

**THE TRAILS SOUTH FORTY  
HOMEOWNERS ASSOCIATION, INC.**

*A Covenant-controlled Community  
75 South Forty Trail  
Ormond Beach, FL 32174-5990  
(386) 677-1381*

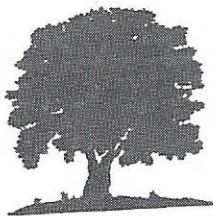
**Covenant controlled  
Community**

**HOMEOWNERS ASSOCIATION  
CONTROLLING DOCUMENTS**

**POLICIES AND RULES**

**Prepared and approved by the Board of Directors of the Association  
Originals on file in H.O.A. office.**

**7/1/2009**



# THE TRAILS SOUTH FORTY HOMEOWNERS ASSOCIATION, INC.

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## RULES GOVERNING PETS

We have received many complaints regarding feces from some of our residents' pets being deposited on lawns in our community and, this situation **MUST** be stopped. Not only is this unsightly, a hazard to our neighbors and lawn maintenance personnel but, also, it can create an antagonistic neighborhood condition.

We are a Covenant-controlled Community and, as such, there are rules and regulations which all members and/or their tenants must follow. Members and/or tenants are required to obey these as per the following legally recorded document.

### BY-LAWS OF THE TRAILS SOUTH FORTY HOMEOWNERS ASSOCIATION, INC.

#### Article 11.2 Clarification of Restrictive Covenants

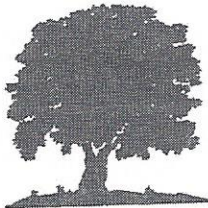
Paragraph h. No permanent or temporary runs or other fenced in areas or enclosures shall be permitted on common property. Pet feces must be removed by the pet owner from all common property and/or property of other owners and disposed of.

It is within the power of the Board of Directors of our Association to assess fines to the property owner (up to \$100.00) for failure to obey these regulations. Likewise, it is also the responsibility of the property owner to include as part of any lease/rental agreement that our By-Laws, Covenants and Rules and Regulations also apply to their tenants.

City of Ormond Beach Ordinance Chapter 5, Sections 5.9, 5.10, 5.60, 5.66 and 5.69 also address these conditions.

All resident pet owners are hereby notified that future complaints registered with our Association regarding non-conformance with our Rules may result in a fine assessed against the property. Therefore, to avoid this possibility, it is imperative that pet owners carry and use a "pooper scooper" or some other means of removing their pet's feces. In addition, our Association may be compelled to notify the City of Ormond Beach that could result in additional fines to the property owner.

**BOARD OF DIRECTORS**



# THE TRAILS SOUTH FORTY HOMEOWNERS ASSOCIATION, INC.

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## POLICY Installation of Satellite Dishes

Permission to install a satellite dish or similar equipment must be obtained from the Architectural Control Committee who will require the following information:

1. Description of Equipment
2. Size
3. Color
4. Weight
5. Preferred installation location

The size of the satellite dish may not exceed Federal Communications Commission or City of Ormond Beach restrictions and ordinances. The preferred size is eighteen inches (18") in diameter. However, the final decision shall be in accordance with the last paragraph of this Policy.

In accordance with FCC regulations, the homeowner cannot be denied permission to install a satellite dish.

The placement of the satellite dish cannot be a source of danger to anyone.

Any damage to the roof or outside wall of the building resulting from the installation of a satellite dish shall be the responsibility of the homeowner to repair.

The satellite dish shall not be installed on common property unless, in the opinion of the Architectural Control Committee, there is no other alternative. In which case, the satellite dish shall be camouflaged by plantings that must be maintained by the owner as originally approved by the Architectural Control Committee.

Should trees block acceptable reception of signals to the satellite dish, the Chairman of the Tree Committee shall be contacted by the Architectural Control Committee to work out an acceptable solution, which shall have the approval of both Committees.

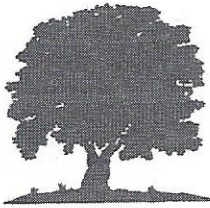
*Because of strict regulations by both the FCC and City of Ormond Beach, the Architectural Control Committee shall be responsible for adherence to both and their word regarding placement and size shall be final.*

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*This Policy, prepared by committee members Charles Moore, Jerry Miller and Ted McTiernan, is a revision of the initial Policy approved by the Board of Directors on September 9, 1996.*

*Presented at the regularly scheduled Board of Directors Meeting on June 5, 2001, approved with revisions to the Committee proposal, and as distributed to all homeowners with minutes of the meeting.*

(HOA-41)



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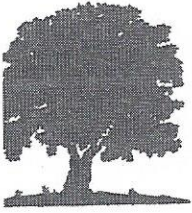
## POLICY

### Acquiring records from Association Files

In accordance with *State of Florida 617.303 (5) and BY-LAWS Articles 3.7 and 5.0 of The Trails South Forty Homeowners Association, Inc.* which direct that official records must be open for inspection and available for photocopying by members of their authorized agents, this **POLICY** is enacted.

1. Any member of the Association and/or their authorized agent wishing to inspect and/or photocopy official records of the Association must submit a written request to the Association's Secretary indicating which records of interest are required.
2. Following receipt of the member's request, the Secretary shall immediately contact said member and establish a mutually agreeable date (no later than ten days following receipt of the request) at which time the required records are to be inspected.
3. Should said member, following review of the records, require a photocopy of same, the Secretary shall provide them as per the following:
  - A. Copies of records consisting of ten (10) pages or less shall be provided to said member free of charge.
  - B. Copies of records exceeding ten (10) pages shall be charged to said member by the Association at the rate of ten cents (\$.10) per page.
  - C. **LIMITED ACCESS**  
The Board of Directors treats contract information as very confidential and are not permitted to publish a compilation of bids received nor the successful bidder's name. Therefore, and because of the competitive nature of records required for annual association contracts, copies of these records may be reviewed by said member but photocopies shall not be provided.

Submitted by Bill Berg and Charles Moore and approved at the  
Board of Directors meeting on Tuesday, September 7, 1999



# THE TRAILS SOUTH FORTY HOMEOWNERS ASSOCIATION, INC.

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## POLICY – PRIVATE USE OF COMMUNITY BUILDING

THE TRAILS SOUTH FORTY HOMEOWNERS ASSOCIATION, INC. maintains the Community Building hereinafter known as the “Building”). The basic use of the Building is for functions that are beneficial for the entire Association, and for individual resident owner’s occasional use (special exceptions must be approved by the Board of Directors). To assure the Association that the Building is maintained and operated in the best interests of all members, this Policy is adopted. A copy of this Policy was initially issued to all members of the Association and shall hereafter be provided to all resident owners (hereinafter known as “Applicants”) applying for private use of the Building.

### DEFINITIONS - USE

**BOARD OF DIRECTORS MEETINGS** - - A meeting of the member-elected Board of Directors to conduct business related to the operation of the Association.

**COMMUNITY ENTERTAINMENT** - - A party, bazaar, sale, etc., conducted for and/or by the entire Association membership.

**GENERAL MEMBERS MEETING** - - A meeting of Association Members annually scheduled by the Board of Directors to discuss, review, and/or vote on Association and Community subjects and to elect officers.

**RESIDENT PRIVATE USE** - - Any function, party, gathering or meeting hosted by a member of the Association or by a tenant leasing a unit from a member of the Association. Resident’s private use shall be limited to three (3) per calendar year – the Board of Directors must approve special exceptions. Public advertising or charging a fee for a Private Use function shall not be permitted.

### POLICY

1. Use of the Building, WITH THE EXCEPTION OF regularly scheduled Board of Directors Meetings and General Meetings, is restricted to use by Members of the Association not renting or leasing their units to Tenants AND to Tenants renting or leasing from a member.

*A member of the Association who rents or leases their unit to a Tenant forfeits their own right to use the Building as well as all other community amenities to their Tenant.*

2. An “APPLICATION – PRIVATE USE OF THE COMMUNITY BUILDING” shall be obtained from the Community Activities Committee (hereinafter known as the “Committee”), completed by the Applicant and returned to the Committee for review, approval and scheduling at least ten (10) days prior to the planned function. A USER FEE of twenty-dollars (\$20) shall be submitted with the application.
3. A minimum one hundred dollar (\$100) SECURITY DEPOSIT and a forty-dollar (\$40) KEY DEPOSIT (hereinafter known as “Deposits”) shall also accompany applications for Private Use of the Building.
4. Deposits shall be by personal check from the Applicant and shall be payable to “THE TRAILS SOUTH FORTY HOMEOWNERS ASSOCIATION, INC.”.
5. The Committee is hereby empowered to establish the sum of money to be held as Deposit. Therefore, upon receipt of and following review of an APPLICATION – PRIVATE USE OF THE COMMUNITY BUILDING, the Committee may determine that, based on, but not necessarily limited to, the anticipated number of attendees and/or Applicant’s use description, a larger deposit may be required.

POLICY - - Continued

6. The Applicant shall, within twenty-four hours following filing of the "APPLICATION - PRIVATE USE OF THE COMMUNITY BUILDING" be informed if the Committee's resulting review requires a larger Deposit. If the reservation shall not be confirmed until the additional Deposit is received by the Committee.
7. The Building may not be reserved for any group with a median age less than nineteen (19) years UNLESS chaperoned and supervised by the Applicant AND an additional number of PARENTS WHO SHALL BE DETERMINED BY THE COMMITTEE. ATTENDANCE DURING THE FULL TERM OF THE FUNCTION. The Committee shall, based on the size of the gathering, determine the number of PARENTS who shall be in attendance and notify the Applicant on the date of the Application approval.
8. Any "APPLICATION - PRIVATE USE OF THE COMMUNITY BUILDING" by an Applicant who has previously utilized the facilities and, when so doing, and in the opinion of, and as recorded by the Committee, abused and/or caused damage to said Building and/or its contents, may be rejected by the Committee.
9. Keys to the Building and the Rest Rooms shall be supplied to the Applicant at a mutually agreeable time prior to the scheduled function. Keys MUST be returned to the Committee by noon of the day following the function at a mutually acceptable time arranged in advance between the Applicant and the Committee. Failure to return keys shall result in an assessment of forty dollars (\$40) by the Committee to the Applicant, which shall be used for rekeying the locks.
10. The Applicant shall be solely responsible for the orderly conduct of all function participants AND fulfillment of ALL obligations relating to Private Use of the Community Building.
11. The Committee shall inspect the facilities with the Applicant when keys are transferred to the Applicant for the purpose of an "Existing Conditions" inspection.
12. The Board of Directors reserve the right to assign a member of the Community Activities Committee and/or the Board to make unscheduled function observations during the private function for the purpose of assuring the community of peaceful and/or non-destructive conduct by function participants.
13. Unless prior agreement is obtained from the Committee, the facilities MUST be vacated no later than 12 o'clock midnight on the date of the private function.
14. For the convenience of the Applicant, the Committee shall supply a "Check List" for use by the Applicant in securing AND cleaning the facilities.
15. The Applicant is solely responsible for returning the facility AND its contents to its original condition as determined during the "Existing Conditions" inspection and this shall be completed on later than 12 o'clock noon of the day following the private function or at a mutually acceptable time arranged in advance between the Applicant and the Committee.
16. No pets shall be permitted inside the Building, the rest rooms, the fenced in pool area or on the tennis courts.
17. Private use of the Building **SHALL NOT INCLUDE USE OF THE POOL.**
18. Preparation and/or consumption of food or drinks on the pool deck (porch) or around the pool area during an Association or Private Use Function is not permitted.
19. NO ALCOHOLIC BEVERAGES shall be served or consumed by private function attendees under the age of twenty-one (21). The Applicant shall be solely responsible for enforcing this regulation. In the event that it is determined that attendees under the age of twenty-one (21) are consuming alcoholic beverages during the function, the Ormond City Police Department shall be promptly notified.
20. The Committee shall upon request of the Applicant, make an inventory of contents of the Building available at the time that the keys to the facilities are transferred to the Applicant.

POLICY - - Continued

21. Immediately following return of the keys to the facilities by the Applicant, the Committee shall conduct an inspection of the Building and its contents.
22. IF the Building and its contents have been returned to the conditions existing prior to the private function use and the keys have been returned, the Deposits shall be returned to the Applicant.
23. IF, HOWEVER, the inspection reveals unclean OR damaged conditions or a shortage of inventoried contents, the Deposit – excluding the key deposit – shall be transferred to the Board of Directors for deposit in Association Accounts until an assessment of damages and/or loss is conducted by a committee which shall be appointed by the President of the Board of Directors.
24. The Applicant responsible for the private function shall immediately be informed by the Committee of any and all conditions relating to the “holding” if the deposit.
25. The results of the assessment by the Board-approved Committee shall be reported at the Board of Directors Meeting immediately following the committee appointment.
26. Final action relating to return of all or part of the Deposit, or additional assessments required to clean, repair damages, replace missing keys, or damaged or missing Building contents shall be determined by the Board of Directors.
27. The Board of Directors shall direct the Association Treasurer to return part or all of the original Deposit to the applicant responsible for the private function OR shall direct the Association Secretary to notify the Applicant, in writing, of the Board’s decision relating to additional assessments to cover costs exceeding the Deposit.
28. The Applicant may, within ten (10) days, appeal in writing to the Board of Directors for a hearing to review any or all additional assessments.
29. IF, HOWEVER, the Applicant responsible for the private function declines an appeal, said Applicant shall be given thirty-days (30) to settle the account with the Board of Directors.

After having signed the “Application – Private Use of the Community Building” and by accepting the “Keys” to said building, the Applicant is bound by all terms and conditions of this Policy – a copy of which was supplied to the applicant.

The Board of Directors, as empowered by the Association By-laws and Covenants & Restrictions shall have full authority to enforce all provisions of this Policy.

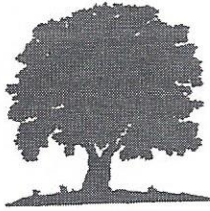
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**Board of Directors approval of this Policy**

Original Policy prepared by Willard C. Berg, presented to the Board of Directors on September 14, 1987 - approved by said Board at their meeting on October 5, 1987. It was submitted on October 6, 1987 to the Association's Attorney; and incorporates Attorney-recommended changes dated November 4, 1987. Copies were distributed to all members with the January 1988 Assessment Invoices.

First Amendment on March 4, 1991  
Second Amendment on November 2, 1992  
Third Amendment on April 1, 1996  
Fourth Amendment on September 4, 2001



# THE TRAILS SOUTH FORTY HOMEOWNERS ASSOCIATION, INC.

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## POLICY REPAIR AND MAINTENANCE OF UNIT EXTERIORS

### ROOFS

~~The Trails South Forty Homeowners Association, Inc. (hereinafter referred to as "HOA") will repair normal leaks and broken shingles. And when, in the judgment of the HOA, shingles of a roof reach the end of their useful life, the HOA will reshingle the roof.~~

~~The HOA will repair, or when deemed necessary, replace roofing on garages of those having flat roofs.~~

~~The HOA will not repair or maintain metal or other roofs or roof extensions added after original construction of the dwelling to cover porches, patios, or similar areas. HOA will not repair leaks at the point where such added roof joins the original building structure.~~

~~The HOA is not responsible for repair or damage to roofs or chimney enclosures caused by the accumulation of debris (pine needles, etc.) by negligence of the homeowner, or by addition of any roof-mounted solar heater.~~

### SKYLIGHTS

~~The HOA will repair leaks around the perimeter of skylights and chimneys. The HOA will not repair damage to a skylight unit. When replacement of a skylight unit is indicated as determined by the HOA or the HOA's roofer or contractor, the cost of the new skylight shall be paid by the homeowner. Replacement skylight units are subject to approval by the Roofs & Building Committee prior to installation.~~

### RAIN GUTTERS, DOWN SPOUTS, AND SOFFITS

The HOA is not responsible for needed replacement, maintenance, repair, or cleaning debris from rain gutters, down spouts and soffits.. **ALSO! Declaration of Covenants and Restrictions**, Article 11.2, f.2 – "The individual Lot owners shall be responsible for all ground plantings and/or shrubs within five feet of their residence or attached garage". The HOA will not pay for repairs or damage to a residence caused by failure of the homeowner to perform such maintenance.

### OUTSIDE WALLS

The HOA will repair and maintain unit outside wall surfaces and trim. EXCLUDED are, windows, screens, doors, locks and hardware, garage doors, porch screening and enclosures and fences. The HOA will not repair at its expense damage to exterior wood which has not been attended to by the homeowner in conformance with the Termite section of this Policy.

The HOA will periodically repaint unit exterior walls, trim, gutters, down spouts, entrance and garage doors and the outside of wooden area enclosures and fences attached to the unit. Excluded are metal security enclosures and doors, screen enclosures and screen doors.

Removal  
1/1/09  
See Minutes  
for removal



**POLICY**  
**REPAIR AND MAINTENANCE OF UNIT EXTERIORS**

**TERMITES**

The HOA, through a qualified pest control provider, contracts for protection of all units in our development for infestation by subterranean termites (dry wood termites are excluded). Should subterranean termite damage occur during the term of the pest control provider's contract, repair is fully covered. **NOTE HOWEVER!** The individual unit owner is responsible for keeping all soil, sand, mulch and debris clear by at least three inches (3") of any wood which could provide a "termite path" to the building structure. Failure by a unit owner to observe this procedure could result in voiding of termite protection for his/her building..

IF the conditions of the pest control provider's contract are not met as determined by the contractor, or, if damage is done by insects or organisms other than subterranean termites, the individual unit owner is responsible for making repairs at his/her own expense.

**DEBRIS FROM TREES**

The unit owner - - not HOA - - is responsible for any needed clearing of debris from roofs, chimneys and rain gutters of his/her unit.

**GENERAL**

The repair and maintenance operations on THE TRAILS SOUTH FORTY HOMEOWNERS ASSOCIATION, INC. residences for which the HOA is responsible are limited to those made necessary by normal wear and tear and aging of the unit, not misuse or lack of proper care by the unit owner. In each case, the extent of the HOA responsibility for any repair covered by this Policy will be determined by the Roofs and Building Committee Chairperson acting on behalf of the Association's Board of Directors.

The HOA is not responsible for repair of damage from fire, lightning, windstorms, etc. Each unit owner is required by Association By-laws to carry Homeowners Insurance covering perils of this type.

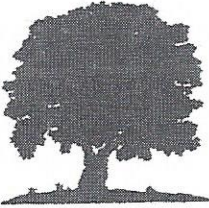
The HOA is not responsible for inferior workmanship or materials in any part of the unit or any addition to said unit even if the plan for such addition was approved by the Association's Architectural Control Committee and/or the Board of Directors.

Unit owner questions and problems regarding repair and maintenance of their respective units should be directed to the Roofs and Building Committee. This committee is appointed by, and acts on behalf of the Association's Board of Directors.

~~Each unit owner is responsible for reporting any roof damage, leak, or problem to the Roofs and Building Committee Chairperson.~~ A current listing of Association Directors and Committee Chairpersons is distributed to all unit owners on an annual basis and is also displayed on the Community Building bulletin board.

**Board of Directors approvals of this Policy**

Original on May 24, 1994  
First Amendment on November 3, 1997  
Second Amendment on September 14, 1998  
Third Amendment on June 7, 1999



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**REVISED AND AMENDED POLICY  
REPAIR AND MAINTENANCE OF UNIT EXTERIORS**

WHEREAS, by instrument dated May 24, 1994 The Trails South Forty Homeowners Association, Inc. (hereinafter referred to as "HOA"), through the action of its Board of Directors, adopted a Policy in regard to repair and maintenance of residential unit exteriors, including roof repair and replacement, as needed;

WHEREAS, at the time this Policy was initiated, and for some years thereafter, the HOA was able to fulfill the requirements of repair and maintenance of residential unit exteriors, including roof repair and replacement, with revenues generated from regular HOA membership assessments;

WHEREAS, the cost of labor and materials generally, and for roof repair and replacement specifically, have sky-rocketed in recent years to a level that the HOA is no longer able to sustain the Policy of roof repair and replacement from revenues generated from regular HOA membership assessments, nor from reserves designated for that purpose;

WHEREAS, it is the purpose of this REVISED AND AMENDED POLICY to rescind and terminate the roof repair and replacement portion only of the original Policy, including chimney repair and replacement, an obligation assumed by the HOA in the original instrument hereinabove referred to, and to transfer the obligation back to the individual unit owners who will bear the full cost of all future roof repairs and replacements and all chimney repairs and replacements.

NOW, THEREFORE, THIS REVISED AND AMENDED POLICY AS FOLLOWS:

Under the ROOFS subtitle of the original POLICY-REPAIR AND MAINTENANCE OF UNIT EXTERIORS, dated May 24, 1994, all four (4) unnumbered paragraphs, being the entire provision relating to residential unit roof repair and replacement, are hereby deleted in toto, with no replacement language.

Under the SKYLIGHTS subtitle of said original Policy the first sentence of the first paragraph is hereby deleted.

Under the GENERAL subtitle of said original Policy the first sentence of unnumbered paragraph five (5) is hereby deleted.

Revised  
H. O. A. 27  
11/3/06

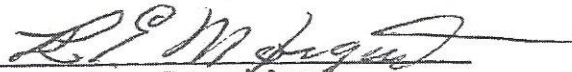
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EXCEPT as hereinabove revised, amended, rescinded and deleted the original POLICY-REPAIR AND MAINTENANCE OF UNIT EXTERIORS, dated May 24, 1994, shall remain in full force and effect.

This REVISED AND AMENDED POLICY to become effective on and after January 1, 2009.

DATED this the 3rd day of November, 2008.

THE TRAILS SOUTH FORTY HOA,  
INC. BOARD OF DIRECTORS

By   
Its President

  
Its Secretary