

OAK CREEK ASSOCIATION, INC.

Current Practices and Rules

To Established Actions to Follow in Execution of Duties Outlined in Code of Regulations/Bylaws in compliance with Ohio Planned Community Law.

I. Current Practices

A. Trustee Meetings. Trustees will meet monthly on the first Tuesday of each month at 7:00 p.m. at rotating locations.

B. Homeowners' Meetings. Trustees will hold 2 Homeowners' meetings each year:

1. Annual Meeting for the election of trustees on the last Monday in March of each year or on such other date within one month thereafter
2. Budget Meeting in November

C. Updates to Homeowners. Trustees will update members via a Newsletter 2 times a year and with monthly updates on the website. New owners will be sent a welcome letter.

D. Compensation of Officers.

1. Association officers shall be defined as:

President
Vice President(s)
Treasurer
Secretary

2. Compensation shall be paid at the rate of \$20 per month of service to the Association (\$240 per year) to all officers except the Treasurer. The Treasurer shall be paid \$40 per month (\$480 per year).
3. Officers begin their term of service in the month in which they are appointed and continue through the 31st of March following their appointment. An annual term of service would be from April 1 through March 31 of the following year. If an appointment is for a fraction of an annual term, or if an officer is unable to complete any part of a full term, compensation will be prorated for the time served.
4. Compensation shall be paid semi-annually at the completion of each 6 mos. of service (September and March).

E. Current Fees List.

1.	Transfer Fee:	\$100.00
2.	Interest on Delinquent Assessments, Fees, Fines, Charges, etc.:	12% per annum.
3.	Return Check Fee:	\$50.00
4.	Return Item Fee:	\$25.00
5.	Attorney Fees ¹ for Civil Actions as billed	\$225.00 per hr.
6.	Court Costs ² for Civil Actions	As Billed
7.	Legal Fees to and Court Costs to Place Lien ³	\$97.50
8.	Legal Fees and Court Costs to Remove Lien ⁴	\$58.50
9.	Recording fee	\$28.00
10.	Release fee	\$32.00
11.	Association Administrative Lien Fee (one-time)	\$250.00
12.	Collection Agency Fees based on amount collected	33%
13.	Enforcement Assessment Fee 2 nd Request	\$10
14.	Enforcement Assessment Fee 3 rd Request	\$25
15.	Enforcement Assessment Fee every week thereafter until the violation is corrected	\$50
	For repeat offenses of the same violation up to	\$50
16.	Enforcement Assessment Costs/Expenses	As Billed

II. Resolution of Complaints Regarding Warranty Deed Violations; Damage and Enforcement Assessments:

A. Written notice of the violation or damage shall be sent to the Association containing the following information:

1. Name, address, phone number and/or e-mail address, and best time to call of person(s) reporting the violation.

¹ Current as of 4/1/2011. Subject to Change

² Current as of 4/1/2011. Subject to Change

³ Current as of 4/1/2011. Subject to Change

⁴ Current as of 4/1/2011. Subject to Change

2. Address of the property which is in violation of a deed restriction(s) and the nature of the violation(s).
3. Upon receipt of the violation/damage complaint, an Officer or Trustee of the Association will investigate the complaint and report findings to the Association.
4. The Association shall attempt to contact the person(s) who presented the complaint and inform them of the Association's decision.

B. Enforcement Procedure

1. If the Association decides to move forward with the complaint, a notice, under the signature of the President, will be sent to the violator referencing the property and the nature of the violation/damage and
 - a) request that the owner correct the violation within the time frame established within the notice (7-21 calendar days based on the violation).
 - b) Letter will include a statement that a second request will result in an Administrative fee/Enforcement Assessment of \$10.
 - c) If the violation/damage has not been resolved within the time frame as stated within the first notice, and no request for an extension has been received and granted by the President of the Association, or said extension of time has expired, a second notice shall be sent via certified letter:
 - d) Letter will include a statement to the effect that a third request will result in an Administrative fee/Enforcement Assessment of \$25.
 - e) It is within the Association President's authority to grant an extension of up to 10-calendar days to resolve the violation.
 - f) Although the President has the sole authority to grant an extension without the approval of the Association Trustees or Officers, this does not preclude discussion with one or more individuals if so desired.
 - g) In the complaint is about damage to common property, the Association may make repairs or replacement and bill the owner for said damages in concert with Section III.B. of this document.
2. If the violation/damage has not been resolved within the time frame as stated within the second notice, and no request for an extension has been received and granted, or said extension has expired, a written notice shall be sent to the homeowner notifying of proposed assessment. The notice will include a reasonable date by which the owner must cure a continuing violation to avoid Enforcement Assessment and litigation. (This letter may include the notifications in Section III.B. of this document or they can be sent in a separate communication.)

III. Annual Assessment for Common Expenses, Enforcement Assessments, and Special Assessments.

A. Annual Assessment for Common Expenses.

1. Written notice of the Annual Assessment for Common Expenses shall be sent to every homeowner by January of each year.
2. The Annual Assessment for Common Expenses shall be due upon receipt.
3. If the Annual Assessment is not paid in full by April 1, the balance due shall bear interest from the due date, i.e., January 1, at a rate of 12% per annum. (This denotes a grace period.)
4. If annual assessment and applicable interest in full is not received by June 15, a final notice/letter will be sent by July 1 warning that if payment in full (including interest through June 30) is not received by 5:00 p.m. on the 1st business day in August, a Lien for Assessment plus interest and associated costs shall be filed against the property immediately thereafter. Lien to be files 3 business days after deadline.
5. If a house is for sale and the Annual or Special Assessment(s) has not been paid, homeowner shall be notified by letter to pay assessment and interest within two (2) weeks or a lien will be placed. Notice to be forwarded to Realtor by phone, letter, or e-mail. Place lien 3 business days after deadline.
6. If an owner receives statement for Annual or Special Assessment(s) and notifies Association of his/her refusal to pay, a letter explaining the liability will be sent with a 30-day statement including applicable interest. If Annual or Special Assessment remains unpaid after due date, within 14 days a warning letter to be mailed notifying owner to pay within 30 days to avoid a lien. Lien to be placed 3 business days after deadline.
7. Any and all other remedies as set forth within the Limited Warranty Deed for each Phase can be exercised at any time as deemed appropriate by the Association.
8. Trustees reserve the right to take special circumstances into consideration on an individual basis.

B. Enforcement/Damage Assessments.

1. Prior to imposing a charge for damages or any enforcement assessment, the board of directors shall give the owner a written notice that includes all of the following:
 - a) A description of the property violation
 - b) The amount of the proposed assessment
 - c) A statement that the owner has a right to a hearing before the board to contest the proposed charge or assessment.

d) A statement setting forth the procedures to request a hearing (see No. 9 of this section).

e) A reasonable date by which the owner must cure a continuing violation to avoid the proposed charge or assessment, if such an opportunity to cure is applicable.

2. To request a hearing:

a) The owner shall deliver a written notice to the board not later than the tenth (10th) day after receiving the notice this division requires. If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the board immediately may impose a charge for the damages or an enforcement assessment pursuant to this section.

b) If an owner requests a hearing, at least seven (7) days prior to the hearing the board shall provide the owner with a written notice that includes the date, time, and location of the hearing.

c) The board shall not levy a charge or assessment before holding any hearing requested pursuant to this section.

d) Within thirty (30) days following a hearing at which the board imposes a charge or assessment, the Association shall deliver a written notice of the charge or assessment to the owner.

e) Any written notice that this section requires shall be delivered to the owner or any occupant or any occupant of the dwelling unit by personal delivery, by certified mail, return receipt requested, or by regular mail.

IV. Payments:

A. If a check for payment of Assessments is returned by owner's bank for any reason except account closed, it will be automatically re-deposited. If the check is paid by the payee's bank, a return item fee will be charged to the payee added to the next Annual Assessment. If the initial check is returned a second time, a return check fee will be levied. A notice shall be sent to the owner indicating that the Assessment payment, including the return check fee, must be made via money order or certified check within 30 days or a lien will be placed on the property. Lien to be placed 3 business days after deadline.

B. The Association shall credit any amount it receives from a lot owner pursuant to Assessments in the following order:

1. Interest owed to the Association.
2. Administrative late fees or enforcement assessments owed to the Association.
3. Collection costs, attorney's fees, and paralegal fees the Association incurred in collecting the assessment.
4. Oldest principal amounts owed to the Association.

V. Liens.

A. The Association has a lien upon the estate or interest in any lot for the payment of any assessment or charge levied in accordance with 5312.11 of the Ohio Revised Code, as well as any related interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, and paralegal fees, that are chargeable against the lot and that remain unpaid ten days after any portion has become due and payable.

B. All of the following apply to a lien charged against a property pursuant to this section:

1. The lien is effect of the date that a certificate of lien is filed for record in the office of the recorder of Delaware County, pursuant to authorization by the board of directors of the Association. The certificate shall contain a description of the lot, the name of the record owner of the lot, and the amount of the unpaid assessment or charge. It shall be subscribed to by the president of the board or other designated representative of the Association.
2. The lien is a continuing lien upon the lot against which each assessment or charge is made, subject to automatic subsequent adjustments reflecting any additional unpaid interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, paralegal fees, and court costs.
3. The lien is valid for a period of five (5) years from the date of filing, unless it is sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or unless it is discharged by the final judgment or order of a court in an action brought to discharge the lien as provided in this section.
4. The lien is prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments of political subdivisions and liens of first mortgages that have been filed for record prior to the recording of the lien, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association.

VI. Compliance with Covenants, Conditions and Restrictions; Action for Damages.

The Association and all owners, residents, tenants, and other persons lawfully in possession and control of any part of an ownership interest shall comply with any covenant, condition, and restriction set forth in any recorded document to which they are subject, and with the bylaws and the rules of the Association, as lawfully amended. Any violation is grounds for the Association or any owner to commence a civil action for damages, injunctive relief, or both, and an aware of court costs and reasonable attorney's fees in both types of action.

The foregoing amended instrument adopted by the Board of Trustees of Oak Creek Association, Inc., on this _____ day of _____, 2012.

Print Name_____

Print Name_____

Print Name_____