



Homeowners Association, Inc.  
P.O. Box 908  
Ormond Beach, FL 32175

## **Policies**

March 13, 2014

Collection Policy	Page 2-5
Pool Management Policies and Rules	Page 6-8
Tree Policy	Page 9
Community Building Usage Fees	Page 10
Night/Weekend	
Residents CB Contract	Page 11-13
Non-Resident C/B Contract	Page 14-16
Day Rental	
Residents C/B Contract	Page 17-19
Non-Resident C/B Contract	Page 20-22
R/V Compound Policy & Usage Fees	Page 23
R/V Compound Agreement	Page 24
Website & Print Advertising	Page 25
Records Management	Page 26-27
No Smoking Policy	Page 28



**The Trails Homeowners Association  
Uniform Assessment Collection Policy**

**WHEREAS**, Article 3, Section 2 of the Declaration of Restrictive Covenants and Conditions for The Trails Homeowners Association (“TTHOA”) provides the following:

The owner of each lot (except Lot 4 of Unit 3) or dwelling unit within The Trails Subdivision, Units 1, 2, and 3, and future units of The Trails filed in the Public Records of Volusia County, Florida, by the Developer, shall automatically become members of the Association upon his, her or their acquisition of and ownership interest in title to any lot or dwelling units. The membership of such owner shall terminate automatically at the time that such person divests himself or is divested of such ownership interest or title to such lot or dwelling unit, regardless of the means by which such ownership may have been divested.

**WHEREAS**, Article 3, Section 3.4 states the following: In the administration, operation and management of the common areas and the enforcement of these covenants and restrictions, the Association shall have and is hereby granted full power and authority to enforce all provisions of this Declaration, to levy and collect assessments in accordance herewith, and to adopt, promulgate, and enforce such rules and regulations governing the use and enjoyment of the common areas and the administration of the aforesaid covenants and restrictions as the Board of Directors of the Association may from time to time deem appropriate and in the best interests of the Association.

**WHEREAS**, Article 4, Section 4.5 states the following: Assessments which are not paid on or before the date the same shall become due shall be delinquent, and each delinquent assessments shall bear interest at ten percent (10%) per annum until it is paid in full. In addition to the accrual of interest, when an assessment becomes delinquent in payment, the Association may file a claim of lien to perfect the lien of such assessment as against third persons, against the dwelling unit and other property of the owner(s) who defaulted in the payment of such assessment. There shall be no exemption from the payment of such assessment. There shall be no exemption from the payment of any assessment or installment thereof by waiver of the use of the common areas by abandonment of the lot or dwelling unit, by extended absence from the subdivision, or by or for any other reason.

**WHEREAS**, Article 4, Section 4.9 states the following: Recognizing that proper management and operation of the common area and property (including improvement thereto) result in benefit to all members of the Association, the Association is hereby granted a lien upon all real property within The Trails Subdivision, Units 1 and 2, and the present and future interests of each member of the Association in the common area and property and improvements thereto, to secure the prompt payment of each and all assessments made and levied in accordance with this Declaration and each owner shall be liable for, and this lien shall secure, the full amount of said assessment, and the costs and expenses, including attorneys' fees, which may be incurred by the Association in enforcing this lien or the provisions of this Declaration.

**WHEREAS**, Article 4, Section 4.10, states the following: The lien herein established may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. The lien granted herein shall also secure such payment of or advances for taxes and payments on superior mortgages, liens, or encumbrances which may be required to be advanced by the Association in order to protect its interests, and the Association shall be entitled to interest computed on the basis of advances made from time to time at the highest legal rate of interest on all such advances.

**WHEREAS**, Article 4, Section 4.12, states the following: The lien created pursuant to this Declaration shall be effective from and after the recording in the Public Records of Volusia County, Florida of a "claim of lien" stating the description of the property encumbered by the lien, the name of the record owner of the property, the amounts due and the date when the same became due. The lien shall continue in effect until all sums secured by the lien have been fully paid. The claim of lien may include assessments which are due and payable when the claim is made and recorded, plus interest, collection costs, attorneys' fees, and advances to pay taxes and prior encumbrances and interest thereon, all as provided herein. The claim of lien shall be signed and verified by the President or Vice President of the Association. When full payment of all sums secured by such lien is made, the claim of lien shall be satisfied of record by the President or Vice President of the Association. The claim of lien filed by the Association shall be subordinate to the lien or any mortgage or any claim of lien if the said mortgage or claim of lien is recorded prior to the Association's claim of lien.

**WHEREAS**, Article 2, Section B of the Articles of Incorporation states the following:  
"To establish and collect assessments from the lot owners for the purpose of operating, maintaining, repairing, improving, and administering said property and to collect and enforce liens for such assessments, by suit, if necessary."

**WHEREAS**, Article 5, Section A, of the Articles provides in part that the affairs and business of the Association shall be managed by a Board of Directors who are duly elected in accordance with the governing documents;

**WHEREAS**, Article 3, Section 3(b) of the By-Laws, states the following: b) collection of monthly assessments from the owners, and setting the monthly assessment. The assessment shall be effective upon its adoption and shall be due quarterly. Notice of the amount of such assessment shall be given to each owner personally or by mail, telephone, or telegraph. Assessments remaining unpaid for thirty (30) days after the due date shall constitute a lien on said property and bear interest at the rate of ten percent (10%) until paid in full. Enforcement of the lien shall be by the foreclosure and in such event, the Board shall be entitled to reasonable reimbursement for attorneys' fees and court costs.

**WHEREAS**, Article VI, Section 1 of the By-Laws, state the following: Assessments. All of the members, but excluding the developer are obligated to pay monthly assessments imposed by the Board of Directors to meet all project communal expenses, including specifically but not by way of limitation, fire and extended coverage and vandalism and malicious mischief and public liability insurance, amortization of mortgages, and taxes on the recreational facilities and common areas.

**NOW, BE IT THEREFORE RESOLVED THAT**, the Board of Directors shall implement and cause to be affected the following Administrative Policy entitled the Uniform Assessment Collection Policy, relating to the timely collection of Assessments as defined by the governing documents;

On a routine basis to be determined by the authorized management agent for the Association, there shall be a detailed review of the aged accounts receivable journal for The Trails Homeowners Association, Inc. During each review, the agent shall note each delinquent account and undertake the following actions in accordance with the amount of said delinquency:

**Assessment account becomes 30 days delinquent:**

The Association, through its authorized agent, shall send or cause to be sent to the Unit Owner the first Reminder Notice by regular US Mail. The content of the Reminder Notice shall be cordial in nature and tone and provide the amount due, the payment remittance address, the date by which payment must be remitted, and the Unit Owners account number. The initial notice and all notices required under this Policy shall include the following disclosure in accordance with the Fair Debt Collection Practices Act:

**“This is an action to collect a debt and any information obtained as a result will be used for that purpose. The amounts reflected herein will be assumed valid unless you, within 30 days, dispute the validity of the claim in writing.**

**Assessment account becomes 60 days delinquent:**

The Association shall send or cause to be sent to the Unit Owner the Notice of Intent to Record Lien by certified and return receipt mail. The content of such Notice shall include a detailed aging report of the Unit Owner’s account and a clear and concise statement that a lien encumbering the Unit Owner’s ownership of the property will be recorded in the Public Records, the date which this action will occur, the costs incident to such action, the date by which the payment must be remitted to avoid the recordation, the payment remittance address, and a description of the possible enforcement of the lien by legal means, including foreclosure. There shall be a fee assessed to the Lot Owners account in the amount of **\$15.00** to defray the cost of this action.

**Assessment account becomes 105 days delinquent:**

The Association shall record or cause to be recorded in the Public Records of Volusia County, Florida, a lien encumbering the real property of the Unit Owner. The Association shall assess or cause to be assessed a Lien Fee of **\$250.00** to defray the administrative costs, preparation costs, and filing fees incident to the recordation. Such correspondence shall include notice that the debt will be referred to the Association’s legal counsel for further collection action if the debt remains delinquent for a period of sixty (60) days.

**Assessment account becomes 150 days delinquent:**

Upon expiration of the Notice of Lien, the Board shall refer the claim to the Association's legal counsel for the filing of the appropriate litigation, including foreclosure in the manner prescribed by the Declaration and by Florida Statutes. . Association may, but not be required to, summarily revoke the voting rights of the subject Unit Owner for duration not less than that which any Assessment remains unpaid in accordance with the provisions of the Master Declaration. Association may, but not be required to, summarily revoke the use rights to any common areas, facilities, or amenities for a duration not less than the duration than that which any Assessment remains unpaid in accordance with the provisions of the Declaration.

**In addition to the above procedure, please be advised of the following policies:**

Partial payment for quarterly dues will not be accepted. The full assessment for each quarter will be expected on the first day of each quarter. A check for partial payment will be returned promptly to the sender. If you have sold your home, and the closing date falls after the first day of the quarter, you are still responsible for full payment and dues will be pro-rated at the time of closing as are taxes. Check that are returned to The Trails because of insufficient funds or closed accounts will be returned to the sender and an additional \$20.00 charge will be added to the account balance. It is the homeowner's responsibility to notify The Trail's office of any change in ownership or address. Failure to pay dues in a timely manner for either of these reasons will still cause the initiation of the collection procedure.

**General**

In order to encourage reasonable execution of this Policy, the Board shall retain the authority but not the obligation to grant reasonable stipulations and limited deferrals for payment of delinquent balances over fixed durations of time, in payment amounts determined by written agreement between the Association and the Unit Owner. It shall be the obligation of the Unit Owner to provide the Association written proposals for such stipulations. In the event that the provisions of the stipulation are not met, the Association may accelerate the debt currently owed and resume the implementation of the above policy at the point at which the stipulation was entered and approved.

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name



Homeowners Association, Inc.  
P.O. Box 908  
Ormond Beach, FL 32175

**Pool Rules**

**Passed by the Board of Directors  
June 13, 1987  
Revised March 13, 2014**

The following rules are based on two things:

1. Proven safety practice.
2. Common Courtesy.

It is important that you, your children and your guests be familiar with the pool rules.

1. Attendant may or may not be present. Swim at your own risk.
2. The pool is for the use of Trails residents/owners only and their guests. Children under 12, unaccompanied by an adult, are not allowed to bring guests.
3. The Pool cannot be reserved for private parties. Guests at a private party in the community building are not allowed the use of the pool.
4. Any resident/owner who is found to be lending or giving their pool passes to a non-resident will have their pool passes revoked for the season.
5. All NEW pool registrations will cost \$5.00 for each pool pass. Pool passes will be issued to members of the family residing at the residence only. If a member has a current pool pass they must renew it each year for a fee of \$1.00 per pass. If they fail to renew their pass(s) each year they will be required to re-register as a NEW resident at the cost of \$5.00 per pool pass. The pool manager must keep the records current; therefore when the pool season is over, all past and outdated registrations will be removed from the pool files. On the bottom of the new pool registration form there will be numbers representing your 10 guest pool passes.

6. After the ten guest passes has been used, you may purchase 15 guess passes for \$10. These guest passes are valid until used up. Any resident/owner who is found to be lending or giving their pool passes to a non-resident will have their pool passes revoked for the season.
7. You are required to be with your guests while they are at the pool. You must also present your guest pass at the pool gate.
8. If a pool pass is lost, a cost of \$1.00 will be charged for their replacement pass.
9. Children 12 and under must be accompanied by their parent(s) or responsible person.
10. Parents of babies or small/young children should stay close to them. It is not the responsibility of the attendant to babysit children.
11. Babies or toddlers not potty trained must wear "Swimmies" or "Huggies" (no cloth diapers).
12. All persons using the Trails pool must be dressed in proper swim attire.
13. Use the outside shower before entering the pool. This is to remove suntan oil.
14. No glass containers of any type are allowed in the pool area.
15. Food and beverages are not allowed to be consumed in the water or on the edge of the pool.
16. No food will be allowed to be cooked in or around the pool area.
17. Alcohol, in moderation, is allowed but any abuse will result in the attendant calling the police. NO GLASS.
18. No running at all in the pool area.
19. Hanging on the rope will not be allowed at any time.
20. All swimmers are required to use the pool ladders. Do not climb up the pool sides.
21. Do not sit on the table tops or stand children on them while they are being dressed.
22. No floats, rafts, or uncovered Styrofoam kickboards are allowed. The throwing of balls and other objects is strictly prohibited. Noodle type floatation devices are permitted.
23. No toys or floatation aids will be permitted in the deep end except for kick boards used for exercising.
24. Noise level will be kept at a minimum. Music will be allowed only if the volume will not disturb other swimmers. If a justifiable complaint is made to the attendant you must lower the volume or you will be asked to leave the pool area.
25. Smoking is permitted in designated areas only. All cigarettes must be put in ash trays.

26. Report all injuries or other problems to the pool attendant or office staff.
27. Anyone violating the pool rules or interfering with the rights of others or causing trouble will be subject to the following.
- A. The attendant will advise the party that is causing the problem only once. If the problem continues, the attendant will remove the person(s) from the pool for a period of time (to be determined by the attendant). If the problem continues, the attendant will remove the party from the pool area for the rest of the day.
  - B. If a party is removed from the pool area for the above reasons, or any reason that the attendant feels is causing a problem with other swimmers, more than twice in one week, the party that is causing the problem will have their pool privileges suspended for one week.
  - C. If a party has had their pool privileges suspended under *section 27.B or 27.C*, takes place, the attendant that was in charge will make a written report to property management the facts that led them to make their decision.
28. If the attendant requests that you leave the pool area, and you do not, they have been instructed to call the police department.
29. Pool parties will be limited to no more than 20 children. No tables will be reserved or will the Trails supply clubhouse tables. Set up and clean up is the responsibility of the sponsoring party. Property management must be notified at least 7 days in advance to allow enough time to schedule additional help.
30. No person who has been designated a “sexual predator” by the courts, or reported to the public as such by the Florida Department of Law Enforcement pursuant to *section 775.21, F.S.* shall be allowed to use any common areas, specifically including, but not limited to, the swimming pool and associated bathhouses, rest rooms, recreation areas and the like.





### **Tree Policy**

Pursuant to the rule-making authority of *Section 3.4* of the Covenants and Restrictions of the Trails Subdivision (as renewed in *O.R. Book 5418, Page 2079*, Public records of Volusia County, Florida) the Board of Directors of the Trails Homeowners Association, Inc. adopts the following policy.

1. Florida law holds that, absent negligence, a property owner is responsible for the costs of removal of a tree that has fallen on his property. Therefore, The Trails Homeowners Association, Inc. (THOA) is not and shall not be liable for removal costs of any tree that falls from THOA common grounds or other property unless there is negligence on the part of the THOA. If the Association fails to remove an obviously dead tree that falls, the cleanup from the downed tree is the responsibility of THOA.

2. If a tree falls on property not owned by THOA, and if the property owner requests assistance to remove the tree, THOA personnel may only provide the property owner with a list of companies or individuals that can possibly remove the tree. It will be recommended to a property owner that before he contracts for tree removal he should request proof of liability and workers compensation insurance.

3. The THOA is only responsible for the removal of trees that fall on common property. Should a tree fall partly on common property and partly on property owned by others, THOA will remove only the portion of the tree on common property and the remainder of the tree will be the responsibility of the owners of any property on which the tree has fallen.

4. If an owner requests the removal of a live tree on common grounds that is leaning in the direction of a residence, THOA will make a good faith effort to request a tree removal permit from the City of Ormond Beach. If the City denies THOA's request, THOA cannot take any further action to remove the tree.

5. If a property owner desires to have a live tree removed, he must apply to the City of Ormond Beach for the proper permit.



Homeowners Association, Inc.  
P.O. Box 908  
Ormond Beach, FL 32175

**Community Building Rental Usage Fees**

**Nights/Weekend Rental Hours:** 9:00 a.m. – 2:00 a.m.

Deposit: \$250

Residents: \$150 (includes cleaning fee)

Non Residents: \$500, plus \$50 cleaning fee (paid directly to vendor)

**Day Rental Hours:** 9:00 a.m. – 4:00 p.m.

Residents: Deposit: \$50

Residents: No Charge

Non Residents: Deposit \$100

Non Residents: \$100

**Cleaning fee: \$35 (paid directly to vendor) – Unless waived by direction of the board.**



Homeowners Association, Inc.  
P.O. Box 908  
Ormond Beach, FL 32175

Trails Homeowners Association, Inc.  
Post Office Box 908/201 Main Trail  
Ormond Beach FL 32175  
(386)673-0855

**Trails Resident - Rental Agreement/Policy & Contract**

Please Print

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

phone: \_\_\_\_\_ Business: \_\_\_\_\_ Cell: \_\_\_\_\_

Date Requested \_\_\_\_\_ Number of People \_\_\_\_\_

Type of Function \_\_\_\_\_

The requested date will not be reserved until the security deposit is paid and this for is signed and returned.

**Responsible Party Agrees to the Following**  
**Please Read Carefully**

Any person using the facility will be responsible for leaving such facilities in orderly state, and will be held responsible and required to pay for any and all damages to equipment or facility resulting from other than normal use. He/She will be responsible for securing and locking the facility when not in use. A flat \$50.00 fee will be deducted from the security deposit if air conditioner, heat, stove or oven is left on.

All functions are private. There will be no outside advertising or open invitation to the general public. Nor shall any function be for profit, fund raising, or sales of any kind unless sponsored by the Trails Homeowners Association, or authorized by the board.

Violation of any regulation or policy may result in forfeiture of the security deposit and loss of future usage privileges.

If the Homeowners Association Agent deems it necessary to have an attendant on duty or to open and close the facility, there will be an additional charge. Any special maintenance will also require and additional charge.

Thirty days (30) before the requested date of use, the full amount is due. If there is a cancellation 30 days or less before the requested date, the applicant will forfeit 25% of the rental fee.

**Rental period will be from 9:00 A.M. on the rental date to 2:00 A.M.,** (with the exception of New Years Eve 3:00 A.M.). If the contracting party does not have all equipment (personal) and garbage etc. removed by 2:00 A.M. There will be additional charge of \$25.00 per hour for removal.

The applicant may rent the building for an extra day to set up at the cost of \$25 per day. The extra day cannot be used for any type of function other than setting up.

A security deposit of \$250 is required to hold the requested date. There is a mandatory cleaning fee of \$50. The charge for New Years Eve is \$65.

The city of Ormond Beach Code Department has set a limit of 100 people for the use of the building.

The kitchen may be used for the preparation of food only. By city code, food can be reheated but cooking/baking is strictly prohibited. If the kitchen is used, the contracting party will be responsible for removing the raw garbage.

All set up and preparation for a party is the sole responsibility of the contracting party. Contracting party will be totally responsible for the following:

1. Removal of all rental equipment must be removed by the end of the rental period.
2. Removal of decorations, raw garbage, cleaning of the outside deck/parking lot. If the cleaning company is required to perform any duties as stated above or additional cleaning of carpet their will be an additional charge.
3. There will be an additional charge if the building is left in unreasonable cleaning conditions on an hourly rate at \$25 per hour.
4. The Renting party will still be responsible for the following: Turn off all air conditioners/heating units, turn off all fans and lights, turn off all water faucets, turn off all ovens/microwaves and secure and lock all doors. Additional charges for violations of any of the above conditions will constitute additional charges.

Trails HOA do not supply any material except 6-48" & 8-60" round tables. Plus two (2) 8' foot & 6' foot long tables and 100 chairs.

There will be a charge of \$5.00 for every door that is not secured.

Refund of security deposit will be made within 10 business days of the function. The building grounds will be inspected by the Trails staff the following day. If violations of the contract are found, expenses will be deducted.

You must pick a key for the building before 3:00 P.M. the day of the function unless the function is on a weekend. Then you must obtain a key before 3:00 P.M. the Friday prior to the function. Before your deposit is returned, the building key must be returned either in person or you may drop it in the mail drop box located in front of the office door.

**The Trail's is not responsible for any additional equipment brought in by the rental party. Outside barbeque grills and beer in kegs are not allowed for any reason. Throwing rice, bird seed, or confetti is prohibited. Outside grounds, wooden decks, walk-ways etc...are the responsibility of the contracting party for clean-up.**

### **SMOKING IS PROHIBITED IN THE BUILDING**

**The placing of decorations other than on tables is strictly prohibited. Nothing can be placed on the walls, ceilings, fans, and windows. Confetti inside building is also prohibited.**

Rental of the community building does not include the use of the Trails community pool, under any circumstances.

Advertising, invitations to the public or the use of the building for commercial purposes are prohibited, unless specifically authorized by the Board of Directors.

Any person renting the facility under this rental agreement accepts the facility "AS IS". The Trails Homeowners Association, Inc. will conduct reasonable and normal upkeep but assumes no liability for failure of equipment or other facilities.

I have read this agreement/contract and the cleanup list of this contract, governing the use of the Trails Community building and will be responsible for the facility being clean and orderly, and that all participants will conduct themselves in an orderly manner.

I hereby agree that my group and myself assumes all responsibility and that no claim or demand will be made against the Trails Homeowners Association, Inc, or its agents account of any accident or injury occurring during the use of the above facilities and agree to indemnify and hold the Trails Homeowners Association, Inc., harmless for any claim, demand or damages on account of such accident or during use of the above mentioned facility.

Name \_\_\_\_\_ Date \_\_\_\_\_  
(Signature)

### **Office Use Only**

**Security Deposits will be returned to the contracting party.**

**Security Deposit: \$250.00**                      **Date:** \_\_\_\_\_                      **Check#** \_\_\_\_\_

**Rental Fee: \$150**                                      **Date:** \_\_\_\_\_                      **Check#** \_\_\_\_\_  
**(Payable to Trails Homeowners Assoc., Inc)**

**Amount Refunded:** \_\_\_\_\_                      **Date:** \_\_\_\_\_                      **Reference#** \_\_\_\_\_

**Reason for withholding Security Deposit.** \_\_\_\_\_

For emergency dial 911

Non – Emergency: Contact Carl Harrell (386) 290-3826

If additional personnel are sent out, there will be additional service charge.



Homeowners Association, Inc.  
P.O. Box 908  
Ormond Beach, FL 32175

Trails Homeowners Association, Inc.  
Post Office Box 908/201 Main Trail  
Ormond Beach FL 32175  
(386)673-0855

**Non-Resident Rental Agreement/Policy & Contract**

Please Print

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Business: \_\_\_\_\_ Cell: \_\_\_\_\_

Date Requested: \_\_\_\_\_ Number of People \_\_\_\_\_

Type of Function \_\_\_\_\_

The requested date will not be reserved until the security deposit is paid and this for is signed and returned.

**Responsible Party Agrees to the Following**  
**Please Read Carefully**

Any person using the facility will be responsible for leaving such facilities in orderly state, and will be held responsible and required to pay for any and all damages to equipment or facility resulting from other than normal use. He/She will be responsible for securing and locking the facility when not in use. A flat \$50.00 fee will be deducted from the security deposit if air conditioner, heat, stove or oven is left on.

All functions are private. There will be no outside advertising or open invitation to the general public. Nor shall any function be for profit, fund raising, or sales of any kind unless sponsored by the Trails Homeowners Association, or authorized by the board.

Violation of any regulation or policy may result in forfeiture of the security deposit and loss of future usage privileges.

If the Homeowners Association Agent deems it necessary to have an attendant on duty or to open and close the facility, there will be an additional charge. Any special maintenance will also require and additional charge.

Thirty days (30) before the requested date of use, the full amount is due. If there is a cancellation 30 days or less before the requested date, the applicant will forfeit 25% of the rental fee.

**Rental period will be from 9:00 A.M. on the rental date to 2:00 A.M.,** (with the exception of New Years Eve 3:00 A.M.). If the contracting party does not have all equipment (personal) and garbage etc...removed by 2:00 A.M. There will be additional charge of \$25.00 per hour for removal.

The applicant may rent the building for an extra day to set up at the cost of \$25 per day. The extra day cannot be used for any type of function other than setting up.

A security deposit of \$250 is required to hold the requested date. There is a mandatory cleaning fee of \$50. The charge for New Years Eve is \$65.

The city of Ormond Beach Code Department has set a limit of 100 people for the use of the building.

The kitchen may be used for the preparation of food only. By city code, food can be reheated but cooking/baking are strictly prohibited. If the kitchen is used, the contracting party will be responsible for removing the raw garbage.

All set up and preparation for a party is the sole responsibility of the contracting party. Contracting party will be totally responsible for the following:

1. Removal of all rental equipment must be removed by the end of the rental period.
2. Removal of decorations, raw garbage, cleaning of the outside deck/parking lot. If the cleaning company is required to perform any duties as stated above or additional cleaning of carpet their will be an additional charge.
3. There will be an additional charge if the building is left in unreasonable cleaning conditions on an hourly rate at \$25 per hour.
4. The Renting party will still be responsible for the following: Turn off all air conditioners/heating units, turn off all fans and lights, turn off all water faucets, turn off all ovens/microwaves and secure and lock all doors. Additional charges for violations of any of the above conditions will constitute additional charges.

Trails HOA do not supply any material except 6-48" & 8-60" round tables. Plus two (2) 8' foot & 6' foot long tables and 100 chairs.

There will be a charge of \$5.00 for every door that is not secured.

Refund of security deposit will be made within 10 business days of the function. The building grounds will be inspected by the Trails staff the following day. If violations of the contract are found, expenses will be deducted.

You must pick a key for the building before 3:00 P.M. the day of the function unless the function is on a weekend. Then you must obtain a key before 3:00 P.M. the Friday prior to the function. Before your deposit is returned, the building key must be returned either in person or you may drop it in the mail drop box located in front of the office door.

**The Trail's is not responsible for any additional equipment brought in by the rental party. Outside barbeque grills and beer in kegs are not allowed for any reason. Throwing rice, bird seed, or confetti is prohibited. Outside grounds, wooden decks, walk-ways etc...are the responsibility of the contracting party for clean-up.**

**SMOKING IS PROHIBITED IN THE BUILDING**

**The placing of decorations other than on tables is strictly prohibited. Nothing can be placed on the walls, ceilings, fans, and windows. Confetti inside building is also prohibited.**

Rental of the community building does not include the use of the Trails community pool, under any circumstances.

Advertising, invitations to the public or the use of the building for commercial purposes are prohibited, unless specifically authorized by the Board of Directors.

Any person renting the facility under this rental agreement accepts the facility "AS IS". The Trails Homeowners Association, Inc. will conduct reasonable and normal upkeep but assumes no liability for failure of equipment or other facilities.

I have read this agreement/contract and the cleanup list of this contract, governing the use of the Trails Community building and will be responsible for the facility being clean and orderly, and that all participants will conduct themselves in an orderly manner.

I hereby agree that my group and myself assumes all responsibility and that no claim or demand will be made against the Trails Homeowners Association, Inc, or its agents account of any accident or injury occurring during the use of the above facilities and agree to indemnify and hold the Trails Homeowners Association, Inc., harmless for any claim, demand or damages on account of such accident or during use of the above mentioned facility.

Name \_\_\_\_\_ Date \_\_\_\_\_  
(Signature)

**Office Use Only**

**Security Deposits will be returned to the contracting party.**

**Security Deposit: \$250.00**                      **Date:** \_\_\_\_\_                      **Check#** \_\_\_\_\_

**Rental Fee: \$500.00**                      **Date:** \_\_\_\_\_                      **Check#** \_\_\_\_\_  
**(Payable to Trails Homeowners Assoc., Inc)**

**Cleaning Fee: \$50.00**                      **Date:** \_\_\_\_\_                      **Check#** \_\_\_\_\_

**Amount Refunded:** \_\_\_\_\_                      **Date:** \_\_\_\_\_                      **Reference#** \_\_\_\_\_

**Reason for withholding Security Deposit.** \_\_\_\_\_

For emergency dial 911

Non – Emergency: Contact Carl Harrell (386) 290-3826

If additional personnel are sent out, there will be additional service charge.





Homeowners Association, Inc.  
P.O. Box 908  
Ormond Beach, FL 32175

Trails Homeowners Association, Inc.  
Post Office Box 908/201 Main Trail  
Ormond Beach FL 32175  
(386)673-0855

**Trails Resident - Daytime Rental Agreement/Policy & Contract**

Please Print

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

phone: \_\_\_\_\_ Business: \_\_\_\_\_ Cell: \_\_\_\_\_

Date Requested: \_\_\_\_\_ Number of People \_\_\_\_\_

Type of Function \_\_\_\_\_

The requested date will not be reserved until the security deposit is paid and this for is signed and returned.

**Responsible Party Agrees to the Following**

**Please Read Carefully**

Any person using the facility will be responsible for leaving such facilities in orderly state, and will be held responsible and required to pay for any and all damages to equipment or facility resulting from other than normal use. He/She will be responsible for securing and locking the facility when not in use. A flat \$50.00 fee will be deducted from the security deposit if air conditioner, heat, stove or oven is left on.

All functions are private. There will be no outside advertising or open invitation to the general public. Nor shall any function be for profit, fund raising, or sales of any kind unless sponsored by the Trails Homeowners Association, or authorized by the board.

Violation of any regulation or policy may result in forfeiture of the security deposit and loss of future usage privileges.

If the Homeowners Association Agent deems it necessary to have an attendant on duty or to open and close the facility, there will be an additional charge. Any special maintenance will also require and additional charge.

Thirty days (30) before the requested date of use, the full amount is due. If there is a cancellation 30 days or less before the requested date, the applicant will forfeit 25% of the rental fee.

**Building use hours. Monday through Friday only.**

**Rental period will be from 9:00 A.M. to 4:00 P.M.**

**The Trails resident that signs this agreement must attend the function and remain there the entire time of the reserved date.**

Daytime use is for the following but not limited to card parties, club gatherings, birthday parties, etc. All functions must be approved by the Trails Board of Directors.

Security deposit for **Residents \$50** is required to hold the requested date. There is a mandatory cleaning fee of \$35, unless waived by the direction of the board.

The city of Ormond Beach Code Department has set a limit of 100 people for the use of the building.

The kitchen may be used for the preparation of food only. By city code, food can be reheated but cooking/baking are strictly prohibited. If the kitchen is used, the contracting party will be responsible for removing the raw garbage.

All set up and preparation for a party is the sole responsibility of the contracting party. Contracting party will be totally responsible for the following:

1. Removal of all rental equipment must be removed by the end of the rental period.
2. Removal of decorations, raw garbage, cleaning of the outside deck/parking lot. If the cleaning company is required to perform any duties as stated above or additional cleaning of carpet their will be an additional charge.
3. There will be an additional charge if the building is left in unreasonable cleaning conditions on an hourly rate at \$25 per hour.
4. The Renting party will still be responsible for the following: Turn off all air conditioners/heating units, turn off all fans and lights, turn off all water faucets, turn off all ovens/microwaves and secure and lock all doors. Additional charges for violations of any of the above conditions will constitute additional charges.

Trails HOA does not supply any material except 6-48" & 8-60" round tables. Plus two (2) 8' foot & 6' foot long tables and 100 chairs.

There will be a charge of \$5.00 for every door that is not secured.

Refund of security deposit will be made within 10 business days of the function. The building grounds will be inspected by the Trails staff the following day. If violations of the contract are found, expenses will be deducted.

**The Trail's is not responsible for any additional equipment brought in by the rental party. Outside barbeque grills and beer in kegs are not allowed for any reason. Throwing rice, bird seed, or**

confetti is prohibited. Outside grounds, wooden decks, walk-ways etc...are the responsibility of the contracting party for clean-up.

**SMOKING IS PROHIBITED IN THE BUILDING**

The placing of decorations other than on tables is strictly prohibited. Nothing can be placed on the walls, ceilings, fans, and windows. Confetti inside building is also prohibited.

Rental of the community building does not include the use of the Trails community pool, under any circumstances.

Advertising, invitations to the public or the use of the building for commercial purposes are prohibited, unless specifically authorized by the Board of Directors.

Any person renting the facility under this rental agreement accepts the facility "AS IS". The Trails Homeowners Association, Inc. will conduct reasonable and normal upkeep but assumes no liability for failure of equipment or other facilities.

I have read this agreement/contract and the cleanup list of this contract, governing the use of the Trails Community building and will be responsible for the facility being clean and orderly, and that all participants will conduct themselves in an orderly manner.

I hereby agree that my group and myself assumes all responsibility and that no claim or demand will be made against the Trails Homeowners Association, Inc, or its agents account of any accident or injury occurring during the use of the above facilities and agree to indemnify and hold the Trails Homeowners Association, Inc., harmless for any claim, demand or damages on account of such accident or during use of the above mentioned facility.

Name \_\_\_\_\_ Date \_\_\_\_\_  
(Signature)

**Office Use Only**

**Security Deposits will be returned to the contracting party.**

Security Deposit: \$50 (Resident)      Date: \_\_\_\_\_      Check# \_\_\_\_\_

Rental Fee: No Charge (resident)      Date: \_\_\_\_\_      Check# \_\_\_\_\_

Cleaning Fee: \$35.00      Date: \_\_\_\_\_      Check# \_\_\_\_\_

Amount Refunded: \_\_\_\_\_      Date: \_\_\_\_\_      Reference# \_\_\_\_\_

Reason for withholding Security Deposit. \_\_\_\_\_



Homeowners Association, Inc.  
P.O. Box 908  
Ormond Beach, FL 32175

Trails Homeowners Association, Inc.  
Post Office Box 908/201 Main Trail  
Ormond Beach FL 32175  
(386)673-0855

**Non - Resident - Daytime Rental Agreement/Policy & Contract**

Please Print

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Home phone: \_\_\_\_\_ Business: \_\_\_\_\_ Cell: \_\_\_\_\_

Date Requested: \_\_\_\_\_ Number of people \_\_\_\_\_

Type of Function \_\_\_\_\_

The requested date will not be reserved until the security deposit is paid and this for is signed and returned.

**Responsible Party Agrees to the Following**  
**Please Read Carefully**

Any person using the facility will be responsible for leaving such facilities in orderly state, and will be held responsible and required to pay for any and all damages to equipment or facility resulting from other than normal use. He/She will be responsible for securing and locking the facility when not in use. A flat \$50.00 fee will be deducted from the security deposit if air conditioner, heat, stove or oven is left on.

All functions are private. There will be no outside advertising or open invitation to the general public. Nor shall any function be for profit, fund raising, or sales of any kind unless sponsored by the Trails Homeowners Association, or authorized by the board.

Violation of any regulation or policy may result in forfeiture of the security deposit and loss of future usage privileges.

If the Homeowners Association Agent deems it necessary to have an attendant on duty or to open and close the facility, there will be an additional charge. Any special maintenance will also require and additional charge.

Thirty days (30) before the requested date of use, the full amount is due. If there is a cancellation 30 days or less before the requested date, the applicant will forfeit 25% of the rental fee.

**Building use hours. Monday through Friday only.**

**Rental period will be from 9:00 A.M. to 4:00 P.M.**

**The Trails resident that signs this agreement must attend the function and remain there the entire time of the reserved date.**

Daytime use is for the following but not limited to card parties, club gatherings, birthday parties, etc. All functions must be approved by the Trails Board of Directors.

Security deposit for **Non - Residents \$100** is required to hold the requested date. There is a mandatory cleaning fee of \$35.

The city of Ormond Beach Code Department has set a limit of 100 people for the use of the building.

The kitchen may be used for the preparation of food only. By city code, food can be reheated but cooking/baking are strictly prohibited. If the kitchen is used, the contracting party will be responsible for removing the raw garbage.

All set up and preparation for a party is the sole responsibility of the contracting party. Contracting party will be totally responsible for the following:

1. Removal of all rental equipment must be removed by the end of the rental period.
2. Removal of decorations, raw garbage, cleaning of the outside deck/parking lot. If the cleaning company is required to perform any duties as stated above or additional cleaning of carpet their will be an additional charge.
3. There will be an additional charge if the building is left in unreasonable cleaning conditions on an hourly rate at \$25 per hour.
4. The Renting party will still be responsible for the following: Turn off all air conditioners/heating units, turn off all fans and lights, turn off all water faucets, turn off all ovens/microwaves and secure and lock all doors. Additional charges for violations of any of the above conditions will constitute additional charges.

Trails HOA do not supply any material except 6-48" & 8-60" round tables. Plus two (2) 8' foot & 6' foot long tables and 100 chairs.

There will be a charge of \$5.00 for every door that is not secured.

Refund of security deposit will be made within 10 business days of the function. The building grounds will be inspected by the Trails staff the following day. If violations of the contract are found, expenses will be deducted.

The Trail's is not responsible for any additional equipment brought in by the rental party. Outside barbeque grills and beer in kegs are not allowed for any reason. Throwing rice, bird seed, or confetti is prohibited. Outside grounds, wooden decks, walk-ways etc...are the responsibility of the contracting party for clean-up.

**SMOKING IS PROHIBITED IN THE BUILDING**

The placing of decorations other than on tables is strictly prohibited. Nothing can be placed on the walls, ceilings, fans, and windows. Confetti inside building is also prohibited.

Rental of the community building does not include the use of the Trails community pool, under any circumstances.

Advertising, invitations to the public or the use of the building for commercial purposes are prohibited, unless specifically authorized by the Board of Directors.

Any person renting the facility under this rental agreement accepts the facility "AS IS". The Trails Homeowners Association, Inc. will conduct reasonable and normal upkeep but assumes no liability for failure of equipment or other facilities.

I have read this agreement/contract and the cleanup list of this contract, governing the use of the Trails Community building and will be responsible for the facility being clean and orderly, and that all participants will conduct themselves in an orderly manner.

I hereby agree that my group and myself assumes all responsibility and that no claim or demand will be made against the Trails Homeowners Association, Inc, or its agents account of any accident or injury occurring during the use of the above facilities and agree to indemnify and hold the Trails Homeowners Association, Inc., harmless for any claim, demand or damages on account of such accident or during use of the above mentioned facility.

Name \_\_\_\_\_ Date \_\_\_\_\_  
(Signature)

**Office Use Only**

**Security Deposits will be returned to the contracting party.**

Security Deposit: \$100 Date: \_\_\_\_\_ Check# \_\_\_\_\_

Rental Fee: \$100 Date: \_\_\_\_\_ Check# \_\_\_\_\_  
(Payable to Trails Homeowners Assoc., Inc)

Cleaning Fee: \$35.00 Date: \_\_\_\_\_ Check# \_\_\_\_\_

Amount Refunded: \_\_\_\_\_ Date: \_\_\_\_\_ Reference# \_\_\_\_\_

Reason for withholding Security Deposit. \_\_\_\_\_



Homeowners Association, Inc.  
P.O. Box 908  
Ormond Beach, FL 32175

**R/V Compound Policy and Usage Fees**

**Yearly Rental**

R/V space usage fee is \$511.20 per year  
(\$42.60 per month plus tax , June 1<sup>st</sup>. – May 31<sup>st</sup> , 2016 by board motion 04/14/16 -bah)

If a resident vacates his/hers space before May 31 (end of rental period) the association will refund \$42.60 of the unused months, provided the key is returned. The association as per agreement does not pro-rate a part month.

R/V space storage rental is limited to resident owners of the Trails and applicants shall be required to show proof of owner residency prior to execution of the rental agreement. Only one space per household may be rented, the vehicle must be kept in good repair and must be properly licensed and registered in Volusia county to the address assigned on the rental agreement. (Motion of BOD 05/08/2014)

In the event that an Owning resident renting a space loses residency in the Trails, they shall advise the office and make arrangements to remove the stored vehicle/equipment. Refunds for unused rental shall be in compliance with the rental rate policy stated above. A waiting list will be maintained for residents requesting space rentals when the compound is full and the top resident on the list will be notified when an opening is available. Owners may not sublet their space, HOA reserves the right to relocate owners to spaces that suite their vehicle and or vessel to accommodate the waiting list. (Motion of BOD 05/08/2014).



Homeowners Association, Inc.  
P.O. Box 908  
Ormond Beach, FL 32175

**Trails R.V. Compound Agreement**

Name: \_\_\_\_\_ Type of R.V. \_\_\_\_\_  
Address: \_\_\_\_\_ Brand Name \_\_\_\_\_  
Phone: \_\_\_\_\_ Color(s) \_\_\_\_\_  
Office Phone: \_\_\_\_\_ License # \_\_\_\_\_  
Trails Lot# \_\_\_\_\_ Size \_\_\_\_\_

The rental period of the agreement is for one year, starting June 1st. through May 31st. of the next year. If part of the year has passed you will be billed for the remaining months. All payments will be made for the full amount due. If you vacate your space you will receive a refund for the unused months, after you have returned your compound key. The association will not prorate any part of the monthly rate.

The Trails Homeowners Association, Inc., reserves the right to change a space or to cancel this agreement at any time, with a refund for the unused months.

I, the undersigned, in consideration for being allowed to park my recreational vehicle in a space provided by the Trails Homeowners Association, Inc., do hereby release the Trails homeowners Association, Inc., and hold it harmless from any and all claims and demands, actions and causes of action, for damages of any kind and nature whatsoever arising out of the storage of said recreational vehicle upon the site provided to me by the Trails Homeowners Association, Inc. I recognize that the Trails Homeowner Association, Inc. is not assuming any responsibility whatsoever for the safety, security or maintenance of said recreational vehicle, nor is it assuming any responsibility for personal injury of any kind arising out of the storage of recreational vehicles upon the Trails Homeowners Association, Inc., property. **Enclosed a copy of your most recent R.V. Registration.**

Residency is a requirement. If you lose residency in the Trails, the agreement shall be terminated sublets are not permitted. I have read this agreement and agree to follow it.

Date: \_\_\_\_\_ R.V. Owner: \_\_\_\_\_

Witness: \_\_\_\_\_





***The Trails Homeowners Association***  
**Board Policy**  
**Website and Print Advertisement**

**Policy:** "The board of directors and management of *The Trails* Homeowners Association reserve the right to accept or reject requests for advertisement.

Acceptance and publication of an advertisement, whether in print or electronic format, does not constitute an endorsement or recommendation from the Association."

**Adopted by unanimous vote of the board 12/5/2013.**

***Trails Homeowners Association, Inc.***

Post Office Box 908 / Ormond Beach Florida 32175  
[www.trailshoaormond.com](http://www.trailshoaormond.com)

Rob Bridger, President  
Flo McNelly, Vice President  
Chuck Harris, Director  
Scott Okarski, Director  
Diane Ledford, Director

Wesley Collier, Secretary  
Fred Annon, Treasurer  
Troy Railsback, Director  
Gus Sotir, Director

**Resolution of the Board of Directors**

**Having met on August 14, 2014**

**6:30PM Clubhouse 2nd Floor**

A resolution for Neighborhood/NextDoor The Trails.com site during the Thursday August 14, 2014 regular board meeting was passed by unanimous 8 - 0 vote of present directors to adopt the following: "The social networking site Neighborhood/NextDoor The Trails is established to provide information, facilitate communication, and provide positive messages that will help bring the community together. The site is not to be used for posting derogatory comments about ones neighbors, posting religious beliefs or political opinions. Whenever two or more of the designated "leaders" for this site determine that a posting does not meet this criteria deletion of the posting is authorized."



### Records Management

Effective immediately, in accordance with Florida Statute 720.303 ("Statute") unit owner of the Trails Homeowners Association, Inc. ("THOA") may inspect and copy certain official records of the THOA.

The board will make available through its staff all of the requested documents permitted by the Statute within ten (10) business days of the request by certified mail return receipt requested. The records will be available from 9:00 a.m. to noon and 1:00 p.m. to 4:00 p.m. on normal business days. So that the normal operations of THOA will not be hindered, there must be at least two THOA representatives present. **Documents made available may be in paper or electronic form.**

The requesting unit owner or his authorized representative may use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of providing a copy of such records. There will be no charge for such use of portable device.

**THOA shall charge 25 cents per copy for any copy made on THOA's copy machine. There will be no charge for the first 25 copies.**

THOA shall charge for the time of THOA personnel retrieving and copying records if the time exceeds one-half hour. The rate charged will be the regular hourly rate of the employee or employees affected not to exceed \$20 per hour. If an employee is salaried his or her billing rate will be his or her annual salary divided by 2,080 hours.

#### *Statute 720.303, 5.C*

(c)The association may adopt reasonable written rules governing the frequency, time, location, notice, records to be inspected, and manner of inspections, but may not require a parcel owner to demonstrate any proper purpose for the inspection, state any reason for the inspection, or limit a parcel owner's right to inspect records to less than one 8-hour business day per month. The association may impose fees to cover the costs of providing copies of the official records, including the costs of copying and the costs required for personnel to retrieve and copy the records if the time spent retrieving and copying the records exceeds one-half hour and if the personnel costs do not exceed \$20 per hour. Personnel costs may not be charged for records requests that result in the copying of 25 or fewer pages. The association may charge up to 25 cents per page for copies made on the association's photocopier. If the association does not have a photocopy machine available where the records are kept, or if the records requested to be copied exceed 25 pages in length, the association may have copies made by an outside duplicating service and may charge the actual cost of copying, as supported by the vendor invoice. The association

shall maintain an adequate number of copies of the recorded governing documents, to ensure their availability to members and prospective members.

**Notwithstanding this paragraph, the following records are not accessible to members or parcel owners:**

1. Any record protected by the lawyer-client privilege as described in s. 90.502 and any record protected by the work-product privilege, including, but not limited to, a record prepared by an association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the association and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings or which was prepared in anticipation of such litigation or proceedings until the conclusion of the litigation or proceedings.
  2. Information obtained by an association in connection with the approval of the lease, sale, or other transfer of a parcel.
  3. Personnel records of association or management company employees, including, but not limited to, disciplinary, payroll, health, and insurance records. For purposes of this subparagraph, the term "personnel records" does not include written employment agreements with an association or management company employee or budgetary or financial records that indicate the compensation paid to an association or management company employee.
  4. Medical records of parcel owners or community residents.
  5. Social security numbers, driver license numbers, credit card numbers, electronic mailing addresses, telephone numbers, facsimile numbers, emergency contact information, any addresses for a parcel owner other than as provided for association notice requirements, and other personal identifying information of any person, excluding the person's name, parcel designation, mailing address, and property address. Notwithstanding the restrictions in this subparagraph, an association may print and distribute to parcel owners a directory containing the name, parcel address, and telephone number of each parcel owner. However, an owner may exclude his or her telephone number from the directory by so requesting in writing to the association. The association is not liable for the disclosure of information that is protected under this subparagraph if the information is included in an official record of the association and is voluntarily provided by an owner and not requested by the association.
  6. Any electronic security measure that is used by the association to safeguard data, including passwords.
  7. The software and operating system used by the association which allows the manipulation of data, even if the owner owns a copy of the same software used by the association. The data is part of the official records of the association.
- (d) The association or its authorized agent is not required to provide a prospective purchaser or lienholder with information about the residential subdivision or the association other than information or documents required by this chapter to be made available or disclosed. The association or its authorized agent may charge a reasonable fee to the prospective purchaser or lienholder or the current parcel owner or member for providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, if the fee does not exceed \$150 plus the reasonable cost of photocopying and any attorney fees incurred by the association in connection with the response.



Homeowners Association, Inc.  
P.O. Box 908  
Ormond Beach, FL 32175

**No Smoking Policy**

**Adopted September 12, 2013**

In compliance with the Florida Clean Indoor Air Act smoking is prohibited in all enclosed indoor workplaces owned by the Trails Homeowners Association. "No Smoking" signs are conspicuously posted

**Adopted March 13, 2014**

Smoking on the outdoor "pool deck" is restricted to **designated** "smoking areas"

**Smoking is prohibited** in the enclosed upstairs Community Room.

**Smoking is prohibited** in any vehicle owned by the Trails Homeowners Association.