

**Code of Regulations**  
**as amended**  
**of**  
**The Forest Ridge Association**

CODE OF REGULATIONS  
AS AMENDED  
OF

THE FOREST RIDGE ASSOCIATION

ARTICLE I  
NAME

The name of this corporation shall be THE FOREST RIDGE ASSOCIATION.

ARTICLE II  
PURPOSE

This corporation is formed to promote the health, safety and general welfare of its members, and in pursuance thereof to own, acquire, build, operate and maintain, recreation parks, playgrounds, swimming pool, commons, streets, footways, open areas and other common facilities, including buildings, structures and personal property incident thereto; to plan and arrange athletic, social and recreational activities; to own, improve and hold real estate and personal property for the accommodation, convenience and entertainment of its members; and to do all other things necessary or convenient to the achievement of the ends above set forth.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS

**Section 1. Membership.** Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assignment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

A member shall consist of a family unit made up of a husband and wife, or head of a household, parents and son, and daughters living in the household of the family unit. The Board of Trustees shall have sole power to determine status of dependents under this section.

**Section 2. Voting Rights.** An Active Member shall be one who is current in the payment of operating dues or assessments. Active members have voting rights and activity privileges and are eligible to hold office in the Club. When more than one person holds such in interest or interests in any Lot, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine,

but in no event shall more than one vote be cast with respect to any such Lot.

The Association shall have two classes of voting membership:

**Class A.** (Class A members shall be all those owners as defined in Article III of Declaration recorded in Miscellaneous Book 4, Page 582, with the exception of the Developer.

**Class B.** The Class B member(s) shall be the Developer who shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III, of said Declaration provided that the Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or on January 1, 1970, whichever occurs earlier.

An Inactive member shall be one who shall have been transferred to the inactive list at his own request with the approval of the Board of Trustees or declared inactive by the Board, as hereinafter provided. An Inactive Member shall not have voting rights, shall not have activity privileges, shall not be allowed to participate as a guest, and shall not hold office. An Inactive Member may become an Active Member upon payment of past unpaid dues or assessments.

During any period in which a member is in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use of the recreational facilities of such member may be suspended by the Board of Trustees until such assessment has been paid.

#### ARTICLE IV PROPERTY RIGHTS, RIGHTS OF ENJOYMENT

Each member shall be entitled to the use and enjoyment of the Green Areas, Swimming Club and Recreation Area and facilities of the Association. Any member may delegate his rights of enjoyment thereof to the members of his family, his tenants or contract purchasers who reside on the property. Such member shall notify the secretary in writing of the name of any such delegee. The rights and privileges of such delegee are subject to suspension to the same extent as those of the members.

Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed thirty (30) days, for violation of any rules and regulations established by the Board of Trustees governing the use of the property and facilities of the Association.

Such membership shall be appurtenant to and pass with the title to every assessed Lot, subject to the following provisions:

a) The right of the Association to limit the number of guests of members;

(b) The right of the Association to dedicate or transfer all or any part of the Green area to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the two-thirds of the members present and voting at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

**ARTICLE V  
BOARD OF TRUSTEES**

The affairs of this Association shall be managed by a Board of nine (9) Trustees who must be active members of the Association. The names and addresses of the persons who are to act as Trustees until the selection of their successors are:

1. Carter C. Willsey .....224 W. Dixon Avenue, Dayton, Ohio 45419
2. Thomas L. Deger.....2340 State Route 48 North, Lebanon, Ohio
3. C. R. Apple .....88 Elmwood Drive, Dayton, Ohio 45459
4. C. R. Shanklin .....804 Kenosha Road, Dayton, Ohio 45429
- 5 . Robert Archdeacon .....150 Davis Road, Dayton, Ohio 45459
6. Charles Abromowitz .....820 Audrey Place, Dayton, Ohio 45406
7. Charles F. Allbery .....302 Glenridge Road, Kettering, Ohio 45429
8. Ernest C. Roberts .....6036 Waterloo Road, Dayton, Ohio 45459
9. Paul C. Tipps.....52 Elmwood Drive, Dayton, Ohio 45459

At the first annual meeting the members shall elect three Trustees for a term of three years for Trustees designated 7, 8, and 9; at the second annual meeting the members shall elect three Trustees for a term of three years for Trustees designated 4, 5, and 6; and at the third annual meeting the members shall elect three Trustees for a term of three years for Trustees designated 1, 2, and 3; and at each fall annual meeting thereafter the members shall elect three directors for a term of three years.

Any Trustee may be removed from the Board with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Trustee, his successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting (spring or fall). At such meeting, an election shall be held to elect a Trustee to serve the unexpired term of office.

No Trustee shall receive compensation for any service he may render to the Association. However, any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

The Trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

## ARTICLE VI MEETINGS OF TRUSTEES

**Section 1. Regular Meetings.** Regular meetings of the Board of Trustees shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

**Section 2. Special Meetings.** Special meetings of the Board of Trustees shall be held when called by the President of the Association, or by any two Trustees, after not less than three (3) days notice to each Trustee.

**Section 3. Quorum.** A majority of the number of Trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII NOMINATION AND ELECTION OF TRUSTEES

**Section 1. Nomination.** Nomination for election to the Board of Trustees shall be made by a Nominating Committee. Nominations may also be made from the floor at the Fall annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Trustees, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Trustees prior to each Fall annual meeting of the members, to serve from the close of such annual meeting until the close of the next Fall annual meeting, and such appointment shall be announced at each Fall annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members only.

**Section 2. Election.** Each membership shall be entitled to one vote for each seat on the Board of Trustees to be filled. Voting shall be by secret ballot. Members must be present, in person, at the election to vote. There shall be no voting by mail.

The Board of Trustees shall appoint three inspectors of election whose duty it shall be to supervise the voting and tabulate the ballots cast. In case of a tie vote, such tie shall be resolved by lot.

**ARTICLE VIII**  
**POWERS AND DUTIES OF THE BOARD OF TRUSTEES**

**Section 1. Powers.** The Board of Trustees shall have power:

- (a) To adopt and publish rules and regulations governing the use of the property and facilities of the Association, and the personal conduct of the members or their guests thereon, and to establish penalties for the infraction thereof;
- (b) To exercise for the Association all powers, duties and authority vested in or delegated to this Association not reserved to the membership by other provisions of this Code of Regulations, the Articles of Incorporation, or the Declaration;
- (c) To declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (d) To employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

**Section 2. Duties.** It shall be the duty of the Board of Trustees:

- (a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meetings of the members or at any special meetings, when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) As more fully provided herein and in the Declaration;
  - (1) to fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, as hereinafter provided, and
  - (2) to send written notice of each assessment to every Member subject thereto at least thirty (30) days in advance of each annual assessment period;
- (d) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid;

- (e) To procure and maintain adequate liability insurance, and to procure adequate hazard insurance on property owned by the Association;
- (f) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) To cause the Green Areas to be maintained; and
- (h) To cause the Swim Club and recreation area to be maintained.

## ARTICLE IX COMMITTEES

**Section 1.** The Board of Trustees shall appoint such committees as deemed appropriate in carrying out its purposes, such as:

1. A Recreation Committee which shall advise the Board of Trustees on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines;
2. A Maintenance Committee which shall advise the Board of Trustees on all matters pertaining to the maintenance, repair or improvement of the properties, and shall perform such other functions as the Board in its discretion, determines;
3. A Publicity Committee which shall inform the members of all activities and function of the Association and shall, after consulting with the Board of Trustees, make such public releases and announcements as are in the best interests of the Association; and
4. An Audit Committee which shall supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular Spring annual meeting. The Treasurer shall be an ex officio member of the Committee.

**Section 2.** It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

## ARTICLE X MEETINGS OF MEMBERS

**Section 1. Annual Meetings.** There shall be two meetings of the members held annually. These meetings are to be designated the Spring annual meeting and the Fall annual meeting. The first annual meeting of the members shall be held on September 12, 1966, and each subsequent regular Fall annual meeting of the members shall be second Monday of September of each year thereafter. The first regular Spring annual meeting will be held on March 3, 1975, and each subsequent regular Spring annual meeting of the members shall be held on the first Monday of March of each year thereafter.

**Section 2. Special Meetings.** Special meetings of the members may be called at any time by the President or by the Board of Trustees, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the entire membership.

**Section 3. Notice of Meetings.** Written notice of each meeting of the 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 notice, postage prepaid, at least 15 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 such member to the Association for the purpose of notice. Such 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 4. Quorum.** The presence at the meeting of members entitled to cast one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

## ARTICLE XI OFFICERS AND THEIR DUTIES

**Section 1 Enumeration of Offices.** The officers of this Association shall be a President and Vice-President, who shall at all time be members of the Board of Trustees, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

**Section 2. Election of Officers.** The election of officers shall take place at the first meeting of the Board of Trustees following each Fall annual meeting of the members .

**Section 3. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.



**Section 4. 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 5. 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 unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6. Vacancies.** A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

**Section 7. Multiple Offices.** The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8. Duties.** The duties of the officers are as follows:

#### **PRESIDENT**

(a) The president shall preside at all meetings of the Board of Trustees; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

#### **VICE-PRESIDENT**

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

#### **SECRETARY**

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform other duties as required by the Board.

## TREASURER

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

## ARTICLE XII ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** By the Declaration each member is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and shall not pass to his successors in title unless expressly assumed by them.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the Properties.

**Section 3. Annual Assessments.** The annual assessments or charges shall be established by the Board of Trustees in the manner hereinafter set forth. The amount shall be based upon the anticipated operational expense for the ensuing year .

**Section 4. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Properties, including the necessary fixtures and personal property related thereto, in the manner hereinafter set forth.

**Section 5. Uniform Rate.** Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

**Section 6. Evidence of Payment.** The Association shall, upon demand at any time, furnish a certificate in writing, signed by an officer of the Association, setting forth whether the assessments on a specified lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 7. Effective of Non-Payment of Assessments: Remedies of the Association.** Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 6% percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fee of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Properties or abandonment of his lot.

**Section 8. Subordination of the Lien to Mortgages.** The Lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 9. Basis and Maximum Assessments:**

(a) There shall be no assessment of any time prior to January 1, 1967.

(b) For the year 1967 the maximum annual assessment shall be Fifty Dollars (\$50.00).

(1) The maximum annual assessment may be increased each year thereafter without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index published by the Department of Labor, Washington, D.C.

(2) The maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members at the annual meetings of the Association provided that any such change shall have the assent of two-thirds of the votes of each class of members. Written notice shall be sent to all members, setting forth such proposed change, not less than 30 days nor more than 60 days in advance of the annual meeting at which the vote is to be taken. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) After consideration of current maintenance costs and future needs of the Association, the Board of Trustees may fix the annual assessment at an amount not in excess of the maximum

**Section 10. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association at any of its annual meetings, may levy a special assessment for the forth coming year for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the green area or swim club and recreation area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of members . Written notice shall be sent to all members, setting forth said proposed assessment, not less than 30 days nor more than 60 days in advance of said annual meeting.

**Section 11. Quorum** The presence at the annual meetings of members entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum in determining the requisite vote pertaining to either of the assessments as set forth above.

If the required quorum is not forthcoming at said annual meeting, another meeting may be called, subject to the same notice requirement set forth above, and the required quorum at any such meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than ninety (90) days following said annual meeting.

### **ARTICLE XIII BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be obtained at reasonable costs.

### **ARTICLE XIV AMENDMENTS**

These Code of Regulations unless otherwise limited herein or by the Declaration, may be amended by the affirmative vote of two-thirds of the membership present and voting at any annual or special meeting, provided that at least five (5) days notice of such meeting and proposed amendment shall be given each member, except that the Federal Housing Administration or Veterans Administration shall have the right to veto amendments while there is a Class B membership.

**ARTICLE XV  
DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the entire Class A membership and two-thirds (2/3) of the entire Class B membership, if any. Upon dissolution of the Association, the assets, both real and personal of the Association shall be dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association.

**ARTICLE XVI  
MISCELLANEOUS**

**Section 1.** The Association shall indemnify and save harmless any individual against the expense of defense of any action, suit or proceeding in which he is made a party by reason of his being or having been a Trustee, Officer, or duly authorized agent of the Association, except in relation to matters as to which he shall be adjudged in such action, suit or proceedings to be liable for gross negligence or willful misconduct in the performance of his duties. This right shall extend to all such persons, their successors and legal representatives .

## RESTRICTIONS AND COVENANTS

1. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1990, at which time said covenants and restrictions are automatically extended for successive ten (10) year periods, unless by a majority of the property owners in this plat, these covenants and restrictions are amended or terminated.
2. These covenants and restrictions shall be enforceable by injunction and otherwise by the grantor, its successors, or assigns.
3. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
4. All lots in the within subdivision shall be known and described as residential lots.
5. No lot shall hereafter be subdivided into parcels for additional residential purposes .
6. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached residential dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.
7. No dwelling shall be located closer than eight (8) feet to any side lot line, nor shall the sum of the side yard spaces be less than twenty (20) feet, and said structure shall not be located nearer the front lot line than the indicated set-back lines shown on the record plan. The above covenant does not include steps, eaves or open porches.
8. No trailer, tent, basement, shack, garage, barn or other outbuildings erected in this plat shall at any time be used as a residence, temporarily or permanently nor shall any residence of a temporary nature be permitted.
9. No fence or hedge shall be permitted nearer the front lot line than the indicated set-back line.
10. No sign or billboard except professional or for sale signs shall be erected on any residential lot in this plat, and no barn, stable or other outbuilding for housing domestic animals or poultry shall be erected on the premises nor shall any domestic animals or poultry except household pets, be permitted.
11. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

12. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Any lot area designed for the natural flow of surface water shall at all times be kept free from any obstructions to the natural flow of surface water, and any improvements made on any easement by the property owner are at the risk of the property owner.
  
13. The area designated as "Green Area" in the Forest Ridge plats is intended for use by the home owners in the within plat together with the homeowners in the various Forest Ridge plats as open areas for recreation and other related activities. Said open areas are not dedicated hereby for use by the general public but are reserved for the common use and enjoyment of the above designated homeowners in the manner set forth in the Declaration of American Modulares Corp. recorded in Misc. Book 4, Page 582 of the Deed Records of Montgomery County, Ohio, which Declaration is incorporated and made a part of this plat.

Easements shown on the plat are for the construction, operation, repair, maintenance, replacement or removal of water, gas, electric, telephone, sewer or other utility lines or services, and for the express privilege of removing any and all trees or other obstructions to the free use of said utilities, and for providing ingress and egress to the property for said purpose and are to be maintained as such forever.

Forest Ridge Two, Section Two  
Plat Book 74, Page 79

## DECLARATION AS SUPPLEMENTED

This Declaration, made this 1st day of June, 1965, by AMERICAN MODULARS CORP., hereinafter called Developer.

### WITNESSETH:

WHEREAS, Developer is the owner of, or has the option to purchase from CARTER C. WILLSEY, as Trustee, certain land in Mad River Township, Montgomery County, Ohio and desires to create thereon a residential community with permanent parks, playgrounds, open areas, and other common facilities for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation of values and amenities in said community, and for the maintenance of said parks, playgrounds, open areas and other common facilities; and, to this end, desires to subject said property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Ohio, as a non-profit corporation, THE FOREST RIDGE ASSOCIATION, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Article II hereof, and such additions thereto as provided in said article, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

### ARTICLE I DEFINITIONS

As used in this Declaration or any Supplemental Declaration, unless the context shall prohibit:

(a) "Association" shall mean and refer to THE FOREST RIDGE ASSOCIATION .

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration, or any Supplemental Declaration, under the provisions of Article II hereof.



(c) "Lot" shall mean and refer to any plat of land shown upon any recorded plat of Forest Ridge with the exception of The Properties as herein defined.

(d) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(e) "Member" shall mean and refer to all of those Owners who are members of the Association as provided in Article III hereof.

## ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

The Properties which are, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration shall include the following:

(a) **GREEN AREA**, being the areas so designated and numbered on the Forest Ridge Plats, now or hereinafter recorded.

(b) **SWIM CLUB AND RECREATION AREA**, bound and described as follows:

Located in Section 19, Town 2, Range 8 M.R.S., Mad River Township, Montgomery County, State of Ohio, and being a tract of land described as follows: beginning at a point on the centerline of Union-Schoolhouse Road, said point being the southwest corner of land conveyed to Anna M. Smith by deed recorded in Book 2033, Page 150 in the Deed Records of Montgomery County, Ohio; thence with the centerline of said Union-Schoolhouse Road, South forty-six degrees five minutes thirty seconds (46° 05' 30") West for two hundred sixty-five and 00/100 (265.00) feet; thence North eighty-nine degrees fifty-five minutes (89° 55') West for four hundred forty-five and 20/100 (445.20) feet; thence North twenty-six degrees forty-one minutes (26° 41') West for two hundred thirteen and 77/100 (213.77) feet; thence North three degrees thirty minutes forty seconds (3° 30' 40") East for three hundred twenty-six and 12/100 (326.12) feet; thence North seventy five degrees thirty minutes (75° 30') East for six hundred six and 00/100 (606.00) feet to the northerly extension of the west line of said Smith land; thence with said extension and the west line of said Smith land, South fourteen degrees twenty-nine minutes fifty-five seconds (14° 29' 55") East for five hundred one and 07/100 (501.07) feet to the point of beginning, containing eight and 760/1000 (8.760) acres, more or less; subject, however, to all legal highways and easements of record.

NOW, THEREFORE, the Developer declares that, in addition to the Green Areas and Swim Club and Recreation Area set forth in Article II of said Declaration, The Properties subject to the Declaration shall also include all of the lots as platted on the Forest Ridge plats. As of the date of the execution hereof there are three plats of Forest Ridge, which are recorded in Plat Book 74, page 7, Plat Book 74, Page 79 and Plat Book 76, Page 6, consisting of 64 lots, including Lot No. 36 (Green Area) which are subject to this Declaration. All such lots for residential, green area, swim club and recreation purposes as set forth on future Forest Ridge plats shall be subject to this Declaration in the same manner as herein set forth.

### **ARTICLE III MEMBERSHIP IN THE ASSOCIATION**

Every person or entity who is a record owner of a fee interest in any lot shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Each such Lot shall constitute one Membership in the Association and shall have such rights, duties and obligations as set forth in the Articles of Incorporation and By-Laws of THE FOREST RIDGE ASSOCIATION.

### **ARTICLE IV (A) PROPERTY RIGHTS**

Each member shall have a right and easement of enjoyment in and to the green areas, swim club and recreation area and such easement shall be appurtenant to and shall pass with the title to every lot.

The rights and easements of enjoyment created hereby shall be subject to the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the green areas, swim club and recreation areas, however the rights of said mortgagee therein shall be subordinate to the rights of the homeowners hereunder.

The Developer hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the green areas, swim club and recreation areas, to the Association, free and clear of all liens as each of said Forest Ridge plats is filed for record with the Recorder of Montgomery County, Ohio.

## (B) VOTING RIGHTS

The Association shall have two classes of voting membership:

**Class A.** Class A members shall be all those Owners as defined in Article II, with the exception of the Developer, and shall be entitled to one vote for each lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine but in no event shall more than one vote be cast with respect to any lot.

**Class B.** The Class B member(s) shall be the Developer who shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III, provided that the Class B membership shall cease and be converted in Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or on January 1, 1970, whichever occurs earlier.

## ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1.** Each owner of any Lot by the acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (a) annual assessments or charges; and (b) special assessments for capital improvements. Such assessments are to be fixed, established and collected from time to time in accordance with the Articles and By-laws of the Association.

**Section 2.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Members and in particular for the improvement and maintenance of The Properties, the services and facilities devoted to this purpose, and the use and enjoyment thereof, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

**Section 3.** The annual and special assessments, together with such interest thereon and costs of collection thereof, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made.

Each such assessment, together with such interest thereon and cost of collection thereof, shall also be the personal obligation of the Owner of such property at the time when the assessment fell due.

Upon the request of any mortgagee or purchaser of any Lot, the Association shall furnish a certification of the amount of such assessments due and outstanding.

**Section 4.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lots or The Properties; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of a Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or other proceeding shall not relieve such Lot from liability for any assessments thereafter becoming due.

**Section 5.** Basis and Maximum Assessments:

(a) There shall be no assessment at any time prior to January 1, 1967.

(b) For the year 1967 and thereafter, the maximum annual assessment shall be Fifty Dollars (\$50.00).

(1) The maximum annual assessment may be increased each year thereafter without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index published by the Department of Labor, Washington, D.C.

(2) The maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members at the annual meeting of the Association, provided that any such change shall have the assent of two thirds of the votes of each class of members. Written notice shall be sent to all members, setting forth such proposed change, not less than 30 days nor more than 60 days in advance of the annual meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) After consideration of current maintenance costs and future needs of the Association, the Board of Trustees may fix the annual assessment at an amount not in excess of the maximum.

**Section 6.** Special Assessments for Capital Improvements:

In addition to the annual assessments authorized above, the Association, at its annual meeting, may levy a special assessment for the forthcoming year for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the green area or swim club and recreation area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of members. Written notice shall be sent to all members, setting forth said proposed assessment, not less than 30 days nor more than 60 days in advance of said annual meeting.

**Section 7.** Quorum. The presence at the annual meeting of members entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum in determining the requisite vote pertaining to either of the assessments as set forth above.

If the required quorum is not forthcoming at said annual meeting, another meeting may be called, subject to the same notice requirement set forth above, and the required quorum at any such meeting shall be one half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than ninety (90) days following said annual meeting .

## ARTICLE VI GENERAL PROVISIONS

**Section 1.** The covenants and restrictions of this Declaration shall run with the land and shall be enforceable by the Developer, the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

**Section 2.** Any notice required to be sent to any Member or Owner shall be deemed to have been properly sent when mailed to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

**Section 3.** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure of the Developer, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter .

**Section 4.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

**Section 5.** This Declaration shall apply to and is incorporated and made a part of the recorded plat of Forest Ridge Two, Section One, as recorded in Plat Book 74, Page 7 in the Plat Records of Montgomery County, Ohio, and shall be in lieu of the Item 13 in the Protective Covenants and Restrictions contained therein.

## ARTICLE VII ANNEXATION OF ADDITIONAL PROPERTIES

**Section 1.** Annexation of additional property not developed by developer shall require the assent of two-thirds (2/3) of the Class A members and two-thirds (2/3) of the Class B members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more

than 60 days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

**Section 2.** As each of the additional Forest Ridge Plats is developed and recorded by Developer, additional green area, swim club and recreation area will be conveyed by Developer to the Association and annexed to The Properties without the assent of the Class A members, provided however, the development of the additional lands described in this section shall be in accordance with a general plan submitted to the Federal Housing Administration and the Veterans Administration with the processing papers for the Forest Ridge Plats. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration and the Veterans Administration prior to such development. If either the Federal Housing Administration or the Veterans Administration determines that such detailed plans are not in accordance with the general plan on file and either agency so advises the Association and the Developer, the development of the additional lands must have the assent of two-thirds (2/3) of the Class A members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. At this meeting, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of the Class A membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting another meeting may be called, subject to the notice requirement set forth above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

## **ARTICLE VIII AMENDMENT**

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot owners. Any amendment must be properly recorded.

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ARTICLES OF INCORPORATION  
OF  
THE FOREST RIDGE ASSOCIATION

APPROVED  
By: JA  
Date: JUN 29 1965  
Amount: 25.00  
157-32

The undersigned, a majority of whom are citizens of the United States, desiring to form a corporation, not for profit, under the General Corporation Act of Ohio, do hereby certify:

- FIRST:** The name of said corporation shall be THE FOREST RIDGE ASSOCIATION.
- SECOND:** The place in this State where the principal office of the corporation is to be located is 2424 Far Hills Avenue, Dayton, Montgomery County, Ohio.
- THIRD:** The purpose or purposes for which said corporation is formed are: to promote the health, safety and welfare of the residents in the Forest Ridge Plats, a residential community located in Mad River Township, Montgomery County, Ohio; to own, acquire, build, operate and maintain recreation parks, playgrounds, swimming pools, commons, streets, footways, open areas and other common facilities, including buildings, structures and personal property incident thereto; to plan and arrange athletic, social and recreational activities; to own, improve and hold real estate and personal property for the accommodation, convenience and entertainment of its members and to do all other things necessary or convenient to the achievement of the ends above set forth.
- FOURTH:** The affairs of the Association shall be managed by a Board of nine (9) Trustees, who need not be members of the Association. The names and addresses of the persons who shall serve as Trustees until the selection of their successors are:

- Carter C. Willsey .....224 W. Dixon Avenue, Dayton, Ohio 45419
- Thomas L. Deger.....2340 State Route 48 North, Lebanon, Ohio
- C. R. Apple.....88 Elmwood Drive, Dayton, Ohio 45459
- C. R. Shanklin .....804 Kenosha Road, Dayton, Ohio 45429
- Robert Archdeacon .....50 Davis Road, Dayton, Ohio 45459
- Charles Abromowicz.....820 Audrey Place, Dayton, Ohio 45406
- Charles E. Allbery.....302 Glenridge Road, Kettering, Ohio 45429
- Ernest C. Roberts.....6036 Waterloo Road, Dayton, Ohio 45459
- Paul C. Tipps.....52 Elmwood Drive, Dayton, Ohio 45459

IN WITNESS WHEREOF, we have hereunto subscribed our names, this 1st day of June, 1965.

Charles E. Allbery  
*Charles E. Allbery*

Ernest C. Roberts  
*Ernest C. Roberts*

Jacqueline L. Morris  
*Jacqueline L. Morris*