

Dear Landowners of Quail Creek,

I wanted to send out a notice to all landowners of Quail Creek that there will be an HOA meeting Tuesday, May 16th. Unfortunately, the HOA has learned through legal guidance that the 2020 Amendment is indeed inaccurate. During this meeting, we will be voting on new rules and regulations for the community. Landowners must sign the amendment in person for their vote to count. At least sixty 60% of landowners must amend or rescind these covenants to approve.

- Location: Ron's Pizza
- Address: 53 W Central Ave, Camden, OH 45311
- Date: Tuesday, May 16th
- Time: 6:00pm

You must be a landowner of Quail Creek to vote for the following changes:

1. All references to the "Civic Association" shall mean the Quail Creek Homeowners Association.
2. Section 8- Duties-Bylaws shall be amended such that the provision stating "the President will consign all checks and promissory notes" shall be removed. All checks and promissory notes can be signed by either the President or Treasurer.
3. Article 23 of the Declaration shall be amended such that the provision stating "three (3) feet in height" shall now read "four (4) feet in height."
4. Article 29 of the Declaration shall be deleted in its entirety and replaced with the following:
 - No shed or roof shall be constructed over any mobile home located on the property
 - No Open containers of alcoholic beverages will be permitted in any street, thoroughfare, or any common of public area in the Subdivision.
 - No vehicle will be permitted within the subdivision bearing a Gross Vehicle Weight that exceeds 10,000 pounds.
 - All owners shall ensure no loud sounds or music shall emanate from any lot between the hours of 9:00 pm – 7:00 am. Owners shall be responsible for ensuring their guests or invitees comply with this local noise restriction or any other covenants contained in this said Declaration.
 - Any pets shall be registered with the Civic Association pursuant to regulations established by the Civic Association. Owners shall be responsible for any pet waste clean-up and disposal. Owners are prohibited from owning any dog identified as an aggressive breed or any dog that has ever bitten a person. The following breeds of dogs are not allowed: Dobermans, Pit Bulls, Rottweilers, Chows, Wolf-hybrids. Owners shall be responsible for any and all damages to the Premises and the Mobile Home Park caused by any such pet of owner. All pets must be leashed outside. Owners will restrain the pet from barking, whining, or creating any other nuisance that would be deemed annoying to any other person. Guest pets are not allowed in the park.
5. Failure to abide by the Declaration and this Amendment will result in the following fines:

- 1st Notice- Warning (15 days)
 - 2nd Notice- \$100 fine (30 days from 1st notice to resolve)
 - 3rd and Final Notice- Additional \$100 fine and legal action. Owner will also be responsible for any additional fees taken place. (60 days from 1st notice to resolve)
6. Article XII of the Bylaws shall be amended such that the provision stating “Fiscal Year of the Association will be the calendar year” shall now read July 1st – June 30th.
 7. Article 30.B of the Declaration shall be amended such that the provision stating “a fee of Twenty-Five and no/100 (\$25.00) dollars per site per year” shall now read “a fee of Two Hundred Fifty and no/100 Dollars \$250.00) per site per year, which is effective for the 2024 fiscal year (i.e., 07/01/2023 – 06/30/2024) and every year thereafter” Regarding dues for fiscal year, the fee shall be Two Hundred and no/100 Dollars(\$200.00) per site, which is due on or before June 30, 2023.

Any owner who paid 2021 and 2022 dues of Two Hundred and no/100 Dollars (\$200) per the terms of the invalid 2020 Amendment will be issued a credit. The 2021 and/or 2022 paid dues will go against 2023 dues (due 6/30/23) and 2024 dues (due 6/30/24). 2021 proof of payment must be provided for credit. 2022 proof of payments have been previously recorded.
 8. Article 30.B of the Declaration shall be amended that late fee be 4% interest daily. After 30 days unpaid, the Civic Association shall place a lien on the property.
 9. Article XII of the Bylaws shall be amended such that the provision stating “Fiscal Year of the Association will be the calendar year” shall now read July 1st – June 30th.
 10. All other terms and provisions of the Declaration shall remain unchanged and in full force and effect.

Articles to Reference

Article 23

Fences or walls constructed on the various lots must be decorative in nature and such as to add to the general aesthetic qualities of the property, and in no case will any fence, wall or hedge be constructed that exceeds three (3) feet in height.

Article 29

No shed or roof shall be constructed over any mobile home located on the property.

Article 30

Each purchaser of a mobile home site or sites agrees that upon purchasing said site, he will voluntarily become a member of and agree to abide by the rules and by-laws of Rose Mobile Village Civic Association, Inc., and to continually retain membership in the Civic Association, and to pay periodic dues and/or levies to the Civic Association in accordance with the by-laws of the Civic Association until such time as he completes divests himself ownership of a site or sites contained within the property.

Each purchaser of a mobile home site or sites shall pay to the Civic Association a fee of Twenty-Five and no/100 (\$25.00) Dollars per site per year, payable within thirty (30) days after purchase of site, or thirty (30) days after the formation of the Civic Association, whichever occurs last, and annually thereafter on the same date. Such payment shall specifically constitute annual dues to the Civic Association. Any such fee remaining unpaid by site owner for a period of thirty (30) days following the date payable as specified hereinabove, shall thereafter bear interest at the rate of six (6%) per cent per annum, payable to the Civic Association, and shall become and be a lien against said site, the amount of said lien, including reasonable attorney's fees. Said lien may be enforced and foreclosed by the Civic Association in the same manner as provided for the foreclosure of real estate mortgage under Ohio law.

Article 31

The provisions contained herein shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, any owner of lots or parcels of land within the property purchased from the Seller, and its successor or assigns or by the Seller or the Civic Association.

Further, these covenants shall be of full force and effect until June 1, 1985, and for successive five year periods thereafter unless a special meeting of the Civic Association is held, and acting in accordance with the By-laws of the Civic Association, a vote is taken in open meeting, and the result of that vote shows that at least sixty (60%) per cent of the mobile home site owners wish to amend or rescind all or part of these covenants.

Article XII Bylaws

The fiscal year of the Association will be the calendar year.

Sincerely,

HOA of Quail Creek

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