

**Amended
Code of Regulations**

of

The Forest Ridge Association

**PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION _____
[insert recording information for all prior versions and amendments]**

[insert Plat Map(s) recording information]

**AMENDED
CODE OF REGULATIONS**

OF

THE FOREST RIDGE ASSOCIATION

RECITALS:

WHEREAS, the Declaration _____ was recorded at Montgomery County Records [insert recording information] (the “Declaration”);

WHEREAS, to the extent this instrument conflicts with any provision of the Declaration, the provisions of this instrument shall control;

WHEREAS, this instrument has been duly adopted by the Members of the Association and supersedes and replaces all prior Code of Regulations/bylaws of The Forest Ridge Association, an Ohio non-profit corporation (“corporation” or “Association”);

WHEREAS, the real property subject to this instrument is described on **Exhibit A** attached hereto (which is owned by The Forest Ridge Association), as well as all Lots in the Forest Ridge plats [insert recording information], as set forth in the Declaration;

**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 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.

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 the property owner(s) of record and any family members in permanent residence at the property. The Board of Trustees shall have sole power to determine status of family members under this section.

Section 2. Voting Rights. An Active Member shall be a Member who is current in the payment of operating dues and/or assessments. Active Members have voting rights and activity privileges and are eligible to hold office in the Association. When more than one person holds such 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.

An Inactive member shall be one who is in default for more than thirty (30) days in the payment of any annual or special assessment levied by the Association. Voting rights and right to use the recreational facilities of Inactive Members will be suspended by the Board of Trustees until such assessment has been paid.

ARTICLE IV
PROPERTY RIGHTS, RIGHTS OF ENJOYMENT

Each Active Member shall be entitled to the use and enjoyment of the Green Areas, Swimming Club and Recreation Area, and facilities of the Association. Any Active Member may delegate their rights of enjoyment thereof to the members of their family, tenants or contract purchasers who reside on the property. Such member shall notify the Secretary in writing of the name of any such delegee. For this purpose, "in writing" shall include notification by electronic mail or other means acceptable to the Board of Trustees. The Board of Trustees may, at its sole discretion, accept documentation such as a current, signed lease or contract as evidence of assumed delegation. 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 before the Board of Trustees, for a period not to exceed ninety (90) 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. Willful damage may be prosecuted and damages sought in an amount agreed by the Board of Trustees.

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 affirmative vote of a two-thirds majority, polling to be achieved as described in Article X, Sections 3 and 4.

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. Each trustee is elected for a term of three (3) years, one third of the Board having terms expire in a single year. Trustee elections are to be held at each fall annual meeting. Each Active Member present at the meeting may vote for up to three candidates to serve terms of three years. The three candidates with the greatest number of votes shall be declared the winners. If a quorum is not present at the meeting the three candidates with the greatest number of votes shall be considered to have been appointed through acclamation of the membership and shall serve the 3 year terms as though elected. Election of any Board Member at a meeting where a quorum is not present may be challenged within 30 days of the election by a petition signed by at least 51 Active Members.

Any Trustee may be removed from the Board with or without cause, by a majority vote of the Active Members of the Association or by a vote of at least seven (7) of the Trustees. In the event of death, resignation or removal of a Trustee, their successor shall be selected by the remaining members of the Board and shall serve the unexpired term of office.

No Trustee shall receive compensation for any service they may render to the Association. However, any Trustee may be reimbursed for actual expenses incurred in the performance of their 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. Approval via electronic mail or electronic communication shall be considered to be written for this purpose. Any action so approved shall have the same effect as though taken at a meeting of the Trustees and shall be recorded in the minutes of the next regularly scheduled meeting.

The Trustees may hold a meeting by any method of communication, including electronic or telephonic communication, provided that each Board Member can hear or read in real time and participate and respond to every other member of the Board.

ARTICLE VI MEETINGS OF TRUSTEES

Section 1. Regular Meetings. Regular meetings of the Board of Trustees shall be held monthly at such place and hour as may be fixed from time to time by resolution of the Board.

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. A call for candidates must be issued through any means agreed by the Board including, but not limited to, announcements in the Forest Murmurs, postings to the Forest Ridge web site, or postings to other social media sites dedicated to communication with Forest Ridge membership. An Active Member seeking to be elected to the Board of Trustees shall identify their candidacy to the Board. If announced prior to two (2) weeks before the semi-annual meeting at which the election will occur, the candidate shall be included on the ballot. If the candidacy is announced fewer than two (2) weeks before the semi-annual meeting the candidate shall be considered to be a write-in. Additionally, an Active Member may signify their candidacy at the semi-annual meeting as a floor nomination without previous advanced notice. Such a candidate will be considered to be a write-in.

Section 2. Election. Each Active Member shall be entitled to one vote for each seat on the Board of

Trustees to be filled. Voting shall be by secret ballot. Voting may be accomplished by attendance at the meeting, by mail (postage paid by Member) postmarked no later than two business days prior to the election, or by other electronic means as they become available.

The Board of Trustees shall appoint three inspectors of election whose duty it shall be to supervise the voting and tabulate the ballots cast. The inspectors of election shall be Active Members who are not holding nor seeking a Board of Trustees seat at the time of the election. In case of a tie vote, one runoff ballot shall be cast. If still tied, the winner shall be declared by random drawing supervised by the inspectors of election.

ARTICLE VIII POWERS AND DUTIES OF THE BOARD OF TRUSTEES

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

- (a) To adopt, publish and enforce 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 adopt, publish and enforce rules and regulations governing the maintenance, repairs, replacement, modification and appearance of the property and facilities of the Association;
- (c) 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;
- (d) To declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent without cause, as determined by the remaining members of the Board, from three (3) consecutive regular meetings of the Board of Trustees;
- (e) To employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;
- (f) To enter into contracts and incur liabilities relating to the operation and maintenance of the property and facilities.

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 semi-annual meetings of the Members;
- (b) To maintain a record of names and addresses of all members;
- (c) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (d) 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 notice of each assessment to every Member subject thereto at least thirty days in advance of the due date of the assessment, and to collect such assessments.
- (e) 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;
- (f) To procure and maintain adequate liability insurance for Board Members and Association assets and to procure adequate hazard insurance on property owned by the Association;
- (g) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (h) To procure and maintain adequate directors and officers liability insurance;
- (i) To annually adopt and amend an estimated budget for revenues and expenditures, to include reserves in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments, unless waived by the Members exercising not less than a majority of the voting power of the Association;
- (j) To cause the Green Areas to be maintained;
- (k) To cause recreation areas to be maintained;

- (l) To file reports and submissions as required by Federal and State agencies; and
- (m) To review this Code of Regulations for currency and applicability at least every five (5) years or five (5) years from the most recent change, whichever is later.

Section 3. Compliance. The Board shall comply with all applicable state and federal laws concerning prohibitions against discrimination on the basis of race, color, religion, sex, military status, national origin, disability, age, or ancestry, including, but not limited to, Chapter 4112 of the Revised Code. No private right of action additional to those conferred by the applicable state and federal anti-discrimination laws is conferred on any aggrieved individual by the preceding sentence.

ARTICLE IX COMMITTEES

Section 1. The Board of Trustees shall appoint such committees as deemed appropriate to carry out its purposes. Committee members need not be Board Members but committee chairs will be appointed by the Board of Trustees. Examples of such committees are:

1. A Pool and Outdoor Recreation Committee which shall advise the Board of Trustees on all matters pertaining to pool operations and maintenance, the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines;
2. A Maintenance and Green Areas 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 Communications Committee which shall inform the members of all activities and functions 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;
4. An Audit Committee which shall supervise the annual audit of the Association's books and present the annual budget and statement of income and expenditures, as approved by the full Board of Trustees, to the membership at its regular Spring annual meeting. The Treasurer shall be an ex officio member of the Committee; and

5. An Activities Committee which shall advise the Board of Trustees on all matters and initiatives pertaining to neighborhood social and community events and activities, and shall perform such other functions as the Board in its discretion determines.

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 or officer of the Association as is further concerned with the matter presented.

ARTICLE X MEETINGS OF MEMBERS

Section 1. Semi-Annual Meetings. There shall be two meetings of the members held annually. These meetings are to be designated the Spring semi-annual meeting and the Fall semi-annual meeting. The Fall semi-annual meeting of the members shall be held on the second Monday of September of each year and the Spring semi-annual meeting shall be held on the first Monday of March of each year.

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 one-tenth (1/10) of the membership who are entitled to vote. Written request shall be interpreted to include electronic mail or other electronic communications medium.

Section 3. Notice of Meetings. At least ten (10) but no more than sixty (60) days' notice of each meeting of the members shall be given to each member entitled to vote thereat by, or at the direction of, the Secretary or person authorized to call the meeting using any of the following methods as authorized by the membership: mailing a copy of such notice; electronic notification (e.g. e-mail, web site announcements, announcements on social media sites dedicated to communication with Forest Ridge membership, etc.); signage posted prominently throughout the neighborhood; or other means as approved by the membership. 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. Except as otherwise provided by law or in this Code of Regulations, the participation of members entitled to cast one-tenth (1/10) of the votes shall constitute a quorum for any action. Such Members of the Association may be present in person or by proxy, or cast votes by alternate means (including mail; electronic mail; electronic polls; and other means the membership shall approve in the future).

ARTICLE XI OFFICERS AND THEIR DUTIES

Section 1. Officers

- a. Enumeration of Officers.** The officers of this Association shall be a President and Vice-President who shall at all times be members of the Board of Trustees. The Board may appoint other officers from time to time by resolution. A secretary and a treasurer may be appointed by the Board of Trustees as required. Such appointed officers shall not have voting rights on the Board.
- b. 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.
- c. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he/she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.
- d. 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.
- e. Resignation and Removal.** Any officer may be removed from office with or without cause by a majority vote of the entire Board. Any officer may resign at any time by giving written notice to the Board, the president or the vice president. 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.
- f. 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/she replaces.
- g. Multiple Offices.** The positions 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 paragraph (d) above.
- h. Duties.** The duties of the officers are as follows:

 - (i) PRESIDENT:** The president shall preside at 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.

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

Section 2. Staff positions

a. Overview. Staff may be appointed by the Board as necessary to perform certain tasks. Staff members are considered ex-officio Board Members but have no voting rights.

b. Duties. Duties of staff members are as follows:

(i) SECRETARY: The secretary shall record the votes and keep the minutes of all meetings and proceedings 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.

(ii) TREASURER: 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 co-sign all checks of the Association; keep proper books of account; shall cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; shall prepare an annual budget as directed by the Board of Trustees and a statement of income and expenditures to be presented to the membership at its regular spring meeting. A copy of such reports shall be delivered to each to the members by methods approved by the Board of Trustees.

(iii) Others: Other staff members may be appointed from time to time by the Board as necessary.

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 herein 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 Areas.

Section 3. Annual Assessments. The annual assessments or charges shall be established by the Board of Trustees in the manner herein set forth. The amount shall be based upon the anticipated operational expense for the ensuing year and any deposit to a replacement reserve fund as the Board of Trustees deems appropriate.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association, with approval by the affirmative vote of a simple majority, polling to be achieved as described in Article X, Sections 3 and 4, may levy a special assessment not to exceed 5 years for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, and/or 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 shall be remitted by a date set by the Board of Trustees. In exceptional cases, such assessments may be collected on a schedule as determined by the Board of Trustees.

Section 6. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent and shall incur a late fee as established by the Board of Trustees. 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 an interest rate established each year by the Board of Trustees not to exceed that allowed by law, the late charge will be applied, 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. Returned checks will incur charges as determined by the Board of Trustees. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Properties or abandonment of their lot.

Section 7. 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.

Section 8. Basis and Maximum Assessments:

(1) The maximum annual assessment may be increased each year 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 for the following year may be increased above that established by the Consumer Price Index formula by a vote of the members at either of the semi-annual meetings of the Association as described in Article X, Section 4. A simple majority of those casting an authorized ballot shall constitute acceptance by membership. Notice shall be provided as described in Article X, Section 3. 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.

ARTICLE XIII BOOKS AND RECORDS

The books, records and papers of the Association shall be open to inspection by any member subject to limitations established by Ohio Revised Code. The Declaration, the Articles of Incorporation and By-Laws of the Association shall be available for inspection by any member and may be published on an Association web site or other Internet location.

ARTICLE XIV AMENDMENTS

This Code of Regulations, unless otherwise limited herein or by the Declaration, may be amended by the affirmative vote of a simple majority, polling to be achieved as described in Article X, Sections 3 and 4. Approved amendments must be filed with the Montgomery County recorder and/or other entities as required by law before becoming effective.

ARTICLE XV DISSOLUTION

The Association may be dissolved only with the unanimous written consent of the membership. 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

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

ARTICLE XVII
COVENANTS AND RESTRICTIONS

1. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them unless they are amended or terminated by the affirmative vote of a simple majority, polling to be achieved as described in Article X, Sections 3 and 4. Where covenants and restrictions are stricter than those that existed before adoption of the most recent versions, variances may be granted by the Board of Trustees on a case-by-case basis to accommodate exceptions. In any event, these covenants and restrictions shall be considered subordinate to regulatory agencies' rules and regulations should conflicts arise.
2. These covenants and restrictions shall be enforceable by injunction and otherwise by the Association, its successors, or assigns.
3. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
4. All lots within the subdivision shall be known and described as residential lots.
5. No lot shall 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, a private garage for not more than two cars, and a one story utility building/shed not to exceed 150 square feet.
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, for sale, or political signs shall be erected on any residential lot in this plat. The size of such signs may be limited by the Board of Trustees with

subsequent approval from the membership.

- 11.** 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.
- 12.** 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.
- 13.** 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.
- 14.** Any area designated as “Green Area” in the Forest Ridge plats is intended for use by the home owners within the 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, which Declaration is incorporated and made a part of this plat.
- 15.** 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.

Exhibit A

[legal descriptions to be inserted]