

DUES

The dues for the Association are paid on a monthly basis. Checks or money orders are to be used. All dues are payable on the 1st of each month. If payments are not received in the management office by the 10th, a \$10 late fee plus interest will be assessed. All fees are made payable to French Creek Townhome Association, and sent to the Management Company.

If fees are delinquent for 2 months, a lien will be filed on the unit. Further legal action will be taken if necessary and legal cost will be the responsibility of the owner.

If you find yourself having a problem, call the Management Company to make arrangements for payment. Coupon books for payment of dues are sent at the time that the owner closes on a unit. Each year a new coupon book will be sent to the owner.

INSURANCE

In the basic insurance package for the French Creek Townhome Association, the policy insures the association for liability for bodily injury and property damage relating to acts that might occur on common property or to a building. An owner must provide for liability arising within his own unit and protection for any of his personal property. Because it is more efficient and economical, your association insures all the buildings and common elements under a single package policy.

The following is an explanation of some of the insurance items:

GENERAL LIABILITY

The general liability package that the Association carries provides protection for personal injury resulting from common area usage or property damage.

PROPERTY DAMAGE

The Association's insurance policy will cover damage to a unit, such as damage to a roof caused by hail storm. It will cover any damage due to a fire or an "Act of God", except flood damage.

PERSONAL PROPERTY COVERAGE

In addition to your investment in your home, you, no doubt, also have made a large investment in the personal property you own. The Association's policy does not cover damage to any personal items; therefore, you need to be sure that you have coverage to compensate you if you suffer a major loss. This includes all improvements within the unit such as kitchen cabinets, electric fixtures and bathroom fixtures.

DEDUCTIBLE

Each insurance policy usually requires a deductible. If an owner, his family or his guests cause damage to the Common Area or buildings, the owner will be responsible for the entire deductible charge and any increase in the policy premium as a result of the damage.

CLAIMS

All claims must be approved by the Board of Directors. If you wish to make a claim on the insurance policy for the Association, call ROC with the information. They will advise you of the next step which will need to be taken. Do not have the item repaired before contacting ROC and having approval from the insurance agent.

ARCHITECTURAL CONTROL PROCEDURES

Properly exercised architectural control can create and preserve an attractive, liveable community; and protect property values. You, as a homeowner, are most directly affected; therefore, an efficient system for design review and architectural control will yield substantial benefits to all.

1. **APPROVAL OF IMPROVEMENTS REQUIRED.** Any permanent improvement you wish to make on your property must be approved by the Board of Directors.
2. **IMPROVEMENT TO THE PROPERTY** includes, but is not limited to any of the following:
 - a) Construction, installation, remodeling, or expansion on the outside of the unit.
 - b) Voluntary demolition or destruction of any structure.
 - c) Any substantial disturbance to the surface of the land, such as changing the grade, ground level, drainage pattern, etc.
 - d) Landscaping, planting, clearing or removing trees, shrubs, grass or plants.
 - e) Construction, removal, or in any way changing fences, walls, patios, decks, planters, etc.
 - f) No structure, accessory building, antenna, flag pole, exterior light, storm door, or improvement shall be constructed or maintained upon the property without prior approval.
3. **SUBMISSION OF PLANS.** A description of any improvement must be submitted to the Board of Directors prior to starting the improvement. All surveys, plot plans, drainage plans, elevation drawings, construction plans and specifications, and samples of materials and colors showing the nature, kind, shape, height, width, location and other essential features of the proposed improvement to the property must be included in the description. All submittals are to be sent to the Management Company.
4. **DECISION OF THE BOARD.** The decision of the Board of Directors must be made and notice given to the applicant within thirty (30) days after the receipt of materials, unless mutually extended. If the proposal is not approved, the reason must be stated in writing in general terms so

that objections can be met by alterations acceptable to the Board.

5. RETENTION OF PLANS. All plans submitted to the Board shall be left on file with the Board at the office where records of the Association are kept.
6. PLAN REVIEW. Submit all plans for review to the Management Company.
7. EXECUTION OF WORK AFTER APPROVAL. Once approved, the proposed improvement must be started and completed as promptly as possible, complying completely with the description submitted. Failure to complete the proposed improvement within one year after the approval date shall be considered noncompliance with the requirements for approval of proposed improvement.
8. NOTICE OF COMPLETION. The applicant must give written notice to the Board of Directors once improvement is completed.
9. INSPECTION OF WORK. The Board shall have the right to inspect any improvement at any reasonable time prior to or within thirty (30) days after completion notice is received and during various times of construction.
10. FAILURE TO APPLICANT TO REMEDY NONCOMPLIANCE. If a decision is made that the improvement does not meet the approval originally submitted, a notice of noncompliance will be sent to the applicant. If after notification of noncompliance is sent to the applicant and the applicant refuses to comply with the requirements, the Board will then take necessary action.
11. CORRECTION OF NONCOMPLIANCE. If the Board of Directors determines that a noncompliance item exists, the applicant must remedy or remove the noncompliance immediately upon notice. If the applicant does not remedy the noncompliance, the Board may remove or remedy the noncompliance themselves and bill the applicant for all expenses. If the expenses are not promptly paid for by the applicant, the Board may levy a Reimbursement Assessment against the applicant for all expenses, including any legal expenses which may be incurred.

