

# Sage Creek Homeowner's Association

To: Sage Creek HOA Homeowners  
From: Sage Creek HOA Board of Trustees  
Subject: Resolution On Enforcement of the Covenants and Restrictions  
Date: August 15, 2024

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Dear Homeowners,

The Board of Trustees voted to pass a Resolution on the rule to enforce the covenants and restrictions governing Sage Creek to protect and enhance the beauty and the property values of our community. All property owners are bound by this rule and the covenants and restrictions for Sage Creek.

This resolution goes into effect October 15, 2024.

## **LIEN AND FINE POLICY**

Pursuant to the Sage Creek Homeowners' Association, Inc., Code of Regulations, Article III, Sections 4(k) and (l) and Section 5(i) and Ohio Revised Code Sections 5312.06(D) and 5312.11(A), (C) and (D), the Sage Creek Homeowner's Association, Inc. ("Association") hereby resolves to adopt the following Lien and Fine Policy, applicable to all Lots which fail to comply with the maintenance or corrective actions requested by the Association.

### **NOTIFICATION OF VIOLATION**

1. Written notice will be sent via ordinary U.S. mail to the Lot Owner ("Owner") clearly stating the violation and any corrective action that is requested of the Owner.

The notice will state a definite period of time of no less than ten (10) days from the date of the letter, in which corrective action is to be taken by the Owner.

2. If there is no response or action taken prior to the date stated in the first written notice as stated in Step One, a second written notice will be sent to the Owner via ordinary U.S. mail.

The second notice will clearly state the violation and corrective action that is requested of the Owner. Owner will be allowed a minimum of ten (10) days from the date of the letter to take corrective action. The second notice will contain a notification of the amount of the potential fine.

If corrective action cannot be completed within the time set forth in the second notice, Owner must contact the HOA Board at [Sage\\_Creek\\_Homeowners@yahoo.com](mailto:Sage_Creek_Homeowners@yahoo.com) with a new reasonable completion date, which will be approved at the sole discretion of the HOA President.

### **OPPORTUNITY FOR HEARING**

Prior to imposing a fine, charge or assessment upon Owner for damages or an enforcement fine, charge or assessment pursuant to this policy, the board 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 fine, charge or assessment;

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- (3) A statement that the Owner has a right to a hearing before the board to contest the property damage/violation or proposed fine, charge or assessment;
- (4) A reasonable date by which the Owner must cure a continuing violation to avoid the proposed fine, charge or assessment, if such an opportunity to cure is applicable.
- (5) To request a hearing, the Owner shall deliver a written notice to the Board President (via email to [Sage\\_Creek\\_Homeowners@Yahoo.com](mailto:Sage_Creek_Homeowners@Yahoo.com)) not later than the tenth (10<sup>th</sup>) day after receiving the second written notice. If the Owner fails to make a timely request for a hearing, the right to that hearing is waived.
- (6) 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.
- (7) The board shall not levy a fine, charge or assessment before holding any hearing requested pursuant to this policy.
- (8) Within thirty days following a hearing at which the board imposes a fine, charge or assessment, the Association shall deliver a written notice of the fine, charge or assessment to the Owner.
- (9) Any written notice that this section requires shall be delivered to the Owner or any occupant of the dwelling unit by personal delivery, certified mail, return receipt requested or regular mail.

### **REMEDIAL ACTION**

Upon lack of remedial action by the Owner and the earlier of, either (1) no timely request for a hearing within the period of time provided in this policy ("No Request for Hearing") or (2) a written decision by the board imposing a fine, charge or an assessment ("Written Decision"), the Association may take one or more of the following actions:

**Fine Issued:** A fine will be assessed to the Lot at \$100.00 per month, per violation, until the Owner takes corrective action and the Owner contacts the Association in writing to provide proof of correction/compliance. The fine will increase to \$250 per month if the violation remains unresolved for two months from the earlier of either (1) No Request for Hearing or (2) Written Decision. It is the Owner's responsibility to notify the Association of correction/compliance before fines cease.

**Corrective Action Taken by Association:** The Association will remedy the violation and the cost of said remedy will be assessed to the Lot.

Such fines and costs shall be immediately due and payable from the Owner to the Association, along with interest at the rate of 12% per annum and the Association shall be entitled to a valid lien as security for the payment for such costs incurred effective from the date of recording with the Delaware County recorder as stated in the General Warranty Deed, Exhibit B, Section 3.

Notice of all fines, charges, or assessments, shall be sent to Owner subject to assessment at least 30 days prior to their due date. Any fine, charge or Assessment that is not paid within 30 days of its due date shall be delinquent and the Association may use any or all of the remedies available, including but not limited to the filing of a lien and/or the filing of a civil lawsuit to collect the fine, charge or assessment.

A lien may be filed with the Delaware County Recorder's Office to be noticed upon sale of Owner's property. Corrective action must be taken and approved by the Association prior to the sale of the property. Otherwise, the lien transfers with the property to the buyer(s). All expenses and attorney fees will be at Owner's expense.