

**WOODMILL TRACE HOME OWNERS ASSOCIATION**

**REVISED COMMUNITY RULES**

**APPROVED BY BOARD OF DIRECTORS ON:  
JUNE 29, 2022**

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## SECTION I - INTRODUCTION

### 1. GOVERNING DOCUMENTS (on website)

- a. Bylaws of Woodmill Trace Townhomes dated October 26, 2005.
- b. Declaration of Covenants, Conditions and Restrictions (CC&Rs) for Woodmill Trace Townhomes, dated October 26, 2005.

c. **CC&Rs. Article III, Section 6. Rules and Regulations**

The Board of Directors *may establish reasonable rules and regulations* concerning the use of the Common Area and Area of Common Responsibility and facilities located thereon, including the *imposition of reasonable user fees* and *limits upon the number of permitted guests*. Additionally, the Board of Directors may establish rules and regulations concerning use of the Lots, including architectural and environmental controls. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners prior to the rule's effective date. Such regulations shall be binding upon the Owners, their families, tenants, guests, invitees and agents until and unless such regulation, rule or requirement be specifically overruled, canceled or modified by the Board or, in a regular or special meeting, by the vote of the members.

d. **CC&Rs. Article III, Section 2. Delegation of Use.**

Any Owner may delegate in writing his or her right of enjoyment to the Common Area and facilities to the members of his or her family, tenants and social invitees subject to reasonable regulation by the Board and only in accordance with procedure the Board may adopt. The maximum number of social invitees shall be two unless special arrangements in writing are made with the Board.

### 2. AUTHORITY.

The Board has clarified the rules regarding use of Common Area and facilities hence forth referred to as Amenities. This includes the usage of all amenities, whether delegated or retained by the owner.

In accordance with the CC&Rs an owner may delegate his/her right to the amenities only in totality. Members of the household of the Owner, or a tenant to whom the rights have been delegated, residing in Woodmill Trace are Authorized Users. Authorized Users may have social invitees, subject to restrictions in rules, use the amenities. Once an Owner delegates his/her rights of enjoyment to the amenities the delegated party becomes the Authorized User of the amenities. If the Owner retains the rights to the amenities, the Owner remains the Authorized User. The Authorized User may use the pool, gym, rent the clubhouse and use the RV lot (subject to space availability). Specific rules for use of each amenity follow in Section III. Please note a delegation of use does not defer nor delegate liability for any damage resulting from use, the Owner as defined in the CC&Rs is and remains responsible and liable for any infraction or damages the Authorized User or guests may cause.

If the Owner retains the rights to the amenities, the Owner is the Authorized User and may use the pool, gym, rent the clubhouse and use the RV lot. (Specific rules for use of each amenity follow in Section III).

The most current version of the rules will be placed on the Woodmill Trace HOA website ([woodmilltracehoa.org](http://woodmilltracehoa.org)).

### 3. DEFINITIONS

- a. **Association** shall mean and refer to Woodmill Trace Townhomes Owners Association, Inc., an Alabama nonprofit corporation, its successors and assigns. The Board of Directors shall be the elected body having its normal meaning under Alabama corporate law.
- b. **Owner** shall mean and refer to the record owner, whether one or more persons or entitled, of any Lot which is part of the Properties but excluding in all cases any party holding the fee simple title merely as security for the performance of an obligation.
- c. **Common Area** shall mean all real and personal property and easements and other interest herein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.
- d. **Area of Common Responsibility** shall mean and refer to the Common Area together with those areas, if any, which become the responsibility of the Association.
- e. **Authorized User** shall mean and refer to either an Owner or tenant to whom the owner has delegated the rights to the common areas. Members of the household residing in Woodmill Trace shall also be Authorized Users, subject to limitations set forth in rules.

## **SECTION II – FEES**

- 1. CC&RS, ARTICLE III, SECTION 1. (a)** The right of the Association to charge reasonable admission and other fees for the use of any facility now or hereafter or constructed upon the Common Area.
  
- 2. Clubhouse Fees.** Effective April 1, 2019, a usage fee is \$50 (nonrefundable) and a security deposit is \$500. The fee and the security deposit must be paid with separate checks, by the Authorized User, and made out to Woodmill Trace HOA. Detailed information on renting the clubhouse may be found in Section III.
  
- 3. RV Lot Decal Fee.** Effective May 1, 2019, there shall be an annual administrative fee of \$50.00 for issuing the decal for each vehicle stored in the RV Lot. This fee is payable annually. Decals shall be obtained via Property Management company (currently EREM) upon presentation of the required application and \$50.00 administrative fee, effective May 1, 2019 which is valid till Dec 31 of the current year. A new decal must be purchased each year. *This is an annual \$50.00 fee per decal received,* if you are no longer using a decal notify EREM to stop the fee.
  
- 4. Rental Administrative Fee.** Effective June 1, 2019, there shall be an annual administrative fee for Owners who rent out their homes. The fee is \$50.00. This fee is payable annually. The purpose is to help offset the time spent on record keeping of leases, amenities, key cards and other issues involving tenants. Additional information may be found in Section IV – Forms.
  
- 5. HOA Dues/Fees (see following page for additional information).**

## **HOA Dues/Fees**

Currently the HOA Dues are \$130 per month, due on the first of the month, \$390 per quarter or \$1560 payable annually.

**HOA fees are always due on the first day of every quarter** - i.e. Jan 1, April 1, July 1, and October 1. There is a ten-day grace period, after which a \$35 late fee per property will be added. For each additional month the balance is past due, an additional \$35 late fee will be assessed. If balances remain delinquent for longer than 30 days, amenity access will be suspended until the account is brought up to date. The fee for a returned check is \$35.

### **Payments can be made to through the US mail**

Mailing address for all HOA payments, please do not send anything other than checks and coupons to this address:

Woodmill Trace HOA  
c/o Executive Real Estate Management  
PO Box 105007  
Atlanta GA 30348-5007  
Phone: 256-880-1000

**There are four different ways to pay assessments: Online via eCheck or Credit Card, ACH/Auto Debit, US Mail (use voucher), or Bill-Pay. Please see additional details for each option below, but always check the HOA website for the most current means of paying dues.**

### Online Payment Via eCheck or Credit Card (one time & recurring options)

**How does it work?** Set up a one time or recurring payment using eCheck, MasterCard, American Express or Discover.

**What do I need to do?** Simply follow the directions below:

- Log in to [www.hoabankservices.com](http://www.hoabankservices.com)
- Select “Online Payments”
- Choose “One Time Credit Card Payment”, “One Time eCheck Payment” or “Recurring Payment”  
Note: You will need a login ID to set up a recurring online payment which can be obtained by selecting “Register Now” and completing the form. Recurring payments must be renewed each year.)
- Select your homeowner’s association and follow the instructions on the screen \*There is a convenience fee and a \$5,000 maximum per transaction, if you pay via a credit card.

### ACH/Recurring Automatic Bank Draft (free of charge!)

**How does it work?** Your account is automatically debited when your assessment is due.

**What do I need to do set it up?** Contact management to obtain the bank draft form and send it with a canceled (VOID) check to EREM, Inc. (address below) or email a copy to [manager@ereminc.com](mailto:manager@ereminc.com).

## US Mail

**How does it work?** You write a check and mail it in every time your assessment is due.

**What do I need to do?** Write a check payable to your homeowner's association and mail it along with your payment voucher to the address listed on the voucher each month. **Important:** Please write your Homeowner Account Number on the check. Homeowner Account number is: Unit address number followed by street abbreviation: example 7300WW for 7300 Woodmill Way, RW for Rushing Wood Drive, MH for Mill House Walk, and MC for Mill Creek Rd). All mailed payments must be accompanied with a voucher in order to be processed. In the event you need a replacement book, please let us know. There is a \$5.00 fee for coupon books

## Your Bank's Online Bill-Pay

**How does it work?** Set up your HOA as a payee with your bank's online banking bill-pay.

**What do I need to do?** Please complete your bill-pay setup exactly as follows:

Payee: Woodmill Trace HOA

Address 1: EREM, Inc.

Address 2: PO Box 105007

City: Atlanta State: GA Zip: 30348-5007

Account Number/Reference Number: Your Homeowner Account Number

**Homeowner Account Number:** Unit address number followed by street abbreviation:

- **WW** for Woodmill Way
- **RW** for Rushing Wood Drive
- **MH** for Mill House Walk
- **MC** for Mill Creek Rd
- Example 7300**WW** for 7300 **W**oodmill **W**ay.

HOA fees are always due on the first day of every month and have a 10-day grace period. For each additional month the balance is past due, an additional \$35 late fee will be assessed. If balances remain delinquent for longer than 30 days, amenity access will be suspended until the account is brought up to date. The fee for a returned check is \$35. If you are a new homeowner, please contact management as soon as possible, so that a new voucher book can be ordered for you or to set up automatic bank draft.

## **Management's Contact Information:**

Executive Real Estate Management

3313 Memorial Parkway SW, Suite 127

Huntsville AL 35801

[manager@ereminc.com](mailto:manager@ereminc.com)

[256-880-1000](tel:256-880-1000)

**SECTION III  
REVISED RULES**



## **Clubhouse Rental and Use** (Rental form in Section IV)

**Authorized User** shall mean and refer to either an owner, or persons to whom the owner has delegated the rights of enjoyment to the Common Area and facilities, as defined in Article 3 Section 2 of the CC&Rs.

Reservations for the clubhouse are made on a first-come, first-served basis up to 90 days in advance. Reservations are to be made through the HOA management company, EREM, Inc. They may be contacted at 256-880-1000. The form is also located on the website. The reservation gives the Authorized User exclusive use of the clubhouse and nonexclusive use of the pool areas and parking lot.

The clubhouse may **only** be rented by Authorized Users, the Authorized User must be the host of the event and present for the entire event. If an owner has delegated their amenity access privileges over to a tenant, then the tenant is considered the Authorized User and may rent the clubhouse.

After approval of a reservation the Authorized User must meet with a member of the board for an orientation and review of the clubhouse use rules. The Authorized User must also meet after the event to confirm no damage was done to the clubhouse. A board member may show up to your event to verify rules are being followed and that the Authorized User is present.

The access card you currently use for entry into the pool area will also allow you to access the main area of the clubhouse on the day of the event. The interior portion of the clubhouse is accessed through the door located inside the exercise room (the card reader is just to the right of the door.) This means if your card has been deactivated you will not have access to the club house.

The usage fee is \$50 (effective April 1, 2019) and the security deposit is \$500. The fee and the security deposit must be paid with separate checks by the Authorized User and made out to Woodmill Trace HOA. The signed form and payments should be mailed to EREM **no later than two weeks prior to the event - no exceptions**. No third-party checks will be accepted. If the Authorized User cancels the reservation, the reservation fee and security deposit will be returned. If the Club house is left clean and undamaged the security deposit will be returned to the Authorized User. All reservations are subject to approval by the board of directors. The Authorized User must be in good standing with the HOA to have the privilege of renting the clubhouse.

The board reserves the right to cancel a reservation at any time. The clubhouse is not available for rental on holidays; rental of the clubhouse for commercial purposes is prohibited.

Vandalism will be reported to the HUNTSVILLE POLICE DEPARTMENT. Any Authorized User caught vandalizing will be held financially responsible for repairs and may be subject to fines issued by the HOA. Accidental damage should be reported to the HOA and the Authorized User may be held financially responsible for the damages. The Owner will be held financially responsible for any damages caused during rental by Authorized user or their guests.

Reservations can be made to through the US mail.  
Mailing address:  
Woodmill Trace HOA c/o Executive Real Estate Management  
3313 Memorial Parkway, Suite 127  
Huntsville, AL 35801  
Phone: 256-880-1000

## **RV Lot Rules** (Application form in Section IV)

**Authorized User** shall mean and refer to either an owner, or persons to whom the owner has delegated the rights of enjoyment to the Common Area and facilities, as defined in Article 3 Section 2 of the CC&Rs.

1. All vehicles and trailers stored in the RV Yard **MUST** have a decal assigned by Woodmill Trace HOA.
2. All vehicles and trailers stored in the RV Yard **MUST** have a license plate and current registration. The registration must be in the name of the Authorized User.
3. All vehicles and trailers stored in the RV Yard **MUST** be fully operational.
4. Decals shall be obtained via Property Management company (currently EREM, Inc) upon presentation of the required application and \$50.00 application fee, effective May 1, 2019. *This is an annual \$50.00 fee per decal received*, if you are no longer using a decal notify EREM to stop the fee.
5. Current contact information “phone, email, and mailing” must be submitted to maintained with EREM, Inc.
6. All vehicles and trailers stored in the RV Yard must be removed within 72hrs of notice by the board. Failure to do so will result in removal by towing at the owner’s expense. HOA will not be responsible for damages or loss as a result of towing.
7. Decals may only be obtained by the Authorized User.
8. Decals are not transferable and must be placed on the assigned vehicle or trailer.
9. Business vehicles and/or business trailers are not permitted.
10. Each lot/property is limited to one (1) self-propelled vehicle and one (1) towed vehicle (trailer), subject to space availability.
11. No Dumping! Any Owner or Authorized User found to be dumping in the RV yard will be held financially responsible for all RV Yard cleanup costs.
12. The Board of Directors reserves the right to make exceptions on a case by case / as needed basis.
13. Any vehicles or trailers found to be non-compliant with these rules will be towed without notice at the owner’s expense.
14. The RV Yard may only be used by Authorized Users in good standing with the HOA.
15. **A violation of the RV Yard rules may result in suspension of privileges for a period of time to be determined by the Board of Directors of the HOA. This will be done by deactivating Authorized User’s key card which may limit access to other amenities.**
16. Vandalism will be reported to the HUNTSVILLE POLICE DEPARTMENT. Any Authorized User caught vandalizing will be held financially responsible for repairs and may be subject to fines issued by the HOA. Any nonmember may be prosecuted and will be held financially accountable. Owners are responsible for any damages caused by the Authorized User or their guests.
17. Report all injuries or hazardous conditions to the H.O.A. [info@woodmilltracehoa.org](mailto:info@woodmilltracehoa.org)  
Applications for decals can be sent through the US mail.  
Mailing address:  
Woodmill Trace HOA c/o Executive Real Estate Management  
3313 Memorial Parkway, Suite 127  
Huntsville, AL 35801  
Phone: 256-880-1000

## **Pool Rules**

### **HOURS: 9:00 A.M. - 10:00 P.M.**

**Authorized User** shall mean and refer to either an owner, or persons to whom the owner has delegated the rights of enjoyment to the Common Area and facilities, as defined in Article 3 Section 2 of the CC&Rs.

1. **HOURS: 9:00 A.M. - 10:00 P.M.**
2. Swim at your own risk.
3. Always Keep the gate shut and locked, NO propping it open.
4. Pool use is restricted to Authorized Users and are limited to two Guests per household and MUST be accompanied by the Authorized User at all times. Unauthorized persons using the pool will be considered trespassing and may be prosecuted.
5. Children under the age of 16 years old must be accompanied by a parent / guardian at all times.
6. No pets are allowed in the pool area for any reason.
7. Tobacco products, e-cigarettes, vaping, or similar may not be used in the pool area.
8. No breakable containers are allowed in the pool area. This includes beverages in glass containers.
9. No food or drinks are allowed in the pool.
10. No grills or cooking devices may be used in the pool area.
11. All members are responsible for cleaning up after themselves. Any items left at the pool may be discarded by the HOA. This includes float toys, umbrellas, chairs, etc.
12. Proper swimming attire is required at all times when entering the pool; no street clothing, cut-offs, or denim shorts are permitted in the pool area.
13. Diapers are not permitted in the swimming pool.
14. Common sense shall be exercised by all pool goers; all signage and posted rules are to be observed at all times.
15. Each Authorized User must use their own card for access; under no circumstances shall an Authorized User provide access for someone they are not responsible for.
16. Vandalism will be reported to the HUNTSVILLE POLICE DEPARTMENT. Any Authorized User caught vandalizing will be held financially responsible for repairs and may be subject to fines issued by the HOA. Any nonmember may be prosecuted and will be held financially accountable. Owners are responsible for any damages caused by the Authorized User or their guests.
17. **Violation of any of the pool rules may result in suspension of privileges for a period of time to be determined by the Board of Directors of the HOA. This will be done by deactivating Authorized User's key card which may limit access to other amenities.**
18. Report all injuries or hazardous conditions to the H.O.A. [info@woodmilltracehoa.org](mailto:info@woodmilltracehoa.org)

## Exercise Room Rules

**Authorized User** shall mean and refer to either an owner, or persons to whom the owner has delegated the rights of enjoyment to the Common Area and facilities, as defined in Article 3 Section 2 of the CC&Rs.

1. Use equipment at your own risk.
2. Authorized Users over the age of 18 may use all equipment without supervision. Children under the age of 18 must always be accompanied by a parent/guardian who is at least 18 years old.
3. Equipment use is restricted to Authorized Users only due to limited space and insurance considerations. Unauthorized persons using the Exercise room will be considered trespassing and may be prosecuted.
4. No pets are allowed in the Exercise Room for any reason.
5. No breakable containers are allowed in the Exercise Room.
6. All Authorized Users are responsible for cleaning up after themselves. This includes sanitizing the equipment with the provided wipes, putting away weights, correcting the position of any moved equipment, etc... Any items left in the Exercise Room may be discarded by the HOA.
7. Proper attire is required at all times.
8. Common sense and safety practices shall be used by all exercisers.
9. Vandalism will be reported to the HUNTSVILLE POLICE DEPARTMENT. Any Authorized User caught vandalizing will be held financially responsible for repairs and may be subject to fines issued by the HOA. Any nonmember may be prosecuted and will be held financially accountable. Owners are responsible for any damages caused by the Authorized User or their guests.
10. **Violation of any of the Exercise Room rules may result in suspension of privileges for a period of time to be determined by the Board of Directors of the HOA. This will be done by deactivating Authorized User's key card which may limit access to other amenities.**
11. Report all injuries or hazardous conditions to the H.O.A. [info@woodmilltracehoa.org](mailto:info@woodmilltracehoa.org)

## Parking

THIS IS NOTICE TO EACH OWNER AND RESIDENT THAT A FINE WILL BE IMPOSED UPON ANY AND EACH VIOLATION OF THE PARKING RULES WITHOUT NEED FOR FURTHER NOTICE. The parking rules clarify the rules outlined in the CC&Rs.

### **Per the Amended C&Rs August 24, 2007**

Article III, Section 7, Paragraph 8 shall be replaced by the following:

Vehicles and Garages:

Each Townhome shall have four (4) designated parking areas which shall include two (2) in the garage and two (2) in the driveway. The term "vehicles," as used herein, shall include, without limitation, motor homes and other recreational vehicles, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans, tractors, mowers and automobiles.

All vehicles shall be parked within garages, driveways or other Board approved paved parking areas. Parking in yards, alley ways and unpaved areas is prohibited. Any vehicles that are kept in the Community, other than in a Board designated area, for periods longer than (5) days shall be considered a nuisance and The Board, at its discretion, shall have the authority to remove the vehicle from the Community at the vehicle owners' expense. A Fenced Parking Area is provided near the entrance of the subdivision that may be used to park and store any of the types of vehicles.

Trucks with mounted campers which are an Owner's or Occupant's primary means of transportation shall not be considered recreational vehicles, provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal.

The Board at its discretion may assign specific parking spaces to the Townhome Owners and change the assignment of such specific parking spaces from time to time.

No eighteen-wheel trucks or the cabs of such trucks shall be parked, kept or stored within the Community, and if so parked, kept or stored shall be considered a nuisance and may be removed by the Board. No motorized vehicles shall be permitted on pathways or unpaved Common Property except for public safety vehicles or vehicles authorized by the Board. Garage doors shall be kept closed at all times, except when garage in use.

1. All vehicles parked overnight must be parked in the garage or the driveway.
2. To park a vehicle on the street overnight requires approval from the board per occurrence.
3. When a vehicle is parked overnight on the street, a notice will be placed on the vehicle. The 2nd time the vehicle is parked overnight, even non-consecutive nights, a fine of \$25 will be levied.
4. If a vehicle is found parked in any yards, alley ways, or unpaved areas, a warning will not be given, a \$25 fine will be levied immediately.
5. Any vehicles not in compliance with the rules are subject to fines and/or towing at the owner's expense.

### **The only Board approved parking area is the pool parking lot but is limited to use by:**

- A. Authorized users currently accessing the pool, gym, or clubhouse amenity.
- B. Authorized users in need of temporary additional overnight parking may use the back row of the lot, vehicles must be removed during the day.
- C. Authorized user's guests attending an event being held at the clubhouse.
- D. Any vehicles not in compliance with the above pool lot limitations (A-C) are subject to fines and towing at the owner's expense.

**Authorized User** shall mean and refer to either an owner, or persons to whom the owner has delegated the rights of enjoyment to the Common Area and facilities, as defined in Article 3 Section 2 of the CC&Rs.

AMENDMENT OF PROTECTIVE COVENANTS FOR  
WOODMILL TRACE TOWNHOMES



**KNOW ALL MEN BY THESE PRESENTS: DILTINA DEVELOPMENT CORPORATION**, an Alabama Corporation, is the owner of all the property embraced in the plat of WOODMILL TRACE TOWNHOMES, which has been recorded in Document 20051027000730260 in the Office of the Judge of Probate of Madison County, Alabama; and,

**WHEREAS**, certain Declaration for protective covenants and restrictions for WOODMILL TRACE TOWNHOMES were filed of record in Document Number 20051027000730260 in the Office of the Judge of Probate of Madison County, Alabama. Pursuant to Article XII, Section 5 of said Declaration, Diltina Development Corporation, Declarant, has the right unilaterally to amend the Declaration for so long as Declarant has the right to subject additional property to the Declaration as provided in Article IX therein.

**WHEREAS**, Declarant still has the right to subject additional property to the Declaration and pursuant to the above referenced articles, the undersigned amends the subject Declaration of protective covenants and restrictions as follows:

**Article III, Section 7, Paragraph 8 shall be replaced by the following:**

**Vehicles and Garages:**

Each Townhome shall have four (4) designated parking areas which shall include two (2) in the garage and two (2) in the driveway. The term "vehicles," as used herein, shall include, without limitation, motor homes and other recreational vehicles, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans, tractors, mowers and automobiles.

All vehicles shall be parked within garages, driveways or other Board approved paved parking areas. Parking in yards, alley ways and unpaved areas is prohibited. Any vehicles that are kept in the Community, other than in a Board designated area, for periods longer than (5) days shall be considered a nuisance and The Board, at it's discretion, shall have the authority to remove the vehicle from the Community at the vehicle owners expense. A Fenced Parking Area is provided near the entrance of the subdivision that may be used to park and store any of the types of vehicles.

Trucks with mounted campers which are an Owner's or Occupant's primary means of transportation shall not be considered recreational vehicles, provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal.

The Board at its discretion may assign specific parking spaces to the Townhome Owners and change the assignment of such specific parking spaces from time to time.

No eighteen wheel trucks or the cabs of such trucks shall be parked, kept or stored within the Community, and if so parked, kept or stored shall be considered a nuisance and may be removed by the Board. No motorized vehicles shall be permitted on pathways or unpaved Common Property except for public safety vehicles or vehicles authorized by the Board.

Garage doors shall be kept closed at all times, except when garage in use.

**NOW THEREFORE**, in consideration of the premises and in consideration of good and valuable benefits received by the undersigned, the receipt and sufficiency of which is hereby acknowledged, the undersigned does hereby amend those certain covenants and restrictions for **WOODMILL TRACE TOWNHOMES**, as the same appear of record as Document Number 20051027000730260, in the Office of the Judge of Probate of Madison County, Alabama, for the purpose of giving full force and effect to the said covenants and restrictions contained therein, which said covenants and restrictions shall run with the real property and be binding on all parties having any rights, title or interest in said lands.

**IN WITNESS WHEREOF**, the undersigned has duly executed there presents on this the 24 day of August, 2007.

**DILTINA DEVELOPMENT CORPORATION**

By: [Signature]  
**Michael Friday, President**

**STATE OF ALABAMA  
COUNTY OF MADISON**

I, the undersigned, a Notary Public in and for said county and state, hereby certify that **Michael Friday** as President of **Diltina Development Corporation**, an Alabama corporation, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such president and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 24 day of August, 2007.

[Signature]  
Notary Public  
My Commission Expires:



This Document Prepared By: Michael W. Friday  
Diltina Development Corporation  
7545-A Highway 72 West  
Madison, AL 35758  
(256) 837-0999

WOLFE JONES BOSWELL  
PICK-UP

## **Short Term Rentals**

Effective immediately, use of units for AirBnB or similar bed and breakfast short term stay operations less than 60 days are expressly prohibited within the Woodmill Trace Community. Listing units on AirBnB or similar sites and advertising units for such purposes is also prohibited. A fine of \$50 for violation can be assessed daily and can be assessed for advertising a unit or lot for such purposes regardless of whether a unit or lot is occupied.

**SECTION IV**  
**FORMS**





**Authorized User** shall mean and refer to either an owner, or persons to whom the owner has delegated the rights of enjoyment to the Common Area and facilities, as defined in Article 3 Section 2 of the CC&Rs.

This agreement is between Woodmill Trace Townhomes Homeowners Association and the undersigned Authorized User.

Reservations for the clubhouse are made on a first-come first-served basis and may be made no later than 10 days prior to the event and *no earlier than* 90 days in advance. Reservations are to be made via mail to: **Woodmill Trace HOA- c/o Executive Real Estate Management (EREM), 3313 Memorial Parkway SW, Suite 127, Huntsville, AL 35801**. Reservations will be placed on the calendar *once* the Reservation Form and two checks are received, not before. Both fees must be paid with separate checks, by the Authorized User and made out to Woodmill Trace HOA. No third-party checks will be accepted. The usage fee is \$50 and the security deposit is \$500. If the Authorized User cancels the reservation, the reservation fee and security deposit will be returned. All reservations are subject to approval by the board of directors. The Authorized User must in good standing to have the privilege of renting the clubhouse. The clubhouse may **only** be rented by Authorized Users. Additionally, the Authorized User must be the host of the event and present for the entire event. Owners are responsible for any damages incurred by Authorized Users or their guests.

The board reserves the right to cancel a reservation at any time. The clubhouse is not available for rental on holidays. The rental of the clubhouse for commercial use is prohibited. The reservation gives the Authorized User exclusive use of the clubhouse but not *exclusive* use of the pool areas and parking lot.

#### **Rules of Usage**

1. The Authorized User agrees to assume 100% responsibility for their conduct and the conduct of their guests and is responsible for the any damage to Association property or equipment resulting from the event.
2. The Authorized User agrees to be present during the entire time of usage.
3. The Authorized User agrees to limit the number of guests to no more than 25 persons.
4. The Authorized User agrees to restrict parking by himself and his guests to designated areas only. No parking on grass, landscaped areas or on the street in front of the clubhouse.
5. The Authorized User agrees to enforce a NO SMOKING policy inside the clubhouse.
6. The Authorized User agrees to refrain from the use of nails, staples, or any type of adhesive product that may damage the walls, windows, doors or exterior.
7. The Authorized User agrees to the usage of hours of 7 am -10 pm. Clean-up must be finished by 11 pm.
8. The Authorized User agrees to not remove any furniture from the clubhouse for any reason. Further, patio/pool furniture may not be placed inside clubhouse.
9. The Authorized User agrees to complete the cleanup checklist. (*see attached*) Failure to clean will result in fines of \$100 or the actual cleaning cost, whichever is greater. This MAY exceed the deposit.
10. The Authorized User agrees to indemnify, hold harmless, and defend the HOA and the board of directors from all claims for damages to persons or property arising out of or connected with this rental agreement and the use or consumption of alcoholic beverages by the undersigned or any guest(s). Beer kegs are not allowed. Grills are also not allowed.

11. Should it become necessary for the board to incur costs and expenses to retain the services of an attorney to enforce this agreement, or any portion thereof, the undersigned agrees to pay the costs and attorneys' fees thereby expended, or for which liability was incurred.
12. The Authorized User agrees to keep doors and windows closed at all times.
13. The board reserves the right to enter the clubhouse at any time, for any reason, during an event being held at the facilities to ensure that proper care of the facilities is being taken.
14. The Authorized User agrees to ensure that no swimsuits (wet or dry) are worn in the clubhouse.
15. The Authorized User agrees to refrain from excessive noise that would be disruptive to residents within the community.

The undersigned does hereby acknowledge that the undersigned has read and does understand the above stated Woodmill Trace Clubhouse Usage Agreement rules and agrees that if any of these rules contained herein are violated, all of the deposit may be forfeited, and further rental of the facilities may be denied. Further, the undersigned agrees to be responsible for any and all damages to the facilities at the sole discretion of the board. If damages exceed the deposit amount the undersigned will be responsible for the balance and will be billed by the HOA.

Authorized User (print name)	Signature	Date
------------------------------	-----------	------

\_\_\_\_\_

Address

\_\_\_\_\_

Phone

\_\_\_\_\_

Nature of Event

\_\_\_\_\_

Event Time

\_\_\_\_\_

Event Date

----- To Be Completed Later -----

\_\_\_\_\_

Board Member Signature

\_\_\_\_\_

Deposit Received

\_\_\_\_\_

Check #

\_\_\_\_ Clubhouse returned in good order, cleaned, and security deposit returned.

\_\_\_\_\_

Board Member Signature:

\_\_\_\_\_

Date

After your event please follow this checklist to help insure that the clubhouse is returned to its original condition. Please turn in the checklist when you return the key. Cleaning supplies are located in the closet.

- Remove all trash from building \_\_\_\_\_
- Remove all trash from building (there is no garbage pickup at clubhouse) \_\_\_\_\_
- Sweep and mop (if anything spilled) all floors \_\_\_\_\_
- Clean countertops, appliances and tabletop surfaces \_\_\_\_\_
- Remove all decorations, banners, signs, flowers, etc. \_\_\_\_\_
- Return all furniture to original location \_\_\_\_\_
- Close and secure all doors, including deadbolt \_\_\_\_\_
- Door going into bathroom area \_\_\_\_\_
- Doors going out to pool area \_\_\_\_\_
- All windows are shut and locked \_\_\_\_\_
- Remove all food and beverages from refrigerator \_\_\_\_\_
- Please check restrooms to ensure they are clean. \_\_\_\_\_
- Make sure all water faucets are off \_\_\_\_\_
- Leave lamp on the foyer table on \_\_\_\_\_
- Lock the front door handle and deadbolt \_\_\_\_\_

Please list the time the clubhouse was closed after cleaning. \_\_\_\_\_ (AM / PM)

\_\_\_\_\_  
Sign above to acknowledge all items of above list completed

\_\_\_\_\_  
Date

If you are a homeowner and would like to lease your unit, the HOA requires the following forms and information to be submitted. The forms must be filled out and sent to Elite Housing Management each year. Effective May 1, 2019, there shall be an annual administrative fee for Owners who rent their homes. The current fee is \$50.00, payable annually (Jan 1<sup>st</sup> each year). The purpose is to help offset the time spent on record keeping of leases, amenities, key cards and other issues involving tenants.

According to the Covenants, Conditions and Restrictions (CC&Rs), Section 4. Notice of Sale, Lease or Mortgage. In the event an Owner sells, leases or mortgages the Owner's property, the Owner will be required to give to the Association in writing, the name of the purchaser, lessee, or mortgagee of the property. Owner agrees to provide to the Association a copy of lease and signed documentation that the purchaser, lessee or mortgagee has received a copy of the regulations and restrictions governing subject property.

Please submit the following information by mail or email; and mail a check for \$50 payable to WMT HOA.

1. Copy of your **signed lease agreement** with your tenant
2. Tenant named on lease must sign **Covenants Acknowledgment Form**
3. Owner must submit an updated **Contact Information Form**
4. Owner must fill out a **Delegation of Use Form**. If the owner is not delegating to the tenant, the owner should put their own name as the authorized user and the address at which the owner resides as the authorized user address.

It is the responsibility of the owner to pay all dues, fines, and administrative fees. It is the responsibility of the owner to ensure all forms are filed with the management company and to ensure information is accurate and current. It is the owner's responsibility to inform tenants of changes to community rules, services, amenities, etc... The HOA does not guarantee access to amenities nor facilities and is not responsible for providing your tenant with access. For further clarification refer to the CC&Rs, community rules, or submit further questions to the HOA board.

The required forms and information can be sent via email or postal service to the management company.

Woodmill Trace HOA  
C/o Executive Real Estate  
Management (EREM)  
3313 Memorial Parkway SW, Ste. 127  
Huntsville, AL 35801

# Homeowner Contact Information Form



C/o Executive Real Estate  
 Management (EREM)  
 3313 Memorial Parkway SW, Ste. 127  
 Huntsville, AL 35801

**PLEASE COMPLETE THIS FORM AND RETURN**

**Property Address:**

**Mailing Address:**

**CONTACT INFORMATION**

*All information on this form is considered to be confidential and will not be released without permission of the Owner. This information may be utilized by the association and those contracted or employed by the association as needed.*

<b>Date form completed:</b> ___/___/20__	<b>Send communications to:</b> <b>Property Address / Mailing Address</b>	<b>Is unit Owner Occupied?</b> <b>Yes    No</b>
---------------------------------------------	-----------------------------------------------------------------------------	----------------------------------------------------

1. Owner Information

Full Name	Spouse (optional)
Home Telephone	
Work Telephone	Work Telephone
Pager/Cell Phone	Pager/Cell Phone
E-mail Address	E-mail Address

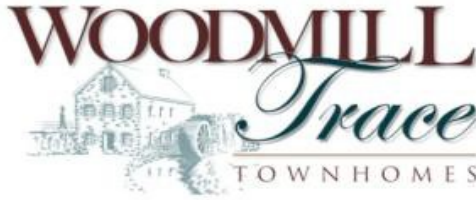
2. Please complete the following section if the Unit is Rented.

Tenant Name	
Home Telephone	E-mail Address
Work Telephone	Pager/Cell Phone

3. Person(s) to contact in case of an emergency

Full Name	Full Name
Street Address	Street Address
City, State, Zip	City, State, Zip
Home Telephone	Home Telephone
Work Telephone	Work Telephone
Relationship of Contact	Relationship of Contact

# Delegation of Use Form



C/o Executive Real Estate  
Management (EREM)  
3313 Memorial Parkway SW, Ste. 127  
Huntsville, AL 35801

Access to the amenities is a privilege of each member/owner of the Woodmill Trace Townhome Community HOA. The CC&Rs Article 3 Section 2 provide for a "Delegation of Use" by the owner.

## **CC&R Article III, Section 2. Delegation of Use.**

*Any Owner may delegate in writing his or her right of enjoyment to the Common Area and facilities to the members of his or her family, tenants and social invitees subject to reasonable regulation by the Board and only in accordance with procedure the Board may adopt. The maximum number of social invitees shall be two unless special arrangements in writing are made with the Board.*

In accordance with the CC&Rs an owner may delegate his/her right to the amenities only in totality, to the members of his/her family, tenants, social invitees, or retain the right to the amenities. If the owner delegates his/her rights of enjoyment to the amenities the delegated party becomes the Authorized User of the amenities. If the owner retains the rights of enjoyment to the amenities, the owner remains the Authorized User. The Authorized User may use the pool, gym, rent the clubhouse and use the RV lot (subject to space availability). Specific rules for use of each amenity are in Section III of the community rules. Please note a delegation of use does not defer nor delegate liability from use, the owner as defined in the CC&Rs is liable for any infraction or damages the Authorized User or guests may cause.

**Authorized User** shall mean and refer to either an Owner or tenant to whom the owner has delegated the rights to the common areas. Members of the household residing in Woodmill Trace shall also be Authorized Users, subject to limitations set forth in rules.

Please complete the following information to delegate your right of enjoyment to the Common Area and facilities. Once delegated the amenities cannot be used by the owner until the delegation is revoked in writing and received by the board. Failure to follow the rules and regulations by the owner and/or the Authorized User will result in suspension of privileges and deactivation of access control card as allowed by the CR&B's. If there are fees associated with the use of specific amenities the owner will be responsible for said fees. If you are the owner and choosing to revoke a previous delegation, or retain your right of use, enter your name as the authorized user.

Owner Name/s: \_\_\_\_\_

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

Authorized User Name/s: \_\_\_\_\_

Authorized User Address: \_\_\_\_\_

Authorized User Contact: \_\_\_\_\_

# Delegation of Use Form

## **Please read and initial/sign as indicated**

1. Owner acknowledges privileges for amenities use are granted to owner, who may delegate such privileges to an Authorized User, and by their initial has decided to do so. Additionally, this transfer of access will require transfer of the RFID Access Card to the Authorized User.

\_\_\_\_\_ (owner initial)

- Lost/ replacement access cards must be requested by the OWNER. A replacement card will require payment of \$25 via check or money order mailed to the management company or brought to their office (address above). A replacement card will be issued within 10 business days of the request.

\_\_\_\_\_ (owner initial)

- Owner understands that they retain the responsibility of paying the required dues, fees, fines, & assessments. The HOA cannot and will not invoice Authorized User. Any arrangements as part of a lease or other agreement are between the owner and contracted party ONLY. Access to amenities is not guaranteed by the HOA and rules of access and use may be changed by the board.

\_\_\_\_\_ (owner initial)

- Owner understands that late payment and uncollected assessments will subject the Authorized User to the same rules and regulations regarding deactivation/suspension of amenity access.

\_\_\_\_\_ (owner initial)

- Owner agrees to fill out any additional required paperwork, including a copy of the signed (up to date) lease agreement (when applicable), Authorized User contact information, and covenants acknowledgement form. These items must be on file with the Management company before amenities access can be transferred.

\_\_\_\_\_ (owner initial)

- Owner is aware that failure to follow the rules and regulations by the owner or the Authorized User will result in suspension of privileges and deactivation of access control card as allowed by the CR&B's.

\_\_\_\_\_ (owner initial)

By my signature, I acknowledge that I have read and understand the C&Rs, Bylaws, and the above noted requirements/restrictions. That I am the owner as defined by the CC&Rs, have the authority to execute this delegation, and agree to such terms. This form serves as my written notice to delegate my right of enjoyment to the Common Area and facilities to the Authorized User of record. This delegation will not change unless I notify the board in writing.

---

Owner - Print Name

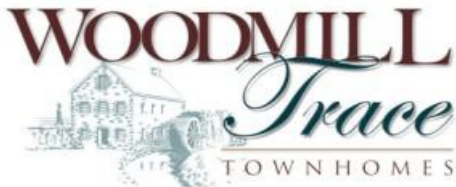
---

Signature

---

Date

RFID Keycard Access Number: \_\_\_\_\_



C/o Executive Real Estate  
Management (EREM)  
3313 Memorial Parkway SW, Ste. 127  
Huntsville, AL 35801

## Tenant Covenants Acknowledgement Form

Woodmill Trace Townhomes Community is a Covenant Protected Community. As such, there are numerous rules and regulations to which each resident must adhere.

Tenant Name \_\_\_\_\_  
Property Address \_\_\_\_\_

Management Company (if applicable) \_\_\_\_\_  
Name & Address \_\_\_\_\_

**Please read and initial/sign as indicated**

Tenant acknowledges receipt of the Declaration of Covenants, Conditions, and Restrictions

Electronic Version  Hard Copy Version \_\_\_\_\_ (initial)

Tenant has received a copy of the Community Rules. \_\_\_\_\_ (initial)

**Community Amenity Access**

Owner  **has** /  **has not** transferred access to the amenities to the tenant.

**To be completed only if access to amenities has been delegated to tenant.**

Tenant acknowledges and accepts responsibility for the access key card \_\_\_\_\_ (initial)

Access Card number (located on the back of the key card) \_\_\_\_\_

Tenant will immediately report lost, stolen, or damaged cards to the rental company or owner. \_\_\_\_\_ (initial)

By my signature, I acknowledge that I have read and understand the above noted documents and agree to abide by them.

\_\_\_\_\_  
Print Name (Tenant)

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

\_\_\_\_\_  
Print Name (Owner)

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



# ACC Request Form



C/o Executive Real Estate Management (EREM),  
3313 Memorial Parkway SW, Ste. 127  
Huntsville, AL 35801

The visual aesthetics of our community impact the property value of every homeowner. Maintaining these aesthetics and consistency throughout the neighborhood is the responsibility of each member/owner of the Woodmill Trace Townhome Community HOA. The CC&Rs Article XI provide for a "Architectural Control Committee".

**CC&R Article XI, Section 2. Committee Authority.**

*The authority of the Architectural Control Committee shall include the approval of exterior paint colors, brick type and color, roof type and color of shingles, elevations and landscaping. The builder and subsequent owner of a townhouse shall not change or deviate from those selections approved by the Architectural Control Committee unless such deviation or change is approved in writing by the Committee.*

*The Committee's approval or disapproval, as required in these Covenant, shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the constructions has been commenced prior to the completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with.*

Please complete the following information to submit and ACC request. Note you may need to attach additional documents to this form to fully convey your plans. The ACC may reject requests that are lacking information required to make a decision on your request.

Owner Name/s: \_\_\_\_\_

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

Planned Start Date: \_\_\_\_\_

Project Duration: \_\_\_\_\_

Contractor Name(s) \_\_\_\_\_

\_\_\_\_\_

Quantity of additional pages in submission: \_\_\_\_\_

# ACC Request Form

**Please read and initial/sign as indicated**

Describe your request / plans:

By submitting this form, I am stating that I am the Owner of this property or that I have the legal right to represent this property. Additionally, this form covers the entirety of my plans and I understand any deviation from these plans will require approval from the ACC. I also understand that the ACC is not responsible for any challenges or unexpected costs associated with my plans, and that the ACC does not validate the reasonableness nor potential challenges to plans. For example, the ACC may not evaluate how a plan may impact irrigation systems for which I will be responsible to ensure their continued proper operation.

---

Owner - Print Name

---

Signature

---

Date

# RV Lot Parking Decal Request Form



C/o Executive Real Estate  
Management (EREM)  
3313 Memorial Parkway SW, Ste. 127  
Huntsville, AL 35801

## Section A – Authorized User Information

Authorized User Full Name: \_\_\_\_\_

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

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

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

Home Phone: \_\_\_\_\_

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

Alternate Emergency Contact Name  
\_\_\_\_\_

Alternate Emergency Contact Number  
\_\_\_\_\_

## Section B – Vehicle Information

Vehicle Make \_\_\_\_\_

Vehicle Model \_\_\_\_\_

Vehicle Year \_\_\_\_\_

Vehicle Color \_\_\_\_\_

Tag Number \_\_\_\_\_

Vehicle Type (car, trailer, RV) \_\_\_\_\_

## Section C – Authorized User Compliance and Consent

**Authorized User** shall mean and refer to either an Owner or tenant to whom the owner has delegated the rights to the common areas. Members of the household residing in Woodmill Trace shall also be Authorized Users, subject to limitations set forth in rules. I the Authorized User have read and understand the RV Lot Rules and Regulations. Furthermore, I understand the information provided may be utilized by the Association and those under the employment of or contracted by the Woodmill Trace Home Owners Association to ensure compliance of the rules and regulations set forth by the Protective Covenants. I agree that unauthorized vehicles and failure to abide by the established rules and regulations will result in the removal of the non-compliant vehicle. I also understand that the board may require removal of any vehicle(s) due to emergency situations, blocking of other vehicles, maintenance, or other reasons determined by the board. In such situations failure to remove the vehicle within the period specified in the RV Lot Rules will result in the vehicle being towed at my expense. The HOA is not liable for any damages or theft to/of vehicles is stored in the RV Lot.

Authorized User Signature  
\_\_\_\_\_

Date \_\_\_\_\_

## Section D – Office Use Only

Decal Number: \_\_\_\_\_

Date Issued: \_\_\_\_\_

Issued By: \_\_\_\_\_

Verified By: \_\_\_\_\_

There is a **\$50.00** administrative fee to receive a decal which is valid till Dec 31 of the current year. A new decal must be purchased by January 31 of each year. The RV Lot has limited space, if the lot is full you will not receive a decal and your check will be returned. Please include your check with this form. If there is space, you will meet with a member of the board to be assigned a parking spot.