

ADDENDUM TO THE
ARTICLES OF INCORPORATION
OF THE
MARSH RIDGE HOMEOWNERS' ASSOCIATION, INC.

PURPOSE AND POWER

The purposes for which the Association is formed is to be and act as the home owners' association for the residential subdivision known as "Marsh Ridge Subdivision", to provide for the maintenance, preservation and architectural control of the subdivision and to promote the health, safety and welfare of the residents of the subdivision, and for these purposes to:

- (a) exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in these Articles of Incorporation, and the Declaration of Restrictions filed with the plat of the subdivision, and the By-Laws of the Association ("the Articles", "the Declaration" and "the By-Laws", respectively);
- (b) fix, levy collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration and By-Laws, and pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association;
- (c) borrow money to fulfill its purposes;
- (d) administer and enforce the terms, conditions, covenants, restrictions and regulations upon, under and subject to which the subdivision or any part thereof may now or hereafter be used, and fix and provide any such terms, conditions, covenants, restrictions and regulations, and administer, enforce, alter, amend, change, add to, extend, waive, or terminate, in whole or in part, any of the same in accordance with the Declaration and the By-Laws;
- (e) provide the residents and lot owners of the subdivision with Common Cost Areas maintenance and repair services;
- (f) have and exercise any and all powers, rights and privileges which a corporation organized under Chapter 1702 may now or hereafter have or exercise by law; and
- (g) take any action necessary, expedient, incidental, appropriate or convenient to the carrying out of the

foregoing purposes.

The Association shall not do any act or enter into any agreement or enter into any transaction in a manner which would violate any of the provisions of these Articles, the Declaration, or the By-Laws.

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee simple interest in a lot shall be a member of the Association, and is herein called a "Lot Owner". The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a lot, and transfer of a lot shall automatically transfer membership to the transferee. One lot entitles the lot owner or lot owners of that lot to only one vote. If there is more than one owner of any one lot, such Lot Owners must cast one collective vote. Additionally, there will be two classes of membership:

- (a) Class "A" Member. One vote per lot ownership, and the right to vote begins with the filing of the Articles of Incorporation. The Developer of Marsh Ridge shall be the only Class "A" member.
- (b) Class "B" Member. One vote per lot ownership, and the right to vote begins when the Developer of Marsh Ridge has completed the sale and transfer of all of the lots owned by the Developer in Marsh Ridge.

If a lot is owned by more than one owner, all the owners of such lots shall be Members, but such Members shall only be able to cast one collective vote on behalf of such lot. In these Articles and in the By-Laws, any vote of Members shall mean those Members entitled at the time to vote.

BOARD OF TRUSTEES

The names and addresses of the persons who are initially to act in the capacity of Trustees, until the selection of their successors, (as provided in the Declaration and By-Laws), are:

<u>Name</u>	<u>Address</u>
Michael O'Hara	12667 S. Portage Street P.O. Box 267 Doylestown, Ohio 44230

John Galehouse

12667 S. Portage Street
P.O. Box 267
Doylestown, Ohio 44230

Instrument
200400170937

Beth O'Hara

12667 S. Portage Street
P.O. Box 267
Doylestown, Ohio 44230

The number, qualifications, manner and time of selection of successor Trustees, and their terms of office, shall be as set forth in the Bylaws.

The Board of Trustee shall have all of the powers and all of the duties of the board of trustees as defined in Chapter 1702 of the Revised Code of Ohio, except as such powers may be limited or expanded by the provisions of these Articles, the Declaration or the By-Laws.

NOTICE AND QUORUM

Notice and quorum requirements shall be in accordance with the provisions of the Bylaws.

INDEMNIFICATION

The Association shall indemnify every person who is or has been a Trustee, Officer, agent or employee of the Association and those persons respective heirs, legal representatives, successors and assigns, against expenses, including attorney's fees and judgments, decrees, fines, penalties and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether in an action or proceeding by or in the name of the Association or otherwise, and which such person was or is a party or is threatened to be made a party by reason of the fact that person was a Trustee, Officer, agent or employee of the Association, or is or was serving in such capacity at the request of the Association, provided that person: (a) acted in good faith and in a manner that person believed to be in or not opposed to the best interest of the Association, and (b) in any matter the subject of which is a criminal action or proceeding, had no reasonable cause to believe the questioned conduct was unlawful, but provided that in the case of any threatened pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor against any such person by reason of that person serving in such capacity, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of a duty to the Association unless and only to the

extent that the court in which such action was brought shall determine upon application that in view of all the circumstances of the case, that person is fairly and reasonably entitled to indemnify for such expenses as the court shall deem proper.

Unless ordered by a court, the determination of indemnification pursuant to the foregoing criteria, shall be made: (a) by a majority vote of a quorum of Trustees of the Association who were not and are not parties to or threatened with any such action, suit or proceeding, or (b) if such a quorum is not obtainable, or if a majority of a quorum of disinterested Trustees so direct, in a written opinion by independent legal counsel other than an attorney, or a firm who has been retained by or who has performed services for the Association or any person to be indemnified within the past five (5) years, or (c) by the membership of the Association, or (d) by the court in which such action, suit or proceeding was brought.

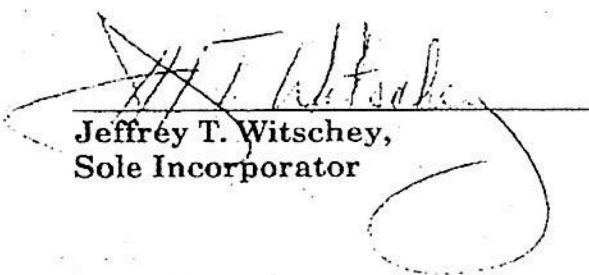
Any such indemnification shall not be deemed exclusive of any other rights to which such person may be entitled under law, any agreement, or any insurance purchased by the Association, or by vote of the members, or otherwise.

DEFINITIONS

All terms used herein shall have the same meanings as set forth in the Declaration and the Bylaws.

AMENDMENTS

The Articles are to be amended only upon a majority vote of the Members.


Jeffrey T. Witschey,
Sole Incorporator

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**BYLAWS OF THE MARSH RIDGE
HOMEOWNERS' ASSOCIATION, INC.**

ARTICLE I

Name and Purpose

Section 1. The name of this association shall be The Marsh Ridge Homeowners' Association, Inc.

Section 2. The purpose of this Association shall be the administration of the residential subdivision known as The Marsh Ridge Subdivision (Marsh Ridge) in accordance with the Declaration of Restrictions of Marsh Ridge filed thereto, these Bylaws, and any Administrative Rules and Regulations adopted pursuant hereto, as any of the same may be lawfully amended from time to time.

ARTICLE II

Members and Voting

Section 1. Each owner of a lot in Marsh Ridge shall be a member of this Association.

Section 2. There will be two classes of members with voting rights set forth as follows:

- (a) Class A Member: One vote per lot ownership and the right to vote begins with the filing of the Articles of Incorporation. The developer of Marsh Ridge shall be the only Class A Member. The developer shall have the right to assign this membership to a subsequent developer.
- (b) Class B Members: One vote per lot ownership and the right to vote begins when the developer of Marsh Ridge has completed the sale and transfer of all of the lots owned by the developer in Marsh Ridge.

If a lot is owned by more than one owner, all the owners of such lot shall be Members, but such Members shall only be able to cast one collective vote on behalf of such lot.

Section 3. At meetings of the Members, any Members entitled to vote may be represented and may vote by a proxy appointed by an instrument in writing, but this instrument shall be filed with the secretary of the meeting before the person holding such proxy shall be allowed to vote. No proxy shall be valid after the expiration of six months from its date of execution, unless the Member executing it shall have specified the length of time it is to continue in effect.

ARTICLE III

Meetings of the Members

Section 1. Members shall be given not less than five-day notice of meetings. There shall be an annual meeting of the Members on the first business day of November, or on such other date within one month thereafter as may be designated by the Board of Trustees.

Section 2. Special meetings of the Members shall be held whenever called by the President, by a majority of the Trustees, or by those Members entitled to exercise not less than twenty-five percent of the voting power of all Members. Upon the delivery of a request in writing to the President or Secretary by any persons entitled to call a meeting of the Members, it shall be the duty of the President or Secretary to give notice to the Members in accordance with these Bylaws. But if such request be refused, then the persons making such request may call a meeting by giving such notice.

Section 3. All meetings of Members shall be held in Medina County, Ohio, at such places as may be specified by the Board of Trustees or the persons calling the meeting.

Section 4. Notice of every meeting of Members, whether annual or special, stating the time, place and purpose, shall be given by the President or Secretary not more than thirty nor less than five days before such meeting. If mailed, such notice shall be addressed to the Members at his address as it appears upon the records of the Homeowners' Association. If a meeting is adjourned to another time or place, no further notice as to such adjourned meeting need be given if the time and place to which it is adjourned are fixed and announced at such meeting. In the event of a transfer of ownership of a unit after notice has been given and prior to the holding of the meeting, it shall not be necessary to serve notice on the transferee.

Section 5. Notice of the time, place and purpose of meetings of unit owners may be waived in writing by any Member.

Section 6. At any meeting of the Homeowners' Association, a majority of the voting power of all Members entitled to vote, present in person or represented by proxy, shall constitute a quorum.

Section 7. The order of business of any meeting of Members shall be determined by the presiding officer unless otherwise determined.

Section 8. Any action which may be authorized or taken at a meeting of Members owners may be authorized or taken without a meeting by obtaining the written approval of a majority of the voting power.

ARTICLE IV

Board of Trustees

Section 1. There shall be a Board of Trustees consisting of three persons. These persons shall manage and conduct the business and affairs of the Homeowners' Association. The initial Trustees shall be chosen and appointed by the developer of Marsh Ridge. The initial trustees shall serve at the discretion of the developer until such time as developer sells all of its lots in Marsh Ridge. At such time the Members shall hold a meeting to elect a new Board of Trustees and terms will be "staggered," e.g., one of the Trustees elected at the first meeting of the Class B Members held after the adoption of these Bylaws shall be elected for a term expiring at the time of the annual meeting of Members held after the third year of his scheduled service. One of the Trustees will be elected for a term expiring at the time of the annual meeting of Members held after the second year of scheduled service. One of the members shall be elected for a term expiring at the time of the annual meeting of Members held after the first year of scheduled service. Each such Trustees shall serve until his successor is elected and qualified. Beginning with the second annual meeting after the Class B Members begin voting, replacement members of the Board of Trustees shall be elected by the unit owners to serve for a term of three years. Such elections may be by ballot or by voice vote, as the Members may determine. Any member of the Board of Managers may be removed at a special meeting of the Members called for such purpose by the affirmative vote of seventy-five percent of all Members entitled to vote.

Section 2. In case of any vacancy in the Board of Trustees, the remaining members thereof shall appoint a member to fill such vacancy. Any member appointed to fill a vacancy shall hold office for the unexpired term of the member he succeeds and until his successor is elected and qualified.

Section 3. The Board of Trustees shall hold meetings from time to time as it deems necessary and such meetings as may from time to time be called by the President. However, the Board of Trustees shall meet not less than once each calendar quarter. Meetings shall be held at such place within Medina County, Ohio, as the President or a majority of the members of the Board of Trustees may determine.

Section 4. The President or Secretary shall notify the Board of Trustees of the time and place of all meetings.

Section 5. At all regular meetings of the Board of Trustees all of the Trustees thereof shall constitute a quorum.

Section 6. Members of the Board of Trustees shall not receive any compensation for their services as such, but any such Trustees may serve the Association in any other capacity, and may receive compensation.

Section 7. Any action which may be authorized or taken at a meeting of the Board of Trustees may be authorized or taken without a meeting by obtaining the approval of all Trustees.

Section 8. The Board of Trustees may employ or engage the services of a manager or managing agent and such other persons, firms, or corporations as it deems necessary or advisable in order to perform the duties imposed upon it, and may pay to such manager, managing agent, persons, firms or corporations as it shall determine. The Board of Trustees may delegate to any such manager, managing agent, person, firm or corporation such administrative or ministerial duties as it determines.

ARTICLE V

Officers

Section 1. The officers of the Association to be elected by the Board of Trustees shall be a President, a Vice President, and a Secretary-Treasurer from their own number.

Section 2. It shall be the duty of the President to preside at all meetings of Members and of the Board of Trustees, to exercise general supervision over the affairs of the Homeowner's Association, and in general to perform all the duties usually incident to such office or which may be required by the unit owners or Board of Trustees. It shall be the duty of the Vice President to perform all the duties of the President in the event of his absence or disability, and such other duties as may be assigned to him by the Board of Trustees.

Section 3. It shall be the duty of the Secretary-Treasurer to keep an accurate record of the acts and proceedings of the Members and the Board of Trustees, to keep records of the names and addresses of the Members and their respective percentages of interest in the common areas and facilities. The Secretary-Treasurer shall receive and safely keep all money, securities and other intangible property belonging to the Homeowners' Association, or evidence thereof, and disburse the same under the books and records of account, specifying the receipts and expenditures relating to the common areas and facilities and other common receipts and expenses, together with records showing the allocation, distribution and collection of the common profits, losses and expenses among and from the unit owners; shall hold the same open for inspection and examination by the Board of Trustees and Members. The Secretary-Treasurer shall present monthly reports to the President, and quarterly reports to unit owners, or at any other meeting when requested. On the

expiration of his term of office he shall deliver all records, money and other property of the Homeowner' Association in his hands to his successor or to the President.

ARTICLE VI

Maintenance, Repair, Restoration, Replacement and Additions

Section 1. Except as provided in this Section, all maintenance, repair, restoration and replacement of, and additions to the Dam Area, shall be done and performed pursuant to authorization given by the Board of Trustees, and the cost shall be a common expense. In the event of damage or destruction of all or any part of the Common Cost Areas and facilities thereof, the damaged or destroyed part shall be repaired or restored promptly. However, no single repair or restoration of the Common Cost Areas and facilities thereof the cost of which shall exceed Ten Thousand Dollars (\$10,000) and no addition to the Common Cost Areas and facilities thereof, the cost of which shall exceed Ten Thousand Dollars (\$10,000), shall be made unless the same shall have been authorized by the affirmative vote of Members entitled to exercise not less than seventy-five percent of the voting power of all Members entitled to vote.

Section 2. In the event that the Board of Trustees is of the opinion that maintenance, repair or servicing of any part of a lot located outside the boundaries of the Common Cost Areas is necessary for public safety or in order to prevent damage to or destruction of any other part of the Common Cost Areas, the Board of Trustees may authorize such maintenance, repair or servicing to be done and such lot owners pursuant to the Declaration of Restrictions shall allow for the same. Unless a danger to public safety or such damage or destruction is imminent, such maintenance, repair or servicing may be authorized only after five days written notice to such lot owner. The Board of Trustees shall provide for the replacement of the lot back to a reasonable state of repair equal to what existed prior to entry upon such lot. The cost of any such maintenance, repair or servicing shall be assessed against all Members in the common areas and facilities in the same manner and to the same extent as if such costs were from repair or maintenance work directly on a Common Cost Area.

Section 3. Each Member shall forward to the Secretary-Treasurer at the beginning of each month, no later than the fifth, the assessment fee for maintenance, repairs, replacements and insurance. The Board of Trustees shall determine the amount necessary to cover monthly expenses. The Board of Trustees may create a reserve maintenance and improvement capital fund with the affirmative vote of the Members entitled to vote. The Board of Trustees will then determine the amount of monthly fees that shall go into the maintenance and capital reserve fund.

ARTICLE VII

Enforcement of Declaration of Restrictions.

The Board of Trustees shall enforce the declaration of restrictions filed along with the plat of Marsh Ridge.

ARTICLE VIII

Insurance

The Board of Trustees shall obtain, in such amounts as it shall deem advisable, insurance for the benefit of all Members and all persons lawfully in possession or control of any part of a lot within the development liability for death, personal injury or property damage arising from or relating to the Common Cost Areas and facilities thereof in such amount as it shall deem advisable. The cost of all such insurance shall be a common expense. All insurance policies purchased by the Homeowners' Association will be for the benefit of the Homeowners' Association and the unit owners and their mortgagees as their interests may appear, and will provide that all proceeds covering casualty losses will be paid to the Association as trustee of such money and will be distributed accordingly.

ARTICLE IX

Administrative Rules and Regulations

Subject to the provisions of the Declaration of Restrictions and these Bylaws, as any of the same may be lawfully amended from time to time, the Board of Trustees may from time to time adopt, amend or repeal such administrative rules and regulations governing the operation and use of the Common Cost Areas or any part thereof as it deems necessary or advisable. A copy of such rule or regulation or written notification of the repeal of any such rule or regulation, as the case may be, shall be sent to each lot owner not less than two days prior to the effective date of its adoption, amendment, or repeal.

ARTICLE X

Common Expenses, Profits and Losses

Section 1. Except as provided in this Section 1, all costs of this Association, of administration, maintenance, repair, restoration and replacement of, additions to and utility services for the Common Cost Areas and facilities thereof, of insurance obtained by the Board of Trustees, and of renewal and rehabilitation of the Common Cost Areas or of such other areas necessary to the upkeep of the Common Cost Areas and such expenses as are lawfully incurred on behalf of

this Association by or pursuant to authority granted by the Board of Trustees shall be common expenses as well as those expenses designated as such in the Declaration or elsewhere in these Bylaws, as any of the same may be lawfully amended from time to time.

Section 2. The common profits shall be credited to, and the common expenses and losses shall be charged against, the Members in equal proportions.

Section 3. From time to time and not less than once each six months, the Board of Trustees shall make an estimate of the amount, if any, by which the anticipated common losses exceeds the profits, receipts and revenue for the next ensuing year, and shall assess such amounts against the Members in equal proportions. Such amount so assessed shall be payable by the unit owners to this Association in such manner as the Board of Trustees shall determine.

ARTICLE XI

**Instrument
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Notices and Demands

Any notice or demand which is required to be given or delivered to or served upon a lot owner shall be in writing and shall be deemed to have been given, delivered or served upon a lot owner when delivered personally to him or mailed to him at his address as it appears upon the records of this Homeowner's Association.

ARTICLE XII

Amendments

Section 1. These Bylaws may be amended at a meeting of the Members entitled to vote held for such purpose by the affirmative vote of those Members exercising not less than seventy-five percent of the voting power of all Members entitled to vote.

Section 2. Copies of the amended Bylaws shall then be filed with the Auditor and Recorder of Medina County, Ohio, as part of the original Declaration of Restrictions filed with them.

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