

### **Community Newsletter**

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by Cynthia Johnson on February 20, 2025

Dear Woodlands Residents,

We are excited to bring you the latest updates from the Woodlands Homeowners Association (HoCo). Our community thrives on the participation and dedication of its residents, and we are eager to share important news, upcoming events, and opportunities for you to get involved.



by Cynthia Johnson February 20, 2025

# **Community Updates**

We are thrilled to announce our fence improvement around our community designed to enhance your living experience is almost complete. The fence still needs to be stained.

We are excited about the traffic we are getting on the WHOA Facebook Page. This page is where pertinent Homeowner information will be shared as it pertains to the Woodlands Homeowners Association only. If you have not already done so please request to join the Page. After verification, you will be admitted to the Page. This is a great tool to keep the community updated.

# Help Us Keep the Neighborhood Clean and Safe

As a friendly reminder, we all play a role in keeping The Woodlands a beautiful and safe place to live. Please remember to dispose of trash properly, maintain your yards, and report any suspicious activities to local authorities, such as garbage cans being stolen or individuals going through garbage cans (if you have camera footage, please provide those to the local authorities. Together, we can ensure that our neighborhood remains a wonderful place for families of all ages. We encourage residents to share their thoughts and ideas about additional improvements that could benefit our community.

## **Community News**

**Annual Assessments:** 2025 Assessments are due by December 1, 2024. A late fee was added for all payments after December 5, 2024. Please submit your payment online or mail your payment to: WHOA Houston, Inc., 300 Woodlands Blvd, Kathleen, GA 31047. Please include your home

address with your payment. We are also updating updated information for previous years. If you have not paid previous years we will be contacting you soon.

**Volunteers:** Volunteers are needed for the Welcoming Committee and Grounds Maintenance Committee. If you have experience in either area, please volunteer by contacting us, using the WHOA email.

**Garbage/Bulk Trash (Refuse):** Homeowners are reminded that they are not authorized to place/ store trash, garbage or other waste (refuse) on the road except for the designated day of pickup by the city. Refuse, which is not picked up by the garbage service, must be removed the same day. Homeowners can contact the city in which they reside to make arrangements for pickup or dispose of the refuse themselves. Either way, homeowners cannot place, then leave refuse on the street (as per the covenants). We do ask for grace within the community however. We all know that the schedule of garbage/bulk trash (refuse) was sporadic. As the city strives to get back to a normal schedule, please be patient with the city and each other.

**Concrete Flumes.** Concrete flumes are located throughout the Woodlands and part of the storm water drainage system. Homeowners are responsible for their cleaning.

**Park and Playgrounds.** The park and playgrounds close at dusk. We are asking that all homeowners be watchful for suspicious behavior and individuals hanging around the park and playground after closing.

**Pets.** Pets seem to be an ongoing issue in the Woodlands. When walking your pets please consider your neighbors and clean up after your pets. If a homeowner has an issue, please try to contact the pet's owner but, if this is not possible or the owner is a repeat offender contact Warner Robins Animal Control at (478) 929-7290 or Perry Animal Control at 478-988-2888 depending on where you live.

**Litter**. Litter is an ongoing issue particularly along Woodlands Blvd from the Hwy 127 entrance to the Woodlands. Littering is unlawful and should be reported to law enforcement when observed. In an effort to keep our community beautiful, homeowners may consider asking neighbors and or friends to join them, say once weekly, in cleaning up those areas where litter has accumulated. A large group of people walking around a neighborhood picking up trash raises awareness about littering. We recognize that we already have some homeowners that voluntarily pick up litter on their daily/weekly walks and want to thank them for their help in keeping our community clean.

**Trespassing.** Signs have been placed in unauthorized areas. Please adhere to these signs. ATVs, golf-carts and vehicles should not be driven on the undeveloped, private property. Please stay on public roads for your safety and to avoid trespassing charges.

**Crime or Suspicious Activity**. Homeowners are encouraged to report any crime or suspicious activity they may see around the neighborhood, even if it seems like a small incident. This includes trespassing and/or 4-wheelers that are observed on the public roads. Homeowners should not engage/confront the individuals but take pictures/ videos, if possible, and call 911 to report the infraction. Local law enforcement allocates their patrols based on the number of calls from an area. If potential crimes aren't being reported from the Woodlands, there's no reason for our neighborhood to be patrolled. To report crimes and/or vandalism call the

Warner Robins Police Department at 478-302-5378 or the Perry Police Department at (478) 988-2800 depending on your location or call 911.

In efforts to help the community understand the Board of Directors and the Architectural Control Committee, the following brief job descriptions are provided directly from the Covenants established. This list is not inclusive. It is encouraged that everyone become familiar with the Covenants. You can find the Covenants on the WHOA website.

### **Board of Director's Duty Description**

DECLARATION of BOOK 7769 PAGE 119

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

for the Subdivision known as THE WOODLANDS OF HOUSTON Phase 5

ARTICLE IV

#### ADMINISTRATION

**4.1 Responsibility for Administration.** The maintenance, repair, replacement and operation of the Common Areas and facilities located thereon shall be the responsibility of the Association. Such administration shall be governed by this Declaration and the Articles of Incorporation and By-Laws of the Association, as amended from time to time. The powers and duties of the Association shall be those set forth in said documents together with those reasonably implied to effect their respective purposes, and shall be exercised in the manner provided therein. The association shall accept such conveyances of Common Area as are made from time to time to the Association by the Declarant.

**4.2 Management Agreements.** The Association's Board of Directors may employ a professional manager for the administration and operation of the property subject to the Association's jurisdiction. The employment agreement may provide that, during his tenure, such manager shall be authorized and responsible for exercising all powers and performing all duties of the Association, excepting only those powers and duties specifically and exclusively assigned or reserved to the officers, directors or members of the association by this Declaration and the Association's Articles of Incorporation or By-Laws. The manager may be an individual, corporation, or other legal entity, as the Board of Directors shall determine,  $\cdot$  including individuals associated with Declarant. The Board of Directors may require that such manager be bonded in such amount as the Board of Directors may require. The cost of acquiring any such bond shall be an expense of administration, payable from the common expense fund. Each Lot Owner hereby agrees to be bound by the terms and conditions of all management agreements entered into as hereinabove provided.

**4.3 Limitation of Liability: Indemnification**. Notwithstanding the duty of the Association to maintain, repair and replace the Common Areas and facilities, the Association shall not be liable for injury or damage caused by any latent condition of such property and facilities, nor for injury or damage caused by the elements, nor for injury to its members or other persons, nor shall any officer or director of the Association be liable to any of its members for injury or damage caused by such officer or director in the performance of his duties unless due to the willful misfeasance or malfeasance of such officer or director. Each officer or director of the Association against all expenses and liabilities, including

attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been such an officer or director, whether or not he is such an officer or director at the time such expenses and liabilities are incurred, except in such cases wherein the officer or director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Provided, however, in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursements as being in the best interests of the Association.

#### **ARTICLE V**

#### **PROPERTY RIGHTS**

**5. 2 Owner's Easement of Enjoyment**. Subject to the provisions of this Declaration and the rules, regulations, fees and charges from time to time established by the Board of Directors in accordance with the By-Laws and the terms hereof, every Owner, his family, tenants, and guests shall have non-exclusive right, privilege, and easement of use and enjoyment in and to the Common Areas, such easement to be appurtenant to and to pass and run with title to each Lot and Dwelling, subject to the following provisions:

(a) The right of the Association to borrow money (i) for the purpose of improving . the Common Areas, or any portion thereof, (ii) for acquiring additional Common Areas, (iii) for constructing, repairing, maintaining or improving any facilities located or to be located within the Common Areas, or (iv) for providing the services authorized herein, and to give as security for the payment of any such loan a security deed or other security instrument conveying all or any portion of the Common Areas; provided, however, that the lien and encumbrance of any such security instrument given by the Association shall be subject and subordinate to any and an · rights, interests, options, licenses, easements, and privileges herein reserved or established for the benefit of Declarant, any Owner, or the holder of any Mortgage, irrespective of when such Mortgage is executed or given.

**5.3 Recreational Facilities.** Subject to the terms and provisions of this Declaration and the rules, regulations, fees and charges from time to time established by the Board of Directors, every Owner and his family, tenants, and guests shall have the non-exclusive right, privilege, and easements of access to and the use and enjoyment of the recreational facilities and amenities (if any) as are now or hereafter located in the Common Areas. An Owner may assign to the tenant of his Lot or Dwelling such Owner's rights of access to and use of said recreational facilities so that such tenant, his family and guests shall be entitled to the access to, and the use and enjoyment of, the recreational facilities on the same basis as an Owner and his family and guests.

**5.7.5 Easements for Association.** There is hereby reserved a general right and easement for the benefit of the Association, its directors, officers, agents, and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Lot or Dwelling or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner or occupant of the Lot or Dwelling directly affected thereby.

## Architectural Control Committee Duty Description

#### **ARTICLE VI**

#### **PROTECTIVE COVENANTS**

#### 6.1 Architectural Control Committee.

6.1.1 Designation of Committee. The Subdivision shall have an Architectural Control Committee, which shall consist of three (3) members who shall be natural persons, and who shall be appointed by a majority of the record title owners of the total number of lots then subject to this Declaration voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all such owners at least thirty (30) days in advance and shall set forth the purpose of such meeting. PROVIDED, HOWEVER, until December 31, 2025, the appointment of the members of the Architectural Control Committee must be approved by Declarant, and, any and all members of such committee may be removed with or without cause by the Declarant. After such a date, the owners shall have the exclusive right and power at any time and from time to time to create and fill vacancies on the Architectural Control Committee.

**6.1.3 Function of Architectural Control Committee.** No improvement, as that term is hereinafter defined, shall be erected, constructed placed, altered (by addition or deletion), maintained or permitted to remain on any portion of The Properties until plans and specifications as defined in §6.1.4 infra), in such form and detail as the Architectural Control Committee may deem necessary shall have been submitted to and approved in writing by such committee. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decision of the Architectural Control Committee shall be final, conclusive, and binding upon the applicant.

**6.1.4 Content of Plans and Specifications.** The plans and specifications to be so submitted and approved shall include the following:

- a. Exterior Elevations.
- b. Exterior materials, colors, textures, and shapes.
- c. Structural design.

d. Landscaping plan, including walkways, fences and walls, elevation changes, watering systems vegetation and ground cover.

- e. Parking area and driveway plan.
- f. Screening, including size, location, and method.
- g. Utility connections.

**6.1.5 Definition of "Improvement".** Improvement shall mean and include all buildings and roofed structures, decks, patios, parking areas, loading areas, trackage, fences, walls, hedges, mass plantings, poles, clothes lines and drying yards, antennae, driveways, ponds, lakes, swimming pools, tennis courts, signs, changes in any exterior color or shape, glazing or reglazing of exterior windows with mirrored or reflective glass, and any new exterior construction or other exterior improvement. It does not include garden shrub or tree replacements or any other replacement or repair of any magnitude which ordinarily would be expensed in accounting

practice and which does not change exterior colors or exterior appearances. It does include both original improvements and all later changes and improvements.

**6.1.6 Basis of approval.** Approval of plans and specifications shall be based, among other things, on adequacy of site dimensions, structural design, conformity and harmony of external design and of location with neighboring structures and sites, relation of finished grades and elevations to neighboring sites, and conformity to both the specific and general intent of the protective covenants.

The complete description of what the Board of Directors and the Architectural Control Committee functions are please see the applicable sections in the Covenants. Again we ask that everyone please become familiar with the Covenants. There are some things that are out of our jurisdiction to act up. Those things should be addressed to the applicable agency, ie the police, the appropriate city. We have provided Reference numbers below.

#### **REFERENCE NUMBERS:**

Report speeding, parking complaints or neighborhood disturbances to the respective Police Department. For Warner Robins: 478 -302-5378. For Perry: 478-988-2800. Or call 911.

For problems regarding pets, contact the respective Animal Control. For Warner Robins: 478-929-7290. For Perry: 478-988- 2888.

Report street light outages to the respective Public Works Department: Warner Robins: 478-988-2732, Perry: 478-302-5543.

#### QUESTIONS/SUGGESTIONS, COMMENTS/CONCERNS

Have a question, suggestion, comment or concern? Email the WHOA: <u>WHOAhouston@gmail.com</u>. Questions, suggestions, comments, or concerns can also be submitted via the WHOA website at: <u>www.whoahouston.com</u> or call us at (478) 217- 2087 and leave a voice message.

Thank you! We appreciate your efforts in keeping the Woodlands such a beautiful place to call home.



https://whoahouston.com

READ MORE ON OUR WEBSITE



300 Woodlands Blvd Kathleen, GA 31047