Amendment to the
Declaration of Restrictions
for Springforest Plat I

This information is taken from public records filed with the Lucas County Recorder’s Office. Port Lawrence Title & Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
AMENDMENT TO THE DECLARATION OF RESTRICTIONS

WHEREAS, Millstream Development Company, hereinafter referred to as "Developer," established restrictions for development of the real estate known as Springforest Plat I, a subdivision in Sylvania Township, Lucas County, Ohio as stated in the Declaration of Restrictions for Springforest Plat I, dated January 7, 1987 and recorded in the office of the Lucas County Recorder at Deed 87-0041D1; 

WHEREAS, a second Declaration of Restrictions was executed on November 18, 1987 and recorded in the office of the Lucas County Recorder at Deed 87-2073D1; a third on October 24, 1988 and recorded in the office of the Lucas County Recorder at Deed 88-1574D03; and a fourth was executed on November 9, 1989 and recorded in the office of the Lucas County Recorder at Deed 89-1560A01.

WHEREAS, the property encumbered by the aforesaid Declaration of Restrictions is describe on Exhibit A attached hereto and incorporated herein:

WHEREAS, all of the aforesaid Declaration of Restrictions create a single property owners association to control all of the property referred to in said Exhibit A attached hereto;

WHEREAS, the Developer has assigned its rights, privileges and powers stated in the Declarations of Restrictions and all amendments to Springforest Property Owners Association (the "Association");

WHEREAS, the Association has been operating pursuant to a Code Regulations of Springforest Property Owners Association, a copy of which is attached hereto;

WHEREAS, the Association desires to ratify that certain Code Regulations of Springforest Property Owners Association and to amend same pursuant to the First Amendment to the Code of Regulations also attached hereto.

NOW, THEREFORE, the Association has approved and adopted a Code of Regulations as amended for the maintenance and care of the property known as Springforest Plat I, II, III and IV. The Code of Regulations and First Amendment thereto are attached hereto and made a part hereof and are to be recorded with the Lucas County Recorder.

IN WITNESS WHEREOF, the undersigned his hereunto set his hand this 3rd day of July, 1999.

Witnesses:

SPRINGFOREST PROPERTY OWNERS ASSOCIATION

By: James C. Anderson, Vice President

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STATE OF OHIO  
COUNTY OF LUCAS  

The foregoing instrument was acknowledged before me this ___ day of __________, 1999 by James C. Anderson, Vice President of Springforest Property Owners Association, an Ohio corporation, on behalf of the corporation.

[Signature]

Notary Public
My Commission Expires: ________

[Seal]

ANNE E. BOYLE
Notary Public, State of Ohio
My Commission Expires 8-27-2001
EXHIBIT A

SPRING FOREST PLAT I of which is this a correct plat, is comprised of part of the Township of Sylvania, Lucas County, Ohio, bounded and described as follows:

All that part of the West 1/2 of the West 1/2 of the East 1/2 of the Northwest 1/4 of Section 28, Town 9 South, Range 6 East, Sylvania Township, Lucas County, Ohio, being more fully described as follows:

Commencing at the North 1/4 corner of said Section 28; thence North 85 degrees 43 minutes 00 seconds West along the North line of the Northwest 1/4 of Section 28 a distance of 1,017.60 feet to the Point of Beginning; thence South 01 degree 00 minutes 35 seconds West along the East line of the said West 1/2 of the West 1/2 of the East 1/2 of the Northwest 1/4 of Section 25 a distance of 1,330.16 feet; thence North 88 degrees 39 minutes 25 seconds West a distance of 1,527.75 feet; thence along a curve to the left having a radius of 1,786.64 feet, a central angle of 01 degree 13 minutes 03 seconds, an arc length of 37.97 feet and a chord length of 37.97 feet bearing South 01 degree 18 minutes 03 seconds East; thence North 88 degrees 58 minutes 11 seconds West a distance of 1,879.93 feet to the West line of the West 1/2 of the West 1/2 of the East 1/2 of the Northwest 1/4 of Section 28; thence North 01 degree 01 minute 50 seconds East along the said West line of the West 1/2 of the West 1/2 of the East 1/2 of the Northwest 1/4 of Section 28 a distance of 1,387.40 feet to the North line of the said Northwest 1/4 of Section 28; and thence South 85 degrees 43 minutes 00 seconds East along the said North line of the Northwest 1/4 of Section 28 a distance of 339.20 feet to the POINT OF BEGINNING. Containing 10.587 acres, more or less. Subject to legal highways; and,

That part of the West 1/2 of the Northwest 1/4 of Section 28, Town 9 South, Range 6 East, Sylvania Township, Lucas County, Ohio, being more fully described as follows:

Commencing at the North 1/4 corner of said Section 28; thence North 85 degrees 43 minutes 00 seconds West along the north line of the Northwest 1/4 of Section 28 a distance of 1,017.60 feet and thence South 01 degrees 00 minutes 35 seconds West a distance of 1,330.16 feet to the Point of Beginning; thence South 01 degrees 00 minutes 35 seconds West a distance of 1,123.30 feet to the east-west centerline of said Section 28; thence South 88 degrees 05 minutes 46 seconds West along the said east-west centerline of Section 28 a distance of 339.00 feet; thence North 01 degrees 01 minutes 49 seconds East 622.53 feet; thence South 89 degrees 38 minutes 21 seconds West 236.28 feet; thence North 01 degrees 01 minutes 49 seconds East 480.18 feet; thence North 89 degrees 38 minutes 11 seconds East 187.93 feet; thence 37.97 feet along a curve to the right having a radius of 1,786.64 feet, a central angle of 01 degrees 13 minutes 03 seconds, a tangent of 18.98 feet and a chord of 37.97 feet bearing North 01 degrees 18 minutes 03 seconds West; and thence South 88
degrees 59 minutes 25 seconds East 152.75 feet to the Point of Beginning; containing 11.149 acres of land, more or less; and.

SPRING FOREST PLAT THREE, of which this is a correct plat, is laid out on and comprises all that part of the Northwest 1/4 of Section 28, Town 9 South, Range 6 East, Sylvania Township, Lucas County, Ohio, bounded and described as follows:

Commencing at the northwest corner of said Section 28; thence South 85 degrees 43 minutes 00 seconds East along the north line of said Section 28 a distance of 632.53 feet; and thence South 01 degrees 01 minutes 49 seconds West 400 feet to the point of beginning; thence South 85 degrees 43 minutes 00 seconds East 491.55 feet; thence South 01 degrees 01 minutes 49 seconds West 100.00 feet; thence South 85 degrees 43 minutes 00 seconds East 232.92 feet to the westerly line of "SpringForest"; thence South 01 degrees 01 minutes 49 seconds West along said westerly line of SpringForest 887.40 feet to the northerly line of "SpringForest Plat Two"; thence South 89 degrees 38 minutes 21 seconds West along said northerly line of said "SpringForest Plat Two" 226.28 feet; thence North 57 degrees 34 minutes 15 seconds West 160.26 feet; thence North 01 degrees 01 minutes 49 seconds East 32.00 feet; thence North 88 degrees 58 minutes 11 seconds West 212.00 feet; thence North 01 degrees 01 minutes 49 seconds East 28.52 feet; thence North 88 degrees 58 minutes 11 seconds West 148.10 feet; and thence North 01 degrees 01 minutes 49 seconds East 889.97 feet to the place of beginning; containing 15.15 acres of land, more or less; and.

SPRING FOREST PLAT FOUR, of which this is a correct plat, is laid out on and comprises all that part of the Northwest 1/4 of Section 28, Town 9 South, Range 6 East, Sylvania Township, Lucas County, Ohio, bounded and described as follows:

Commencing at the northwest corner of said Section 28 and thence South 1 degree 6 minutes 27 seconds West along the westerly line of said Section 28 a distance of 1,395.18 feet to the place of beginning; thence North 89 degrees 38 minutes 21 seconds East 633.58 feet; thence North 1 degree 1 minute 49 seconds East 55.93 feet to the southwesterly corner of Spring Forest Plat Three; thence along the southerly lines of Spring Forest Plat Three South 88 degrees 58 minutes 11 seconds East 148.10 feet; South 1 degree 1 minute 49 seconds West 28.53 feet; South 88 degrees 58 minutes 11 seconds West 212.00 feet; South 1 degree 1 minute 49 seconds West 32.00 feet and South 57 degrees 34 minutes 15 seconds East 160.26 feet to the westerly line of Spring Forest Plat Two; thence South 1 degree 1 minute 49 seconds West along said westerly line of Spring Forest Plat Two a distance of 256.12 feet; thence South 89 degrees 38 minutes 21 seconds West 1,131.14 feet to the westerly line of said Section 28; and thence North 1 degree 6 minutes 27 seconds East along said westerly line of Section 28 a distance of 386.29 feet to the place of beginning; containing 10.13 acres of land, more or less.
CODE OF REGULATIONS

OF

SPRINGFOREST PROPERTY OWNERS ASSOCIATION

ARTICLE I

AUTHORITY AND ORGANIZATION

1.1 The name of the corporation is SPRINGFOREST PROPERTY OWNERS ASSOCIATION, hereinafter known as the "Association".

1.2 The purposes for which the Association is formed are as follows:

(a) To manage, maintain and repair, all that portion of SpringForest Plat I, II, III and IV, a subdivision in Sylvania Township, Lucas County, Ohio located in the right of way, the maintenance of which is not the responsibility of a governmental entity, pursuant to certain Declarations of Restrictions (collectively, the "Declaration of Restrictions"), as follows:

(i) Declaration of Restrictions for SpringForest Plat I, dated January 7, 1987 and recorded in the Office of the Lucas County Recorder at Deed 87-0041D11.

(ii) Declaration of Restrictions for SpringForest Plat II, dated November 18, 1987 and recorded in the Office of the Lucas County Recorder at Deed 87-2073011.

(iii) Declarations of Restrictions for SpringForest Plat III, dated October 24, 1988 and recorded in the Office of the Lucas County Recorder at Deed 88-1574003

(iv) Declaration of Restrictions for SpringForest Plat IV, dated November 9, 1989 and recorded in the Office of the Lucas County Recorder at Deed 89-1560A01.
(b) To establish and enforce for the benefit of the owners of the residential lots in the Subdivision, the Subdivision's provisions of all restrictions, covenants, easements and regulations with respect to the use and occupancy of residential lots and rights of way in the Subdivision, including the Declaration of Restrictions.

(c) To maintain landscaping within the right of way areas of the Subdivision, and to establish an orderly and efficient system for the collection and disbursement of funds for the cost and expense incurred in carrying out the purposes of the Association.

(d) To perform any and all acts incidental to carry out the foregoing purposes as may be permitted by the provisions of Section 1702.12 of the Ohio Revised Code.

All of the above purposes shall be without pecuniary profit to any Trustee or member of the Association.

1.3 The members of the Association shall consist of the legal title owners of all of the lots in the Subdivision from time to time (with the exception that the Developer shall be deemed to be the legal title owner of each unsold Developer lot held in the name of Louisville Title Agency for N.W. Ohio, Inc. as Trustee).

1.4 All persons who hereafter acquire legal title to a lot in the Subdivision shall automatically become a member of the Association entitled to all of the rights and privileges of such membership and subject to all the duties and obligations thereof. Persons holding legal title to more than one (1) lot in the Subdivision shall be entitled to one (1) member vote in the Association for each lot owned.

ARTICLE II

MEETINGS OF MEMBERS

2.1 The annual meeting of the members of this Association shall be held on the first Monday of May unless otherwise provided by resolution of the Board of Trustees.

2.2 At the annual meeting, the members of the Association shall vote to elect and fill any vacancies or new positions in the Board of Trustees. The membership of the Association shall choose among those nominated by the nominating committee, as established in paragraph 7.6. Any member, other than those nominated by the nominating
committee, may be added to the slate of members being proposed by the nominating committee by mailing to the President of the Association not less than fifteen (15) days before said meeting, a petition setting forth the nomination of that member and signed by no less than two (2) members. In the event that a quorum cannot be attained at a meeting to elect Trustees, the members present may empower the Trustees to hold a ballot election by mailing the proposed slate of Trustees to all the members. The results of such an election will be mailed to all the members after confirmation by the then existing Trustees.

2.3 Special meetings of the members may be called at any time by the President, or in his absence a Vice President, the Trustees by action at a meeting or a majority of the Trustees acting without a meeting, or by those members entitled then to exercise at least 40% of the voting power of the Association.

2.4 Meetings of members shall be held at such place within or without the State of Ohio as the Board of Trustees may determine from time to time and as shall be designated in the notice of the meeting.

2.5 Unless waived, a written notice of any special meeting, stating the day, hour and place, and the purpose or purposes thereof, shall be served on or mailed to each member of record entitled to vote or entitled to notice, not more than thirty (30) days nor less than ten (10) days, excluding Sundays and legal holidays, before such meeting. If mailed, it shall be directed to a member at his address as the same appears on the records of the Association.

2.6 Any member, either before or after any meeting, may waive any notice required to be given by law or under these regulations, and whenever all of the members entitled to vote shall meet in person or by proxy and consent to hold a meeting, it shall be valid for all purposes without call or notice, and at such meeting any action may be taken.

2.7 At any meeting called for any purpose, the members entitling them to exercise a majority of the voting power of the Association, present in person or represented by proxy, shall constitute a quorum. At any meeting at which a quorum is present, all questions and business which shall come before the meeting shall be determined by the majority vote of such members as are represented in person or by proxy.
2.8 At any meeting, whether a quorum is present or not, the holders of a majority of the votes represented by members present in person or proxy may adjourn from time to time and from place to place without notice other than by announcement at the meeting. At any such adjourned meeting at which a quorum is present, any business may be transacted which might be transacted at the meeting as originally notified or held.

2.9 Any member (including natural persons, corporations, partnerships, fiduciaries, or other entities) may vote or act at a general or special meeting of members by proxy appointed in writing, signed by such member. However, no member shall act as attorney-in-fact or proxy for more than ten (10) other members at any given general or special meeting of members. (This proxy limitation shall not apply to the Developer in the event the Developer still owns more than ten (10) lots and desires to vote by proxy.)

2.10 At any meeting of members, each member of the Association shall, except as otherwise provided by law, the Declaration of Restrictions, the Articles of Incorporation, or these Regulations, be entitled to one (1) vote in person or by proxy for each residential lot in the Subdivision, title to which is held in his name in the records of the Recorder of Lucas County, Ohio.

2.11 Any action which may be taken at any meeting of members may be authorized or taken without a meeting with the affirmative vote of a majority of the members entitled to exercise at least two-thirds (2/3) of the voting power of the Association.

ARTICLE III

TRUSTEES

3.1 The Board of Trustees shall constitute the governing body of the Association and except as otherwise required by statute, the Articles of Incorporation or the Code of Regulations all of the authority of the Association in its affairs shall be managed by the Board of Trustees.

3.2 Until changed and in accordance with the provisions of this Article, the number of Trustees shall be not less than three (3) nor more than seven (7) with the exact number to be determined from time to time by the Board of Trustees, subject to Item 1.3 herein.
3.3 The number of trustees may be fixed or changed by resolution at any annual meeting of members or at any special meeting of members called for that purpose, adopted by the vote of members present in person or by proxy, entitling them to exercise a majority of the voting power at such meeting but no reduction in the number of trustees shall have the effect of removing any Trustee prior to the expiration of his term of office.

3.4 The members of the Board of Trustees shall be elected at the annual meeting of members as set forth in paragraph 1.2 but when the annual meeting is not held or Trustees are not elected thereat, they may be elected at a special meeting called and held for that purpose.

3.5 The normal term of a Trustee shall be for three (3) years commencing in July of a given year. In order to provide continuity in the membership of the Board of Trustees, the policy shall be to elect trustees in successive and staggered years with initial terms and vacancies to be filled for unexpired terms in order to accomplish this purpose. Trustees whose terms have expired but whose successors have not been elected and qualified shall continue to hold office beyond the expiration date of their term until their successors are elected and qualified.

3.6 In the event of the death, removal, or resignation of a Trustee, the remaining Trustees by the vote of a majority of their number may fill the vacancy created in the Board for the unexpired term.

3.7 In the event the members increase the number of Trustees but fail at the meeting at which such increase is authorized or at an adjournment thereof to elect the additional Trustees provided for, or in the event the members fail at any time to elect the whole number of Trustees a vacancy shall exist and the unexpired term for which such vacancy exists may be filled by the vote of a majority of the remaining Trustees.

3.8 Any action which may be authorized or taken at a meeting of the Board of Trustees may be authorized or taken either by telephonic communication, sufficient at law, by the majority affirmative vote with written confirmations signed by all the trustees who would be entitled to notice of a meeting for such purpose or without a meeting with the affirmative vote or approval of, and in writing or writings, signed by all the Trustees who would be entitled to notice of a meeting for such purpose.
3.9 For the government of its action, the Board of Trustees may adopt By-laws consistent with the Articles of Incorporation and these Regulations.

3.10 Trustees as such shall not receive any salary for their services but by resolution of the Board of Trustees a fixed sum and expense of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board of Trustees, provided that nothing herein contained shall be construed to preclude any Trustee from serving the Association in any other capacity and receiving compensation therefor.

3.11 Without limitation upon the generality of the powers conferred on the Board of Trustees, the Trustees acting as the Board shall have the power to fix, define and limit the powers and duties of all officers of the Association, to appoint and at their discretion with or without cause to remove or suspend such officers, and to fix and determine all salaries or compensation of all officers.

3.12 The Board of Trustees during any period between meetings of the members of the Association shall have the power to levy special assessments on the membership, up to $100.00 per lot for emergency matters. Special assessments over $100.00 per lot shall require a special meeting of the members of the Association and approval of the majority of those present as set forth in paragraph 3.7.

ARTICLE IV

MEETINGS OF TRUSTEES

4.1 The Board of Trustees shall hold quarterly meetings, at such times as may be fixed by the President of the Association. Special meetings of the Board of Trustees may be called by the President or any two (2) Trustees.

4.2 Written notice of the time and place of each meeting of the Trustees shall be given to each Trustee at least five (5) days before the day in which the meeting is to be held. Notice of any meeting of the Board of Trustees need not be given to any Trustee if waived by him in writing, whether before or after such meeting be held, or if he is present at such meeting and any meeting of the Board of Trustees shall be a legal meeting without any notice thereof having been given if all of the Trustees shall be present thereat.
4.3 The Secretary shall issue notices of the meeting whether or not he is a party to the call. In the event of the absence or inability of the Secretary to issue the notice, such notice shall be issued by the President or any Vice President. The policy shall be to furnish an agenda for all meetings, in advance, whenever possible but failure to state the purpose of the meeting shall not invalidate the notice.

4.4 Meetings of the Board of Trustees shall be held at such place within or without the State of Ohio as the Board of Trustees may determine from time to time and as shall be designated in the notice of the meeting.

4.5 A majority of the Board of Trustees shall constitute a quorum for a meeting of the Trustees but whenever less than a quorum is present at the time and place appointed for any meeting of the Board of Trustees, a majority of those present may adjourn from time to time without notice other than by announcing at the meeting until a quorum shall be present.

4.6 A majority of the Trustees present at a meeting at which a quorum is present is the act of the Board of Trustees unless the act of a greater number is required by the Articles of Incorporation or these Regulations, provided however, a majority of the Board of Trustees shall be required to fill a vacancy for an unexpired term in the Board of Trustees.

4.7 There may be established an executive committee of the Board of Trustees consisting of three (3) Trustees, the President and another Trustee appointed by a majority of the Board of Trustees. The executive committee, if established, shall exercise all of the powers of the Board of Trustees in the intervals between meetings of the Board of Trustees except the power to remove a member of the Board of Trustees or any officer from office and shall report its interim actions at the next regular meeting of the Board of Trustees.

4.8 The executive committee shall serve at the pleasure of the Board of Trustees and may act by a majority of its members at a meeting or by a writing signed by all of its members.

4.9 Meetings of the executive committee shall be set by the Chairman thereof as selected by a majority of the members thereof and may be called at the request of any member thereof with two (2) days notice to the other members. Meetings may be held by means of telephone or similar communication equipment if all members participating can hear and speak to each other and participation in a meeting in such manner shall constitute presence at such meeting.
4.10 The Chairman of the executive committee shall appoint a secretary to that committee who shall be responsible for giving notices, recording actions, and for providing all written communication among the members of the executive committee and between the executive committee and the Board of Trustees.

ARTICLE V
OFFICERS

5.1 The officers of the Association shall be the President, one (1), or more Vice Presidents, a Secretary, a Treasurer, and such other officers as the Board of Trustees may from time to time select.

5.2 Such officers shall be elected by a majority vote of the Board of Trustees. The President shall be a member of the Board of Trustees but no other officers need be a member of the Board of Trustees or a member of the Association. Any two (2) or more of such offices may be held by the same person.

5.3 Officers of the Association shall hold office during the pleasure of the Board of Trustees and unless sooner removed by the Board of Trustees, until the organization meeting of the Board of Trustees following the date of their election and until their successors are elected and qualified.

5.4 The Board of Trustees may remove any officer at any time with or without cause with a majority vote. A vacancy in any office, however created, shall be filled by the Board of Trustees.

5.5 The President shall generally perform all of the duties as shall from time to time be required of him by the Trustees. The President shall preside at all meetings of the Board of Trustees.

5.6 The Vice President shall be vested with all of the powers and duties of the President in the President's absence unless, however, such powers and duties are imposed on some other officer of the Association by the Board of Trustees and the Trustees may from time to time impose and confer such powers and duties on the Vice President as they shall deem proper.
5.7 The Treasurer shall have custody of all monies and securities of the Association and shall disburse or otherwise deal with the same as shall be ordered by the Board of Trustees. He shall keep an accurate account of all monies received and disbursed by him and shall generally perform such duties as may be required of him by the Board of Trustees. The Board of Trustees may require the Treasurer to be bonded, with such bonding to be paid for by the Association.

5.8 The Secretary shall be responsible for maintaining a record of all meetings of members and of the Board of Trustees and shall give due notice of all such meetings. He shall communicate actions of the Board of Trustees to all property persons as authorized by the President or by the Board of Trustees and generally shall perform such other and further duties as shall be from time to time required of him by the members of the Association or by the Trustees.

ARTICLE VI

TRUSTEES AND OFFICERS

6.1 Any Trustee or officer may deal or contract with the Association as a vendor, purchaser, employee, agent, or otherwise, provided there has been full disclosure of his status to the Trustees as a vendor, purchaser, employee, agent or otherwise.

6.2 No transaction shall be voided or invalidated solely by reason of any relationship of any Trustee or officer of the Association with any other party to the transaction, provided the existence of such relationship shall be disclosed to or known by the Board of Trustees present at any meeting at which action on such transaction shall be taken, and such transaction shall have been approved by a majority of the disinterested Trustees.

6.3 Provided that the conditions specified in subparagraph above have been satisfied, no Trustee or officer shall be accountable to the Association for any gains or profits realized by reason of his transaction, by reason of the fact that he or any person or entity directly or indirectly related to him is interested in such transaction.

6.4 A Trustee interested in such transaction may be counted in determining a quorum at any meeting of the Board of Trustees which shall take action with respect to any such transaction but may not vote on any such transaction.
6.5 The Association shall indemnify and hold harmless to the extent permissible under Sections 1702.12(E)(1) and (E)(2) of the Revised Code of Ohio each Trustee and officer of the Association against all cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he is made a party by reason of his status as such or having a similar status with any other entity at the request of the Association, whether or not he is acting in such capacity at the time of incurring such cost and expense.

In addition to the indemnification herein provided the Association may pay for or reimburse the reasonable expenses, including attorneys' fees, of a Trustee or officer who is a party to or is threatened to be made a party to, a proceeding prior to the final disposition of the proceeding if:

(i) the Trustee or officer furnishes the Association a written affirmation of his good faith belief that his conduct has met the standard of conduct described in Ohio Revised Code Section 1792.12(E)(1);

(ii) the Trustee or officer furnishes the Association a written undertaking to repay such advance if it is ultimately determined that he did not meet the standard of conduct; and

(iii) a determination is made by majority vote of a quorum of the Board consisting of Trustees not at the time parties to the proceeding that, based on the facts then known, indemnification is not precluded under Ohio Revised Code Section 1702.12(E). If a quorum of the Board cannot be obtained under this subdivision (iii), the determination may be made by a majority vote of a quorum of the members present at a special meeting duly convened under the Association's Code of Regulations.

6.6 The Association may purchase and maintain insurance in such amounts as the Board of Trustees from time to time determine to insure each person acting in such capacity against any liability asserted against him arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under Section 1702.12(E) and (E)(2) of the Revised Code of Ohio.
ARTICLE VII

COMMITTEES

7.1 Pursuant to the Declaration of Restrictions, members of the Architectural Control Committee shall be appointed by the Developer until such time as all lots have been sold and conveyed and dwelling units have been completed thereon. Thereafter, members of an architectural control committee shall be appointed by the Board of Trustees to carry out any such remaining rights, privileges and powers.

7.2 Members of the architectural control committee shall consist of three (3) persons appointed by a majority of the Board of Trustees. At least one (1) member of each such committee shall be a Trustee and shall act as a delegate of the Board of Trustees but need not act as chairman of such committee.

7.3 The Architectural Control Committee shall serve at the pleasure of the Trustees and may act by a majority of its members at a meeting or by a writing signed by all of its members.

7.4 The Board of Trustees shall annually establish such committees as deemed necessary or desirable by the Board of Trustees from time to time as required to oversee and carry out permanent or temporary functions of the Board of Trustees which shall exist for the duration of the purpose for which they are formed.

7.5 All members of such committees shall be appointed by the President in consultation with the Board of Trustees and shall serve at the pleasure of the Trustees acting by a majority of its members at a meeting or by a writing signed by all of its members.

7.6 The members of the Board of Trustees shall appoint a nominating committee consisting of all members of the Board of Trustees and two (2) other members of the Association to be appointed by the Board of Trustees. The nominating committee shall be responsible to offer to the membership of the Association a slate of Trustees to fill any vacancies on the Board of Trustees. Such notification to the membership of a proposed slate shall precede the annual meeting by thirty (30) days.
ARTICLE VIII

COMMON AREAS AND FACILITIES

8.1 The Association, by the vote of those members entitled to exercise a majority of the voting power of the Association, may adopt reasonable rules and regulations from time to time for the maintenance, conservation, and beautification of the entire Subdivision and for the health, comfort, safety and general welfare of the members of the Association.

8.2 Management, repair, maintenance, alteration, and improvement of any landscaped areas within the rights of way in the Subdivision, the maintenance of which is not the responsibility of a governmental entity shall be the responsibility of the Association.

8.3 The Association shall collect and disburse funds for the payment of the following costs and expenses:

(a) For legal and accounting services for the Association; and

(b) For the cost of collecting assessments, and expenses of maintaining the Association, and for any and all other purposes which the Association may determine from time to time to be for the general benefit of the owners of lots in SpringForest, including, without limitations:

(i) Enforcement of the Declaration of Restrictions.

(ii) Liability insurance to protect the Trustees, Association and members against loss or liability incident to the use of the right of way areas.

(iii) Landscaping, gardening, repair and replacement of the right of way areas as needed.

(iv) Employment of personnel for the benefit of all of the owners of the residential lots in the Subdivision.

(v) All real estate, personal property and other taxes levied against the Association or any of the right of way areas and to discharge any lien or encumbrance for taxes or otherwise against the Association or its assets.
8.4 The Association shall exercise its discretion and judgment with respect to the expenditure of funds for each of its authorized activities and its determination made in good faith with respect thereto shall be binding on all parties in interest.

8.5 Each member of the Association agrees to maintain, repair and replace, at his expense, all portions of the right of way areas which may be damaged or destroyed by reason of his act or neglect or by the act or neglect of any invitee, licensee or guest of such member.

8.6 Annual assessments shall be levied by the Association to provide funds to carry out the duties and obligations of the Association for all owners of residential lots in the Subdivision generally as herein set forth and shall be levied in equal amounts against each residential lot in the Subdivision.

ARTICLE IX
ASSESSMENTS

9.1 Each and every lot and lot owner in the Subdivision shall be subject to an equal annual assessment in such amount as may be annually determined by the Association. The annual assessments for each calendar year shall be determined by the Association, prior to the end of the preceding calendar year and shall be payable to the Association on or before the last day of April of each calendar year for such calendar year.

9.2 The Association shall have a perpetual lien upon the lots to secure the payment of the annual assessment and each such assessment shall also be the personal obligation of the owner or owners of each lot at the time when the assessment fell due. Each annual assessment shall become a lien against each lot on the first day of the year in which it is due. In default of the payment of the annual assessment within thirty (30) days of its due date, the lien for said charge may be recorded by filing in the office of the Recorder of Lucas County, Ohio, a "Notice of Lien", which shall be recorded in the lien records of said Recorder.
9.3 In the event any of said annual assessments are not paid when due, the Association may, when and as often as such delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of said lien or otherwise, and in such event, shall be entitled to recover and have and enforce against each lot a lien for its costs and expenses in that behalf, including attorney fees.

9.4 No owner may waive or otherwise escape liability for the annual assessments provided for herein by non-use of the right of way areas or by abandonment of his lot.

9.5 The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to foreclosure of a first mortgage shall extinguish the lien of such assessment as to payments 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.

9.6 The annual assessments shall be levied against all lots in the Subdivision.

9.7 The annual assessments may be increased, decreased or adjusted from year to year by the Association as the interest of the lot owners in the Subdivision may, in its judgment, require. The Association shall exercise its discretion and judgment as to the amount of its funds to be expended in connection with each of the purposes for which its funds are collected, and its discretion in reference thereto shall be binding upon all the interested parties.

9.8 Upon demand of any lot owner and after payment of a reasonable charge therefor, the secretary or treasurer of the Association shall promptly issue a certificate stating forth whether all assessments have been paid for such owner's lot, and, if not, the total amount of any unpaid assessments. Any such certificate stating that all assessments have been paid shall be conclusive evidence of such payment.

9.9 Special assessments against a particular lot or group of lots in the Subdivision for matters affecting such lots only, may be levied only by written agreement between the Association and the owners of such lots so affected.
ARTICLE X
GENERAL

10.1 Amendment of the Code of Regulations shall require the consent of those members entitled to exercise a majority of the voting power of the Association.

10.2 Amendment of the Articles of Incorporation shall require the consent of those members entitled to exercise at least two-thirds (2/3) of the voting power of the Association.

10.3 A unanimous vote of the members is required for any of the following acts:
(a) To dissolve the Association.
(b) To purchase any real estate.

10.4 The masculine gender as used herein shall include all genders.

IN WITNESS WHEREOF, the undersigned, being the initial incorporator of SpringForest Property Owners Association, does hereby adopt the foregoing Code of Regulations of SpringForest Property Owners Association this 13 day of October,

[Signature]
Incorporator

99 3106B07
FIRST AMENDMENT TO THE CODE OF REGULATIONS
OF
SPRINGFOREST PROPERTY OWNERS ASSOCIATION

WHEREAS, Millstream Development Company, hereinafter referred to as "Developer", established restrictions for the development of real estate known as Springforest Plat I, a Subdivision in Sylvania Township, Lucas County and pursuant to those restrictions created the Springforest Property Owners Association (the "Association");

WHEREAS, the Association has been operating pursuant to certain Bylaws executed October 6, 1993 and filed with the Secretary of State for the State of Ohio on November 18, 1993 by Douglas C. Wamsler on behalf of the Association;

WHEREAS, the Association desires to amend Article 9 of the Code of Regulations of Springforest Property Owners Association as follows.

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the Association, by vote of its members, hereby amends Sections 9.1 and 9.2 of the Code of Regulations to read as follows:

9.1 Each and every lot and lot owner in the Subdivision, by acceptance of a deed, whether or not it shall be so expressed in the deed, is deemed to covenant and agree to pay to the Association; annual assessments or charges and special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, 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 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. The annual assessments for each calendar year shall be determined by the Association, prior to the end of the preceding calendar year and shall be payable to the Association on or before the last day of January of each calendar year for such calendar year.

9.2 Any assessment paid after the due date shall bear interest from the due date at the rate of ten (10%) percent per annum. Additionally, if said assessment is not paid within thirty (30) days after the due date, the lien for said assessments may be recorded by filing in the office of the Lucas County Recorder, State of Ohio, a "Notice of Lien", which shall be recorded in the Lien Records of said Recorder.
This Amendment to the Code of Regulations of Springforest Property Owners Association was passed by the Association on May 27th, 1999.

Witnesses:

Lois E. Thomas
Evie L. Tipton

SPRINGFOREST PROPERTY OWNERS ASSOCIATION

By: James C. Anderson, Vice President

This instrument prepared by:
Michael W. Bragg, Esq.
Spengler Nathanson P.L.L.
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