

# Shawnee Trace HOA

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July 21, 2025

Dear Homeowners,

A general HOA Homeowner Meeting is scheduled for **August 11, 2025, 6:00-7:00 pm at the Perrysburg Library. Lower Level, Meeting Room A**. This meeting is our annual commitment to hear face-to face what our fellow homeowners have to say and update all of you on what the HOA is doing to maintain and better our community.

The meeting agenda is currently planned to go over the following:

1. HOA's current Financial Report (copy provided with this communication)
  - Kaman & Cusimano Legal Retainer & fees
  - State Farm HOA Insurance
  - Common Grounds Maintenance: Annual Service Contract
  - Administration Expenses: Post Office, Paper, Printing, Envelopes, etc.
2. What the board members currently have in the works
  - Survey of trip hazards with sidewalks
  - Based on finding, leveling of sidewalks to the extent funding allows.
  - Resurface/resealing of bike path and correction to obstacle like water valve access and like potential hazards – this is an active discussion with the City of Perrysburg.
  - Review for consideration, use of a 3<sup>rd</sup> party HOA Management support service Jelly Bird HOA Management. This service would augment many of the functions and services you the homeowners have been asking for and include the following:
    - A Shawnee Trace Webpage with current Deed Restriction and Amendments, State, County, and City links and guidelines associated with HOA compliance requirements.
    - E-mail communication that is better monitored
    - Mobile application for your phone for ease of access
    - Bookkeeping and Electronic payment services
    - Voting function
3. Board Opening, Terms, Nomination and Election
  - A new Treasurer Joe Bella was voted in by the board pending other nominations and election.
  - An Architectural Committee Position has become vacant and in addition we are looking for additional Architectural Committee nominees.
  - The Secretary Position (non-voting board member) has become vacant and will be filled by Bonnie McCain, pending nominations and an election.



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## 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 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/10qERu4UncuFiQk2TIMICZ1OENEU2DqJ?usp=drive\\_link](https://drive.google.com/drive/folders/10qERu4UncuFiQk2TIMICZ1OENEU2DqJ?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](mailto: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, and 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.

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## 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 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 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.*

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**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.

Kindest regards,  
Alan McCain, President – Shawnee Trace HOA