

# *Oak Brooke Owner's Association*

Dear Oak Brooke Homeowner:

Congratulations on the purchase of your new home! Oberer Management Services would like to take this opportunity to welcome you and your family to the Oak Brooke Community. Please accept my sincerest apologies for not getting this welcome packet to you sooner. The title company never provided us with closing paperwork so I was following up today only to discover that you'd closed back in July!

Enclosed you will find a welcome packet that will help you become better acquainted with living in a homeowners association. Also included is a new homeowner information sheet for you to complete and return to me. Not only does it provide us with important contact information, it will add you to our "Quick Communications" list so you receive emails pertaining to Oak Brooke.

Your Homeowners Association Manager is Lori Mateikat. She can be reached at (937) 531-5544 or [lmateikat@oberer.com](mailto:lmateikat@oberer.com). In the event of an emergency on common grounds after business hours, please call our offices at (937) 278-0851.

Again, congratulations on your new home and feel free to contact us should you have any questions or concerns.

For the Board of Directors,

Tina Paddon  
Division Administrative Assistant  
Oberer Management Services  
(937) 531-5522  
[tpaddon@oberer.com](mailto:tpaddon@oberer.com)

Enclosures



**Oberer Management Services**  
*Association Management Division*  
*Email Consent Form*  
**Oak Brooke Owner's Association**

## Homeowner Information

### Personal Information

Name: \_\_\_\_\_

Spouse's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City

State

ZIP Code

Phone: \_\_\_\_\_ Spouse's Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Spouse's Email: \_\_\_\_\_

### Acknowledgement of Communication Procedures

By completing and returning this e-mail consent form, you give authorization to Oberer Management Services to e-mail documents and information pertaining to Oak Brooke Owner's Association.

Oberer Management Services will not sell, trade, or distribute this information and will adhere to the CAN-SPAM Compliance Act of 2003.

**I would like to Opt-in to Oberer Management Services "Quick Communications" and receive electronic communications pertaining to homeowner association needs only.**

**PROPERTY MANAGEMENT • ASSET MANAGEMENT • CONSTRUCTION MANAGEMENT  
ASSOCIATION MANAGEMENT • FACILITY MANAGEMENT**

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# OAK BROOKE

## Association Handbook

Revised: 2/2019

*DISCLAIMER AND REFERRAL TO DOCUMENTS: This handbook is designed to familiarize owners briefly with the homeowners association, management, policies and procedures. A more comprehensive reference to any item concerning the association can be found in the Declaration, Articles of Incorporation, and By-Laws issued to all owners at the time they take title to their home.*

*In the case of any conflict between this handbook and the documents, the Declaration, Articles of Incorporation and By-Laws shall control*

## **WHAT IS A HOMEOWNERS ASSOCIATION?**

When developers first started building Homeowners Associations, everyone agreed that having property shared by all owners was a good idea. But one question remained, "who is going to take care of it?"

Local government was not responsible because the land was privately owned. The developer would eventually sell all the homes and go on to build another project so they would not want to be responsible. That left the residents. Since they owned shared property, they should have the responsibility for its maintenance. Thus, the concept of an association was created.

Homeowners associations are incorporated, non-profit organizations that operate under a recorded land agreement. Each buyer of a home within the development automatically becomes a member of the HOA which allows them to have a voice and vote in association affairs at annual or special meetings of the membership. Each land owner is subject to a proportionate share of expenses to maintain the common property and support other necessary activities of the organization.

The major responsibility of the association is to protect your investment and enhance the value of the property owned by the members. This is done by providing for the physical maintenance and operation of the shared property.

The association has other responsibilities too, such as, enforcing the regulations and architectural controls, financial reporting, and setting up an effective communications system among members.

To assure the homeowners have a well-run organization, a professional management firm has been retained as an integral part of the operation of the association. Professional management will ensure that the association functions as a viable business organization, protecting the homeowners' valuable investment. The management staff will coordinate and supervise the maintenance, financial, and architectural facets of the association.

## **THE HOMEOWNERS ASSOCIATION IS A BUSINESS**

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

## **ASSOCIATION LEGAL DOCUMENTS**

When the developer plans his project, he develops a set of legal documents, which establishes the community association, governs its operation, and provides rules for use of all properties in the community. The legal documents consist of Articles of Incorporation, By-Laws/Code of Regulations, and Declaration of Covenants.

### **ARTICLES OF INCORPORATION**

The Articles of Incorporation create the association as a legal entity under state corporate statute.

### **BY-LAWS/CODE OF REGULATIONS**

The By-Laws/Code of Regulations implements, in specific detail, the provisions of the Articles of Incorporation regarding the association operations, which include delineation of the meetings process, elections procedures, powers and duties, Trustee's meetings, committees, insurance requirements, rulemaking, and enforcement process.

## **DECLARATION OF COVENANTS**

The Declaration of Covenants provides:

- Automatic association membership of all owners and the basis for voting rights
- The obligation of each owner to share in funding the cost of association operations
- Certain restrictions (architectural control and other rules) on the use of the property and the association's enforcement power
- The power and authority of the association to own and maintain any common property and/or easements, and to make and enforce rules

## **PURPOSE OF THE BOARD OF TRUSTEES**

The Board of Trustees is a body of elected or appointed members who jointly set forth to oversee the activities, administer policies and procedures, and make managerial decisions affecting the operation and maintenance of the association and all commonly-held property of the community. The members of the Board of Trustees are recognized by the State of Ohio as officers of the Corporation and have the authority to enter into contractual obligations, carry out and enforce all provisions of the Declaration, Articles of Incorporation, and By-Laws, and may assign such responsibilities as deemed appropriate to the Managing Agent.

Typical responsibilities of the Board of Trustees include:

- Establishing and enforcing the policies and regulations that govern the Association
- Approving the operating budget and all expenditures made by the Association
- Setting the amount of the lot assessments (Association dues)
- Enforcing architectural control
- Maintaining the common areas and structures located on common property
- Keeping a complete record of corporate affairs and report to homeowners
- Attending Board meetings and the Annual Meeting
- Supervising and prescribing the duties of the Managing Agent

The Board of Trustees will hire consultants and professionals to assist them in meeting the needs of the community in a professional and efficient manner in the following areas:

- Association Management
- Grounds/Landscaping/Snow Removal
- Trash Removal (if applicable)
- Finance
- Insurance
- Maintenance
- Legal

Homeowners will elect the Board of Trustees. Those Trustees will then elect officer positions (President, Vice President/Treasurer, and Secretary).

## **DUTIES OF OFFICERS**

### **PRESIDENT**

The President shall be the Chief Executive Officer of the association. He/she shall preside at meetings of the members of the association and all meetings of the Board of Trustees. Subject to the direction of the Board of Trustees, the President shall have general executive supervision over the business and affairs of the association. He/she may execute all authorized deeds, contracts and other obligations of the association and shall have such other authority and shall perform such other duties as may be determined by the Board of Trustees or otherwise provided for in the Declaration or By-Laws.

### **VICE PRESIDENT/TREASURER**

Many times these positions may be combined depending on the number of Board members. The Vice President shall perform the duties of the President in the President's absence. The Treasurer shall receive and have charge of all money, bills, notes, and similar property belonging to the association, and shall do with the same as may be directed by the Board of Trustees. He/she shall keep accurate financial accounts and hold the same open for the inspection and examination by the Trustee's and shall have the authority and shall perform such other duties as may be determined by the Board of Trustees.

### **SECRETARY**

The Secretary shall keep the minutes of all meetings of the Board of Trustees. He/she shall keep such books and records as may be required by the Board of Trustees and shall give notices of meetings to members of the association and of the Board of Trustees as required by law, or by the By-Laws or otherwise, and shall perform such other duties as may be determined by the Board of Trustees.

### **MANAGING AGENT**

The Managing Agent has the responsibility of the day-to-day management and operation of the community and its facilities including assisting homeowners with problems or questions and carrying out the policies and decisions of the Board of Trustees. They are hired by the Board of Trustees to advise, assist, and implement the decisions made by the Board. The following items are included in the contract for management:

- Collection and billing of homeowner assessments
- Payment of operating expenses and maintaining the official books and records of the association
- Accounting and financial reporting
- Handling homeowner requests
- Printing and distribution of any notices, announcements, and violations
- Management of common grounds throughout the community, including overseeing contractors hired to maintain those areas
- Assisting in compliance of the provisions of documents and regulations
- Assisting the Board with budget planning, meetings, minutes, and elections

Please distinguish between the Managing Agent and the members of the Board of Trustees. Your Trustees establish policies and make decisions. The Managing Agent then implements those decisions. Your Managing Agent meets with the Board of Trustees on a regular basis, at which time the affairs of the association are fully reviewed.

### **ANNUAL ASSESSMENT**

Payment of dues is essential to the success of the association. Your association provides a payment coupon/statement which indicates the amount and due date. Reminders and late notices are sent to homeowners who do not pay in a timely manner. If, after all steps have been taken to collect delinquent dues, the account is still in arrears, liens will be filed and foreclosure actions will be taken.

## **SPECIAL ASSESSMENTS**

Occasionally, a community may have special needs for maintenance, repairs, or projects which were unforeseeable during the budgeting process. If this occurs, and if there are insufficient contingency funds in the operating budget or reserve fund to cover the unexpected expenses, the Trustees have the authority to approve special assessments in addition to homeowners' yearly fees. Great care is given to avoid special assessments by carefully planning the community's budget and reserve funding requirements. In the unlikely event that a special assessment becomes necessary, homeowners will be fully informed.

## **RESERVES**

The Reserve Account is the association's way of setting aside money for future repairs and replacements. Each year, a certain portion of your association fee is set aside in a special interest-bearing account to plan for the replacement and repair of items in the common areas. This helps to protect and preserve property values. This expense is included in the overall budget for the association.

Your ability to sell your home can be influenced by the adequacy or inadequacy of reserves set aside by the association. Primary lenders consider reserves for future needs a key part of a good financial policy and can consequently be more receptive to lending money in communities with an established reserve account policy. Reserves do, therefore, directly affect the resale value in associations.

## **INSURANCE COVERAGE**

The homeowner should have an individual homeowner insurance policy. The association carries insurance coverage on the common areas.

## **PETS**

Please be courteous to your neighbors when considering pets. Pets are permitted, provided they are not kept for commercial purposes. Please keep in mind:

- All owners are responsible for cleaning up after their pets
- No animal may be a nuisance by barking, howling, or making loud noises so as to disturb your neighbors' peaceful enjoyment of their home
- Pets must be under leash control at all times when not on the homeowner's property

## **ACTION/REQUEST PROCEDURES**

Occasions may arise when homeowners have a specific concern they wish to bring to the Board of Trustees' attention. If the issue is a violation of association rules and regulations, written documentation addressed to the Trustees regarding the nature of the violation is necessary to ensure proper action is taken.

Homeowners are encouraged to resolve issues with their neighbors; however, if no resolution can be reached between the parties involved, submit your complaint in writing, the steps you have taken, and your suggested solution for the problem. You may mail, e-mail, or fax your request to your managing agent. Upon Board approval, the managing agent will contact the homeowner involved and follow up based on the association's fine and enforcement policy.

## **SALE OR RENTAL OF YOUR HOME**

When you decide to sell or rent your home either by owner or through a Realtor, you need to transfer not only your property, but also the responsibilities of membership in the association. You can handle this within the purchase agreement of your home.

If you sell, your buyer will become a member of the association and be subject to the Covenants and By-Laws as you were when you purchased your home.

If you lease or rent your home, your tenant must be familiar with the Covenants and By-Laws of the association. It is extremely important that your tenant has a copy of the Declaration and knows the expectations of the community standards. In the event of a violation, the owner, not the tenant, is held responsible for the tenant's behavior.

## **ARCHITECTURAL CONTROL GUIDELINES (IMPROVEMENT APPLICATIONS)**

The association has been charged with the responsibility of maintaining the aesthetic and architectural character of your community.

Owners desiring to make any exterior change, improvement, or addition (including change of color) must obtain approval for the change or improvement from the association through its Board of Trustees. All applications will be considered on an individual basis and all reasons presented for the improvements will be weighed and evaluated based on the following considerations:

- The harmony of external design and location in relating to surrounding buildings in the community
- Adherence to Guidelines and Use Restrictions established in the Declaration of Covenants, By-laws, etc.

The procedures for this are as follows:

- Submit to the managing agent, a completed Improvement Application (included in this packet) with a description of the improvement and include drawings, photographs or catalog picture specifications as necessary. Attach a plot plan indicating where the improvement or modification will be located on the lot.
- The Board of Trustees and/or designated committee will review the application and approve, disapprove, or recommend additional or alternative improvement modifications. The owner will receive notice of the decision within the time period allowed in the Declaration.

Any change, modification or improvement made by an owner is the responsibility of the owner for maintenance, repair and/or replacement.

Unauthorized changes, modifications, or improvements must be removed or restored to original condition at the discretion of the association and will be at the expense of the owner.

The purpose of Architectural Control approval is not to discourage improvement, but to control the nature of improvements to enhance the value and conform to the overall aesthetic appearance of the association. This control should be looked upon as a protection of your investment. The Board of Trustees and the association members are in favor of improvements and encourage owners to personalize their homes within the limitations of the Declaration of Covenants, Conditions and Deed Restrictions, and By-laws.



**Oak Brooke Owner's Association, Inc.**  
**Fine and Enforcement Schedule**  
(Effective 10-1-19)

Management will send a violation notice regarding the nature of the infraction and will request that it be resolved within 7 days. If the homeowner needs additional time, a request to the management company should be sent in writing for Board consideration.

If the infraction has not been corrected after the initial 7 days, management sends a second violation notice. This notice will demand remedy within 7 days and will advise that the next step for the HOA will be a fine.

An initial fine of \$50.00 is levied against the owner's account. The fine will increase by \$100.00 every 7 days until resolved.

Fines not paid within 30 days of initial assessment may be subject to late fees as well as charges to collect legal, filing, or administrative fees related to the infraction. If the infraction remains and/or the fine(s) remain unpaid after thirty days, the Board may file a lien against the property. The Board also reserves the right to seek a court injunction for removal of the violation and/or to proceed with foreclosure.

# IMPROVEMENT APPLICATION

Community: Oak Brooke

Section: \_\_\_\_\_

For any construction, modification or addition to the exterior of your home, an improvement application must be submitted to the Board of Trustees for approval. The object of requiring these applications is to ensure your improvement conforms to the Association's Declaration, enhances the beauty of your community, maintains the architectural harmony of your community and, in no way, inconveniences other owners.

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Lot # \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Nature of Requested Improvement: \_\_\_\_\_

Location of Improvement: \_\_\_\_\_

Color: \_\_\_\_\_

Dimensions: \_\_\_\_\_

Construction Material: \_\_\_\_\_

Contractor: \_\_\_\_\_

Supplies: \_\_\_\_\_

Approximate Cost: \_\_\_\_\_

**The following MUST be submitted along with this application:**

- **Plot Plan of the lot (showing the location of the home and proposed placement of improvement)**
- **Scale drawing of ALL improvements showing the EXACT location and dimension of improvement**
- **Photograph or detailed sketch of improvement**

I understand the rules concerning the proposed improvement and that the Design Review Committee has 30 days to respond to this application. This improvement in no way encroaches on a neighbors' limited common area or common ground. I agree to abide by the rules established by the Association and will be solely liable for any upkeep required by the construction of this improvement. I further agree to obtain all licenses and/or building permits and meet all legal requirements for building codes.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR ASSOCIATION USE ONLY:**

Date application received: \_\_\_\_\_ Received by: \_\_\_\_\_

Approved: \_\_\_\_\_ No: \_\_\_\_\_ Date of owner notification: \_\_\_\_\_

Signature of committee/Board member: \_\_\_\_\_

Special details or provisions for approval: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_