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RECORDING OF
BYLAWS
(ALSO KNOWN AS CODE OF REGULATIONS)
OF
HUNTINGTON HILLS CIVIC ASSOCIATION, INC.

PLEASE CROSS MARGINAL REFERENCE WITH THE WARRANTY DEED
✓ RECORDED AT VOLUME 433, PAGE 667 ET SEQ.; WARRANTY DEED
✓ RECORDED AT VOLUME 451, PAGE 606 ET SEQ.; WARRANTY DEED
✓ RECORDED AT VOLUME 466, PAGE 718 ET SEQ.; WARRANTY DEED
✓ RECORDED AT VOLUME 473, PAGE 452 ET SEQ.; WARRANTY DEED
✓ RECORDED AT VOLUME 476, PAGE 251 ET SEQ.; WARRANTY DEED
✓ RECORDED AT VOLUME 482, PAGE 593 ET SEQ.; WARRANTY DEED
✓ RECORDED AT VOLUME 489, PAGE 845 OF THE FAIRFIELD COUNTY
RECORDS.

BYLAWS (ALSO KNOWN AS CODE OF REGULATIONS)
OF
HUNTINGTON HILLS CIVIC ASSOCIATION, INC.

WHEREAS, the Huntington Hills Civic Association, Inc. ("Association") was created on or about January 25, 1977, in conjunction with the filing of its Articles of Incorporation with the Ohio Secretary of State's Office; and

WHEREAS, the Association's principal purpose is to maintain and operate the Huntington Hills Civic Association, Inc. development located in Pickerington, Ohio, pursuant to the terms and provisions of the Warranty Deed recorded at Volume 433, Page 667 et seq.; Warranty Deed recorded at Volume 451, Page 606 et seq.; Warranty Deed recorded at Volume 466, Page 718 et seq.; Warranty Deed recorded at Volume 473, Page 452 et seq.; Warranty Deed recorded at Volume 476, Page 251 et seq.; Warranty Deed recorded at Volume 482, Page 593 et seq.; Warranty Deed recorded at Volume 489, Page 845 et seq. of the Fairfield County Records; and

WHEREAS, upon the filing of the Articles of Incorporation, the Grantor created and adopted the Code of Regulations of Huntington Hills Civic Association, Inc. (the "Bylaws") for conducting the Association's affairs, but did not file the Bylaws for record with the Fairfield County Records; and

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

WHEREAS, to bring the Association's governing documents in compliance with Section 5312.02, the Association hereby adopts the Bylaws, a copy of which is attached hereto, for filing with the Fairfield County Recorder's Office.

NOW THEREFORE, the Bylaws of Huntington Hills Civic Association, Inc. as adopted by the Association are attached to each Warranty Deed, as "Exhibit A," and set forth as attached hereto.

IN WITNESS WHEREOF, the said Huntington Hills Civic Association, Inc. has caused the execution of this instrument this 6 day of June, 2011.

HUNTINGTON HILLS CIVIC ASSOCIATION, INC.

By: [Signature]
PAUL ERWIN, its President

By: [Signature]
GENE STEVENSON, its Secretary

STATE OF OHIO)
) SS
COUNTY OF FAIRFIELD)

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Fairfield County, Ohio, this 6th day of JUNE, 2011.

[Signature]
NOTARY PUBLIC

This instrument prepared by:
KAMAN & CUSIMANO, LLC,
Attorneys at Law
2000 Terminal Tower
50 Public Square
Cleveland, Ohio 44113
(216) 696-0650

Please place notary stamp/seal here:



JAMES L. FRANKLIN JR.
Notary Public, State of Ohio
My Comm. Expires 06/30/2015



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AMENDED CODE OF REGULATIONS OF HUNTINGTON HILLS CIVIC ASSOCIATION, INC. A NONPROFIT CORPORATION

Article I. Name and Purpose

SECTION ONE: The name of the organization shall be the Huntington Hills Civic Association, Inc. (the "Association").

SECTION TWO: The purpose of the organization shall be to encourage and promote the general welfare of the community, and particularly the Huntington Hills subdivision located in Violet Township, Fairfield County, Ohio.

Article II. Membership

SECTION ONE: Membership in this Association is automatically assumed by the landowner(s) of each improved lot in Huntington Hills Subdivision. Improved lot defines "a lot on which has been constructed a single family residence." "Huntington Hills Subdivision" shall include future platted and developed sections of Hunting Hills, located in Violet Township (Sec. 1), Fairfield County, and Ohio.

SECTION TWO: Ownership of one (1) or more improved lots in Huntington Hills Subdivision by any individual, group, family, partnership, company, association, or corporation conveys the rights, privileges or obligations of one (1) membership for each improved lot owned.

SECTION THREE: The right to hold office in this Association as either an officer or member of the Board of Trustees is restricted to residents of Huntington Hills Subdivision who are members in good standing of this Association.

SECTION FOUR: The right to vote at general meetings is restricted to members in good standing qualifying under Sections One and Two. The vote may be exercised by any record owner of the lot, or by any individual designated in writing by any such record owner.

SECTION FIVE: Members may vote by absentee ballot by tendering their ballot in a sealed envelope to

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an Association Trustee or his other designate prior to the close of voting.

SECTION SIX: Each membership extended to an individual, group, family, partnership, company, association or corporation under Section One of this Article II shall have but one vote for each lot owned.

Article III. Dues

SECTION ONE: Dues in the amount of FORTY-FIVE DOLLARS (\$45.00) per year DUE MAY 1 shall be assessed each membership as classified in Article II, Section One, as may be amended from time to time based upon a vote of the Association membership pursuant to Article IX below. DUES PAID AFTER MAY 1 SHALL BE ASSESSED A TEN DOLLAR (\$10.00) LATE FEE, MAKING THE TOTAL DUES OWED FIFTY-FIVE DOLLARS (\$55.00).

SECTION TWO: Dues shall become payable on or before May 1 of the dues year. Dues are payable for each lot in Huntington Hills only once per year, regardless of a change in the lot owner during the dues year.

SECTION THREE: Memberships delinquent in payment of dues shall not be considered in good standing.

SECTION FOUR: To become reinstated as a member in good standing, dues assessed for the current year plus all back dues owned by the current lot owner(s), unless back dues are waived by the Board of Trustees, shall be paid in full.

SECTION FIVE: The Board of Trustees shall have the power to bring before the Association membership requests for special dues assessments in the event of emergency conditions requiring expenditure of funds not available in the Association treasury. Such special assessments shall require an affirmative vote of at least two-thirds (2/3) of the members voting in person or by proxy at any general meeting at which any such request for a special assessment is presented.

Article IV. Government

SECTION ONE: All authority to manage to affairs of and to conduct the business of this Association shall be vested in a Board of Trustees consisting of five (5) members, elected pursuant to Article VI below.

SECTION TWO: All Trustees shall be elected by the general Association membership to serve two (2) year terms to fill the positions of the two (2) or three (3) Trustees leaving office in any given year.

SECTION THREE: All officers serving this Association shall be members of the Board of Trustees, be elected by said Trustees, and shall serve as officers of the Board of Trustees and of the Association for a term of one year. Association officers shall include a president, vice-president, recording secretary, corresponding secretary, and treasurer.

SECTION FOUR: The Board of Trustees shall have the authority, at the direction of the president, to create from its membership or from the Association membership at large such standing committees and

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temporary committees as are necessary for the orderly conduct of the business of the Association.

SECTION FIVE: The Board of Trustees shall have full authority to do all things necessary to keep the Association in an operating condition, including, but not limited to; the formulating and passing of resolutions deemed necessary to promote civic improvement and voice the views of the Association, the conduct of the fund raising activities in the interest of the community, the employment of counsel, and the expending of the funds of the Association as in their judgment is necessary and proper.

SECTION SIX: All actions taken by the Board of Trustees shall be considered as final and binding on the Association membership at large subject to the right of petition within thirty (30) days as specified in Article X, Section Three.

Article V. Meetings

SECTION ONE: A general meeting of the Association shall be held once each year during the month of May. This meeting shall be known as the annual meeting.

SECTION TWO: Additional general meetings of the Association may be called by resolution of the Board of Trustees or by petition to the Board by twenty percent (20%) of the full voting membership of the Association.

SECTION THREE: The Board of Trustees shall meet a minimum of one time during each month excepting June and July.

SECTION FOUR: Additional meeting of the Board of Trustees may be called by the president or by petition of any three (3) Trustees.

SECTION FIVE: All members present either in person or by proxy shall constitute a quorum for conducting business at a general meeting of the Association.

SECTION SIX: Unless specified otherwise, three (3) Trustees shall constitute a quorum for conducting business at a meeting of the Board of Trustees.

SECTION SEVEN: Roberts Rules of Order shall govern the conduct of business at all meetings of the Association and/or the Board of Trustees except as herein provided.

SECTION EIGHT: Written notice of any general meeting of the Association shall be mailed or delivered to each member's residence. Notice of any such meeting may be provided through the Huntington Hills newsletter, presently known as "The Holler." Notice must be delivered a minimum of thirty (3) days prior to said meeting. Any such notice shall describe the issues to be voted upon at any such general meeting.

Article VI. Election of Trustees and Officers

SECTION ONE: Each year the president shall appoint a nominating committee consisting of not less than three (3) Association members in good standing.

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SECTION TWO: The nominating committee shall be responsible for selecting a slate of candidates of at least one (1) but not more than three (3) to fill each pending vacancy on the Board of Trustees. The nominating committee shall be responsible to insure the selected candidates will meet the requirements for serving as Trustees and officers of this Association. The slate of candidates shall be submitted to the Board of Trustees in time to allow preparation of ballots to be included with the written notice of the annual meeting of the Association.

SECTION THREE: Voting for the Trustees shall take place at the annual meeting. Ballots may be cast by all voting members attending the annual meeting or by proxy. To cast a proxy ballot, a member must return it to an association trustee prior to the close of voting at the annual meeting in a sealed envelope signed on the outside by the voting member. Proxy ballots shall be opened and counted along with the ballots cast at the annual meeting.

SECTION FOUR: At the first meeting of the Board of Trustees following the annual meeting of the Association, the Board of Trustees shall conduct an election for new Association officers. The current president shall preside over the election.

SECTION FIVE: Nothing herein shall restrict any Trustee or officer from serving two continuous successive terms provided that he or she remains qualified and is duly elected. No Trustee or officer, however, may serve more than two (2) successive terms.

SECTION SIX: Vacancies on the Board of Trustees by reason of resignation, death, or expulsion shall be filled by appointment of the president with a confirming vote of two-thirds (2/3) of the remaining Board members. The president shall not vote on confirmation of said appointment. If a vacancy occurs in the presidency, the vice-president shall assume the presidency and appoint a replacement Trustee with a confirming vote of two-thirds (2/3) of the remaining Board members. The vacant vice-presidency thus created and vacancies occurring in any other office shall be filled by a special election presided at by the president.

SECTION SEVEN: An officer or Trustee of this Association may be removed from office by resolution of the Board adopted by Three-fifths (3/5ths) of its members or by a petition signed by fifty-one percent (51%) of the full voting membership of the Association.

Article VII. Duties of the Board of Trustees

SECTION ONE: The duties of the Board of Trustees shall include, but are not limited to, such activities as are required to maintain the Association in a sound financial condition, to engage in necessary fund raising activities for the maintenance and development of the Association, and to develop policies within the community to assist its advancement.

SECTION TWO: The Board of Trustees shall maintain an accurate list of Association members and the status of each. The Board of Trustees shall publish a directory of Association members, at least biennially, to be distributed to all members in good standing.

SECTION THREE: The Board of Trustees shall publish a minimum of four (4) newsletters each year to be distributed to all members.

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Article VIII. Duties of Officers

SECTION ONE: President: The president shall preside at all meetings of the members and Trustees and have the general supervision over the business and affairs of the Association, and such officer shall be chief executive of the Association. The president shall make an annual report covering the business of the Association for the year and recommendations for the ensuring year.

The president shall act as chairman of the Board of Trustees and shall perform all duties imposed upon him or her as directed by the Board of Trustees; and such other duties as may be from time to time required of him or her by either the members of the Association or the Board of Trustees.

SECTION TWO: Vice-President: The vice-president shall assume and discharge the duties of the office of president in the absence of or disability of the president, or when called upon by the president to perform said duties.

In case both president and vice president are absent or unable to perform their duties, the members of the Board of Trustees as necessary may appoint a president pro tempore.

SECTION THREE: Recording Secretary: The recording secretary shall keep minutes of all proceedings of the members, all proceedings of this Association and make a proper record of the same which shall be attested by him or her. The recording secretary shall keep such other books as may be required by the Board of Trustees and/or the Association and shall be custodian of all records, documents, and the seal of the Association. He or she shall attend to the giving and serving of all notices required by these regulations of the Board of Trustees and shall perform such other duties as are incident to his or her office or are properly required of him or her by the Trustees.

SECTION FOUR: Treasurer: The treasurer shall have charge of all finances and see that they are safely deposited in a local bank approved by the Board of Trustees and shall report at each meeting of the Board of Trustees and the meetings of the Association with conditions of the finances of the Association with such recommendations as he or she may deem necessary for raising funds with which to carry on the activities of the Association. The treasurer shall be responsible for formulating an annual budget of the Association and shall be responsible for the collection of the annual dues of the Association. Checks shall be prepared by the treasurer and signed by any two (2) officers.

SECTION FIVE: Corresponding Secretary: The corresponding secretary shall have charge of all official correspondence from the civic association to all outside groups and organizations. The corresponding secretary shall also perform all duties imposed upon him or her as directed by the Board of Trustees.

Article IX. Amendments

SECTION ONE: This Code of Regulations may be amended at any general meeting of the Association by a two-thirds (2/3) majority vote of the members voting either in person or by proxy.

SECTION TWO: All proposed amendments shall be submitted in writing to the voting membership a minimum of thirty (30) days prior to the general meeting at which voting is to take place. To cast a proxy ballot, it must be returned to an Association Trustee prior to the close of voting at the general meeting in a sealed envelope signed on the outside by the voting member.

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Article X. General

SECTION ONE: Nothing herein shall restrict the right of the membership of this Association from nominating and/or appointing committees to investigate, consult with or negotiate with the Board of Trustees upon matters of interest to the membership. However, nothing herein shall be construed as giving any such committee the authority to decide on or dictate to the Board of Trustees in the management of the affairs of this Association.

SECTION TWO: Nothing herein shall restrict the right of any member in good standing from voting on any matter at any general meeting of the Association either in person or by proxy. To cast a proxy vote, it must be returned to an Association Trustee prior to the close of voting on the issue in a sealed envelope signed on the outside by the voting member.

SECTION THREE: Nothing herein shall restrict the right of Association membership to petition against specific actions of the Board of Trustees. Such a petition will require the specific issue to be voted on by the general membership. Such petitions must be in writing signed by a minimum of twenty-five percent (25%) of the voting membership and submitted to the Board of Trustees within thirty (30) days of passage of the specific action in question.

SECTION FOUR: This organization shall not endorse or encourage endorsement of persons engaged in county, township, city, state or national politics, nor shall the monies of the treasury be used in any manner or form for such political endeavors.

SECTION FIVE: This corporation shall not allow the monies in the treasury to be spent for anything other than furthering the purposes of the corporation, as said purposes are set out herein.

SECTION SIX: All books, records, and papers of the corporation, including the Articles of Incorporation and Regulations, shall, during reasonable business hours, be subject to inspection by any member, subject to reasonable rules concerning notice and care with which said books, records, and papers may be examined, which rules may be established and amended from time to time by the Board of Trustees. Copies of any record, document, or instrument to the corporation may be purchased by a member at such reasonable cost as from time to time established by the Trustees.

SECTION SEVEN: This Amended Code of regulations shall become effective upon at two-thirds (2/3) affirmative vote of the membership as provided by Article IX above.

Article XI. Maintenance of Property

In conjunction with, and in addition to, the protective covenants of the Huntington Hills subdivision, which protective covenants are of record with the Fairfield County Recorder's office as follows: Huntington Hills section 1 at vol. 433, page 667, Huntington Hills section 2 at volume 451, page 606; Huntington Hills section 3 at vol. 466, page 718; Huntington Hills section 4 at vol. 473, page 452; Huntington Hills section 5 at vol. 476, page 251; Huntington Hills section 6 at vol. 482, page 593; and Huntington Hills section 7 at vol. 489, page 845; and in furtherance of the general plan for the maintenance, conservation, and beautification of all property located in Huntington Hills, and for the health, comfort, safety and general welfare of the residents and lot owners of Huntington Hills, the following additional regulations are enacted:

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1. The protective covenants shall run with the land above described and shall be binding on the persons who are now or who may hereafter become owners of parts thereof, their heirs, successors, and assigns, for a period of twenty-five (25) years from the date hereof, and shall be automatically extended for successive periods of ten (10) years each unless and until an instrument signed by a majority of the ten owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
2. Enforcement of the protective covenants, and these regulations, shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.
3. Invalidation of any of the protective covenants, or regulations, by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
4. None of the lots conveyed and made subject to the Protective Covenants may be used except for residential purposes. No buildings shall be erected, placed, or permitted to remain on any lot other than one detached single family dwelling not exceeding two and one-half (2 1/2) stories in height with an attached garage for not less than two (2) cars, and not more than three (3) cars. No detached garage, shed or storage building may be constructed on any premises herein described. NO OTHER DETACHED OUTBUILDING SUCH AS A PLAYHOUSE, GAZEBO, TUB ENCLOSURE OR DOG HOUSE EXCEEDING TWENTY-FIVE (25) SQUARE FEET SHALL BE CONSTRUCTED ON ANY LOT UNLESS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS DESCRIBED IN ARTICLE XI, SECTION 5.
5. No building shall be erected, placed or altered on any lot until the construction plans and specifications and the site plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and planned structures, and as to location with respect to topography and finished grade elevation. No fence or walls shall be erected, placed, or altered on any lot nearer to any street than the front of the house constructed on said lot, unless approved by the Architectural Control Committee. Approval shall be as provided hereinafter. The architectural control committee shall be a standing committee of no less than three (3) lot owners appointed by the Huntington Hills civic association. A majority of the Committee may designate a representative to act for the Committee. In the event of death or resignation of any member or members of the Committee, the remaining member or members shall have full authority to designate a successor or successors. Neither the members of the Committee nor its designated representative, if any, shall be entitled to any compensation for services performed pursuant to this covenant. At anytime, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from or restore to the Committee any of its powers and duties. The Committee's approval or disapproval as required in covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
6. The name of the builder to be employed in the construction of each structure shall be submitted to the Architectural Control Committee for its approval or disapproval before construction may be commenced and should be submitted at the time plans are submitted for approval.

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7. No house may be constructed on any lot with a garage of minimum dimensions of less than 20' by 20'.
8. The ground floor areas of the main structure, exclusive of open porches or garages, shall have a minimum livable floor area of one thousand, two hundred (1,200) square feet for a one story house, plus attached garage. The floor area of any one and one-half (1 / 1 1/2) story house, exclusive of basement, open porches or garages, shall have a minimum livable areas one thousand, two hundred (1,200) square feet. The upper level floor area of any bi-level house, exclusive of open porches or garages, shall have a minimum livable floor area of one thousand, two hundred (1,200) square feet and shall not have any portion of the attached garage under any livable floor area.
9. No building shall be located on any lot nearer than fifty (50) feet to the front lot line, and twenty-five (25) feet from the side street line in case of a corner lot, except that this building line requirement may be modified by the Architectural Control Committee upon application and a showing of hardship by reason of topography or other physical circumstances. No building may be located nearer than fifteen (15) feet to an interior lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of the building on a lot to encroach upon another lot.
10. No lot shall hereinafter be subdivided into additional lots.
11. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat map.
12. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
13. No structure of a temporary character, trailer, basement, tent, shack, or garage shall be used on any lot at any time as a residence either temporarily or permanently. Any garage shall be constructed at the same time or subsequent to the construction of the house it is intended to serve.
14. No owner, part owner, member of a family or agent, or employee of owner or part owner of any lot, or guest or invitee of any owner or part owner, member of a family or agent, or employee of owner shall park any vehicle, except a passenger vehicle, on any street or lot in said subdivision for a period of more than two (2) consecutive hours where said vehicle is in view or can be seen from any street or other lot in the subdivision, except during the initial construction period of the structure on said lot.
15. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
16. No animals or livestock of any kind shall be raised, bred, or kept on any lot, including the breeding of dogs, except, however, that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained, for any commercial purpose.
17. No lot shall be used or maintained as a dumping ground for rubbish or trash. All houses constructed on said premises shall be equipped with an electrically operated garbage disposal connected with and drained into the sanitary sewer serving the same. No outside incinerators or trash burners shall

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be installed or operated.

18. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the public health authorities having jurisdiction. Approval of such systems as installed shall be obtained from such authority.
19. No building materials shall be stored on any lot for a period of more than thirty (30) days prior to the commencement of an improvement, or for more than fifteen (15) days after said improvement has been completed. All improvements to any lot shall be completed within a reasonable time, but said construction period shall in no event exceed six (6) months, except in the event of specific written approval by the Architectural Control Committee.

All lots must have a lawn of grass covering all open areas on the lot except to the extent that the lot has trees or commercially available bushes, shrubs, or other landscaping materials planted thereon.

No lot shall be used as a dumping ground for grass, soils, or other building materials.

The owner of any lot upon which soil or other landscaping materials has been dumped, or otherwise placed, which dumping or placement changes the original or natural grade of the lot shall, within sixty (60) days after the materials are placed on the lot, landscape the new grade and materials with commercially available plants or grass.

20. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards and recommendations of the public health authorities having jurisdiction. Approval of such system as installed shall be obtained from such authority, prior to operation of said system.
21. All driveway approaches from the street to the front lot line shall be installed prior to commencement of construction of or excavation for the dwelling.
22. No fence nor any portion of any fence of any type shall be erected or placed on any lot nearer to the front line or nearer to the side street line than the minimum building setback line shown on the recorded plat. In addition, no fence, hedge, or shrub planting which obstructs site elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and the line connecting them at points twenty-five (25) feet from the intersection of the street line, or in the case of a rounded property corner from the intersection of the street property lines, extended. The same site line limitations shall apply to any lot within ten (10) feet from the intersection of the street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such site lines.
23. Storm water drainage under each driveway approach shall be provided by reinforced concrete tile or galvanized pipe at least twenty-four (24) feet in length and of a diameter determined by the Architectural Control Committee. Driveways on each lot shall be, prior to the first occupation by the residents of the house constructed on each said lot, hard surfaced with either concrete or asphaltic concrete (blacktop). There shall be placed no unpaved driveway, parking area, turnaround, or apron on

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any lot within the Huntington Hills subdivision. Every driveway, parking area, turnaround, apron and any other area on any lot used for the parking and/or travel of motor vehicles shall be paved with concrete or asphaltic concrete (blacktop).

24. No commercial vehicles, camper, boat, vacation vehicle, trailer, motorcycle, snow mobile, construction or like equipment, or mobile or stationary trailers of any kind, shall be permitted on any lot of the subdivision unless kept in a garage and completely enclosed. This restriction does not prohibit, however, the parking for an intermittent period not to exceed seventy-two (72) hours in any given month, for the purposes of loading, cleaning, or repairing such vehicle or boat.

No passenger motor vehicle shall be parked on or placed on any unpaved portion of any lot. "Unpaved" shall mean any portions of a lot which do not have concrete or asphaltic concrete (blacktop). This restriction does not prohibit, however, the parking for a temporary period not to exceed seventy-two (72) hours in a given month, for the purposes of loading, unloading, cleaning, or repairing said motor vehicle or for the purpose of performing repairs, maintenance, or construction to the paved portion of the of the lot.

No passenger motor vehicle shall be parked or placed on any lot outside the garage for more than seventy-two (72) hours in any given month, which does not have a valid license plate or registration or which is sitting on blocks or any other material other than its inflated tires.

No passenger or other motor vehicle shall be parked or placed outside of a garage with a tarp, canvas, plastic, or other material covering all or a major portion of the motor vehicle for more than seventy-two (72) hours in any given month.

25. No house may be erected on any lot in Huntington Hills subdivision unless there is installed in conjunction therewith an outside yard light of either gas or electric power. Such light shall be erected within twenty-five (25) feet of the front lot line. The owner of the aforementioned lot shall keep said light in good repair and working condition at all times and shall keep said light lit at all times between dusk and dawn.

26. There exists in the Huntington Hills subdivision a non-profit corporation, incorporated under the laws of the state of Ohio, known as Huntington Hills civic association, inc. The owner(s) of every lot in Huntington Hills Subdivision shall automatically become a member of said Association and remain a member for the duration of his or her ownership of said lot. Each subsequent owner of any lot or lots in the Huntington Hills Subdivision shall automatically become a member of said Association upon acquiring title, which membership shall continue for the duration of his or her ownership of said lot or lots.

The purpose of the above said Association shall be to promote the common community welfare of every kind and nature required or desired within the subdivision for the general use and benefit of present and future lot owners of Huntington Hills. Upon acceptance of delivery of a deed or contract for any lot in Huntington Hills, each and every lot owner shall automatically agree to be subject to the obligations and duly enacted code of regulations of the Huntington Hills Civic Association, Inc., and each such owner shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or her, provided, however, that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to one vote.

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27. The Association, by vote or two-thirds (2/3) of its members, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation, and beautification of the property, and the health, comfort, safety, and general welfare of residents on said property; and all parts of said property shall at all times be maintained subject to such rules and regulations.
28. No surface water, storm drainage, roof drains, or any source other than sanitary facilities of the dwelling erected on any lots herein shall be attached to or allowed to drain into the sanitary sewer facilities serving the lots in the subdivision. Every residence unit erected on a lot in the subdivision shall include in its construction the installation of a sump pump for the drainage of footer drains and other water and the discharge of said sump pump shall be delivered to the storm drain ditch at the roadway upon which the lot fronts.
29. No sanitary facilities or waste water facilities, such as wash tubs, shall be allowed to drain into the sump of any house or dwelling unit or be discharged through said sump pump drainage facilities.
30. A representative of the Huntington Hills Civic Association or the Architectural Control Committee shall have the right to, at any time, inspect all sanitary sewer taps and service laterals for service to any house erected on any lot in the subdivision.
31. The Huntington Hills Civic Association and/or the Architectural Control Committee reserve the sole and exclusive right, but do not assume the responsibility, to establish grade and slopes on the premises described herein and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same shall conform to a general plan.
32. The Huntington Hills Civic Association reserves the right, but does not assume the responsibility, in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants, and condition herein contained, to enter the property upon which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof as interpreted by the Huntington Hills Civic Association and/or the Architectural Control Committee. A failure of the Huntington Hills Civic Association to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants, and conditions contained herein shall in no event be construed, taken or held to be a waiver therefor or acquiescence in or consent to any continuing further, or succeeding breach or violation thereof; and Huntington Hills Civic Association shall at any and all times have the right to enforce the same.
33. In any instances where plans and specifications are required to be submitted to and are approved by the Architectural Control Committee, if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, drive or roadway, any such variance shall be deemed a violation of these restrictions.
34. Each owner of any lot or lots in Huntington Hills Subdivision accepts the same subject to all restrictions, conditions, covenants, reservations, and easements, and all said restrictions, conditions, covenants, reservations, rights, benefits and privileges of every character created or reserved, and all impositions and obligations hereby imposed shall run with the land and bind every owner of any interest therein and insure to the benefit of such owner, in like manner as though the provisions of these Protective Covenants were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition or the breach of any covenants or provision herein contained shall give the Huntington Hills Civic Association the right (a) to enter upon the land upon

2010 Huntington Hills Civic Association Directory

which or as too which violation or breach exists and to summarily abate and remove, at the expense of the owner of said lot or lots, any structure, thing or condition that may exists thereon contrary to the intent and meaning of the provisions hereof, and Huntington Hills Civic Association or its agents or representatives shall not thereby be deemed guilty of any manner of trespass, or (b) to enjoin, abate, or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach. IN THE EVENT THE HUNTINGTON HILLS CIVIC ASSOCIATION TAKES ACTION TO ADDRESS ANY VIOLATION OF ANY RESTRICTION, CONDITION, COVENANT, RESERVATION OR EASEMENT, THE LOT OWNER AND TENANT, IF ANY, OF THE LOT VIOLATING ANY RESTRICTION, CONDITION, COVENANT, RESERVATION OR EASEMENT SHALL BE RESPONSIBLE FOR THE PAYMENT OF ANY AND ALL ATTORNEY'S FEES AND COURT COSTS INCURRED BY THE HUNTINGTON HILLS CIVIC ASSOCIATION.

35. All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages now or hereafter executed, encumbering any of the real property herein described; and none of said restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage. It is distinctly understood and agreed, however, that if any portion of said property is acquired in lieu of foreclosure or is sold under the foreclosure of any mortgage or under any judicial sale, any purchaser at such sale, his heirs, successors or assigns shall hold any and all property so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this Code or Regulations.
36. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

A violation of any of the rules and regulations adopted by the Huntington Hills Civic Association may be enjoined as herein provided.

The foregoing amended code of regulations of Huntington Hills Civic Association, Inc., a non-profit corporation, have been approved by the undersigned trustees and have been passed by a vote of more than two-thirds (2/3) of the Huntington Hills civic association members voting either in person or by proxy at the general meeting of the Huntington Hills civic association held on May 18, 1998.

This Amendment revises Article XI, Section 4 of the May 21, 1994 Code of Regulations as highlighted in "CAPITAL LETTERS"

This Amendment revises Article III, Section 1 of the Code of Regulations as highlighted in "CAPITAL LETTERS."

This Amendment revises Article XI, Section 33 of the Code of Regulations as highlighted in "CAPITAL LETTERS."

AMENDED AND CONSOLIDATED
DECLARATION
OF
PROTECTIVE COVENANTS
FOR
HUNTINGTON HILLS CIVIC ASSOCIATION, INC.
An Ohio Not-For-Profit Corporation

In addition to those other protective covenants, restrictions, conditions, obligations, and limitations provided in the Ohio Planned Community Act and the Ohio Non-Profit Corporation Act, the following reservations, restrictions, conditions, easements, charges, assessments, agreements, covenants, obligations, rights, uses, and provisions, all hereinafter referred to as Protective Covenants, which are for the mutual benefit and protection of the Huntington Hills Lot owners, and shall be enforced by, Suburban East Development Company (the "Grantor") and all and any owners of any of the real property described in the Warranty Deeds recorded at Fairfield County Records Volume 433, Page 667 et seq., Volume 451, Page 606 et seq., Volume 466, Page 718 et seq., Volume 473, Page 452 et seq., Volume 476, Page 251 et seq., Volume 482, Page 593 et seq., and Volume 489, Pages 845 et seq., and the Huntington Hills Civic Association, Inc. (the "Grantee" or the "Association") for itself, its heirs, successors, and assigns, covenants and agrees to keep and perform each of the same Protective Covenants as hereinafter set forth, and hereby declares that the real property described and referred to herein is and shall be held, transferred, sold, conveyed, and occupied subject to said Protective Covenants:

(A) Purpose of Property. The purpose of the property and of the Lots and facilities situated therein is residential housing and those uses that are both customarily accessory and incidental to a residential dwelling. Each Lot shall be used as a single family residence and for no other purpose. No part of the property shall be used except for the foregoing purposes and except for such other

uses or purposes as are expressly permitted or contemplated herein by the Association.

(B) Restrictions.

(1) Real Covenants. These Protective Covenants shall run with the land hereby conveyed and shall be binding on the Grantee, its heirs, successors, and assigns for a period of twenty-five (25) years from the date hereof, and shall be automatically extended for successive periods of ten (10) years each unless and until an instrument signed by a majority of the then owners of the Lots has been recorded, agreeing to change said time extensions in whole or in part. These Protective Covenants may be amended by the affirmative vote of the owners in accordance with and pursuant to the Ohio Planned Community Act.

(2) Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

(3) Residential Purpose. None of the Lots herein conveyed and made subject to the Protective Covenants may be used except for residential purposes.

(4) Architectural Control Committee. The Architectural Control Committee shall be composed of three (3) members, as designated and appointed by the Association's Board of Directors. An Association Director may also serve on the Architectural Control Committee (the "Committee"). A majority of the Committee may designate a representative to act for the Committee. In the event of death or resignation of any member or members of the Committee, the Association's Board of Directors shall have full authority to designate a successor or successors. Neither the members of the Committee nor its designated representative, if any, shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced within two (2) years

after the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(5) Building, Construction, and Renovation Requirements.

- (A) Architectural Approval. No building shall be erected, placed, or altered on any Lot until the construction plans and specifications and the site plan showing the location of the structure have been approved by the Committee as to quality of workmanship and materials, harmony of external design with existing structures and planned structures, and as to location with respect to topography and finished grade elevation. No fence or walls shall be erected, placed, or altered on any Lot nearer to any street than the front of the house constructed on said Lot, unless approved by the Committee, as further provided in Section 18.
- (B) Single Family Dwellings. No buildings shall be erected, placed, or permitted to remain on any Lot other than one detached, single family dwelling not exceeding two and one-half (2 1/2) stories in height.
- (C) Contractor(s). The name of the builder, contractor, or remodeler to be employed in the construction, addition, or remodel of each structure shall be submitted to the Committee for its approval or disapproval before construction may be commenced and shall be submitted at the time plans are submitted for approval.
- (D) Garage. No house may be constructed on any Lot with a garage of minimum dimensions of less than 20' x 20' provided further that all single family dwelling shall have attached garage for not less than two (2) cars, and not more than three (3) cars. No detached outbuilding or garage may be constructed on any premises herein described.
- (E) Square Footage. For all new construction and material addition and/or renovation projections, the ground floor area of the main structure, exclusive of open porches or garages, shall have a minimum livable floor area of one thousand, two hundred (1,200)

square feet for a one story house, plus attached garage. The floor area of any one and one-half (1 1/2) story house, exclusive of basement, open porches or garages, shall have a minimum livable area of one thousand, two hundred (1,200) square feet. Any two (2) story house, exclusive of basement, open porches or garages, shall have a minimum livable floor area of one thousand six hundred fifty (1,650) square feet. Any split-level house, exclusive of basement, open porches or garages, shall have a minimum livable floor area of one thousand, two hundred (1,200) square feet. The upper level floor area of any bi-level house, exclusive of open porches or garages, shall have a minimum livable floor area of one thousand, two hundred (1,200) square feet and shall not have any portion of the attached garage under any livable floor area.

(F) Setback. No building shall be located on any Lot nearer than fifty (50) feet to the front Lot line, and twenty-five (25) feet from the side street line in the case of a corner Lot, except that this building line requirement may be modified by the Committee upon application and a showing of hardship by reason of topography or other physical circumstances. No building may be located nearer than fifteen (15) feet to an interior Lot line. For the purposes of this convent, eaves, steps, and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of the building on a Lot to encroach upon another Lot.

(G) Sump Pumps. Every residence unit erected on a Lot in the subdivision shall include in its construction the installation of a sump pump for the drainage of footer drains and other water and the discharge of said sump pump shall be delivered to the storm drain ditch at the roadway upon which the Lot fronts. No sanitary facilities or waste water facilities, such as wash tubs, shall be allowed to drain into the sump of any house or dwelling unit or be discharged through said sump pump drainage facilities.

(6) Subdivision. No Lot shall hereafter be subdivided into additional Lots except with the express, written approval of the Board.

(7) Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the originally recorded plat maps.

(8) Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon, which may be or may become an annoyance or nuisance to the neighborhood.

(9) Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, or garage shall be used on any Lot at any time as a residence either temporarily or permanently. Any garage shall be constructed at the same time or subsequent to the construction of the house it is intended to serve.

(10) Vehicles. No owner, part owner, member of a family or agent, or employee of owner or part owner of any Lot, or guest or invitee of any owner or part owner, member of a family or agent, or employee of owner shall park any vehicle, except a passenger vehicle, on any street or Lot in said subdivision for a period of more than two (2) consecutive hours where said vehicle is in view or can be seen from any street or other Lot in the subdivision, except during the initial construction period of the structure on said Lot. No commercial vehicles, camper, boat, vacation vehicle, trailer, motorcycle, snowmobile, construction, or like equipment, or mobile or stationary trailers of any kind, shall be permitted on any Lot of the subdivision unless kept in a garage and completely enclosed. This restriction does not prohibit, however, the parking for an intermittent period not to exceed three (3) days in any given month, for the purposes of loading, cleaning, or repairing such vehicle or boat.

(11) Signs. No sign of any kind shall be displayed to the public view on any Lot with the exception of one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

(12) Animals. No animals or livestock of any kind shall be raised, bred, or kept on any Lot, including the breeding of dogs, except, however, that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

(13) Trash. No Lot shall be used or maintained as a dumping ground for rubbish or trash. All houses constructed on said premises shall be equipped with an electrically operated garbage disposal connected with and drained into the sanitary sewer serving the same. No outside incinerators or trash burners shall be installed or operated.

(14) Water Systems. No individual water supply system shall be permitted on any Lot, unless such system is located, constructed and equipped in accordance with the requirements, standards, and recommendations of the public health authorities having jurisdiction. Approval of such systems as installed shall be obtained from such authority.

(15) Storage. No building materials shall be stored on any Lot for a period of more than thirty (30) days prior to the commencement of an improvement, or for more than fifteen (15) days after said improvement has been completed. All improvements to any Lot shall be completed within a reasonable time, but said construction period shall, in no event, exceed six (6) months, except in the event of specific written approval by the Committee.

(16) Sewer Systems. No individual sewage disposal system shall be permitted on any Lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the public health authorities having jurisdiction. Approval of such system as installed shall be obtained from such authority prior to operation of said system.

(17) Driveways. All driveway approaches from the street to the front Lot line shall be installed prior to commencement of construction of or excavation for the dwelling.

(18) Site Lines. No fence or any portion of any fence of any type shall be erected or placed on any Lot nearer to the front line or nearer to the side street line than the minimum building setback line shown on the recorded plat. In addition, no fence, hedge, or shrub planting, which obstructs site elevations between two (2) and six (6) feet above the roadways, shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and the line connecting them at points twenty-five (25) feet from the intersection of the street line, or in the case of a rounded property corner for the intersection of the street property lines, extended. The same site line limitations shall apply to any Lot within ten (10) feet from the intersection of the street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such site lines.

(19) Storm Water Drainage. Storm water drainage, under each driveway approach shall be provided by reinforced concrete tile or galvanized pipe in a length and of a diameter determined by the Committee. Driveways on each Lot shall be, prior to the first occupation by the residents of the house constructed on each said Lot, hard surfaced with either concrete or asphaltic concrete (blacktop) and must be approved by the Architectural Control Committee.

(20) Exterior Lighting. No house may be erected on any Lot in Huntington Hills unless there is installed in conjunction therewith an outside yard light of either gas or electric power. Such light shall be erected within five (5) feet of the front Lot line. The owner of the aforementioned light shall keep same in good repair and working condition at all times.

(21) Association. The Grantor has caused to be incorporated a non-profit corporation under the laws of the State of Ohio called Huntington Hills Civic Association, Inc.. The owner(s) of every Lot in Huntington Hills shall automatically become a member of the Association and remain a member for the duration of his/her ownership of said Lot. Each subsequent owner of any Lot or Lots in the said subdivision shall automatically become a member of said Association upon acquiring title, which membership shall continue for the duration of his/her ownership of said Lot or Lots.

As additional land adjacent to Huntington Hills that was not originally part of Huntington Hills Sections 1 through 7 are platted and developed, the Board may permit owners acquiring title to said Lots to automatically become members of the said Association by establishing said automatic membership condition in an instrument to be placed in the chain of title of said Lot(s) containing reservations, restrictions, conditions, easements, charges, assessments, agreements, covenants, obligations, rights, uses, and provisions, all collectively to be referred to as Protective Covenants.

The purpose of the above said Association shall be to promote the common community welfare of every kind and nature required or desired within the subdivision for the general use and benefit of present and future Lot owners in presently existing and future proposed sections of Huntington Hills. Upon acceptance of delivery of a deed or contract for any Lot in Huntington Hills, each and every Lot owner shall automatically agree to be subject to the obligations and duly enacted Bylaws and rules of the Association and each such owner shall be entitled to one vote on each matter submitted to a vote of members for each Lot owned by him/her or it, provided, however, that where title to a Lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote.

The Association shall be governed by the Bylaws for the Huntington Hills Civil Association, Inc., as recorded at Fairfield County Records OR Book 1572, Page 798, et seq.

(22) Rules and Regulations. The Association, by a vote of two-thirds (2/3) of its members, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation, and beautification of the property, and for the health, comfort, safety, and general welfare of residents on said property; and all parts of said property shall at all times be maintained subject to such rules and regulations.

(23) Violations. A violation of any of the rules and regulations adopted by the Association shall be deemed a violation of these Protective Covenants and may be enjoined as herein provided and/or as provided by the Ohio Planned Community Act.

(24) Drainage. No surface water, storm drainage, roof drains, or any source other than sanitary facilities of the dwelling erected on any Lots herein shall be attached to or allowed to drain into the sanitary sewer facilities serving the Lots in the subdivision.

(25) Variance. In any instances where plans and specifications are required to be submitted to and are approved by the Architectural Control Committee, if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, drive, or roadway, any such variance shall be deemed a violation of these restrictions.

(26) Enforcement and Remedies. Each Lot owner, by the acceptance of a deed of conveyance for a Lot in Huntington Hills, accepts the same and is subject to all restrictions, conditions, covenants, reservations, and easements and the jurisdiction, rights, and powers of Association created or reserved by these Protective Covenants; and all easements, rights, benefits, and privileges of every character hereby granted, created, or reserved and all impositions and obligations hereby imposed shall run with the land and bind every owner of any interest therein and inure to the benefit of such owner, in like manner as though the provisions of these Protective Covenants were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition or the breach of any covenant or provision herein contained shall give the Association the right to (a) enter upon the land upon which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the owner the costs of enforcement, including reasonable attorneys' fees and court costs, of said Lot or Lots, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Association or its agents shall not thereby be deemed guilty of any manner of trespass or (b) enjoin, abate, or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

(27) Mortgagee Rights. All restrictions, covenants, conditions, agreements, and other provisions herein contained shall be deemed subject

to and subordinate to all mortgages now or hereafter executed, encumbering any of the real property herein described; and none of said restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage. It is distinctly understood and agreed, however, that if any portion of said property is acquired in lieu of foreclosure or is sold under the foreclosure of any mortgage or under any judicial sale, any purchaser at such sale, his/her heirs, successors, or assigns shall hold any and all property so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements, and other provisions of these Protective Covenants.

(28) Waiver. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

(29) Occupancy Restriction. A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a Lot or remaining in or on the property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law, pursuant to the Ohio Sex Offenders Act, as may be amended and/or renamed from time to time, or similar statute from another jurisdiction. The Association shall not, however, be liable to any owner or occupant, or anyone visiting any owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

Huntington Hills Civic Association
Architectural Control Committee
Guidelines

Scope: These guidelines are not to alter the HHCA Code of Regulations but are the basis by which the Architectural Control Committee reviews and approves construction allowed within the regulations

Sideboards:

- Our main objective is for the benefit of HH to enhance property values and the attractiveness of our subdivision
- Construction activities requiring Architectural Control Committee review and approval will also likely require a zoning (614-575-5560) and building (614-575-5559) permit from Violet Township.

Authority: The authority and function of the Architectural Control Committee, regarding construction on vacant lots and construction on lots already occupied by homes, is described in Article XI, Sections 4 through 10 of the Huntington Hills Code of Regulations (Recorded July, 16, 2011), and sections 4&5 of the Amended and Consolidated Declaration of Protective Covenants (filed 6/16/2016). The Huntington Hills Architectural Control Committee (committee) has the responsibility to act on proposed construction within HH and have a representative report committee activity, if any, at each monthly HHCA meeting.

Committee Members

Rhonda Capaldi – 614-288-0405

John Kramer - 614-837-6830

Mike Monnin, Co-Representative – 614-837-1478

Bob Stoklosa, Co-Representative – 614-419-1793

Submittal:

- During planning, the lot owner submit a proposal to the committee containing the following: (submittals to the committee may be either by letter, or e-mail containing necessary attachments)
 - Preliminary drawing or accurate sketch of the lot showing the house, lot lines, and location of proposed addition or structure.
 - Sufficient description (or pictures / product samples) of building materials and architectural features, whereby the committee can review the project for esthetic compatibility with the home and surrounding properties.
- Lot owners are encouraged to contact the Violet Township Zoning and Building Departments shortly following committee contact (prior to purchase of materials) to initiate building permit approval. If project does not require a Violet Township building permit, the lot owner is asked to submit documentation of the correspondence with Violet Township to the committee. When a building permit is required, the landowner is asked to forward the committee a copy of final plans accepted for township approval.
- When the project exclusively consists of fence, or when fencing is included in a structural project, include the following with the submittal:
 - Dimensioned drawing showing the planned fence, house location and lot lines (fence location must conform with HH bylaws, Article IX, sections 5 & 22; and HH Consolidated Declarations, Sections B(5)(A) & B(18))
 - Statement of fence height and fencing material (may include pictures/ sample)

Architectural Guidance for Acceptance:

- All Structures must conform to Violet Twp. zoning and building permit requirements, and the owner must obtain all necessary written Violet Twp. approvals.
- Attached structures and building alterations will be reviewed by the committee primarily for architectural conformity. The committee will otherwise accept Violet Twp. zoning and building permit approval as sufficient for HH purposes, following committee's initial architectural acceptance.
- Detached garages, sheds, and storage structures are prohibited.
- Gazebos, sun shelters, and children's playhouses need to meet these guidelines:
 - Located behind the house so the street visibility of the house is generally unchanged
 - The structure needs to be opened on the sides or screened; in the case of a children's playhouse at least 2 of the 4 sides must have open "windows/openings" or doorways that equal or exceed 25% of the surface area of said side. The intent is to ensure that the playhouse does not at some future point become a storage shed. A children's playhouse should generally be integrated with other play equipment and are often elevated. In the case of an elevated playhouse (treehouse) the sides may need to be more closed in for safety. The lower level of an elevated playhouse may not be enclosed for storage.
 - Wooden structures must be made of stained or natural weathered wood or painted to match the house. Prefabricated metal structures must be esthetically compatible with house and neighboring properties.
 - Maximum size of elevated play area: 6'x8'x5' high

Architectural Approval

- Committee available for consultation at any time prior to submittal. Owners are asked to contact committee for architectural review prior to completing township zoning & building permit submittal.
- Committee may give conditional approval for architectural esthetics, with final approval contingent upon full conformance with township permit/ approval requirements. When received, the lot owner is asked to submit the following applicable township approved documents to the committee:
 - Zoning permit
 - Building permit
 - Occupancy Permit
- Committee reviews completed submittal and will contact the homeowner within 10 days if further information is needed from the lot owner.
- When completed, committee will give homeowner written approval and inform HHCA board.

Most importantly be safe! Before you dig or start driving fence posts, contact the Ohio Utilities Protection Service (O.U.P.S) @ 8-1-1 or 1-800-362-2764



August 10, 2017

TRANSFER
NOT NECESSARY

JUN 16 2016


County Auditor, Fairfield County, Ohio

201600009908
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD, COUNTY RECORDER
06-16-2016 At 10:23 am.
AMEND RESTR 212.00
OR Book 1711 Page 4007 - 4027

AMENDMENTS TO THE
WARRANTY DEEDS
FOR
HUNTINGTON HILLS CIVIC ASSOCIATION, INC.

PLEASE CROSS MARGINAL REFERENCE WITH THE WARRANTY DEEDS
RECORDED AT VOLUME 433, PAGE 667 ET SEQ., VOLUME 451, PAGE 606
ET SEQ., VOLUME 466, PAGE 718 ET SEQ., VOLUME 473, PAGE 452 ET
SEQ., VOLUME 476, PAGE 251 ET SEQ., VOLUME 482, PAGE 593 ET SEQ.,
AND VOLUME 489, PAGE 845 ET SEQ. OF THE FAIRFIELD COUNTY
RECORDS AND THE BYLAWS OF HUNTINGTON HILLS CIVIC
ASSOCIATION, INC., RECODED AT VOLUME 1572, PAGE 798 OF THE
FAIRFIELD COUNTY RECORDS.

AMENDMENTS TO THE
WARRANTY DEEDS
FOR
HUNTINGTON HILLS CIVIC ASSOCIATION, INC.

WHEREAS, the Warranty Deeds (the "Deeds") were recorded at Fairfield County Records, Volume 433, Page 667 et seq., Volume 451, Page 606 et seq., Volume 466, Page 718 et seq., Volume 473, Page 452 et seq., Volume 476, Page 251 et seq., Volume 482, Page 593 et seq., and Volume 489, Page 845 et seq. and the Bylaws of Huntington Hills Civic Association, Inc. (the "Bylaws") were recorded at Fairfield County Records OR Book 1572, Page 798, et seq., and

WHEREAS, the Huntington Hills Civic Association, Inc. (the "Association") is a corporation consisting of all Owners in Huntington Hills Civic Association and as such is the representative of all Owners, and

WHEREAS, Ohio Revised Code Section 5312.05(A) authorizes amendments to the Deeds and Bylaws Article IX authorizes amendments to the Bylaws, and

WHEREAS, a meeting, including any change, adjournment, or continuation of such meeting, of the Association's Owners was held on or about March 17, 2016, and, at such meeting and any adjournment, Owners representing at least 75% of the voting power of the Association executed, in person or by proxy, an instrument in writing setting forth specifically the matters to be modified in the Deeds and at least 2/3rds of the voting power of the Association executed, in person or by proxy, an instrument in writing setting forth specifically the matters to be modified in the Bylaws (the "Amendments"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendments signed by Owners in Section 1 representing 80.00% of the Association's, together with the minutes from said meeting and any continuation thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Owners in Section 1 representing 80.00% of the Association's voting power

authorizing the Association's officers to execute the Amendments on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to the Amendments signed by Owners in Section 2 representing 86.11% of the Association's, together with the minutes from said meeting and any continuation thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Owners in Section 2 representing 86.11% of the Association's voting power authorizing the Association's officers to execute the Amendments on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to the Amendments signed by Owners in Section 3 representing 80.65% of the Association's, together with the minutes from said meeting and any continuation thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Owners in Section 3 representing 80.65% of the Association's voting power authorizing the Association's officers to execute the Amendments on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to the Amendments signed by Owners in Section 4 representing 85.37% of the Association's, together with the minutes from said meeting and any continuation thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Owners in Section 4 representing 84.37% of the Association's voting power authorizing the Association's officers to execute the Amendments on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to the Amendments signed by Owners in Section 5 representing 83.78% of the Association's, together with the minutes from said meeting and any continuation thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Owners in Section 5 representing 83.78% of the Association's voting power authorizing the Association's officers to execute the Amendments on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to the Amendments signed by Owners in Section 6 representing 80.31% of the Association's, together with the minutes from said meeting and any continuation thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Owners in Section 6 representing 80.31% of the Association's voting power authorizing the Association's officers to execute the Amendments on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to the Amendments signed by Owners in Section 7 representing 90.48% of the Association's, together with the minutes from said meeting and any continuation thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Owners in Section 7 representing 90.48% of the Association's voting power authorizing the Association's officers to execute the Amendments on their behalf, and

WHEREAS, the proceedings necessary to amend the Deeds and Bylaws as required by the Deeds and Bylaws have in all respects been complied with.

NOW THEREFORE, the Warranty Deeds and Bylaws of Huntington Hills Civic Association, Inc. are amended by the following:

AMENDMENT A

DELETE the PROTECTIVE COVENANTS FOUND IN THE WARRANTY DEEDS, together with all amendments of record to said Deeds through the date of this Amendment, in their entirety. Said Deeds are recorded at Fairfield County Records, Volume 433, Page 667 et seq., Volume 451, Page 606 et seq., Volume 466, Page 718 et seq., Volume 473, Page 452 et seq., Volume 476, Page 251 et seq., Volume 482, Page 593 et seq., and Volume 489, Page 845 et seq.

REPLACE SAID PROTECTIVE COVENANTS WITH THE AMENDED AND CONSOLIDATED DECLARATION OF PROTECTIVE COVENANTS FOR HUNTINGTON HILLS CIVIC ASSOCIATION, INC., as attached hereto as Exhibit "A" and as fully rewritten herein. SAID THE AMENDED AND CONSOLIDATED DECLARATION OF PROTECTIVE COVENANTS FOR HUNTINGTON HILLS CIVIC ASSOCIATION, INC. WILL APPLY TO THE REAL PROPERTY DESCRIBED IN EXHIBIT "B."

Any conflict between the Amended and Consolidated Declaration of Protective Covenants for Huntington Hills Civil Association, Inc., as contained in this Amendment and the Deeds as previously recorded at Fairfield County Records, Volume 433, Page 667 et seq., Volume 451, Page 606 et seq., Volume 466, Page 718 et seq., Volume 473, Page 452 et seq., Volume 476, Page 251 et seq., Volume 482, Page 593 et seq., and Volume 489, Pages 845, et seq., and all amendments or modifications of record to said Deeds through the date of this Amendment, shall be interpreted in favor of the provisions of this Amendment. In the event that any portion of this Amendment A is deemed or held to be invalid or unenforceable, then the entirety of this Amendment A shall be void and of no effect and the Warranty Deeds referenced above shall remain in full force and effect. Upon the recording of this Amendment, only Owners of record at the time of such filing shall have standing to contest the validity of this Amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge shall be brought in the Court of Common Pleas within one year of the recording of this Amendment.

AMENDMENT B

INSERT a new BYLAWS ARTICLE VI, SECTION EIGHT. Said new addition, to be added on Page 58 of the Bylaws, as recorded at Fairfield County Records OR Book 1572, Page 798 et seq., is as follows:

SECTION EIGHT. The Association shall indemnify any member of the Association's Board of Directors or officer or any of the Association's former Directors or officers and/or its or their respective heirs, executors, and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties, or amounts paid in settlement, actually and necessarily incurred by him/her in connection with the defense of any pending or threatened

action, suit, or proceeding, criminal or civil, to which he/she is or may be made a party by reason of being or having been such Association Director or officer, provided it is determined, in the manner set forth below, that (1) such Association Director or officer was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of his/her duty to the Association; (2) such Director or officer acted in good faith in what he/she reasonably believed to be in, or not opposed to, the Association's best interest; (3) in any criminal action, suit, or proceeding, such Director or officer had no reasonable cause to believe that his/her conduct was unlawful; and (4) in case of settlement, the amount paid in the settlement was reasonable.

The above determination required shall be made by written opinion of independent legal counsel the Board chooses. Notwithstanding the opinion of legal counsel, to the extent that a Director or officer is successful in defense of any action, suit, or proceeding, or in the defense of any claim, issue or matter, he/she shall, in that event, be indemnified.

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

(b) Indemnification Not Exclusive; Insurance. The indemnification provided for in this Section shall not be exclusive, but shall be in addition to any other rights to which any person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws, or rules and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Section 1702.12(E) of the Ohio Revised Code and its successor statutes, or otherwise. The Association shall purchase and maintain insurance on behalf of any person who is or was a Director or officer of the Association against any liability asserted against him/her or incurred by him/her in such capacity or arising out of his/her status as an Association Director or officer.

(c) Director and Officers Liability. The Association's Directors and officers shall not be personally liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association's indemnification shall include, but not limited to, all contractual liabilities to third parties arising out of contracts made on behalf of the Association and every contract or agreement made by any Director or officer of the Association shall mean that such Association Director or officer is acting only as an Association representative and shall have no personal liability, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws and/or as an Owner.

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

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment for the indemnification of Association Directors and officers. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the Court of Common Pleas within one year of the recording of the amendment.

The Huntington Hills Civic Association, Inc. has caused the execution of this instrument this 17th day of March, 2016.

HUNTINGTON HILLS CIVIC ASSOCIATION, INC.

By: Julie Wyatt
JULIE WYATT, its President

By: Barbara Spitzer
BARB SPITZER, its Secretary

STATE OF OHIO)
COUNTY OF Franklin) SS

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

I have set my hand and official seal in Columbus, Ohio, this 20th day of April, 2016.

[Signature]
NOTARY PUBLIC

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

Place notary stamp/seal here:



LARISSA VANDAL
Notary Public
in and for the State of Ohio
My Commission Expires
October 01, ~~2008~~
2018

Exhibit "A"

AMENDED AND CONSOLIDATED

DECLARATION

OF

PROTECTIVE COVENANTS

FOR

HUNTINGTON HILLS CIVIC ASSOCIATION, INC.

AMENDED AND CONSOLIDATED
DECLARATION
OF
PROTECTIVE COVENANTS
FOR
HUNTINGTON HILLS CIVIC ASSOCIATION, INC.
An Ohio Not-For-Profit Corporation

In addition to those other protective covenants, restrictions, conditions, obligations, and limitations provided in the Ohio Planned Community Act and the Ohio Non-Profit Corporation Act, the following reservations, restrictions, conditions, easements, charges, assessments, agreements, covenants, obligations, rights, uses, and provisions, all hereinafter referred to as Protective Covenants, which are for the mutual benefit and protection of the Huntington Hills Lot owners, and shall be enforced by, Suburban East Development Company (the "Grantor") and all and any owners of any of the real property described in the Warranty Deeds recorded at Fairfield County Records Volume 433, Page 667 et seq., Volume 451, Page 606 et seq., Volume 466, Page 718 et seq., Volume 473, Page 452 et seq., Volume 476, Page 251 et seq., Volume 482, Page 593 et seq., and Volume 489, Pages 845 et seq., and the Huntington Hills Civic Association, Inc. (the "Grantee" or the "Association") for itself, its heirs, successors, and assigns, covenants and agrees to keep and perform each of the same Protective Covenants as hereinafter set forth, and hereby declares that the real property described and referred to herein is and shall be held, transferred, sold, conveyed, and occupied subject to said Protective Covenants:

(A) Purpose of Property. The purpose of the property and of the Lots and facilities situated therein is residential housing and those uses that are both customarily accessory and incidental to a residential dwelling. Each Lot shall be used as a single family residence and for no other purpose. No part of the property shall be used except for the foregoing purposes and except for such other

uses or purposes as are expressly permitted or contemplated herein by the Association.

(B) Restrictions.

(1) Real Covenants. These Protective Covenants shall run with the land hereby conveyed and shall be binding on the Grantee, its heirs, successors, and assigns for a period of twenty-five (25) years from the date hereof, and shall be automatically extended for successive periods of ten (10) years each unless and until an instrument signed by a majority of the then owners of the Lots has been recorded, agreeing to change said time extensions in whole or in part. These Protective Covenants may be amended by the affirmative vote of the owners in accordance with and pursuant to the Ohio Planned Community Act.

(2) Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

(3) Residential Purpose. None of the Lots herein conveyed and made subject to the Protective Covenants may be used except for residential purposes.

(4) Architectural Control Committee. The Architectural Control Committee shall be composed of three (3) members, as designated and appointed by the Association's Board of Directors. An Association Director may also serve on the Architectural Control Committee (the "Committee"). A majority of the Committee may designate a representative to act for the Committee. In the event of death or resignation of any member or members of the Committee, the Association's Board of Directors shall have full authority to designate a successor or successors. Neither the members of the Committee nor its designated representative, if any, shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced within two (2) years

after the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(5) Building, Construction, and Renovation Requirements.

- (A) Architectural Approval. No building shall be erected, placed, or altered on any Lot until the construction plans and specifications and the site plan showing the location of the structure have been approved by the Committee as to quality of workmanship and materials, harmony of external design with existing structures and planned structures, and as to location with respect to topography and finished grade elevation. No fence or walls shall be erected, placed, or altered on any Lot nearer to any street than the front of the house constructed on said Lot, unless approved by the Committee, as further provided in Section 18.
- (B) Single Family Dwellings. No buildings shall be erected, placed, or permitted to remain on any Lot other than one detached, single family dwelling not exceeding two and one-half (2 1/2) stories in height.
- (C) Contractor(s). The name of the builder, contractor, or remodeler to be employed in the construction, addition, or remodel of each structure shall be submitted to the Committee for its approval or disapproval before construction may be commenced and shall be submitted at the time plans are submitted for approval.
- (D) Garage. No house may be constructed on any Lot with a garage of minimum dimensions of less than 20' x 20' provided further that all single family dwelling shall have attached garage for not less than two (2) cars, and not more than three (3) cars. No detached outbuilding or garage may be constructed on any premises herein described.
- (E) Square Footage. For all new construction and material addition and/or renovation projections, the ground floor area of the main structure, exclusive of open porches or garages, shall have a minimum livable floor area of one thousand, two hundred (1,200)

square feet for a one story house, plus attached garage. The floor area of any one and one-half (1 1/2) story house, exclusive of basement, open porches or garages, shall have a minimum livable area of one thousand, two hundred (1,200) square feet. Any two (2) story house, exclusive of basement, open porches or garages, shall have a minimum livable floor area of one thousand six hundred fifty (1,650) square feet. Any split-level house, exclusive of basement, open porches or garages, shall have a minimum livable floor area of one thousand, two hundred (1,200) square feet. The upper level floor area of any bi-level house, exclusive of open porches or garages, shall have a minimum livable floor area of one thousand, two hundred (1,200) square feet and shall not have any portion of the attached garage under any livable floor area.

(F) Setback. No building shall be located on any Lot nearer than fifty (50) feet to the front Lot line, and twenty-five (25) feet from the side street line in the case of a corner Lot, except that this building line requirement may be modified by the Committee upon application and a showing of hardship by reason of topography or other physical circumstances. No building may be located nearer than fifteen (15) feet to an interior Lot line. For the purposes of this convent, eaves, steps, and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of the building on a Lot to encroach upon another Lot.

(G) Sump Pumps. Every residence unit erected on a Lot in the subdivision shall include in its construction the installation of a sump pump for the drainage of footer drains and other water and the discharge of said sump pump shall be delivered to the storm drain ditch at the roadway upon which the Lot fronts. No sanitary facilities or waste water facilities, such as wash tubs, shall be allowed to drain into the sump of any house or dwelling unit or be discharged through said sump pump drainage facilities.

(6) Subdivision. No Lot shall hereafter be subdivided into additional Lots except with the express, written approval of the Board.

(7) Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the originally recorded plat maps.

(8) Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon, which may be or may become an annoyance or nuisance to the neighborhood.

(9) Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, or garage shall be used on any Lot at any time as a residence either temporarily or permanently. Any garage shall be constructed at the same time or subsequent to the construction of the house it is intended to serve.

(10) Vehicles. No owner, part owner, member of a family or agent, or employee of owner or part owner of any Lot, or guest or invitee of any owner or part owner, member of a family or agent, or employee of owner shall park any vehicle, except a passenger vehicle, on any street or Lot in said subdivision for a period of more than two (2) consecutive hours where said vehicle is in view or can be seen from any street or other Lot in the subdivision, except during the initial construction period of the structure on said Lot. No commercial vehicles, camper, boat, vacation vehicle, trailer, motorcycle, snowmobile, construction, or like equipment, or mobile or stationary trailers of any kind, shall be permitted on any Lot of the subdivision unless kept in a garage and completely enclosed. This restriction does not prohibit, however, the parking for an intermittent period not to exceed three (3) days in any given month, for the purposes of loading, cleaning, or repairing such vehicle or boat.

(11) Signs. No sign of any kind shall be displayed to the public view on any Lot with the exception of one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

(12) Animals. No animals or livestock of any kind shall be raised, bred, or kept on any Lot, including the breeding of dogs, except, however, that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

(13) Trash. No Lot shall be used or maintained as a dumping ground for rubbish or trash. All houses constructed on said premises shall be equipped with an electrically operated garbage disposal connected with and drained into the sanitary sewer serving the same. No outside incinerators or trash burners shall be installed or operated.

(14) Water Systems. No individual water supply system shall be permitted on any Lot, unless such system is located, constructed and equipped in accordance with the requirements, standards, and recommendations of the public health authorities having jurisdiction. Approval of such systems as installed shall be obtained from such authority.

(15) Storage. No building materials shall be stored on any Lot for a period of more than thirty (30) days prior to the commencement of an improvement, or for more than fifteen (15) days after said improvement has been completed. All improvements to any Lot shall be completed within a reasonable time, but said construction period shall, in no event, exceed six (6) months, except in the event of specific written approval by the Committee.

(16) Sewer Systems. No individual sewage disposal system shall be permitted on any Lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the public health authorities having jurisdiction. Approval of such system as installed shall be obtained from such authority prior to operation of said system.

(17) Driveways. All driveway approaches from the street to the front Lot line shall be installed prior to commencement of construction of or excavation for the dwelling.

(18) Site Lines. No fence or any portion of any fence of any type shall be erected or placed on any Lot nearer to the front line or nearer to the side street line than the minimum building setback line shown on the recorded plat. In addition, no fence, hedge, or shrub planting, which obstructs site elevations between two (2) and six (6) feet above the roadways, shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and the line connecting them at points twenty-five (25) feet from the intersection of the street line, or in the case of a rounded property corner for the intersection of the street property lines, extended. The same site line limitations shall apply to any Lot within ten (10) feet from the intersection of the street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such site lines.

(19) Storm Water Drainage. Storm water drainage, under each driveway approach shall be provided by reinforced concrete tile or galvanized pipe in a length and of a diameter determined by the Committee. Driveways on each Lot shall be, prior to the first occupation by the residents of the house constructed on each said Lot, hard surfaced with either concrete or asphaltic concrete (blacktop) and must be approved by the Architectural Control Committee.

(20) Exterior Lighting. No house may be erected on any Lot in Huntington Hills unless there is installed in conjunction therewith an outside yard light of either gas or electric power. Such light shall be erected within five (5) feet of the front Lot line. The owner of the aforementioned light shall keep same in good repair and working condition at all times.

(21) Association. The Grantor has caused to be incorporated a non-profit corporation under the laws of the State of Ohio called Huntington Hills Civic Association, Inc.. The owner(s) of every Lot in Huntington Hills shall automatically become a member of the Association and remain a member for the duration of his/her ownership of said Lot. Each subsequent owner of any Lot or Lots in the said subdivision shall automatically become a member of said Association upon acquiring title, which membership shall continue for the duration of his/her ownership of said Lot or Lots.

As additional land adjacent to Huntington Hills that was not originally part of Huntington Hills Sections 1 through 7 are platted and developed, the Board may permit owners acquiring title to said Lots to automatically become members of the said Association by establishing said automatic membership condition in an instrument to be placed in the chain of title of said Lot(s) containing reservations, restrictions, conditions, easements, charges, assessments, agreements, covenants, obligations, rights, uses, and provisions, all collectively to be referred to as Protective Covenants.

The purpose of the above said Association shall be to promote the common community welfare of every kind and nature required or desired within the subdivision for the general use and benefit of present and future Lot owners in presently existing and future proposed sections of Huntington Hills. Upon acceptance of delivery of a deed or contract for any Lot in Huntington Hills, each and every Lot owner shall automatically agree to be subject to the obligations and duly enacted Bylaws and rules of the Association and each such owner shall be entitled to one vote on each matter submitted to a vote of members for each Lot owned by him/her or it, provided, however, that where title to a Lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote.

The Association shall be governed by the Bylaws for the Huntington Hills Civil Association, Inc., as recorded at Fairfield County Records OR Book 1572, Page 798, et seq.

(22) Rules and Regulations. The Association, by a vote of two-thirds (2/3) of its members, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation, and beautification of the property, and for the health, comfort, safety, and general welfare of residents on said property; and all parts of said property shall at all times be maintained subject to such rules and regulations.

(23) Violations. A violation of any of the rules and regulations adopted by the Association shall be deemed a violation of these Protective Covenants and may be enjoined as herein provided and/or as provided by the Ohio Planned Community Act.

(24) Drainage. No surface water, storm drainage, roof drains, or any source other than sanitary facilities of the dwelling erected on any Lots herein shall be attached to or allowed to drain into the sanitary sewer facilities serving the Lots in the subdivision.

(25) Variance. In any instances where plans and specifications are required to be submitted to and are approved by the Architectural Control Committee, if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, drive, or roadway, any such variance shall be deemed a violation of these restrictions.

(26) Enforcement and Remedies. Each Lot owner, by the acceptance of a deed of conveyance for a Lot in Huntington Hills, accepts the same and is subject to all restrictions, conditions, covenants, reservations, and easements and the jurisdiction, rights, and powers of Association created or reserved by these Protective Covenants; and all easements, rights, benefits, and privileges of every character hereby granted, created, or reserved and all impositions and obligations hereby imposed shall run with the land and bind every owner of any interest therein and inure to the benefit of such owner, in like manner as though the provisions of these Protective Covenants were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition or the breach of any covenant or provision herein contained shall give the Association the right to (a) enter upon the land upon which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the owner the costs of enforcement, including reasonable attorneys' fees and court costs, of said Lot or Lots, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Association or its agents shall not thereby be deemed guilty of any manner of trespass or (b) enjoin, abate, or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

(27) Mortgagee Rights. All restrictions, covenants, conditions, agreements, and other provisions herein contained shall be deemed subject

to and subordinate to all mortgages now or hereafter executed, encumbering any of the real property herein described; and none of said restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage. It is distinctly understood and agreed, however, that if any portion of said property is acquired in lieu of foreclosure or is sold under the foreclosure of any mortgage or under any judicial sale, any purchaser at such sale, his/her heirs, successors, or assigns shall hold any and all property so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements, and other provisions of these Protective Covenants.

(28) Waiver. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

(29) Occupancy Restriction. A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a Lot or remaining in or on the property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law, pursuant to the Ohio Sex Offenders Act, as may be amended and/or renamed from time to time, or similar statute from another jurisdiction. The Association shall not, however, be liable to any owner or occupant, or anyone visiting any owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

Exhibit "B"

Situated in the State of Ohio, County of Fairfield, Township of Violet, being lots Numbered One (1) through One Hundred Sixteen (116), inclusive in HUNTINGTON HILLS, as the same are shown in the plat records in the Recorder's Office, Fairfield County, Ohio, in Plat Book 10, Page 91.

Situated in the State of Ohio, County of Fairfield, Township of Violet, being lot Numbers One Hundred Seventeen (117) through One Hundred Fifty-two (152), both inclusive, in HUNTINGTON HILLS SECTION NO. TWO, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 11, Pages 23 and 24, Recorder's Office, Fairfield County, Ohio.

Situated in the State of Ohio, County of Fairfield, Township of Violet, being lots Numbers One Hundred Fifty-Three (153) through One Hundred Eighty-Three (183), both inclusive, in HUNTINGTON HILLS SECTION 3, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 11, Pages 82 and 83, Recorder's Office, Fairfield County, Ohio.

Situated in the State of Ohio, County of Fairfield, Township of Violet, being lots Numbered One Hundred Eighty-Four (184) through Two Hundred Twenty-Four (224), both inclusive, in HUNTINGTON HILLS SECTION 4, as the same are numbered in Plat Book 11, Pages 90, 91, and 92, Recorder's Office, Fairfield County, Ohio.

Situated in the State of Ohio, County of Fairfield, Township of Violet, being lots Numbered Two Hundred Twenty-Five (225) through Two Hundred Sixty-One (261), both inclusive, and Lots Numbered Two Hundred Sixty-Two A (262A), Two Hundred Sixty-Two B (262B), Two Hundred Sixty-Two C (262C), Two Hundred Sixty-Two D (262D), and Two Hundred Sixty-Two E (262E) in HUNTINGTON HILLS SECTION 5, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 11, Pages 99 and 100, Recorder's Office, Fairfield County, Ohio.

Situated in the State of Ohio, County of Fairfield, Township of Violet, being lots Numbered Two Hundred Sixty-Three (263) through Three Hundred Ninety (390), both inclusive, in HUNTINGTON HILLS SECTION 6, as the same are numbered

and delineated upon the recorded plat thereof, of record in Plat Cabinet 1, Slot 6, Recorder's Office, Fairfield County, Ohio.

Situated in the State of Ohio, County of Fairfield, Township of Violet, being lots Numbered Three Hundred Ninety-One (391) through Four Hundred Eleven (411), both inclusive, in HUNTINGTON HILLS SECTION 7, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Cabinet 1, Slot 14, Recorder's Office, Fairfield County, Ohio.

201600009908
KATMAN & CUSIMANO
STE 460
470 OLDE WORTHINGTON RD
COLUMBUS OH 43082



DocId:8099789

Tx:4073824

202300017015

FILED FOR RECORD IN
FAIRFIELD COUNTY, OH
LISA MCKENZIE, COUNTY RECORDER
10/31/2023 09:18 AM
DECLARATION 146.00

TRANSFER
NOT NECESSARY

OCT 31 2023

Carol L. Brown

County Auditor, Fairfield County, Ohio

AMENDMENTS TO THE

AMENDED AND CONSOLIDATED DECLARATION OF PROTECTIVE COVENANTS

FOR

HUNTINGTON HILLS CIVIC ASSOCIATION, INC. AND THE

BYLAWS OF HUNTINGTON HILLS CIVIC ASSOCIATION, INC.

PLEASE CROSS MARGINAL REFERENCE WITH THE AMENDED AND CONSOLIDATED DECLARATION OF PROTECTIVE COVENANTS FOR HUNTINGTON HILLS CIVIC ASSOCIATION, INC. RECORDED AT EXHIBIT "A" OF OR BOOK 1711, PAGE 4007 ET SEQ. AND THE BYLAWS OF HUNTINGTON HILLS CIVIC ASSOCIATION, INC. RECORDED AT OR BOOK 1572, PAGE 798 ET SEQ., OF THE FAIRFIELD COUNTY RECORDS.

AMENDMENTS TO THE
AMENDED AND CONSOLIDATED DECLARATION OF PROTECTIVE COVENANTS
FOR HUNTINGTON HILLS CIVIC ASSOCIATION, INC. AND THE BYLAWS OF
HUNTINGTON HILLS CIVIC ASSOCIATION, INC.

RECITALS

- A. The Amended and Consolidated Declaration of Protective Covenants for Huntington Hills Civic Association, Inc. (the "Declaration") was recorded at Fairfield County Records, Exhibit "A" of OR Book 1711, Page 4007 et seq., and the Bylaws of Huntington Hills Civic Association, Inc. (the "Bylaws"), were recorded at Fairfield County Records OR Book 1572, Page 798 et seq.
- B. The Huntington Hills Civic Association, Inc. (the "Association") is a corporation consisting of all Owners in Huntington Hills Civic Association and as such is the representative of all Owners.
- C. Ohio Revised Code Section 5312.05 authorizes amendments to the Declaration and Bylaws Article IX, Section One, as amended authorizes amendments to the Bylaws.
- D. A meeting, including any change, adjournment, or continuation of the meeting, of the Association's Owners was held on or about July 18, 2023, and, at that meeting and any adjournment, Owners representing at least 75 percent of the voting power of the Association executed, in person or by proxy, an instrument in writing setting forth specifically the matter to be modified (the "Amendments").
- E. Owners representing 75 percent of the Association's voting power have affirmatively consented to or voted in favor of Amendment A and signed powers of attorney authorizing the Association's officers to execute Amendment A on the Owners' behalf, as documented in the Association's records.
- F. Owners representing 80.39 percent of the Association's voting power have affirmatively consented to or voted in favor of Amendment D and signed powers of attorney authorizing the Association's officers to execute Amendment D on the Owners' behalf, as documented in the Association's records.
- G. The Association has complied with the proceedings necessary to amend the Declaration and Bylaws, as required by Chapter 5312 of the Ohio Revised Code and the Declaration and Bylaws, in all material respects.

AMENDMENTS

The Amended and Consolidated Declaration of Protective Covenants for Huntington Hills Civic Association, Inc., and the Bylaws of Huntington Hills Civic Association, Inc., are amended by the following:

AMENDMENT A

INSERT a new DECLARATION SECTION B(30) entitled, "Leasing of Lots." Said new addition to be added to the Declaration is:

(30) Leasing of Lots. To create a community of resident owners and to remain within mortgagee owner-occupancy limitations, no Lot, including the dwelling located on the Lot, can be leased, let, or rented, whether for monetary compensation or not, by an owner to others for business, speculative, investment, or any other purpose, subject to the following:

- (A) The above prohibition does not apply to:
 - (i) Lots that are occupied by the parent(s) or child(ren) of the owner; or,
 - (ii) Lots that are leased or rented to a third party by the owner of the Lot as of the date this amendment is recorded with the Fairfield County Recorder's Office, and which the owner has registered with the Association as a "leased Lot" (referred to as "Exempt Lots") within 90 days of the recording of this amendment; an Exempt Lot may continue to be leased until titled ownership of the Lot is transferred to a subsequent owner; upon the date of title transfer, the Lot is no longer an Exempt Lot and is no longer excepted from this lease prohibition; or,
 - (iii) Lots that meet a special situation and to avoid a practical difficulty or other undue hardship, each owner has the right to lease their Lot, including the dwelling, to a specified renter/tenant for a one-time period of no more than 24 consecutive calendar months, subject to the restrictions and requirements as identified in subsections (B), (C), (D), and (E) below (referred to as "Hardship Lots"). To exercise this right:

- (a) The owner must provide the Board with a written request for a one-time hardship exception and will not lease the Lot until the Board approves the request;
- (b) The owner may not be more than 60 days delinquent in payment of any assessment or other amount due to the Association. If the owner is more than 60 days past due in any payment, the Board will exercise the authority to collect the payments directly from the lessee, tenant, or renter, as outlined in Paragraph B(vi), below.

(B) Exempt Lots or Hardship Lots are subject to the following conditions and restrictions:

- (i) Lease terms must be for 12 full, consecutive calendar months;
- (ii) Leases must be provided to the Board at least 10 days prior to the commencement of the lease term;
- (iii) No Lot may be leased, let, or rented to any business or corporate entity for the purpose of corporate housing or similar use;
- (iv) No Lot, including the dwelling, may be sub-leased, sublet, or rented by a tenant;
- (v) No individual room, part, or sub-part of any dwelling may be leased, let, or rented;
- (vi) The Association has at all times a limited power-of-attorney from and on behalf of any owner who is more than 60 days past due in the payment of any Assessment or other amounts due to the Association. The limited power-of-attorney permits the Association to collect the lease or rent payments directly from the lessee, tenant, or renter until the amount owed to the Association is paid in full;

- (vii) The lessee, tenant, or renter must abide by the terms of this Declaration, the Protected Covenants, Bylaws, and rules and regulations;
 - (viii) When an owner leases their Lot, the owner relinquishes access to all amenity privileges, but continues to be responsible for all obligations of ownership of their Lot and is jointly and severally liable with the lessee, tenant, or renter to the Association for the conduct of the lessee, tenant, or renter and any damage to Association property;
 - (ix) In accordance with Ohio law, the Association may initiate eviction proceedings to evict any lessee, tenant, or renter for violation of this Declaration, Bylaws, rules, or applicable laws, by any occupant of the Lot or the owner of the Lot. The action will be brought by the Association, as the owner's agent, in the name of the owner. In addition to any procedures required by State law, the Association will give the owner at least 10 days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorneys' fees, will be assessed to the owner and the Lot's account and is a lien against that Lot.
- (C) Any land contract must be recorded with the Fairfield County Recorder's Office and a recorded copy of the land contract must be delivered to the Board within 30 days of the recording. Any land contract not meeting the requirements of this sub-section (C) is an impermissible lease. The buyer of a Lot on a land contract meeting the requirements of this sub-section (C) is considered the owner of the Lot for all purposes and obligations under this Declaration, the Bylaws, and the rules, except only and specifically to the extent otherwise provided in the land contract between the buyer and seller.
- (D) Whenever any Lot is owned by a corporation, partnership, trust, or other entity, the owner, through its officers or agents (i.e., president or chief executive officer, partner, or trustee), must designate in writing one particular person or family that is entitled to occupy the Lot. The designated person or family must be an employee of or have an ownership or legal interest (e.g., by being a named beneficiary of the trust), in the entity

owning the Lot. Only the designated person or family, its care-givers, co-habitants, and guests may use the Lot. To the extent permitted by law, this requirement is also intended to prevent the purchase and use of any Lot for corporate housing, or as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care, or treatment facility.

- (E) The Board may adopt and enforce rules and definitions in furtherance, but not in contradiction of the above provisions, including, rules to address and eliminate attempts to circumvent the meaning or intent of this Declaration Section B(30) and in furtherance of the preservation of the Huntington Hills Subdivision as an owner-occupied community and against the leasing of Lots for investment or other purposes. The Board has full power and authority to deny the occupancy of any Lot, including the dwelling, by any person or family if the Board, in its sole discretion, determines that the owner of the Lot is intending or seeking to circumvent the meaning, purpose, or intent of this Declaration Section (B)(30).

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the leasing of Lots, including the dwelling. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any contest or other legal challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT B

[Intentionally Left Blank - Amendment Proposal Did Not Pass]

AMENDMENT C

[Intentionally Left Blank - Amendment Proposal Did Not Pass]

AMENDMENT D

INSERT a new BYLAWS ARTICLE XII entitled, "Notices and Other Actions and Communications." Said new addition to be added to the Bylaws is :

Article XII. Notices and Other Actions and Communications

For all notices to be sent to the Association, the Board, or the owners, the following provisions apply:

SECTION ONE: Service of Notices on the Association and Board: All notices required or permitted by the Declaration, or Bylaws, to the Association or the Board, must be made in writing and sent either:

1. by regular U.S. mail, first-class postage prepaid, or
2. delivered in accordance with Section Three below, to the Board president, to any two other Directors, to the Association at the address of the property, to the Association's manager or management company, if any, the Association's statutory agent registered with the Ohio Secretary of State, or to any other address as the Board may designate by written notice to all owners.

SECTION TWO: Service of Notices on Owners: All notices required or permitted by the Declaration or Bylaws to any owner will be in writing and is deemed effectively given if it has been sent by one of the following methods:

1. personally delivered to the owner,
2. placed under or attached to the front or main entry door of the owner's Lot,
3. sent by regular U.S. mail, first-class postage prepaid, to the owner's Lot address or to another address the owner designates in writing to the Board, or
4. delivered in accordance with Section Three below.

If there is more than one person owning a single Lot, a notice given to any one of those several persons is deemed to have been given personally to all of the persons owning an interest in the Lot.

SECTION THREE: New Communication Technologies:

1. Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted or approved by the Board, as well as by Ohio and federal law, now or in the future, in addition to the methods described in Sections One and Two above, the following may be accomplished using electronic

mail or other transmission technology available at that time that is a generally accepted business practice:

- a. any notice required in the Declaration, or Bylaws to be sent or received,
- b. any signature, vote, consent, or approval required to be obtained, and
- c. any payment required to be made by the Declaration or Bylaws.

2. The use of electronic mail or other transmission technology is subject to the following:

- a. The Association may use electronic mail or other transmission technology to send any required notice only to owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other transmission technology. Any owner who has not given the Association written consent to use of electronic mail or other transmission technology will receive notices, including any notice of delinquency of any payment due, by either of the methods identified in Section Two, (1)-(3), above.
- b. For voting on matters, the Association may provide for voting by electronic mail or other electronic voting technology. However, voting for the election of Directors can be conducted by electronic mail or other electronic voting technology only to the extent, if any, as explicitly permitted and provided for in the Bylaws.
- c. An electronic mail or transmission technology to an owner is not considered delivered and effective if the Association's transmission to the owner fails two consecutive times, e.g., the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the owner becomes known to the person responsible for sending the transmission. If the electronic mail or transmission is not delivered or effective, the Association will deliver the notice or other communication to the owner by either of the methods identified in Section Two, (1)-(3), above.

DELETE BYLAWS ARTICLE II, SECTION FIVE, in its entirety. Said deletion to be taken from the Bylaws.

INSERT a new BYLAWS ARTICLE II, SECTION FIVE. Said new addition to be added to the Bylaws is:

SECTION FIVE: Depending on the conduct of the meeting, as determined by the Board in accordance with Bylaws Article V, Section Nine, as amended, voting will be conducted via one of the following methods:

1. Voting in Person or by Proxy. For meetings that are held in person and provide for physical attendance, members may vote in person or by proxy. The person appointed as proxy need not be a member of the Association. Each proxy will be executed in writing by the member entitled to vote and must be returned to the Association by regular mail, hand delivery, electronic mail, or other method of delivery provided for or permitted by the Board. Every proxy will automatically cease upon conveyance of the Lot by the member.
2. Voting by Mail and Electronic Voting Technology. For meetings that are held via Authorized Communications Equipment, voting will be conducted by mail, through the use of Electronic Voting Technology that is approved by the Board, or both. "Authorized Communications Equipment," as used in these Bylaws, means any communications equipment that is selected by the Board, in its sole discretion, that provides an electronic communication transmission, including but not limited to, by telephone, video conference, or any electronic means, from which it can be determined that the transmission was authorized by, and accurately reflects the intention and participation of the member. "Electronic Voting Technology" as used in these Bylaws, means an electronic voting system that accurately and securely records the voting member's intent to cast a ballot on a matter in the way identified by the member, and provides for the counting of electronic votes submitted, including by means of internet, application, web, virtual, or other electronic technology. All matters to be voted on at a meeting utilizing Authorized Communications Equipment must be sent to the members no later than the date the meeting notice is sent to the members in accordance with Bylaws Article V, Section Eight, as amended. Voting via mail or by use of Electronic Voting Technology is considered to be voting at the meeting, as if the member were physically present.

3. Voting in Person, by Proxy, by Mail, and by Electronic Voting Technology. For meetings that are held in person and provide for physical attendance, the Board may decide that voting will be conducted either in person or by proxy, as provided for in this Bylaws Article II, Section Five, Subparagraph (1) above, by mail or Electronic Voting Technology as provided for in this Bylaws Article II, Section Five, Subparagraph (2) above, or any combination of all voting methods permitted in this Bylaws Article II, Section Five.

Any ballots, regardless of method, received subsequent to the date and time the Board sets for ballots to be turned in will be held invalid. Any costs associated with voting, including mailing costs, printing, Authorized Communications Equipment and Electronic Voting Technology costs and subscriptions, are common expenses. The Board may adopt any additional regulations, procedures, or rules as may be necessary to effectuate the intent and purpose of this voting provision to provide for the use of the desired voting method.

INSERT a new PARAGRAPH to the end of BYLAWS ARTICLE V, SECTION FIVE. Said new addition to be added to the Bylaws is:

Ballots submitted via mail or by Electronic Voting Technology also will count that Lot towards the quorum. The Board of Directors may adopt procedures and guidelines to permit the Association to verify that the person attending, either in person or by Authorized Communications Equipment, is eligible to vote and to maintain a record of any vote.

DELETE BYLAWS ARTICLE V, SECTION EIGHT, in its entirety. Said deletion to be taken from the Bylaws.

INSERT a new BYLAWS ARTICLE V, SECTION EIGHT. Said new addition to be added to the Bylaws is:

SECTION EIGHT: Written notice of each meeting of the members will be given by, or at the direction of, the secretary or person authorized to call the meeting, delivered in accordance with Bylaws Article XII, as amended, at least fifteen days before the meeting, to each member entitled to vote at the meeting. In addition, the Association will give notice of the meeting by providing it through the Huntington Hills newsletter, presently known as "The Holler". The notice will specify the place, day and hour of the meeting, and in the case of a special meeting, the specific purposes of the meeting, and in the case of special meetings called by the members, the specific motion or motions (other than procedural) to be voted upon.

If the meeting is held via Authorized Communications Equipment, the meeting notice must include any pertinent information that is necessary to allow the member to participate at the meeting via the Authorized Communications Equipment.

INSERT a new BYLAWS ARTICLE V, SECTION NINE. Said new addition to be added to the Bylaws is:

SECTION NINE: Prior to the meeting notice being sent to the members in accordance with Bylaws Article V, Section Eight, as amended, the Board will determine whether the meeting will be conducted physically so that the members may attend in person, or by the use of Authorized Communications Equipment. If it is determined that the meeting will be held via Authorized Communications Equipment, the Board will decide if the members have the option to attend in person or via Authorized Communications Equipment or both.

If Authorized Communications Equipment is used, the persons utilizing the Authorized Communications Equipment must have the ability to communicate with the other participants to indicate their motion, vote, or statement, provided that the president, chair, or other person designated by the Board moderating the meeting, may silence or mute the Authorized Communications Equipment utilized to attend the meeting, unless the member is voting or has been recognized by the meeting chair or moderator to participate in the meeting. The meeting chair or moderator has the authority to decide and determine all procedural motions or other procedural matters to be decided at the meeting, including points of order and adjournment. The Board's purpose or reason for not conducting an in person meeting and instead having a meeting via Authorized Communications Equipment must be documented in the Board's meeting minutes.

INSERT a new BYLAWS ARTICLE V, SECTION TEN. Said new addition to be added to the Bylaws is:

SECTION TEN: Any action which may be authorized or taken at a meeting of the members, (except the election or removal of Directors which must happen at a meeting), may be authorized or taken without a meeting in accordance with the voting methods in Bylaws Article II, Section Five, as amended. The voting records will be maintained with the books of the Association.

DELETE BYLAWS ARTICLE VI, SECTION ONE, in its entirety. Said deletion to be taken from the Bylaws as recorded.

INSERT a new BYLAWS ARTICLE VI, SECTION ONE. Said new addition to be added to the Bylaws is:

SECTION ONE: If the Board appoints a nominating committee as permitted in BYLAWS ARTICLE VI, Section Two, the committee will consist of not less than 3 Association members in good standing.

DELETE BYLAWS ARTICLE VI, SECTION TWO, in its entirety. Said deletion to be taken from the Bylaws.

INSERT a new BYLAWS ARTICLE VI, SECTION TWO. Said new addition to be added to the Bylaws is:

SECTION TWO: Nominations for the election of Directors to be elected by the members will be made by a nominating committee appointed by the Board or if a committee is not appointed, the Board will serve as the nominating committee; there will be no nominations from the floor. The nominating committee, or the Board, will make as many nominations for election to the Board as it, in its discretion, determines, but no fewer than the number of vacancies that are to be filled and will verify that the nominees satisfy all qualification requirements of Bylaws Article II, Section Three. Any member may submit their name to the nominating committee, or the Board, as a candidate, and the nominating committee must nominate that member if that member satisfies all the qualifications to be a Director. If there are fewer nominees than vacancies, the nominating committee, or Board, must nominate additional member(s) to be elected prior to the ballots being sent to the members so that there are, at all times, a sufficient number of nominees to fill all Board vacancies that are up for election.

Prior to sending the meeting notice, the nominating committee, or Board, will establish deadlines for when a request for nominations is sent to all members and when receipt of nominations must be obtained. Nominations must be made and received within a reasonable time period prior to the notice of any meeting where Directors are to be elected is sent in accordance with Bylaws Article V, Section Eight, as amended, so that the voting information containing all the candidates' names and an informational sheet, within size limitations determined by the Board, containing their biographical information and affirming their candidacy, can be transmitted to the members no later than the sending of the meeting notice. The Board may adopt any additional regulations, procedures, or rules necessary to establish processes and deadlines in accordance with this nominations provision.

DELETE BYLAWS ARTICLE VI, SECTION THREE, in its entirety. Said deletion to be taken from the Bylaws.

INSERT a new BYLAWS ARTICLE VI, SECTION THREE. Said new addition to be added to the Bylaws is:

SECTION THREE: Unless there are no more nominees than vacancies, election to the Board by the members is by secret ballot, submitted either in person, by proxy, by mail, or by Electronic Voting Technology, as determined by the Board pursuant to Bylaws Article II, Section Five, as amended. The Association is not required to send ballots to the members via any method if there are an equal number of nominations as there are candidates, in which case the nominated candidates will automatically be elected to the Board of Directors at the election meeting.

Regardless of the voting method, the Board must adopt rules and safeguards to determine a method by which the secrecy of the ballots are maintained for those members while also maintaining the integrity of the voting process to ensure each member has only exercised their allotted vote once so that any other individuals can only identify that a Lot has voted, and not how a Lot has voted. The ballots, whether electronic or written, will list the number of open seats for Directors up for election and list the names of all of the nominated candidates.

If voting by mail, ballots must be submitted within dual envelopes. One of the two envelopes must contain the ballot itself, the "Ballot Envelope." The Ballot Envelope need not be signed. The second envelope must contain the Ballot Envelope and the ballot, the "Signature Envelope." The Signature Envelope must be signed by the member(s) voting and will be used as a record of receipt of the member's ballot as well as to determine quorum. If the Signature Envelope is not signed by the member(s), the ballot in the Ballot Envelope will not be counted.

For the election of Directors, the members, or their proxies, may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes will be elected. Unless the nominated candidates whom have received the largest number of votes agree otherwise, ties, including if there are an equal number of nominees as there are positions with different terms, will be determined by lot or flip of a coin by the chair or moderator of the meeting. Cumulative voting is not permitted.

The nominating committee, or if a nominating committee is not appointed, the Board itself (excluding any incumbent Directors who are running for re-election), is responsible for (i) confirming all nominated candidates meet the qualifications to serve as a Director, (ii) receiving and verifying any ballots that are cast in person or by mail, (iii) receiving and verifying any ballots cast using

Electronic Voting Technology, (iv) counting each ballot submitted through any voting method, and (v) verifying the results of the election by providing the ballots and results to the chair or moderator of the meeting.


The chair or moderator will announce the election results at the meeting to be reflected in the meeting minutes and the Board will ensure the election results are provided to all members within a reasonable time after the meeting.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment allowing the Association to use electronic communications to the extent permitted by Ohio and Federal law, establishing a method to use mail-in and electronic ballots for voting purposes, and permitting meetings to be conducted utilizing Authorized Communications Equipment. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

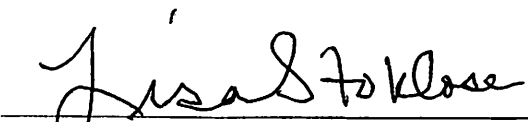
The Huntington Hills Civic Association, Inc. has caused the execution of this instrument this 17 day of OCTOBER, 2023.

HUNTINGTON HILLS CIVIC ASSOCIATION, INC.

By:


ADAM HERMANNNS, President

By:


LISA STOKLOSA, Secretary

STATE OF OHIO)
)
COUNTY OF Fairfield) SS

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

I have set my hand and official seal this 17 day of October, 2023.



NOTARY PUBLIC

Place notary stamp/seal here:



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