



KAMAN & CUSIMANO LLC

ATTORNEYS AT LAW

Jeffrey E. Kaman, Esq., Partner
jkaman@kamancus.com
614-882-3100

8101 North High Street, Suite 370
Columbus, Ohio 43235
Fax: 614-882-3800

August 23, 2018

Slate Ridge Estates HOA
c/o Sherry Baughman, President
1199 Pheasant Run Place
Canal Winchester, Ohio 43110

Re: Occupancy Restriction, Indemnification, Notices,
Annual Meeting, and Quorum Amendments

Dear Ms. Baughman:

Enclosed, please find the *original*, fully executed and recorded Amendments to the Plat Maps, Warranty Deed, and Bylaws of Slate Ridge Estates Property Owners Association. The Amendments were filed with the Fairfield County Recorder's Office on August 13, 2018, at OR Book 1772, Page 1072 et seq. and became binding and effective on the date they were filed. Please keep the original Amendments in the Association's *permanent* file.

The entire document must be copied and delivered to every owner, including the Board members.

Please include with the Amendments a cover letter to each owner that advises them that the Amendments should be filed with their copy of the Plat Maps, Warranty Deed, and Bylaws and that they must pass the documents on to any future buyer of their home.

The cover letter should also advise owners that:

- (1) Sexual offenders for whom the County Sheriff must provide notice are now prohibited from living or residing on the property. Pursuant to Ohio Revised Code Section 2950.11, the sheriff must notify either the individual owners or the Association of a Tier III sexual offender. If the Association receives such notification, the Association must photocopy the notice and distribute it to all Association's residents. Informing the residents of the presence of a Tier III sexual offender allows them to take individual precautions they deem

Know all Men by these Presents

That Price Development Corporation, an Ohio Corporation

of Fairfield County, State of Ohio, for valuable consideration paid, grant
with general warranty covenants, to Lonnie R. Price, Trustee

whose tax mailing address is 512 N. Wooster Way
Lancaster, OH 43130

the following real property:

See Exhibit A attached hereto and incorporated herein.

47736

RECEIVED IN FAIRFIELD COUNTY, OHIO
AT 3:01 O'CLOCK P. M.
RECORDED JAN 22 1993
RECORD BOOK 12610 PAGE 29

JAN 22 1993

Gore Wood
RECORDED FAIRFIELD COUNTY, OHIO

REAL ESTATE CONVEYANCE

TRANSFERRED

Fee \$ _____

Exempt # EX M

JAN 22 1993

James P. Reid

James P. Reid
County Auditor, Fairfield County, Ohio

Auditor, Fairfield County, Ohio

Prior Instrument Reference: Volume 587, Page 423
~~with the hand of the grantor, releases all rights of dower therein~~

Witness its hand this 30th day of December,

19 9 2

Signed and acknowledged in presence of

Ray R. Michalski
Ray R. Michalski

Janice L. Van Horn
Janice L. Van Horn

PRICE DEVELOPMENT CORPORATION

By: *Lonnie R. Price*
Lonnie R. Price, President

State of Ohio, } ss. Before me, a Notary Public
Fairfield County, } in and for said County and State, personally appeared the above named

PRICE DEVELOPMENT CORPORATION, by Lonnie R. Price, its President
who acknowledged that he did sign the foregoing instrument and that the same is his free
act and deed, and the free act and deed of the Corporation.

In Testimony Whereof, I have hereunto set my hand
and official seal, at Lancaster, Ohio
this 30th day of December A. D. 1993



RAYMOND R. MICHALSKI
ATTORNEY AT LAW
Notary Public, State of Ohio
LIFETIME COMMISSION

Ray R. Michalski
Notary Public - State of Ohio.

This instrument prepared by Ray R. Michalski, Attorney at Law, DAGGER, JOHNSTON,
MILLER, OGILVIE & HAMPSON, 144 E. Main Street, Lancaster, OH 43130.

See
DB
Cell-565

EXHIBIT A

Situate in the State of Ohio, County of Fairfield, Township of Bloom, Section 30, T-14, R-20, being a part of the Southeast and Southwest Quarters of said Section 30, and being a part of the land described in D.B. 455, Pg. 3, of the Fairfield County Recorder's Office, and being more particularly described as follows:

Commencing at a spike found in Marcy Road at the Southeast corner of Section 30;

THENCE North 89 degrees 01 minutes and 18 seconds West, along the South line of Section 30, and Marcy Road distance of 1100.00 feet to a spike set, the TRUE POINT OF BEGINNING for the herein described tract;

THENCE North 89 degrees 01 minutes 18 seconds West for a distance of 1901.87 feet to a spike found at the southeast corner of a 5.028 acre parcel owned by W. & D. May (D.B. 543, Pg. 250);

THENCE North 01 degrees 12 minutes 25 seconds East leaving said Marcy Road and said South line of Section 30, and along the easterly line of the Day parcel for a distance of 730.00 feet to an iron pipe found at the Northeast corner of the Day parcel;

THENCE North 89 degrees 01 minutes 18 seconds West, along the northerly line of the Day parcel and the Harshbarger parcel (D.B. 543, Pg. 296) for a distance of 600.00 feet to an iron pipe found at the northwest corner of the Harshbarger parcel, said point being in the easterly line of the Smith parcel (D.B. 518, Pg. 706);

THENCE North 01 degrees 12 minutes 25 seconds East along a fence along the easterly lines of the Smith, Lamp (D.B. 483, Pg. 441), and Kessler (D.B. 574, Pg. 319) parcels, for a distance of 1998.06 feet to an iron pipe found at a fence post at the northeast corner of the R.&M. Kessler parcel (D.B. 574, Pg. 319), said pipe being in the southerly line of the T.&P. Reynolds parcel;

THENCE South 88 degrees 42 minutes 15 seconds East, along a fence along the southerly lines of the Reynolds parcel, Glen Meadow Estates Subdivision, and Moorehart (D.B. 297, Pg. 297) for a distance of 3584.74 feet to an old fence post found at the northeast corner of the R.&M. Kessler parcel (D.B. 574, Pg. 319), said pipe being in the southerly line of the T.&P. Reynolds parcel;

THENCE South 00 degrees 50 minutes 42 seconds West, along a fence along the westerly lines of Moorehart and Stevens (D.B. 532, Pg. 626), and the east line of Section 30, for a distance of 1608.19 feet to a 3/4" iron pipe with plastic identification cap set;

THENCE North 89 degrees 01 minutes 18 seconds West, leaving said east line, parallel to the south line of Section 30, for a distance of 1100.00 feet to a 3/4" iron pipe with plastic identification cap set;

DESCRIPTION REVIEWED AND APPROVED
FOR TRANSFER ONLY, FAIRFIELD COUNTY
AUCTION TAX MAPS

By John J. O'Neil Date 1-31-93
9-01969-10

THENCE South 00 degrees 50 minutes 42 seconds West, parallel to the East line of Section 30, for a distance of 1100.00 feet to the POINT OF BEGINNING.

Said property contains 186.3855 acres more or less.

The above-described property includes that portion thereof that has heretofore been platted as Slate Ridge Estates, Section 1 as shown on the plat of record in Plat Cabinet 1, Slot 128, Recorder's Office of Fairfield County, Ohio and this deed is intended to transfer all of such platted property as part of this conveyance, which is more particularly described as follows, to wit:

Situated in the Township of Bloom, County of Fairfield, and State of Ohio:

Being part of the southeast quarter of Section 30 and being Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 and 30 of Slate Ridge Estates Section 1 as the same is numbered and delineated on the plat of record in Plat Cabinet 1, Slot 128, Recorder's Office, Fairfield County, Ohio.

The above described property is to form a platted subdivision containing a total of 81 single family residential lots. In pursuance of a general plan for the protection, benefit and mutual advantage of all the property hereinabove described and all of the persons who may now or hereafter become owners of any part of said property, and as part of the consideration for this conveyance, the Grantee accepts the same subject to the following restrictions, covenants, conditions, and applicable easements, which shall run with the land:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not exceeding two and one-half stories, together with an attached private garage for not less than two cars. Detached out-buildings will be permitted as long as they are constructed on the rear of the lot, face the front line of the lot, and are built out of the same materials as the dwelling. Tennis courts and swimming pools may also be constructed on the rear of the lot, facing the front line of the lot. No swimming pool may be installed above the grade level of the lot upon which it is to be located.

2. No excavation, building or other structure or thing (including, but not limited to, fences, television antennae or satellite dishes, mail boxes, outdoor lighting, and propane tanks) shall be commenced, erected, installed, used or maintained on any lot, nor shall any addition, change or alteration to any structure or thing on any lot be made until a complete set of plans and specifications including location, elevations, slopes, and grades have been submitted to and approved in writing by the Grantor or

its designee. Grantor, or its designee, has the right to refuse the design, materials, size, color, or location for any structure or thing if the Grantor, or its designee, determines that the same will not be architecturally or aesthetically consistent with the other buildings, structures or things in the subdivision. In the event the Grantor, or its designee, fails to approve or disapprove any such plans and specifications within thirty (30) days after those items have been submitted for approval, the same shall be deemed approved.

3. One story dwellings shall have a minimum of 1,800 square feet of finished floor area. Any two-story dwelling shall have a minimum of 1,200 square feet of finished ground floor area and a minimum of 2,200 square feet of total finished floor area on both floors. One and one-half story dwellings shall have a minimum of 2,200 square feet of total finished floor area. Bi-level and split-level dwellings shall have a minimum of 1,800 square feet of finished floor area above grade and a minimum of 2,200 square feet of total finished floor area. The above square footage requirements refer to heated, liveable areas, exclusive of basements, porches and garages. All attached garages, as required hereunder, shall have a minimum of 576 square feet.

4. Prior to any construction in which earth will be moved or disturbed on any lot, sediment barriers and erosion control practices as prescribed by the local office of the United States Department of Agriculture Soil Conservation Service must be installed and followed around the perimeter of the construction area and across all swales and along all waterways in order to prevent siltation damage to adjoining properties or easements. Additionally, in the event that any existing drainage tiles are damaged or disturbed during the construction process on any lot, such drainage tiles shall be professionally repaired or rerouted in a reasonable manner so that the drainage of adjoining tracts is not disturbed. Each lot owner must maintain, repair, or replace that portion of any drainage tile lines that cross such owner's lot, unless those lines are otherwise covered by the drainage district hereinafter referred to, in which event the maintenance, repair, or replacement of such tiles shall be governed by the rules and regulations governing such district.

5. All lots in the subdivision shall be part of a drainage district for the maintenance, repair and replacement of the drainage/storm sewer system serving the subdivision. Each lot owner shall be assessed in accordance with the rules and regulations governing such district for the inspection, maintenance, repair and replacement of such drainage/storm sewer system.

6. Prior to or at the time of the purchase of any lot, each purchaser shall receive a copy of the "Well Construction Facts for Slate Ridge Estates Development" prepared by the Grantor, a copy of which is attached hereto and is incorporated herein by reference as

if fully set forth. Such fact sheet shall be delivered by the purchaser to the well driller selected by the lot owner prior to the drilling of any water well on any lot. Within 10 calendar days after the water well for the residence is drilled on any lot, the owner shall provide to the Grantor, or its designee, with a copy of the well driller's log and the results of any production test, which is to be performed to determine the specific capacity of the well. Such log must also be filed by the proper party with the proper agency of the State of Ohio. The copies of such log and test results are to be delivered to the Grantor, or its designee, at such address or addresses as the Grantor, or its designee, may hereafter indicate.

7. All construction on any lot shall be by conventional methods, using normally accepted building methods and materials (all exterior construction materials shall be new), and no prefabricated house, prefabricated outbuilding, mobile home, modular home, or house trailer shall be erected or maintained on any lot.

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently. No dwelling, and its attached garage, shall be occupied until the same shall have been substantially completed (including final grading and landscaping of the lot upon which such dwelling, and its attached garage, are constructed) as shown by the issuance of a final inspection certificate issued by the Grantor or its designee. In the event the Grantor, or its designee, fails to issue such a certificate within seven (7) days after the same has been requested, the same shall be deemed issued.

9. Any dwelling, and its attached garage, shall be substantially completed (as hereinabove provided) within one-year from the date the same shall have been commenced.

10. No structure shall be located on any lot nearer to the front lot line or nearer to a side street than the minimum building set back lines shown on the recorded subdivision plat. No structures of any nature whatsoever shall be constructed within the boundaries of any utility or drainage easements shown on the recorded subdivision plat.

11. Notwithstanding any other provision hereof, before construction is commenced, the location of the dwelling, driveway, on-site sanitary disposal system, and residential water well shall be approved by the Fairfield County District Board of Health, or other appropriate county or township authority. All on-site sanitary disposal systems shall be designed by a professional engineer. Prior to installation of any on-site sanitary disposal system on any lot, the engineer's plans for such system shall be submitted to and approved by the Fairfield County District Board of Health. All on-site sanitary systems in operation on any lot,

including any perimeter drains installed and used in connection with such on-site sanitary systems, shall be inspected annually by the Grantor or its designee. Such inspections shall be undertaken by an individual satisfactory to the Fairfield County District Board of Health. An easement is hereby reserved in favor of the Grantor or its designee to enter in and upon any lot to undertake such annual inspections. Copies of the results of such inspections, shall be delivered to the Fairfield County District Board of Health. Each lot owner shall be assessed a fee, as hereinafter provided, to cover the expense of such inspections. To the extent that such inspections show any deficiencies in the on-site sanitary system on any lot, in accordance with the rules and regulations of the Fairfield County District Board of Health, the owner of such lot shall bear the entire expense of remedying such defects.

12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any parcel, except that cats, dogs or other household pets may be kept. Additionally, horses or ponies may be kept on any lot, so long as no more than one horse or pony per acre of pasture land on such lot may be kept on such lot. No animals may be kept, bred or maintained for commercial purposes or in such a manner as to become an annoyance or nuisance to the neighborhood. All animals that are kept on any lot shall be confined or restrained to prevent their trespass onto other lots in the subdivision.

13. The size and type of driveway drainage structure shall be determined by the Grantor, or its designee, and shall at least meet the specifications shown on "Exhibit B" attached hereto and incorporated herein by reference as if fully set forth. Except for the installation of the driveway drainage structure, the roadside ditches shall not be enclosed. No vehicles shall be driven across the roadside ditches abutting any lot, except over and across such driveway drainage structure after it is completely installed.

14. No hedge, tree or shrub lines shall be placed on any lot that obstructs the view of traffic approaching any street or road intersection within or surrounding the area affected hereby. The same sight-line limitations shall apply to plantings near points where a driveway enters a street or road.

15. No utility or pleasure vehicle or equipment, including mowers, tractors, and other lawn or garden equipment, campers, boats, boat trailers, house trailers or other pleasure vehicles, shall be stored or parked on any lot for a period in excess of seven (7) consecutive days unless it is entirely within the garage or other enclosed area attached to the dwelling and designed expressly for such purpose. No inoperable vehicle of any kind whatsoever shall be stored or parked on any lot for a period in excess of seven (7) consecutive days except entirely within the garage or other enclosed area attached to the dwelling and designed expressly for such purpose. No semi-tractors or semi-trailers or other commercial vehicles (except for pickup trucks and vans) may

be parked on any lot. No vehicle repair work shall be undertaken on any lot except in the garage or other enclosed area attached to the dwelling and designed expressly for such purpose. No motorcycle, motorbike, dirt bike, go cart, snowmobile, or similar vehicle, shall be operated on any lot.

16. No obnoxious or offensive activity shall be permitted on any parcel, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

17. No lot shall be used or maintained as a dumping ground. Trash, garbage, rubbish, garden waste, prunings, or other waste shall not be kept except in sanitary containers for collection that shall be stored within a structure or concealed by landscaping or other materials, either of which provide a year round visual screen for such containers from neighboring streets or properties, as approved by the Grantor or its designee. All equipment for the storage or disposal of such material shall be kept clean and sanitary. Each lot owner shall arrange for trash to be collected and removed on a weekly basis. Trash containers may be placed in an open area to facilitate collection and removal of trash for a period not to exceed twelve (12) hours prior to pick-up.

18. All trees, shrubs, grass and plantings of every kind on any lot shall be kept well maintained, properly cultivated and free of trash and unsightly material. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain anywhere on any lot and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. All vacant lots must be mowed at least two (2) times each year, namely: once in June and once in October.

19. No lot and no dwelling or other improvement on any lot shall be permitted to become overgrown, unsightly or to fall into disrepair and all dwellings and improvements shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the Grantor or its designee. Each lot owner, for himself and his successors and assigns, hereby grants to the Grantor or its designee, the right to make any necessary alterations, repairs or maintenance to carry out the intent of this provision and hereby further agrees to reimburse the Grantor or its designee for any expenses actually incurred in carrying out the foregoing.

20. No billboards, signs or advertising device of any kind shall be erected, placed or suffered to remain on said premises, except for one sign of not more than five square feet advertising the property for sale or rent and promotional signs used by a builder during the construction period.

21. No later than upon the sale of all of the 81 lots in the subdivision, Grantor shall cause a resident owners Association to be formed for the purpose of enforcing the restrictions set forth

in this deed and managing the affairs of the residents of Slate Ridge Estates Subdivision as the Grantor's designee and in accordance with the bylaws governing the activities of the Association. Such responsibilities of the Association shall include, but not be limited to, the maintenance of the entrance monuments and the landscaping surrounding the same and the maintenance of and payment of taxes relating to any platted recreational area. All of the owners of the lots in the Slate Ridge Estates Subdivision shall be members of the Association, which shall be an Ohio non-profit corporation. Prior to the formation of the Association, Grantor shall have the responsibilities of the Association. In order to carry out the purposes described herein, Grantor (until the Association is formed) and the association (after it is formed) shall have the right to assess the owner of each lot, other than the Grantor, or the Grantee herein, an annual assessment of \$60.00, which amount may be adjusted by the Grantor (prior to the formation of the Association) in accordance with the by-laws of the Association. By accepting a deed, each lot owner agrees to pay such annual assessment. If any assessment remains unpaid for thirty (30) days after demand for payment is made, Grantor or the Association, may file a certificate with the Recorder of Fairfield County, Ohio, setting forth a amount to such assessment and the lot or lots to which it pertains. Such amount shall be a lien against said lot or lots from the date of the filing of the certificate. Upon a written request therefor, Grantor, or its designee, shall provide the owner of any lot with a certification of the amount of the assessments, if any, due and payable in regard to such lot. If Grantor, or its designee, fails to provide such certification within seven (7) days of such written request, it shall be conclusively presumed that such assessments are paid in full through the date of such request.

22. The Grantee, or the heirs and assigns of the Grantee, shall not convey or otherwise alienate said premises or any part thereof, or interest therein, unless such instrument of conveyance shall expressly provide that the person or persons receiving the same shall accept and be bound by the terms and obligations herein expressed.

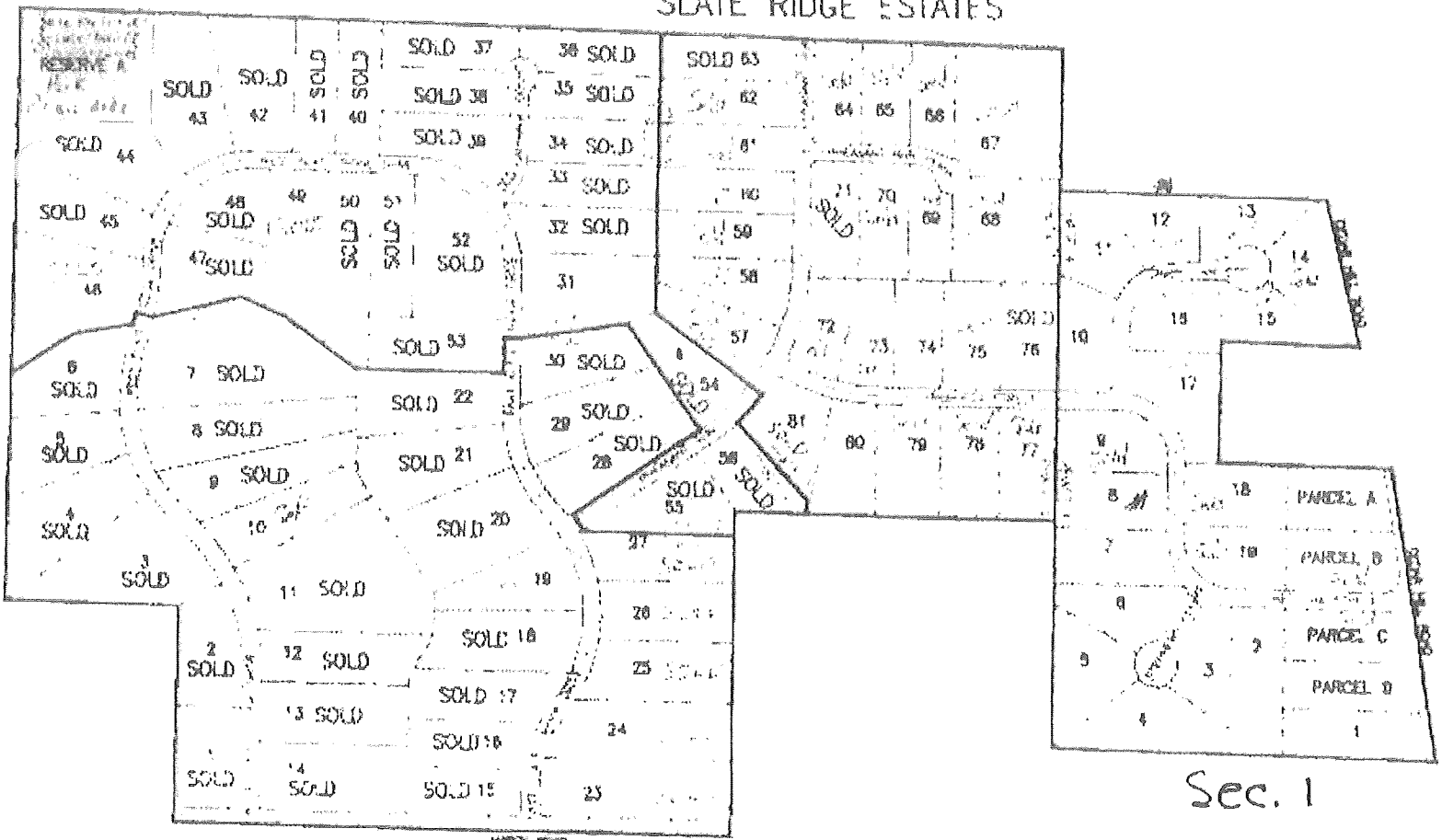
23. These covenants shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date hereof, after which time, said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the Association, in accordance with its by-laws, has been recorded changing said covenants in whole or in part. At or before the time of such conveyance, the person or persons receiving the instrument of conveyance shall receive from the party making such conveyance a copy of these restrictions and the by-laws of the Association, if it has been formed at the time of such conveyance.

24. Enforcement of these restrictions may be by proceedings

64
at law or in equity or both, brought by an owner or other party in interest, including the Grantor, or its designee, against any person violating or attempting or threatening to violate any restrictions, and may include an action for damages, or to restrain violation, or enforce compliance, or any of them. No failure to object to any violation of any restrictions or to enforce any restriction shall be considered a waiver of the right to do so thereafter, either as to the same or subsequent violations. Any party bringing an action to enforce these restrictions, either in law or in equity, may recover his, her or their reasonable costs in doing so, including reasonable attorneys fees.

25. Invalidation of any of these restrictions by the judgment or decree of any court shall not affect the other restrictions, which shall remain in full force and effect.

SLATE RIDGE ESTATES



Sec. 1

**TRANSFER
NOT NECESSARY**

APR 03 2017

County Auditor, Fairfield County, Ohio

RECORDING OF

BYLAWS

(CODE OF REGULATIONS)

OF

SLATE RIDGE ESTATES PROPERTY OWNERS ASSOCIATION, INC.

201700005941
Filed for Record in
FAIRFIELD COUNTY, OH
GENE MOORE, COUNTY RECORDER
04 03 2017 09:15:34 AM
FEE: \$10.00
OR Book 1735 Page 498 502

PLEASE CROSS MARGINAL REFERENCE WITH THE WARRANTY DEED
RECORDED AT VOLUME 610, PAGE 89 ET SEQ., THE PLAT MAP FOR
SECTION 1 RECORDED AT PLAT CABINET 1, SLOT 128 ET SEQ., THE PLAT
MAP FOR SECTION 2 RECORDED AT PLAT CABINET 1, SLOT 143 ET SEQ.,
THE PLAT MAP FOR SECTION 3 RECORDED AT PLAT CABINET 1, SLOT
161 ET SEQ., AND THE PLAT MAP FOR SECTION 4 RECORDED AT PLAT
CABINET 1, SLOT 167 ET SEQ. OF THE FAIRFIELD COUNTY RECORDS.

BYLAWS
(CODE OF REGULATIONS)
OF
SLATE RIDGE ESTATES PROPERTY OWNERS ASSOCIATION, INC.

WHEREAS, the Slate Ridge Estates Property Owners Association, Inc. ("Association") was created about January 12, 1996, in conjunction with the filing of its Articles of Incorporation with the Ohio Secretary of State's Office; and

WHEREAS, the Association's principal purpose is to maintain and operate the Slate Ridge Estates development located in Canal Winchester, Ohio, pursuant to the terms and provisions of the Warranty Deed recorded at Volume 610, Page 89 et seq., the Plat Map for Section 1 recorded at Plat cabinet 1, slot 128 et seq., the Plat Map for Section 2 recorded at Plat cabinet 1, slot 143 et seq., the Plat Map for Section 3 recorded at Plat cabinet 1, slot 161 et seq., and the Plat Map for Section 4 recorded at Plat cabinet 1, slot 167 et seq., of the Fairfield County Records; and

WHEREAS, upon the filing of the Articles of Incorporation, the Grantor created and adopted the Bylaws of Slate Ridge Estates Property Owners Association, Inc. (the "Bylaws") for conducting the Association's affairs, but did not file the Bylaws for record with the Fairfield County Records; and

WHEREAS, Ohio Revised Code Section 5312.02 of the Ohio Planned Community Act requires a copy of the Bylaws to be filed and recorded with the County Recorder, and

NOW THEREFORE, the Bylaws of Slate Ridge Estates Property Owners Association, Inc. as adopted by the Grantor are attached to and made a part of the Declaration and set forth as attached.

To bring the Association's governing documents in compliance with Section 5312.02, the Board of Directors, on behalf of the Association, approved the attached Bylaws to be filed and recorded with the Fairfield County Recorder's Office.

The Slate Ridge Estates Property Owners Association, Inc. has caused the execution of this instrument this 6th day of March, 2017.

SLATE RIDGE ESTATES PROPERTY OWNERS ASSOCIATION, INC.

By: Sherry Baughman
SHERRY BAUGHMAN, its President

By: Sandy Reed
SANDY REED, its Secretary

STATE OF OHIO)
COUNTY OF Fairfield) SS

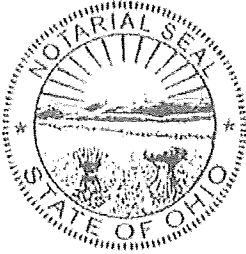
BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Slate Ridge Estates Property Owners Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of them personally and as such officer.

6th I have set my hand and official seal in Canal Winchester Ohio, this day of March, 2017.

Magdalena E. Myers
NOTARY PUBLIC

This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorneys at Law
OfficePointe at Polaris
470 Olde Worthington Road, Suite 460
Columbus, Ohio 43082
(614) 882-3100
ohiohoalaw.com

Please place notary stamp/seal here:



MAGDALENA E. MYERS, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

BY-LAWS

(Code of Regulations)

OF

SLATE RIDGE ESTATES PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the Association is Slate Ridge Estates Property Owners Association, Inc. ("the Association"), which corporation, not-for-profit, is created pursuant to the provisions of Chapter 1701 of the Revised Code of Ohio. The principal office of the Association shall be as set forth in its Articles of Incorporation, ("the Articles"), and the place of meetings of property owners (Members) and of the Trustees of the Association shall be at such place in Fairfield County, Ohio, as the Board of Trustees ("the Board"), may from time to time designate.

ARTICLE II

PROPERTY OWNERS (MEMBERS)

Section 1. Composition. Each Property Owner, as defined herein, is a Member of the Association. "Property Owner" and "Property Owners" means that person or those persons owning a fee simple interest in any lot in any Phase of Slate Ridge Estates, a residential subdivision in Section 30, Bloom Township, Fairfield County, Ohio, as now or hereafter constituted. "Person" means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

Section 2. Annual Meeting. Regular annual meetings of the Members shall be held in the first calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board.

Section 3. Special Meetings. Special meetings of the Members may be called at any time by the President, by the Board, or by written request to the Board by Members entitled to exercise a majority or more of the voting power of Members.

Section 4. Notice of Meetings. Written notice of each meeting of Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such a notice, postage prepaid, at least ten (10) days before such meeting, to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by each Member to the Association for the purpose of notice, or by leaving a copy of that notice at such address with some person of suitable age and discretion then residing therein at least ten (10) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum. A majority of the Members entitled to vote, either personally or by proxy, shall constitute a quorum for conducting business at such meeting.

Section 6. Proxies. At any meeting of Members, a Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by a Member of his, her or its Lot.

Section 7. Voting Rights. Each Lot in any Phase of Slate Ridge Estates, as now or hereafter constituted, shall be entitled to two (2) votes no matter how many persons own an undivided fee simple interest therein. The co-owners of any Lot shall indicate in a writing signed by all of the Property Owners of such Lot for the records of the Association which of them shall act as the voting Members. Such designation shall remain in full force and effect until superseded by a similar written designation expressly revoking the prior designation and making a new designation.

Section 8. Voting Power Except as otherwise provided for herein or by law, a majority of the voting power of Members present, either personally or by proxy, at a regular or special meeting at which there is a quorum shall be sufficient to determine any matter properly before the Members at such meeting. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of Members except as otherwise specifically provided for herein or by law.

Section 9. Action in Writing Without Meeting. Any action that could be taken by Members at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Members having not less than a majority of the voting power of Members, or such greater proportion of the voting power as may be required under the terms hereof or by law.

ARTICLE III

BOARD OF TRUSTEES

Section 1. Initial Trustees. The initial trustees shall be those three (3) persons named as the initial Trustees in the Articles. The initial Trustees shall serve until the first regularly scheduled meeting of the Members called pursuant to the terms hereof.

Section 2. Successor Trustees. The Board shall consist of seven (7) members. One (1) member of the Board shall be appointed by Price Development Corporation, until such time as all of the Lots in Slate Ridge Estates have been sold, or until such time as Price Development Corporation shall waive in writing the right to do so, whichever shall occur first. Any Trustee appointed by Price Development Corporation shall serve a term of three (3) years. The remaining six (6) Trustees shall be elected at the annual meeting of the Members. At the first annual meeting of the Members, two (2) of the Trustees shall be elected for a term of one (1) year, two (2) of the Trustees shall be elected for a term of two (2) years and two (2) of the Trustees shall be elected for a term of three (3) years. Thereafter, each successor Trustee shall be elected for a term of three (3) years. Only one member per lot may serve on the board at any given time.

Section 3. Removal. Any Trustee may be removed from the Board with or without cause, by a majority vote of the voting Members. In the event of the death, resignation or removal of a Trustee that Trustee's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Members, when a Trustee shall be elected to complete the term of such deceased, resigned or removed Trustee. In the event in which the voting members of the association vote to remove the Trustee appointed by Price Development Corporation, Price Development Corporation may appoint a replacement Trustee to finish out the term of the Price Development Corporation appointed Trustee.

At the time that Price Development Corporation is no longer entitled to appoint a Trustee in accordance with the terms hereof, the Trustee last appointed by Price Development Corporation shall continue in office until the end of his or her term, at which time a new Trustee shall be elected for a term of three (3) years in accordance with the provisions hereof. Should such Trustee become deceased or resign before the end of his or her term that Trustee's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Members, when a Trustee shall be elected to complete the term of such deceased or resigned Trustee.

Section 4. Nomination. Nominations for the election of Trustees shall be made in writing by a Member, which writing shall be delivered to the principal office of the Association, not later than thirty (30) days prior to the annual meeting of the Members. There shall be no nominations for the election of Trustees from the floor at any meeting.

Section 5. Election. Election to the Board by the voting Members shall be by oral or written ballot. At such elections, the voting Members or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions hereof. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 6. Compensation. Unless otherwise determined by the voting Members at a meeting duly called and noticed for such purpose, no Trustee shall receive compensation for any service rendered to the Association as a Trustee. However, any Trustee may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 7. Regular Meetings. Regular meetings of the Board shall be held no less than quarterly, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

Section 8. Special Meetings. Special meetings of the Board shall be held when called by the President of the Board, or by any two Trustees, after not less than three days' notice to each Trustee.

Section 9. Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of Trustees entitled to cast a majority of the voting power of Trustees shall constitute a quorum for such meeting.

Section 10. Voting Power. Except as otherwise provided for herein or by law, a majority of the voting power of Trustees present, either personally or by proxy, at a regular or special meeting at which there is a quorum shall be sufficient to determine any matter properly before the Trustees at such meeting.

Section 11. Action in Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in writing or writings, of all of the Trustees.

Section 12. Powers. The Board shall exercise all powers and authority that are not specifically and exclusively reserved to the Members by law or by other provisions hereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- (a) take all actions deemed necessary or desirable to comply with all requirements of law;
- (b) enforce the covenants, conditions and restrictions affecting Slate Ridge Estates as now or hereafter in effect;
- (c) repair, maintain and improve all common areas;
- (d) establish, enforce, levy and collect assessments as provided in the covenants,

conditions and restrictions affecting Slate Ridge Estates as now or hereafter in effect, which covenants, conditions and restrictions exempt the Lots owned by Price Development Corporation or Frank Stephens from the payment of such assessments;

(e) adopt and publish rules and regulations governing the use of the common areas and the personal conduct of Members and their guests thereon, and establish penalties for the infraction thereof;

(f) suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations);

(g) declare the office of a member of the Board to be vacant in the event such Trustee shall be absent from three consecutive regular meetings of the Board without approval by the Board; and

(h) do all things and take all actions permitted to be taken by the Members, by law, or by the covenants, conditions and restrictions affecting Slate Ridge Estates as now or hereafter in effect and which are not specifically reserved thereby to others.

Section 13. Duties. It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at each annual meeting of Members, or at any special meeting when such statement is requested in writing by Members representing a majority or more of the voting Members;

(b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;

(c) as more fully provided in the covenants, conditions and restrictions affecting Slate Ridge Estates as now or hereafter in effect (which covenants, conditions and restrictions exempt the Lots owned by Price Development Corporation or Frank Stephens from the payment of such assessments), to:

(i) fix the amount of assessments against each Lot;

(ii) give written notice of each assessment to every Member subject thereto; and

(iii) foreclose the lien against any property for which assessments are not paid within a reasonable time or bring an action at law against the Member(s) personally obligated to pay the same, or both;

(d) issue, or to cause an appropriate representative to issue, upon demand, by any person authorized by a Member, a certificate setting forth whether or not any assessment has been

paid in regard to that Member's Lot;

(e) procure and maintain insurance as the Board deems advisable;

(f) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the covenants, conditions and restrictions affecting Slate Ridge Estates as now or hereafter in effect or as otherwise provided for herein;

(g) cause the covenants, conditions and restrictions affecting Slate Ridge Estates as now or hereafter in effect to be enforced; and

(h) take all other actions required to comply with all requirements of law and the covenants, conditions and restrictions affecting Slate Ridge Estates as now or hereafter in effect.

ARTICLE IV

OFFICERS

Section 1. Enumeration of Offices. The officers of this Association shall be a President, a Vice-President, a Secretary, a Treasurer and such other officers as the Board may from time to time determine. The same person may hold the offices of Secretary and Treasurer and all officers must be Trustees.

Section 2. Selection and Term. Except as otherwise specifically provided for herein or by law, the officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

Section 3. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

- (a) President. The President shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.
- (b) Vice-President. In the absence or disability of the President, the Vice-President shall perform all the duties of the President, and when so acting shall have

all the powers of; and be subject to all restrictions on the President. The Vice-President shall have such other powers and perform such other duties as the Board may from time to time prescribe.

- (c) Secretary. The Secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Members, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the names of Members of the Association together with their addresses.
- (d) Treasurer. The Treasurer shall assume responsibility for the receipt and deposit in appropriate bank accounts for all monies of the Association, the disbursement of such funds as directed by resolution of the Board, the keeping of proper books of account, the preparation of an annual budget and a statement of income and expenditures to be presented to the Members at annual meetings, and the delivery or mailing of a copy of each to each of the Members.

ARTICLE V

COMMITTEES

The Board shall appoint an Architectural Review Committee consisting of at least three (3) members of the Board, one of whom shall be the Trustee appointed by Price Development Corporation, to take such actions as are provided by the covenants, conditions and restrictions affecting Slate Ridge Estates as now or hereafter in effect. The Board may appoint such other committees as it deems appropriate in carrying out its purposes. All plans must have the signature of any two members of the Architectural Review Committee in order to have official approval of the plans.

BOOKS AND RECORDS

The books, records and financial statements of the Association, including annual audited financial statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Members. Likewise, during normal business hours or under other reasonable circumstances, the Association shall have available for inspection by Members current copies of the covenants, conditions and restrictions affecting Slate Ridge Estates as now or hereafter in effect and the rules and regulations governing operation of the Association.

ARTICLE VII

AUDITS

By vote of the holders of a majority the voting Members, the

Board shall cause the preparation and furnishing of an audited financial statement of the Association for the preceding fiscal year to those requesting the same. However, no such statement need be furnished earlier than ninety (90) days following the end of such fiscal year.

ARTICLE VIII

FISCAL YEAR

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

ARTICLE IX

AMENDMENTS

These By-Laws may be amended or new By-Laws may be adopted at a special meeting of the Members held for such purpose, by the affirmative vote of a majority of the voting Members on such proposal, notice of which meeting shall be given pursuant to these By-Laws. The foregoing may be accomplished without a meeting by the written consent of the Members entitled to exercise two-thirds of the voting power on such proposal.

Notwithstanding the foregoing, the provisions hereof relating to the appointment of a Trustee by Price Development Corporation, the service of such Trustee on the Architectural Review Committee, and the exemption of Lots held by Price Development Corporation or Frank Stephens from the payment of assessments shall not be modified except by the majority consent of the voting Members, present or by proxy, at said meeting.

ARCHITECTURAL REVIEW BOARD (ARB) GUIDELINES

Approved By Slate Ridge Property Owners September 8th, 1997

1. The mailboxes shall be of the design originally required by Price Development Inc. for the Slate Ridge Estates Development and constructed as shown in the drawing identified as exhibit "A" provided by Price Development upon purchase of the lot. Subject to ARB approval, the only deviations allowed will be for the type wood used for construction, and on a case by case basis the size of the mail box container itself. Mail boxes may be painted one color to coordinate with the home but the selected mailbox color is subject to ARB approval. All existing mailboxes not of this design shall be replaced with the required mailbox within 3 Months (90 days) of notice.
2. Propane tank locations are subject to ARB approval and are to be concealed with Stockade style fencing around the tank. The type wood, color, and design shall be consistent with the home decor and requires pre-approval. Landscaping may be used as a substitute but fencing will be required until the ARB determines the tank is adequately concealed by the Landscaping alone.
3. All fire place smoke stacks shall be enclosed. No metal tube / pipe will be exposed with the exception of a debris cap / screen.
4. Foundation landscaping as follows: " Bushes, plants, trees, mulch, stone, rock, etc., " within a minimum 3 foot area the length and immediate front of the house is required within two (2) years of start of the home construction. In addition, within one (1) year of date the of completion of home construction, the front and side yards must be graded and seeded. All residential lot preparation and seeding shall be completed within two (2) years of the date of occupancy.
5. Pasture areas shall be enclosed with a 3 or 4 rail fence and will be maintained in such a way as not to cause or create large areas of mud and / or dirt, high weeds or grass, noise, possible health or odor problems due to excessive manure, pests, or other dangerous or offensive conditions.

6. Chain link fences are prohibited with the exception of a maximum of a 400 square foot dog run the location of which is subject to ARB approval. Residential wood fences no higher than 48 inches in height will be considered depending upon the location, area to be enclosed, size, type wood, color, or other considerations. An example of other considerations is the six foot high fence located along Marcy road for the purpose of blocking snow from being thrown against the garage by county road snow removal vehicles, zoning requirements for swimming pools, rear deck / patio privacy fence, hot tub privacy fence etc.). No enclosure type fencing will be constructed closer to the front of the lot than the rear most corner of the house or in the case of corner lots, no closer to the road than the minimum set back allowed for standard home construction. Decorative type fencing not intended for enclosing an area is subject to ARB approval prior to installation.
7. Interpretation of Par. 2 of the Deed Restriction terms, " Architecturally or Aesthetically" includes but is not limited to: Homes not meeting minimum square footage requirements, designs not consistent with current homes, (geodesic, underground, etc.), **unusually low quality materials compared to pre-existing homes**, extreme / unusual colors, unusual artificial landscaping, etc. Exterior home color(s) and style shall be dissimilar enough so as not to present the appearance of nearly identical homes (in areas that both homes are clearly visible).
8. Outdoor lighting shall not include the use of high intensity security or area lighting used continually from dusk until dawn hours or other lighting that is high enough in intensity to cause offense to surrounding property owners. The only currently approved higher intensity dusk to dawn lighting is along the existing formal Slate Ridge Estates entrance area. Outdoor security lighting must be pre-approved by the ARB.
9. No foundation gray concrete block shall be visible on finished homes unless it has been parged. (Parged block appears as a stucco type finish). Painted gray concrete block is not acceptable.
10. No debris will be dumped onto creek banks or waterways. Weeds / grasses will be trimmed sufficiently to allow free flow of water in the creek. No gray water (untreated home drainage water from laundry, bath, dishwasher, etc.) will be drained into any creek or waterway.

CEDAR CRAFT PRODUCTS, INC.

P.O. BOX 9

776 REYNOLDSBURG-NEW ALBANY ROAD

BLACKLICK, OHIO 43004

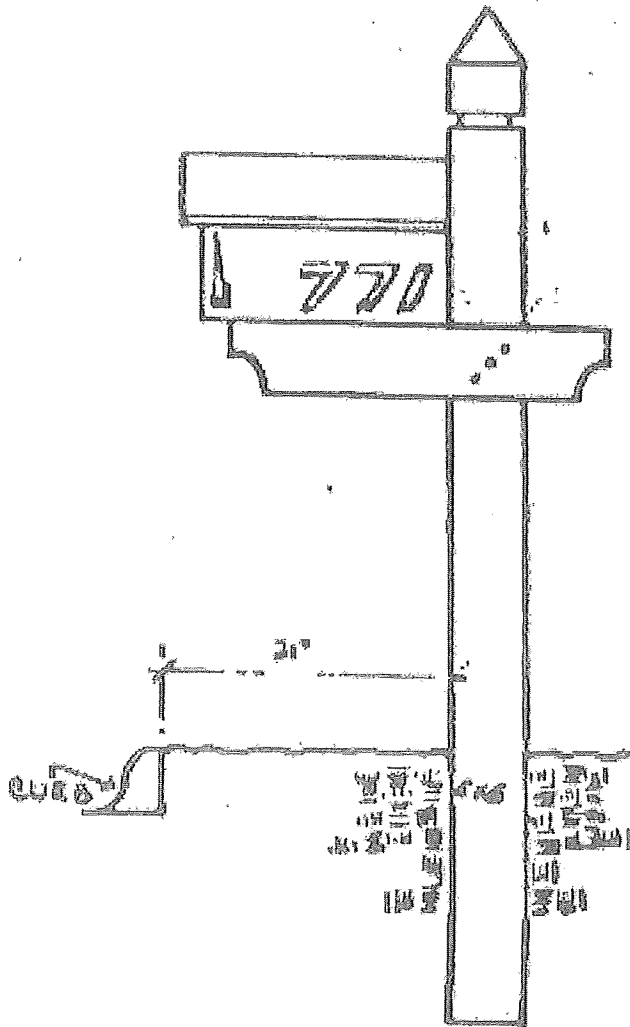
PH (614)759-1600

FAX (614)759-1418

DESCRIPTION: 6X6 CEDAR POST WITH WOOD HOUSE-NATURAL CEDAR STAIN-
BLACK METAL INSERT; BLACK NAIL ON NUMBERS BOTH SIDES-INSTALLED.

COST: ~~5.00~~

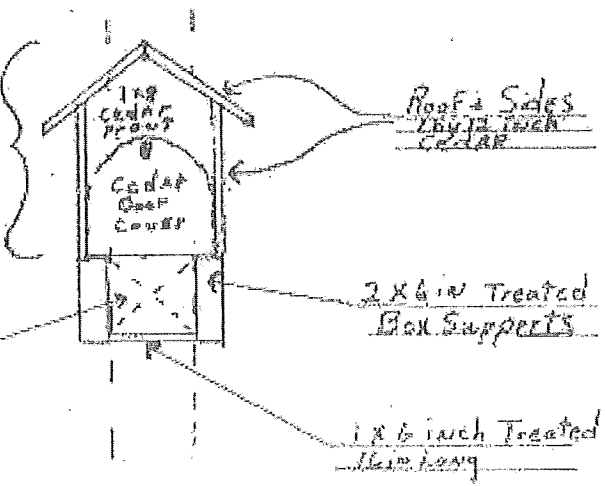
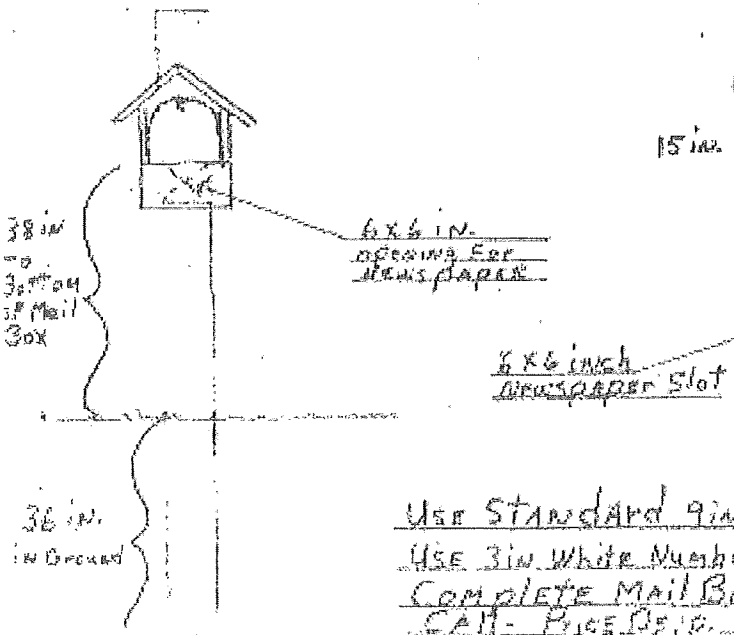
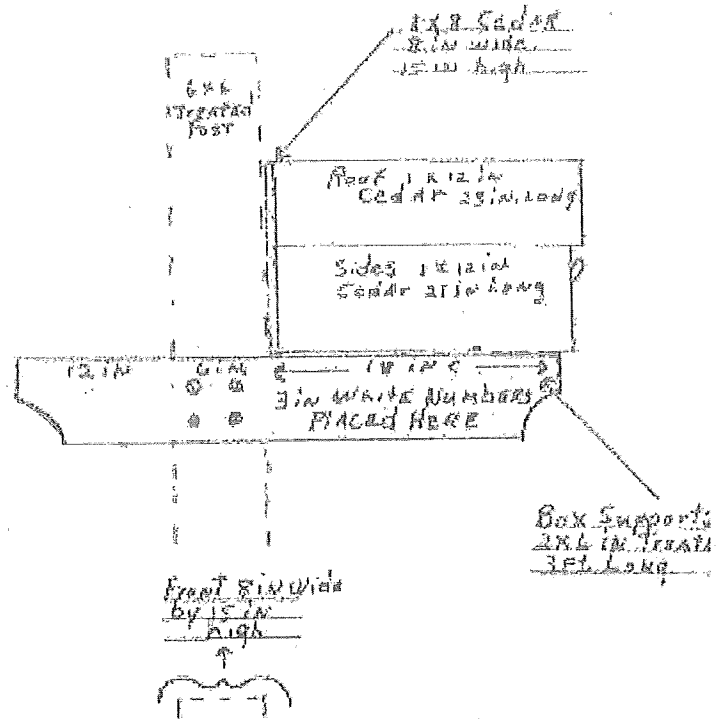
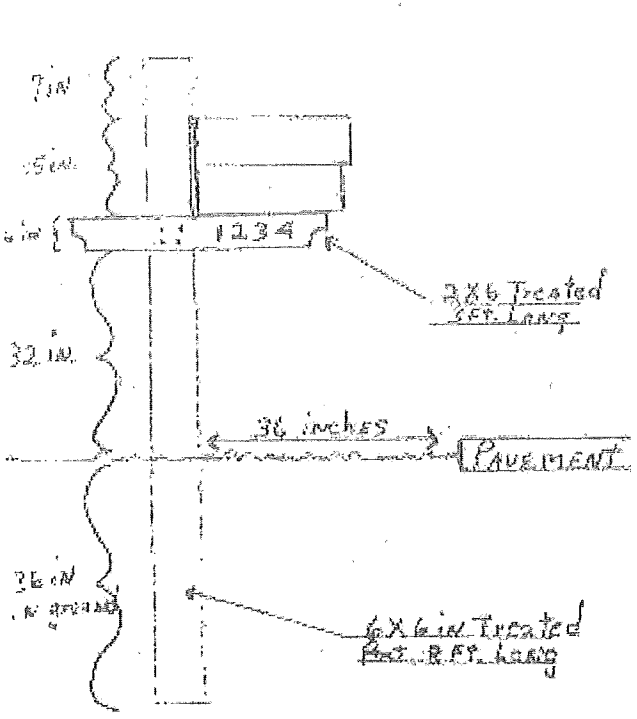
PRICE INCREASE 06-01-98 TO \$ 154.70



6x6 Stained & Installed 154.70
Not Stained Installed 132.70
Picked up Stained 129.70
Picked up Not Stained 107.70



SLATE RIDGE ESTATES Mail Box Restriction Exhibit-A



USE STANDARD 9 in high by 18 in Long U.S. Mail Box
 USE 3 in White Numbers only on Box Supports
 COMPLETE MAIL BOX PACKAGE INSTALLED \$125.00
 CALL - PRICE BE.F.O. 8275000

Conflict Resolution Procedures

For the benefit and protection of the ASSOCIATION and of the individual MEMBER, the BOARD deems it desirable to establish and operate by a procedure to assure due process in cases where there is a question of compliance by a MEMBER, his family, his guests or tenants with the provisions of the deed restrictions or bylaws, thereby attempting to minimize the necessity of seeking action in or through a court of law.

It is the intent of the BOARD to establish procedures for the BOARD or the ARCHITECTURAL REVIEW COMMITTEE where they must take action relative to questions of compliance by an individual with the provisions of the DEED RESTRICTIONS or the BYLAWS.

Therefore, a resolution shall be adopted in accordance with the following procedures:

Violations of the DEED RESTRICTIONS or the BYLAWS

1. *Actions prior to initiation of formal resolution process.*

Any member or agent of the ASSOCIATION may informally request that another MEMBER or resident correct any act or omission that appears to be in violation of the aforementioned documents. The BOARD recommends such requests be made before the formal process is initiated.

2. *Written complaint.*

If the actions described in Section 1 prove unsuccessful, the formal resolution process shall be initiated upon the filing of a written complaint by any resident or member with any BOARD member. The complaint shall include the date of the complaint, the name and address of the complainant and the name and address of the respondent. The complaint shall specify the specific provisions of the DEED RESTRICTIONS or the BYLAWS which the respondent is alleged to have violated, but shall not consist of charges without supporting facts. Further, the written complaint must contain as many specifics as are available as to time, date, location, persons involved, etc., so that the complaint may be investigated by the BOARD.

3. *Service of Complaint*

Upon receipt of the written complaint, the BOARD shall assign it a Resolution number and serve a copy of the complaint on the respondent by any of the following means: (1) personal delivery or (2) by registered or certified mail, return receipt requested, and addressed to respondent at the address appearing on the books of the ASSOCIATION.

4. *Notice of hearing.*

Along with serving the complaint, the BOARD shall notify all parties of the date, time, and location of the next regularly scheduled meeting of the BOARD. The notice to the respondent, oral or written, shall be substantially the following information:

"You are being notified that a hearing will be held before the BOARD at _____ on the _____ day of _____, 19____, at the hour of _____ upon the charges made in the complaint served upon you. The BOARD requests your presence at this hearing and if you cannot be present the BOARD requests your written response to the complaint so both sides may be considered."

If any of the parties can, within twenty-four hours, show good cause as to why they cannot attend the hearing on the set date and indicate times and dates on which they would be available, the BOARD may reset the time and date of hearing and promptly deliver notice of the new hearing date.

5 *Notice of defense*

Service of complaint and notice of hearing shall be accompanied by a Notice of Defense. The Notice of Defense shall state that the respondent may:

- a) Attend a hearing before the BOARD as hereinafter provided;
- b) Object to a complaint upon the grounds that it does not state the acts or omissions upon which the BOARD may proceed;
- c) Admit to the complaint in whole or in part. In such event, the BOARD may make a determination as to whether it will waive hearing and simply impose penalty, if any, or it will conduct a hearing to determine appropriate penalty.

Any objections to the form or substance of the complaint shall be considered by the BOARD within ten (10) calendar days of their receipt. The BOARD shall make its determination and notify all parties within the ten day period. If the complaint is insufficient, the complaining party shall have seven (7) calendar days within which to amend the complaint to make it sufficient. The same procedure shall be followed with respect to any amended or supplemental complaint. If it is determined by the BOARD that the complaint is still insufficient, then the matter shall be dismissed.

6 *Amended or supplemental complaint before submission*

At any time prior to the hearing date, the BOARD may file or permit the filing of an amended or supplemental complaint. If the amended or supplemental complaint presents new charges, the BOARD shall notify the respondent immediately to give reasonable opportunity to prepare his defense.

7 *Constraints on the BOARD*

It shall be incumbent upon each member of the BOARD to make a determination as to whether he or she is able to function in a disinterested and objective manner in consideration of the case before the BOARD. Any member incapable of objective consideration of the case shall disclose such to the BOARD and remove himself from the proceedings, and have it so recorded in the minutes.

8 *Hearing*

At the beginning of the hearing, a member of the BOARD shall explain the rules and procedures by which the hearing will be conducted. Generally, each principal is entitled to make an opening statement starting with the complainant. Then each party is entitled to produce evidence, witnesses, and testimony and to cross-examine the witnesses and opposing party. Generally, any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs but hearsay evidence shall not be sufficient in itself to support a finding. Then each party is entitled to make a closing statement. Any party may waive the right to exercise any part of this process, and the BOARD is entitled to exercise its discretion as to the specific manner in which the hearing will be conducted.

10 *Decision*

After all testimony and evidence has been presented, the BOARD shall vote upon the matter, with a majority of the entire BOARD controlling. The Decision may be made at the conclusion of the hearing or within ten (10) calendar days hence. The BOARD will prepare written findings of fact. A copy of the finding and recommendations of the BOARD, including majority and minority opinions, if any, shall be served on each party in the matter. A summary of the decision, excluding names of persons involved and addressing only the issue, shall be included in the BOARD meeting notes or kept in a separate BOOK of RESOLUTIONS. Disciplinary action, if any, shall become effective ten (10) calendar days after it is served upon the respondent, unless otherwise ordered in writing by the BOARD.

201800014662
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD, COUNTY RECORDER
08-17-2018 At 10:28 AM.
AMEND RESTR 120.00
OR Book 1772 Page 2788 - 2798

TRANSFER
NOT NECESSARY

AUG 17 2018

AMENDMENTS TO THE

Jim A. Shultz, Jr.

County Auditor, Fairfield County, Ohio

THE PLAT MAPS, WARRANTY DEED,

AND

BYLAWS OF SLATE RIDGE ESTATES PROPERTY OWNERS ASSOCIATION

PLEASE CROSS MARGINAL REFERENCE WITH THE WARRANTY DEED
RECORDED AT VOLUME 610, PAGE 89 ET SEQ., THE PLAT MAP FOR
SECTION 1 RECORDED AT PLAT CABINET 1, SLOT 128 ET SEQ., THE PLAT
MAP FOR SECTION 2 RECORDED AT PLAT CABINET 1, SLOT 143 ET SEQ.,
THE PLAT MAP FOR SECTION 3 RECORDED AT PLAT CABINET 1, SLOT
161 ET SEQ., AND THE PLAT MAP FOR SECTION 4 RECORDED AT PLAT
CABINET 1, SLOT 167 ET SEQ. OF THE FAIRFIELD COUNTY RECORDS.

✓
✓
✓
✓

AMENDMENTS TO THE PLAT MAPS, WARRANTY DEED, AND BYLAWS OF
SLATE RIDGE ESTATES PROPERTY OWNERS ASSOCIATION

RECITALS

A. The Warranty Deed was recorded at Fairfield County Records, Volume 610, Page 89 et seq., the Plat Map for Section 1 recorded at Plat Cabinet 1, Slot 128 et seq., the Plat Map for Section 2 recorded at Plat Cabinet 1, Slot 143 et seq., the Plat Map for Section 3 recorded at Plat Cabinet 1, Slot 161 et seq., and the Plat Map for Section 4 recorded at Plat Cabinet 1, Slot 167 et seq. (the "Restrictions") and the Bylaws of Slate Ridge Estates Property Owners Association, Inc. (the "Bylaws"), were recorded at Fairfield County Records OR Book 1735, Page 498 et. seq.

B. The Slate Ridge Estates Property Owners Association, Inc. (the "Association") is a corporation consisting of all lot owners in Slate Ridge Estates HOA and as such is the representative of all lot owners.

C. Revised Code Section 5312.05 authorizes amendments to the Restrictions and Bylaws Article IX authorizes amendments to the Bylaws.

D. A meeting, including any change, adjournment, or continuation of such meeting, of the Association's lot owners was held on or about August 27, 2017, and, at such meeting and any adjournment, lot owners representing the voting power of the Association executed, in person or by proxy, an instrument in writing setting forth specifically the matters to be modified (the "Amendments").

E. Lot owners representing 78.57% of the Association's voting power have affirmatively consented to or voted in favor of Amendment A and signed limited powers of attorney authorizing the Association's officers to execute Amendment A on the lot owners' behalf, as documented in the Association's records.

F. Lot owners representing 73.47% of the Association's voting power have affirmatively consented to or voted in favor of Amendment B and signed limited powers of attorney authorizing the Association's officers to execute Amendment B on the lot owners' behalf, as documented in the Association's records.

G. Lot owners representing 76.53% of the Association's voting power have affirmatively consented to or voted in favor of Amendment C and signed limited powers of attorney authorizing the Association's officers to execute Amendment C on the lot owners' behalf, as documented in the Association's records.

H. Lot owners representing 77.55% of the Association's voting power have affirmatively consented to or voted in favor of Amendment D and signed limited powers of attorney authorizing the Association's officers to execute Amendment D on the lot owners' behalf, as documented in the Association's records.

I. Lot owners representing 64.29% of the Association's voting power have affirmatively consented to or voted in favor of Amendment E and signed limited powers of attorney authorizing the Association's officers to execute Amendment E on the lot owners' behalf, as documented in the Association's records.

J. The Association has complied with the proceedings necessary to amend the Restrictions and Bylaws, as required by the Warranty Deed, Plat Maps, and Bylaws, in all material respects.

AMENDMENTS

The Plat Maps, Warranty Deed establishing restrictions for Slate Ridge Estates and the Bylaws of Slate Ridge Estates Property Owners Association, Inc. are amended by the following:

AMENDMENT A

INSERT a new WARRANTY DEED ARTICLE 26. Said new addition, to be added to Page 8 of the Warranty Deed, as recorded at Fairfield County Records, Volume 610, Page 89 et seq., the Plat Map for Section 1 Recorded at Plat Cabinet 1, Slot 128 et seq., the Plat Map for Section 2 Recorded at Plat Cabinet 1, Slot 143 et seq., Plat Map for Section 3 Recorded at Plat Cabinet 1, Slot 161 et seq., and Plat Map for Section 4 Recorded at Plat Cabinet 1, Slot 167 et seq., is as follows:

26. A person who is classified as a Tier II or Tier III sex offender/child-victim offender, or any future equivalent classification under the law, and for whom the County Sheriff or other government entity must provide community notice of the sex offender's residential address, is prohibited from residing in or occupying a lot and from remaining in or on the property for any length of time. The classification of a sex offender/child-victim offender and the determination of whether notice is required is made by a court of law

in accordance with the Ohio Sex Offenders Act, or similar statute from another jurisdiction as either may be amended or renamed from time to time. The Association is not liable to any lot owner, occupant, or visitor of any lot owner, or of the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce any provision of this occupancy restriction.

Any conflict between this provision and any other provisions of the Plat Maps, Warranty Deed and Bylaws will be interpreted in favor of this restriction on the occupancy of lots. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only lot owners of record at the time of such filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT B

INSERT a new BYLAWS ARTICLE III, SECTION 14 entitled, "Indemnification of Directors, Officers, and Committee Members." Said new addition, to be added to Page 6 of the Bylaws, as recorded at Fairfield County Records Official Records Book 1735, Page 498 et. seq, is as follows:

Section 14. Indemnification of Directors, Officers, and Committee Members. The Association must indemnify and defend (as provided below): (1) any current or former Association Director, (2) any current or former Association officer, (3) any current or former Association committee member, or (4) any of said Director's, officer's, or committee member's respective heirs, executors, and administrators; against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties, or amounts paid in settlement, actually and necessarily incurred by them in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, derivative or third party, to which they are or may be made a party by reason of being or having been such Director, officer, or committee member provided it is determined, in the manner set forth below, that (i) such Director, officer, or committee member was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of their duty to the Association; (ii) such Director, officer, or committee

member acted in good faith in what they reasonably believed to be in, or not opposed to, the Association's best interest; (iii) in any criminal action, suit, or proceeding, such Director, officer, or committee member had no reasonable cause to believe that their conduct was unlawful and is not convicted of theft or other theft related crime including but not limited to larceny, forgery, false pretenses, fraud, embezzlement, conversion, or any conspiracy related to any such theft related crime; and (iv) in case of settlement, the amount paid in the settlement was reasonable.

The above determination required will be made by written opinion of independent legal counsel the Board chooses. Notwithstanding the opinion of legal counsel, to the extent that a Director, officer, or committee member is successful in defense of any action, suit, or proceeding, or in the defense of any claim, issue, or matter, as the Board so verifies, they must, in that event, be indemnified and reimbursed for any costs and expenses, including legal fees, incurred in such defense. Any defense the Association provides will be by legal counsel the Association's insurance carrier selects or, if not selected by the Association's insurance carrier, a majority of the Directors excluding the accused or threatened Director(s). If a majority of the Directors cannot agree on legal counsel or if all the Directors are accused or threatened in any such action, the Board will appoint a special committee of three Property Owners to select legal counsel to defend the Directors.

(a) Advance of Expenses. The Association may advance funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding prior to the final disposition upon receipt of a request to repay such amounts.

(b) Indemnification Not Exclusive; Insurance. The indemnification provided for in this Section is not exclusive, but is in addition to any other rights to which any person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws, or rules and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Ohio Revised Code Section 1702.12(E) and its successor statutes, or otherwise. The Association must purchase and maintain insurance on behalf

of any person who is or was a Director, officer, or committee member against any liability asserted against them or incurred by them in such capacity or arising out of their status as a Director, officer, or committee member.

(c) Directors, Officers, and Committee Members Liability. The Association's Directors, officers, and committee members are not personally liable to the Property Owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association's and Property Owners' indemnification includes, but is not limited to, all contractual liabilities to third parties arising out of contracts made on the Association's behalf, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws. Every contract or agreement approved by the Board and made by any Director, officer, or committee member is made only in such Director's, officer's, or committee member's capacity as a representative of the Association and has no personal liability under such contract or agreement (except as a Property Owner).

(d) Cost of Indemnification. Any sum paid or advanced by the Association under this Section constitutes a Common Expense. The Board has the power and the responsibility to raise, by special Assessment or otherwise, any sums required to discharge the Association's obligations under this Section; provided, however, that the liability of any Property Owner arising out of the contract made by any Director, officer, or committee member or out of the aforesaid indemnity in favor of such Director, officer, or committee member is limited to such proportion of the total liability as said Property Owner's pro rata share bears to the total percentage interest of all the Property Owners as Association members.

Any conflict between this provision and any other provisions of the Plat Maps, Warranty Deed, and Bylaws are to be interpreted in favor of this amendment for the indemnification of the Association's Directors, officers, and committee members. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the

provision. Upon the recording of this amendment, only Property Owners of record at the time of such filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT C

INSERT a new WARRANTY DEED ARTICLE 27. Said new addition, to be added to Page 8 of the Warranty Deed, as recorded at Fairfield County Records, Volume 610, Page 89 et seq., the Plat Map for Section 1 Recorded at Plat Cabinet 1, Slot 128 et seq., the Plat Map for Section 2 Recorded at Plat Cabinet 1, Slot 143 et seq., Plat Map for Section 3 Recorded at Plat Cabinet 1, Slot 161 et seq., and Plat Map for Section 4 Recorded at Plat Cabinet 1, Slot 167 et seq. , is as follows:

27. All notices required to be sent are subject to the following provisions:

(a) All notices required or permitted under the Plat Maps, Warranty Deed or Bylaws, to the Association or the Board, must be made in writing and sent by regular U.S. mail, first-class postage prepaid, to the Board of Directors or the Association at the address of the Property or to such other address as the Board of Directors may designate by a notice in writing to all Property Owners.

(b) All notices required or permitted under the Plat Maps, Warranty Deed or Bylaws to any Property Owner must be hand-delivered or sent by regular U.S. mail, first-class postage prepaid, to such Property Owner's lot address or to such other address designated by the Property Owner in writing to the Board. Any notice required or permitted to be given to any occupant of a lot other than a Property Owner will effectively be given if hand-delivered or sent by regular U.S. mail, first-class postage prepaid, to the lot address.

(c) In addition to the methods described in Paragraphs (a) and (b) above, due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by Ohio and federal law, as well as by the Board, now or in the future: (1) any notice required in the Declaration or Bylaws to

be sent or received; (2) any signature, vote, consent, or approval required to be obtained; or (3) any payment required to be made, under the Declaration or Bylaws, may be accomplished or required using the most advanced technology available at that time provided such use is a generally accepted business practice. This includes, without limitation, the use of electronic mail or other electronic transmission in lieu of any Association required written notice to Property Owners, individually or collectively, to or from any Property Owner who has given the Association written consent to such use of electronic mail or other electronic transmission, and for the Association to properly and effectively receive any Property Owner's signature, vote, consent, or approval the Association needs or requires, subject to the following:

(a) For voting on matters other than the election of Board members, the Association may provide for voting by electronic transmission. However, if the Association cannot guarantee the anonymity of a Property Owner's vote, the Association must provide the Property Owner with the option of casting an anonymous printed ballot.

(b) An electronic mail or other electronic transmission to a Property Owner is not considered delivered and effective if the Association's transmission to the Property Owner fails two consecutive times, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Property Owner becomes known to the person responsible for sending the transmission. If the electronic mail or other electronic transmission is not delivered or effective, the Association will deliver such notice or other communication to the Property Owner in writing by regular U.S. mail to the Property Owner's lot or last known address, by hand delivery to the Property Owner, or by leaving the notice under or attached to the front door of the Property Owner's dwelling.

(c) Any Property Owner who has not given the Association written consent to such use of electronic mail or other electronic transmission will receive notices, including any notice of delinquency of any payment due, either by personal delivery to the Property Owner, by leaving the notice

under or attached to the front door of the Property Owner's dwelling, or regular mail to the Property Owner's lot or last known address.

Any conflict between this provision and any other provisions of the Plat Maps, Warranty Deed, and Bylaws will be interpreted in favor of this amendment permitting notices by regular U.S. or electronic mail and permitting the Association to use electronic communications to the extent permitted by Ohio and Federal law. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Property Owners of record at the time of such filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT D

DELETE BYLAWS ARTICLE II, SECTION 2 entitled, "Annual Meeting", in its entirety. Said deletion to be taken from Page 1 of the Bylaws, as recorded at Fairfield County Records, Official Records Book 1735, Page 498 et. seq.

INSERT a new BYLAWS ARTICLE II, SECTION 2 entitled, "Annual Meeting." Said new addition, to be added to Page 1 of the Bylaws, as recorded at Fairfield County Records Official Records Book 1735, Page 498 et. seq is as follows:

Section 2. Annual Meeting. The Association's annual meeting will be held at such time, at such place, and on such date during the third quarter of each calendar year as the Board determines and as stated in the meeting notice, for the election of Directors, the consideration of reports to be laid before the meeting, and the transaction of such other business as is set forth in the meeting notice.

Any conflict between the above provision and any other provisions of the Plat Maps, Warranty Deed, and Bylaws will be interpreted in favor of this amendment changing the date for holding the annual meeting. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Property Owners of record at the time of such filing have standing to contest the validity of this amendment, whether on procedural,

substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT E

DELETE BYLAWS ARTICLE II, SECTION 5 entitled, "Quorum; Adjournment", in its entirety. Said deletion to be taken from Page 2 of the Bylaws, as recorded at Fairfield County Records, Official Records Book 1735, Page 498 et. seq.

INSERT a new BYLAWS ARTICLE II, SECTION 5 entitled, "Quorum; Adjournment." Said new addition, to be added to Page 2 of the Bylaws, as recorded at Fairfield County Records Official Records Book 1735, Page 498 et. seq, is as follows:

Section 5. Quorum; Adjournment. Except as otherwise provided by law, the Warranty Deed or by the Plat Maps, at any meeting of the members of the Association, the Property Owners of the Association present in person or by proxy will constitute a quorum. A majority of the Property Owners in person or by proxy may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are announced at such meeting. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Any conflict between this provision and any other provisions of the Plat Maps, Warranty Deed and Bylaws will be interpreted in favor of this amendment regarding quorum at Association meetings. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Property Owners of record at the time of such filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of this amendment.

The Slate Ridge Estates Property Owners Association, Inc. has caused the execution of this instrument this 27 day of July, 2018.

SLATE RIDGE ESTATES PROPERTY OWNERS ASSOCIATION, INC.

By: Sherry Baughman
SHERRY BAUGHMAN, its President

By: Sandy Reed
SANDY REED, its Secretary

STATE OF OHIO)
COUNTY OF Fairfield) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Slate Ridge Estates Property Owners Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

27th I have set my hand and official seal in Canal Winchester, Ohio, this July day of July, 2018.

David C. Woolf
NOTARY PUBLIC

This instrument prepared by:
KAMAN & CUSIMANO, LLC,
Attorneys at Law
8101 North High Street, Suite 370
Columbus, Ohio 43235
(614) 882-3100
ohiohoalaw.com

