

Ashley Oaks Newsletter



Website: www.ashleyoakshoa.org

October, 2016

Board of Trustees:

President: Nick Stepanovich
Secretary/Treasurer: Larry Munshower
Trustee: Ron Dillon

Vice President: Joe Reed
Trustee: Tony Famiano

2017 Annual Meeting:

The date for the 2017 Annual Membership Meeting has been set for Tuesday, January 3, 2017 at 7:00 PM at the Strongsville Library. Please mark your calendars and plan to attend the meeting. Two new Board members will be elected at that meeting.

Nominations for election to the Board are needed. Please consider placing yourself or one of your neighbors who agrees to run in nomination. The term is for two years and responsibilities consist primarily of attending four meetings per year, usually lasting less than one hour. The Association maintains common grounds including the playground, detention basins and entrance ways. Nomination information is attached to this newsletter. Please review it and send in a nomination so all Board positions can be filled.

Annual Meeting Proxies:

The Association's Documents require that an Annual Meeting must be held and that at least 50% of the membership appear at the Annual Meeting either in person or by proxy for the meeting to be valid. If the 50% quorum is not met, the meeting must be adjourned and rescheduled; Association business cannot be conducted unless a quorum is achieved. A proxy form is attached. Please sign and send in this form in the enclosed return envelope whether you plan to attend the meeting or not. If you do attend the meeting in person, you may waive the proxy at the meeting and do all voting in person.

Landscaping:

Pin Oak trees on several tree lawns have been identified as dead or dying by the city Arborist, who identified the cause of the problem to be the highly acidic soil and salt spray in the winters. Other Oak varieties are better suited for the conditions. The Arborist has marked several trees for removal, stump grinding and grass replacement. If a resident wishes to have the tree replaced, he must pay the city \$100.00.

The Association's cluster mail boxes have been cleaned and painted due to damage caused by
(OVER)

residents' posting signs and notices on them. Please note that defacing the mailboxes is prohibited by Postal Regulations. The Association's Documents also prohibit damaging and defacing common property, and provide for fines and charge back of repair costs to violators.

DO NOT POST SIGNS ON THE MAILBOXES. The Association will fine any resident who posts anything whatsoever on a mailbox.

Declarations Amendment:

Two informational meetings were held to discuss an amendment to the Declarations that will require owner occupancy of all Ashley Oaks homes. That amendment is scheduled to be voted upon at the 2017 Annual Meeting.

Most questions related to occupancy by family members and ownership of properties by family trusts. The Amendment allows for occupancy by the owner, and / or the owner's parents, children and siblings. If the property is held in a trust, the owner of the trust is considered to be the owner of the property.

It was noted that there are no known properties in Ashley Oaks that are not in compliance with the Amendment, and that the primary purpose of the Amendment is to ensure the residential nature of the development by precluding rental properties.

A copy of the Amendment is attached to this Newsletter as is a proxy ballot that residents may use to vote in advance of the Annual Meeting if they are unable to attend.

Please note that a 75% affirmative vote is required for passage, and that votes must be recorded. If you have any questions, please contact one of the trustees.

Member Suggestions and 2015 Initiatives Status:

Please note that this will be the last report on these topics as a whole.

Improved Communications: Please remember to inform the Association of changes to your email address or phone number.

Audit of the Books: Audit was completed for 2015 operations and is planned for 2016 results.

More Enforcement: Post lamp functioning continues to be an issue. Please monitor your post lamps and keep them in working order and on during the night. Your cooperation helps improve the security of the development. Many residents are complaining about the state of repair and maintenance of several properties. Please keep in mind that you are required to keep your landscaping and buildings in reasonable repair. Your attention to this matter will preclude the Associations having to initiate action.

Additional Membership Meetings: The Board has received no lists of general interests to prompt scheduling an information-only meeting

All members are invited to send in topics at any time for discussion at a mid-year meeting. Please send them to the Association at Ashley Oaks HOA, P.O. Box 360293, Strongsville, OH 44136.

Association Trustee Nomination

Three association trustees' terms expire in 2016. There is an immediate need for three residents to volunteer their time for the next two year term. If you are interested in getting involved in the actions and directions of your community, please submit your name for inclusion on the ballot

Nominations should be submitted before November 15, 2016 so ballots can be distributed. If fewer than three nominations are received by November 15, 2016, nominations will be held open until the Annual Meeting.

To submit your name for consideration, please contact any current member of the board, send this form to Ashley Oaks HOA, P.O. Box 360293, Strongsville, OH 44136, or send a note via the Association's web site: www.ashleyoakshoa.org.

NOMINATION FOR TRUSTEE*

I nominate _____

for election as a trustee to the Ashley Oaks Board of Trustees.

Signed _____

Date _____

*Please contact your nominee to verify that he or she will accept the position if elected.

You may nominate yourself.

**Ashley Oaks Homeowners' Association
P.O. Box 360293
Strongsville, OH 44136**

2017 ANNUAL MEETING PROXY

The Declarations require 50% of the members be present at the Annual Meeting in person or by proxy. If you will not be able to attend or are unsure of your ability to attend the Meeting, please sign the proxy below and return to either existing board member or mail to the PO Box above:

I hereby appoint _____ (if not designated, such person to be designated by the Board) with power of substitution for me and in my name, place and stead, to vote as my proxy at Annual Meetings from 2017 through 2021 or until I revoke this Proxy in writing, or unless I attend such Annual Meeting, according to the number of votes I am entitled to cast if I were personally present. I hereby expressly authorize my proxy to use his/her best judgment in exercising my vote to the full extent and with all powers which I would possess if personally present, without restriction. I also revoke all Annual Meeting Proxies I have heretofore executed.

I certify that I/we are record owner(s) of a fee or undivided fee interest in the noted address. (If co-owned, both owners should sign. If only one signs, he/she states that he/she represents the entire vote of the Living Unit.)

Signature of Owner(s)

Date

Print Owner Name

Address

**Please return to the above address or to one of the
current board members before the Annual Meeting on
January 3, 2017**

LOT OWNERS _____

ADDRESS _____

**ASHLEY OAKS HOMEOWNERS ASSOCIATION, INC.
CONSENT TO AMEND AND RESTATE THE DECLARATION
AND TO RESTATE THE BY-LAWS
DIRECTED PROXY BALLOT**

The undersigned, owner(s) of the Ashley Oaks Lot listed above, hereby consent(s) and agree(s) that the Declaration of Covenants and Restrictions for Ashley Oaks Subdivision, be amended and restated as follows:

See Attached proposed Amended and Restated Declaration and Restated By-laws.

Any conflict between this document and any prior version of the Declaration shall be interpreted in favor of this document. Upon the recording of this document, only Owners of record at the time of such filing shall have standing to contest the validity of the document, whether of procedural, substantive or any other grounds, provided further that any such challenge shall be brought within one year of the recording of the Amended and Restated Declaration.

The undersigned further grant a power of attorney to the officers of Ashley Oaks Homeowners Association, Inc. to execute the necessary documents to be filed with the Cuyahoga County Fiscal Officer evidencing the consent granted herein.

The undersigned, Owner(s) of the Ashley Oaks Homeowners Association Lot listed above, hereby appoint(s)

_____ or, in the event that no individual is named herein, the Board of Directors of Ashley Oaks Homeowners Association, Inc., as my (our) true and lawful Proxy, with the full power of substitution in the event that he/she is unable or declines to serve as my Proxy, to present this Proxy for quorum purposes as well as for the purpose of exercising the entire vote of the undersigned on the amendments presented to the members in the Notice of Annual Meeting as indicated below, at the meeting of the members to be held for the purpose of voting on said amendments on January 3, 2017, at 7:00 p.m. (or any adjournments thereof), and at any other meeting of the members duly held and called for the purpose of voting on said amendments.

This Proxy shall be removable by delivering written notice to the Board of Directors before the annual meeting is called to order, or by my presence at the annual meeting.

I HEREBY CONSENT AND AGREE TO THE ATTACHED DOCUMENT.

Owner Signature

Date _____

Owner Signature (If co-owned, both owners should sign. If only one signs, he/she states that he/she represents the entire vote of the unit.)

Date _____

I HEREBY REJECT THE ATTACHED DOCUMENT.

Owner Signature

Date _____

Owner Signature (If co-owned, both owners should sign. If only one signs, he/she states that he/she represents the entire vote of the unit.)

Date _____

**ASHLEY OAKS HOMEOWNERS ASSOCIATION, INC.
CONSENT TO AMEND THE DECLARATION**

ADD language as Article VI, Section 19 of the Declaration as follows:

No Living Unit shall be leased to others by an Owner for business, speculative, investment, or other similar purpose. The intent of this restriction is to create a community of resident Owners. This restriction on leasing shall not apply to Living Units that are occupied by the parent(s), child(ren), or siblings of the Owner(s). All Owners with an executed lease at the time of this Amendment are permitted to let the lease run until the current lease term expires, provided a copy of said lease is furnished to the Association within thirty (30) days of this Amendment. Upon expiration of the current lease term, no subsequent lease or renewals of a lease shall be permitted unless the requirements to request a hardship as set out in this provision are met. It shall be deemed a violation of this provision if an Owner fails to provide a copy of the current lease as set forth above.

To meet special situations, and to avoid undue hardship or practical difficulties, the Board will grant an automatic, one-time exception to this restriction on leasing to the Owner. This exception shall be automatically granted upon written application to the Board for the hardship exception. Upon receiving written approval from the Board, the Owner may lease the Living Unit to a specified renter for a period of no less than six (6) months and no more than twenty-four (24) consecutive months provided it is the same tenant for the entire lease term. This hardship shall not be extended, nor can it be transferred or sub-let to another lessee. At the conclusion of the lease term or upon the lessee vacating the property prior to the end of the lease term, the Living Unit shall be Owner occupied. An executed copy of the written lease and a list of all persons in residence in the Living Unit shall be provided to the Board prior to the start of the lease term. Any such lease must contain a provision that requires the tenant and all occupants to abide by the Declaration, the Code of Regulations, and the Rules and Regulations of the Association. The Owner shall continue to be liable for the obligations of ownership of the Living Unit and shall be responsible for the conduct of the lessee.

The Board shall have the right to dispossess or otherwise act for the Owner in case of default under the lease for violation of the Declaration, Bylaws, or the Rules and Regulations, including violation of this section. The Association may initiate eviction proceedings to evict any tenant, for any violation of the Declaration, Code of Regulations, Rules, or applicable laws, by the tenant, any occupant of the Living Unit, or the Owner. The action shall be brought by the Association, as the Owner's agent, in the name of the Owner(s). The Association shall give the Owner(s) at least ten (10) days written notice of the intended eviction action. The costs of the eviction action, including attorney fees, paralegal fees, court costs, and other expenses incurred by the Association for the eviction action, shall be charged to the Owner(s) and shall be the subject of a special assessment against the offending Owner(s) and made a lien against that Living Unit.

In no event shall a Living Unit be leased under this section for transient or hotel purposes, which is defined to mean: (i) rental for any period less than six (6) full months, or (ii) any rental if the occupants of the Living Unit are provided in connection with the rental, customary hotel services such as room service for food and beverage, maid service, furnishing of laundry or linen service, or bell-boy services.

Any corporate or fiduciary entity owning any Living Unit must file a certificate with the Association designating the individual who will have the ability to vote on behalf of the entity owner; occupy the Living Unit; and is personally responsible for unpaid assessments. Designated individuals must have at least a majority ownership in the corporate entity or control of the fiduciary entity as either a trustee or beneficiary. Names of the designated individuals, home and work addresses, home, work and mobile telephone numbers, and emergency contact information must be included. Any time the above information changes, the Association must be notified within three (3) days of the change.

**The full restated Documents can be viewed at the Association's web site:
www.ashleyoakshoa.org**