



Dear Washington Trace Homeowner:

Congratulations on the purchase of your new home! Oberer Management Services would like to take this opportunity to welcome you and your family to the Washington Trace Community.

Enclosed you will find a welcome packet that will help you become better acquainted with living in a homeowners association. Thank you for completing the Homeowner Information Form at closing. Not only does it provide us with important contact information, it adds you to our "Quick Communications" list so you receive emails pertaining to Washington Trace Owner's Association.

We invite you to visit the community web page at <https://www.oberermanagementservices.com/property/washington-trace/> where you'll find the Declaration, By Laws, Design Standards, Clubhouse rental information, forms and meeting minutes. The meeting minutes section is password protected and can be accessed by using – washingtontrace730. Washington Trace also has a Facebook page and you can join at <https://www.facebook.com/groups/582659101756251/> or search for Washington Trace Home Owners Group in Facebook and select the first group on the list.

You should have received 2 key fobs at closing for the pool and fitness area. Please try them out when you get a chance and if you have issues with either of them, please let me know right away. Replacement fobs will be \$50 each.

Your Homeowners Association Manager is Lori Mateikat. She can be reached at (937) 531-5544 or [Lmateikat@oberer.com](mailto:Lmateikat@oberer.com). In the event of an emergency on common grounds after business hours, please call our offices at (937) 278-0851.

Again, congratulations on your new home and we look forward to being of assistance.

For the Board of Directors,

Tina Paddon  
Division Administrative Assistant  
Oberer Management Services  
(937) 531-5522  
[tpaddon@oberer.com](mailto:tpaddon@oberer.com)

Enclosures



**Oberer Management Services**  
*Association Management Division*  
*Email Consent Form*  
**Washington Trace Owner's  
Association**

## Homeowner Information

### Personal Information

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

Spouse's Name: \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Phone: \_\_\_\_\_ Spouse's Phone: \_\_\_\_\_

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

Spouse's Email: \_\_\_\_\_

### Acknowledgement of Communication Procedures

By completing and returning this e-mail consent form, you give authorization to Oberer Management Services to e-mail documents and information pertaining to Washington Trace Owner's Association.

Oberer Management Services will not sell, trade, or distribute this information and will adhere to the CAN-SPAM Compliance Act of 2003.

**I would like to Opt-in to Oberer Management Services "Quick Communications" and receive electronic communications pertaining to homeowner association needs only.**

**PROPERTY MANAGEMENT • ASSET MANAGEMENT • CONSTRUCTION MANAGEMENT  
ASSOCIATION MANAGEMENT • FACILITY MANAGEMENT**

Oberer Management Services • 3445 Newmark Drive • Miamisburg, Ohio • 45342  
Phone: 937.278.0851 Fax: 937.278.6334  
[www.oberer.com](http://www.oberer.com)



# Association Handbook

Revised: 2/2019

*DISCLAIMER AND REFERRAL TO DOCUMENTS: This handbook is designed to familiarize owners briefly with the homeowners' association, management, policies and procedures. A more comprehensive reference to any item concerning the association can be found in the Declaration, Articles of Incorporation, and By-Laws issued to all owners at the time they take title to their home.*

*In the case of any conflict between this handbook and the documents, the Declaration, Articles of Incorporation and By-Laws shall control.*

## **WHAT IS A HOMEOWNERS ASSOCIATION?**

When developers first started building Homeowners Associations, everyone agreed that having property shared by all owners was a good idea. But one question remained, "who is going to take care of it?"

Local government was not responsible because the land was privately owned. The developer would eventually sell all the homes and go on to build another project so they would not want to be responsible. That left the residents. Since they owned shared property, they should have the responsibility for its maintenance. Thus, the concept of an association was created.

Homeowners associations are incorporated, non-profit organizations that operate under a recorded land agreement. Each buyer of a home within the development automatically becomes a member of the HOA which allows them to have a voice and vote in association affairs at annual or special meetings of the membership. Each land owner is subject to a proportionate share of expenses to maintain the common property and support other necessary activities of the organization.

The major responsibility of the association is to protect your investment and enhance the value of the property owned by the members. This is done by providing for the physical maintenance and operation of the shared property.

The association has other responsibilities too, such as, enforcing the regulations and architectural controls, financial reporting, and setting up an effective communications system among members.

To assure the homeowners have a well-run organization, a professional management firm has been retained as an integral part of the operation of the association. Professional management will ensure that the association functions as a viable business organization, protecting the homeowners' valuable investment. The management staff will coordinate and supervise the maintenance, financial, and architectural facets of the association.

## **THE HOMEOWNERS ASSOCIATION IS A BUSINESS**

No matter what role you play in the association, one thing is certain: you will want it to operate as smoothly and efficiently as possible. The most important thing to remember about a community association is that it is a business. To be successful, it must operate like one.

## **ASSOCIATION LEGAL DOCUMENTS**

When the developer plans his project, he develops a set of legal documents, which establishes the community association, governs its operation, and provides rules for use of all properties in the community. The legal documents consist of Articles of Incorporation, By-Laws/Code of Regulations, and Declaration of Covenants.

### **ARTICLES OF INCORPORATION**

The Articles of Incorporation create the association as a legal entity under state corporate statute.

### **BY-LAWS/CODE OF REGULATIONS**

The By-Laws/Code of Regulations implements, in specific detail, the provisions of the Articles of Incorporation regarding the association operations, which include delineation of the meetings process, elections procedures, powers and duties, Trustee's meetings, committees, insurance requirements, rulemaking, and enforcement process.

## **DECLARATION OF COVENANTS**

The Declaration of Covenants provides:

- Automatic association membership of all owners and the basis for voting rights
- The obligation of each owner to share in funding the cost of association operations
- Certain restrictions (architectural control and other rules) on the use of the property and the association's enforcement power
- The power and authority of the association to own and maintain any common property and/or easements, and to make and enforce rules

## **PURPOSE OF THE BOARD OF TRUSTEES**

The Board of Trustees is a body of elected or appointed members who jointly set forth to oversee the activities, administer policies and procedures, and make managerial decisions affecting the operation and maintenance of the association and all commonly-held property of the community. The members of the Board of Trustees are recognized by the State of Ohio as officers of the Corporation and have the authority to enter into contractual obligations, carry out and enforce all provisions of the Declaration, Articles of Incorporation, and By-Laws, and may assign such responsibilities as deemed appropriate to the Managing Agent.

Typical responsibilities of the Board of Trustees include:

- Establishing and enforcing the policies and regulations that govern the Association
- Approving the operating budget and all expenditures made by the Association
- Setting the amount of the lot assessments (Association dues)
- Enforcing architectural control
- Maintaining the common areas and structures located on common property
- Keeping a complete record of corporate affairs and report to homeowners
- Attending Board meetings and the Annual Meeting
- Supervising and prescribing the duties of the Managing Agent

The Board of Trustees will hire consultants and professionals to assist them in meeting the needs of the community in a professional and efficient manner in the following areas:

- Association Management
- Grounds/Landscaping/Snow Removal
- Trash Removal (if applicable)
- Finance
- Insurance
- Maintenance
- Legal

Homeowners will elect the Board of Trustees. Those Trustees will then elect officer positions (President, Vice President/Treasurer, and Secretary).

## **DUTIES OF OFFICERS**

### **PRESIDENT**

The President shall be the Chief Executive Officer of the association. He/she shall preside at meetings of the members of the association and all meetings of the Board of Trustees. Subject to the direction of the Board of Trustees, the President shall have general executive supervision over the business and affairs of the association. He/she may execute all authorized deeds, contracts and other obligations of the association and shall have such other authority and shall perform such other duties as may be determined by the Board of Trustees or otherwise provided for in the Declaration or By-Laws.

## **VICE PRESIDENT/TREASURER**

Many times, these positions may be combined depending on the number of Board members. The Vice President shall perform the duties of the President in the President's absence. The Treasurer shall receive and have charge of all money, bills, notes, and similar property belonging to the association, and shall do with the same as may be directed by the Board of Trustees. He/she shall keep accurate financial accounts and hold the same open for the inspection and examination by the Trustee's and shall have the authority and shall perform such other duties as may be determined by the Board of Trustees.

## **SECRETARY**

The Secretary shall keep the minutes of all meetings of the Board of Trustees. He/she shall keep such books and records as may be required by the Board of Trustees and shall give notices of meetings to members of the association and of the Board of Trustees as required by law, or by the By-Laws or otherwise, and shall perform such other duties as may be determined by the Board of Trustees.

## **MANAGING AGENT**

The Managing Agent has the responsibility of the day-to-day management and operation of the community and its facilities including assisting homeowners with problems or questions and carrying out the policies and decisions of the Board of Trustees. They are hired by the Board of Trustees to advise, assist, and implement the decisions made by the Board. The following items are included in the contract for management:

- Collection and billing of homeowner assessments
- Payment of operating expenses and maintaining the official books and records of the association
- Accounting and financial reporting
- Handling homeowner requests
- Printing and distribution of any notices, announcements, and violations
- Management of common grounds throughout the community, including overseeing contractors hired to maintain those areas
- Assisting in compliance of the provisions of documents and regulations
- Assisting the Board with budget planning, meetings, minutes, and elections

Please distinguish between the Managing Agent and the members of the Board of Trustees. Your Trustees establish policies and make decisions. The Managing Agent then implements those decisions. Your Managing Agent meets with the Board of Trustees on a regular basis, at which time the affairs of the association are fully reviewed.

## **ANNUAL ASSESSMENT**

Payment of dues is essential to the success of the association. Your association provides a payment coupon/statement which indicates the amount and due date. Reminders and late notices are sent to homeowners who do not pay in a timely manner. If, after all steps have been taken to collect delinquent dues, the account is still in arrears, liens will be filed and foreclosure actions will be taken.

## **SPECIAL ASSESSMENTS**

Occasionally, a community may have special needs for maintenance, repairs, or projects which were unforeseeable during the budgeting process. If this occurs, and if there are insufficient contingency funds in the operating budget or reserve fund to cover the unexpected expenses, the Trustees have the authority to approve special assessments in addition to homeowners' yearly fees. Great care is given to avoid special assessments by carefully planning the community's budget and reserve funding requirements. In the unlikely event that a special assessment becomes necessary, homeowners will be fully informed.

## **RESERVES**

The Reserve Account is the association's way of setting aside money for future repairs and replacements. Each year, a certain portion of your association fee is set aside in a special interest-bearing account to plan for the replacement and repair of items in the common areas. This helps to protect and preserve property values. This expense is included in the overall budget for the association.

Your ability to sell your home can be influenced by the adequacy or inadequacy of reserves set aside by the association. Primary lenders consider reserves for future needs a key part of a good financial policy and can consequently be more receptive to lending money in communities with an established reserve account policy. Reserves do, therefore, directly affect the resale value in associations.

## **INSURANCE COVERAGE**

The homeowner should have an individual homeowner insurance policy. The association carries insurance coverage on the common areas.

## **PETS**

Please be courteous to your neighbors when considering pets. Pets are permitted, provided they are not kept for commercial purposes. Please keep in mind:

- All owners are responsible for cleaning up after their pets
- No animal may be a nuisance by barking, howling, or making loud noises so as to disturb your neighbors' peaceful enjoyment of their home
- Pets must be under leash control at all times when not on the homeowner's property

## **ACTION/REQUEST PROCEDURES**

Occasions may arise when homeowners have a specific concern they wish to bring to the Board of Trustees' attention. If the issue is a violation of association rules and regulations, written documentation addressed to the Trustees regarding the nature of the violation is necessary to ensure proper action is taken.

Homeowners are encouraged to resolve issues with their neighbors; however, if no resolution can be reached between the parties involved, submit your complaint in writing, the steps you have taken, and your suggested solution for the problem. You may mail, e-mail, or fax your request to your managing agent. Upon Board approval, the managing agent will contact the homeowner involved and follow up based on the association's fine and enforcement policy.

## **SALE OR RENTAL OF YOUR HOME**

When you decide to sell or rent your home either by owner or through a Realtor, you need to transfer not only your property, but also the responsibilities of membership in the association. You can handle this within the purchase agreement of your home.

If you sell, your buyer will become a member of the association and be subject to the Covenants and By-Laws as you were when you purchased your home.

If you lease or rent your home, your tenant must be familiar with the Covenants and By-Laws of the association. It is extremely important that your tenant has a copy of the Declaration and knows the expectations of the community standards. In the event of a violation, the owner, not the tenant, is held responsible for the tenant's behavior.

## **ARCHITECTURAL CONTROL GUIDELINES (IMPROVEMENT APPLICATIONS)**

The association has been charged with the responsibility of maintaining the aesthetic and architectural character of your community.

Owners desiring to make any exterior change, improvement, or addition (including change of color) must obtain approval for the change or improvement from the association through its Board of Trustees. All applications will be considered on an individual basis and all reasons presented for the improvements will be weighed and evaluated based on the following considerations:

- The harmony of external design and location in relating to surrounding buildings in the community
- Adherence to Guidelines and Use Restrictions established in the Declaration of Covenants, By-laws, etc.

The procedures for this are as follows:

- Submit to the managing agent, a completed Improvement Application (included in this packet) with a description of the improvement and include drawings, photographs or catalog picture specifications as necessary. Attach a plot plan indicating where the improvement or modification will be located on the lot.
- The Board of Trustees and/or designated committee will review the application and approve, disapprove, or recommend additional or alternative improvement modifications. The owner will receive notice of the decision within the time period allowed in the Declaration.

Any change, modification or improvement made by an owner is the responsibility of the owner for maintenance, repair and/or replacement.

Unauthorized changes, modifications, or improvements must be removed or restored to original condition at the discretion of the association and will be at the expense of the owner.

The purpose of Architectural Control approval is not to discourage improvement, but to control the nature of improvements to enhance the value and conform to the overall aesthetic appearance of the association. This control should be looked upon as a protection of your investment. The Board of Trustees and the association members are in favor of improvements and encourage owners to personalize their homes within the limitations of the Declaration of Covenants, Conditions and Deed Restrictions, and By-laws.



*Washington Trace Homeowner's Association*  
**COMPLAINT FORM**

Nature of Complaint (animal, noise, parking, etc.): \_\_\_\_\_

Location (address): \_\_\_\_\_

Number of Occurrences: \_\_\_\_\_

Date(s)/Time(s) of Violation(s): \_\_\_\_\_

Name(s) of Offender(s) (if known): \_\_\_\_\_

Details (be specific): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Was Any attempt made to resolve the problem:  Yes  No

If "Yes," what were the results? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Signature Required

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email/Phone Number

In the event of an enforcement assessment or court hearing, copies of the complaints and the complaining party's identity will be made available to the alleged violator.

RECEIVED BY THE ASSOCIATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
Manager or Other

Disposition: \_\_\_\_\_

# IMPROVEMENT APPLICATION

Community: Washington Trace

Section: \_\_\_\_\_

For any construction, modification or addition to the exterior of your home, an improvement application must be submitted to the Board of Trustees for approval. The object of requiring these applications is to ensure your improvement conforms to the Association's Declaration, enhances the beauty of your community, maintains the architectural harmony of your community and, in no way, inconveniences other owners.

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

Name: \_\_\_\_\_ Lot # \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Nature of Requested Improvement: \_\_\_\_\_

Location of Improvement: \_\_\_\_\_

Color: \_\_\_\_\_ Dimensions: \_\_\_\_\_

Construction Material: \_\_\_\_\_

Contractor: \_\_\_\_\_

Supplies: \_\_\_\_\_

Approximate Cost: \_\_\_\_\_

**The following MUST be submitted along with this application:**

- **Plot Plan of the lot (showing the location of the home and proposed placement of improvement)**
- **Scale drawing of ALL improvements showing the EXACT location and dimension of improvement**
- **Photograph or detailed sketch of improvement**

I understand the rules concerning the proposed improvement and that the Design Review Committee has 30 days to respond to this application. This improvement in no way encroaches on a neighbors' limited common area or common ground nor does it disrupt any drainage ways. I agree to abide by the rules established by the Association and will be solely liable for any upkeep required by the construction of this improvement. I further agree to obtain all licenses and/or building permits and meet all legal requirements for building codes. I am aware that any improvement in an easement or right of way is at the owner's risk.

Signature: \_\_\_\_\_

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

**FOR ASSOCIATION USE ONLY:**

Date application received: \_\_\_\_\_ Received by: \_\_\_\_\_

Approved: \_\_\_\_\_ No: \_\_\_\_\_ Date of owner notification: \_\_\_\_\_

Signature of committee/Board member: \_\_\_\_\_

Special details or provisions for approval: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



## RECREATIONAL RULES & REGULATIONS

It is our desire and intention to operate the Washington Trace facilities in a way which will best serve your needs and make your community as enjoyable as possible. The Board and it's agents will strive to render prompt, efficient service, and will maintain the facilities in a manner commensurate with the type of community you desire. Your cooperation in observing these rules will avoid confusion and possible embarrassment. Any expense incurred by the Association as a result of violation of these rules will, insofar as feasible, be assessed against the resident responsible. Promptly notify the Board or it's agent of any needed repairs to equipment or fixtures.

*NOTE: These rules become a part of the documents for the Association and must be adhered to by all residents to ensure peaceful enjoyment of the facilities. These rules are set forth in order to maintain the facilities in a manner to keep the budget of the Home Owners Association as affordable as possible. If you see that these rules and regulations are not being followed, it will benefit you, as a homeowner, to report any and all damage and who is responsible for said damage. If we cannot identify who is responsible for said damage, all expenses will be divided among the homeowners of Washington Trace. Please contact the Washington Township Sheriff's Department immediately if you see anyone trespassing and/or vandalizing the premises.*

1. The Home Owners Association will provide each household with two (2) fobs to the swimming pool and fitness center. Any lost key or additional fob(s) needed will cost Seventy-five dollars (\$75.00) per fob.
2. There is no lifeguard. Residents and/or their guests swim at their sole discretion.
3. The pool season will begin Memorial Day weekend and continue through Labor Day each year.
4. The pool hours are from 10:00 a.m. to 10:00 p.m. daily. If inclement weather occurs, the pool will be considered closed. The pool may be closed for maintenance operations, health conditions, weather, or any other reason deemed sufficient by the Board or it's agent, consistent with the welfare and safety of the residents.
5. Children under fourteen (14) years of age must be accompanied by a parent or responsible adult at all times.
6. There is a four (4) guest maximum per household per day. The only residents who are permitted guests are adults, eighteen (18) years or older. Children are permitted guests only when accompanied by an adult eighteen (18) years and older. Residents must accompany their guests to the pool and remain with them during their swim. The pool and amenities are for the exclusive use of Washington Trace homeowners and their guests. Those not following rules and guidelines could be charged with criminal trespassing. These areas are Private Property and there is No Trespassing.
7. All residents must sign in with the pool attendant and indicate the number of guests (if any).
8. NO GLASS or breakable containers of any kind shall be permitted within the fenced pool area or on the deck at any time.
9. Food and drink are not permitted in the pool or near the pool edge.
10. Proper swim attire is required. No cutoff jeans or cotton gym shorts will be allowed to be worn in the water. Cover ups and shoes are required when entering the clubhouse.
11. Non-toilet-trained children must be in specially designed swimwear (swim diapers) for infants and toddlers while in the pool.
12. Bicycles are not permitted in the pool area or at the pool gate. A bike rack is provided in the parking lot for your convenience. Roller blades, roller skates etc., are not permitted.
13. No floats, tennis balls, etc., are permitted in the pool area. All sharp and dangerous objects, small balls, footballs, Frisbees and Nerf balls must be kept out of the pool.

14. All trash must be placed in the containers provided.
15. Use of barbecue grills in the pool area is prohibited.
16. Pets are not permitted in the pool area.
17. No running, diving, pushing, wrestling, foul language or undue disturbance shall be permitted in or about the pool area.
18. No standing or jumping off of any planters or tiled surfaces.
19. Any person trespassing during any hours when the pool is declared closed shall be prosecuted.
20. The Board or its agent will not be responsible for loss or damage to personal property.
21. Property damage will be charged to responsible person(s).
22. Pool furniture is for the rest and relaxation of our residents and their guests only. It is not to be used as a diving board or as a play object. The furniture is to remain within the designated pool area and/or covered patio area.
23. All safety equipment is to be used for safety reasons only and not as recreational entertainment.
24. The Washington Township Sheriff's Department has the authority to revoke pool privileges to persons not abiding by these pool rules and regulations, or arrest persons trespassing whom cannot prove that they are a resident of Washington Trace and have the right to the use of the amenities.
25. The use of the swimming pool is a privilege. This privilege may be revoked if the pool rules are misused or abused.
26. All rules posted at the pool will be abided by.

### ***MODIFICATIONS***

The Owner Association and/or Management reserves the right, at any time, to change or rescind one or more of these rules and regulations or to make and enforce such other reasonable rules and regulations as in Owner's judgment may be deemed advisable to promote the safety, care, and cleanliness of the facilities and for preservation of good order. These rules and such additional rules are a part of and have the same effect as the covenants.



**Washington Trace Community Association**  
**Fine and Enforcement Schedule**  
(Effective 10-1-19)

Management will send a violation notice regarding the nature of the infraction and will request that it be resolved within 7 days. If the homeowner needs additional time, a request to the management company should be sent in writing for Board consideration.

If the infraction has not been corrected after the initial 7 days, management sends a second violation notice. This notice will demand remedy within 7 days and will advise that the next step for the HOA will be a fine.

An initial fine of \$50.00 is levied against the owner's account. The fine will increase by \$100.00 every 7 days until resolved.

Fines not paid within 30 days of initial assessment may be subject to late fees as well as charges to collect legal, filing, or administrative fees related to the infraction. If the infraction remains and/or the fine(s) remain unpaid after thirty days, the Board may file a lien against the property. The Board also reserves the right to seek a court injunction for removal of the violation and/or to proceed with foreclosure.



## CLUBHOUSE RENTAL POLICY

The clubhouse is available to residents for private social functions. To reserve the clubhouse, contact the Clubhouse Coordinator well in advance of your party date to ensure your reservations. A **\$500.00** security deposit will be required plus a **\$100.00 non-refundable** usage fee. Please submit two (2) separate checks, each made payable to Washington Trace HOA. Residents will be responsible for any damage occurring to furniture, fixtures, or grounds during their use of the clubhouse. The rules and regulations are as follows:

### I. General Information

- a. The Clubhouse is available for use for private functions by all community members in good standing. A community member may be denied use of the Clubhouse for the following reasons:

- Delinquency in payment of Association Assessment
- History of damage to the Clubhouse
- History of negligence concerning clubhouse rules
- Other reasons deemed substantial by the Board of Trustees

The Board of Trustees must approve any denials of use by a community member.

- b. Clubhouse shall be cleaned as stated under "Cleaning".
- c. No pets shall be permitted in the Clubhouse.
- d. **THE COMMUNITY MEMBER RESERVING THE CLUBHOUSE MUST BE IN ATTENDANCE FOR THE DURATION OF THE FUNCTION** and is responsible for the conduct of all guests.
- e. Under no circumstances shall alcoholic beverages be sold at any function.
- f. The clubhouse must be locked (doors and windows) when departing. Failure to lock the Clubhouse will result in forfeiture of the entire security deposit.
- g. If the key is lost, misplaced, or stolen, the member reserving the Clubhouse will be charged for replacement of the locking system and keys.
- h. All vehicles must be properly parked in the parking lots provided (not in private drives or lawns). Any vehicle improperly parked may be towed at the owner's expense. It shall be the responsibility of the community member reserving the Clubhouse to inform his/her guests where to park.
- i. The community member reserving the Clubhouse is responsible for cleaning it after use in accordance with the "Cleaning Checklist" provided by the Clubhouse Coordinator. Failure to clean the Clubhouse properly will result in forfeiture of all or part of the security deposit.
- j. The swimming pool area is the area contained within the surrounding fence and containing the swimming pools. **THE POOL AREA IS STRICTLY "OFF LIMITS" TO ALL GUESTS OF A PRIVATE FUNCTION. EVIDENCE OF A VIOLATION OF THIS POLICY WILL RESULT NOT ONLY IN FORFEITURE OF THE ENTIRE SECURITY DEPOSIT BUT THE MEMBER MAY BE ANSWERABLE TO THE BOARD OF TRUSTEES AND SUBJECT TO ANY ACTION IT DEEMS APPROPRIATE.**
- k. Tents are not permitted on any of the clubhouse community grounds.

### II. Cleaning (Performed by homeowner reserving clubhouse)

#### Scope of Work:

- Return all furnishings to their places
- Wash counters and sinks
- Clean appliances; inside and outside
- Clean tables and chairs
- Clean smudges and spills from ledges, rails, walls, woodwork, cabinets and floors
- Vacuum carpeted areas and upholstered furniture

- Sweep and/or mop floors as needed
- Clean restrooms
- Remove all waste and food from clubhouse and clubhouse area
- Clean glass door and windows

### III. Reservations

Reservations are made by calling the Clubhouse Coordinator/Management not less than seven (7) days or more than one hundred and twenty (120) days in advance of the date of the functions. All dates are reserved on a first come, first serve basis. A “Clubhouse Rental Form” is enclosed. This form and the “Deposit Refund Policy” must be completed and returned to the Clubhouse Coordinator with a check for \$100.00 for the rental fee and another check for the \$500.00 security deposit.

*In the event a member wishes to reserve more than one (1) date within the one hundred and twenty (120) day period, an additional usage fee and a separate request form must be received by the Clubhouse Coordinator for each date requested.*

### IV. Fees

Usage fee is \$100.00. This fee is non-refundable. Security deposit is \$500.00. This fee is due as stated above in advance of the reserved date. This check will not be deposited but will be held until after the function. It will be refunded within 10 days after the event if the Clubhouse is left in acceptable condition, no damage or loss has occurred, and there have been no infractions of Clubhouse rules. The Clubhouse Coordinator shall have jurisdiction over all questions in this matter. Appeals may be made to the Board of Trustees.

### V. Hours

The Clubhouse is available for private functions between the hours of 12:00 p.m. and 1:00 a.m. If earlier access is needed for set up, this can be arranged with the Clubhouse Coordinator. All functions must be over by 1:00 a.m. Clubhouse cleaning must be completed by 10:30 a.m. the morning following your function. Entrance to the clubhouse for the purpose of preparing for a private function may not begin more than two (2) hours prior to a function, or as agreed.

- During the holiday season and Graduation Season, the Board of Trustees has the right to determine if a lottery or another means is needed to accommodate the number of requests for reservations.
- Reservation policy does not allow private functions to be held:

- Christmas Eve through New Year’s Day
- Easter Weekend
- Memorial Day Weekend
- Fourth of July Weekend
- Labor Day Weekend
- Thanksgiving Weekend

### VI. Clubhouse Property

A copy of the “Cleaning Checklist” is attached for your use. It is the responsibility of the member reserving the Clubhouse to immediately tour the Clubhouse at their first access to the clubhouse prior to their function, at the time the key is received and/or prior to party. It is imperative the member thoroughly inspect the Clubhouse and note on the checklist any soiled or damaged items, other than those already inventoried and noted. Assessments for damage or loss of Clubhouse property will be based on the visual inspection and review of the “Clubhouse Inventory” and the “Cleaning Checklist” by the member and the reporting of missing items or of damage to the Clubhouse Coordinator prior to the function. Leave a detailed message for the Clubhouse Coordinator.

Leave your copy of the checklist on the kitchen counter top for use by the Clubhouse Coordinator for their “after the party” checkout. The community member reserving the Clubhouse is responsible for the payment of repair or replacement of any and all damaged items. This responsibility will remain in effect until the Clubhouse Coordinator completes their portion of the checklist and the checklist signed and returned to the community member.

- No item may be tacked or taped to the walls.
- No smoking is permitted within the clubhouse.
- No open flame or burning of candles is permitted in the clubhouse.
- No confetti.
- Televisions and sound systems should be turned off when leaving the premises.
- Exercise room privileges are not included in the rental usage of the party room.
- The use of fireworks is prohibited.
- Noted that furniture in certain areas may not be moved or altered.



## CLUBHOUSE RENTAL FORM

Homeowner Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Email: \_\_\_\_\_  
Type of Function: \_\_\_\_\_ Date of Function: \_\_\_\_\_ Time: From \_\_\_\_\_ to \_\_\_\_\_  
Number of Guests: \_\_\_\_\_ Will alcohol be served?  Yes  No Will food be served?  Yes  No  
Will there be music?  Yes  No  
If yes, how is it being provided? (band, stereo, DJ, etc.) \_\_\_\_\_

**\$100.00 Non-refundable fee to be submitted at the time the reservation is made**  
**\$500.00 – Deposit to be submitted at the time the reservation is made**

- 
- I understand and agree to abide by the regulations set forth by the Homeowner Association.
  - I understand that only a Washington Trace homeowner may rent the clubhouse. A copy of the clubhouse regulations were given to me at the time of reservation.
  - I have inspected the Clubhouse facilities and understand that I am responsible for any damage that might occur as a result of my or my guests use.
  - I agree to and accept full responsibility for assuring that alcoholic beverages will not be served to nor consumed by minors, in violation of any law.
  - **I ALSO AGREE TO BE IN ATTENDANCE FOR THE ENTIRE DURATION OF THE EVENT.**

Furthermore, I release, and hold harmless owners, agents and affiliates of, but not limited to: their officers, directors, employees and agents of the Board of Trustees of The Washington Trace Community Association and Oberer Management Services from any and all actions arising directly or indirectly from the use of the clubhouse by any others during or following the event.

\_\_\_\_\_  
Homeowners Signature:

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

\_\_\_\_\_  
Approval by Association Manager:

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





## DEPOSIT REFUND POLICY

The deposit is refundable upon confirmation by the Clubhouse Committee that the facility was left undamaged, clean, and in good condition and that the above rules have been observed. The deposit will be returned within 10 days. Any cost incurred in cleaning or repairing the facility will be deducted from the deposit. By signing this agreement, the homeowner/renter hereby agrees to be responsible for any and all costs incurred for repair of the facilities or to restore it to its condition prior to the subject event. These costs shall not be limited to the amount of the deposit. **If any legal action must be taken to collect any additional amount not covered by the deposit, the renter must pay any attorney fees.**

The following issues will result in forfeiture of deposit:

- Close and lock all windows and doors
- Return key as directed
- Clubhouse not closed by 1:00 a.m.
- Use of swimming pool. The swimming pool area is strictly off-limits
- Smoking being evident in the clubhouse
- Lost key - cost of new locks and keys
- Keep all doors and windows closed during the event when the furnace or air conditioner is in use
- Cars and/or tents on clubhouse lawn

Any damage to any surface or contents of the clubhouse will result in security deposit being retained until damage can be assessed. Further, clubhouse usage rental privileges will be suspended.

The homeowner/renter has read and is familiar with the provisions of this Agreement and the rules of the facilities and agrees to comply with same.

Date of Event: \_\_\_\_\_

Homeowners Signature: \_\_\_\_\_

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

Inspected by: \_\_\_\_\_

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



## CLEANING CHECKLIST

	Minimum charge when not acceptable: <b>\$100.00</b>		<b>Comments:</b>
<b>Kitchen Area</b>	<b>Pre-event inspection</b>	<b>Post-event inspection</b>	
Stove & Sink. Sweep and mop floor			
Clean & empty refrigerator			
Counter top area			
Sweep and Mop Floor			

	Minimum charge when not acceptable: <b>\$50.00</b>		<b>Comments:</b>
<b>Restrooms</b>	<b>Pre-event inspection</b>	<b>Post-event inspection</b>	
Clean Toilets			
Wash Basins and Mirrors			
Empty Trash Cans			
Sweep and Mop Floor			

	Minimum charge when not acceptable: <b>\$100.00</b>		<b>Comments:</b>
<b>General Cleaning</b>	<b>Pre-event inspection</b>	<b>Post-event inspection</b>	
Clean Spills from Tables, Chairs, Windows			
Wipe Smudges from Walls, Windows, and Doors Including any Glass			
Floors Should be Mopped			
Items Should not be Taped or Tacked to Walls or Furniture			

	Minimum charge when not acceptable: <b>\$100.00</b>		<b>Comments:</b>
<b>Vacuum</b>	<b>Pre-event inspection</b>	<b>Post-event inspection</b>	
Vacuum carpet; assuring areas under furniture are clean			
Vacuum upholstered furniture			
Make certain to clean under cushions			

	Minimum charge when not acceptable: <b>\$50.00/bag</b>		<b>Comments:</b>
<b>Garbage Removal</b>	<b>Pre-event inspection</b>	<b>Post-event inspection</b>	
Empty and Clean All Trash Cans			
Remove All Trash from Clubhouse and Grounds			
Replace all Plastic Bag Liners if They Are Removed			

	Minimum charge when not acceptable: <b>\$10.00</b>		<b>Comments:</b>
<b>Food</b>	<b>Pre-event inspection</b>	<b>Post-event inspection</b>	
Remove All Food from Refrigerator & Cabinets			

	Minimum charge when not acceptable: <b>\$20.00</b>		<b>Comments:</b>
<b>Clubhouse Exterior</b>	<b>Pre-event inspection</b>	<b>Post-event inspection</b>	
Clean Decks and Surrounding Grounds of all Party Related Debris <i>Paper, Cups, Cans, Cigarette Butts</i>			

	Minimum charge when not acceptable: <b>\$50.00</b>		<b>Comments:</b>
<b>Thermostat</b>	<b>Pre-event inspection</b>	<b>Post-event inspection</b>	
Summer: Air Conditioner in use 70 Degrees Fahrenheit			
Winter: Heating in use 65 Degrees Fahrenheit			
NOTE: Please Return Fan Motor to "Auto Setting"			

	Minimum charge when not acceptable: <b>\$20.00</b>		<b>Comments:</b>
<b>Lighting</b>	<b>Pre-event inspection</b>	<b>Post-event inspection</b>	
All Outside Lighting is Turned Off			
All Inside Lighting is Turned Off			

	Minimum charge when not acceptable: <b>\$50.00</b>		<b>Comments:</b>
<b>TV/Sound System</b>	<b>Pre-event inspection</b>	<b>Post-event inspection</b>	
TV System Off			
Sound System Off			

**Comments:**

