



Wildwood Homes Inc

Homeowners Association Handbook

April 2023

Please note – This policy handbook is dynamic and can change at any time. Do not consider these policies as all the rules of the homeowners association. We are bound by the Covenants, Conditions, and Restrictions document and the By-laws document of Wildwood. This policy handbook just helps clarify some of the most common items.

These policies can change anytime by the Board of Directors and will be updated on a regular basis. To view the most current edition of the handbook, visit LivingInWildwood.com

Community Associations Services of Indiana is a branch of Associa. Associa is North America’s largest community association management firm, Associa serves more than 5 million members. Associa Advantage leverages that purchasing power to negotiate exceptional offers for homeowners and their communities. We pre-screen each vendor to ensure quality offers from both local and national vendors, so our clients get to log on and start saving instantly.

Community Associations of Indiana 11711 N. College Avenue, Suite 100 Carmel, IN 46032 P: 317-875-5600	Associa 5401 N. Central Expressway, Suite 300 Dallas, TX P: 800 808-4882
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Wildwood Homes Inc.

c/o: Community Association Services of Indiana - CASI

11711 North College Avenue, Suite 100

Carmel, IN 46032

(317)-875-5600 or toll free: 1-877-875-5600

Fax: (317)-875-5614 or visit our website at: www.cas-indiana.com

Dear Homeowner:

As the Board of Directors of Wildwood Homes Homeowners Association, we are pleased you have chosen to live in our community. We look forward to assisting you whenever possible.

Association living can be both a rewarding and a challenging experience. If you have come here from a rental apartment or a single-family home, you may find some of the aspects of Association living a bit confusing at first. **A successful Association requires individual input and group cooperation.** Your Board consists of seven elected volunteer members who have the responsibility to implement the Community's Declarations and By-Laws. To assist your Board in the completion of its responsibility we have contracted with a Property Management firm to focus on those administrative duties as delineated in your Declaration and By-Laws. The management firm will be working closely with both the Wildwood Homes Homeowners Association's Board of Directors and the individual owners.

The following should help clarify some of the principal procedures and methods in place here at Wildwood Homes:

ASSOCIATION ASSESSMENTS: As a homeowner, you are obligated to pay monthly installments of an "annual assessment" which represents your share of the common expenses. This monthly fee is due on the first of the month and must be received by the management firm no later than the 15th of the month. Payments should not be brought to the CASI office in Carmel but should be mailed directly to the address provided with payment coupons. If the full payment is not received by the due date, interest will accrue on the unpaid balance at the rate of 6%. The current amount of that charge is contained on your Homeowners Data Sheet (last page herein). You will not receive an invoice or other reminders of payment due; therefore it is your responsibility to ensure your fee is remitted on time. The management firm will supply return labels or other aids to assist you in your mailing. (It is your responsibility to pay the monthly fee. If a change of ownership occurs, we request a copy of the settlement sheet or a formal notice from the settlement attorney/title company be sent to the management firm.)

Please make your check for each assessment payable to Wildwood Homes and mail it to the address provided on the payment coupons. To insure proper credit, please include your address with your check. Please contact the management company if you desire to set up your monthly payment on "direct withdrawal" from your bank account. The management firm does not accept cash payments for Association monthly assessments. Please do not hesitate to call the management firm concerning any problem related to the payment of your Association assessment.

MANAGEMENT SERVICES: CASI is responsible for the financial administration of the Association and for the administration and maintenance of the common areas and elements of your community. The Association assessments collected are used to pay for common services (including maintenance of the buildings' exteriors and grounds, snow removal, the Association's master insurance policy, repairs to the common areas as specified on the enclosed Maintenance Responsibility list, and financial administration. If you need additional assistance, you can reach Community Association Services of Indiana (CASI) at 317-875-5600 during normal business hours (Monday through Friday 8:00 a.m. to 5:00 p.m.). After hours the same number will be answered by an answering service for emergency calls only.

PROBLEMS WITH YOUR HOME: The Association is responsible for maintaining and operating the common elements of our community including the external portions of your dwelling as specified in the community legal documents and on the enclosed maintenance responsibility checklist. In general, individual owners are responsible for the inside of their own homes and the landscape plantings on their lot or they may seek permission to plant in the common areas outside of their homes. The Management firm will always be available to answer any questions regarding the jurisdiction of responsibility. The payment for any repairs to individual interiors or to their appliances or equipment will be the responsibility of the Homeowner and not of the Association. In terms of exterior roof leaks, the homeowners association has an obligation to maintain them to some degree. If the roof leak is caused by the owner's negligence (due to but not limited to satellite dish installation or removal, exhaust venting, fireplace chimney repair or replacement, or any other maintenance done to the roof) the liability to fix or repair will be on the owner and on their expense. Any exterior roof leak experienced should be reported to the Wildwood Property Manager within 48 hours. Call 317-875-5600.

CHANGE OF ADDRESS: We have enclosed a Change of Address Notice, which should be completed and mailed to us if you relocate, but do not sell your condominium. Providing this information to us is very important, since, as an Owner, you will continue to receive all pertinent information regarding the Association. If, however, you do sell your home, please complete the Notice of Resale form and mail it to us. Both of these documents are extremely important to the Homeowners Association.

HOME, CELL, AND WORK PHONE NUMBERS & EMAIL ADDRESSES OF OWNERS AND

OCCUPANTS: In the past, we have experienced many situations which have made us aware of the need to keep a current list of owners and occupants with their phone numbers, both at home and work. Many emergencies have arisen where phone calls to the proper persons were of critical importance. All homeowners are urged to submit home, cell, and office phone numbers, and similar information on the occupants of the home, to us so that we may contact you regarding any emergencies involving the individual unit. Any phone numbers we receive will not be released to anyone for any purpose not related to the Homeowners Association. We ask that you complete the enclosed Homeowner Roster Form which will provide management with the required data. Please return the form to us at your earliest opportunity.

ARCHITECTURAL CHANGES: As described in the Association documents, any modifications, alterations and/or replacements to the exterior of your home or grounds must be approved in advance by the Board. For your convenience, we are enclosing an Architectural Change Request form to be used for seeking such approval. Please complete this form and mail it to the Management firm. Do not begin any work until your request has been approved. Review and approval by the Board will be completed within thirty (30) days of receipt of all required information.

Building Alterations, Additions, and Detached Structures

1) Any addition to an existing building, any exterior alteration, modification or change to an existing building and/or lot, must have the approval of the Board before any work is undertaken. Examples of such projects include decks, fencing, fireplaces, landscape additions, changing of screened porches, windows, doors (including garage door) & exterior lights.

2) Any addition, exterior alteration, modification, or change to an existing building shall be compatible with the original building.

3) Any privacy fence or screen must have the approval of the Board before installation or removal is undertaken. In general, our community guidelines are:

- a. No privacy fence or screen will be approved if it will obstruct sight lines for vehicular traffic or impedes mowing.
- b. Every effort will be made by the Board to keep all fencing or screening as harmonious as possible with the architectural character of the community.
- c. No privacy fence or screen will be approved unless the design is in conformity with the architectural design of the community.
- d. Fences or screens in excess of 72 inches in height are not permitted. Invisible pet fencing is not permitted.
- e. Fences can be wood or vinyl.

4) Exterior lighting, if approved, shall not be directed in such a manner as to create annoyance to neighbors.

5) Approval of any project by the Board does not waive the necessity of obtaining required building permits or other approval from the appropriate governmental agencies; obtaining such permits and approvals does not waive the need for approval from the Board.

6) Trash containers, in any form, shall not be permitted to remain visible from the streets, except on days of collection.

7) Any painting or repainting of the exterior of the structures will be handled by the Association during scheduled paint cycles. The exception to this is fences that have to be maintained by the homeowner. All homeowner fences must be painted white.

8) THE BOARD BASES ITS DECISION ON THE ABOVE STANDARDS SUBJECT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS WHICH OWNERS SHOULD REFER TO PRIOR TO SUBMITTING THEIR PROPOSALS.

REGULATIONS REGARDING PETS

The intent of these regulations is to avoid unnecessary maintenance costs, preserve the continuity and integrity of the community, assist in the safety of the residents, and retain HIGH standards of appearance, thereby protecting the investment of each homeowner. Service animals are not pets.

1. Only customary house pets are permitted in the community.
2. When pets are outside the house, they must be restrained on a leash and accompanied by the pet owner and the pet must NEVER be out of sight of this person.
3. Pet owners are responsible for seeing that all vaccinations required by law are up to date.
4. Any damage to the grounds will be the financial responsibility of the owner.
5. NO pet shall be housed or chained outside any residence.
6. Owners are responsible for controlling the noise level of pets so that neighbors are not excessively annoyed.
7. Owners are responsible for their guest's pets.
8. The housing of more than three (3) dogs and/or cats and/or customary house pets in any residence is prohibited.
9. The owner will be responsible for immediately picking up solid wastes left by their animal. If the Association has to remove the solid waste the cost of such removal will be at the owner's expense.
10. Complaints on pets relating to noise level, damage, solid wastes not picked up and/or leash violations are to be reported, in writing, to the Management firm for their review and follow-up.
11. The Board of Directors reserves the right to seek removal of any pet that becomes a community nuisance due to chronic disregard of established rules and regulations and/or is deemed dangerous to other pets and/or persons.

TRASH SERVICE: The City provides trash pick-up (for all of Wildwood except Wildwood Court) on Mondays, Wednesdays, and Fridays except on holidays and days with bad weather. Wildwood Court pick-up is on Thursdays. See the rules for more information.

Regulations: To receive collection service, the homeowner must comply with the following regulations.

For all homeowners except Wildwood Court

1. All refuse must be placed inside the trash dumpsters. The city will not pick up anything that sits outside the trash dumpster.
2. It is not the responsibility of the homeowners association to haul away items such as but not limited to furniture, beds, house mechanicals, dressers, TVs, etc. that do not fit inside the dumpsters.
3. The dumpster gates must be closed at all times. This eliminates trash getting blown out of the dumpster area and into the parking lots and stopping up the drains.
4. All refuse must be put in plastic bags before putting them into the dumpster.

For Wildwood Court homeowners

1. Trash is picked up by a private service on Thursdays.
2. Trash is to be put in city 96-gallon containers. It must be put along Wildwood Court to be picked up.
3. Wildwood Court residents can use the trash dumpster behind the clubhouse if needed and follow the "all homeowner rules" for the dumpster.

NOTE: Trash collection is NOT an Association service.

RUNNING FOR BOARD: Enclosed you will find a Board Interest form that can be filled out by any owner of a unit within Wildwood Homes who is interested in a Board position. Please submit the form 10+ days before the Annual Meeting to the Property Manager at the management company's address.

ESTATE/GARAGE SALES:

Garage/estate sales are permitted in Wildwood Homes. If putting up directional signs, they must be removed by the end of the sale.

COMMUNITY WEBSITE: Wildwood Homes has a community website that contains a lot of useful information i.e. Covenants, Conditions, and Restriction Documents, Architectural Change Request forms, etc. This is a wonderful resource for you as a community. Please visit www.LivingInWildwood.com.

We look forward to working cooperatively with all Homeowners in preserving the pleasant living environment of your community.

Your active participation in the Homeowners Association is necessary for us to continue to maintain the high quality of our neighborhood. If you encounter any problems or if you have any questions, please feel free to contact the Management firm at your convenience.

SIGNS: Signs in general are not allowed. This means that you should not allow contractors working on your property to display their signs.

FOR SALE SIGNS: Signs that are allowed are "For Sale" signs. Directional signs for Open Houses are permitted from the Friday before to directly after the Open House. A limit of four (4) "Open House" signs may be placed in the community prior to the open house. All must be removed immediately following the open house.

PARKING: Each resident has one assigned space. Any unassigned space is on a first-come, first-served basis. No parking is allowed on any grass or on sidewalks. The clubhouse parking lot is only to be used for residents and guests who rent the clubhouse, parents who are waiting for the school bus for their kids, and contractors/vendors who are working in Wildwood. Cars parked in driveways, curbs, or streets must be operable, currently licensed, and belong to residents or their guests. Large commercial vehicles and/or trailers, as defined by the Revised Code of Indianapolis, are not allowed to park in any of the parking lots at Wildwood. Boats are not allowed to park in Wildwood. Vehicles must fit between the parking lot stripes. Parking is allowed on the north side of Oakwood Trail but not on the south side.

SATELLITE DISHES AND EXTERIOR ANTENNAS: Prior to purchasing a satellite dish please be aware of the following: The satellite dish must be one (1) meter or less in diameter. (One meter = approximately 39 inches) it cannot be mounted on the roof as it would negate the warranty contracted for by the roofer. It must be mounted on the wooden trim of the building or placed in a flower bed at the side or behind the unit so as in accordance with an Architectural Change Form, which also must be submitted to your Board of Directors for approval PRIOR to installation. Please contact our managing agent, 317-875-5600 if you have any questions. If a unit is put up for sale (listed) and a satellite dish is on the unit, the homeowners association will debit the account \$100 and report it to the title company to be collected at closing. If it is removed before closing, the account will be credited the \$100. As a general rule, exterior antennas are not permitted.

FIREWOOD STORAGE: Firewood is to be stored on patios or inside garages and in firewood storage racks only. Firewood is to be stored with a minimum clearance from exterior walls and ground of 18 inches to minimize wood-eating insect damage to the buildings so rodents cannot reach wood from the ground.

REPAIR, REPLACEMENT OF FENCES: Other than the fence on the Wildwood border between Wildwood Court and Coffman Road, unit fences are the responsibility of the owner. It has to be maintained by the owner.

DUMPSTERS & STORAGE PODS: Prior to the use of dumpsters for resident construction, demolition, yard, or other cleanups, the Board of Directors must be notified in writing by the resident. The notice must include the date the dumpster/storage pod will be placed and the date the dumpster will be removed. Dumpster use may not exceed two weeks from the date of placement.

Dumpsters may not exceed 10 yards in size and must be positioned on the resident's reserved parking space and may not be placed on the lawn or in such a manner as to encroach upon neighbor's property, common areas, or streets.

Debris that blows out of the dumpster or that accumulates around the dumpster must be cleaned up by the resident. The resident is responsible for any damage to Wildwood property.

BBQ GRILLS: BBQ grills must not be used inside the resident's condo or garage. It can only be used on outside patios and **at least 10 feet** from building walls. When done with a BBQ grill do not place it against building walls until it has cooled down. (Updated 3/25/2023 – fire code)

TREES: Nothing can be hung, attached, or put in Wildwood trees. This includes but is not limited to, swings, ropes, ornaments, etc. Trees are not to be climbed on.

CHRISTMAS STRINGS OF LIGHTS: Residents can have Christmas tree lights and decorations up for the months of November, December, and January. For other holiday lights and decorations, they can be up two weeks prior to the holiday and have to be taken down by one week following the holiday.

BASKETBALL: Portable and permanent basketball hoops and stands are not allowed in Wildwood.

DRONES: For safety and privacy concerns, drones are not allowed in the air space of Wildwood.

ASSOCIATION AND BOARD MEETINGS: These meetings are usually held on the third Wednesday of every month at 6:30 PM in the clubhouse. Owners and residents are welcome to attend. The first part of the meeting is for residents/owners to discuss their concerns.

ASSOCIATION COVENANTS, CONDITIONS AND RESTRICTIONS AND BY-LAWS DOCUMENTS: These documents can be found on the Wildwood website at <http://livinginwildwood.com/hoa-documents/>

Covenants, Conditions & Restrictions (CC&Rs) are limits and rules placed on a group of homes or condominium complexes by a builder, developer, neighborhood association, or **homeowners association**.

SMOKE DETECTORS: The Board would like every unit at Wildwood to have smoke detectors. If you cannot afford or need help installing a smoke detector, go to the following website, and scroll toward the bottom of the page where it says "Smoke Detectors". You can either call the number or fill out the form (top right) to get the process started.

<https://visitpiketownship.dream.press/community-involvement/>

Like other corporations, the **Homeowners Association** is governed by a board of directors who are elected by the members and a set of rules called "**bylaws.**" The **bylaws** govern how the **HOA** operates and contain the information needed to run the **HOA** as a business. The **bylaws** cover matters including how often the **HOA** holds meetings.

Sincerely,

Wildwood Homes
Board of Directors

Wildwood Homes HOA

DELINQUENCY PROCEDURES POLICY **EFFECTIVE January 1, 2023**

1st of month	Monthly Assessment fee due and payable
15 Days	<u>"REMINDER NOTICE"</u> is sent to homeowner requiring full payment. A 6% per annum fee is added to the account at this time.
45 Days	"Second Late Notice" is sent to homeowner requiring full payment.
75 Days	<u>"FINAL NOTICE"</u> is sent to homeowner requesting payment in full within 15 days. If payment is not received within the allotted 15 days, the account is turned over to the Association Attorney for immediate legal action and filing suit, and a \$95 property management company collection cost will be added to the homeowner's account.
90 Days	Delinquent account turned over to the Association's attorney to begin pursuing collection at the owner's expense.

HOMEOWNERS WILL BE RESPONSIBLE FOR ALL ATTORNEY FEES, COLLECTION FEES AND COURT COSTS!

NOTE: Legal action may result in the Association filing suit to seek a judgement, attachment of assets, garnishment of wages, a lien upon the property and foreclosure. If the Association has to send a homeowner's account to the Attorney for collection: all of the Association fees remaining for the fiscal year may be accelerated if provided for in your documents. The owner will be responsible to pay all HOA fees, late fees, court costs, attorney fees, the company collection cost administrative fee, and all other fees/costs billed by the management company, such as hourly billing for court appearances, as outlined in exhibit A of the management contract.

Maintenance and Repair Guidelines for Wildwood Homes, Inc.

System	Association responsibility	Resident responsibility	Source and Notes
Common Areas	X		Article VII
Party Walls		X	Article VI
Footing		X	Article VII
Foundation		X	Article VII
Framing		X	Article VII
Exterior brick & Stone walls	X		Article VII
Exterior siding	X		Article VII
Exterior wall surfaces	X		Article VII
Shutters	X		
Landscaping	X		Article VII
Gutters and downspouts	X		Article VII
Roof	X		Article VII
Interiors Stairs		X	
Exterior doors		X	Article VII
Exterior door hardware		X	Article VIII, Sec. 8
Interior finish of exterior doors		X	Article VII
Screen door		X	Article VIII, Sec. 8
Ext Window trim	X		Article VII
Window surfaces (glass)		X	Article VII
Window screens		X	Article VIII, Sec. 8
Window hardware		X	Article VIII, Sec. 8
Concrete patio slab		X	Article VIII, Sec. 8

System	Association responsibility	Resident responsibility	Source and Notes
Patio wall/fence		X	
Concrete sidewalks	X		
Interior covering of exterior walls, e.g. drywall		X	
Ceilings, e.g. drywall		X	
Interior partitions, e.g. drywall		X	
Interior finishes		X	
Floor finishes		X	
Ceiling finishes		X	
Interior doors		X	
HVAC		X	
Water heater		X	Article VIII, Sec. 9
Water supply		X	Once it enters exterior wall
Electrical supply		X	Once it enters exterior wall
Gas supply		X	Once it enters exterior wall
Water conditioner		X	Article VIII, Sec. 9
Sanitary waste piping		X	Once it enters exterior wall
Vent ducts		X	
Electrical panel		X	Article VIII, Sec. 9
Branch wiring		X	Once it enters exterior wall
Interior lighting fixtures		X	
Interior fixed furnishings		X	
Plumbing fixtures		X	Article VIII, Sec. 9
Telephone wiring		X	Once it enters exterior wall
Coaxial cable wiring		X	Once it enters exterior wall
Security System		X	

Note: The board has adopted a policy that Wildwood Homes will accept responsibility for the repairs of external surfaces of the original construction. All interior repairs are the responsibility of the individual homeowner except for damages covered by Association insurance.

WILDWOOD HOMES HOMEOWNERS ASSOCIATION DATA SHEET

I. Property Management Firm:

A. Name & Address: **Julie Schaefer**, Community Manager
Community Association Services of Indiana
11711 N. College Ave. suite 100
Carmel, IN 46032

B. Phone #: (317) 875-5600

C. Direct Line #: (317) 451-2280

D. Fax #: (317) 875-5614

E. Email Address: jschaefer@cas-indiana.com customerservice@cas-indiana.com

II. Trash Pick up day is Monday, Wednesday, and Friday except for Wildwood Court which is on Thursdays.

III. Interest charge for late payment of assessments is 6%. A resident shall be charged a late payment fee for any payment received after the 15th of the month.

IV. Current Board of Directors consists of seven residents each elected to a three-year term. A current list of Board Members will be on www.LivingInWildwood.com

V. Board of Directors meetings are currently being held on the 3rd Wednesday of every month in the community clubhouse at 6:30 PM. Based on decisions made by the Board, there may be exceptions.

ARCHITECTURAL CHANGE REQUEST

PLEASE NOTE: THIS FORM IS 3 PAGES LONG

Wildwood Homes, Inc.

Homeowner Request for Change

1. Name: _____ Phone: _____
 Address: _____

Lot #: _____ Model or Unit Type: _____

2. Briefly describe the proposed change: _____

3. Will there be changes or modifications in basic utility services or existing structures to accommodate the proposed change? Please indicate.

	Yes	No		Yes	No
Electric	___	___	Exterior Walls	___	___
Telephone	___	___	Fencing	___	___
Gas	___	___	Patio Slab	___	___
Water	___	___	Sidewalks	___	___
Sewage	___	___	Pavements	___	___
TV Cable	___	___	Other _____		

4. Please list below the major construction materials which will be used in this project. Be as specific as possible. (Exterior materials must conform to those used on the original building or be sufficiently compatible.)

5. If the proposed project is an addition or alteration that would change the structural appearance of your residence and/or lot, please attach the following information.

- A. Plot plan indicating the location and dimensions of the project.
- B. Blueprints or working drawings indicating all necessary dimensions and elevations.
- C. If available, a photograph or drawing of a similar completed project.

6. Project schedule:

A. The project will be done by: _____ Homeowner
 _____ Contractor(s) Name: _____
 _____ Both

B. Approximate project start date after approval _____
 Approximate project completion date _____

C. Please indicate any building permits that will be required. _____

I understand that under the Declaration and the rules and regulations, the Board will act on this request and provide me with a written response of their decision. I further understand and agree to the following provisions:

1. No work or commitment of work will be made by me until I have received written approval from the Association.
2. All work will be done at my expense and all future upkeep will remain at my expense.
3. All work will be done expeditiously once commenced and will be done in a good workman-like manner by myself and/or a licensed and insured contractor.
4. All work will be performed at a time and in a manner to minimize interference and inconvenience to other unit owners.
5. I assume all liability and will be responsible for all damage and/or injury which may result from performance of this work.
6. I will be responsible for the conduct of all persons, agents, contractors, and employees who are connected with this work.
7. I will be responsible for complying with, and will comply with, all applicable federal, state and local laws, codes, the community governing documents, regulations and requirements in connection with this work, and I will obtain any necessary governmental permits and approvals for the work. I understand and agree that the Association, it's Board of Directors, its Agent and/or the Committee have no responsibility with respect to such compliance and that the Board of Director's and/or its designated Committee's approval of this request shall not be understood as the making of any representation or warranty that the plans, specifications or work comply with any law, code, covenant, regulation and/or requirement.

NOTE: All submitted materials shall remain the property of the Association. You may wish to make a copy for your personal records.

I hereby acknowledge that I have read, understand and will comply with the **ARCHITECTURAL CHANGE STANDARDS** set forth by the Board, as well as the Declaration of Covenants and Restrictions.

Homeowner's Signature: _____ Date: _____

RETURN COMPLETED FORM TO: CASI, 11711 North College Avenue, Suite 100, Carmel, Indiana 46032

DO NOT WRITE BELOW

|||||

Board Action:

Approved as submitted

Deferred

Additional information required: _____

() Other:

() Denied:

Comments:

Board Member Signature: _____ Date: _____

PLEASE NOTE:

Clubhouse Rental

The following rules must be followed if wanting to rent the clubhouse;

1. Only an owner can rent.
2. If after the rental, contract rules are not followed regarding cleanup, **you will lose your deposit.**
3. Owner renting the clubhouse must be current on their assessments.
4. Owner of the condo renting clubhouse must submit a deposit and rental charge.
5. At least one person renting the clubhouse must be 21 years of age.
6. A copy of the contract, clean-up rules and furniture floor plan are on the wall to the left when walking in the front door of the clubhouse.
7. Owner renting the clubhouse will be responsible for all damages to the clubhouse caused by themselves or their guests
8. The owner must release and hold harmless the Association of any liability, injuries, or damages incurred by the renter or their invitees.

The homeowners association spent \$1,000's last year to maintain the clubhouse. That does not count electricity and natural gas expenses. When the clubhouse is left in bad condition after a rental, it increases costs to the homeowners association.

WILDWOOD HOMES CLUBHOUSE RENTAL AGREEMENT

Rental Date _____
 HOMEOWNER NAME _____
 HOMEOWNER ADDRESS: _____
 HOMEOWNER PHONE NUMBER: _____
 LESSEE NAME (If different than homeowner): _____
 UNIT ADDRESS: _____
 LESSEE PHONE NUMBER(S): _____
 PAYMENT RECEIVED (YES/NO)

HOMEOWNER SIGNATURE (REQUIRED FOR TENANT RENTALS)

I hereby allow the above-named lessee permission to use the Wildwood Clubhouse. I further understand and agree that as an owner in Wildwood Homes I am responsible for paying the deposit for use of the clubhouse and will be held responsible for any issues occurring as a result of this rental.

Homeowner signature ____/____/20__ Time _____PM/AM

MANAGEMENT COMPANY CONTACT: Community Association Services of Indiana
 11711 N. College Avenue, Suite 100, Carmel, IN 46032
 (317) 875-5600
customerservice@cas-indiana.com

Please note that the homeowner MUST be current on all fees and a member in good-standing to rent the Clubhouse

1. \$50.00 rental fee and a \$100.00 refundable-deposit to rent the clubhouse. Two separate checks or money orders (one for the rental fee and one for the deposit) should be made out to WILDWOOD HOMES, INC. and received in the Management Office no later than two (2) weeks before your rental date. **DEPOSIT CHECK MUST BE FROM THE HOMEOWNER. DEPOSITS FROM TENANTS WILL NOT BE ACCEPTED.**

Initial

Tenant Initial (if applicable)

WILDWOOD HOMES CLUBHOUSE RENTAL AGREEMENT

2. The Clubhouse may be rented from **11 am to 12 am (Midnight)** on the day of your rental. Keys must be picked up from the Management Office 48 hours before your rental date. The Management office is not located within the community, please arrange to pick the keys up prior to your event at the Associa office located at 11711 N. College Ave, Suite100, Carmel IN 46032. OFFICE HOURS ARE MONDAY-FRIDAY 8:00 AM – 5:00 PM, IF YOUR RENTAL IS SCHEDULED ON A HOLIDAY, PLEASE CHECK WITH ASSOCIA FOR ANY POSSIBLE CHANGE IN OFFICE HOURS PRIOR TO YOUR EVENT.

Initial

Tenant Initial (if applicable)

3. The damage deposit will be returned within 21 days of the date of the rental, IF there are no damages to the premises, furniture and fixtures. If the damages exceed the deposit, you will be billed the difference payable and due within 15 days after the receipt. Damage deductions will be itemized. **ALL FURNITURE MUST BE PLACED BACK INTO ITS ORIGINAL LOCATION TO RECEIVE A FULL REFUND.**

Initial

Tenant Initial (if applicable)

4. You must cancel at least **48 hours** prior to the rental date or the Association¹ will not refund the \$50.00 rental fee. Your \$100.00 deposit will still be returned within 21 days. Please note that fees can **ONLY** be issued to the homeowner, we are unable to issue refunds or any payments to tenants.

Initial

Tenant Initial (if applicable)

¹ Unless otherwise noted, the Association as referred to herein means Wildwood Homes, Inc.

WILDWOOD HOMES CLUBHOUSE RENTAL AGREEMENT

5. You are responsible of any damages done by you, your tenant(s), your guests or your tenant's guests.

Initial

Tenant Initial (if applicable)

6. Personal property placed or kept in the clubhouse will be at your own risk. The Association, and its managing agent, directors, or representatives, are not responsible for lost, stolen or damaged personal property placed or kept in the Clubhouse.

Initial

Tenant Initial (if applicable)

7. No pets or animals will be brought on or to the Clubhouse premises under any conditions.

Initial

Tenant Initial (if applicable)

8. Your party will be conducted in a considerate manner that reflects well on this community. Wildwood's representative(s) have the right to terminate this Agreement at any time.

Initial

Tenant Initial (if applicable)

WILDWOOD HOMES CLUBHOUSE RENTAL AGREEMENT

9. You are responsible for cleaning up of the Clubhouse and the surrounding grounds no later than 12:00 AM (Midnight) after your event.
- a. Sweep and wet mop the floors as needed.
 - b. Turn off all ceiling fans.
 - c. Make sure the refrigerator and freezer are set to the suggested settings.
 - d. Turn all stove and oven switches OFF.
 - e. Set the thermostat to 80 degrees and the system switched to A/C from April – September. Set the thermostat to 60 degrees and the system set to heat from October – March. THE FAN SWITCH SHOULD ALWAYS BE SET TO AUTO.
 - f. Turn off all lights in the restrooms.
 - g. Lock all doors leading to the exterior.
 - h. All chairs and tables that do not have a setting on the diagram should be stacked neatly in the storage area. Please do not block any doors when placing furniture in this area.
 - i. Ensure all furniture is placed back into its designated format per the diagram on the wall next to the exit door.
 - j. Take all trash out of the clubhouse and place it in the dumpster.
 - k. Wipe down all kitchen counters and sink.
 - l. Turn off all lights upon exiting the clubhouse. One security light in the main area will remain on (there is no switch).
 - m. Ensure the front door is locked properly and secured after exiting the building.

Initial

Tenant Initial (if applicable)

10. All furniture must stay inside at all times. All furniture MUST be returned to the original configuration per the layout indicated on the wall near the exit (and attached to this Agreement). All folding tables and chairs MUST be stored in the appropriate locations.

Initial

Tenant Initial (if applicable)

WILDWOOD HOMES CLUBHOUSE RENTAL AGREEMENT

11. Doors are NOT to be propped open at any time.

Initial

Tenant Initial (if applicable)

12. Vehicles are not permitted to be parked on the grass, sidewalks, etc. AT ANY TIME, OR FOR ANY REASON.

Initial

Tenant Initial (if applicable)

13. Lessee's family and guests shall at all times maintain order in the Clubhouse and at all places in the community, and shall not make or permit any loud or improper noises, or otherwise disturb other Wildwood residents. Also, the lessee must remain at the Clubhouse during the whole event or said lessee will not be allowed future rentals of the Wildwood Clubhouse.

Initial

Tenant Initial (if applicable)

14. No more than 75 people, including children of any age, may be in the Clubhouse at one time.

Initial

Tenant Initial (if applicable)

15. **All decorations must be removed after the event. If tape or any other kind of decoration has to be removed by the Association, there will be a deduction from your deposit. NO GLITTER, CONFETTI, OR SIMILAR ITEMS PERMITTED.**

Initial

Tenant Initial (if applicable)

WILDWOOD HOMES CLUBHOUSE RENTAL AGREEMENT

16. By signing this Agreement, you agree to all terms and conditions. We reserve the future right to refuse/ terminate rental or re-rental of the Clubhouse to any person or organization whose party or function has resulted in damage or produced justified complaints.

Initial

Tenant Initial (if applicable)

17. All activities shall be subject to the *Declaration of Covenants, Conditions and Restrictions* for the Wildwood community recorded in the Office of the Recorder of Marion County, Indiana, on October 25, 1972, as Instrument No. 72-2930, as amended from time to time.

Initial

Tenant Initial (if applicable)

18. You shall indemnify, defend, and hold harmless the Association, its managing agent, directors, and other duly authorized representatives, including independent contractors or other similar situated individuals or entities, from and against any and all liability, loss, claims, damages, penalties, fines, costs and expenses, including, without limitation, reasonable attorneys' fees, costs and expenses incurred by the Association, and for any and all injury to persons or damage to property that arise during or from your rental of the Clubhouse and event held thereat, including any set-up and cleaning for the event. Further, Homeowner or Tenant, if applicable, shall notify all guests, invitees, agents, or similarly situated individuals attending the event contemplated herein that their presence upon and at the Clubhouse is expressly subject to their agreement to waive any and all claims against the Association for injury or damage to their person or property resulting, directly or indirectly, from their use of the Clubhouse and the event. Said guest, invitees, agents, or similarly situated individuals may be required by the Association to sign an acknowledgement of their understanding of the terms of this Agreement and waiver.

Initial

Tenant Initial (if applicable)

WILDWOOD HOMES CLUBHOUSE RENTAL AGREEMENT

19. In the event the Association decides and attempts to enforce the terms of this Agreement, whether at law or in equity, the Association shall be entitled to recover from Homeowner its expenses and costs incurred, including court costs and reasonable attorneys' fees, as a result of its efforts to enforce the terms herein, including, but not limited to, seeking reimbursement for damages to the Clubhouse as a result of the rental contemplated herein and event held thereat.

Initial

Tenant Initial (if applicable)

20. The Clubhouse shall not be sublet for any purpose and, as such, the Homeowner or Tenant, if applicable, shall not assignment any of their rights or obligations under this rental agreement.

Initial

Tenant Initial (if applicable)

FAILURE TO COMPLY WITH ONE OR MORE OF THE ABOVE RENTALS REQUIREMENTS OR CONDITIONS WILL RESULT IN FORFITURE OF THE CLUBHOUSE DEPOSIT AND FUTURE RENTAL OF THE CLUBHOUSE WILL BE DISCONTINUED.

_____ **Owner Initial**

_____ **Tenant Initial**

WILDWOOD HOMES CLUBHOUSE RENTAL AGREEMENT

Acknowledgement: I have read all of the Wildwood Homes Clubhouse Rental Agreement and by signing below, I agree to comply with the provisions of this Agreement.

HOMEOWNER SIGNATURE

NAME PRINT: _____

DATE: _____

WILDWOOD HOMES, INC.

REPRESENTATIVE SIGNATURE

NAME PRINT: _____

DATE: _____

KEYS MUST BE RETURNED TO THE MANAGEMENT COMPANY OFFICE OR LOCKBOX WITHIN 48 HOURS AFTER THE EVENT, to:

**Community Association Services of Indiana
11711 N. College Ave, Suite 100, Carmel IN 46032**

HANDBOOK VERSIONS

October 2021 – Original

April 2023 – The delinquency document was updated, BBQ grill paragraph was updated to match the fire code, added a paragraph about smoke detectors, updated the clubhouse rental agreement, and corrected spelling and grammar errors.