

The Woods Homeowners' Association Handbook

Dear Homeowner,

On behalf of The Woods Homeowners' Association (HOA) welcome to the neighborhood! We believe you will find The Woods a great place to live. This handbook has been put together to provide you with helpful information on the organization, responsibilities, policies and procedures of the HOA to make your transition to being a resident here as smooth as possible. This Handbook, together with the Association's governing documents, provides valuable information about The Woods.

As a homeowner in The Woods, you automatically became a member of the HOA. The purpose of the HOA is to protect, maintain, and enhance the value of your home and lifestyle. This Handbook should help you understand the role of the HOA more clearly.

It is our wish that you will find, as so many others have, association living to be a satisfying experience as well as a sound investment. Although living in a community with an association has many advantages, it also involves some guidelines and rules. We can't do everything we might want to do as individuals because our actions affect everyone in the community. This Handbook outlines those guidelines and rules, and more importantly, provides information on day-to-day living here in The Woods. We ask all residents to read and abide by these guidelines to maintain peace, harmony, and to increase the value of this great community. In addition, we urge you to read the Declaration, By-Laws to stay abreast of the latest changes.

A more comprehensive reference concerning property rights and responsibilities can be found in the Declaration of Covenants, Articles of Incorporations and the By-Laws (commonly called "the Governing Documents") of the Association. In case of any conflict between this Handbook and the Documents, the Documents shall control.

If you have any questions or need assistance, the Management Company of the HOA will be happy to assist you.

We hope that you find this handbook a useful tool in your living at The Woods. On behalf of the Association, the Management Company and the Board work toward the same purpose – To promote the recreation, enjoyment, health, welfare and safety of homeowners and to protect, advance, and preserve environmental, aesthetic, and scenic qualities of The Woods. Thank you for making The Woods your home, and Welcome Home!

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Chapter 1: Organization

A Homeowner's Association

The Woods Homeowners' Association is an organization of residents. You automatically become a member of The Woods Association, when you purchase your home. As a member, each homeowner has a voice in Association affairs. Homeowner votes are cast during annual or special meetings of the general membership.

To assure the Homeowners of a well-run organization, a professional management firm has been retained as an integral part of the operation of the Association. Professional management staff will coordinate and supervise the maintenance, financial, and architectural facets of The Woods Homeowners' Association.

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

Two Associations in The Woods Community

The Woods Community is comprised of two (2) homeowner associations whose responsibilities are defined in The Woods Documents. Each of these associations is:

- Separately incorporated
- Has its own Board of Trustees
- Has its own Operating Budget and Bank Accounts

The following is a brief summary of the responsibilities of each Association:

The Woods Association: This Association is responsible for the community entrance and all common area maintenance, as described in the Governing Documents. The Association is also responsible for all common area electric and water service.

Heritage Place Association: This Association is responsible for the maintenance of the cart path, landscaping, and the Heritage Place entry monument.

Governing Documents & Definitions

The Woods Homeowners' Association is governed by a set of legal documents, which establish the association, regulate its operation, and provide rules for use of all properties in the community. The legal documents consist of the following:

Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for The Woods Homeowners' Association:

This Declaration details each owner's property, and his/her rights and obligations in the Association. The regulations are important rules in your day-to-day living. They are set up to make sharing the property convenient and easy for you and others involved, not to make things difficult.

Articles of Incorporation for The Woods Homeowners' Association:

This document establishes the Association and its purpose, structure, and power.

By-Laws of The Woods Homeowners' Association:

The By-Laws delineate the meeting process, election procedures, powers and duties, Board meeting requirements, committees, insurance requirements, and limited use restrictions.

If you need a copy of any of these documents, please contact your management company. There may be a charge for paper copies and postage. You can also visit your county recorder's office to obtain a copy.

Retaining these documents, understanding them, and explaining them to temporary residents of your community are essential to the management of The Woods HOA. Your cooperation will assist in the overall management of the community and will contribute to the Association's effort in reducing overall expenses.

These Documents set the parameters for Association Maintenance, Board Responsibilities, and General Rules and Regulations for the Community. Each of these will be defined in greater detail on the following pages.

Meetings of the Association

The Woods Board of Trustees meet quarterly to review financials and address any items brought to the attention of the Management Company.

Annual Meeting

The Annual Meeting of homeowners for The Woods is held in the first calendar quarter of the year. The meeting is held for the primary purpose of electing members to the Board of Trustees and to provide updates to the membership. A quorum of twenty percent (20%) of the entire membership must be present at the meeting for Association business to take place. The Annual Meeting Notice is mailed to all members at least ten (10) days in advance of the meeting.

The Board of Trustees

There is a Board representing The Woods HOA. The Woods of Heritage Place Association has a separate Board that is not described here.

The Woods Board of Trustees

This Board is comprised of five (5) members of the Association. All Trustees are elected by the members of The Woods Homeowners' Association for two (2) year terms.

Each board shall have the right to assign responsibilities and duties to a management company.

Management Company Supporting The Woods HOA.

The Management Company for The Woods Homeowners' Association is:

Associa Community Management Solutions
5378 Cox-Smith Road, Suite D
Mason, OH 45040

Your Property Manager is: Sheila Grabowski
Phone: 888-612-2299
Email: Sheila.grabowski@associa.us

Customer Service line: 888-612-2299
After Hours Emergencies: 888-612-2299 and follow prompts

Payments should be mailed directly to the lockbox at:

The Woods HOA
C/O Associa CMS
P.O. Box 105770
Atlanta, GA 30348

Payment Options

Bank Draft through your personal bank.
You can visit www.rpmanagement.com for online payment (*note: convenience fee applies*)

Chapter 2: Services Provided by the Homeowners' Association

Leasing your home

If you decide to rent your home, you are responsible for notifying your tenant or occupant of the Governing Documents of the community, Board Adopted Rules and Regulations, and any other relevant information. As an owner you are ultimately responsible for your tenant's compliance with the rules and regulations and any damages to common property.

Although a tenant may pay rent or assessments to you individually, the owner of the home is responsible for payment of all assessments to the association.

Rules for Leasing:

Owner is responsible to ensure the tenant, their guests, and invitees are informed of the rules of the community.

Within thirty (30) days after occupancy, the name and telephone number of the tenant, and a copy of the lease, must be furnished to the Management Company

The home may not be used as a motel or hotel for transient tenants.

Insurance

The Woods Homeowners Association is required to carry property and liability insurance for all Common Areas owned by the Association.

Architectural Guidelines and Improvement Process

Any homeowner desiring to make any change, improvement, or addition must obtain approval for the change or improvement from the Board of Trustees. Any proposed change to the exterior of a Unit or Lot must be submitted to The Woods Board.

Please follow this process if you are considering an exterior change:

Submit an improvement application form to the Management Company. Include a complete description of the improvements with as much information as possible. Attach drawings, photographs, samples of materials to be used, catalog, etc.

The Improvement Application will be placed on the Agenda for the upcoming Board Meeting.

The Board will make its decision to approve or deny the application. In many cases, if an application is denied, the Board will also make recommendations to homeowners about how the improvement can be modified to meet the Architectural Guidelines. The Board will encourage homeowners to resubmit the application once modifications to the improvement are made that allow the improvement to meet the Architectural Guidelines.

Completion of the work must occur within a reasonable time frame following commencement unless the Board determines that completion is impossible or would result in great hardship to the Owner.

If the Board or Management Company finds the work was not done in compliance to the approval or that approval required was not obtained, the Board or Management Company shall notify the Owner in writing of the non-compliance. The notice shall specify the particulars of the non-compliance and shall require the Owner to remedy the non-compliance.

If the Owner fails to remedy the non-compliance, after thirty (30) days from the date of notification, the Board will provide a hearing to consider the homeowner's continuing non-compliance. If at the hearing the Board determines no valid reason for the non-compliance, the Board shall order the homeowner within thirty (30) days to remedy or remove the improvement. If the Owner does not comply with the Board's ruling within this period, the Board may pursue legal action against the non-compliance at the expense of the homeowner.

The following General Architectural Guidelines will be used when making decisions regarding approval or denial of an improvement application.

Community: The Woods HOA

Name: _____

Address: _____

Phone: _____ **Email:** _____

Cost/Value of Request: _____ **Location:** _____

Type of Request:

[Please attach a detailed (to scale) drawing or blueprint of your plan(s).

Is this an amendment to a previous request? _____ If yes, approximate date of previous request: _____

_____ I understand that under the declaration and the rules and regulations, the committee 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 or a 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 liability for all damage and/or injury that 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. Contractor must be licensed in the State Of Ohio to perform the work.
8. I will be responsible for complying with, and will comply with, all applicable federal, state, and local laws; codes; 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, its board of directors, its agent and the committee have no responsibility with respect to such compliance and that the board of directors' 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, regulation, or governmental requirement.
9. The contractor is: _____
10. If approved the work would start on or about _____ and would be completed by _____.
11. Any work not started on or before _____ is not approved and later construction must be subject to re-submittal to the committee.

Signature: _____ **Date:** _____

Chapter 3: Financial Policy

Assessments

The expenses of the Association are budgeted each year and each homeowner pays assessments to defray these expenses. The Woods Association and the Heritage Place Association have different budgets and, therefore, different assessments.

The Annual General Assessment for each Association is determined yearly based on the budgeted expenses involved in operation, maintenance, repair, and replacement as defined in the Declaration.

Funds for The Woods Association and the Heritage Homes Association are held in separate federally insured banks and are used solely for the purposes defined in the Declaration. Records of each Association are audited periodically and appropriate tax returns are filed annually.

Reserves

The Woods Association maintains a separate savings account set aside for long term repair and replacement of reserve items. Contributions into the reserve accounts are budgeted annually from collected assessments so that future, potentially very expensive, replacements of common area components can be mitigated.

The Woods Assessment Collection Policy

In the event of a delinquency, the following actions will be taken consistent with the Declaration:

The Woods Association assessments are due on the 1st of February. Late charges of \$25 will be applied on the 28th of the month for any account with a delinquent balance. In addition the following actions will be taken:

1. **Collection letter** – from the Association’s attorney will be send to any Owner whose account is - ninety (90) days delinquent.
2. **Lien** – The Association’s attorney will file a lien on any account is one hundred and eighty (180) days delinquent.
3. **Foreclosure** – The Association’s attorney will solicit approval for to file a Complaint of Foreclosure for any account twenty-four (24) months delinquent. Once authorized, the Complaint can only be lifted when the account balance is paid in full. The Association’s attorney will also file Answer and Cross Claim to protect the Association’s interest in the event a foreclosure is filed by another lienholder.

Chapter 4: Guidelines, Rules and Prohibited Uses

The Woods Homeowners Association is governed by a set of rules and regulations for the common good of the community. The goal of these rules and regulations is to create, maintain, and enhance the value of our homes and community. The Board requests cooperation and assistance of all homeowners and residents in achieving this common purpose and observing these rules. This summary of rules and regulations is not intended to cover all situations or occurrences. In the case of any conflict between these rules and regulations and the Declaration of Covenants, Conditions and Restrictions, and By-Laws, the Declaration of Covenants, Conditions and Restrictions, and By-Laws shall rule.

Fire pits	Permanent Fire Pits are prohibited without written consent for installation and location from The Woods Homeowners Association Board. See pages 8 and 9 for instructions.
Landscaping	No trees or shrubbery may be removed from or added to the Common Areas without approval. No excessive removal or installation on any lot without written consent from The Woods Homeowners Association Board.
Trash	Trash containers may not be kept outside except on trash collection days and 6PM prior to the day of collection. Trash cans must be stored out of street view.
Vehicles	No recreational vehicles (campers, trailers, busses, RV) or business owned vehicles allowed stored in driveway for more than 48 hours. No auto maintenance may be performed unless in garage No inoperable vehicles allowed to remain in view.
Mailboxes	Mailbox must be clean, with no missing parts, and must not be faded. Review Mailbox Policy on page 13.
Structural Additions	Must be approved by the City of Mason and The Woods HOA prior to beginning project.
Driveway Expansions	Must be approved by the City of Mason and The Woods HOA prior to beginning project.
Home Appearance	Must be free of clutter and debris.
Landscaping	Landscape bed should be free of weeds. The turf must be maintained (i.e. free of trees/shrubbery, clover, crab grass, dandelions, etc.). Landscaping must be maintained and in good health. Dead/dying plants and landscape must be removed. Replanting in the front yard will need an application.

The Woods Violation Enforcement Policy

This policy is used as a guideline for The Woods Board to address violations in the community. This policy will not prevent the Board from seeking additional action(s) it deems necessary to correct a violation, including to but not limited to a civil lawsuit.

Actions taken to resolve a violation are:

1. **Violation Notice:** Homeowner will receive a letter via regular US mail providing two (2) options. #1 Correction of the violation within thirty (30) days, #2 Appeal the violation in writing within fifteen (15) days.
 - a. Actions following Option #1:
Homeowner should notify the Management Company upon correction of the violation. The homeowners account will be noted. The violation will remain open until the next inspection and should the inspector find the correction is acceptable per the Declaration, the violation will be closed. If the violation is not corrected per the specifications of the Declaration, additional action per the Fine Policy will be taken.
 - b. Actions following Option #2:
Should the board receive written notification of an appeal, a Special Meeting will be called within thirty (30) days of receipt of the Appeal to review with the homeowner. Further action will be determined at this Special Meeting.
2. **Fine Notice:** If no action has been taken by the homeowner within thirty (30) days of receiving the Violation Notice, the homeowner will be notified that a fine of \$50 has been assessed. The homeowner will be required to pay the fine and correct the violation within thirty (30) days of receiving the Fine Notice.
3. **Final Notice:** Should the homeowner fail to correct the violation after thirty (30) days of receiving the Fine Notice, the homeowner will be notified that the violation is now considered a recurring violation and an additional fine of \$100 will be assessed. The homeowner will be required to pay the fine and correct the violation within thirty (30) days of receiving the Final Notice or additional legal action will be taken.

Failure to pay any fine assessed within thirty (30) days will result in filing a lien against the property. Failure to pay the balance due to remove the lien within thirty (30) days will result in foreclosure action initiated.

Homeowner will be responsible for all expenses, including attorney fees and court costs, incurred in the correction of the violation.

Mailbox Policy

Dear Homeowners,

The Woods Homeowners Association is a community governed by rules and regulations to protect, maintain, and enhance property values while providing an enjoyable living experience for all residents that reside in The Woods Community.

Pursuant to Section 2.d, "All mailboxes shall be of the same design and constructed of the same type of material." All mailboxes in The Woods Association can be repaired or replaced by contacting Mail Boxes by Design, Inc.:

MAIL BOXES BY DESIGN, INC.

6257 State Route 132

Goshen, OH 45122

Phone: (513) 625-1409 Fax: (513) 625-1140

Mailboxes in The Woods community are standard **IMP 316K-6 Black**.

Pricing as of April 6, 2016 (subject to change): Full Mailbox Replacement - \$425.00

Price Per Part:

Imp #3 Post - \$165.00

IMP #2 Address Plate - \$25.00

Imperial #0 Mailbox - \$165.00

Newspaper Holder - \$45.00

2" Brass Numbers - \$3.10 each

Mailbox Door Hinge - \$20.00

Brass Ring for Door - \$8.00

Flag w/ Housing - \$16.00

Scroll Support - \$20.00

Roller Catch Assembly (Mailbox Door) - \$8.00

Service Call - \$50.00 (add to part if we provide a service)

Concrete Installation - \$100.00 (add to part if we install a new post or reset existing post)

Paint Mailbox & Post - \$95.00 (we do not paint the flag or address plate)

The paint we use for the post and mailbox is Rust-Oleum, Satin Black which can be purchased at The Home Depot.

All parts can be shipped and are available for customer pick up. Shipping and Ohio Sales Tax not included in pricing.

Sincerely,

The Woods Board of Directors