

Blackhawk Forest Homeowners Association

Assessment Collection and Covenant Enforcement Procedures

Assessment Effective Date

Assessments are due on the first day of the month in which the payment is due and is considered to be delinquent if postmarked after the tenth (10th) day of that month.

Assessment Collection

Purpose: To protect the interests of all homeowner members in the Association by assuring that the assessments of each property owner are paid promptly.

Collection Rules and Policies

The Board shall follow the notice and hearing procedures of O.R.C. 5312.11 (C) and (D).

(C) Prior to imposing a charge for damages or an enforcement assessment pursuant to this section, the board of directors shall give the owner a written notice that includes all of the following:

1. A description of the property damage or violation;
2. The amount of the proposed charge or assessment;
3. A statement that the owner has a right to a hearing before the board to contest the proposed charge or assessment;
4. A statement setting forth the procedures to request a hearing;
5. 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.

(D) Hearing Procedure

1. To request a hearing, the owner shall deliver a written notice to the board not later than the tenth 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 damages or an enforcement assessment pursuant to this section.
2. If an owner requests a hearing, at least seven 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.
3. The board shall not levy a charge or assessment before holding any hearing requested pursuant to this section.
4. Within thirty days following a hearing at which the board imposes a charge or assessment, the owners association shall deliver a written notice of the charge or assessment to the owner.
5. Any written notice that this section requires shall be delivered to the owner or any occupant of the dwelling unit by personal delivery, by certified mail, return receipt requested, or by regular mail.

The following actions will be taken when assessments are delinquent:

1. Late Charges: A late fee of \$25 shall be charged to the homeowner whose payment is not postmarked by the tenth (10th) of the month in which a payment is due. The late charge is to be paid along with the delinquent assessments. The account will continue to be considered delinquent until the full amount is paid.
2. A late notice will be sent via postal service to the owner, stating the amount due, including the late charge.
3. The Treasurer will report regularly to the Board of Trustees all homeowners whose assessments continue to be delinquent beyond the last day of the month.
4. Within thirty (30) days after the due date, a second late notice will be sent via postal service to the homeowner stating the amount due. All payments made by the homeowner will be applied in the order documented in the bylaws (*see below*). Late charges will continue to be assessed until the account is current.

Order of Crediting Payment. (O.R.C. 5312.11 B) The assessment payment amount received from a lot owner shall be credited by the Homeowners Association in the following order:

1. To interest owed to the Homeowners Association;
 2. To administration late fees or enforcement assessments owed to the Homeowners Association;
 3. To collection costs, attorney's fees, and paralegal fees the Homeowners Association incurred in collecting the assessment;
 4. To the oldest principal amounts the owner owes to the Homeowners Association for the common expenses chargeable against the property.
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5. At any time after an assessment remains unpaid for thirty (30) days or more days after the same has become due and payable, a certificate of lien for the unpaid balance of that assessment, including all future installments, interest, late fees and costs, including attorney and filing fees, and administrative fees may be filed with the Delaware County Recorder.
 6. If the Board of Trustees deems it necessary to file foreclosure action and/or institute other legal proceedings for any assessment of installment of an assessment that remains unpaid, the Board of Trustees shall follow guidelines as set forth in the Bylaws. All attorney and filing fees will be the responsibility of the homeowner.

Returned Checks (NSF):

In the event any check tendered in payment or partial payment of any obligation to the Association shall be dishonored by the payer institution (i.e. the bank or other institution upon which the check is drawn), the homeowner for which the tendered payment was made, shall be charged the sum of \$35.00 to assist

the Association in defraying the additional administrative cost of handling the dishonored instrument. All returned checks would be held until a replacement check has been cleared for payment.

Homeowner Responsibility: It is the responsibility of the homeowner to assure that the Board of Trustees is informed of any and all contact information for the homeowner of the property, including, but not limited to: telephone number of best contact, email address(es), realtor contacts, and renter details.

Enforcement Procedures

The enforcement of the Covenants and Bylaws other than with respect to the assessment collection procedure, shall be pursuant to the following, providing that nothing contained herein shall limit any remedy the Association or any member may have under law or pursuant to the provisions of those documents.

An allegation of an infraction of the Covenants and Bylaws received either verbally or in writing, shall be handled in the following manner:

Procedure

1. Policy and Procedure cannot replace courtesy and the need to communicate with neighbors and owners. Therefore, before filing a complaint, an attempt should be made to have a personal discussion with neighbors. Neighbors talking with each other in a non-threatening manner can achieve greater results. Our community spirit lies within each homeowner. Do not hesitate to communicate with the Association Board to avoid corrective procedures.
2. Complaints alleged against anyone violating the Covenant Restrictions are to be made in writing with the President or other Officer, in the President's absence, citing the name of the violator, location, date and time of the violation and the signature of the individual filing the complaint. Written corroboration of any complaint should be obtained from a third party or a neighboring owner and supplied to the officer. Completion of the Board's Complaint Form is recommended with accompanying photographs when available.
3. The homeowner will be mailed a USPS certified letter informing him/her of the alleged violation(s). The letter shall include a description of the violation, the amount of the proposed charge (enforcement assessment), the date by which the owner must cure the violation to avoid the charge, a statement that the owner has a right to a hearing to contest the proposed charge and a statement setting forth the procedure to request a hearing.
4. To request a hearing, the owner shall deliver written notice to the Board of Trustees postmarked no later than the tenth day after the postmark of the certified notice. If the owner fails to make a timely request for a hearing, the right to that hearing is waived and the board may immediately impose a charge for the violation.
5. If a homeowner requests a hearing, at least seven days prior to the hearing, the Board of Trustees shall provide the homeowner with written notice that includes the date, time and location of the hearing, either the next scheduled board meeting or a time agreeable to both parties.

6. No charge will be levied before the hearing.
7. Within thirty (30) days following a hearing at which a charge is imposed, the Association shall deliver a written notice of the charge or resolution to the homeowner.
8. If a violation is not remedied by the date set forth in the letter notifying the homeowner of the violation and no hearing has been requested, the homeowner will be charged an assessment of \$50.00. This charge is in addition to the regular semi-annual assessments.
9. Charges shall be levied as an "Enforcement Assessment" in accordance with the schedule shown below, and shall include any attorneys' fees/costs or administrative costs that may be incurred by the Association in bringing a member into compliance. Repeated violations or a pattern of noncompliance by the homeowner may accelerate the enforcement assessment schedule. In addition to any other action and in accordance with the previously defined procedure, actual damages and/or an assessment of up to \$250.00 per occurrence or, if the violation is of an ongoing nature, per day, may be levied by the Board upon a homeowner found to be in violation.

Assessment Schedule

First Violation	Notice
Second Violation	\$50.00
Third and Subsequent	\$100.00 each
Unauthorized Architectural Review and Modifications	\$250 or 25% of the cost of the modification, whichever is greater

10. Any attorney fees incurred by the Association as a result of the notification or dispute of the violation(s) may be billed to the homeowner in addition to the fine imposed for the violation(s). The Board, may, at its option and sole discretion, file an affidavit of lien against the property for all amounts not paid relating to the violation(s) and fine(s). The Board of Trustees reserves the right to proceed with further legal action as it sees necessary to bring the homeowner into compliance with established regulations.
11. If necessary, the Board of Trustees may elect to proceed with foreclosure action and/or an action to collect unpaid assessments, charges, costs, including legal fees, and interest.