



# **BOND AND ASSOCIATES TITLE AGENCY, INC.**

34 Swartz Road, Akron, OH 44319 • Ph: 330-785-1007 • 1-888-785-1007  
Fax: 330-785-1008 • Escrow Fax: 330-785-4054

**FEB - 7 2007**

February 5, 2007

Galehouse Construction Co.  
P.O. Box 267  
Doylestown, Ohio 44230  
Attn: Mike or Joyce

RE: Valley View Farms Phase Two

Dear Mike and Joyce,

Enclosed is the original filed Declaration of Restrictions for Valley View Farms Phase Two.

Please contact our office if you have any questions.

Sincerely,

Debbie Lane  
Escrow Assistant

NOTATED

200600017421  
Filed for Record in  
WAYNE COUNTY RECORDER  
JANE CARMICHAEL  
11-17-2006 At 10:34 am.  
RESTRICTION 224.00  
OR Book 570 Page 468 - 493

**DECLARATION OF RESTRICTIONS FOR  
VALLEY VIEW FARMS (PHASE TWO)  
(Reserve at Valley View Farms)**

WHEREAS, Galeheights Development Company, Inc., hereinafter called "Developer", is the owner of land in the Village of Doylestown, Wayne County, Ohio. Said land is further described on Exhibit A attached hereto and incorporated herein by this reference.

WHEREAS, Developer has developed the land into a residential subdivision known as Valley View Farms (Phase Two) (the "Subdivision").

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

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

See PB 28, Pg 108

**DEED RESTRICTIONS**

*Lots #999 through #1036 and Lots 1038 through 1047 shall be used exclusively for single family residences, and only one such residence shall be permitted on each lot. There shall not be erected, placed or suffered to remain on said lots any building or structure whatever other than one private dwelling house designed and intended for the occupancy of one family only. Lot 1037 shall be used as an open space parcel upon which are placed detention ponds, drainage easements and a pump station all for the benefit of the entire development. Lot 1037 shall be transferred by the Developer the Homeowner's Association created hereby.*

A. Single family dwellings shall meet the following requirements:

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

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

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

WAYNE COUNTY, OHIO  
*November 17 20 06*  
TRANSFER NOT NECESSARY  
JARRA L. UNDERWOOD, AUDITOR  
*Carol Chenevey* DEPUTY  
*Carol Chenevey*

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

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

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

(b) The minimum square footage living area for a dwelling in the Subdivision for each lot is 1750 square feet for a one story dwelling and 2200 square feet for a two story or story and a half with not less than 1200 square feet in the first floor area.

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

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

### LOT RESTRICTIONS

1. Side Building and Setback Line: Each building shall have a side building setback line along each lot line. The least dimension of each said building setback line shall be not less than ten (10) feet. The dimension shall be measured perpendicular from the property line to the foundation, which includes fireplaces. No shrubbery shall be closer than fifteen (15) feet to the street on corner lots. Notwithstanding the restrictions contained herein, detention ponds, drainage and storm water easements, water ponds, and pump stations shall be located as indicated on the plat or any amendment thereto filed by the Developer.

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

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

4. Rear Yards: No building may be erected on any lot nearer than **thirty-five (35)** feet to the rear lot line.
5. Driveways: All driveways shall be paved with concrete.
6. Sidewalks: Sidewalks shall be constructed by the lot owner within two months after construction of their house or within two months after demand by the Developer.

### **PROHIBITED ACTIVITIES**

The following uses and activities shall be prohibited within the Subdivision:

1. Industrial or manufacturing uses of any kind;
2. Commercial agricultural uses;
3. Mining or extraction of any minerals, including the removal of sand or gravel, however, this restriction should not limit or prohibit the extraction of minerals pursuant to leases or rights granted prior to the date of these restrictions. This restriction shall not prohibit the removal of any material in connection with development of the property for permitted use.
4. The keeping, raising, and harboring of cattle, swine, fowl, livestock, other farm animals not normally kept as household pets; provided, however, that nothing in this restriction shall prohibit the keeping of household pets provided they are not kept, bred or maintained for commercial purposes, or kept in a manner as to constitute a nuisance or activity prohibited by law.
5. Temporary or permanent structures, including but not limited to trailers, recreational vehicles, basements or incomplete houses, tents, shacks, garages or other out buildings of any kind.
6. Erection or maintenance of any signs, bill boards or advertising devices of any kind except (a) signs not larger than ten (10) square feet for offering premises for sale shall be permitted on the premises to be sold (one per lot). (b) Home Builders and General Contractor signs, not larger than ten (10) square feet and only during construction (one per lot). Nothing herein contained shall limit Developers right to place an entry sign to the Development. The size and design of said sign shall be within the sole discretion of Developer.
7. Nuisances and noxious or offensive activities of any kind.
8. Storage of mobile homes, trailers, commercial trucks and trailers, machinery, equipment, boats and non-working vehicles, unless such is not in view from any street

or adjacent residence. Nothing herein contained shall limit use of trucks, trailers or equipment during construction.

9. Hanging of laundry in the front portion of any lot.

10. No fences, exceeding the height of three (3) feet may be erected or placed or permitted on any lot or lots from the house to the street. In the rear lot, fences exceeding three (3) feet may be permitted only if allowed by the applicable zoning code and approved (including material selection), prior to installation, by the Developer or Board of Managers of the Homeowners Association for decorative and aesthetic value. Wire mesh type fences are strictly prohibited in all instances.

11. Site lighting which interferes with the comfort, privacy or general welfare of adjacent or other lot owners is prohibited. All site lighting, including security lighting, shall be approved by the Developer prior to installation.

12. All garbage or trash containers, oil tanks, gas meters, and bottled gas tanks shall be placed underground or placed in screened areas so that they shall not be visible from the adjoining properties.

13. No unsightly growth shall be permitted to grow or remain upon any lot and no refuse, pipe or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

14. No satellite dishes or radio tower greater than 18 inches in diameter shall be permitted on the home. No satellite dish or antenna may be installed on ground.

#### **ADDITIONAL RESTRICTIONS**

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

1. **Plan Review:** No buildings, or structures, or any additions thereon or alterations, shall be placed or suffered to remain upon any lot unless and until the size, location, type, shape, height, use, material of construction thereof, the color scheme thereof, the grading plan of the lot, including the grade elevations of said buildings and structures, a plot plan showing the proposed locations of said buildings or structures upon said premises and the plans, specifications and details of said buildings or structures, shall have been approved in writing by Developer. A true copy of said plans, specifications and details shall be logged permanently with Developer. No building or structures, or any additions thereto or alterations, thereof except such as conform to said plans, specifications and details shall be erected, altered, reconstructed, placed or suffered to remain on said premises. The Developer reserves the right to reject all such plans and specifications as aforesaid for any reasonable grounds, including, but not limited to aesthetic reasons.

2. Approval of Antennas: No exterior TV antennas or satellite dishes shall be erected unless and until the size, location and height have been submitted to and approved by the Developer.

3. Approval of Lot Splits: No lot in this subdivision shall be subdivided or divided, unless or until the plat showing such proposed subdivision or division shall have been submitted to the Developer and the written consent of said Developer has been obtained.

4. Approval of Grades and Slopes: Developer reserves the right to establish grades and slopes on the premises in the subdivision and to fix the grade at which any building or structure shall be hereafter erected or placed, so that the same may conform to a general plan wherein the established grade and slope of each lot matches and flows with the grade of the lots on either side, having due regard for natural contours and drainage of the land. Owner is responsible to maintain drainage grade as established by developer. Owner agrees to have EPA storm water permit transferred to any builder or excavator hired to grade site.

5. Approval of Tree and Natural Growth Removal: Prior to the removal of any trees or natural growth on any lot, each lot owner shall submit to the Developer a site plan which specifies the area where trees and natural growth are to be removed in addition to the other information required hereunder. No removal, excavation or construction shall commence until said site plan is approved in writing by the Developer.

6. Landscaping: The lot owner shall install landscaping, valued at 2% of the cost of the house, from the front of the house to the right-of-way within one growing season from the date of completion of the house.

7. Sexual Offenders. In order to protect the reputation of the Subdivision, the value of the homes therein, and the safety of all residents living there, no individual shall purchase, rent, or at any time reside on a lot within the Subdivision who is listed as a Sexually Oriented Offender, a Habitual Sex Offender, or as a Sexual Predator on an Ohio Registry or is listed as a similar sexual offender class on an equivalent registry maintained by any other state or country. Each Unit owner agrees that in the event of a violation of this Covenant, an action for injunctive relief and specific performance will lie which entitles the Homeowners' Association and/or the Developer to initiate an action to immediately remove the individual from permanent and temporary occupancy of a residence in the Condominium or prohibit such a residency. Each Unit owner shall put the following legend in any contract for the sale or lease of any property within the Subdivision:

Purchaser [or Lessee] represents that he [or she] is not listed on any Ohio County Registry as a Sexually Oriented Offender, Habitual Sex Offender, or a Sexual Predator, or is listed in a similar sexual offender class on any equivalent registry of another State or country.

The Homeowners' Association and/or the Developer shall be entitled to recover all fees and costs associated with the enforcement of this provision, including, but not limited to attorney fees and court costs.

### **SPECIAL RESTRICTIONS AND PROVISIONS REGARDING LOT #S 1044-1047**

1. Large Lot Access Easements: Lots 1044 through and including lot 1047 (collectively the "Large Lots") are accessed by way of a 50 foot access easement identified on the Plat for the Subdivision as "Juniper Path Extension" and a 47 foot access easement identified on the Plat for the Subdivision as "Creekside Trail" on and over lots 1045 and 1046 as depicted on the Plat (collectively the "Large Lot Access Easements"). These Large Lot Access Easements are for the exclusive use and benefit of the Developer, the owners of the Large Lots, their guests, occupants, contractors and invitees. Until transfer of control of the Homeowner's Association to the lot owners, the Developer shall be in control of the Large Lot Access Easements. Upon the Developer's transfer of the control of the Homeowner's Association to the lot owners, the Large Lot owners shall, themselves, separate from the Homeowner's Association, control the Large Lot Access Easements. The owners of the Large Lots shall be responsible, at their sole cost, on a pro-rata basis (1/4 attributable to the owner(s) of each of the four lots) for the maintenance, repair, replacement, snow removal, salting, coating, grass cutting, lighting, and insuring of the driveways, surfaces and culverts, within or supporting the Large Lot Access Easements. The costs of maintenance and repair of the Large Lot Access Easements shall be considered an assessment issued and collectable by the Homeowner's Association on behalf of the Large Lot owners to the same extent and with the same lien and enforcement procedures as its regular and special assessments. The Homeowner's Association shall collect such money as a trustee on behalf of the Large Lot owners and shall distribute the same or pay the same in accordance with the vote of the Large Lot owners. The owners of the Large Lots shall also be subject to the normal assessments and other provisions of the this Declaration.

2. Vote of Large Lot Owners: Upon the Developer's transfer of the control of the Homeowner's Association to the lot owners, all decisions regarding the control, maintenance, and repair of the Large Lot Access Easements shall require the affirmative vote of three-fourths (3/4) of the Owners of the Large Lots. To the extent there is more than one owner of a Large Lot, said multiple owners are entitled to cast one collective vote as to that Large Lot, resulting in a total of four (4) available votes, one for each Large Lot.

3. Damage: Damage to the Large Lot Access Easements above normal wear and tear shall be repaired by the owners of the lots who (or whose guest, occupants, contractors, or invitees) caused such extraordinary damage.

4. Binding Effect: The provisions of this Section shall be appurtenant to and shall benefit each of the parcels described herein and shall exclusively benefit the present and all future owners of the same and the rights and obligations of the Large Lot owners set forth above shall run with the land and shall be binding upon and inure to the benefit of the Large Lot owners and their respective heirs, personal representatives, successors in title and assigns.

#### **LIMITS, MODIFICATIONS AND ENFORCEABILITY**

1. Amendments: As long as the Developer owns a lot within the Subdivision, the Developer, for itself, its successors and assigns, reserves the right to amend, change, cancel or add to any or all of the aforementioned provisions when it deems such course of action advisable. The restrictions contained herein shall be deemed as covenants encumbering and running with the land. After transfer of control to the Homeowner's Association Amendments shall require the vote of 2/3 of the lot owners multiple owners of one lot are entitled to one collective vote.

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

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

4. Future Easements: Developer reserves to himself and his successors and assigns, the right to petition for or grant future easements, rights of way for the construction, maintenance, extension and operation of all public utilities facilities in and upon all highways, streets, easements and right of ways now existing or hereafter established, upon which any portion of the Subdivision which now or hereafter may front or abut. The owners of any and all lots of this Subdivision agree to and do hereby consent to, affirm, and hereby grant the Developer a power of attorney on their behalf for limited purpose of executing all such agreements that may be entered into between the Developer and the public utility companies and authorities.

5. Reserved Access Easement: Developer reserves the right for itself, its agents, employees, successors and assigns to enter upon any lot for the purpose of carrying



out and completing the development of the property, including, but not limited to, the completion of any dredging, filling, grading or installation of drainage facilities. Entry onto said property for such purposes shall not be deemed a trespass.

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

7. Right to Relocate Utilities: Developer or Owner reserve to themselves the right to relocate utility easements in accordance with the requirements of the Wayne County Engineer or the Village of Doylestown.

### **HOMEOWNERS' ASSOCIATION**

1. Creation: The Developer will create for the owners of lots within the Subdivision, a homeowners' association which will be known as the "Valley View Farms Homeowners' Association, Inc." (the "Association"). The Articles of Incorporation and the Bylaws of the Valley View Farms Homeowners' Association, Inc. are attached hereto as Exhibit B and are incorporated herein by this reference. The Developer may also install entranceway landscaping, signage, and other improvements in the entranceways to the Subdivision or adjoining phases of the Subdivision within easements on entranceway lots. Regardless of where such structures are located in said entranceway areas, the Homeowners' Association shall inspect, maintain, and repair such signage, entranceway landscaping, and other improvements. The Homeowners' Association shall also inspect, maintain and repair the water retention or detention facilities and drainage areas. The Homeowners' Association shall have an easement over any lot within the Subdivision for purposes of accessing, inspecting, maintaining, and repairing such entranceways and such facilities. Notwithstanding the foregoing, the owner of any lot upon which a water retention or detention facility is located, if any, shall mow the grass areas of such facility. The Homeowners' Association will assess each of the owners of a lot within Subdivision for their prorata shares of the cost of such inspections, repairs, and maintenance. The costs or expenses of the inspection, maintenance, and repair obligations of the Homeowners' Association shall be estimated and monthly assessments charged. The Homeowners' Association may also levy special Assessments necessary to cover costs and expenses for non-recurring items. Said prorata share shall be determined by taking the number of lots owned by an owner and dividing it by the total number of lots within the phases of the Valley View Farm Development that have received final plat approval at the time

the assessment is levied. Any assessments for a lot, if not paid when due, shall become a lien upon such lot. The Homeowners' Association may file on public record notice of the lien on the lot to recover the assessments owed and the costs of collection, including, but not limited to attorney fees. Said liens may be foreclosed on or collected upon in the same manner as a mortgage lien. The Homeowner's Association shall take title ownership of any areas designated as "Open Space" on the Plat for the subdivision.

2. Developer voting rights and assessment obligations: The Developer shall be a member of the Homeowners' Association and shall have all the voting rights until the Developer sells all of its lots within the Development. At such time the Developer shall transfer control of the Association to the owners of the lots within the Subdivision. The Developers' Assessment obligations are equal to the Developer's prorata ownership share of the lots in the Development that have received final plat approval. The Homeowner's Association shall be the successor to the Developer's rights and obligations hereunder at such time as the Developer transfers control of the Association to the owners of the lots.

3. By-laws: The Homeowners' Association code of regulations or by-laws will be provided to each original lot owner upon request prior to closing on the purchase of such lot. Each owner of a lot in the Development shall be a Member of the Association as set forth in the by-laws and shall be subject to the by-laws of the Homeowners' Association.

4. Insurance: The Homeowners' Association may carry casualty and general liability insurance coverage for any areas it is responsible for maintaining. The owners of the lots shall maintain separate liability insurance coverage for casualty and general liability.

5. Enforcement: Subject to the Developer's right to amend, modify, or grant variance from the covenants, any restriction, covenant and condition contained in this instrument may be enforced against any violation thereof by the Owners of any lots, the Developer, the Homeowners' Association, or any present or future owner(s) of any lot within the Subdivision by any proper, legal or equitable proceedings, the same being for the benefit of all present and future owners of the lots within the Subdivision.

6. Transfer of Control: After the Developer has sold the last lot in the development, the Homeowners' Association will have the right to exercise all powers conferred on the Developer by these restrictions, covenants, and conditions, including, but not limited to, the right of the Developer with respect to the review of the building sites and building structures as set forth herein and shall have such rights to conduct such other activities as is commonly performed by homeowners' associations.

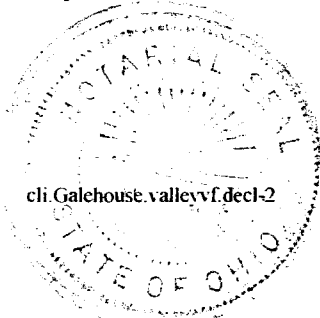
GALEHEIGHTS DEVELOPMENT COMPANY,  
INC.

By: Michael P. O'Hara, VP  
Michael P. O'Hara, its Vice President

STATE OF OHIO     )  
                          ) ss.  
Wayne COUNTY    )

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 1st day of November, 2006.



Joyce A. Feinman  
Notary Public Joyce A. Feinman  
Expires: April 10, 2011

Prepared By: Frank Witschey

**EXHIBIT "A"**

**Situated in the Township of Chippewa, County of Wayne, State of Ohio: And known as being Lot No. 999 through 1047 in the Valley View Farms Phase II as recorded in Plat Book 28, Page 108 of Wayne County Records.**



EXHIBIT "B"

Page 1 of 15

Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State

Central Ohio: (614) 466-3910

Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos

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

**Expedite this Form:** (Select One)

**Mail Form to one of the Following:**

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

**INITIAL ARTICLES OF INCORPORATION**

(For Domestic Profit or Non-Profit)

Filing Fee \$125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

**(CHECK ONLY ONE (1) BOX)**

<input type="checkbox"/> (1) Articles of Incorporation Profit (113-ARF) ORC 1701	<input checked="" type="checkbox"/> (2) Articles of Incorporation Non-Profit (114-ARN) ORC 1702	<input type="checkbox"/> (3) Articles of Incorporation Professional (170-ARP) Profession _____ ORC 1785
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**Complete the general information in this section for the box checked above.**

**FIRST:** Name of Corporation Valley View Farms Homeowners Association, Inc.

**SECOND:** Location Doylestown Wayne  
(City) (County)

**Effective Date (Optional)** \_\_\_\_\_  
(mm/dd/yyyy) *Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.*

Check here if additional provisions are attached

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

**THIRD:** Purpose for which corporation is formed

The corporation is to be and act as the unit owners association for the Valley View Farms (Phase Two) Subdivision ("the Subdivision") to provide for the maintenance, preservation and architectural control of the property of the Subdivision, and to promote the health, safety and welfare of the residents of the Subdivision and in furtherance of these purposes to exercise such powers as listed in the Declaration of Restrictions for the Subdivision.

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

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

\_\_\_\_\_ (No. of Shares) \_\_\_\_\_ (Type) \_\_\_\_\_ (Par Value)

(Refer to instructions if needed)

Completing the information in this section is optional

FIFTH: The following are the names and addresses of the individuals who are to serve as initial Directors.

John Galehouse
(Name)
12667 South Portage Street
(Street)
NOTE: P.O. Box Addresses are NOT acceptable.

Doylestown Ohio 44230
(City) (State) (Zip Code)

Mike O'Hara
(Name)
12667 South Portage Street
(Street)
NOTE: P.O. Box Addresses are NOT acceptable.

Doylestown Ohio 44230
(City) (State) (Zip Code)

Beth O'Hara
(Name)
12667 South Portage Street
(Street)
NOTE: P.O. Box Addresses are NOT acceptable.

Doylestown Ohio 44230
(City) (State) (Zip Code)

REQUIRED
Must be authenticated
(signed) by an authorized
representative
(See Instructions)

[Signature]
Authorized Representative
Jeffrey T. Witschey
(print name)

10-31-06
Date

[Blank Signature Box]
Authorized Representative

[Blank Date Box]
Date

(print name)

[Blank Signature Box]
Authorized Representative

[Blank Date Box]
Date

(print name)

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

### ORIGINAL APPOINTMENT OF STATUTORY AGENT

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

Jeffrey T. Witschey  
 (Name)  
405 Rothrock Road, Suite 103  
 (Street) **NOTE: P.O. Box Addresses are NOT acceptable.**  
Akron, Ohio 44321  
 (City) (Zip Code)

Must be authenticated by an authorized representative

  
 Authorized Representative

10-31-2016  
 Date

Authorized Representative

Date

Authorized Representative

Date

#### ACCEPTANCE OF APPOINTMENT

The Undersigned, Jeffrey T. Witschey, named herein as the  
 Statutory agent for, Valley View Farms Homeowners Association, Inc.  
 hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature: \_\_\_\_\_  
 (Statutory Agent)

**ATTACHMENT TO THE ARTICLES OF INCORPORATION  
OF VALLEY VIEW FARMS HOMEOWNERS ASSOCIATION, INC.**

**Purpose and Powers**

Forthwith upon the creation of the Association the undersigned is creating a residential subdivision, known as "Valley View Farms", ("the Subdivision"). The purposes for which the Association is formed are to be and act as the homeowners association for the Subdivision, to provide for the maintenance, preservation and architectural control of the property of the Subdivision, and to promote the health, safety and welfare of the residents of the Subdivision, and in furtherance of these purposes to:

- (a) exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in these Articles of Incorporation, and the Declaration of Restrictions for the Subdivision ("the Articles", "the Declaration" and "the By-Laws", respectively);
- (b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, and pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association;
- (c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) borrow money to fulfill its purposes;
- (e) administer and enforce terms, conditions, covenants, restrictions and regulations upon, under and subject to which the Subdivision or any part thereof may now or hereafter be used, and fix and provide any such terms, conditions, covenants, restrictions and regulations, and administer, enforce, alter, amend, change, add to, extend, waive, or terminate, in whole or in part, any of the same;



- (f) provide the residents and Lot owners of the Subdivision with (i) normal utility services not separately provided to individual Units, (ii) services supplemental to municipal services, and (iii) Common Areas maintenance service;
- (g) be, function and act as the homeowners association of the Subdivision and delegate such authority as it desires to a managing agent;
- (h) have and exercise any and all powers, rights and privileges which a corporation organized under Chapter 1702 may now or hereafter have or exercise by law; and
- (i) take any action necessary, expedient, incidental, appropriate or convenient to the carrying out of the foregoing purposes.

The Association shall not do any act or enter into any agreement or enter into any transaction in a manner which would violate any provision of these Articles, the Declaration, or the By-Laws.

### **Membership**

Every person or entity who is a record owner of a fee or undivided fee simple interest in a Lot shall be a member of the Association, and is herein called "a Lot owner". The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Unit, and transfer of a Lot shall automatically transfer membership to the transferee. Voting rights of members shall be as set forth in the Declaration and By-Laws. (The latter of which shall also be and serve as the Association's Code of Regulations).

### **Board of Directors (Managers)**

The number, qualifications, manner and time of selection of successor Directors/Managers, and their terms of office, shall be as set forth in the Declaration and By-Laws.

The Board of Directors/Managers shall be and act as the board of managers of the Subdivision and shall have all of the powers and all of the duties of a board of Directors/Managers as defined in Chapter 1702 of the Revised Code of Ohio, except as such powers may be limited or expanded by the provisions of these Articles, the Declaration or the By-Laws.

### **Notice and Quorum**

Notice and quorum requirements shall be in accordance with the provisions of the By-Laws.

### **Indemnification**

(1) The association shall indemnify every person who is or has been a Trustee, officer, manager, director, agent or employee of the Association and those persons' respective heirs, legal representatives, successors and assigns, against expenses, including attorneys' fees, and judgments, decrees, fines, penalties and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether in an action or proceeding by or in the right of the Association, or otherwise, in which such person was or is a party or is threatened to be made a party by reason of the fact that person was a Trustee, officer, manager, director, employee or agent of the Association, or is or was serving in such capacity at the request of the Association, provided that person (a) acted in good faith and in a manner that person believed to be in or not opposed to the best interests of the Association, and (b) in any matter the subject of a criminal action or proceeding, had no reasonable cause to believe the questioned conduct was unlawful, but provided that in the case of any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor against any such person by reason of that person serving in such capacity, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of a duty to the Association unless and only to the extent that the court in which such action was brought shall determine upon application that in view of all the circumstances of the case that person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

(2) Unless ordered by a court, the determination of indemnification, pursuant to the foregoing criteria, shall be made (a) by a majority vote of a quorum of Directors or Managers of the Association who were not and are not parties to or threatened with any such action, suit, or proceeding, or (b) if such a quorum is not obtainable, or if a majority of a quorum of disinterested Directors or Managers so direct, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association or any person to be indemnified within the past five years, or (c) by the Lot owners, or (d) by the court in which such action, suit or proceeding was brought.

(3) Any such indemnification shall not be deemed exclusive of any other rights to which such person may be entitled under law, any agreement, or any insurance purchased by the Association, or by vote of Lot owners, or otherwise.

### **Duration**

The Association shall exist so long as the subdivision's community regime established in the Declaration continues to exist, and no longer.

### **Dissolution**

The Association may be dissolved only with the same consents as are required to terminate the Subdivision regime, as provided in the Declaration.

### **Definitions**

All terms used herein shall have the same meanings as set forth in the Declaration.

### **Amendments**

The Articles may be amended only under the same terms and conditions, and with the same approvals, as are provided in the Declaration for its amendment.

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**BYLAWS OF THE VALLEY VIEW FARMS  
HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I**

**Name and Purpose**

Section 1. The name of this association shall be The Valley View Farms Homeowners' Association, Inc.

Section 2. The purpose of this Association shall be the administration of the residential subdivision known as The Valley View Farms Subdivision (Valley View Farms) in accordance with the Declaration of Restrictions of Valley View Farms filed thereto, these Bylaws, and any Administrative Rules and Regulations adopted pursuant hereto, as any of the same may be lawfully amended from time to time.

**ARTICLE II**

**Members and Voting**

Section 1. Each owner of a lot in Valley View Farms shall be a member of this Association.

Section 2. There will be two classes of members with voting rights set forth as follows:

- (a) Class A Member: One vote per lot ownership and the right to vote begins with the filing of the Articles of Incorporation. The developer of Valley View Farms shall be the only Class A Member. The developer shall have the right to assign this membership to a subsequent developer.
  
- (b) Class B Members: One vote per lot ownership and the right to vote begins when the developer of Valley View Farms has completed the sale and transfer of all of the lots owned by the developer in Valley View Farms.

If a lot is owned by more than one owner, all the owners of such lot shall be Members, but such Members shall only be able to cast one collective vote on behalf of such lot.

Section 3. At meetings of the Members, any Members entitled to vote may be represented and may vote by a proxy appointed by an instrument in writing, but this instrument shall be filed with the secretary of the meeting before the person holding such proxy shall be allowed to vote. No proxy shall be valid after the

expiration of six months from its date of execution, unless the Member executing it shall have specified the length of time it is to continue in effect.

### ARTICLE III

#### Meetings of the Members

Section 1. Members shall be given not less than five-day notice of meetings. There shall be an annual meeting of the Members on the first business day of October, or on such other date within one month thereafter as may be designated by the Board of Directors, also referred to as the Board of Managers.

Section 2. Special meetings of the Members shall be held whenever called by the President, by a majority of the Directors/Managers, or by those Members entitled to exercise not less than twenty-five percent of the voting power of all Members. Upon the delivery of a request in writing to the President or Secretary by any persons entitled to call a meeting of the Members, it shall be the duty of the President or Secretary to give notice to the Members in accordance with these Bylaws. But if such request be refused, then the persons making such request may call a meeting by giving such notice.

Section 3. All meetings of Members shall be held in Wayne County, Ohio, at such places as may be specified by the Board of Directors/Managers or the persons calling the meeting.

Section 4. Notice of every meeting of Members, whether annual or special, stating the time, place and purpose, shall be given by the President or Secretary not more than thirty nor less than five days before such meeting. If mailed, such notice shall be addressed to the Members at his address as it appears upon the records of the Homeowners' Association. If a meeting is adjourned to another time or place, no further notice as to such adjourned meeting need be given if the time and place to which it is adjourned are fixed and announced at such meeting. In the event of a transfer of ownership of a Lot after notice has been given and prior to the holding of the meeting, it shall not be necessary to serve notice on the transferee.

Section 5. Notice of the time, place and purpose of meetings of Lot owners may be waived in writing by any Member.

Section 6. At any meeting of the Homeowners' Association, a majority of the voting power of all Members entitled to vote, present in person or represented by proxy, shall constitute a quorum.

Section 7. The order of business of any meeting of Members shall be determined by the presiding officer unless otherwise determined.

Section 8. Any action which may be authorized or taken at a meeting of Members owners may be authorized or taken without a meeting by obtaining the written approval of a majority of the voting power.

#### **ARTICLE IV**

##### **Board of Directors/Managers**

Section 1. There shall be a Board of Directors/Managers consisting of three persons. These persons shall manage and conduct the business and affairs of the Homeowners' Association. The initial Directors/Managers shall be chosen and appointed by the developer of Valley View Farms. The initial Directors/Managers shall serve at the discretion of the developer until such time as developer sells all of its lots in Valley View Farms. At such time the Members shall hold a meeting to elect a new Board of Directors/Managers and terms will be "staggered," e.g., one of the Directors/Managers elected at the first meeting of the Class B Members held after the adoption of these Bylaws shall be elected for a term expiring at the time of the annual meeting of Members held after the third year of his scheduled service. One of the Directors/Managers will be elected for a term expiring at the time of the annual meeting of Members held after the second year of scheduled service. One of the Directors/Managers shall be elected for a term expiring at the time of the annual meeting of Members held after the first year of scheduled service. Each such Director/Manager shall serve until his successor is elected and qualified. Beginning with the second annual meeting after the Class B Members begin voting, replacement members of the Board of Directors/Managers shall be elected by the Lot owners to serve for a term of three years. Such elections may be by ballot or by voice vote, as the Members may determine. Any member of the Board of Directors/Managers may be removed at a special meeting of the Members called for such purpose by the affirmative vote of seventy-five percent of all Members entitled to vote.

Section 2. In case of any vacancy in the Board of Directors/Managers, the remaining members thereof shall appoint a member to fill such vacancy. Any member appointed to fill a vacancy shall hold office for the unexpired term of the member he succeeds and until his successor is elected and qualified.

Section 3. The Board of Directors/Managers shall hold meetings from time to time as it deems necessary and such meetings as may from time to time be called by the President. However, the Board of Directors/Managers shall meet not less than once each calendar quarter. Meetings shall be held at such place within Wayne County, Ohio, as the President or a majority of the members of the Board of Directors/Managers may determine.

Section 4. The President or Secretary shall notify the Board of Directors/Managers of the time and place of all meetings.

Section 5. At all regular meetings of the Board of Directors/Managers all of the Directors/Managers thereof shall constitute a quorum.

Section 6. Members of the Board of Directors/Managers shall not receive any compensation for their services as such, but any such Directors/Managers may serve the Association in any other capacity, and may receive compensation.

Section 7. Any action which may be authorized or taken at a meeting of the Board of Directors/Managers may be authorized or taken without a meeting by obtaining the approval of all Directors/Managers.

Section 8. The Board of Directors/Managers may employ or engage the services of a manager or managing agent and such other persons, firms, or corporations as it deems necessary or advisable in order to perform the duties imposed upon it, and may pay to such employee, managing agent, persons, firms or corporations as it shall determine. The Board of Directors/Managers may delegate to any such manager, managing agent, person, firm or corporation such administrative or ministerial duties as it determines.

## ARTICLE V

### Officers

Section 1. The officers of the Association to be elected by the Board of Directors/Managers shall be a President, a Vice President, and a Secretary-Treasurer from their own number.

Section 2. It shall be the duty of the President to preside at all meetings of Members and of the Board of Directors/Managers, to exercise general supervision over the affairs of the Homeowner's Association, and in general to perform all the duties usually incident to such office or which may be required by the Lot owners or Board of Directors/Managers. It shall be the duty of the Vice President to perform all the duties of the President in the event of his absence or disability, and such other duties as may be assigned to him by the Board of Directors/Managers.

Section 3. It shall be the duty of the Secretary-Treasurer to keep an accurate record of the acts and proceedings of the Members and the Board of Directors/Managers, to keep records of the names and addresses of the Members. The Secretary-Treasurer shall receive and safely keep all money, securities and other intangible property belonging to the Homeowners' Association, or evidence thereof, and disburse the same under the books and records of account, specifying the receipts and expenditures relating to the common areas and facilities and other common receipts and expenses, together with records showing the allocation, distribution and collection of the common profits, losses and expenses among and from the Lot owners; shall hold the

same open for inspection and examination by the Board of Directors/Managers and Members. The Secretary-Treasurer shall present monthly reports to the President, and quarterly reports to Lot owners, or at any other meeting when requested. On the expiration of his term of office he shall deliver all records, money and other property of the Homeowner' Association in his hands to his successor or to the President.

## ARTICLE VI

### Maintenance, Repair, Restoration, Replacement and Additions

Section 1. Except as provided in this Section or in the Declaration (as to the Large Lot Access Easements), all maintenance, repair, restoration and replacement of Common Areas or Common Maintenance Areas, shall be done and performed pursuant to authorization given by the Board of Directors/Managers, and the cost shall be a common expense. In the event of damage or destruction of all or any part of the Common Maintenance Areas and facilities thereof, the damaged or destroyed part shall be repaired or restored promptly. However, no single repair or restoration of the Common Maintenance Areas and facilities thereof the cost of which shall exceed Ten Thousand Dollars (\$10,000) and no addition to the Common Maintenance Areas and facilities thereof, the cost of which shall exceed Ten Thousand Dollars (\$10,000), shall be made unless the same shall have been authorized by the affirmative vote of Members entitled to exercise not less than seventy-five percent of the voting power of all Members entitled to vote. "Common Areas" are those Lots or Parcels of land owned by the Homeowners' Association. "Common Maintenance Areas" are those Areas if the Subdivision that are not owned by the Homeowners' Association, but their maintenance or control is the responsibility of the Homeowners' Association pursuant to the Declaration of Restrictions.

Section 2. In the event that the Board of Directors/Managers is of the opinion that maintenance, repair or servicing of any part of a Lot located outside the boundaries of the Common Maintenance Areas is necessary for public safety or in order to prevent damage to or destruction of any other part of the Common Maintenance Areas, the Board of Directors/Managers may authorize such maintenance, repair or servicing to be done and such Lot owners pursuant to the Declaration of Restrictions shall allow for the same. Unless a danger to public safety or such damage or destruction is imminent, such maintenance, repair or servicing may be authorized only after five days written notice to such Lot owner. The Board of Directors/Managers shall provide for the replacement of the Lot back to a reasonable state of repair equal to what existed prior to entry upon such Lot. The cost of any such maintenance, repair or servicing shall be assessed against all Members in the common areas and facilities in the same manner and to the same extent as if such costs were from repair or maintenance work directly on a Common Maintenance Area or Common Area.