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11FF-6

MIAMI COUNTY RECORDER  
JESSICA A LOPEZ  
20210R-06768  
PRESENTED FOR RECORD  
MIAMI COUNTY, TROY, OHIO  
04/20/2021 01:16:37 PM  
REFERENCES 0  
RECORDING FEE 122.00  
PAGES 13

**AFFIDAVIT OF FACTS  
AFFECTING TITLE TO REAL ESTATE  
(R.C. 5301.252)**

STATE OF OHIO, COUNTY OF MIAMI, SS:

The undersigned, Holly Trombley, being first duly sworn, states that she has personal knowledge of facts affecting the governance of the HOA as described hereinafter:

1. That she is Secretary of Deerfield Homeowners' Association, Inc. ("HOA").
2. That, at a meeting of the Board of Directors of the HOA, held October 7, 2020, with notice was duly given, the Board voted unanimously to accept and approve the amended By-Laws of Deerfield Homeowners' Association, Inc.
3. That the Board had received sufficient votes, in person and by proxy, from a majority of members of the HOA, to approve and ratify the amended By-Laws, a copy of which is attached hereto as Exhibit "B".
4. Further, Affiant says not.

Deerfield Homeowners' Association, Inc.

By: Holly Trombley  
Holly Trombley, Secretary

Sworn to before me and subscribed in my presence by Holly Trombley, Secretary of Deerfield Homeowners' Association, Inc., this 16 day of April, 2021.



**MIA CAMPBELL**  
Notary Public, State of Ohio  
My Commission Expires 1-10-24

Mia Campbell  
Notary Public - State of Ohio  
My commission expires:

This instrument prepared by: Michael E. Gutmann, McCulloch, Felger, Fite & Gutmann, Co., LAP, Attorneys at Law, 123 Market Street, Piqua, Ohio 45356.

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**EXHIBIT "B"**

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**BY-LAWS OF  
DEERFIELD HOMEOWNERS' ASSOCIATION, INC.  
PIQUA, OHIO**

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**Amended October 7, 2020**

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Adopted by a majority vote of members of the Association  
taken by in person and proxy votes and  
certified by the Association Board on 10/7/2020.

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# BY-LAWS

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**DEERFIELD**  
**HOMEOWNERS' ASSOCIATION BY-LAWS**

The within By-Laws are executed and attached to the Master Declaration (the "Declaration"). Their purpose is to provide for the establishment of an Association for the administration of the Property in the manner provided by the Master Declaration and these By-Laws. All present or future Members or tenants or their successors, and any other person who might use, reside in or occupy the Property in any manner, shall be subject to any restrictions, conditions or regulations hereafter adopted by the Board of Trustees of the Association. The mere acquisition or rental of any of the Dwelling Units located on the Property or the mere act of occupancy of any of the Dwelling Units will constitute acceptance and ratification of the Declaration and of the By-Laws. The terms used herein shall have the same meaning as defined in Article I of the Declaration.

**ARTICLE I**  
**THE ASSOCIATION**

**1.01        Name of Association.** The Association shall be an Ohio non-profit corporation and shall be called Deerfield Homeowners' Association, Inc.

**1.02        Membership.** Each Owner upon acquisition of title to a Dwelling Unit shall automatically become a Member (In these By-laws, 'owner' and 'member' are the same term). Such membership shall terminate upon the sale or other disposition by such Member of his or her Dwelling Unit at which time the new Owner of such Dwelling Unit shall automatically become a Member. Membership in the Association is limited to Owners within the property.

**1.03        Voting Rights.** There shall be one vote for each of the Dwelling Units within the Property. The Owner(s) of each Dwelling Unit shall be entitled to one vote for their Dwelling Unit, even if two or more Persons, whether fiduciaries, tenants in common or otherwise, own undivided interests in a Dwelling Unit. In the event a Dwelling Unit has been acquired by the Association in its own name or in the name of its agent, designee or nominee on behalf of all Members, the voting rights of such a Dwelling Unit shall not be exercised so long as it continues to be so held.

Approval of any action not reserved to the Board in Section 2.13 shall require a majority of votes in favor, provided that a quorum is present in person or by proxy or absentee ballot.

**1.04        Proxies; Absentee Ballots.** Votes on action proposed by the Association may be cast by each Owner in person or by proxy or by absentee ballot. The person appointed as proxy need not be an Owner. Proxies and absentee ballots must be in writing and must contain the date, printed name, address, phone number, and signature of the Deerfield Owner to be valid. Such proxies or ballots shall be mailed to the Association at the Association's PO Box and

postmarked at least 48 hours before the date of each meeting. Unless otherwise provided, all proxies are revocable at any time by mailing written notice of such revocation to the Association.

Each proxy/absentee ballot form shall contain adequate detail of each action proposed by the Association which may require a vote of the members, and a place to designate a vote of yes, no, or abstain.

**1.05      Place of Meetings.** Meetings of the Association shall be held at such place upon the Property or at such other place as may be designated by the Board of Trustees and upon the date and time designated by the Board of Trustees and specified in the notice of the meeting.

**1.06      Annual Meetings.** The annual meetings of the Association will be held in April of each year (unless the Board selects another month for good cause) with notice of the time and place of such meeting sent to all members. Action of the Association may be taken by the vote of a majority of those Members in attendance, either in person or by proxy, provided that proper notice was given to the Members as set forth herein.

**1.07      Special Meetings.** The President of the Association may call special meetings of the Members as directed by resolution of the Board of Trustees or upon a petition signed by Members entitled to exercise one third (1/3) or more of the voting rights of all Members and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. Action may be taken by a vote of the majority of those Members in attendance, either in person or by proxy, provided that proper notice was given to the members as set forth herein. No business shall be transacted, except as stated in the notice of the special meeting, unless by consent of two-thirds (2/3) of the Members present, either in person or by proxy.

**1.08      Notice of Meeting.** It shall be the duty of the Secretary of the Association to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record at least seven (7) days but not more than twenty-one (21) days prior to such meeting. The Owner of record will be determined as of the day preceding the day on which notice is given. In addition, the Secretary shall include a proxy form as set forth in Section 1.04 above.

**1.09      Waiver of Notice.** Notice of the time, place and purpose of any meeting of Members may be waived in writing, either before or at the commencement of such meeting by any Members, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Member at any such meeting without protesting the lack of proper notice, prior to or at the commencement of the meeting, shall be deemed to be a waiver by him or her of notice of such meeting.

**1.10      Action by Written Consent of the Members.** Any action which may be authorized or taken at a meeting of the Members may be authorized or taken without a meeting in a writing or writings signed by at least two-thirds (2/3) of the Members. The writing or writings evidencing such action shall be filed with the records of the Association. Written notice of any



such action proposed to be taken by the written consent of the Members shall be sent to all persons entitled to notice at least seven (7) days prior to the circulation of the action for written consent among the Unit Members and shall specify the action proposed to be so taken.

**1.11 Minutes of Meetings.** The minutes of the previous HOA meeting shall be printed and available to each owner at the time of the meeting.

**1.12 Order of Business.** The order of business at all meetings of the Members shall be as follows:

- (a) Roll call
- (b) Statement of Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of preceding meeting
- (d) Reports of officers
- (e) Reports of committees
- (f) Comments or questions
- (g) Unfinished business
- (h) New business
- (i) Adjournment

## **ARTICLE II**

### **BOARD OF TRUSTEES**

**2.01 Number and Qualification.** The affairs of the Association shall be governed by a Board of Trustees composed of the nine (9) persons, which number equals the present number of individual Recorded Plats/Sections of the Property. The goal is to elect a trustee from each of the Recorded Plats/Sections and from any section that may be added in the future. If additional Plats/Sections are developed on the Additional Property, such number of Trustees shall increase.

**2.02 Declarant's Rights.** Prior to the transition to the current Board of Trustees, Declarant had reserved the right pursuant to Section 2.06 of the Master Declaration to select and appoint the Board of Trustees during the Development Period.

**2.03 Election of Trustees.** At each annual meeting (beginning with the annual meeting held in year 2020) one-third of the Trustees shall be up for election based upon the staggered terms of such Trustees. The Trustees shall be nominated for election by a committee of the Board, which may receive nominations from any Owner in good standing up until fourteen (14) days before such meeting. Notice of the names of the members proposed for election to a new term shall be announced in the Notice of the meeting sent to all Owners

**2.04 Vacancies During the Term.** In the event of any vacancy on the Board of Trustees, for whatever reason, a replacement person shall be appointed by the Board of

Trustees to fill the remaining unexpired term of office. The person appointed to fill the unexpired term may seek election at the next annual meeting which corresponds to that term.

**2.05        Term of Office.** Each Trustee shall hold office for a term of Three (3) years and the terms of office shall be staggered so that one-third of the Trustees are elected each year.

**2.06        Removal of Trustees.** A Trustee may be removed by the Board in the event that he or she moves out of the subdivision or is not able or qualified to serve due to any provision contained in these By-Laws.

**2.07        Organizational Meeting.** Within ten (10) days after each annual meeting of Members the Trustees shall hold an organizational meeting for the purpose of electing officers and transacting any other business which the Board is authorized to carry out. Notice of such meeting need only be given to the Trustees who are duly elected

**2.08        Regular Meetings.** Regular meetings of the Board of Trustees may be held at such times and places as shall be determined by a majority of the Trustees, and shall be held as often as the duties of the Board may require.

**2.09        Special Meetings.** Special meetings of the Board of Trustees may be held at any time upon call by the President or any two (2) Trustees. Written notice of the time and place of each such meeting shall be given to each Trustee either by personal delivery, regular mail, electronic mail, or telephone at least seven (7) days before the meeting, which notice shall specify the purpose of the meeting; provided however, that attendance of any Trustee at any such meeting without protesting the lack of proper notice to or at the commencement of the meeting, shall be deemed to be a waiver by him or her of notice of such meeting. Such notice may be waived in writing either before or at the commencement of such meeting, by any Trustee, which writing shall be filed with or entered upon the records of the meeting. If all the Trustees are present at any meeting of the Board of Trustees, no notice shall be required and any business may be transacted at such meeting.

**2.10        Board of Trustees Quorum.** At all meetings of the Board of Trustees, a majority of the Trustees then in office shall constitute a quorum for the transaction of business and the acts of the majority of the Trustees present at a meeting at which a quorum is present shall be the acts of the Board of Trustees. If at any meeting of the Board of trustees there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At the continuation of any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

**2.11        Action by Unanimous Written Consent of the Board of Trustees.** Any action which may be authorized to be taken at a meeting of the Board of Trustees may be taken or authorized without a meeting in a writing or writings signed by all of the members of the Board of Trustees. The writings evidencing such action taken by the unanimous written consent of the Board of Trustees shall be filed with the records of the Association and be made available to the Members.



**2.12        Insurance for the Board.** The Board of Trustees shall insure that all officers and employees of the Association handling or responsible for Association funds have adequate D&O insurance in place. The premiums for such insurance shall be paid by the Association.

**2.13        Powers of the Board.** The Board shall exercise all powers and authority, granted under the laws of Ohio, and under the provisions of the Declaration and the By-Laws, including the following:

1. Take all action deemed necessary or desirable to comply with all requirements of state and local law and of the organizational documents of the Association;
2. Enforce the covenants, conditions and restrictions of the property comprising the subdivision;
3. Adopt and establish rules and regulations governing the use and maintenance of the entrance to the subdivision and all of its common areas.
4. Establish, enforce, levy and collect assessments from each Owner.
5. Suspend the voting rights of an Owner during any period in which such Owner shall be in default in the payment of any assessment levied by the Association or in default of the covenants, conditions and restrictions of the subdivision;
6. Obtain insurance coverage no less than required pursuant to the organizational documents;
7. Authorize the officers to contract with or to enter into one of management agreements in order to facilitate the efficient operation of the property;

### **ARTICLE III**

#### **OFFICERS**

**3.01        Designation.** The principal officers of the Association Board shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by and from the Board of Trustees.

**3.02        Term of Office; Vacancies.** The officers of the Association Board shall hold office for a term of years to be determined by the board at their organizational meeting; except in case of resignation, removal from office, or death. The Board of Trustees may remove any officer at any time, with reasonable cause, by a majority vote of the Trustees then in office. Any vacancy in any office of the Board may be filled by a vote of the Board of Trustees.

**3.03        President.** The President shall be the chief executive officer of the Association and of the Board of Trustees. Subject to directions of the Board of Trustees, the President shall have general executive supervision over the business and affairs of the Association. The President may execute all authorized deeds, contracts and other obligations of the Association

and shall have such other authority and shall perform such other duties as may be determined by the Board of Trustees, or otherwise provided for in the Declaration or in these By-Laws.

**3.03(A) Vice President.** The Vice President shall cover the duties of the President for any period of time that the president is unable to carry out those duties. Further, the Vice President is expected to serve as President of the Board at the expiration of the term of the current President.

**3.04 Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Trustees and the minutes of all meetings of the Association. The Secretary shall have charge of such books and papers as the Board of Trustees may direct and shall, in general, perform all the duties incident to the office of secretary.

**3.05 Treasurer.** The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may, from time to time, be designated by the Board of Trustees.

**3.06 Rules of the Board.** The Board of Trustees may amend or modify the rules governing the internal administration of the Board and its Officers as necessary to fulfill its obligations to the Association.

## **ARTICLE IV**

### **GENERAL POWERS OF THE ASSOCIATION**

**4.01 Payments from Maintenance Funds.** The Association shall establish and shall pay for those expenses which the Association is required to secure of pay for out of the general funds that are collected by the Board, pursuant to the terms of the Declaration and these By-Laws which shall be necessary and proper for the maintenance and operation of the Property as a desirable residential community, or for the enforcement of the Declaration and these By-Laws.

**4.01(A) Fiscal Responsibility.** The Board and its officers shall carry out all duties with appropriate responsibility to safeguard and to spend wisely the funds of the Association. All checks, disbursements or withdrawals will require the signature of two officers of the Board. A profit and loss statement for the prior calendar year shall be mailed or delivered to all Members prior to each annual meeting of the association.

**4.02 No Active Business to be Conducted for Profit.** Nothing herein shall be construed to give the Trustees or the Association authority to conduct active any business for profit on behalf of the Trustees or Owners. Further, the Trustees and its officers shall avoid any

conflict of interest and shall abstain from discussion or voting upon any matter in which such Trustee or officer has any conflict of interest.

**4.03        Delegation of Duties.** The Association, through its Board of Trustees and officers, has the authority to delegate to persons, firms or corporations of its choice such duties, services and responsibilities of the Association as the Board of Trustees shall from time to time specify and to provide for reasonable compensation for the performance of such duties, services and responsibilities.

**4.04        Right of Entry.** An Owner grants the right of entry to police, fire and other first responders in case of any emergency originating in or threatening the Owner's Dwelling Unit.

## **ARTICLE V**

### **COMMITTEES**

**5.01        General.** The Board of Trustees may appoint committees as deemed appropriate in carrying out its purposes. Committees may include Trustees and owners who are not serving as trustees but who may have knowledge or interest in the area governed by the committee.

**5.02        Chairman.** Each standing committee and special committee of the Board shall appoint a Trustee as its chairman, and such person shall report to the Board, at its next meeting, all findings and recommendations of such committee.

## **ARTICLE VI**

### **AMENDMENT**

**6.01        General.** These By-Laws may be amended at the annual meeting, or at a special meeting of the Members called with that purpose included, by a vote of Members exercising a majority of the voting power of Members.

## **ARTICLE VII**

### **GENERAL PROVISIONS**

**7.01        Copies of Notices to Mortgage Lenders.** Upon written request to the Board of Trustees, the holder of any duly recorded mortgage against any Dwelling Unit shall be given a copy of any and all notices and other documents permitted or required by the Master

Declaration or these By-Laws to be given to the Owner or Members whose Dwelling Units is subject to such mortgage and a copy of any lien filed by the Association.

**7.02            Service of Notices on the Board of Trustees.** Notices required to be given to the Board of Trustees or to the Association may be delivered to any member of the Board of Trustees or officer of the Association, either personally or by mail, addressed to such member or officer at his Dwelling Unit.

**7.03            Non-Waiver of Covenants.** No covenants, restrictions, conditions, obligations or provisions contained in the Master Declaration or these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

**7.04            Agreements Binding.** All agreements and determinations lawfully made by the Association in accordance with the procedure established in the Master Declaration and these By-Laws shall be deemed to be binding on all Members, their successors, heirs and assigns.

**7.05            Severability.** The invalidity of any covenant, restriction, condition, limitation or any other provision of these By-Laws or of any part of the same shall not impair or affect in any manner the validity, enforceability or effect of the rest of these By-Laws.

**7.06            Gender and Grammar.** The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes, required to make the provisions hereof apply to either corporations, partnerships or individuals, male or female, shall in all cases be assumed as though in each case fully expressed herein.

**7.07            References.** Unless otherwise specified, all references to a particular Article or Section shall refer to such Article or Section of the Declaration of these By-Laws, whichever the case may be.

\*\*\*\*\*

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Deerfield Homeowners' Association, Inc. has caused this instrument to be executed this 24 day of March, 2021.

**Deerfield Homeowners' Association, Inc.**

By:   
Rob Kramer, President

STATE OF OHIO, COUNTY OF MIAMI, SS:

The foregoing instrument was acknowledged before me this 24 day of March, 2021 by Rob Kramer, President of the Board of the Deerfield Homeowners' Association, Inc., an Ohio non-profit corporation, on behalf of the corporation.

  
Notary Public

**THIS INSTRUMENT PREPARED BY:**

**McCULLOCH, FELGER, FITE &  
GUTMANN CO., LPA  
MICHAEL E. GUTMANN  
Attorney at Law  
123 Market Street, 2<sup>nd</sup> Floor  
P.O. Box 910  
Piqua, Ohio 45356**



**MICHAEL E.  
GUTMANN  
Attorney at Law  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission  
Has No Exp. Date  
Section 147.03 O.R.C.**