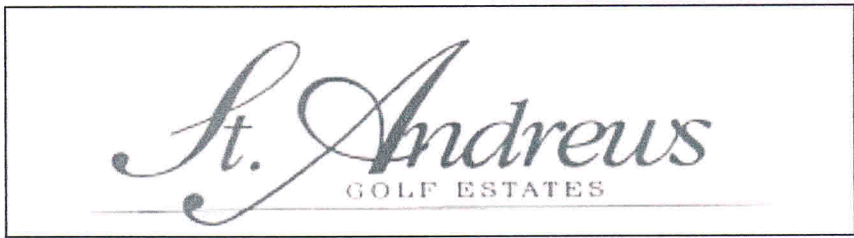


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Jamie Walters MISC
Stark County Recorder



DECLARATIONS AND BY-LAWS FOR A PLANNED COMMUNITY (Amended)

(Prior Instrument: 201710050042120)

For the benefit of each and every owner of lots herein, jointly, and severally, the lots in this allotment, and the ownership thereof, shall be subject to the following conditions, reservations, and restrictions which are hereby made covenants running with the land and shall be binding on each and every owner of lots herein, and the owner's heirs, successors, and assigns.

If any owner of any lot(s) herein shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person(s) or entity(ies) owning any other lot(s) herein to prosecute any proceedings at law or in equity against the person(s) or entity(ies) violating or attempting to violate any covenant(s) herein and either to prevent such person(s) or entity(ies) from so doing, or to recover damages for such violations.

- 1. All lots conveyed shall be used exclusively for single family residence purposes and only one structure shall be permitted on each lot.
- A. Single family dwellings shall meet the following requirements:
 - 1. **TYPE:** Single family dwellings may be one, two story, or split level in design.
 - a. A one story dwelling is a structure, the living area being the first floor space only, constructed with or without a basement and a space between the first floor ceiling and the roof of inadequate heights to permit its use as a dwelling space.

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

c. A split level dwelling is a structure, the living area of which is one, two, or more levels connected by stairways constructed with or without a basement.

2. **LIVING AREA:** The "Living Area" of any dwelling shall be not less than finished habitable area as set forth below. "Living Area: shall NOT INCLUDE garages, attics, basements, breezeways, utility rooms, patios, or any enclosed area not heated for year-round living.

a. Such floor area shall not be less than the following in "Square Feet":

1. One story with basement- 2,000 square feet.
2. Two story with basement- 2,200 square feet with a minimum of 1,000 square feet on the first floor.
3. Split level with basement- 2,100 square feet.

3. **INHABITANTS:** A single family shall be defined as the following: one couple married or unmarried with their child or children, natural or adopted, while such child or children is or are unmarried. Parents of the couple either married or widowed may also reside with the couple. Any diversion from the above described "family" must get approval from the HOA Board. No lot owner may permit a non-member of the family to occupy the premises, nor lease or rent to any person, tenant, guest, lessee, renter or other non-family member beyond the first level of consanguinity.

4. **MARKET VALUE:** The appraised fair market value of any dwelling erected or placed upon any part of the land herein conveyed shall not be less than \$150,000.00 including the value of the lot.

a. The value shall be based on cost of living index as of December, 1994, as determined by the U.S. Department of Labor and increased thereafter. The required minimum value shall likewise increase of such cost of living index. At no time, however, shall the minimum value as stated above be less than \$150,000.00 including the value of the lot.

5. **SIDE YARDS:** Each building shall have a side yard along each lot line. The least dimension of each side yard shall be not less than 10 feet for one (1) story house, and 12 feet for two (2) story houses. The side yard nearest the street on any corner lot shall have a width as designated on the recorded plat. No shrubbery shall be closer than allowed setback to the street on corner lots. When two or more lots are acquired and used as a single building site, the side lot line shall refer only to the lines bordering on the adjoining property owner.

6. No family dwelling may be constructed on less than one (1) of the original subdivision lots. No lot in this subdivision shall be subdivided or divided, unless or until the plat showing such proposed subdivision or division shall have been submitted to HOA Board and the written consent of said HOA Board to such subdivision or division has been obtained.

7. No fence or wall of any kind for any purpose shall be erected, placed, or suffered to remain on any lot. A fence may be erected for the purpose of protection of a private swimming pool, provided that such pool and fence is located in the rear of the lot and such fence shall meet the regulation of the City of Massillon, Ohio, be not more than (6) feet in height, and must have the approval of the HOA Board in writing for material, design, and locations. At the time of the acceptance (8/2016) of these amended restrictions no new above ground swimming pools will be permitted to be installed. The grandfathered above-ground pools owned by each of the current residents (8/2021) stated below will be permitted to replace their above-ground pool in kind with the size, footprint and location of their current above ground pool. Current above-ground pool addresses/homeowners (8/2021): 2245 Cyprus Dr. SE, B. and J. Wagner; 2045 Cyprus Dr. SE, S. and J. Truesdale; 2075 Cyprus Dr. SE, T. and P. Baechel; 2140 Cyprus Dr. SE, C. Smith.

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

9. No outdoor clothes drying area shall be allowed in the development.

10. No spirituous or fermented liquor shall be manufactured or sold, either at wholesale or retail, on any residential premises and no place of public entertainment or resort of any character shall be established, conducted, or suffered to remain on any residential properties.

11. Buyer is responsible for all lot erosion control and no unsightly growth such as weeds, underbrush, or the like shall be permitted to grow upon any lot and no refuse, pipe, or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. However, the natural wooded and ground cover conditions of portions of the lot may remain provided that they are aesthetically pleasing to the appearance of the development as a whole. In the event that any lot owner shall fail or refuse to keep his lot free of erosion run-off and weeds, underbrush, or refuse piles or any other unsightly growths or objects, the HOA Board and the other lot owners within the development shall have the right upon seven (7) days written notice to the offending lot owners, by certified mail, to remove or correct the same at the expense of the lot owner which expenses shall, by affidavit, be certified to the county as a lien against said lot. Entrance onto such owner's lot for such purpose shall be deemed irrevocably licensed or permitted hereby and not deemed a trespass.

12. All matters herein requiring the approval of the HOA Board by the terms of this instrument shall be submitted to the HOA Board at PO Box 1375 Massillon, OH, 44648, in writing, accompanied by such specification, detail, and other documents in duplicate as are reasonably required by it to make a proper decision. In order to ensure that the homes and other buildings will have a uniform high standard of construction, the HOA Board reserves the right to reject all such plans and specifications as aforesaid for any reasonable grounds, including aesthetic reasons. The HOA Board shall approve or disapprove such written submission or application for approval, in writing within ten (10) days after its receipt of the same. All plans submitted shall be drawn to 1/4" or 1/8" scale and include floor plans for all levels and 4 elevations. Plans shall indicate materials and colors intended to be used.

13. No garage shall be erected which is not connected to the main building. To meet the requirements that they are connected; the dwelling unit and garage shall have not less than one (1) common wall. No carports shall be located on the premises, nor attached to the garage or house. All garages must be of sufficient size to house two automobiles.

14. All foundations will have brick to grade on all sides of home and garage.

15. Lot owners who have not commenced building a home will be responsible for keeping grass and weeds cut on their lot. The HOA Board will cut grass and weeds and bill lot owner if the lot owner does not properly maintain their lot.

16. If home construction has not commenced within 12 months after lot is available to build on, lot owner will install sidewalk and pay for same. HOA Board may install sidewalk and bill lot owner if performance of this provision is not accomplished by lot owner.

17. No for sale signs or real estate signs on site will be permitted to include dollar amount of price of lot or home being advertised for sale.

II. The following shall be prohibited:

A. Drilling or operating oil or gas wells on land designated for single family lots.

B. Mining or extraction of any minerals including the removal or sand of gravel; provided, however, this restriction shall not prohibit the removal of any material in connection with development of the property for permitted uses by HOA Board, nor HOA Board's reservation within any area reserved for utility purpose, whether in the public and dedicated right of way, or lot utility easement areas, to install transmission lines for purposes of transportation of any oil, gas, or other constituent the extraction or removal of which is reserved herein.

C. The keeping, raising or harboring of domesticated dogs, domesticated cats, cattle, swine, fowl, livestock and horses; provided, however, that nothing in this restriction shall prohibit the keeping of household pets, except as stated above and further excepting the above provided they are not kept, bred, or maintained for commercial purposes, or kept in a manner so as to constitute a nuisance or disturbance.

D. Placing or parking of temporary structures, boats, campers, recreational vehicles (RV's), or trailers of any kind (travel, camping, motor homes, etc.) provided, however, that this restriction shall not prohibit trailers and temporary structures used in connection with the building of any owner's home. Any recreational trailer or boat may be kept, provided it is kept in the garage out of sight.

E. Temporary or permanent signs, billboards, or advertising devices of any kind except: signs not larger than six (6) square feet for offering homes for sale shall be permitted on the premises to be sold with the exception of the entrance sign.

F. Nuisance and noxious or offensive activities of any kind.

G. Satellite dishes greater than 18 inches in diameter or radio towers. Satellite dishes may not be easily visible from the street.

H. Any unlicensed and/or inoperable vehicle, regardless of value, located outside of the enclosed portion of the dwelling unit and garage.

I. At the time of the acceptance (8/2016) of these amended restrictions no new storage buildings accessory buildings, outbuildings, sheds, barns, dog houses, etc. will be permitted.

General Provisions:

A. All the lots and land in this subdivision are subject to all easements and right of ways of record and zoning ordinances. If an act is permitted, however, by local zoning, it does not mean that it is permissible in this subdivision. Nor does the fact that these restrictions do not prohibit an act assure compliance with the zoning code. The more restrictive of the two govern your conduct. Therefore, you must consult the zoning code, which changes from time to time, prior to proceeding with any regulated conduct. Violations of these restrictions may only be pursued by a lot owner or owners. The City cannot enforce them; however, either the City or a lot owner can request enforcement of the zoning code.

B. The HOA Board reserves the right for themselves to enter upon any lot for the purpose of carrying out and completing the development of the property, including but not limited to the completion of any filling, grading, or installation of drainage facilities. Entry onto said property for such purposes shall not be deemed a trespass, whether during development or thereafter.

C. The provisions herein shall run in favor of and shall be enforceable by any person, and their heirs and assigns of such person, who is or becomes an owner of any lot in this development as well as the HOA Board.

D. All the provisions of this instrument shall be deemed as covenants running with the land and not as conditions, and shall be binding on all owners of any part of this development and all persons claiming under them until January 1, 2020, and shall be automatically extended beyond the date for successive ten year periods unless an appropriate instrument signed by the majority of the then owners of the lots in this development has been recorded, agreeing to change said covenants in whole or in part.

E. Invalidity or unenforceability of any one or more of the provisions herein by judgment or court order shall in no manner affect any of the provisions hereof, and such other provisions shall remain in full force and effect.

F. In the event of a violation of any of the restrictions herein contained the HOA Board reserves unto themselves the right (but not the duty) to enforce said restrictions by appropriate legal action against any person or persons who violate or attempt to threaten to violate said restrictions; or to enter upon the property where such violation exists and summarily abate and remove at the expense of the owner thereof, any structure, use or condition that may be or exist thereon contrary to these restrictions. The

HOA Board shall not be deemed guilty of trespassing for such entry, abatement, or removal. Failure of the HOA Board to enforce any of the restrictions contained herein, shall in no event be construed to be in any manner a waiver or acquiescence in, or consent to a further or succeeding violation of these restrictions; however, the failure, refusal, or neglect of HOA Board to enforce said restrictions or to prevent violations thereof shall in no event make the HOA Board liable for such failure, refusal, or neglect to any third person or persons.

G. It is hereby expressly understood that the five (5) foot wide easement on the sides and rear of each lot and a ten (10) foot wide easement at the front of each lot which shall be used for installing, operating, maintaining, and servicing pole lines, cables, and conduits for the Ohio Edison Company, the Ohio Bell Telephone Company and Cable Vision franchise and other public utilities, shall be imposed, excepting however, the exterior boundaries of this allotment, in which case they shall be ten (10) feet in width. The character of the installation and structures which may be constructed, reconstructed, removed and maintained in, on and through these easements shall include all incidental appurtenances, such as guys, conduits, poles, anchors, transformers, sanitary sewers, storm inlets, storm sewers, grass-lines swales, manholes, water mains, gas lines, transmission lines, etc.

H. Buyers will have the lot landscaped within six (6) months after each buyer has taken possession of his home except homes occupied between May 1, and October 1, in which case the landscaping shall take place within 60 days after occupancy.

I. All driveways shall be paved with concrete within one year after home construction starts, but the cost of paving must be included in the original contract.

J. Exterior wall treatments shall be brick to grade on front, side, rear elevations and all chimneys.

K. All fireplaces and chimneys shall be constructed of masonry materials (except the fire boxes which can be a pre-assembled metal unit)

L. All of the restrictions above shall apply to all land within the platted area of this plat.

M. As used in this declaration and when required by context, each number (singular or plural) shall include numbers, and each gender (masculine, feminine, or neuter) shall include all genders.

N. The terms, covenants, conditions, and restrictions of this declaration shall create perpetual, mutual, and reciprocal benefits and servitudes upon the property, running with the land. The terms, covenants, conditions, and restrictions of this declaration shall be binding upon anyone having any right, title, or interest in a lot or any part thereof and shall insure to the benefit of the HOA Board, the association, and each owner.

O. The City of Massillon owns property in and surrounding this residential development. This property will be operated as a public golf course. Owners of lots hereby acknowledge they have been informed of this Golf Course operation and facilities. Buyer acknowledges that the use and peaceful possession of Buyer's lot will be affected by the development of the golf course. Specifically, golf course users may

traverse the periphery of the development in designated areas and at times they may trespass. Golf balls may, from time to time, land upon the Buyer's lot. Buyer acknowledges being informed of such interferences and agrees to accept the same without recourse as to the Developer or Seller. Buyer's use of the golf course shall be subject to all reasonable rules, restrictions and fees imposed by the operator of the golf course regarding course use and use of the associated facilities. These conditions as stated shall survive any transfer of ownership of the Golf Course by the City.

P. Buyer acknowledges that the M&B Operating Company operates and maintains existing oil and gas wells on the City's property in the golf course. The pipe lines may run through and in dedicated easements as shown on the plan. The building restrictions in relationship to these easements shall be as mandated and Buyer agrees to accept the same without recourse as to the HOA Board or Seller.

Q. All easements, setbacks, and side yard dimensions are those shown and stated on the plat.

R. Substantial duplication of existing or planned exterior characteristics of a residence on another lot shall not be permitted. All house plans including color schemes and site locations will be submitted to the HOA Board in duplicate for approval prior to any construction and obtaining of building permits.

S. All utility services to residence shall be installed underground.

ST. ANDREWS GOLF ESTATES HOMEOWNER'S ASSOCIATION

Homeowner's Association shall be established, and shall be responsible for the regulating and enforcement of the allotment guidelines and restrictions. All lot owners will be required to be a part of the Homeowner's Association. If there exists any open space areas, the Homeowner's Association shall be responsible for the maintenance and taxes. All the costs shall be equally divided among all Homeowners of lots.

ARTICLE I NAME

The name of the Association is St. Andrews Golf Estates Homeowners Association, hereinafter referred to as the "Association."

ARTICLE II DEFINITIONS

Section 1. "Association" shall mean and refer to St. Andrews Golf Estates Homeowners Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Lot" shall mean and refer to any numbered plot of land shown upon those areas of land shown on a St. Andrews Golf Estates Plan provided the same is included in the property described in Article II.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot located in St. Andrews Golf Estates. "Owner" does not include any person that has an interest in a lot solely as security for an obligation.

Section 5. "Restrictions" shall mean and refer to restrictions applicable to the properties recorded in the office of the Stark County Recorder's Office and contained in each deed of property located in St. Andrews Golf Estates. These include both Phase I and Phase II restrictions.

Section 6. "Member" shall mean a lot owner and/or any residents (as defined in the Restrictions) of the dwelling.

Section 7. "Members in Good Standing" shall mean any member who is paid current in the Association Treasurer's records of the payment of the annual maintenance assessment and who is not in serious violation of the Restrictions or the Association By-Laws.

Section 8. Unless specifically defined herein, all definitions for a Planned Community stated in Ohio Revised Code §5312.01 apply to these By-Laws.

ARTICLE III PURPOSE OF THE ASSOCIATION

The purpose of the Association shall be to ensure and enhance the integrity of the St. Andrews Golf Estates neighborhood through the maintenance and enforcement of the Association through restrictions and covenants, to encourage neighborhood communication and activity, and to establish and maintain communication and cooperation with government officials and businesses for the achievement of Association goals.

In addition to those duties specifically stated herein, the Association duties are set forth in Ohio Revised Code §5312.06.

ARTICLE IV MEMBERSHIP

All residents and residential property owners located within St. Andrews Golf Estates shall be Members of the Association. Each dwelling or lot owner shall be required to pay all dues assessed by the Association.

ARTICLE V
DUES AND SPECIAL ASSESSMENTS

OBLIGATION OF ASSESSMENT OF DUES. Each member, by acceptance of a deed for each member's lot, is deemed to covenant and agree to pay to the association, such assessments to be fixed, established and collected from time to time as hereinafter provided. The assessments shall be a charge on and a continuing lien on each lot of the owner responsible for the payment of such assessment. Each assessment shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due. Dues will be assessed during the month of February and are due within 30 days of notice.

ANNUAL DUES. The Board of Directors has the power to assess and collect annual dues not to be increased by more than 10 percent in any year without a majority vote of the members present at the annual meeting or by proxy. The Board also has the right to establish any and all fees related to special projects to be voted on by the membership.

COMMENCEMENT AND METHOD OF ASSESSMENT. The assessment fee shall commence upon the transfer of title to the lot prorated on the calendar year basis to the date of transfer. The Assessment shall be adjusted according the number of days remaining in the calendar year, and such assessments shall thereafter be on a full calendar year basis. The Board shall fix the amount of subsequent assessments at least thirty (30) days in advance of each annual assessment period. The due date for such assessment shall be established by the Board. Separate due dates may be established by the Board for partial annual assessments and special assessments, as long as made thirty (30) days in advance thereof. Written notice of the assessments shall be sent to each member. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments payable with respect to a specific lot have been paid.

EFFECT OF NON-PAYMENT OF ASSESSMENT. Any assessment not paid within thirty (30) days after the due date shall be deemed in default. Members may not waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas and facilities or abandonment of such owner's lot. A delinquent assessment shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per annum, and the Association shall have the right to prohibit the use of the common areas and facilities by members who are delinquent in the payment of their assessments. The Association may pursue collection of or a lien for delinquent assessments pursuant to Ohio Revised Code Chapter 5312 and any other available legal or equitable remedy. Such collection action may result in the additional assessment of collection costs, including but not limited to interest, court costs, filing fees, and reasonable attorney's fees.

LIEN FOR DELINQUENT ASSESSMENT. The lien for assessment shall be filed with the Stark County Recorder's Office against the lot pursuant to the Ohio Revised Code §5312.12. A sale or transfer of any lot shall not affect such lien. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE VI
VOTING RIGHTS

Each single family dwelling or lot designated for single family use shall be entitled to one vote provided such dwelling or lot owner is in good standing regarding all Association dues. Votes will be taken at annual meetings by members present on changes to any governing document by members in good standing for the decision of the general membership. Any member unable to participate in person at the annual meeting may submit one proxy vote. The proxy vote must be individually signed, dated and received by the Board President two (2) days prior to the Annual Meeting- by the end of the day. The proxy votes will be counted during each vote.

ARTICLE VII
BOARD OF DIRECTORS

Section 1. Board of Directors. Board of Directors will consist of no more than 7 members elected in staggered terms of three years each. To accomplish this, the 2023 Annual Meeting will elect three (3) board members having three (3) year terms, two (2) board members having two (2) year terms, and two (2) board members having one (1) year terms. The three (3) year term positions will be elected first, the two (2) year positions will be elected second, and the one (1) year term positions will be elected last. The 2024 Annual Meeting will elect two board members to three year terms to replace the two board members with expired one year terms. The 2025 Annual Meeting will elect two members to three year terms to replace the two board members with expired two year terms. Starting with the 2026 Annual Meeting board members will be elected to three year terms to replace board members with expired three year terms. Only one member per dwelling (lot owner) can be elected as a Board member. Board members shall be elected annually from among Members in Good Standing of the Association. Board election outcomes shall be determined by whomever receives the most votes in an election.

Section 2. Powers of Board of Directors. The Board shall manage all business affairs of the Association. The Board shall collect dues assessed, determine the policies, fiscal matters and in general assume responsibility of the guidance of the affairs of the Association. The Board of Directors shall have the power to (a) adopt and publish rules and regulations governing the use of common properties and facilities and the personal conduct of the members and their guests therein and thereupon and to establish penalties for the infraction thereof; (b) suspend any member's rights to use common properties for a period not to exceed thirty (30) days after notice of hearing for any infraction of published rules and regulations; and (c) exercise for the Association all powers, duties, and authorities vested in or delegated to the Association and not reserved to the membership by provisions of these by-laws, restrictions, or covenants.

Section 3. Quorum. The presence of the majority of the Board of Directors shall be necessary to any meeting to constitute a quorum for the transaction of business. The act of a majority of the Directors present at a meeting when a quorum is present shall be the act the Board of Directors unless otherwise required by these by-laws.

Section 4. Meetings. (a) The annual meeting of the Board of Directors shall be held within one quarter after the annual meeting of the membership and the time and place shall be announced at the annual membership meeting; (b) regular meetings of the Board of Directors shall not be held less than quarterly, shall be open to the general membership to observe, and shall be announced to Association members through social media, the Association website, email, or posted in a conspicuous place at least five (5) calendar days prior to the meeting; (c) special meetings of the Board of Directors shall be held when called by the President of the Association or by any three (3) Directors, and shall be open to the general membership to observe, and shall be announced in the same manner as regular meetings, except in the case of an emergency.

Section 5. Vacancies. Vacancies on the Board of Directors shall be filled by election by the remaining directors at the first meeting of the Board following the occurrence of such vacancy. Each person so elected to fill a vacancy shall remain a director until the next annual meeting of the membership or until a special meeting of the membership is called for the purpose of electing directors, whichever occurs first. Remaining directors shall have the power to fill vacancies in the Board even though their number shall constitute less than a quorum so long as those still remaining are present to vote.

Section 6. Removal. (a) Any director may be removed by the Board of Directors after a hearing whenever in the judgment of the Board the best interest of the Association will thereby be served. The vote required to remove any director shall be a majority of the directors and officers; (b) Any director may be removed by majority vote of the membership at any meeting of the membership after a hearing whenever the members determine it is in the best interests of the Association; (c) The director being considered for removal shall have the right to be present at the meeting at which such matters are considered; (d) Any director who fails to attend three (3) meeting or fails to remain in good standing during any calendar year is automatically terminated as a member of the Board of Directors unless and until the remaining directors vote to retain the director in question. Attendance of meetings requires personal presence at the meeting beginning with roll call and continuing through participation of discussion and decisions in the conduct of affairs of the Association.

Section 7. Delegation of Powers. For any reason deemed sufficient by the Board of Directors, the Board may delegate any power or duty of any officer or director, or collectively officers and directors, but no officers or director shall execute, acknowledge, or verify any instrument in more than one capacity.

ARTICLE VIII OFFICERS

Section 1. Officers. The officers of this Association shall be President, Vice-President, Secretary, and Treasurer, who shall at all times be among the members of the Board of Directors, and such other officers as the Board may from time to time resolve to create. Officers shall be elected annually from among members of the Board of Directors. Officer election outcomes shall be determined by whomever receives the most votes in an election.

Section 2. Resignation and Removal. Any officer may be removed from office with or without cause by the members by majority vote. Any officer may resign at any time giving written notice to the Board, the

President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 3. Vacancies. The vacancy of any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 4. President. The President shall (a) preside over all meetings of the Board of Directors at which they are present; (b) be a member ex officio of all committees except the nominating committee; (c) preside at all meetings of the membership at which they are present; and (d) perform all of the duties required of the office of the President by statute, the articles of incorporation, these by-laws or by resolution of the Board as well as such other duties as usually pertain to the office of the President.

Section 5. Vice-President. The Vice-President shall preside at all meetings of the Board and the membership in the absence of the President, and shall perform all of the duties required of the office of Vice-President by statute, the articles of incorporation, these by-laws, or by designation of the Board.

Section 6. Treasurer. The Treasurer shall (a) be custodian of all funds and securities of the Association and collect interest thereon; (b) keep records of accounts of the Association and report thereon at regular meeting of the Board; (c) make reports of accounts at all membership meetings and special reports upon request of the Board; (d) take steps that are necessary and proper to collect sums owing to the Association; (e) deposit all monies of the Association in the name of the Association in the banks selected and designated by the Board of Directors, subject to withdrawal for authorized purposes upon such signatures as the Board may authorize; (f) give bond or insurance in such amount and if so required by the Board, with the premium of such bond or insurance to be paid by the Association; (g) prepare and file such reports and returns as required by government agencies; (h) furnish a copy of any previously prepared financial report to any Association member in good standing upon specific written request and payment of one dollar (\$1.00) for each four pages or less so requested, plus postage if necessary; (i) securities and other valuable papers shall be placed in a safety deposit box designated by the Board, which box may be opened only upon signatures designated by the Board.

In the event a property management company is approved by the association, the property management company will perform duties listed above as the treasurer.

Section 7. Secretary. The Secretary shall (a) record the minutes of the meeting; (b) submit the minutes to the President for their approval; (c) submit the approved minutes at the next meeting of the Board; (d) have custody of the Association letterhead and seal; (e) give notice of all meetings as required by statute, the articles of incorporation, these by-laws, or by resolution and to take attendance at all meetings; (f) maintain all committee reports and Association records other than the financial records of the Association; (g) carry out all necessary correspondence for the Association; (h) furnish copies of any Association records in the Secretary's possession to any member in good standing upon specific written request therefore, and upon receipt of a fee on one dollar (\$1.00) per page; (i) perform such other duties as may be delegated to him or her by the Board of Directors.

ARTICLE IX COMMITTEES

The President shall appoint committees and members as necessary to handle business of the Association. Committee members shall be appointed from among members of the Association.

ARTICLE X MEETINGS

There shall be an annual meeting each year, and quarterly meetings as deemed necessary at a time and place called for by the President to conduct the business of the Association. Meetings will be conducted under the current edition of Roberts Rules of Order and all cases to which they apply and do not conflict with the specific provisions of the by-laws of the Association. The Annual meeting, date, time and place will be communicated to all residences by mail (and email, if possible) at least 15 days prior to the Annual Meeting. The communication will detail all business topics to be covered, method for proxy voting and all amendments to be voted on. The Board of Directors must finalize all proposed amendments prior to the communication.

If a guest speaker is present, the order of business may be altered by the President as necessary. A special meeting may be called at any time by written petition of at least ten percent (10%) of the current Members in Good Standing.

Members in Good Standing present at meetings shall constitute a quorum. Any measure may be approved by a majority of votes at a regular or special meeting unless otherwise specified by the Association by-laws. Minutes of all Board meetings shall be approved at the next regular meeting. Minutes of all meetings will be available upon request by any Member in Good Standing.

ARTICLE XI AMENDMENTS

Section 1. These By-Laws may be amended at any annual or special meeting of the members by a majority vote of Members in Good Standing present or proxy vote.

Section 2. If there is any conflict between applicable statute and these by-laws and restrictions, these specific by-laws and restrictions shall control.

ARTICLE XII
DISBURSEMENT OF FUNDS

Section 1. There will be no single expenditure exceeding three thousand dollars (\$3,000.00) without a majority vote of the Members in Good Standing.

Section 2. All expenditures of three thousand dollars (\$3,000.00) or less must be approved by a majority vote of the Board.

Section 3. The Association checking account shall require the signature of any combination of two officers, but three officers will be on the signature card. For purposes of the signature card and checking account, officers only include President, Vice-President, and Treasurer.

This instrument was prepared by Jill Creamer, President, St. Andrews Golf Estates Homeowner's Association.

Jill Creamer
Jill Creamer

STATE OF Ohio)
)
COUNTY OF Stark) ss:

The foregoing instrument was acknowledged before me this 22 day of October, 2022, by Jill Creamer as president of the St. Andrews Golf Estates Home Owners Association, on behalf of the association.



Beatrice J. Wykoff
Notary Public, State of Ohio
My Commission Expires
July 30, 2023

Beatrice J. Wykoff
Notary Public
My Commission Expires: July 30 2023