

HOA Newsletter March 2009

Board News

Parking

Please review the attached parking rules and map of designated parking areas. The parking rules are in place for the safety of all guests and residents of the community.

Arbor Croft HOA Dues

Wondering why you have to pay annual HOA dues? Read the below FAQ's for more information and see the excerpt from the Arbor Croft Covenants and Restrictions on page 3 of the newsletter.

Arbor Croft HOA Dues FAQ

1. Why do I have to pay HOA dues?

Association dues cover the costs of providing services to the community such as improvements, repairs, landscaping and maintenance of common areas, financial management of Association funds and administrative record keeping.

2. What will happen if I do not pay my HOA dues?

Maintenance and management services incurred by the association are dependant upon the timely payment of HOA dues. Late payments will result in a late payment fee. In addition, if dues are not paid, the Association has the legal right to proceed with placing a lien on your property.

Rescheduled Community Work Day

Looks like rain for this coming weekend, so the community work day will be rescheduled. Watch your email for further updates.

Items for the Newsletter

Whether you are on a committee and want to communicate to the entire community via the newsletter, or you have a great piece of information you think would benefit the neighborhood to know, send your newsletter items to the newsletter e-mail address at arborcroftnews@yahoo.com. Please send your articles by the 20th of each month for inclusion in the current month's newsletter.

A Message from the Architectural Committee...



Spring is about to SPRING!

As we enjoy longer, warmer days, many of us will be outside working to spruce up our yards and homes. You may already have your "to do" list started. If not, now is a good time to start thinking about what you want to take care of during the nice weather. Do you have peeling paint? How about weathered wood? Looks like the folks in the picture waited a bit too long to take care of their biggest investment. Don't join their club. Perhaps a pressure washing is what your property needs. Maybe paint or stain. Realizing how each property affects the neighborhood is part of what will maintain Arbor Croft home values. See you in the sunshine!

Committee News

Below is a list of current and new members of our various committees. The Board asks that each committee plan to meet in the next 30 days to do the following:

- Elect a chairperson,
- Form plans for the upcoming year,
- Plan a meeting schedule,
- Write a committee purpose for the Newsletter and Website.

Each meeting the committees will need to record meeting minutes and send the minutes to the committee e-mail account as well as the HOA Board e-mail account. Please contact Jean Patterson with any questions or contact the HOA Board if you would like a Board member present at your first committee meeting.

COMMITTEE	MEETING TIME	E-MAIL	MEMBERS
HOA Board	2 nd Wed. each month – see community website for meeting locations	arborcrofthoaboard@yahoo.com	Lyle Hansel
			Jean Patterson
			David Tate
Architectural	2 nd Thur. each month	arborcroftarc@yahoo.com	Linda Fiegl
		- '	Charmaine Stokes
			Troy Griffin
			Mimi Hancock (new)
Social		arborcroftsocial@yahoo.com	DeEtte Collinge
			Jeanne Seefus
			Jennifer Tate
			Jon Sink (new)
			Zana Krout (new)
Welcome (New)		arborcroftwelcome@yahoo.com	DeEtte Collinge
		ar sore or everesime (a) fund or com	Sharon Kitchen
			Carol Wiese
			Linda Fiegl
Landscape	Monthly	arborcroftland@yahoo.com	Tim Stein – chair
			Kathy Zering
			Jennifer Edwards
			David Tate
			Sharon Kitchen (new)
			Karen Hansel (new)
Community Watch (New)		arborcroftwatch@yahoo.com	Barbara Ransom
			Charles & Pauline Wagner
			Linda Fiegl
			Kathy Zering
Community Handbook			Jennifer Tate
Community Handbook			Jennine Tale
Newsletter (New)		arborcroftnews@yahoo.com	Jennifer Edwards

Community Website: http://www.neighborhoodlink.com/huntersville/arborcroft/

Arbor Croft Covenants and Restrictions – HOA Dues

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Home Site owned within the Properties, hereby covenants, and each Owner of any Home Site, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements and other purposes, such assessments to be established and collected as hereinafter provided. Any such assessment or charge, together with interest, costs and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys fees, shall also be the personal or corporate obligation of the person(s), firm(s), or corporations(s) owing such property at the time when the assessment fell due, but such personal obligation shall not be imposed upon such Owner's successors in title unless expressly assumed by the successors in title, but such unpaid assessment charges shall continue to be a lien upon the property against which the assessment has been made.

Section 2. Purposes of Assessments and Duties of Association. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and in particular for the acquisition, improvement, and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, Alley Ways and Home Sites including, but not limited to, the cost of repair, replacement and additions thereto and the Designated Maintenance Items, the payment of taxes assessed against such property, the procurement and maintenance of insurance in accordance with the Bylaws, the employment of attorneys to represent the Association when necessary, payments of principal and interest on funds borrowed for Association purposes, and such other needs as may arise.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within ten (10) days after the due date shall incur a one-time late charge in the amount of \$25.00 and if not paid within thirty (30) days after the due date shall bear interest from the due date at a maximum rate of sixteen (16%) percent per annum or at the rate established by the Board of Directors at the beginning of the fiscal year of the Association, whichever is less. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys fees of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, Alley Ways or other property of the Association or by abandoning his Home Site.

Section 9. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust, pursuant to a foreclosure thereof, and any such foreclosure shall extinguish the lien of such assessments as to the payment thereof which became due prior to any sale or transfer pursuant to such foreclosure. No such sale or transfer shall relieve such Home Site from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage of deed of trust.

