



# Apple Valley

Property Owners Association

## Declaration of Restrictive Covenants

By American Central Corporation - Hereinafter Called Developer

### Existing Property

The following Restrictive Covenants apply to these Knox County Subdivisions in Howard and Brown Townships:

**1. Every dwelling shall not have less than 800 sq. ft. of enclosed living space.**

- Orchard Hills
- Apple Valley
- Lakeview Heights
- Baldwin Heights
- Green Valley
- Valleywood Heights
- Highland Hills
- Floral Valley
- North Ridge Heights (Except those lots in Brown Township)

**2. Every dwelling shall not have less than 720 sq. ft. of enclosed ground floor space.**

- Grand Ridge Estates Plat 1
- Country Club Manor
- King Beach Terrace
- Hillside Manor

**3. Every dwelling shall have not less than 800 sq. ft. of enclosed gross ground floor space.**

- Grand Ridge Estates Plat 2
- Grand Ridge Estates Plat 3
- Harbor View
- Fairway Hills

**4. Every dwelling should not have less than 600 sq. ft. of enclosed ground floor living space and shall not be less than 12 ft. in width or depth, whichever is the smaller dimension of the subject dwelling. No mobile homes will be permitted on any residential lot in the Subdivision, whether as a residence or for any other use.**

- Grand Valley View

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### Witnesseth

WHEREAS, Developer is the land contract purchaser of real property described in Article II of this Declaration and desires to create thereon a residential community with permanent parks, playgrounds, open spaces, and other common facilities for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces, and other common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges, and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said

community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer shall cause to be incorporated under the laws of the State of Ohio, as a non-profit corporation, Apple Valley Property Owners Association, for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

# Governing Documents - Restrictive Covenants

## Article I - Definitions

**Section 1.** The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Apple Valley Property Owners Association.

(b) "The Properties" shall mean and refer to all such existing properties and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.

(c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.

(d) "Original Lot" shall mean and refer to any lot or plat of land shown upon any original recorded and subdivision map of The Properties after the same has been sold by the Developer, or its representatives or assigns, by land contract or by deed but shall not include Common Properties as heretofore defined or any lot that the Developer has sold in which the contract becomes in default by the purchaser and that the Developer or its assigns takes back for resale.

(e) "Owner" shall mean and refer to the equitable Owner whether one or more persons or entities holding any original lot situated upon the Properties whether such ownership be in fee simple title or as land contract vendee, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee except if the mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(f) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

## Article II - Property Subject to this Declaration: Additions thereto

### Section 1. Existing Property.

The real property which is, and shall be held, transferred, sold, conveyed, and

occupied, subject to this Declaration, is located in the Townships of Howard and Brown, Knox County, Ohio and is more particularly described as follows: (SEE Sec 2-1) all of which real property shall hereinafter be referred to as "Existing Property".

### Section 2. Additional Lands may become subject to this Declaration.

(a) The Developer, its successors and assigns, shall have the right to bring additional lands located in Knox County, Ohio, into the scheme of this Declaration. Such proposed additions, if made; shall become subject to assessment for their just share of Association expenses. The Common Properties within all such additions shall be devoted to the common use and enjoyment of all owners of properties which are subject to this Declaration. The Developer's rights to bring additional lands into the Declaration shall not be held to bind the Developer, its successors and assigns, to make the proposed additions or to adhere to the scheme in any subsequent development of the land described herein. The additions authorized under this and the succeeding subsections shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the Covenants and Restrictions of this Declaration to such property. Such Supplementary Declarations may contain such complimentary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify, or add to the Covenants established by this Declaration within the existing property.

(b) Other Additions. Upon approval in writing of Association pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions, as described in subsection (a) hereof.

(c) Mergers. Upon a merger or consolidation of the Association with another

association as provided in its Articles of Incorporation, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration with the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the Covenants established by this Declaration within the Existing Property except as hereinafter provided.

## Article III - Membership and Voting Rights in the Association

### Section 1. Membership

(a) Every person or entity who holds any equitable interest, including the Developer, in any lot or lots included within "The Properties" as herein defined, whether as land contract vend or fee holder being subject to these covenants, shall be a member of the Association provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

(b) Persons not holding an interest in any Lot in said Properties may become non-voting members of the Association under terms and conditions prescribed by the Board of Directors.

### Section 2. Voting Rights

The Association shall have one class of voting membership. Voting members shall be all those members who hold the interests required for Membership in Article III in Section 1(a) above. When more than one person holds such interest or interests in any lot in said Properties, all such persons shall be members and the vote for each such Lot shall be exercised as they among themselves determine. Each member shall be entitled to one vote for each lot that he owns or in which he owns in fee or in which he has an interest as a land contract purchaser.

# Governing Documents - Restrictive Covenants

## Article IV - Property Rights in the Common Properties

### Section 1. Members' Easements of Enjoyment.

Subject to the provisions of Article IV in Section 3, every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Original Lot.

### Section 2. Title to Common Properties.

The Developer shall retain the legal title to the Common Properties but not longer than such time as it has sold 90% of the lots in the Properties including all additions thereto and the aggregate of the outstanding balances of the sales prices therefore has been reduced to 80% thereof, but not later than fifteen (15) years from the date of the recording of this document, when Developer shall convey to the Association such Common Properties with all improvements thereon which conveyance and transfer said Association shall pay to Developer, for a period of ten (10) years after the date of such transfer, an annual payment equal to 20% of the gross assessments received by it under Article V, Section 3, during the fiscal year immediately preceding the date of transfer, and an amount similarly determined for each succeeding year on the annual anniversary of such date of payment thereafter until ten (10) such payments have been made. The acceptance of such transfer and the liability to make payment in consideration thereof as above specified is consented to by all members of the Association by the acceptance of a land contract or deed subsequent to the date of the recording hereof.

### Section 3. Extent of Members' Easements.

The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The Developer and the Association, in accordance with its Articles and By-laws, may borrow money for the purpose of improving the Common Properties and in aid thereof may mortgage said properties. The members' rights and easements in the Common Properties shall be subordinate to any

mortgage given by the Developer or Association as security for funds borrowed for said improvements. Any indebtedness which shall be created for the purpose of making improvements to the Common Properties shall be an obligation of the Association. In the event of a default upon any such mortgage, the lender or mortgagee shall only have the rights afforded under the mortgage or security agreement and under the laws of the State of Ohio including the right after taking possession of The Properties to charge admission and other fees as a condition to continued enjoyment by the members, and if necessary to open the enjoyment of such properties to a wider public. If the Properties return to the Association, all rights of the members hereunder shall be restored; and

(b) the rights of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and

(c) the rights of the Association, as provided in its Articles and By-laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties.

## Article V- Covenant for Maintenance Assessments

### Section 1. Creation of the Lien and Personal Obligations of Assessments.

The Developer, being the owner of all The Properties, hereby covenants and each subsequent owner by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or conveyance, be deemed to covenant and agree to pay to the Association:

- (1) Annual assessments or charges;
- (2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided.

The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the

property against which each assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

### Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties situated upon the Properties, including, but not limited to, the payment of taxes and insurance thereon and repair replacement and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

### Section 3. Basis and Amount of Annual Assessments.

The annual assessment shall be \$50.00 for each Original Lot; provided however, that when two or more Original Lots in the same plat or subdivision are owned by the same Owner, such annual assessment shall be \$50.00 for the first of such Original Lots and \$20.00 for each such additional Original Lot ("Additional Original Lot").

The annual assessment to be made on April 1, 1979 and on April 1 of each successive year (the date of each such annual assessment herein referred to as "Assessment Date") shall be adjusted in proportion to the increase or decrease in the Consumer Price Index for all Items, United States, all City Average as published by the Bureau of Labor Statistics, United States Department of Labor ("Index"). The annual assessment to be made on an Assessment Date for each Additional Original Lot purchased on or before April 1, 1978 shall equal (i) \$20.00 multiplied by (ii) a fraction, the numerator of which shall equal the average monthly index for the calendar year immediately preceding the Assessment Date, and the denominator of which shall equal the average monthly Index



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for calendar year 1976 ("Fraction"). The annual assessment to be made on Assessment Date for each other Original Lot, including each Additional Original Lot purchased after April 1, 1978, shall equal (i) \$50.00 multiplied by (ii) the Fraction.

From all such assessments, the Association shall pay for the cost of maintenance of parks, equipment, general upkeep of the Apple Valley area, management, and operation thereof.

## **Section 4. Special Assessments for Capital Improvements**

In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year on each Original Lot sold by the Developer, its representatives, or assigns, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided any such assessment shall have the affirmative of two-thirds (2/3) of the votes of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

## **Section 5. Change in Basis and Maximum of Annual Assessments.**

Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 2, hereof.

## **Section 6. Quorum for Any Action Authorized under Sections 4 and 5.**

The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members or of proxies, entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement as set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

## **Section 7. Date of Commencement of Annual Assessments.**

Due Dates. The Annual assessments provided for herein shall commence on the first day of April, 1971. The Assessment for each succeeding year shall become due and payable on the first day of April of each year. No adjustments or prorations of assessments shall be made by the Association. For purposes of levying the assessment, assessments shall be considered as paid in advance and shall be levied against any Original Lot which is subject to this Declaration or Supplementary Declarations. The due date of any special assessment under Section 4 hereof shall be fixed in the Resolution authorizing such assessment.

## **Section 8. Duties of the Board of Directors.**

The management, affairs and policies of the Association shall be vested in the Board of Directors each of whom must be a member of the Association in good standing. The number of Directors shall be not more than eighteen and not less than six. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Association and shall be open to inspection to any owner.

Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

## **Section 9. Effect of Non-Payment of Assessments.**

The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then thereon and cost of collection thereof as hereinafter provided, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives, and assigns. The personal obligation of the then Owner to pay such assessment, however,

shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, a penalty fee not to exceed \$2.00 shall be added thereto and from that date interest at the rate of six percent (6%) per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent fee, and interest and the cost of preparing and filing Complaint in such action and in the event that Judgment shall include interest on the total amount as above provided and reasonable attorney's fee to be fixed by the court together with the costs of the action.

## **Section 10. Subordination of the Lien to Mortgages.**

The line of the assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such

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sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

## Section 11. Exempt Property

The following property subject to this declaration shall be exempted from the assessments, charge and lien created herein:

- (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) all Common Properties as defined in Article 1, Section 1 hereof;
- (c) all properties exempted from taxation by the laws of the State of Ohio upon the terms and to the extent of such legal exemption;
- (d) all properties owned by the Developer, its successors and assigns, and held by them or any of them for sale or resale, including any lots which may have been reacquired by the Developer.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

## Article VI - Architectural Control Committee

### Section 1. Review by Committee.

No building, fence, wall, or other structure shall be commenced, erected, or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration, or change has been commenced prior to the completion thereof, approval will not be required and this Article will be

deemed to have been fully complied with.

## Article VII - Building and Use Limitations

### Section 1.

All lots not otherwise specifically designated upon a recorded plat or recorded Declaration by Developer shall be used for residential purposes only, and no business, commercial, or manufacturing enterprise shall be conducted on said premises. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single family dwelling not exceeding two and one-half stories in height, and one private garage or boathouse, or combination garage and boathouse for family automobiles and boats, in keeping with the dwelling so erected.

### Section 2.

No trailer or similar type structure, basement, tent, shack, garage, barn, or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character or any building in the process of construction, be used as a residence.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

No "For Sale" sign or advertising device of any kind shall be erected on any lot except on a new residence previously unoccupied which is offered by the developer or builder. Entrance upon any lot for removal of such violation shall not be regarded as trespass.

The outside finishing of all buildings must be completed within one (1) year after construction has started, and no asphalt shingles, imitation brick, building paper, insulation board or sheathing, or similar non-exterior materials shall be used for the exterior finish of any such

building; exterior finish shall be wood, asbestos shingles, siding, logs, brick, stone, or concrete.

Every dwelling house shall have not less than the enclosed gross ground floor living space, exclusive of porches, breezeways, carports, patios, pool areas, garages, and other accessory uses, as identified for Existing Property (SEE Sec 2-1).

### Section 3. Building Location.

No building shall be located on any property nearer than 25 feet to the front property line or nearer than 20 feet on any side street line. No building shall be located nearer than 10 percent of the width of the property on which such building is to be placed to any sideline, except that a three foot minimum side yard shall be permitted for a garage or other permitted accessory building which is located toward the rear of the property. 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 to encroach upon adjoining property.

### Section 4.

Easements are reserved along and within eight feet of the rear line and sidelines of all original lots in the subdivision for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, telephones and other public and quasi-public utilities and drainage and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines with right of ingress to and egress from and across said premises to employees of said utilities. Said easement to also extend along any owner's side and rear property lines in cases of fractional lots. The person owning more than one lot may build on any such lot line and the easement shall be inoperative as to said line provided that such building shall be placed thereon prior to the instigation of use of this easement for one of the foregoing purposes.

*For information on marrying lots for building purposes, please see Section 6— Architectural Control under Rules and Regulation.*

# Governing Documents - Restrictive Covenants

It shall not be considered a violation of the provision of easement if wires or cables carried by such pole lines pass over some portion of said properties not within the five foot wide easement as long as such lines do not hinder the construction of buildings on the property.

Each residence shall be provided with and maintain only inside sanitary toilets with sewer hookup or septic tanks and drain fields or dry well installations meeting the requirements of the Ohio State Board of Health.

Any owner of real property in said plat of (SEE Sec 2-1) shall have the right to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any covenant contained herein, either to prevent him or them from doing so or to recover damages or other dues for such violations. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

The foregoing Building and Use Limitations shall not apply to the Common Properties.

## Article VIII- Miscellaneous

### Section 1. Duration.

The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of

and be enforceable by The Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods, of ten (10) years unless an instrument signed by the then owners of two-thirds of the lots, subject to this Declaration, including all lots if any still owned by the Developer or its successors or assigns, has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance any action taken.

### Section 2. Notices.

Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

### Section 3. Enforcement.

Enforcement of these covenants and restrictions shall be by any proceeding

at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

### Section 4. Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

AMERICAN CENTRAL CORPORATION  
- a Michigan Corporation

## References

***The Restrictive Covenants, as presented herein, are common among the Subdivisions. Specific Article Sections may vary depending on the dates when they were originally recorded, as well as when Supplementary and Amended Declarations were recorded. More extensive additions or changes may be called Supplements. As you will notice to the right, Restrictive Covenants are bound in Volumes, by page numbers.***

***In addition, Restrictive Covenants must be in compliance with Howard and Brown Township Zoning Ordinances.***

AVPOA Restrictive Covenant Postings, by subdivision, in Knox County Recorder's Office:

Orchard Hills.....	Vol. 298, pp. 57-66
Apple Valley.....	Vol. 298, pp. 252-261
Lakeview Heights.....	Vol. 298, pp. 262-271
Baldwin Heights.....	Vol. 299, pp. 619-628
Green Valley.....	Vol. 300, pp. 57-66
Valleywood Heights.....	Vol. 300, pp. 733-742
Highland Hills.....	Vol. 301, pp. 763-772
North Ridge Heights.....	Vol. 303, pp. 258-267
Country Club Manor.....	Vol. 303, pp. 425-434
King Beach Terrace.....	Vol. 305, pp. 68-77
Grand Ridge Estates Plat 1.....	Vol. 305, pp. 781-790
Floral Valley.....	Vol. 306, pp. 228-237
Grand Valley View.....	Vol. 311, pp. 678-687
Hillside Manor.....	Vol. 320, pp. 803-812
Harbor View.....	Vol. 341, pp. 317-326
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# Apple Valley

Property Owners Association

## Bylaws

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APV's..... Article 17.15 - 17.15.8

Ballot Per Lot..... Article 9.4.4

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Cider Press..... Article 12.3

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# Governing Documents - Bylaws

## Article 1 - Definitions

The following terms used in these Bylaws are defined as follows:

- 1.1. "ACC" means the Architectural Control Committee.
- 1.2. "Association" means the Apple Valley Property Owners Association, a non-profit corporation, composed of owners of properties at Apple Valley.
- 1.3. "Board" means the Board of Directors of the Association.
- 1.4. "Boathouse" means an unattached structure used for storage of boats and miscellaneous items.
- 1.5. "Bylaws" means the Bylaws of the Association.
- 1.6. "Common Properties" means and refers to the lake and those areas of land shown on any recorded subdivision plat (including any building(s) or other facilities and improvements thereon, and including any so designated properties subsequently acquired by the Association) and intended to be devoted to the common use and benefit of the owners of the properties.
- 1.7. "Family Unit" shall be defined as an individual or married couple\* who hold title to a lot, and any dependent children of each who currently qualify as IRS income tax exemptions or are legal wards of, and currently reside with, such title holder.

AVPOA recognizes a married couple by proof of a marriage license issued from any government entity. Property owners with different last names may be required to provide a marriage license for proof of membership privileges.

1.8. *Gender References*: All references to the masculine gender shall be deemed to include the feminine gender.

1.9. "Lot" means any parcel within Apple Valley as shown by lot number or tract number on maps recorded in the Knox County Recorder's Office.

1.10. "Member" shall mean all those owners who are members of the Association as provided in Articles 3.2 and 3.3 of these Bylaws.

1.11. "Owner" means any person who acquires title to any lot or purchases un-

der installment sales agreements and/or land contract entitling use and occupancy of such lot. A married couple shall be considered only one owner.

1.12. "Regulations" means the rules and regulations adopted and published by the Board.

1.13. "Restrictive Covenants" means the Declaration of Restrictive Covenants imposed on Apple Valley, as recorded in the Knox County Recorder's Office, as amended from time to time, and applicable as restrictions upon title to all properties within Apple Valley.

1.14. "All Purpose Vehicle (APV)" means any self-propelled vehicle designed primarily for cross-country travel on land and water, or on more than one type of terrain, and steered by wheels or caterpillar treads, or any combination thereof, including vehicles that operate on a cushion of air, vehicles commonly known as all-terrain vehicles, all-season vehicles, mini-bikes, and trail bikes, but excluding any self-propelled vehicle not principally used for purposes of personal transportation, any vehicle principally used in playing golf, any motor vehicle or aircraft required to be registered under Chapter 4503. or 4561. of the Revised Code, and any vehicle excepted from definition as a motor vehicle by division (B) of section 4501.01 of the Ohio Revised Code.

1.15. "Immediate Family" shall be defined as a person related to another person within the first degree by consanguinity (blood) or affinity (marriage) - spouse, father, mother, son, daughter, father-in-law, mother-in-law, son-in-law, etc. - or household member, as it applies to Bylaws Article 9.10, Conflict of Interest.

## Article 2 - Association Purpose

The following terms used in these Bylaws

2.1. It adopts rules and regulations in the best interest of the Association and its members.

2.2. It owns, builds, administers, and maintains common properties.

2.3. It administers and enforces the covenants and restrictions contained in the Declaration of Restrictive Covenants and in these Bylaws.

2.4. It collects and disburses assessments and charges as permitted by the Declaration of Restrictive Covenants and these Bylaws.

2.5. It does all things necessary and incidental, as permitted by law and under the Articles of Incorporation, to promote the common benefit of property owners in Apple Valley.

## Article 3 - Membership, Use of Common Properties, and Suspension of Privileges

3.1. *Classes of Membership*. There shall be the following classes of membership: Voting Member, Member; Associate Member; Honorary Member; and Temporary Member.

3.2. *Voting Member* shall be the one member from each lot who is eligible to vote as defined in Article 5.6 of these Bylaws, and shall have the right to notice of any regular or special meeting of members.

3.3. *Members* shall include every person or entity who holds an interest as land contract purchaser or title holder in any lot or lots included within the "Properties" as defined in the Restrictive Covenants, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

3.4. *Associate Member*. If not otherwise a member, each of the following shall be entitled to Associate Membership in the Association: members of the family unit of a Member or Honorary Member, and a lessee or tenant under a written lease of over six months duration. The privileges and duties of Associate Members shall be the same as those of Members, unless changed by resolution of the Board. Because Apple Valley is a single family residential community, the Association will recognize only one lease to a single family. Leases will not be recognized for Associate membership privileges if the subject lot does not contain a single family dwelling.

3.5. *Honorary Member*. If not otherwise a member, the following may be entitled to Honorary Membership in the Association pursuant to duly adopted resolution by the Board: persons whose services



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contribute directly to the Association, or who may be adversely affected or inconvenienced because of regulations and/or activities of the Association or its members.

The privileges and duties of Honorary Members shall be established from time to time by resolution by the Board, and need not be the same as those of Members.

**3.6. Temporary Member.** Invited guests are considered Temporary Members while accompanied by a Member or Associate Member in good standing. Lessees or tenants of properties or lots, with leases of two to six months duration, that are limited by the Restrictive Covenants to single family dwellings, shall be considered a Temporary Member. The privileges and duties of Temporary Members shall be established from time to time by resolution of the Board and need not be the same as those of members.

**3.7. Membership Use of Common Properties and Facilities.** As provided in the Restrictive Covenants, every Association Family Unit as defined above, is entitled to a right and easement of enjoyment in and to the Common Properties. This right and easement applies to Family Units in good standing subject to the rules, regulations, and any reasonable admission and/or usage fees established by the Board.

If the lot is owned by a corporation, the corporation shall designate one person as the corporate owner. The privilege of using Common Properties will be given to the corporate owner's Family Unit.

As of July 1, 1997, there shall be no more than one Family Unit per lot allowed to use Common Properties. This does not affect lots that are duly recorded with multiple ownership prior to July 1, 1997. This does not prevent a person from putting multiple owners on a deed, but only restricts the use of the Common Properties.

The Association will recognize the Family Units of the first four co-owners listed on the deed prior to July 1, 1997 for purposes of membership and use of Common Properties. Each such co-owner, other than the co-owner liable for payment of the full assessment, who wishes to use the Association Common Properties will be required to pay an

annual co-owner User Fee, per Family Unit in an amount set forth annually by the Board.

**3.8. Suspension of Membership Privileges.** Membership privileges, including any voting privileges or right to use the common properties, may be suspended under the following terms and conditions:

**3.8.1.** Membership shall automatically be suspended where annual or special assessments (including any fines or penalties assessed under Article V of the Restrictive Covenants) are delinquent for more than thirty days, unless the suspension is stayed by action of the Board in its sole discretion due to member hardship. The membership shall be reinstated upon payment of delinquent assessments, fines, and penalties.

**3.8.2.** Membership may also be suspended by action of the Board for violation of the Restrictive Covenants, the Bylaws, or the published Rules and Regulations of the Association, or for misuse of common properties. Each such suspension may be for a period not to exceed thirty days.

**3.8.3.** The name, address, lot number, cause of suspension, and effective date of the suspension of the suspended member(s) may be publicly posted at the discretion of the Board. In all cases, the decision of the Board shall be final and binding.

**3.9. Fines, Penalties, Interest, and Other Charges.** The Association, through its Board, may assess monetary fines, penalties, interest or other charges, as well as impose restrictions, against property owners for failure to comply with the Restrictive Covenants, Bylaws, or Rules and Regulations promulgated, over time, by the Board.

**3.9.1.** The owner, his heirs, devisees, personal representatives, or assigns are obligated to pay the fine, penalty, interest or other charge when due and comply with the Restrictive Covenants as noted.

**3.9.2.** Any property owner may submit a written appeal contesting a fine, penalty, charge, or restriction to the Association General Manager. Failure to appeal within 30 days of the certified delivery

date constitutes a property owner's waiver of any objections to the obligation imposed. The Board shall establish and maintain a procedure for handling all written appeals submitted.

**3.9.3.** Any such fine, penalty, or charge that becomes delinquent, shall become, or be added to, a continuing lien on the property (including the annual assessment). If any lot is sold, any imposed assessment will automatically pass to the successor who assumes the title. Nothing in these Bylaws shall be construed to limit the Association's legal remedies to the owner's lot or the Association's lien on said lot in that all charges remain the personal obligation of the owner(s) of said lot.

**3.9.4.** Any attorneys fees incurred by the Association in enforcing the Restrictive Covenants, Bylaws, or Rules and Regulations, or collecting or attempting to collect upon any obligation to the Association shall be paid by the Owner or Member not in compliance.

## Article 4 - Evidence of Membership and Transfer

**4.1. Membership Certificate.** Certificates of membership in the Association may be issued to Members, Associate Members, and Honorary Members. Such certificates shall be in such form as is authorized by the Board. The certificates shall indicate whether the holder is a Member, an Associate Member, or Honorary Member, and if appropriate, the member's lot number. Records shall be maintained at the office of the Association of the names of members, associate members and honorary members which records shall also indicate the class and date of membership.

**4.2. Transfer.** When a member ceases to be a property owner, such person's membership and those associate members existing through relationships to such person shall cease. Such person shall remain liable for all association charges incurred prior to the giving of written notice to the Association that such person is no longer a property owner. It is the transferring owner's obligation to provide the transferee with a copy of the Apple Valley Restrictive Covenants and a copy of these Bylaws.

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## Article 5 - Meetings of Members

**5.1. Place of Meeting.** All meetings of the members of the Association shall be held in the State of Ohio at such time and place as the Board shall determine.

**5.2. Annual Meeting.** The Annual Meeting of the Association shall be held in June of each year.

**5.3. Special Meetings.** Special meetings of the Association may be called by the Board or the President, and shall be called by the President whenever requested in writing by 600 or more voting members in good standing. Such request shall clearly state the purpose for which the special meeting is to be called.

**5.4. Notice of Meetings of the Association.** Not less than ten nor more than forty days written notice of meetings shall be given by mail to each member entitled to vote at such meeting. Such a notice shall include the date, time, and location of the meeting. Where more than one person owns an interest in a lot, notice given to the first person listed on the deed, unless another person is agreed to by all co-owners, shall be conclusively presumed to have been given to all other co-owners. The notice shall be deemed to be delivered when deposited to the U.S. Mail, first class, postage prepaid, addressed to member's last known address as recorded with the Association. The notice shall set out in reasonable detail the business to be brought before the meeting. Each meeting shall be limited to the items set out in the notice in order that those casting absentee ballots may be permitted to express their desires. Members present may make suggestions covering items which they feel should be brought before the membership. If any such suggestions are approved by proper resolution of those members present, it shall be the duty of the Secretary to present such resolution to the members for consideration and action at the next regular or special membership meeting. Further, it shall be the duty of the Secretary to include with the notice of any regular or special membership meetings such suggestions or requests as may be properly presented in writing and endorsed by 250 or more voting members in good standing, providing such requests are received at least sixty

days prior to the meeting date.

**5.5. Quorum.** The presence of 250 Voting Members, either in person or by absentee ballot, shall constitute a quorum for the transaction of business. When the subjects of special assessments for capital improvements and change in basis and/or assessments are considered, the quorum and notice requirements shall be as stated in Article V of the Restrictive Covenants. If for any reason a meeting shall not be held on the date designated, such meeting may be rescheduled. The notice of such rescheduled meeting shall be given not less than ten days nor more than forty days prior to the date of the rescheduled meeting.

**5.6. Voting.** One vote shall be allocated to the owner or owners of each lot. When a lot is owned by more than one member, the one vote allotted to such lot shall be cast as all members owning an interest in such lot shall agree. The Association may conclusively rely on the representation of one co-owner that he or she has the authority to cast the vote without requiring formal proxies from the other co-owners. If any dispute between co-owners as to how their lot's one vote shall be cast is made known to the meeting, no vote shall be counted for such lot. Voting at membership meetings shall be by majority of the votes present as represented by persons and absentee ballots, unless a greater proportion is required by law or by the Restrictive Covenants.

**5.7.** The order of business at the annual meeting shall be as follows: Roll Call; Reading of the minutes of the previous meeting; Reports of the Officers; Reports of the Committees; Unfinished business; New business; and Election of Directors. Robert's Rules of Orders shall be followed.

**5.8.** Members will cast their votes by absentee ballot only.

**5.9.** A member must be in good standing in order to participate in membership voting.

**5.10.** It shall be the duty of the Board to prepare a list of the members entitled to vote at each meeting. All members voting, whether by absentee ballot or in person, shall be checked against this list, either by the Secretary, or by some individual designated by the Board.

## Article 6 - Annual Assessments

**6.1.** Each owner of property shall pay assessments to the Association as required by Article V of the Restrictive Covenants.

**6.2.** Assessments levied by the Association shall be used for the improvement and maintenance of common properties; and to promote the recreation, health, safety and welfare of the property owners of Apple Valley.

**6.3.** Annual assessments shall be levied pursuant to Article V of the Restrictive Covenants as amended.

**6.4.** Annual assessments shall be paid in advance and shall be due on April first of each year. No adjustment or prorations of assessments shall be made by the Association.

**6.5.** The Board shall prepare a roster of the properties and applicable assessments at least thirty days in advance of the assessment due date. The assessment roster shall be kept in the office of the Association and shall be open for inspection by any owner.

**6.6.** If any assessment is not paid when due, such assessment, including the cost of collecting thereof, shall become a continuing lien on the property. This lien shall bind the property in the hands of the then owner, his heirs, devisees, personal representatives, and assigns in accordance with Article V, Section 9 of the Restrictive Covenants. If the assessment is not paid within thirty days after the due date, penalty fees, interest, costs, and reasonable attorney's fees authorized pursuant to Article V, Section 9 of the Restrictive Covenants shall be added to the delinquent assessment.

**6.7.** The lien for delinquent assessments provided for herein shall be subordinated to the lien of any mortgage or mortgages now or hereafter placed upon the properties pursuant to Article V, Section 10 of the Restrictive Covenants.

**6.8. Exempt property.** The following property subject to the Restrictive Covenants shall be exempt from the assessments, charges and liens created therein:

**6.8.1.** All properties to the extent of any easement or other interest therein ded-

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icated and accepted by a local public authority and devoted to public use;

**6.8.2.** All Common Properties as defined in Article 1.6 of these Bylaws;

**6.8.3.** All properties exempted from taxation by the laws of the State of Ohio upon the terms and to the extent of such legal exemption;

**6.8.4.** All properties owned by the Developer, its assigns and successors, and held by them or any of them for sale or resale, including any lots which may have been reacquired by the Developer.

**6.8.5** Notwithstanding any provision herein, no land or improvements devoted to dwelling use shall be exempt from assessments, charges, or liens.

## Article 7 - Special Assessments

**7.1.** The policy of the Association is that special assessments are generally undesirable and shall be levied only in an emergency or under extraordinary circumstances.

**7.2.** Special assessments shall be levied only upon the recommendation of the Board and with the consent of voting members pursuant to Article V, Section 4 of the Restrictive Covenants.

**7.3.** The due date of any special assessment shall be fixed in the Resolution authorizing such assessment. Special assessments not paid within thirty days after the due date shall be collected pursuant to Article V, Section 9 of the Restrictive Covenants.

## Article 8 - Finance

**8.1.** The fiscal year of the Association shall begin on the first day of January each year, unless changed by resolution of the Board.

**8.2.** A budget of estimated income and expenditure for the next fiscal year shall be adopted by the Board no later than the 31st day of December. This budget shall be available for inspection by the members at the office of the Association. A summary of the approved budget shall be included in the notice of the next regular meeting of the Association.

**8.2.1.** Reserves. Any budget adopted pursuant to Article 8.2 shall include reserves in an amount to be determined

annually by the Board to be adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments. The Board shall commission a minimum of one reserve study in every five year period. The board shall establish an adequate reserve amount by majority vote on an annual basis.

**8.3.** After acceptance of responsibility by the Association for the administration of the assessment funds, the Treasurer shall be authorized to issue checks for expenditures incurred for the Association, provided the amount of such checks issued does not exceed in that fiscal year the amount budgeted in accordance with Article 9.1.5 of these Bylaws.

**8.4.** All checks shall be signed by at least two officers designated by the Board. Such officers as may be designated by the Board shall be bonded in an amount determined by the Board. Indemnity bond premiums shall be paid by the Association.

**8.5.** A general accounting of the Association's receipts and disbursements for the previous fiscal year shall be prepared each year before the annual meeting, at which meeting the accounting shall be made available to the membership.

## Article 9 - The Board of Directors

**9.1. Powers.** The Board of Directors shall have the power to carry on the affairs of the Association. In order to carry out this power, the Board shall undertake the following:

**9.1.1.** Adopt a corporate seal as the seal of the Association.

**9.1.2.** Designate a banking institution or institutions as a depository for the Association's funds.

**9.1.3.** Perform other acts the authority for which has been granted in these Bylaws, in the Restrictive Covenants, or by law, including the borrowing of money for Association purposes. A resolution by the Board that the interest of the Association requires the borrowing of money shall be sufficient evidence for any person, that the borrowing is for a proper Association purpose. The Board may, if it determines that borrowing shall be reasonably necessary, borrow up to

twenty five percent of the gross annual receipts of the Association, In connection therewith, the Association may assign, pledge, mortgage, or encumber any Association assets or property as security for such borrowing, including future revenues of the Association.

**9.1.4.** Adopt such rules and regulations relating to the use of common properties and sanctions for noncompliance therewith, as it may deem reasonably necessary in the best interests of the Association and its members. Each Member and Associate Member, Honorary Member, and Temporary Member of the Association, and others, shall abide by the provisions of these Bylaws as well as any Regulation adopted by the Board of Directors of the Association pursuant to these Bylaws. Failure to do so shall justify the Board in suspending such member as is provided in these Bylaws. The Board may also establish and levy reasonable fees for review of building plans (Article VI of the Restrictive Covenants) and for the use of the common properties. The Board shall also employ a sufficient number of persons to adequately maintain the common properties and the affairs of the Association. Further, the Board may adopt reasonable rules of order for the conduct of Board meetings. The ruling of the President of the Board shall be final on procedural questions upon which no rules have been adopted. The Board may, by resolution, adopt Robert's Rules of Order as a guide for the conduct of all meetings.

**9.1.5.** Adopt an annual operating budget in accordance with Article 8.2 of these Bylaws and levy the annual assessment (per Article V of the Restrictive Covenants) on each lot for the following year. Upon the adoption and approval of the budget, the Board shall be bound by same. No expenditure in excess of the budget shall be made unless it is authorized by the Board.

**9.1.6.** Appoint temporary or permanent committees of the Association. They shall have such powers and responsibilities as the Board may direct.

**9.1.7.** The Board shall have the power to appoint officers and agents and to hire employees as may be necessary for the carrying out of Association business. Any officer or agent may be removed and replaced at any time by the Board.



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**9.1.8.** The Board shall establish and maintain procedures for handling all written appeals submitted.

**9.2. *Number of Directors.*** The number of directors shall be nine, each of whom must be a member of the Association. However, the Board may by resolution increase the number of directors to not more than eighteen. Any action by the Board is valid and effective as long as there are at least six Directors on the Board.

**9.3.** No Director shall receive a salary for services performed; however, Directors and Officers may be compensated for reasonable expenses incurred while so acting.

## **9.4. *Election of Directors***

**9.4.1.** In all elections of Directors, each voting member in good standing is entitled to one vote per lot in accordance with Article III, Section 2 of the Restrictive Covenants. One vote per lot may be cast for each position to be filled. The persons receiving the largest number of votes shall be elected to fill the Board vacancies.

**9.4.2.** Each year, between the first day of October and the fifteenth day of the following January, any member in good standing and at least 18 years of age as of January 15th, who wishes to run for the AVPOA Board, shall personally receive a board approved petition at the Association office during regular business hours. This petition shall be returned by January 15th to the Association office with endorsements of his or her candidacy signed by at least fifty voting members in good standing. The Secretary of the Association shall make these petitions available to those requesting. A list of the members receiving a petition shall be made available for inspection by any member in good standing during normal business hours at the Association office. This shall be for the term beginning immediately following the next annual meeting of the Association. The Secretary of the Association shall cause notice of such candidacy and a brief biographical statement of each candidate to be included in the notice of such annual meeting.

**9.4.3.** All elections to the Board shall be made on written ballot. The written ballot shall describe the vacancy to be filled; and set forth the names of those persons who have become candidates for the office of Director.

Written ballots, in a form approved by the Board, and the notice of the Annual Meeting of the Association, shall be prepared and simultaneously mailed by the Secretary to each person entitled to vote. Ballots and notices shall be sent to a member's last known address appearing in the records of the Association.

**9.4.4.** One ballot for each lot shall be distributed to members entitled to vote. Where more than one person owns an interest in a lot, the ballot shall be sent to one of the co-owners, as selected by the Secretary.

**9.4.5.** After voting, ballots shall be placed in the envelope marked "Ballot." Each "Ballot" envelope shall then be placed in a sealed outer envelope which will bear on its face the name of the member and the account number as shown on the membership certificate, and such other information as the Board may determine will serve to establish the right to cast the vote or votes presented on the ballot or ballots contained therein. Ballots shall be returned to the Secretary of the Association or the Election Committee at such address as the Board may determine no later than a date established by the Board prior to the Annual Meeting.

**9.4.6.** Upon receipt of each ballot, the Secretary or designee shall immediately place it in a safe or other locked place until the time fixed by the Board for the counting of the ballots. At that time, the outer envelopes shall be delivered, unopened, to the Election Committee appointed by the President. This Election Committee shall then adopt a procedure which shall establish that the ballots have been submitted properly by members in good standing. Such procedure shall ensure that the confidentiality of the personal vote of any member is not disclosed. The outside envelope shall thereupon be placed in a safe or other locked place. The Election Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. If any "Ballot" envelope is found to contain more than one ballot on the same issue, all ballots contained in such envelope shall be disqualified. Each candidate may appoint a representative to be present during the vote count. No other individuals are permitted to be present.

**9.4.7.** All outside envelopes, ballots, and statements of candidacy shall be retained by the Secretary for a period of one year.

**9.5. *Removal of Directors.*** A director may be removed by a vote of three-fourths of the Board of Directors present at a Board meeting in which a quorum is present for "just cause." "Just cause" shall include self-dealing, conflict of interest (as defined in Article 9.10), negligence in performing the responsibilities of a Director, violating any of the provisions or obligations set forth in the Oath of Office or Code of Conduct, failing to conduct himself or herself on Association business according to the highest ethical standards, engaging in conduct that creates even the slightest appearance of impropriety, or engaging in any other conduct that the Board determines is not in the best interests of the Association.

If a motion to remove a Director is made at a Board meeting, the motion shall not be acted upon until the next Board meeting. Notice of the motion shall be mailed to the Director whose removal is sought not less than twenty-one days prior to the meeting when the motion is to be considered.

Upon request by the Director whose removal is being sought, the grounds or allegations giving rise to the motion for removal shall be provided to the Director, and the Director shall be given an opportunity to present his or her position to the Board in accordance with procedures established by the Board prior to the vote on the motion for removal.

**9.6. *Meetings of the Board of Directors.*** The Board shall meet at least quarterly. After adoption of a resolution setting forth the times of regular meetings, no notice of such meetings shall be required, or waived. Special meetings of the Board may be called by the President, or by a majority of the Board. Notice of a special meeting shall be given in writing or orally at least twenty-four hours prior to the date of said special meeting, and shall be held at such place in the State of Ohio as the call or notice of the meeting shall designate. Notice thereof may be waived by the Directors in writing.

**9.7. *Action Without Meeting.*** Unless prohibited by law, where director action is required before a meeting can be conveniently called, any action which



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may be taken at a meeting of the Board may be taken without a meeting if the action is consented to by a majority of the Directors entitled to vote on such action at a meeting of the Directors. Such a vote may be conducted in person or via electronic means, including, but not limited to, email, facsimile, telephone, or video conference. Such actions shall be reported at the next Board meeting.

**9.8. Quorum.** A majority of the Directors shall constitute a quorum to transact business of the Board, and the act of the majority of the Directors present at any duly called meeting shall be deemed to be the act of the Board.

**9.9. Vacancies.** All Directors shall serve until their successors are elected. Any vacancies occurring on the Board created by the death or resignation of a Director shall be filled by the Board.

**9.10. Conflict of Interest.** The primary obligation of the Director is to the Association and its Members and not to himself or herself. A conflict of interest exists where Directors (a) either directly or indirectly derive a personal profit or advantage from their position as Directors; (b) either directly or indirectly (through any entity in which the Director or the Director's family member has a significant interest) enter into a contract or business relationship with the Association, unless the material facts of the relationship and transaction are disclosed and made known to the Board and a majority of the disinterested Directors specifically authorize the contract or business relationship; (c) fail to abstain from discussing at a meeting, or voting upon, any matter in which they, their immediate family members or any entity in which they have an interest, have a personal interest in that outcome; or (d) solicit personal favors or exert (direct or implied) influence on the General Manager or Association employee in order to gain business or personal favors for himself or herself.

**9.11. Compliance with Anti-Discrimination Laws.** The Board shall comply with all applicable state and federal laws concerning prohibitions against discrimination on the basis of race, color, religion, sex, military status, national origin, disability, age, or ancestry, including, but not limited to, Chapter 4112 of the Revised Code. No private right of action additional to those conferred

by the applicable state and federal anti-discrimination laws is conferred on any aggrieved individual by the preceding sentence.

## Article 10 - Officers

**10.1. Officers.** The officers of the Association shall be the President, one or more Vice Presidents, Secretary, Treasurer and General Manager and such other officers and assistant officers as the Board may from time to time elect. Officers shall serve at the pleasure of the Board. Any two offices may be held by the same person, except the offices of President and Secretary. An officer may serve as a committee chairperson.

**10.2. President.** The President shall be the executive officer of the Association, and shall preside over all meetings of the Association and the Board. The President shall be an ex-officio member of all committees except the Nominating Committee. The President shall conduct the activities of the Association in accordance with these Bylaws and those policies approved by the Board. The President shall be responsible for the preparation of a full and true report as to activities of the Association during the year of presidency. This report shall be submitted at the Annual Meeting, filed with the Secretary, and be made available for inspection by the membership.

**10.3. Vice President.** In the absence of the President, or in the event of the President's inability to act or refusal to act, where such action is lawful by these Bylaws or otherwise, the Vice President is empowered to act and shall thereupon be vested with the powers and duties of the President with respect to the action taken. The Vice President shall also perform such other duties as the President may assign.

**10.4. Secretary.** The Secretary shall keep the minutes of Association and Board meetings. The Secretary shall mail, or cause to be mailed, all notices required under these Bylaws. The Secretary may appoint a Recording and Corresponding Assistant.

**10.5. Treasurer.** The Treasurer shall have responsibility for the funds of the Association and perform such other duties as are incident to the office of the Treasurer.

**10.6. General Manager.** The General Manager shall perform the duties desig-

nated by the Board and be responsible to the Board.

## Article 11 - Committees

**11.1. Committees.** The Board may establish committees of the members as the Board deems necessary to carry on the activities of the Association and shall define their powers and duties.

**11.2.** The Board shall establish the following standing committees, the members of which shall be appointed by the President.

**11.2.1.** An Architectural Control Committee to assume the functions and responsibilities detailed in Article VI of the Restrictive Covenants.

**11.2.2.** A Nominating Committee to recommend from among all members, those members who, in the Committee's judgment might best serve the Association when vacancies occur on the Board. The Nominating Committee shall also assist the Board as they may direct in the conduct of Association elections including dissemination of information regarding candidates for Director (whether proposed by the Committee or otherwise nominated as provided herein), preparation of ballots, and other related matters.

The Nominating Committee shall be empowered to nominate candidates for the office of Director for election at the Annual Meeting whenever the number of candidates, qualifying per Article 9.4.2 of these Bylaws, does not equal at least one more than the number of directors to be elected. The number of candidates so nominated shall not be more than that required to establish a candidate list totaling one more than the number of directors to be elected.

**11.2.3.** An Election Committee consisting of a Chairman and as many tellers and judges as deemed necessary, to adopt a procedure to establish that ballots have been submitted properly by members in good standing. Such procedure shall ensure that confidentiality of the personal vote of any member is retained.

**11.2.4.** A Finance Committee to assist the Board as the Board shall direct in financial, budget and accounting matters.

**11.3.** Membership to the Architectural Control, Nominating, and Election committees shall be granted only upon the

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invitation of the President.

**11.4.** Any member may join the Finance Committee and all other Board established committees by submitting a written statement of their committee preference to the Board President. The President shall appoint the member upon that member's attendance at three consecutive meetings of that committee. The appointed member shall hold committee membership during the pleasure of the Board or until having had three consecutive unexcused absences.

See Section 5 - Committees and Clubs for mission and purpose of each.

## Article 12 - General Provisions

### 12.1. *Financial Report to Members.*

The Board shall make available to the members at the Annual Meeting, and at other times, financial statements of the Association's income and expenses as of the closing date of the prior fiscal year. Such financial statements shall be prepared in accordance with generally accepted accounting principles so as to present fairly the Association's operating results. Such statements need not be certified.

**12.2. *Association Property.*** No part of net earnings of the Association shall inure to the benefit of or be distributed to its members, Directors, officers or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purpose set forth in Article 2 of these Bylaws. On dissolution of the Association, no member shall be entitled to any distribution of any Association property or asset. Should two-thirds of the members voting on the question (subject to the quorum requirement of Article 5.5 of these Bylaws) consent to dissolution, then the Association's property and assets, after satisfaction of all outstanding liens and encumbrances thereon and of all debts and claims against the Association, shall be conveyed either to an institution qualifying for exemption under Section 501 (c) (3) of the Internal Revenue

Code, as amended, or to any unit of state or local government selected by the Board.

**12.3. *Communications.*** For purposes of Association communications a publication entitled "Cider Press" may serve as the official publicity and notification medium of the Association.

### 12.4. *Major Expenditure Hearing Requirement.*

**12.4.1.** The Board shall neither make a binding commitment nor approve any expenditure for facility construction, for modification or repair of an existing facility, or for the acquisition of equipment, the total cost of any of which is anticipated to exceed 1,000 times the annual assessment, until three property owner hearings have been conducted wherein the need for the expenditure is presented, the factors in arriving at the Board solution are discussed, and property owner input is considered and concerns are addressed. Such hearing may be held in conjunction with regularly scheduled Board meetings and shall be at a frequency of no less than twenty-five days apart.

**12.4.2.** When an expenditure, as described above, must be made immediately due to an emergency situation, and a delay for the prescribed hearings would be impractical or cause endangerment to life or the significant destruction of property, the Board shall, as soon as possible thereafter, conduct a hearing with property owners to explain the circumstances of the expenditure, to provide just cause for not meeting the normal hearing requirements, and to furnish a forum for property owner input.

**12.4.3.** Construction, modification, repair, or acquisition programs will not be divided into successive annual increments in an attempt to avoid the hearing requirements of this Bylaw, except two separate projects in the same complex will not be construed as a violation of this Bylaw.

**12.4.4.** A timely notice of hearings, as described above, will be published in the Cider Press and through other methods normally used by the Board to announce events.

**12.5. *No Smoking Permitted.*** Smoking is not allowed inside any building owned or operated by the Association.

**12.6. *Inspection of Records.*** The

membership list (names only), monthly balance sheets and monthly profit and loss statements, and approved minutes of the proceedings of the Members' Annual meeting, Board meetings, and committee meetings, shall be open to inspection upon the written demand of any Voting Member at any reasonable time for a purpose reasonably related to his or her interest as a Member. None of the above will be available to non-members of the Association without prior written approval of the Board. Voting Members may request and receive copies of any of these items in accordance with procedures and costs established by the Board. All records available for inspection under this Article 12.6 are confidential and not to be disseminated or shared with any person who is not a member of the Association without the prior written approval of the Board.

The records available for inspection under this Article 12.6 shall not include documents relating to employee salary or compensation, legal or personnel issues, minutes of the executive sessions of the Board, or any other record or document that is not expressly enumerated in the preceding paragraph as open for inspection. Any Voting Member or Director requesting to inspect information not expressly enumerated in the preceding paragraph must make a request in writing to the Board stating the specific reasons for requesting such information, and the information will not be made available for inspection absent express prior written approval from the Board.

**12.7.** Use of their own real estate and personal property as well as Association facilities and common property shall be at the sole risk of the Voting Members and his or her guests.

## Article 13 - Indemnification of Directors, Officers and Employees

Any person who is involved without his consent in any legal action due to the fact that he is or was a director, officer, or employee of the Association shall be indemnified by the Association against all expenses reasonably incurred by him in connection with or resulting from such legal action. Such expenses shall also include amounts paid by him with the consent of the Association acting

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through its Board in reasonable settlement of such actions except for those matters as to which it shall be determined that such person was derelict in his performance of his duties to the Association. The right of indemnification shall apply to matters arising both before and after the time of adoption of these Bylaws and shall not exclude any other legal right of indemnification to which such person may be entitled.

## Article 14 - Amendments

**14.1.** These Bylaws may be amended at any regular or special meeting of the Association, providing that the notice of such meeting contains a copy of the proposed amendment. Members may cast their vote by absentee ballot only. A majority of the votes cast shall be required to adopt any proposed amendment. The Association's counsel shall review said proposed amendment and determine if it complies with current Ohio and Federal law prior to the proposed amendment being put to a vote. If it does not comply, then it shall not be put to a vote.

**14.2.** Bylaw Amendment Proposal Form. The Board shall create a Bylaw Amendment Proposal Form.

**14.3.** There shall be three methods to amend the Bylaws.

**14.3.1.** Proposal by Membership. Any member in good standing may propose a bylaw amendment to the Board by submitting a Bylaw Amendment Proposal Form to the office of the Association.

**14.3.1.1.** The Board may create additional rules regarding submission of a Bylaw Amendment Proposal Form.

**14.3.1.2.** Board Approval of Bylaw Amendment Proposal. At the next regular Board meeting after receipt of a Bylaw Amendment Proposal Form, or at a special meeting of the Board at the Board's discretion, the Board shall consider a properly submitted Bylaw Amendment Proposal Form and take one of the following actions:

**14.3.1.2.1.** Table the Bylaw Amendment Proposal for further discussion at the next Board meeting.

**14.3.1.2.2.** Reject the Bylaw Amendment Proposal.

**14.3.1.2.3.** Approve the Bylaw Amendment Proposal and authorize the Secretary to add the Bylaw Amendment Pro-

posal to the notice for the next regular or special meeting of the Association.

**14.3.2.** Proposal by the Board. The Board may propose amendments to these Bylaws at any regular or special meeting of the Board as the Board deems necessary and authorize the Secretary to add the proposed amendment to the notice for the next regular or special meeting of the Association.

**14.3.3.** Proposal by Referendum. Any Voting Member in good standing may submit a Bylaw Proposal Form for the purpose of changing or amending the Bylaws of The Apple Valley Property Owners Association and receive a vote by the Members if:

**14.3.3.1.** The Form is submitted prior to the AVPOA January Meeting.

**14.3.3.2.** The Form states the proposed change or addition of a Bylaw and accompanied by a form containing 400 signatures of Voting Members in good standing.

**14.3.3.3.** A minimum of 400 signatures of Voting Members are verified by the Association in a manner to be determined by the Board.

**14.3.3.4.** The Form, along with attached signatures, will be available for viewing by any AVPOA Property owner in good standing.

## Article 15 - Building and Construction Requirements

To conserve and protect property values, all building plans or construction activities of any kind (hereinafter in this Article known as the Project) upon any "Lot" must have prior approval of the Association Architectural Control Committee (hereinafter in this Article known as the Committee), which is appointed by the Board. Plan approval is obtained by submitting Association Form No. 100 (Application for Construction) properly completed, along with other required documents and submitted to the office of the Association. These applications will be reviewed by the Committee on a weekly basis, except in the case of holidays. Meeting time and place may be obtained by contacting the Association office.

**15.1.** Scale drawings showing specifications, measurements, design, location on the lot, elevations of footers, and

foundation walls or piers, as they relate to the contours of the lot. Exterior illustrations of the proposed building.

**15.1.1.** All property line clearances and easements must be observed as specified in Article VII, Section 3 and 4 of the Restrictive Covenants. Include into all projects under inspection or approval.

**15.2. Disapproval of the Project:** The Committee may refuse to grant permission to place, construct, or make requested improvements when:

**15.2.1.** The plans, specifications, drawings, or other materials submitted are inadequate, incomplete, or show the proposed Project to be in violation of the Restrictive Covenants, Bylaws, or Rules and Regulations.

**15.2.2.** The design or color scheme of a proposed project is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures.

**15.2.3.** The proposed Project or any part thereof is contrary to the intent and purpose of these bylaws.

**15.2.4.** The Members or Property is not in good standing with the Association.

**15.3. Duty to Inspect:** The Association and/or the committee shall have the authority to inspect Projects to assure compliance with its authorizations, the Restrictive Covenants, the Bylaws, and the ACC Rules and Regulations. They shall have the basic right to enter property to inspect approved projects under construction. Neither the Association, the Board or the Committee or any member thereof, or their respective heirs, representatives, successors or assigns shall be liable to any person or entity by reason of mistakes in judgment, negligence, malfeasance or nonfeasance arising out of or in connection with the approval, disapproval, or failure to approve any plans or any other exercise or non-exercise of the provisions of the building and construction requirements.

**15.4. Services, Employment, and Compensation:** The Association may hire various persons to assist the Committee in discharges of duties, and may retain the service of professional persons as need requires.

**15.5. Right of Appeal to the Board:** Any action by the Committee may be appealed to the Board for review. Action by the Committee shall be presumed to



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be correct and in the best interest of the property owners and shall be modified only for clear and convincing reasons.

**15.6. Dwellings:** The minimum square footage of enclosed living space is specified in the Restrictive Covenants. \*Refer to specific subdivision for square footage requirements. (\*Consult applicable restrictions for Howard or Brown Townships.)

**15.6.1.** Dwellings are restricted to two and one-half stories. A basement is considered one story unless it is more than fifty percent underground. Maximum height of 35 feet from lowest point of the finished floor or crawl space.

**15.6.2.** Continuous concrete footer and block or concrete foundation is required on all dwellings, garages, and boathouses exceeding 180 square feet. All exterior walls shall be supported on a footer extending at least 34 inches below finish grade and in addition, a minimum of 24 inches below natural grade on solid, stable undisturbed natural soil.

**15.6.3.** Exterior of buildings must be completed within one year from start of construction, including cleanup and grading.

**15.7. Fences:** Fences are discouraged in Apple Valley, but may be constructed by meeting the approval of the Committee.

Maximum fence height is forty-six inches (46") at its highest point including the post and any decorative accessories.

**15.8. Walls:** Walls are permitted for retaining and/or landscaping, but not permitted to be constructed above grade or to obstruct the view of adjoining properties.

**15.9. Boathouses:** A Boathouse is defined as a structure used for the storage of watercraft and other personal property and is restricted to a minimum size of 120 square feet and a maximum of 8' sidewalls. The maximum height cannot exceed 12 feet at its highest point.

**15.10. Playhouses:** A Playhouse is defined as a structure and is limited in size to a maximum of 32 square feet and the maximum height cannot exceed 9 feet at its highest point.

## **15.11. Docks/Seawalls:**

**15.11.1.** Plans require specifications as to length, width, shape, materials, and

location.

**15.11.2.** Approval must be obtained from the Knox County Water & Wastewater Department before submitting to the Association for approval.

**15.11.3.** Responsibility for docks on Apple Valley Lake rests solely on the property owner. The Association shall be held harmless by Property Owners in regards to their docks.

**15.11.4.** Special Limitations Concerning Docks and Seawalls: The construction or placement of a dock or other water-placed structure from or adjacent to a lot within Apple Valley shall constitute a mere license from the Association and may be terminated or restricted on reasonable notice.

**15.11.5.** All docks shall be located between the extended lot lines, and shall be no closer than ten feet (10') inside those extended Lot lines.

**15.11.6.** No dock shall,

- A.** project more than thirty feet (30') into the lake from the shoreline as determined by the association.
- B.** Extend more than eight feet (8') onto the land from the shoreline.

**15.11.7.** Roofs, upper level decks, and/or a combination thereof on any lot shall

- A.** Not exceed thirty-four feet (34') long from the shore line into the lake;
- B.** Not exceed seventeen feet (17') above normal pool water level, measured from the highest point affixed to the structure including but not limited to the peak of the roof, top of the railing, cupolas, decorations, flag poles, awnings or other device. The normal pool water level is determined by the highest elevation at which water would not flow over the spillway. The spillway is the overflow channel south of the main dam.

**15.11.8.** Docks in a cove shall extend into the lake, no more than fifteen percent (15%)\*\* of the width of the cove, measured in a line perpendicular to the center of the applicant's lot. \*\* The distance may be less than fifteen percent (15%) as determined by location and the Committee.

**15.11.9.** Channel-front lots in the Harbor View Subdivision must excavate back into the lot in order to construct any type

of dock, so as not to decrease the width of the channel. Only in the Harbor View Subdivision may a dwelling be built with a boat garage. All channel, road, and sideline setback requirements must be satisfied. All other Apple Valley building and construction restrictions must be met, as well as township requirements, state regulations, and other applicable laws.

**15.11.10.** All boat docks must be maintained in good repair.

**15.11.11.** No floating moorings may be placed in the lake, and all docks and free standing lifts shall require approval by the association.

**15.11.12.** Docks may have limited storage facilities for boating and fishing equipment. Storage facilities on docks with roofs are limited to one cabinet, 4' x 8' x roof line, situated entirely under the roof line. Storage facilities on docks with no roof are limited to one cabinet, 4' x 8' x 3' high.

**15.11.13.** No portion of a dock may be used for overnight sleeping or living quarters.

**15.11.14.** Absolutely no sanitary facilities, including sinks, showers or toilets shall be permitted on docks. Electrical refrigerating devices must be enclosed inside a lockable dock storage area.

**15.11.15.** Shoreline protection will be required by members who have, build, and/or maintain a dock. All shoreline protection shall be constructed from non-polluting materials. Shoreline protection may not be constructed into the lake beyond the normal shoreline and back-filled with earth so as to effectively extend the land into the lake. Drawings must specify location and size relative to the lot pin location and water line. The height of shoreline protection shall be greater than normal pool as determined by the association.

**15.12. General.** Construction must commence within 180 days from the date of construction approval by the Committee or Board. Failure to start construction within 180 days from date of approval will require re-submission for Committee reapproval. Once construction has started, all exterior work, including clean-up and grading, must be completed within one year.

**15.12.1.** During construction lot owners shall prevent the entry of all debris and



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foreign material from their lots into the lake and/or adjacent properties. Lot owners shall remove all such trees, vegetation, foreign material, and debris which have originated from their lot.

**15.12.2.** Neither the Committee nor any agent thereof, nor the Association, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work.

**15.12.3.** If the ACC and/or the Board, in their sole discretion, determine after an inspection that certain work fails to comply with the provisions of the building and construction requirements, they may issue an order stopping all or part of the work until such time as the provisions of the code are fully complied with.

This stop work order shall be served by hand-delivery upon the builder and/or owner or posted conspicuously on the premises at the construction project site.

Upon service of the order, the work designated shall stop immediately until such time as the remedial work is performed to the satisfaction of the ACC and/or the Board.

Any failure to strictly comply with the stop work order shall result in a fine per day against the lot owner, in accordance with section 3.9 of these bylaws.

**15.12.4.** The Board may hire various persons to assist the ACC in the discharge of its duties, and may retain the services of professional persons as need requires. When the Board deems it necessary for the accomplishment of duties and responsibilities of the Committee, they may require payment of a reasonable fee, established from time to time by the Board, for considering the application of any person under this section. Fees shall be charged uniformly to all applicants similarly situated, and all funds collected shall be paid to the Association, or to its order. Any action by the Committee whether or not specified as subject to review, may be appealed to the Board for review. The Board shall establish and maintain a procedure for handling all written appeals submitted. Action by the Committee shall be presumed to be correct and in the best interest of the Association and shall be reversed only for clear and convincing reasons.

## Article 16 - Sign Restrictions

**Statement of Intent:** This Article is intended to clarify and further define the intent of Restrictive Covenants, Article VII, Section 2, Paragraph 4, in order to better control signs and advertising within Apple Valley. Such controls are intended for the protection of property values with the goal of maintaining an “eye pleasing” appearance of the overall community. The Board of Directors may establish policies and procedures necessary for enforcement of signage restrictions and controlling placement of approved signs within the boundaries of Apple Valley. Refer to Sign Restrictions, Definitions, and Enforcement Policy.\*

**16.1.** “For Sale” signs are permitted only for residential sale purposes and shall be limited to a maximum of two (2) signs per residence.

**16.2.** Political signs are permitted thirty (30) days prior to an election and must be removed within three (3) days after the election.

**16.3.** No advertisement or commercial signs are permitted. The only exception

shall be limited to one (1) “builder/contractor” sign, which may be displayed during approved construction/repair project and must be removed upon completion of construction/repair.

**16.4.** Special event signs shall only be permitted on the day of the event and shall be removed immediately after close of the event.

## Article 17 - Property Use Limitations

**17.1.** No trailer or similar type structure, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently.

**17.1.1.** Any Owner that desires to use their dwelling for a rental property must complete an “Intent to Rent” form and submit it at the Association Office prior to renting the dwelling for the first time. A deposit amount determined by the Board will be required at the time of filing, and will be held in escrow by the Association, to be used in the event that the Association needs to take action for non-compliance with the Association’s

## Sign Restrictions, Definitions, & Enforcement Policy

For the purpose of defining Article 16 of the Bylaws, following are the definitions of terms used in the Article:

**Advertising or Commercial Signs** — A sign or display used to identify or promote a place of business or a product including information beyond the company name.

**Builder/Contractor** — May only be a maximum size of 3’x3’, and used to identify the company contracted for the construction or repair of a residence.

**For Sale** — May only be a maximum size of 3’x3’, and used for the purpose of selling a home offered by a realtor, owner, or builder.

**Political Sign** — May only be a maximum size of 3’x3’, and used for the purpose of supporting or opposing any candidate who is seeking an elected office; or expressing support or opposition to a political party or political issue on the ballot. Such signage must comply with election regulations of the State of Ohio.

**Special Event Sign** — May only be a maximum size of 3’x3’, and are defined as, “yard/garage sale”, wedding, shower, or graduation.

1. Signs are not permitted on AVPOA common properties, street berms, or attached to street sign posts, or AVPOA signs, and will be removed immediately.
2. For Sale signs must be attached to, or placed on or against a residence or dock. Placement may not exceed 10 feet beyond the home. With prior AVPOA approval, any sign placement outside of these guidelines may be placed in cases of unusual circumstances, on a case-by-case basis.
3. Signs are not permitted on vacant lots, and will be removed and taken to AVPOA office. Notification will be sent to the owner to inform them of this violation.
4. Continued violations of any regulations related to signage will ultimately result in penalties and fines in accordance with Article 3.9 of the AVPOA Bylaws.

*Sign Enforcement Policy Approved June 23, 2007*

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Covenants, Bylaws and Rules. The deposit balance must be maintained and will be held until the owner gives notice to the Association that the dwelling is no longer being used as a rental.

**17.1.2.** A copy of all rental/lease agreements must be submitted to the Association prior to occupancy of the tenants each time there is a change of tenants. The Board may establish a fee at the time of filing.

**17.1.3.** Tenants that desire to obtain "Associate Member's" privileges shall comply with Article 3.4 of these Bylaws.

**17.1.4.** Vacant lots may not be rented.

**17.1.5.** Owners that are currently renting/leasing a dwelling at the time of passage of this bylaw will be required to comply no later than April 1, 2017.

**17.2.** No vacant lot shall be used for the storage (long or short term) of camping trailers, motor homes, watercraft, specialty trailers, utility trailers or other vehicles of any type. Designated storage areas/facilities must be used for storage or parking of such vehicles. No unimproved parking areas or yards shall be used for vehicle parking for longer than 72 consecutive hours. No common areas may be utilized for any commercial or nonresidential purposes, including but not limited to, parking for real estate sales or promotions.

**17.3.** No lots shall be used or maintained as a dumping or burial ground for rubbish litter, including but not limited to garbage, trash, waste, rubbish, cans, bottles, wire, paper, cartons, boxes, automobile parts, furniture, glass or anything else of an unsightly or unsanitary nature.

**17.4.** To minimize adverse environmental impacts and maintain the natural appearance of the area, cutting or clearing of trees on lots for commercial sale or other purposes is prohibited without the prior written approval of the Architectural Control Committee. Removal of trees shall be limited solely to that necessary for approved construction projects and elimination of safety hazards. The association may require an inspection report from a certified arborist prior to any approval.

**17.5.** All Improved or unimproved lots shall be maintained in a safe and reasonable condition so as not to detract from or devalue surrounding

properties. Unhealthy or unsightly or deteriorating conditions or situations will not be tolerated. Property owners are encouraged to enhance their property, thus protecting its value as an investment as well as enhancement of the community and surrounding areas. If the owner of any lot fails to maintain his lot and any exterior improvements in accordance with the provisions of the Restrictive Covenants, the Bylaws, the ruling by the Board, the Association shall have the right to enter upon each lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and exterior improvements conform to these Bylaws. The cost thereof to the Association shall be added to and become part of the annual operation charges to which the respective lot is subject, and may be assessed and collected in the same manner as the annual assessment.

Neither the Association nor any of its Board, officers, employees, committee persons, agents or contractors shall be liable for any damage which may result from any repair or maintenance work performed under this authority.

**17.5.1.** To minimize adverse environmental impacts and maintain the appearance of our community streets, property owners will use metal or sturdy plastic containers with lids for all garbage, rubbish and trash. Containers must not be left at the roadside over 48 hours. Failure to comply with the above could result in the removal of the containers.

**17.6.** No improvement which has been partially or totally destroyed by fire or otherwise, shall be allowed to remain for more than three (3) months from the time of such destruction or damage, without exterior repairs or total demolition and cleanup.

**17.7.** All pets must be contained within an approved enclosure or tethered when outside; in no case are they permitted to run loose. Individuals walking pets must have them on a leash, must walk them only in non-posted areas, and must immediately clean up any pet litter or fecal waste. Owners must assure that pets are not a nuisance or cause unreasonable disturbance or damage to other property/owners. (Reference Bylaws Article 17.14)

**17.8.** No lot, or portion thereof, may be used as an ingress or egress to

adjacent land outside the Apply Valley Development if the intended use is for commercial or nonresidential purposes. Any variance to establish any access to a single family dwelling on adjacent land shall be obtained by prior written consent from the Board. The Owner shall bear the legal expenses of adopting Apple Valley Restrictive Covenants in a proper legal manner acceptable to

Any personal property on the common properties that has been tagged by the Apple Valley Property Owner's Association shall be removed within forty-eight (48) hours and notice of said removal must be given to the Association or the property shall be deemed abandoned and the Property Owner's Association may dispose of said property as it sees fit.

the legal counsel of the Association. No lot split shall be permitted without prior written consent of the Board.

**17.9.** The Association shall have the authority to remove, move, destroy or dispose of any unregistered, unidentifiable, abandoned, junked, dilapidated, or disabled vehicles, mobile homes, boats, or other personal property from Association property without any liability whatsoever. The cost of such removal, move, destruction or disposal shall be borne by the owner of such personal property and shall be assessed against him. The Association shall further have the authority to remove, move, destroy or dispose of any unregistered, unidentifiable, abandoned, junked, dilapidated or disabled vehicles, mobile homes, boats or other personal property from private property within Apple Valley without any liability whatsoever so long as the following procedure is followed. The owner of the lot where the offending personal property is located shall receive written notice from the Board or their representatives, by any method that evidences receipt, to remove the offending property or otherwise resolve the problem within seven (7) calendar days, or a longer period of time if expressly provided for in the notice. If the problem is not resolved to the satisfaction of the Board, or its designated representative, during that time, the Association shall be entitled to remove, move, destroy or dispose of the property without any liability what-

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soever with the cost of such removal, move, destruction or disposal to be borne by the owner of the lot from which the property is removed and shall be assessed against him.

**17.10.** The Board may allow reasonable variances or adjustment of these Bylaws where literal application would result in unnecessary hardship. However, any such variance or adjustment shall be granted in conformity with the general intent and purposes of the Restrictive Covenants and the granting of the variance or adjustment will not be materially detrimental or injurious to other lots in Apple Valley or in conflict with state or local laws regarding granting variances.

The Board shall establish and maintain a procedure including a list of required documents, Association forms and an application fee established by the Board for any variance request submitted. After investigation and discussion, the variance request will be approved or denied by a vote of the Board. Action by the Board will be considered final.

**17.11.** Each such person also agrees, by such acceptance of a deed or execution of a contract for the purposes thereof, to assume, as against the Association, all of the risks and hazards of ownership or occupancy attendant to such lot, including, but not restricted to, its proximity to Apple Valley Lake.

**17.12.** The Association or any party to whose benefit these Bylaws inure may resort at law or in equity to prevent the occurrence or continuation of any violation of these Bylaws, and shall have the right to obtain a prohibitive or mandatory injunction to enforce observance of these Bylaws in addition to and cumulative with any other remedy provided for herein, or by law, or in equity, and to recover damages for the breach of these Bylaws: provided that the Association shall not be liable to any person for damages of any kind for failing either to abide by, enforce or carry out any of these Bylaws.

**17.13.** No delay or failure on the part of an aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Bylaws shall be held to be a waiver or an estoppel to assert any right available to him upon the occurrence, recurrence or continuation of any violations of these Bylaws.

**17.14.** The property owners and guests of Apple Valley have both rights and responsibilities for maintaining a peaceful community. The issue of noise has become a concern because of an increase in our community's population and the unique sound-carrying property of the air around the lake community.

**17.14.1.** The problem of excessive noise and undesirable sound affects the health and welfare of all. In order to enjoy the benefits of living in this community, it is expected that no person shall make or cause to be made, any excessive noise, which annoys, disturbs or affects the comfort, repose, health or peace of others. It is hoped that noise problems could be resolved between neighbors out of respect for the rights of others and the common desire to ensure our quality of life. However, when that is not possible or practicable, AVPOA must initiate corrective action. Therefore, AVPOA has initiated Quiet Hours to be observed from 11 p.m. to 7 a.m.

**17.14.2.** Typically, the following are declared to be loud, disturbing and excessive noise in violation of this section: Using any musical instrument, electronic equipment or other device on private property for producing and amplifying sound at such a level that would disturb the peace, quiet or comfort of others. The same shall apply to such use on common property except for organized events, which have received prior permission from AVPOA.

**17.14.3.** Yelling, shouting, cursing, whistling, or singing at any time so as to annoy or disturb persons in the vicinity.

**17.14.4.** Allowing any animal or bird to make long, frequent or continued noise which disturbs those in the vicinity, and where such noise can be distinctly heard beyond the property line where the offending animal or bird is kept.

**17.14.5.** Operating any motorized vehicle or water craft that is not properly muffled.

**17.15.** All Purpose Vehicle (APV) operating rules on property within jurisdiction of the AVPOA are that:

**17.15.1.** APV owners must complete, sign, and submit a registration form to the AVPOA Office, and receive a numbered decal to display on the APV, for each vehicle owned or operated by the household. Proof of liability insurance is

required for all APVs.

**17.15.2.** Each owner and each operator is responsible to permanently affix the decal to the APV so that it is easily visible and legible.

**17.15.3.** Permission forms must be completed, signed, and on file in the AVPOA Office from land owners on whose property APV owners or operators request permission to operate their vehicles. If (I) the operator is under 16 years old and (II) if the operator's parents/guardian are not present with the operator all the time, then the operator's parents/guardian must inform other property owners from whom they seek permission that the child or youth is trained to use the vehicle.

**17.15.4.** Operating an APV under the influence of alcohol or a controlled substance and/or operating an APV in a careless or reckless manner is prohibited.

**17.15.5.** APVs are banned from use on all designated AVPOA land, not just the Common Property.

**17.15.6.** APVs must comply with manufacturer specifications and recommendations for operation and maintenance, including but not limited to noise abatement, emission controls, safety features, and accessories for personal protection.

**17.15.7.** Designated time for APV operation is from sunrise to sunset.

**17.15.8.** APV" means an "all purpose vehicle" as defined in Ohio Revised Code Section 4519.01, a copy of which is available from the AVPOA Office.

AMENDED BY THE MEMBERSHIP:  
June 28, 1987; June 25, 1989; June 10, 1990; June 9, 1991; June 7, 1992; June 27, 1993;

June 11, 1994; June 25, 1995; July 1, 1997; June 17, 2000; July 23, 2007; June 21, 2008, June 11, 2011; June 9, 2012, June 22, 2013; June 25, 2016