

**FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS
MARSH RIDGE (PHASE ONE)**

THIS FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR MARSH RIDGE (Phase One) as it is recorded in Volume 26, pages 413-420 Wayne County Land Records to amend said Declaration of Restrictions for Marsh Ridge (the "Declaration") is made this 2nd day of February, 2004 by Blosser Farms Development Company, LLC, an Ohio corporation, (the "Declarant").

WHEREAS, the Declarant previously placed on record the Declaration dated December 1, 2003, 2003 and filed for record in the Land Records of Wayne County in Volume 26, pages 413-420 on December 12, 2003.

WHEREAS, the Declarant desires to amend the Declaration pursuant to the Declaration and as set forth below with this First Amendment.

NOW, THEREFORE, the Declarant does hereby amend the Declaration to read as follows:

**DECLARATION OF RESTRICTIONS FOR
MARSH RIDGE (PHASE ONE)**

WHEREAS, Blosser Farms Development Company, LLC., et. all, hereinafter called "Developer", are the owners of land in the City of Orrville, Wayne County, Ohio. Said land is further described on Exhibit A attached hereto and incorporated herein by this reference.

WHEREAS, Developer deems it necessary for the efficient preservation of the values, aesthetic harmony, and amenities of said community and for the maintenance and preservation of any open spaces, to impose and provide restrictions, covenants, easements and limitations upon the land in said MARSH RIDGE (PHASE ONE).

NOW, THEREFORE, the following restrictions, limitations, covenants and requirements are hereby imposed on said lots by Developer which shall be covenants running with the land, binding upon and inuring to the benefit of the Developer and the respective grantees for such property, their respective successors, purchasers, heirs, executors, administrators, and assigns:

DEED RESTRICTIONS

Lots #3487 through #3530 shall be used exclusively for single family residence purposes, and only one such residence shall be permitted on each lot. There shall not be erected, placed or suffered to remain on said premises any building or structure whatever other than one private dwelling house designed and intended for the occupancy of one family only.

13, 01, 2 BA

A. Single family dwellings shall meet the following requirements:

1. Type: Single family dwelling may be a one story or a two story design.

(a) A one story dwelling is a structure, the living area being the first floor, constructed with or without a basement and a space between the first floor ceiling and the roof of inadequate height to permit its use as a dwelling space.

(b) A two story dwelling is a structure, the living area of which is on two levels connected by a stairway, constructed with or without a basement.

2. Living Area: The living area of any dwelling shall be not less than the square footage hereinafter set forth. "Living Area" shall not include garages, attics, basements, breezeways, utility rooms, patios, or any enclosed area not heated for year-round living.

(a) The area of any dwelling shall be computed on the outside foundation of the first floor and the exterior dimensions of the second floor. In the case of a Cape Cod design, a second floor area shall be computed from the outside dimension of the knee walls.

In the case of open ceilings to the second floor, the upper open space may be computed in the second floor area.

(b) The minimum square footage for each of aforementioned designs, computed as above described, shall be designated by lot type.

"A Lots": One Story: 1650 square feet
Two Story or Story and a half: 2000 square feet with not less than 1000 square feet in the first floor area.

"A Lot" numbers are as follows: Lot numbers 3509 thru 3530, 3492, 3490, 3491, 3489, 3488 and 3487.

"B Lots": One Story: 1800 square feet
Two Story or Story and a half: 2200 square feet with not less than 1100 square feet in the first floor area.

"B Lot" numbers are as follows: Lot numbers 3493 thru 3506.

3. Garage: No garages, basement house, tent, trailer, shack, barn or other structure whatever other than the single dwelling house, erected in accordance with the conditions hereof, shall be used for temporary or permanent dwelling purposes on the lots hereby platted. The garage shall be an integral part of the dwelling house in design, plan and material. All garages must be of a minimum dimension of 22 feet by 22 feet (outside dimensions).

4. Entire foundation must be poured concrete foundation. No foundation may be concrete block, wood, or otherwise.

5. No exposed concrete foundation shall be permitted on front or sides unless approved by Developer. All exposed concrete foundation on the dwelling or other structure must be faced with brick or stone.

LOT RESTRICTIONS

1. Side Building and Setback Line: Each building shall have a side building setback line along each lot line. The least dimension of each said building setback line shall be not less than ten (10) feet. The dimension shall be measured perpendicular from the property line to the foundation, which includes fireplaces. No shrubbery shall be closer than fifteen (15) feet to the street on corner lots.

2. Where two or more lots are acquired and used as single building sites, the side lot shall refer only to the lines bordering on the adjoining property owner and/or street.

3. Front Yards: No building may be erected on any lot nearer than forty (40) feet to the front lot line.

4. Rear Yards: No building may be erected on any lot nearer than **thirty-five (35)** feet to the rear lot line.

5. All driveways shall be paved with concrete.

6. Sidewalks shall be constructed by the lot owner's within two months after construction of their house or within two months after demand by the Developer.

PROHIBITED ACTIVITIES

The following uses and activities shall be prohibited:

1. Industrial or manufacturing uses of any kind;
2. Commercial agricultural uses;
3. Mining or extraction of any minerals, including the removal of sand or gravel, however, this restriction should not limit or prohibit the extraction of minerals pursuant to leases or rights granted prior to the date of these restrictions. This restriction shall not prohibit the removal of any material in connection with development of the property for permitted use.
4. The keeping, raising, and harboring of cattle, swine, fowl, livestock, other farm animals not normally kept as household pets; provided, however, that nothing in this restriction shall prohibit the keeping of household pets provided they are not kept, bred or maintained for commercial purposes, or kept in a manner as to constitute a nuisance or activity prohibited by law.

5. Temporary structures, including but not limited to trailers, basements or incomplete houses, tents, shacks, garages or other out buildings of any kind.
6. Erection or maintenance of any signs, bill boards or advertising devices of any kind except (a) signs not larger than ten (10) square feet for offering premises for sale shall be permitted on the premises to be sold (one per lot). (b) Home Builders and General Contractor signs, not larger than ten (10) square feet and only during construction (one per lot). Nothing hereon contained shall limit Developers right to place an entry sign to the Development. The size and design of said sign shall be within the sole discretion of Developer.
7. Nuisances and noxious or offensive activities of any kind.
8. Storage of mobile homes, trailers, commercial trucks and trailers, machinery, equipment, boats and non-working vehicles, unless such is not in view from any street or adjacent residence. Nothing herein contained shall limit use of trucks, trailers or equipment during construction.
9. Hanging of laundry in the front portion of any lot.
10. No fences, exceeding the height of three (3) feet may be erected or placed or permitted on any lot or lots from the house to the street. In the rear lot, fences exceeding three (3) feet may be permitted only if allowed by the applicable zoning code and approved, prior to installation, by the Developer or Board of Managers for decorative and aesthetic value. Wire mesh type fences are strictly prohibited in all instances.
11. Site lighting which interferes with the comfort, privacy or general welfare of adjacent or other lot owners is prohibited. All site lighting, including security lighting, shall be approved by the Developer prior to installation.
12. All garbage or trash containers, oil tanks, gas meters, and bottled gas tanks shall be placed underground or placed in screened areas so that they shall not be visible from the adjoining properties.
13. No unsightly growth shall be permitted to grow or remain upon any lot and no refuse, pipe or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.
14. No satellite dishes greater than 18 inches in diameter shall be permitted.

ADDITIONAL RESTRICTIONS

The following are additional restrictions, covenants and requirements imposed on each lot:

1. No buildings, or structures, or any additions thereon or alterations, shall be placed or suffered to remain upon any lot unless and until the size, location, type, shape, height, use, material of construction thereof, the color scheme thereof, the gradings plan of the lot, including the grade elevations of said buildings and structures, a plot plan showing the proposed locations of said buildings or structures upon said premises and the plans, specifications and details of said buildings or structures, shall have been approved in writing by Developer. A true copy of said plans, specifications and details shall be logged permanently with Developer. No building or structures, or any additions thereto or alterations, thereof except such as conform to said plans, specifications and details shall be erected, altered, reconstructed, placed or suffered to remain on said premises. The Developer reserves the right to reject all such plans and specifications as aforesaid for any reasonable grounds, including, but not limited to aesthetic reasons.
2. No exterior TV antennas shall be erected unless and until the size, location and height have been submitted to and approved by the Developer.
3. No lot in this subdivision shall be subdivided or divided, unless or until the plat showing such proposed subdivision or division shall have been submitted to the Developer and the written consent of said Developer has been obtained.
4. Developer reserves the right to establish grades and slopes on the premises in the subdivision and to fix the grade at which any building or structure shall be hereafter erected or placed, so that the same may conform to a general plan wherein the established grade and slope of each lot, as the grade of the lots on either side, having due regard for natural contours and drainage of the land.
5. Prior to the removal of any trees or natural growth on any lot, each lot owner shall submit to the Developer or a site plan which specifies the area where trees and natural growth are to be removed in addition to the other information required hereunder. No removal, excavation or construction shall commence until said site plan is approved.
6. The lot owner shall install landscaping, valued at 2% of the cost of the house, from the front of the house to the right-of-way within one growing season from the date of completion of the house.

STORM WATER MANAGEMENT AND DRAINAGE EASEMENT

Lots 3502 thru 3506 and lots 3493 thru 3499 have areas within the storm water management and drainage easement. These areas are used for the conveyance and temporary storage of storm water. General maintenance and removal of debris and other blockage within the drainage and storm water management easement, so as to

maintain the function of the original design, as shown on the subdivision's construction plans filed with the City of Orrville, shall be the responsibility of the individual lot owners. All other major repairs including grading and sediment removal shall be the responsibility of the Homeowners Association for Marsh Ridge. The City of Orrville will assume responsibility for all major structures, which consist of sewer lines, catch basins and manholes. All other major repairs including grading and sediment removal shall be the responsibility of the Homeowners Association for Marsh Ridge.

LIMITS, MODIFICATIONS AND ENFORCEABILITY

1. Developer reserves for itself, its successors and assigns, the right to amend, change, cancel or add to any or all of the aforementioned provisions when it deems such course of action advisable. The restrictions contained herein shall be deemed as covenants encumbering and running with the land.

Invalidation or unenforceability of any one or more of the provisions herein by judgment or court order shall in no manner affect the force and effect of the other provisions.

2. If by reason of the shape, dimension, or topography of any lot or for any other reason satisfactory to Developer, the enforcement of a provision of this Declaration would work a hardship, Developer may, in its sole discretion, allow a variance from such provisions, or may modify such provisions. Such modification or variance may only be granted by Developer if such variance or modification will not do material damage to any adjacent lot or property. Requests for modifications or variances must be submitted to Developer in writing with sufficient plans, specifications and evidence required or requested by the Developer to render such variance or modification. The granting of a variance or modification by the developer to one lot does not establish the right to a similar variance or modification as to any other lot. Construction or improvements shall not commence until written approval is granted by the Developer.

3. Developer reserves to himself and his successors and assigns, the right to petition for or grant future easements, rights of way for the construction, maintenance, extension and operation of all public utilities facilities in and upon all highways and streets, now and existing or hereafter established, upon which any portion of this subdivision which now or hereafter may front or abut. The owners of any and all lots of this subdivision agree to and do hereby consent to and affirm all such agreements that may be entered into between the Developer and the public utility companies and authorities.

4. Developer reserves the right for himself, his agents, employees, successors and assigns to enter upon any lot for the purpose of carrying out and completing the development of the property, including, but not limited to, the completion of any dredging, filling, grading or installation of drainage facilities. Entry onto said property for such purposes shall not be deemed a trespass.

5. The provisions herein shall run in favor of and shall be enforceable by any person or entity, and the heirs, assigns and successor of such person or entity, who is or becomes an owner of any lot in this subdivision as well as Developer, his successors or assigns. It is understood and agreed that all of the foregoing are part of a common and general plan for the development of this subdivision and the protection of all present and future owners of any part of the subdivision. Failure of Developer to enforce any of the restrictions contained herein, shall in no event be construed to be in any manner a waiver of, acquiescence in, or consent to a further or succeeding violation of these restrictions. However, the failure, refusal or neglect of Developer to enforce said restrictions or to prevent violations, thereof shall in no event make Developer liable for such failure, refusal or neglect.

6. Developer or Owner reserve to themselves the right to relocate utility easements in accordance with the requirements of the Wayne County Engineer or the City of Orrville.

HOMEOWNERS' ASSOCIATION

A. Creation. The developer will create for the owners of lots within Marsh Ridge, a homeowners' association which will be known as the "Marsh Ridge Homeowners' Association, Inc." The Articles of Incorporation and the Bylaws of the Marsh Ridge Homeowners' Association, Inc. are attached hereto as Exhibit B and are incorporated herein by this reference. The Developer may also install entrance way landscaping, signage, and other improvements in the entranceways to the development within easements on entranceway lots. Regardless of where such structures are located in said entranceway areas, the Homeowners' Association shall inspect, maintain, and repair such signage, entrance way landscaping, and other improvements. The Homeowners' Association shall also inspect, maintain and repair the water retention or detention facilities. The Homeowners' Association shall have an easement over any lot within the development for purposes of accessing, inspecting, maintaining, and repairing such entranceways and such facilities. Notwithstanding the foregoing, the owner of any lot upon which a water retention or detention facility is located shall mow the grass areas of such facility. The Homeowners' Association will assess each of the owners of a lot within Marsh Ridge for their prorata shares of the cost of such inspections, repairs, and maintenance. The costs or expenses of the inspection, maintenance, and repair obligations of the Homeowners' Association shall be estimated and monthly assessments charged. The Homeowners' Association may also levy special Assessments necessary to cover costs and expenses. Said prorata share shall be determined by taking the number of lots owned by an owner and dividing it by the total number of lots within the phases of the Marsh Ridge Development that have received final plat approval at the time the assessment is levied. Any assessments for a lot, if not paid when due, shall become a lien upon such lot. The Homeowners' Association may file notice of the lien on the lot to recover the assessments owed and the costs of collection, including, but not limited to attorney fees. Said liens may be foreclosed on or collected upon in the same manner as a mortgage lien.

- B. Developer voting rights and assessment obligations. The Developer shall be a member of the Homeowners' Association and shall have all the voting rights until the Developer sells all of its lots within the Development. The Developers' Assessment obligations are equal to the Developer's prorata ownership share of the lots in the Development that have received final plat approval.
- C. By-laws. The Homeowners' Association code of regulations or by-laws will be provided to each original lot owner upon request prior to closing on the purchase of such lot. Each owner of a lot in the Development shall be a Member of the Association as set forth in the by-laws and shall be subject to the by-laws of the Homeowners' Association.
- D. Insurance. The Homeowners' Association may carry liability insurance coverage for any areas it is responsible for maintaining. The owners of the lots shall maintain separate liability insurance coverage.
- E. Enforcement. Subject to the Developer's right to amend, modify, or grant variance from the covenants, any restriction, covenant and condition contained in this instrument may be enforced against any violation thereof by the Owners of any lots, the Developer, the Homeowners' Association, or any present or future owner(s) of any lot within Marsh Ridge by any proper, legal or equitable proceedings, the same being for the benefit of all present and future owners of the lots within Marsh Ridge.
- G. Transfer of Control. After the Developer has sold the last lot in the development, the Homeowners' Association will have the right to exercise all powers conferred on the Developer by these restrictions, covenants, and conditions, including, but not limited to, the right of the Developer with respect to the review of the building sites and building structures as set forth herein and shall have such rights to conduct such other activities as is commonly performed by homeowners' associations.

WITNESSES:

BLOSSER FARMS DEVELOPMENT COMPANY, LLC

Heidi McHenry
Witness No. 1 Signature

By: Michael P. O'Hara
Michael P. O'Hara, its Manager

Heidi McHenry
Witness No. 1 Print Name Here

Joyce A. Feinman
Witness No. 2 Signature

Joyce A. Feinman
Witness No. 2 Print Name Here

STATE OF OHIO)
) ss.
Wayne COUNTY)

Before me, a Notary Public, in and for said state, personally appeared Blosser Farms Development Company, LLC by the above named MICHAEL P. O'HARA., its manager, within the Township of Chippewa, State of Ohio, who acknowledge that he did sign the foregoing Declaration of Restrictions and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 2nd day of February, 2004.



Joyce A. Feinman
Notary Public

JOYCE A. FEINMAN
Notary Public, State of Ohio
My Commission Expires April 3, 2006

Prepared by
Jeffrey T. Witschey
200400170937
Filed for Record in
WAYNE COUNTY RECORDER **NOTATED**
JANE CARMICHAEL
02-05-2004 At 02:39 pm.
RESTRICTION 208.00
OR Book 465 Page 649 - 672

200400170937
BOND & ASSOCIATES
PICK UP

Legal Description

Instrument
200400170937

Situated in the City of Orrville, County of Wayne and State of Ohio:
And known as being all of Lots Nos. #3487 thru #3530, including but not limited to
the original 27.022 acres allotted and known now as the Marsh Ridge Phase 1 as
recorded in Plat Volume 26, Page 409 of the Wayne County Plat Records.

Exhibit A



Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Expedite this Form: (Select One)

Mail Form to one of the Following:

- Yes PO Box 1390
Columbus, OH 43216
*** Requires an additional fee of \$100 ***
- No PO Box 670
Columbus, OH 43216

www.state.oh.us/sos
e-mail: busserv@sos.state.oh.us

00465 PAGE 0659

INITIAL ARTICLES OF INCORPORATION

(For Domestic Profit or Non-Profit)
Filing Fee \$125.00

Instrument
200400170937

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

CHECK ONLY ONE (1) BOX

| | | |
|---|---|---|
| <input checked="" type="checkbox"/> Articles of Incorporation Profit (113-ARF) ORC 1701 | <input checked="" type="checkbox"/> Articles of Incorporation Non-Profit (114-ARN) ORC 1702 | <input type="checkbox"/> Articles of Incorporation Professional (170-ARP) Profession _____ ORC 1785 |
|---|---|---|

Complete the general information in this section for the box checked above.

Name of Corporation Marsh Ridge Homeowners' Association, Inc.

Location Doylestown Wayne
(City) (County)

Check here if additional provisions are attached

Complete the information in this section if box (2) or (3) is checked. Completing this section is optional if box (1) is checked.

Purpose for which corporation is formed

See addendum

Complete the information in this section if box (1) or (3) is checked.

The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any)

| | | | |
|-----------------------------------|-----------------------|--------------|-------------------|
| (Refer to instructions if needed) | _____ (No. of Shares) | _____ (Type) | _____ (Par Value) |
|-----------------------------------|-----------------------|--------------|-------------------|

Exhibit B

Complete the information in this section if box (2) is checked.

The following are the names and addresses of the individuals who are to serve as initial Directors. (optional)

(Name) _____

(Street) _____ NOTE: P.O. Box Addresses are NOT acceptable.

(City) _____ (State) _____ (Zip Code) _____

(Name) _____

(Street) _____ NOTE: P.O. Box Addresses are NOT acceptable.

(City) _____ (State) _____ (Zip Code) _____

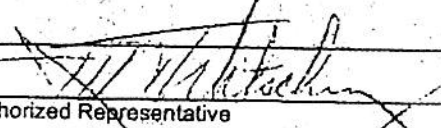
(Name) _____

(Street) _____ NOTE: P.O. Box Addresses are NOT acceptable.

(City) _____ (State) _____ (Zip Code) _____

OR 0469 PAGE 0680

Must be authenticated by an authorized representative


Authorized Representative

1-17-07
Date

Jeffrey T. Witzel
Print Name

Authorized Representative

Date

Print Name

Authorized Representative

Date

Print Name

Complete the information in this section if box (1) (2) or (3) is checked.

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of Marsh Ridge Homeowners' Association, Inc. hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is

Jeffrey T. Witschey
(Name)

300 N. Cleveland-Massillon Road, Suite 104
(Street) **NOTE: P.O. Box Addresses are NOT acceptable.**

Akron _____, Ohio _____ 44333
(City) (Zip Code)

Must be authenticated by an authorized representative

[Signature]
Authorized Representative

1-19-04
Date

Authorized Representative

Date

Authorized Representative

Date

ACCEPTANCE OF APPOINTMENT

The Undersigned, Jeffrey T. Witschey, named herein as the
Statutory agent for, Marsh Ridge Homeowners' Association, Inc.
hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature: [Signature]
(Statutory Agent)

OR 0468 PAGE 0681

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

cl.blosser.decl.art-1
LH

**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
200400170937**

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.