

## WILLOUGHBY ESTATES & TOWNHOMES HOMEOWNERS' ASSOCIATION

C/O Capital Realty Advisors, Inc.,  
600 Sandtree Drive, Suite 109, Palm Beach Gardens, FL 33403  
561.624-5888 Fax: 561.624-5827

Dear Willoughby Owner, [*Keep a copy of the complete Lease Application that is submitted to CRA*]

**LEASE APPLICATION REQUIREMENTS: All questions must be answered & an Interview is Required for Tenant Approval. **Page 11 to be signed by Applicant and Board Member at the required Interview.****

**SPECIAL NOTICE:** Willoughby Farms homes SHALL **NOT** be leased for 2 years from purchase. The maximum number of homes that are allowed to be leased in the Townhomes HOA is 22%, 26 homes, and in the Estates HOA is 10%, 16 homes. When these numbers of homes have been reached, owners wishing to lease their home must advise management in writing that they wish to be on the association's 'Waiting List' to lease their home. *Willoughby Farms 'Lease Waiting List' procedure policy available upon request.*

1. All assessments must be current.
2. Submit the completed lease application. Do not leave blank spaces.
3. Submit a check for \$100.00 made payable to the correct association for the application fee.
4. Submit a check for \$75.00 for background/credit check for each adult age 18 or older.
5. A Security Deposit in the amount of \$1,000.00 is required from **the Owner** payable to the HOA.
6. Submit a legible copy of the lease, AND the lease **must contain the following Language** in the document or as a separate attached addendum page signed by both tenants and owner.

**A.** *"The Association, Willoughby Estates or Willoughby Townhomes (use the correct association name in Lease) shall have the right to terminate the lease at my cost upon default by tenant in observing any of the provisions of the Declaration, Articles of Incorporation, Bylaws, Rules & Regulations or Master Documents, and any applicable rules duly adopted by the Board of Directors of Sub-Association and/or the Master Association in the future."*

**B.** *"In the event that the homeowner (landlord) defaults with the assessments or any momentary obligation to the Association, the Association shall have the right to collect all rental payments due to the homeowner (landlord) and apply the same against the unpaid obligation until current. Fines for non-compliance of Rules and Regulations by tenant may also be apply."*

**C.** *The names of all occupants **MUST** appear on the lease. AND*

**D.** *No lease can be for less than a twelve (12) month period.*

7. Submit a COPY OF DRIVERS LICENSE of EACH prospective tenant and occupants.
8. A picture and veterinarian's certificate for any pets that will reside in the unit
9. The prospective tenant(s)/occupant(s) **MUST** complete an INTERVIEW with the association or the management company and sign an affidavit acknowledging agreement to comply with the community rules and regulations. [*see pages 6 through 10 Rules Acknowledgement*]
10. All owners must provide a copy of the Association's Rules & Regulations to the tenants.
11. The Owner **must allow 15 business days from receipt by the management company** of the complete application package for the interview to be scheduled & before approval is considered.

**WRITTEN APPROVAL** from the Association is required **BEFORE** the prospective tenant(s) can occupy the residence. Violation will require the prospective tenant to move, future denial of their application and may result in Fines being imposed on the homeowner in violation.

**NOTE: OWNERS ARE RESPONSIBLE for the actions of their tenants** and owners are also subject to Fines for violations of the Association Documents and/or the Rules & Regulations by their tenant or their guests.

**NO APPROVALS ARE GIVEN WITHOUT AN INTERVIEW.**

**RETURN COMPLETED APPLICATION PACKAGE TO:** Willoughby Farms HOA, C/O Capital Realty Advisors, Inc.  
600 Sandtree Dr. Suite 109, Palm Beach Gardens, FL 33403

**All items required to be submitted must come in together with the Application, if incomplete, it will be returned.**

**PRESENT OWNER INFORMATION** [all information must be printed and readable]

**Willoughby Address:** \_\_\_\_\_

**Name of Owner:** \_\_\_\_\_

**Address of Owner:** \_\_\_\_\_

**Owner Phone Number:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**APPLICANT(S) INFORMATION:**

\_\_\_ Check here if lessee is an active member of the military service.

Information regarding each person to live in the unit. (Including children)

Name [Print – Must be readable]	Social Security Number	Date of Birth
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

Use a separate sheet of paper for information regarding all additional residents, as needed.

**Applicant's Present Phone Number :**(\_\_\_\_) \_\_\_\_\_ **Cell:** (\_\_\_\_) \_\_\_\_\_

**Note: Please provide the information requested below for any additional Applicants on separate pages.**

**PETS:** YES \_\_\_\_\_ NO \_\_\_\_\_

Note: (No exotic pets are allowed). **A picture of pet(s) must be included for identification purposes and an up to date rabies certification and expected mature weight from a veterinarian must be submitted. DO NOT TURN IN THE APPLICATION WITHOUT PICTURE & CERTIFICATE.**

Name	Age	Color	Weight	Breed
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**LICENSED DRIVERS: To be residing in the community:**

Name:1. \_\_\_\_\_ Lic. no. \_\_\_\_\_ State: \_\_\_\_\_

Name:2. \_\_\_\_\_ Lic no. \_\_\_\_\_ State: \_\_\_\_\_

Name:3. \_\_\_\_\_ Lic no. \_\_\_\_\_ State: \_\_\_\_\_

Name 4. \_\_\_\_\_ Lic no. \_\_\_\_\_ State: \_\_\_\_\_

\_\_\_\_\_

**VIOLATING VEHICLES MAY BE TOWED WITHOUT NOTICE: NO commercial or recreational vehicles, box trucks, vehicles with writing, boats, canoes, or trailers allowed.**

- *Vehicles parked in 'No Parking – Towing Zones' anytime, on the street between MIDNIGHT and 6:00 am, or directly across from another vehicle may be towed at owner's expense. Fines may also be Levied.*

**LIST VEHICLES TO BE PARKED AT THE HOME:**

Make of Vehicle	Model	License Number	Color	State
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**PERSONAL REFERENCES:** [Do not list relatives]

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

**RESIDENCE HISTORY:** *If less than 5 years, provide previous residence information on separate sheet*

Previous Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

I/We have \_\_\_ owned or \_\_\_ rented this home for (give length of time) \_\_\_\_\_

Name of Landlord or Mortgage holder: \_\_\_\_\_

Address of Landlord of Mortgage holder: \_\_\_\_\_ Phone: \_\_\_\_\_

**BANK & CREDIT REFERENCES:**

Bank: 1. \_\_\_\_\_ 2. \_\_\_\_\_

Phone: 1. \_\_\_\_\_ 2. \_\_\_\_\_

Address: 1. \_\_\_\_\_ 2. \_\_\_\_\_

Acct.#: 1. \_\_\_\_\_ 2. \_\_\_\_\_

**WORK HISTORY:** Applicants 1. and 2. [Provide information on other adults Applicants on separate pg.

*If less than 5 years, provide the additional previous employer information on a separate page.*

Employer: 1. \_\_\_\_\_ 2. \_\_\_\_\_

Phone: 1. \_\_\_\_\_ 2. \_\_\_\_\_

Address: 1. \_\_\_\_\_ 2. \_\_\_\_\_

Position 1. \_\_\_\_\_ 2. \_\_\_\_\_

Supervisor: 1. \_\_\_\_\_ 2. \_\_\_\_\_

Emp' Dates: 1. From \_\_\_\_\_ To \_\_\_\_\_ 2. From \_\_\_\_\_ To \_\_\_\_\_

Reason Left: 1. \_\_\_\_\_ 2. \_\_\_\_\_

**EMERGENCY CONTACT INFO:** \_\_\_\_\_

**CRIMINAL BACKGROUND:**

I understand a Nationwide Law Enforcement investigation is required and will be done.

Have you [or other applicant] ever been convicted of a state or federal offense? \_\_\_\_\_ Yes \_\_\_\_\_ No

Have you [or other applicant] ever been convicted of a felony in the past 7 years? \_\_\_\_\_ Yes \_\_\_\_\_ No

Are you [or other applicant] presently awaiting trial on any criminal offense? \_\_\_\_\_ Yes \_\_\_\_\_ No

**If Yes** to any of the above, give Applicant's name, dates, name of court, and details of conviction on a separate sheet of paper.

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Applicant 1.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Print Name of Applicant 2.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Print Name of Applicant 3.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Signature of Witness

=====  
**Applicant Acknowledgement & Certification**

By my signature below, I agree to the below and hereby certify: Signature at Interview on page 10.

**That upon written demand from the Association I agree to forward all rent payments to the Association until the unit owner's maintenance account is current and I understand that failure on my part to forward the rent to the Association will result in eviction from the unit and termination of the Lease.** I understand that the Landlord will have no recourse against me per Florida Statutes, **and**

1. That I/We have received, read, understand and agree to abide by the Rules & Regulations [also Association Documents if buyer Applicant] of the Association.
2. That all of the information contained in this application is true and complete and **I/We give my/our permission for a nationwide Law Enforcement Background investigation and credit history verification.**
3. That I/We understand and agree that False or Misleading information given in this application constitutes grounds for rejection of this application and revocation of my right to reside on this property.
4. That the unit Leased may not be leased or sub-leased without the written approval of the Association.
5. That no persons other than those shown on this application will reside in the unit and I/We agree that anyone moving into the unit at a later date will be registered with the Association and a background investigation done at the applicant's expense.

**Signature of Applicant 1:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Applicant 2:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Witness:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Owner Acknowledgement & Certification**

**By my signature below, I/We hereby certify and understand that we may not be able to lease our home if a lease is allowed to lapse and before a 'Renewal' will be approved, all violations must be corrected and any funds owed the Association must be paid in full and monthly fees up to date:**

ALSO:

1. That I have provided these potential residents a true and complete copy of the Rules & Regulations and [also Association Documents to buyer Applicant].
2. That the information contained in this application is true and accurate to the best of my knowledge.
3. That a copy of the actual lease agreement is attached, and that there are no other agreements concerning this lease.
4. That the unit owner is responsible for any and all costs related to damages to community property and/or violation of the Documents and/or Rules & Regulations of Association and that these costs include actual damages and all costs and fees paid the Association's attorney as may relate to the owner's tenant and/or the guests of such tenant.
5. That I understand and agree that in the event that I, the homeowner (landlord), defaults with any charges or assessments due at any time, the Willoughby Farms Sub-Associations shall have the right to collect all rents due from the tenant until my account is current and that the Association has the right to evict the Tenant if the rents are not forward to the Association, as per 2011 Florida Statute.
6. **That I understand that I must submit a Lease Renewal form showing update tenant information at the end of this lease if the same person(s) stays in the unit and an executed copy of the lease.**

I/We hereby authorize the association to evict a tenant at my expense in any case where my tenant ignores a Rent Demand Notice or fails to abide by the Documents and/or Rules & Regulations of this Association.

I/We understand and agree to pay any fines issued by the Association's Compliance Committee for violations of the Association's Documents or Rules & Regulations. *[see pages 6 through 10]*

**Signature of Owner:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Co-Owner:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Witness:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**BELOW FOR OFFICE USE:**

Confirm Unit Address number: \_\_\_\_\_ **LEASE: APPROVED** [  ] **DENIED** [  ]

**Lease Start Date:** \_\_\_\_\_ **End Date:** \_\_\_\_\_

**REASON DENIED:**  
\_\_\_\_\_  
\_\_\_\_\_

**Board of Directors Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**NOTE: Interviewer and Tenant Must also sign page 11, these RULES must stay with the Lease Application.**

# WILLOUGHBY FARMS

## RULES & REGULATIONS

Use Restrictions per the Governing Documents or Adopted by the Board of Directors.

**The Estates and Townhomes Governing Documents have specific rules called “Use Restrictions”. They are found in Article IX, of pages 12-13 of the respective Declarations. We are summarizing below the Use Restrictions for both Estates and Townhomes. If there are questions as to the interpretation of the Use Restrictions, the Governing Documents will prevail.**

1. NO Lot can be used for anything other than residential purposes, i.e. no home-based business. No building other than a Home is allowed on any Lot.
2. NO temporary structure, shed, trailer, shack or other out-building can be used on your Lot or attached to the residence.
3. NO noxious or offensive activity is allowed on any Lot, or anything that may be an annoyance or nuisance to the neighborhood.
4. NO animals, livestock, or poultry of any kind are allowed, except for (2) household pets in total (dogs, cats or other household pets, provided they're not for breeding or any commercial purpose). Pets must be on a leash at all times. Owners must promptly remove their pet's waste and dispose of it in a proper receptacle.
5. NO signs are permitted on any Lot, except for one (1) sign, 18 in. x 24 in. advertising the property for Sale or Rent.
6. NO trash shall be allowed to accumulate on any Lot. Trash cans and recycling bins shall be placed at curbside the night before scheduled pick-up dates and shall be removed by the end of the pick-up date. ALL trash, waste or other garbage must be in covered containers and out of sight.
7. NO garments, rugs, or anything else shall be hung, exposed or dusted from windows or the front door. Outside clotheslines or drying facilities are prohibited.
8. NO parking is allowed on any portion of the sidewalks or grass anytime, and streets between mid-night and 6:00 am. NO commercial vehicles, trailers, recreational vehicles, boats, canoes, or boat trailers are allowed, except that they may park on the property while performing service during the day.
9. NO septic tanks or individual wells are permitted on any Lot.
10. NO garage may be improved to make it a living area. Garage doors may not be removed. Replacement garage doors must be previously approved in writing by the Board of Directors.
11. NO external window covering, reflective film or other covering is allowed (in the interior or exterior), unless previously approved in writing by the Board of Directors.
12. NO flags or banners of any type may be attached to a homeowner's unit, except 1 U.S.A. flag, 1 State of Florida flag, etc. (max size is 41/2 ft by 6 ft). Rule in the Governing Document superseded by 2004 amendment to FL Statutes 720.304(2) regarding flags.

Rev 7/2004

### Other Rules & Regulations

The Master, Estates and Townhomes Boards have approved these Rules & Regulations.

13. Pets: Palm Beach County ordinances require all dogs / cats to be on a leash. Failure to leash your pet, clean up and remove your pet's waste is inconsiderate of your neighbors, a health hazard and a violation of the Governing Documents.

14. Signs on Common Areas: NO homeowner signs are allowed on Common Areas without prior approval from the respective Board. Please contact the Property Manager.
15. Basketball Hoops: ONLY portable type basketball hoops are allowed. When not in use, portable basketball hoops should be placed against the garage. NO basketball hoops may be attached to any Unit or permanently installed anywhere on the owners lot.
16. Hurricane Rules: Hurricane panels/shutters may be put up as soon as there is an official announcement of a Hurricane Watch. However, the hurricane panels/shutters must be removed within 14 days after all hurricane advisories are officially cancelled.
17. Garage Sales: No more than twice a year, there will be a Community Garage Sale, The Master Board will advertise in the newspaper. The entrance gates will be open for part of the day. Community volunteers will manage this in coordination with the Property Manager.

Individual garage sales are not permitted. Strangers drive around without any supervision and there has been a lot of damage to the gates.

18. Canals: NO waste of any kind may be disposed of in the canals.
19. Lakes: It is prohibited to remove or draw water from the lakes.  
It is prohibited to remove aquatic or shoreline plants from the lakes.  
See Article 4.D.9.B.1.d of the Unified Land Development code of Palm Beach County.  
**NO swimming, boating, canoeing, jet skis or fishing is allowed.**
20. Trees: NO planted fruit trees or planted vegetables are allowed.
21. Only legal street vehicles are permitted. However, Go-Carts, Go-Peds and Golf Carts are prohibited, except for the Master Association golf cart used for property management.
22. Parking in the Community: Enforcement of parking rules in the Governing Documents or approved by the Board of Directors is ongoing. Vehicles parked between posted signs on the street in **'NO PARKING TOWING ZONES' any time** and/or on the street anywhere between mid-night and 6:00 am or the grass anytime may be towed at the owner's expense. Vehicles may not park on or block the sidewalk at any time or park directly across from another car. Vehicles may not be stored in the Clubhouse parking lot and must be moved daily.
23. Gate System: Homeowners, families or their guest(s) obstructing or damaging the operation of the gate system will be responsible for repair costs incurred and may be subject to legal action. Tailgating another vehicle is not allowed at any time and is a VIOLATION. Please contact the Property Manager at the Clubhouse to purchase Remote gate openers. See schedule on front door of Clubhouse for time to pick up. ALL New Residents must Register with Envera Security for Guest Monitoring and to receive remote access thru residents gates.
24. Seasonal Lights: May be put up 30 days prior to a holiday and must be removed within **2 weeks** after the holiday.
25. Preserve Area: NO playing in the preserve area behind the Clubhouse is allowed. NO pesticide or chemicals are to be used in the preserve area.
26. Leases/Rentals: Article XIV of the Declaration of each Sub-Association specifically governs Leases. What follows is only a summary. Obviously, any difference in interpretation, the Governing Documents will prevail.  
**HOMES MAY NOT BE LEASED IN WILLOUGHBY FARMS FOR TWO(2) YEARS AFTER PURCHASED**  
**Estates HOA homes may not be leased for two years after purchase and a maximum of 10%, 16 homes may be leased. Townhomes HOA homes may not be leased for two years after purchased and the maximum number of homes that are allowed to be leased is 22%, 26 homes.** *See no.31 'Waiting list' summary..*

**No lease will be approved for less than one (1) year.** All Leases must be in writing, must be approved in writing by the respective Sub-Association and contain a provision that the Sub-Association may terminate the Lease upon default by the tenant in observing any provisions of the Governing Documents. The Sub-Association will require an interview with the prospective tenant and a \$100.00 application fee plus \$75.00 for each person on the lease over 18 years old for a Law Enforcement Background and Credit check of each. The Sub-Associations have instituted a requirement that a Security Deposit of \$1,000 from the homeowner must be held in Escrow with the Sub-Association, to pay for any damages caused by the tenant.

**Number 26. Continued:**

Homeowners who violate this requirement may be turned over to the association attorney for non-compliance. Prior written approval for a lease is not required ONLY if the Unit is owned by an institutional mortgage holder which has title to the Lot through foreclosure or deed in lieu of foreclosure. Homeowners must contact the Property Manager regarding any Leases.

27. **Sales:** Each purchaser upon conveyance of title at Closing must pay a \$500.00 Capital Contribution to the Master and \$150.00 to the sub-association. See Amendments to the Master Declaration. Sellers are responsible for providing the purchaser with copies of the Governing Documents and the Community Rules & Regulations. Extra copies may be purchased through the Property Manager. Homeowners must contact the Property Manager regarding any Sales.
28. **Unit Identity & Envera Security Registration Forms:** For the benefit and welfare of all our residents and in case of emergency, all homeowners must have the completed forms on file with the Master. New homeowners must fax a copy of their Closing Statement or Warranty Deed (issued by the Title Co. for the purchase of the Unit) to the Property Manager. Without a properly completed Unit Identity Form, homeowners cannot be added to the Owner Of Record List, the Guest Gate Entry System, obtain keys to Common Area facilities, obtain Remote Gate Openers, or receive Maintenance Coupons or any Legal Notices sent to homeowners.
29. **Estates House and Lawn Maintenance:** Pursuant to the Estates Governing Documents, homeowners are responsible for repairing and maintaining their Home and/or Lot, and all other improvements thereon, in a clean, sanitary, neat, safe and orderly condition. This includes roofs, doors, driveways and painting of exterior walls. The Estates Governing Documents do not permit underbrush, unsightly growth and require grass, shrubs, and trees to be trimmed regularly. Failure to maintain the Home and/or Lot as required may result in fines. The Estates Board has the right to make repairs on the Home and/or Lot and recover any and all costs and fees incurred in making such repairs.
30. Both sub-Associations will maintain a '**Waiting List**' for owners wishing to rent their unit once the maximum number of units are leased. **See Rule number 26.**

***Below is a summary of the Amended documents – complete document available upon request***

1. The leasing '**Waiting List**' shall be an official record. Owner shall be required to notify the Association in writing that they wish to be placed upon the 'waiting list'.
2. The Association shall add the owners name to the 'waiting list' upon receipt of the written request provided the owner is eligible to lease their unit. Should the owner not be eligible to lease his unit, the owners name will not be added to the 'Waiting List'. Reason for ineligibility include, but is not limited to, owner has owned unit less than twenty-four (24) months, the owner is delinquent in the payment of any amount owed to the association or an open violation is associated with the unit.
3. Once a vacancy occurs, the Association shall notify the owner at the top of the 'Waiting List' via certified mail, regular mail, and email that a lease vacancy has occurred and **the owner has twenty (20) days from the date of the notice to submit a proposed lease application for vetting and interview.**
  1. Should an owner fail to submit a proposed lease application the owners name will be moved to the bottom of the 'Waiting List' and the next owner on the list will be notified. **If denied, a replacement is required within 5 days.**
  - 2 Owners with Current Leases:
    - a. With a tenant desiring to extend-renew their lease, the owner shall be required to submit to the Associations (C/O CRA, Inc.) at least twenty (20) days prior to the expiration of the current lease the Association's lease 'RENEWAL SUPPLEMENT APPLICATION', signed by the owner and tenant, and a copy of the executed new lease. Failure to submit a renewal, the owner will be added to the bottom of the Waiting List.
      1. The owner and tenants must be in full compliance with the Association documents and all lease application requirements of the Association.



- b. With a tenant that wishes to vacate at the end of the lease term, the owner shall be permitted to lease the unit again without being placed on the 'Waiting List' provided that the owner submits a new application to the Association at least twenty (20) days prior to the expiration of the current lease.

Adopted 2015

## **RECREATION FACILITIES**

### **Pool Rules & Regulations**

These Clubhouse pool rules have been adopted for your safety, protection, and hygiene. Anyone using the pool must be considerate of others and abide by the Pool Rules. Anything left at the pool will be discarded, please be sure you take your personal items with you when you leave the area.

**Use of the Pool and Pool Deck Area are restricted to day light hours ONLY** due to Florida Law pool area lighting requirements. Anyone inside the pool area after sundown is considered to be trespassing and homeowners around the pool area are asked to contact the local police/sheriff department if persons are seen in the pool area after sundown.

#### **ALL PERSONS USING THE POOL, DO SO AT THEIR OWN RISK**

1. The pool is for the exclusive use of homeowners, registered tenants and guests. Given the small size of our pool area, private organized parties are not allowed.
2. NO jumping, running, rough play or diving is allowed in the pool or pool area.
3. Food or drinks are ONLY allowed under the covered patio. NO cooking.
4. Glass containers are prohibited in the pool area.
5. Cigarette/Cigar butts, food waste and trash must be deposited in receptacles provided.
6. A responsible adult must accompany children under 12 years of age. Incontinent persons are not permitted in the pool without proper sanitary protection (swim diapers/rubber pants).
7. Pool furniture must be covered with a towel to protect it from oils and lotions.
8. Everyone must shower before entering the pool.
9. NO floating or non-floating objects, other than life preservers are allowed in the pool.
10. Pool furniture is for those using the pool and deck area. Chairs and furniture may not be reserved.
11. Bathers must wear proper swimming attire. Cut-offs or jeans are not permitted.
12. Persons with skin rashes, skin ailments, nasal or ear discharges or any communicable disease are forbidden to enter the pool.
13. NO animals are allowed in the pool or pool area.
14. The Association is not responsible for any personal belongings.
15. NO radios or other audio devices may be played without headphones
16. NO SOILED DIAPER ARE ALLOWED TO BE PUT IN THE TRASH RECEPTACLES

## **GYM RULES & REGULATIONS**

The Gym is available to all homeowners, registered tenants and guests. If current with assessments and the homeowner have no outstanding violations.

### **GYM HOURS: 6:00 AM. UNTIL 10:30 PM.**

The Gym door unlocks at 5:30 a.m. and locks at 10:30 p.m., the hours are posted at the entrance to the Gym. The Gym is monitored by an alarm system and a video surveillance. Failure to leave the facilities by 10:30 pm., the Gym closing time, may result in fines and the Alarm to activated causing the Police to come to the gym.

#### **Gym Rules:**

1. You must be at least 16 years old to use the gym facilities. Any person younger than 16 must be accompanied by a Parent or Guardian. Be prepared to show proof of age.
2. A resident of Willoughby Farms must accompany guests.
3. Please consult a physician before starting a workout program.
4. Use the gym equipment at your own risk.
5. NO gum is allowed.
6. Dress Code: Tennis shoes, socks, T-shirt, shorts or sweats. No open toe shoes are allowed.
7. NO slamming the weights.
8. Use your fitness towel & wipe the station dry before rotating to another station.
9. The Association is not responsible for any personal belongings.
10. No horseplay.
11. Please turn off lights, ceiling fans and TV when you are the last person leaving the gym.

**Please report any broken equipment to the Property Manager, 624.5888**

**THE ASSOCIATION IS NOT RESPONSIBLE FOR ANY DAMAGES OR  
INJURY RESULTING FROM USE OF THE GYM EQUIPMENT.**

**COMPLIANCE PROGRAM: OWNERS FINED FOR VIOLATION OF THE RULES**

*The Governing Documents specifically provide for Fines upon failure of homeowners, their tenants, family, guests or employees to comply with any item in the Declaration of Restrictions, and the Association’s Rules & Regulations.*

**ONE WARNING NOTICE:**

After a Notice of Violation letter has been sent to the Homeowner and Tenant and the violation has not been remedied in the stipulated time period, a \$50 Fine per day is imposed **on the homeowner** until the Violation is corrected or per ‘occurrence’ as may be the case, until the next Compliance Committee meeting. CRA will send a **Notice of Intent to Levy Fine** letter to the violator advising of the imposed Fine and the date of the Compliance Committee Hearing.

- If a violation is not corrected BY the deadline to correct the violation, the association, through CRA Property Management, will send the homeowner a Notice of Intent to Levy Fine by certified mail before the next Compliance Committee Hearing but no less than fifteen (14) days in advance of the Hearing.
- The Compliance Committee may uphold imposed fines against a homeowner’s Unit of \$50.00 per day for a violation of a continuous nature, until the violation is corrected or per incident. For a second offence of the same violation the Compliance Committee may uphold an imposed Fine of \$100.00 per incident or per day for a continuous on going violation and no additional Warning are mailed. Fines are imposed.

**CERTIFIED MAIL NOTICE OF HEARING:**

Notice of Intent to Levy Fine letter will be sent certified mail and will state that the homeowner will be given an opportunity to attend a Compliance Committee Hearing (in person or by representative) in order to provide explanation and/or statement to show good cause why the Compliance Committee should not uphold the impose Fine amount established by the associations.

- The Compliance Committee will review the violation and consider any statement from the homeowner and by majority vote determine whether to uphold the imposed Fine or reject the Fine amount that has been compounded since the deadline was not met. If the Compliance Committee upholds the imposed Fine, the homeowner will be notified in writing of the Fine Levied AND Applied to the homeowners maintenance account within 15 days after the Hearing, also included will be the due date for payment of the Fine, which is thirty (30) days after the notice is mailed.
- The Willoughby Farms and sub-association Legal Documents do not allow the Boards of Directors to consider appeals of Fines. **The Compliance Committee decision is final.**

**Note: Florida Statute 720.305(2) supersedes Willoughby Farms Master, Willoughby Estates and Willoughby Townhomes Documents, which were written prior to the present Fining revisions in the Florida Laws.**

**Effective: July 1, 2010, Florida Law allows a Lien to be placed on a unit for unpaid fines of \$1,000 or more.**  
=====

**TENANTS ACKNOWLEDGEMENT OF RECEIPT:**

**I/we have read, understand, received a copy from the homeowner, given an opportunity to ask questions and agree to abide by the Rules & Regulations and also understand that my landlord will be Fined for my violations of any of the Document or Rules & Regulations.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Witness – Board of Directors member