

# SUBDIVISION NEWSLETTER 2014

Rolling Oaks Homeowners Association

February 2014

## GOALS AND ACCOMPLISHMENTS



Entrance renovation complete in 2011

In 2013, a few small accomplishments were made throughout the neighborhood.

A quote was obtained last year for the re-finishing and re-sealing of the rails in the park and in common areas and the work has been completed. All fencing around common areas, especially around the city park are re-finished, safer and much more visually appealing.

Additional annual flowers were added in each main entryway landscape bed last

year. We can expect to see more flowers in the annual landscape contract. Holiday lights and decorations at each entryway bed were also added and continue to be part of the work done at each entryway.

After a long effort from neighbors and the City of Howell, speed limit signs were approved by City Council and posted at various locations in the neighborhood.

The speed limit is 25 MPH. Progress was also made on working with the City to complete the sidewalk connection from Byron Road. The City anticipates this connection will be completed in 2014.

Finally, please be respectful of your fellow neighbors and keep trash and recycling receptacles concealed and close to your house/garage or placed in a more courteous location during the week.

For more information, visit the website anytime. It has great information including by-laws and advertised services your neighbors can provide including the annual financial statement for 2013.

## Annual Neighborhood Gathering

The annual meeting is planned for April 5th at 10:00 am at Grace Lutheran Church located at 312 Prospect, Howell.

This is a great opportunity to meet new neighbors and re-connect with old

ones. A continental breakfast and babysitting services will be provided, so please consider joining us!

The Board will invite a representative from HPD to answer any questions as

well.

If you cannot attend the meeting but would like to reach out to someone from the board, please visit our subs website [www.rollingoakssub.com](http://www.rollingoakssub.com)

### Board of Directors:

**Bob Slobin**  
President/  
Treasurer

**Sean Fournier,**  
Vice President

**Gerry Wills,**  
Secretary

**Marcia Gebarowski**  
Board Member

**Helen Barton**  
Board Member

### GARAGE SALE

The annual subdivision garage sale will be June 14th from 9AM to 4PM.

There is no cost to participate!

### ANNUAL DUES

A statement is included with this newsletter. The dues will remain the same at \$75 per house. Payment is due upon receipt of your statement.

## NOTICE OF BY-LAW ENFORCEMENT

The responsibility of the Homeowners Association is to enforce the by-laws created for our subdivision. Violations of the by-laws are noticed frequently throughout the neighborhood and the Board has requested our attorney to draft up a formalized process in which the by-laws can be enforced through proper notice of violations and subsequent fines when necessary. The Board has met to review this proposed structure at a recent meeting and approved the language seen below. A full copy of the by-laws can be found on the website.

### ASSESSMENT OF FINES

Section 1. General. The violation by any Homeowner, occupant or guest of any of the provisions of the Restrictions including any duly adopted rules and regulations shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors of monetary fines against the involved Homeowner. Such Homeowner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guest, tenants or any other person admitted through such Homeowner to the Homeowner's or Associations premises.

Section 2. Procedures. Upon any such violation being identified by the Board, the following procedures will be followed:

Notice. Notice of the violation, including the Restriction or Agreement provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Homeowner on notice as to the violation, shall be sent by first class mail, postage prepaid or personally delivered to the representative of said Homeowner at the Homeowners property address in the Subdivision (or such other address that the Homeowner advises the Association of in writing for receipt of notices).

(B) Opportunity to Cure. The offending Homeowner shall have two (2) weeks from the date the notice is sent to cure the violation, without imposition of a penalty. Notwithstanding the foregoing, there shall be no cure period for a violation within six (6) months of a previous notice for violation of the same Section of the Restrictions or Agreement (i.e. Section 14 store a boat, remove it and store a boat, trailer, camper, or other prohibited vehicle again etc...)

(C) Opportunity to Defend. The offending Homeowner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting, but in no event shall the Homeowner be required to appear less than 10 days from the date of the notice.

(D) Default. Failure to respond to the notice of violation constitutes a default.

(E) Hearing and Decision. Upon appearance by the Homeowner before the Board and presentation of evidence of defense, or, in the event of the Homeowner's default, the Board shall by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

Section 3. Amounts. Upon violation of any of the provisions of the Restrictions and/or Agreement and after default of the offending Homeowner or upon the decision of the Board as recited above, the following fines, plus any repair or out-of-pocket expenses or fees incurred may be levied:

A fine of \$25.00 per day (accruing from the date of the notice) may be imposed for violations which are not cured within the applicable cure period, if any.

Section 4. Collection. The fines levied pursuant to Section 3 above shall be assessed against the Homeowner and shall be due and payable either by separate invoice or together with the next periodic assessment. Failure to pay the fine will subject the Homeowner to all liabilities set forth in Section 10 of the Agreement, including, without limitation, interest, costs and attorney fees, and may be secured by a lien on the Homeowners lot.

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**We're on the Web!**  
**[www.rollingoakssub.com](http://www.rollingoakssub.com)**

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