

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

June 7, 2010

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

The Board has drafted the following 8 possible Amendments to the “Declaration of Covenants and Restrictions” (DCR) filed by Nathaniel Development in 2000 for the whole subdivision. The Amendments come from inputs from the community. Beginning in 2010, the members are allowed to amend the DCR. This ballot allows you to vote on each of the Amendments. A 75% minimum vote (60 lots) is required to pass an Amendment. If an Amendment does not get enough votes to pass, the original text stays intact and is enforceable. The current maximum number of votes is 80 lots including the 19 lots held by the developer. Amendment 1 automatically passes if any one Amendment passes. 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.

Ballots must postmarked by 6/21/2010.

Please mail your ballot to:

Clermont County Auditor’s Office
Attention: Linda Fraley, Auditor
Re: Mount Holly Preserve
101 E. Main St.
Batavia OH, 45103-2961

For Community News, please visit our website at: <http://www.MtHollyPreserve.org>

Email us at board@MtHollyPreserve.org

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

Transaction History		
<u>Date</u>	<u>Transaction</u>	<u>Amount</u>
01/01/2010	Previous Balance	\$ «PreviousBal»
03/28/2010	2010 Community Association Dues (x«MultiLots»)	\$ «CurrentAssessment»
	Payments Applied – Thank You	\$ «Payments»

Balance Due within 30 days of receipt: \$ «CurrentBal»
Please include your lot number on your remittance.

Contact Information on file. Please correct and return if it has changed.
Phone: «Phone»
Email: «email»
Lot: «Lot»

Mt Holly Preserve Community Association 2009 Budget			
Income			
		Planned	Actual
Dues	Phase I	\$ 720.00	\$ 711.76
Dues	Phase II	\$2,300.00	\$2,161.28
Dues	Phase III	\$ 600.00	\$ 512.00
Total		\$3,620.00	\$3,385.04
Expense			
Front Entry Electric	Annual	\$ 200.00	\$ 220.00
Gaslight Electric (Phase 2&3)	Annual	\$2,240.00	\$2,028.02
Front Entry Landscape	Annual / One-time	\$ 150.00	\$ 117.67
Front Entry Lighting Upgrade	One-time	\$ 130.00	\$ 127.43
Mailbox	Annual	\$ 42.00	\$ 42.00
Copy, Postage, & Supplies	Annual	\$ 90.00	\$ 63.51
Reserves (Carry Forward)	Annual	\$ 768.00	\$ 786.41
Total		\$3,620.00	\$2,598.63
Current Balance			\$3,283.65

Unused funds (reserves) from 2009 will be carried over into 2010.

Mt Holly Preserve Community Association 2010 Budget			
Income			
		Planned	Actual to Date
Dues	Phase I	\$ 720.00	\$ 520.00
Dues	Phase II	\$2,300.00	\$ 1,967.19
Dues	Phase III	\$ 700.00	\$ 872.00
Total		\$3,720.00	\$3,359.19
Expense			
Front Entry Electric	Annual	\$ 270.00	\$ 97.00
Gaslight Electric (Phase 2&3)	Annual	\$2,268.00	\$ 648.00
Front Entry Landscape	Annual / One-time	\$ 150.00	\$ 149.25
Front Entry Lighting Upgrade	One-time	\$ 30.00	\$ 30.85
Mailbox	Annual	\$ 44.00	\$ 44.00
Copy, Postage, & Supplies	Annual	\$ 90.00	\$ 44.00
Reserves	Annual	\$ 768.00	\$ 2,346.09
Total		\$3,620.00	\$1,013.10
Current Balance			\$5,629.74

Voting Ballot for the Amendment of the Declaration of Covenants and Restrictions for Mount Holly Preserve Subdivision

I / we desire the amendment of any or all of these covenants, conditions or restrictions per my vote below.

Deeded Owner Signature and Date

Deeded Owner Signature and Date

Lot: «Lot»

«Name»

Proposed Amendments

Yes

No

Amendment 1:

Modify “Nathanial Development Company, Inc (hereinafter sometimes called Owner) being the Owner” **to** “Mt. Holly Preserve Community Association (hereinafter sometimes called Owner) being the oversight”.

X

Amendment 2:

Clause 2. BUILDINGS AND STRUCTURES.

Modify – ... “storage sheds containing less than seventy-two (72) square feet” ...

To – ... “storage sheds containing no more than one hundred twenty (120) square feet” ...

Amendment 3:

Clause 5. SIGNS

Modify – “No sign, billboard, or advertisement of any kind shall be displayed on or about any lot to public view except for signs advertising the property for sale or rent, or signs used by the Owner to advertise or promote the subdivision.”

To – “No sign, billboard, or advertisement of any kind shall be displayed, with the exception of small political signs or other temporary signs posted for thirty (30) days or less, on or about any lot to public view except for signs advertising the property for sale or rent, or signs used by the Owner to advertise or promote the subdivision.”

Amendment 4:

Clause 8. MINIMUM AREA REQUIREMENTS.

Modify – “No residence shall be erected within the subdivision, nor any residence be altered, in such a manner that the enclosed living area of such residence all be less than 1450 square feet for a single story home and 1650 square feet for a two-story home, unless approved by Owner. Living Area shall not include any garage or basement area.”

To – “No residence shall be erected within the subdivision, nor any residence be altered, in such a manner that the enclosed living area of such residence all be less than 1,650 square feet for a single story home and 1,850 square feet for a two-story home, unless approved by the Owner. Living Area shall not include any garage or basement area. It is stipulated that the Living Area requirement is for new construction only and does not apply to existing residences. The owner cannot reduce the Living Area of an existing residence below the new requirements.”

Lot: «Lot» «Name»

<u>Amendment 5:</u>	Yes	No
<p>Clause 9. <u>FENCES AND WALLS.</u></p> <p>Modify – “Any fence or wall which exceeds four (4) feet in height (excepting any retaining wall required by written opinion of a civil engineer to conform to the natural terrain of the area): or any fence of the chain link variety: or any fence extending past the front plane of any residence or within the setback lines as set forth in or referenced in Paragraph 3 herein are not permitted.”</p> <p>To – “Any perimeter fence or wall which exceeds seven (7) feet in height above the ground (excepting any retaining wall required by written opinion of a civil engineer to conform to the natural terrain of the area); or any fence of the chain link variety; or any fence extending past the front plane of any residence or within the setback lines as set forth in or referenced in Paragraph 3 herein are not permitted.”</p>		
<p><u>Amendment 6:</u></p> <p>Clause 10. <u>PARKING OF TRUCKS OR OTHER VEHICLES.</u></p> <p>Modify – “No trucks, boats, trailers, campers, mobile homes, buses or stepvans shall be permitted to be parked upon any lot or in front of any lot, except any such vehicles may be stored or parked in an enclosed garage. It is further provided that any vehicles being used for the purpose of construction, delivery, or repair work upon any lot shall be permitted to park on or in front of any lot.”</p> <p>To – “No work trucks, or any vehicle exceeding 7,500 lbs curb weight, or any vehicle with more than 2 axles, or required to have a Commercial Drivers License to operate; no boats, trailers, campers, mobile homes, or buses shall be permitted to be parked upon any lot or in front of any lot, except any such vehicles, boats, trailers, campers, or mobile homes may be stored or parked in an enclosed garage; or in the backyard for the season; parking such items in the front of the house is not permitted, except for readying the item for use. Extended parking of boats, trailers, campers or mobile homes in the driveway is prohibited after 3 days. No vehicle shall be used as a living quarters. All vehicles must have current license or registration. It is further provided that any vehicles being used for the purpose of construction, delivery, or repair work upon any lot shall be permitted to park on or in front of any lot.”</p>		
<p><u>Amendment 7:</u></p> <p>Insert after clause 14. <u>CURB APPEAL</u></p> <p>“In order to have a neighborhood which is well-maintained and enjoyed by all the homeowners, grass must be cut and landscaping maintained at all times. No home shall have paper, cardboard, painted windows or sheets in the front windows after three (3) months of occupancy. No window air conditioners will be allowed.”</p>		
<p><u>Amendment 8:</u></p> <p>Insert after Amendment 7 clause. <u>VIOLATIONS</u></p> <p>“This Declaration grants the Board of Directors of the Mount Holly Preserve Community Association broad discretionary powers regarding the establishing of architectural standards and guidelines and the review and approval of the construction of improvements and the alteration of Structures on Lots within the community. These discretionary powers are also coupled with the ability to establish and levy fines and penalties for noncompliance.”</p>		

