other than a driveway or designated parking area except for intermittent and brief periods of time or during occasional social gatherings.

**1.2.1.2 :** Overnight visitor vehicle parking shall only be permitted in the homeowner's driveway. Any overnight street parking is prohibited and subject to the jurisdiction of the Sheriff's Department. Vehicles shall not park within two car lengths (or 30 feet) of mailboxes (Ref. USPS Notice 38, April 2000) or at any time block access to driveways and sidewalks.

**1.2.1.3 :** Overnight parking is not allowed for any commercial vehicle, RV, camper, trailer, boat, golf cart, motorcycle, mobile home or similar vehicle unless approved in writing by the Board.

**1.2.1.4 :** Vehicles of unsightly appearance or in a state of disrepair shall be garaged.

**EXCEPTIONS** to the parking restrictions for overnight parking in any driveway or other parking area (other than a garage) are enumerated in the CC&Rs, Section III, Use Restrictions, Para 3.03(o) and, upon written request to the Property Manager, are permitted, with written approval, by the Board.

**1.2.2 Garage Doors:** Except in temporary situations, garage doors shall be closed when garage access is not in active use.

**1.2.3 Signage, Windows and Exterior Doors:** The prior written consent of the Board is required to place commercial signs or symbols or otherwise treat, tint or apply anything to or in windows and on doors or on any exterior surface (the provisions of Para 1.2.9 excepted). Commercial signage is not allowed at any time excepting "For Sale" and "For Rent" signs - placed in a mulched bed - that conform to a standard design as approved by the Board. The Property Manager should be contacted to gain approved sign vendor information. Such signage is at homeowner's expense and will be promptly removed by the homeowner upon execution of the sale or rental agreement. Also excepted is a small sign near the front door or a decal in the window for a security monitoring company.

**1.2.4 Satellite Antennas:** Consistent with the stipulations of Federal Communications Commission (FCC) regulations, the Board reserves the right to approve the placement of antennas on dwellings so as to insure an unobtrusive location when considering visibility from the front (or street side on corner lots) of the dwelling. Submission of an ACR form for Board approval is required.

**1.2.5 Miscellaneous Items and Equipment:** Recreational equipment such as, but not limited to basketball hoops, kiddie pools, game nets, folding lawn furniture, bicycles, hoses and hose reels, etc. - when not in active use - will be removed and stored appropriately in a place not readily visible from outside the lot or where it might be hazardous to others including contractor personnel and equipment.

**1.2.6 Mailboxes:** Maintenance, repair and replacement of mailboxes and the structures upon which they are affixed are an Association responsibility. Homeowners are responsible for the prompt notification to the Property Manager's Office when mailbox repair or replacement is required and providing the circumstances, if known, that necessitated the action in potential cases of liability for damages.

**1.2.7 Yard Post Lights:** Maintenance, repair and replacement of the post light at the head of the front walkway on each house lot are homeowner responsibilities. This includes the light sensor affixed to the side of each house that controls the on/off cycle of the lamp. The light fixture is provided for safety and aesthetic purposes. Replacement light bulbs shall be a white, 13-watt output (60-watt equivalent) 8000-hour compact fluorescent bulb or LED. This bulb or its close equivalent in color, type and wattage is to be the standard replacement bulb. Holiday display of a colored bulb other than white is permissible providing the display is limited to the period indicated in paragraph 1.2.9 below.

**1.2.8 Flags:** Any homeowner may display one portable, removable, United States flag or official flag of the State of Florida in a respectful manner consistent with Title 36 U.S.C.10 at any time; the same applies for United States military flags as referenced in Section 720.304 (2), Florida Statutes. If flown after sunset, the National Flag shall be illuminated. Fixed flagpoles on the grounds of a lot, in the mulch bed and no higher than 20 feet, are permitted, subject to the exceptions contained within Section 720.304 (2)(b) Florida Statutes whereas a bracket for the purpose of displaying a flag may be attached to the exterior of the dwelling unit.

Submission of an ACR for Board approval for the fixed flagpole and light is required. The homeowner will be held responsible for any lightning damage to their or any surrounding property.

**1.2.9 Holiday Decorations:** Exterior decorations specific to a holiday may not be displayed more than 30 days before or more than 14 days after the holiday date or period. Decorations may be attached to the house or installed within the mulched areas adjacent to the front of the dwelling. Displays, electrical wiring and tie-downs etc. shall not be placed in or across sodded areas. Consideration of neighbors and access by contractors should be exercised when decorating for any occasion. Avoid a decorative display that, in the opinion of the Board, could be considered an attractive nuisance.

**1.2.10 Energy Devices:** Under Florida law (S163.04), Deed Restrictions cannot prohibit energy devices designed to operate on renewable resources. However, the Association can influence the location and visibility of such devices to the extent reasonably practical and consistent with the system's operational efficiency and without increasing the installation cost. Submission of an ACR form for Board approval is required.

**1.2.11 Trash, Waste, Recycling and Yard Waste Receptacles:** Household trash and organic waste shall be placed in solid containers with sealable/secure covers to minimize attraction and disturbance by rodents and other animals. Curbside placement of receptacles and recycling containers shall not be earlier than 6 p.m. before the day of scheduled pick-up. Once emptied, all shall be retrieved and stored inside the dwelling as soon as possible after collection. Florida law prohibits disposal of yard waste in lined/sanitary landfills. Yard waste is not to be commingled with household solid waste but shall

be placed separately at curbside for pick-up. Place yard waste at the end of the driveway opposite solid waste containers.

**1.3 Gutters and Downspouts:** New installation or replacement of existing gutters and downspouts requires an ACR form for ARC approval.

**1.3.1 Roof Cleaning:** Each roof shall be cleaned no later than **30** days after the 3-year anniversary of its previous cleaning. If some roofs become soiled sooner, owners have the option, to clean their roof before the next cycle. **An ACR form for roof cleaning is not needed. However,** after the roof has been cleaned, **a copy of the vendor's paid invoice showing that the roof has been cleaned shall be sent to the Property Manager for updating your account** with the date of the cleaning to show compliance. It is strongly recommended that Soft wash biodegradable products are to be used for this process. Chlorine or bleach should not be used. Homeowners must be aware that they (or their vendor) are responsible for any damage done to their landscaping plants or those of their neighbors.

Recommended cleaning procedures and soft wash contractor information are on the "Information & News for the Community" page on the Willowbend web site [www.willowbendcommunity.com](http://www.willowbendcommunity.com) to guide homeowners in this process.

**2.0 Landscaping and Irrigation:** One of the main features of this Deed Restricted community is that landscaping and irrigation services are provided maintenance free. Thus, all related basic maintenance, repairs and modifications on house lots and common areas are administrated by the Association and funded by homeowner fees (CC&Rs, Para. 3.04, Maintenance Provisions). Willowbend, as the State's first *Florida Yards and Neighborhoods Community*, embraces guidelines and methodologies that support the principles of the FYN program. Among the following rules, 2.1 through 2.4 are designed to insure only Florida-friendly plantings that require little irrigation and fertilizer, are low maintenance and attract wildlife are used. Rule 2.5 is to insure a uniform exterior appearance that maintains the character of the Community and protects and enhances property values.

**2.1 Alterations:** Homeowners may not alter the landscape or irrigation systems on house lots or common areas without Board approval. Requests for changes, additions and modifications must be forwarded through the Property Manager to the Board via an *Architectural/Landscape Change Request (ACR)* form available at our website [www.willowbendcommunity.com](http://www.willowbendcommunity.com) or the Property Manager's office. (See Para. 1.0.)

**2.2 Irrigation System:** The Association shall control the irrigation system throughout the entire community. No owner/resident is permitted to adjust, modify or otherwise tamper with the locked residential irrigation controller mounted on the house exterior or any related irrigation appurtenances on the house lot. Willowbend must conform to the County's Water Efficient Landscaping Regulations. Therefore, unauthorized tampering may be subject to both County penalties and Association fines. Fines levied against residents may include, but not be limited to, contractor costs to re-set and/or repair the system, incidental excess water consumption charges, added wear and tear on water well equipment and plant/turf replacement costs, etc.

## **2.3 Purchases and Installation of Plants, Shrubs, and Trees.**

**2.3.1 Mulch:** Only pine bark, pine straw and organic recycled mulch are allowed in the community. Small river rock in a neutral color is allowed in the mulched area of the entryway.

**2.3.2 Plantings:** All plantings outside the perimeter of each residence and its pool/lanai enclosure, whether they are new or replacements for existing plants, shrubs, and trees require the prior approval of the Board via the ARC process. (Para 1.0). This includes removal, relocation and replacement of like with like including but not limited to replacement of environmentally damaged plantings such as frost damaged plants. No plant, shrub, or trees may be installed in these areas that are not consistent with the "Florida Yards and Neighborhoods Program" guidelines found on the Willowbend website ([www.willowbendcommunity.com](http://www.willowbendcommunity.com)). Violation of the ARC process and/or installation of non-approved plantings could result in the plants' removal by Willowbend Board providers. The violator will be charged a fee of \$50.00 and will be responsible for any additional Board costs incurred for violation remediation. The purchase, installation and maintenance of all plantings interior to the house or screened area are the responsibility of the occupant.

**2.3.3 Annuals:** Residents may plant annuals in pots or mulched beds adjacent to the front of the home or in mulched beds adjacent to the screened enclosure. Plants must not overhang sodded areas or interfere with the activities of the landscape provider. Annuals will not be maintained by the maintenance provider and are the responsibility of the Homeowner. **Refer to Section 2.5.2 for restrictions on pots.**

**2.4 Fruit Trees:** Residents are not allowed to plant or place in containers fruit or citrus trees on the house lots or common areas. Such trees attract rodents and insects and are susceptible to canker and other plant diseases. After written notice, the Association reserves the right to remove such plants from the lot exterior at homeowner's expense. Exception is made for such trees only if they are kept strictly inside the screened lanai portion of the dwelling.

## **2.5 Yard Ornamentation.**

**2.5.1 Rocks:** Board approval via an ACR form is required for placement of a maximum of five (5) rocks, not exceeding 36 inches on any one dimension, on house lots where the rocks are visible from the street. Rocks will not be permitted on any common areas, including but not limited to, any area between a sidewalk and street, or on any roadside easement, lake bank or preserve area. Since they will impede movement of mowing equipment, rocks shall not be placed on turf grass. No rocks are permitted between houses since there is the possibility they may affect the free flow of run-off from the lot(s) and impede contractor access.

**2.5.2 Flower and Plant Pots/Vases:** Such items may be placed:

- In mulched beds directly in front of the house i.e. in the mulch bed on the house side of the band of turf grass;
- On paved, personal access areas such as walkways, driveways or front door entry areas;
- In mulch beds in the rear of the house within lot lines;
- Within the screened lanai/pool cage portion of the house. All such flowers and plants are strictly the responsibility of the resident for their proper and regular care.
- **The total of all potting items is limited to three per lot**

**2.5.3 Other Ornamental Items:** Such items including, but not limited to statues, benches, fountains, decorative yard art and flags, bird baths, lawn furniture, bird feeders, etc. are NOT allowed in any mulched area in the front or sides of a residence where they are visible from the street or in/on any common area. Such items are allowed directly in the area under the roof of the entryway.

**2.5.4 Landscape Lighting:** Such lighting, commonly including low voltage and solar types, is permitted only upon submission of an ACR form to the Board for approval. The Board reserves the authority to control quantity, design and placement of such lighting. Homeowner landscape lighting is not allowed in any common areas.

***NOTE: ITEMS COVERED UNDER THIS YARD ORNAMENTATION PARAGRAPH (2.5) MAY BECOME FLYING OBJECTS IN THE HEAVY WINDS THAT ARE COMMON IN FLORIDA'S TROPICAL STORMS AND OCCUR DURING HURRICANES. PLEASE BE ATTENTIVE TO THIS SAFETY CONCERN AT ALL TIMES.***

### **3.0 Storm and Hurricane Protection.**

For homeowners who wish to protect their dwelling, the installation and removal of hurricane/storm shutters and other protective applications shall be governed as follows.

**3.1 Protection During the Hurricane Season:** From **JUNE 1 through NOVEMBER 30** (the generally accepted hurricane season) hurricane/storm shutters and other protective applications may be installed on any residence provided the protective package has been previously submitted to the Architectural Review Committee (ARC) and subsequently approved by the Board. The shutters or other protective applications, subject to Board approval, shall be one or a combination of the following materials:

- Clear, wind and impact resistant panels
- Metal panels, e.g. accordion, roll-down, or corrugated, with a finished surface as applied by the panel manufacturer and compatible with the house body color (white not allowed)
- Metal or wood panels painted by the homeowner to match the house body color (white not allowed)
- Wind resistant mesh panels made from heavy-duty storm fabric
- Clear, hurricane or safety protective window films/glass.

**3.2 Imminent Storm/Hurricane Protection (Temporary Install Without Board Approval):** When the threat of a hurricane or tropical storm is imminent, hurricane/storm shutters may be installed and other storm precautions may be taken to protect the residence without prior Board approval **but such measures shall be only temporary in nature**. Choice of materials and finishes is at homeowner discretion. Homeowners are allowed to take action to protect their dwelling as soon as the National Weather Service announces that Sarasota County is in the “cone of probability” which is normally announced from 96 hours to five (5) days in advance of an event. All such shutters and other exterior alterations or additions installed as a storm precaution shall be promptly **removed within 14 days** after the watch/warning is terminated.

**3.3 Non-Storm Related Deployment/Use:** Storm protective applications shall not be used for non-storm related purposes e.g. sun protection, security during absences, etc. or for any other non-tropical storm or non- hurricane watch/warning periods or purposes.



#### **4.0 Pets**

No animals shall be kept on the house lot other than dogs and cats and other domestic pets normally kept inside a residence. Residents can direct nuisance complaints to the Sarasota County Sheriff's Office Animal Services Section at 941-861-9500. Refer to [www.willowbendcommunity.com/phone-numbers-links](http://www.willowbendcommunity.com/phone-numbers-links). The pertinent Chapter 14, Animals, and Article II, Animal Control, of the County Ordinance are found at [http://www.animallaw.info/statutes/stusflodmiamidadecounty\\_sarasota.htm#sarasota](http://www.animallaw.info/statutes/stusflodmiamidadecounty_sarasota.htm#sarasota)

**4.1 Leashing Pets:** Since the Association is dependent on unrestricted access for landscape, irrigation and other contractor personnel and equipment, pets will be leashed at all times when outdoors. Unleashed pets are also subject to the jurisdiction of County authorities.

**4.2 Pet Owner Clean up:** Residents and guests are required to clean up after pets regardless of location throughout the community. This is both a sanitary and aesthetic concern for residents and guests and also as a courtesy to the Association's and resident-invited contractor personnel. A further courtesy is to restrain pets from despoiling the property of fellow homeowners.

**4.3 Pet Barking:** The CC&Rs 3.03 (d) address the nuisance factor caused by objectionable noises emanating from house lots. This includes barking, howling and whining dogs, including those times when the pet owner is absent from the house leaving behind unattended animals. In the sole opinion of the Board, such noises may be declared a nuisance and are additionally subject to enforcement by County authorities.

**4.4 Dangerous Pets:** If a pet within the community is declared "dangerous" by the Sarasota County Animal Services or by any other law enforcement agency, pursuant to Section 767.12 of the Florida Statutes or such equivalent designation is made pursuant to any other federal, state or local statutory authority, the owner or tenant or other occupant shall remove the pet from the Willowbend community no later than 60 days following such determination. Thereafter, for each day the pet remains in the community, the homeowner will incur a fine of \$100.00 per day, for a total amount not to exceed \$5,000.00 (Assoc. ByLaws 6.02.01).

#### **5.0 Recreational Center and Exterior Recreational Facilities**

These facilities are available to all residents, family members and guests. Facilities include a covered dining and kitchen area, gas grills, workout room, heated swimming pool and spa, restrooms, tot lot/play area, lighted basketball/pickle-ball court and a gazebo with picnic tables. A second gazebo is located at the intersection of Crane Prairie Way and Luminary Boulevard. Community green spaces are not included herein.

**5.1 Access:** A special coded fob, which cannot be duplicated, allows entry to the gated entrance, workout room and restrooms in the Center. The Property Manager will issue two fobs to each homeowner or tenant at no cost. One additional fob per household is available at a cost of \$25.00. Replacement of a lost fob costs \$75.00 and requires identification. All coded fobs must be returned to the Property Manager upon termination of residency.

**5.2 Bulletin Board:** An unlocked, Homeowner Activities bulletin board is provided inside the Center's entrance for use by residents. Notices are to be limited to a single, dated, 3x5 card and removed within 30 days of the initial posting date.

**5.3 Reservations for Special/Private Events:** Reservation requests may be submitted to the Property Manager to reserve, for exclusive use, the kitchen and adjoining covered picnic area, both gas grills, and all but one of the round tables surrounding the pool deck. The "exclusive use" must not interfere with or place limitations on others who are using the pool, spa, workout room or restrooms, etc. A Recreational Center Reservation Request form available from the Property Manager's office or at our website [www.willowbendcommunity.com](http://www.willowbendcommunity.com) must be accompanied by a \$100 deposit and be submitted at least seven (7) days prior to the event. The deposit is refunded if the requester/host fully complies with the responsibilities stipulated on the request form. Costs associated with the failure to do so will be charged to the resident or homeowner of record. An adult resident must be in attendance at all times during the event. A Notice of Reservation, provided by the Property Manager, will be posted on the Activities bulletin board by the requester/host a minimum of 48 hrs. before the event.

#### **5.4 Facility Rules.**

NOTE: Persons using the Recreational Center/Exterior Facilities do so at their own risk.

1. Only Homeowners or leaseholders or guests and family of Homeowners or leaseholders are allowed in the recreational area.
2. Pool, spa and workout room hours are from 5:00 a.m. to 10:00 p.m. daily; the entire recreation facility is closed from 10:00 p.m. to 5:00 a.m.
3. Children under the age of 16 are allowed in the pool or spa only with adult supervision; children between the ages of 12 to 16 are allowed in the workout room only with adult supervision in the room at all times. No children under the age of 12 are allowed in the workout room.
4. Since no lifeguard is on duty, residents and guests swim at their own risk.
5. No diving, running or jumping into the pool or spa.
6. Please use the outdoor shower before entering the pool or spa.
7. Suitable swimwear is required.
8. Infants and toddlers must wear double swim diapers in or around the pool or spa.
9. Persons with communicable diseases, open cuts, sores or wounds are not permitted in the pool or spa.
10. Nothing is to be put in the pool or spa water (no drinks, soap, shampoo, powder, liquid etc.).
11. No bikes, scooters, skateboards or other such equipment are permitted inside the Center or on the basketball/pickleball court; skateboards are not allowed in the parking lot or adjoining pavements.
12. No pool furniture or association property is to be removed from the Center.
13. Aquatic equipment/floats, etc. that interfere with unobstructed use by others are not permitted in the pool or spa.
14. No pets are permitted within the Center.
15. Glass containers are prohibited from all the recreational facilities.
16. The dining and kitchen area and gas grills must be cleaned after use; grill users must provide a steel brush for cleanup.
17. Food is not permitted in the workout room.

18. The workout room is a temperature-controlled environment so the doors and windows must be kept closed at all times.
19. Use of equipment is limited to one apparatus at a time. Towels, water bottles or other items must not be used to deter others from using unoccupied equipment or space.
20. TV channel selection is on a first come/first served basis. Volume control is determined by the majority. Please be considerate of others when setting the volume level.
21. Turn off the TV and lights in the workout room upon completing your workout i.e. apply the 'Last One Out' rule.
22. Keep bathroom windows and doors closed and locked.
23. The basketball/pickleball lights are inoperable after 10:00 p.m.; the gazebos and the tot lot/play area are not to be used after 10:00 p.m.
24. Use of the tot lot/play area immediately adjacent to the Recreational Center by children under nine (9) years of age shall require adult supervision.
25. Users of the gazebos, tot lot/play area and basketball/pickleball court must remove their trash from these areas as no receptacles are provided.
26. Selected areas of the Recreational Center may be reserved for a private event by submitting a request to the property manager. A "Recreational Center Reservation Request" form is available on the website or at the Property Manager's office. A leaseholder or homeowner must apply and receive prior approval for **any function with 8 or more nonresidents present** and must be present during the entire function.
27. Report any unruly conduct or vandalism to the Sheriff's Dept. (Non-Emergency: 941-316-1201) and as soon thereafter as reasonably possible report the incident to the Property Manager. For Emergencies dial 911.
28. The poolside telephone is for emergency use only.
29. Residents must keep noise at a reasonable level and be considerate of other residents and guests.

## **6.0 Sale, Transfer or Lease.**

Per Para. 3.06 of the CC&Rs (Section III, Use Restrictions), whenever a dwelling is sold, transferred or leased, the homeowner must notify the Board with the name of the new owner or tenant along with the closing date of the sale or start date of the lease. A *Notification of Sale, Lease or Transfer* form is provided at our website [www.willowbendcommunity.com](http://www.willowbendcommunity.com) or is available at the Property Manager's office. A house cannot be leased for less than a three-month term and more often than twice in a calendar year. All lessees and occupants shall be subject to all the Community's Use Restrictions and the Rules and Regulations as set forth herein.