

Mt Holly Preserve Community Association  
P.O. Box 110  
Amelia, OH 45102-0110

July 22, 2024

To: «Name»  
«Address»  
«City», «State» «Zip»  
|||||

The Board has drafted the following Amendment to the “Declaration of Covenants and Restrictions” (DCR) filed by Nathaniel Development and Bronco Services for the subdivision. The Amendment was developed from input from the community. Beginning in 2010, the members are allowed to amend the DCR. This ballot allows you to vote on the Amendment. A 75% minimum vote (60 of 80 lots) is required to pass an Amendment. If the Amendment does not pass, the original text stays intact and is enforceable. Votes are by lot, not person. The deeded name(s) for the lot appears below the signature line. All those named should fill out the ballot together and sign where provided. The tally of the ballots will be recorded with the amended DCR to prove the passage of each amendment. Email us with any questions. Your prompt return of this ballot is appreciated, otherwise a home-visit to obtain the ballot may be necessary. **Please cut off the bottom of this document and place in the provided prepaid return envelope so the return address is visible through the window.**

Email us at [board@MtHollyPreserve.org](mailto:board@MtHollyPreserve.org) Our website at: <http://www.MtHollyPreserve.org>

Statement of Account Lot: «Lot» Phase: «Phase»

Transaction History:

| <u>Date</u> | <u>Transaction</u>                             | <u>Amount</u>          |
|-------------|--|------------------------|
| 01/01/2024  | Previous Balance                               | \$ «PreviousBal»       |
| 03/21/2024  | 2024 Community Association Dues (x«MultiLots») | \$ «CurrentAssessment» |
|             | Payments Applied – Thank You                   | \$ «Payments»          |
|             | <b>Balance Due within 30 days of receipt:</b>  | <b>\$ «CurrentBal»</b> |

> Cut here < Please include your lot number on your remittance.

«Name» (Ballot)  
«Address» (Lot «Lot»)  
«City», «State» «Zip»

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## **PROPOSED**

### **SECOND AMENDMENT TO THE DECLARATION OF CONVENANTS AND RESTRICTIONS FOR MT. HOLLY PRESERVE**

NOW THEREFORE, the owners of the Subdivision hereby amended the Declaration as follows:

Replace the Current Paragraph 1 with the Amended Paragraph 1 below.

#### **Current**

1. **SINGLE FAMILY RESIDENCES.** No lot shall be used except for single family residence purposes.

#### **Amendment**

1. **USAGE OF LAND AND RESIDENCES.**

1.1 No lot shall be used except for single family residence purposes.

- 1.2 In the interest of maintaining property values, promoting community development, and encouraging community stability, the rental of a home to a non-owner as a business is prohibited. At the time of signing this document, there are only four (4) homes being rented to non-owners as a business in the Subdivision. These 4 homes shall be grandfathered into the prior Covenant until sold.

Any owner that is currently renting their home shall not sell the home to another party with the intent of renting the home as a business. The home must return to an owner occupied status.

In rare exceptions, renting one's property, for a short term, in lieu of selling, is the only feasible option available without causing extreme financial or personal hardships. Such cases may involve a military call-up or temporary job transfer/relocation. In these cases, the overriding consideration is that the homeowner wants to keep and return to their property in less than eighteen (18) months. Renting becomes the only reasonable alternative. In hardship cases such as these, the homeowner shall notify the HOA of the intent to rent for some specified term. Additionally, any rental agreement must be with a single renter for the full specified rental term.

All owners renting their property are required to enforce all terms within these Declaration of Covenants and Restrictions for Mt Holly Preserve and its amendments. Additionally, such owners must ensure that its tenants abide by these terms by providing a copy of these documents to the tenant upon the signing of the lease.

Non-compliance shall be handled in accordance with the guidelines set forth in the Mt. Holly Preserve's Bylaws.

**I / we are FOR or AGAINST (circle one) the second amendment of the covenants, conditions or restrictions which will restrict the use and sale of lots for business rental purposes.**

\_\_\_\_\_  
Deeded Owner Signature, Printed Name, and Date      Deeded Owner Signature, Printed Name, and Date

**Lot: «Lot»**

**Deeded Owners: «Name»**