



Dear Members,

I recently held a board meeting to discuss concerns and some general questions submitted

The following information is intended to address or provide an avenue for additional discussion to best understand and support you the Shawnee Trace Homeowner and identify the general consensus of all Shawnee Trace Homeowners. Please take a little time to review the following:

- An HOA General Homeowner Meeting is scheduled for July 30, 2024, 6:30 pm at the Perrysburg Library.
- Provide all homeowners the HOA's Financial Report (included with this communication)
Below are the common areas that make up the HOA operating costs.
 - Kaman & Cusimano Legal Retainer & fees
 - State Farm HOA Insurance
 - Common Grounds Maintenance: Annual Service Contract
 - Administration Expenses: Post Office, Paper, Printing, Envelopes, etc.
- Communicate date for receipt of 2024 HOA dues, which were previously communicated
 - Annual dues for Shawnee Trace HOA are \$50; do no later than November 15, 2024.
 - Please mail check or Money Order to PO Box 1352-Perrysburg, OH: 43551.
- Provide Shawnee Trace Homeowners a copy of Deed Restrictions, Amendment, and Map. Use link below to download a copy.
 - https://drive.google.com/drive/folders/10gERu4UncuFiQk2TIMICZ1OENEU2Dd?usp=drive_link
- HOA Board
 - Identify HOA Board Terms of Service
 - Submission of Nominees for Board
 - Board Election Date

- New HOA contact email address: shawneetracehoa@gmail.com.
- Identify and prioritize specific areas of interest for where HOA funds should be spent. (Sidewalk leveling, bike path repair and resealing, common area grounds maintenance and beautification)
- Annual Garage Community Sale and date if there is interest.
- Welcoming Committee and Information Packet TBD for new residents/homeowners of Shantee Trace HOA.
- *To be added to Shawnee Trace HOA's New Email Distribution List. Please send an email with Subject "Add me to Distribution" and provide your Name and Street Address.*

Excerpts from Shawnee Trace HOA - Declaration of Restrictions
Dated 08 November 1995

- To maintain the subdivision as an attractive and pleasant subdivision to the benefit of current and future owners.
- To afford purchaser protection in the use and occupancy and provide a uniform plan for the improvement, development, use and occupancy of the subdivision. (maintain property values)
- Oversight of these restrictions is the purview Architectural Control Committee. All homeowners are bound by the restrictions by virtue of purchasing a property within the HOA.

~~A copy of the complete document can be obtained from the Wood County Recorder's Office or can be found via the link provided below. (This link will require you to ask for access.~~

~~https://drive.google.com/drive/folders/10gERu4UncuFiQk2TIMICZ1OENEU2DqJ?usp=drive_link~~

- All plans and specifications for structures and other improvements including, but not limited to, residential dwellings, swimming pools, tennis courts, fences, walls, bridges, dams, driveways, hedges and other enclosures, must be submitted for examination and approval before any erection or improvement be made upon any lot and before additions, changes or alteration may be made to any structure or other improvements then situated on a lot. In approving or withholding its approval of any plans the Committee may consider the appropriateness of the improvement, impact on adjacent lots,

artistic/architectural merits and other matters as may be deemed to be in the best interest and benefit of the subdivision. Any determination made in good faith shall be binding on all interested parties. Requests can be emailed to shawneetracehoa@gmail.com or mailed to P.O. Box 1352, Perrysburg, 43551

- No fence shall be permitted in the front yard, nor shall any fence exceed 42 inches in height, unless expressly approved by the Architectural Control Committee. (When a pool is present the City of Perrysburg safety code must be followed.)
- Pets: a total of 2 dogs or cats, no exotic or farm animals.
- Said premises shall not be used for the storage of automobiles, trailers, scrap materials.
- No lot or structure shall be used for any business purpose whatsoever.
- No weeds, underbrush, or other unsightly growths or objects of any kind shall be placed, permitted to grow, or remain on any part of a property. No outdoor fireplace or firepit shall be placed within twenty feet of any adjoining lot line.
- Satellite dishes or towers of any kind must be approved by the Architectural Committee.
- Basketball hoops or backboards located in front or side yard must be approved.
- No above ground swimming pools. Inground pools must be approved by submitting detailed plans to the Architectural Control Committee.

Amendments to Deed - Shawnee Trace Deed Restriction

Dated 7th day of September 2018

AMENDMENT A

INSERT a new DECLARATION PARAGRAPH 31. Said new addition, to be added

Plat to Page 13 of the Plat 1 Declaration as recorded Volume 705, Page 860 et seq., the

Plat 2 Declaration as recorded at Volume 718, Page 544 et seq., and the Plat 3

Declaration as recorded at Volume 724. Page 684 et seq., at Wood County Records,

Is as follows:

31. A person who is classified as a Tier II or Tier III sex offender/child-victim offender, or any future equivalent classification under the law, and for whom the County Sheriff or other government entity must provide community notice of the sex offender's residential address, is prohibited from residing in or occupying a residence and from remaining in or on the property for any length of time. The classification of a sex offender/child-victim offender and the determination of whether notice is required is made by a court of law in accordance with the Ohio Sex Offenders Act, or similar statute from another jurisdiction as either may be amended or renamed from time to time. The Association is not liable to any Owner, occupant, or visitor of any Owner, or of the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce any provision of this Occupancy Restriction.

Any conflict between this provision and any other provisions of the Declaration will be interpreted in favor of this restriction on the occupancy of residences. The manner invalidity of any part of the above provision does not impair or affect in any the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of this amendment, whether on procedural, be substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT B

32. An Owner who fails to pay any assessment(s) within 10 days after same have become due and payable, is liable for any late charges as established by the Board and for any and all costs and expenses the Association incurs, including reasonable attorneys' fees, recording costs, title reports, and court costs, in connection with the collection of said assessment(s) and any other charges or monies the Owner owes to the Association. An Owner is further liable for all costs and expenses the Association incurs in any action in which the Association incurs in any action in which the Association is named as a party by any mortgagee or other creditor of the owner.

33. The Board may levy reasonable enforcement assessments against any Owner who, whether by their own conduct, action or inaction or the conduct, action or inaction of any occupant or guest of their residence, violates any provision of the Declaration or rules. The Board may also assess reasonable charges for any damage and for repair of the damage to the Common Elements or any other part of the property that the Association is responsible to maintain that is caused by the conduct, action, or inaction of the Owner, occupant, or guest of an Owner. The Owner must pay to the Association, in addition to any other sums due, any enforcement assessments levied, any charges for damage, and all fees, costs, and expenses the Association incurs, including reasonable attorneys' fees and court costs, in connection with the enforcement of any provision of the Declaration or rules. The enforcement assessments, charges for damage, fees, costs, and expenses will be levied as a special assessment against the Unit and is the personal obligation of the Owner. The Association, in addition to all other remedies available, has the right to place a lien on the estate or interest in the Unit of the Owner as further explained and set forth in Declaration Paragraph 28.

Any conflict between these provisions and any other provisions of the Declaration will be interpreted in favor of this amendment regarding the cost of collection and cost of enforcement. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the Provision. Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of this amendment.

The Shawnee Trace Plats 1, 2 and 3 Homeowners Association has caused the execution of this instrument this 7th day of September 2018.

The Shawnee Trace Board looks forward to hearing back from you and hopefully seeing you for the annual homeowners meeting on July 30th.

Kindest regards,

Alan McCain
Shawnee Trace HOA President

Financial Report as of June 30, 2024

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|--------------------------------------|-------------|
| Balance at the end of March, 2024 | \$12,828.13 |
| Transactions in April 30, 2024 | |
| Bank Fees | \$2.00 |
| Deposit | \$275.00 |
| Balance at the end of April 30, 2024 | \$13101.13 |
| Transactions in May, 2024 | |
| Bank Fees | \$2.00 |
| Deposit | \$325.00 |
| Expense Kaman & Cusimano LLC | \$1875.00 |
| State Farm Insurance | \$866.00 |
| Balance at the end of May, 2024 | \$10683.13 |
| Transactions in June, 2024 | |
| Bank Fees | \$2.00 |
| Deposit | \$225.00 |
| Expense Perrysburg Landscape | \$154.79 |
| Balance at the end of June, 2024 | \$10751.34 |