

RONNIE M. HOWE  
PORTAGE CO. RECORDER

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RECORDING OF

BYLAWS

(ALSO KNOWN AS CODE OF REGULATIONS)

OF ✓

VANTAGE POINT TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR VANTAGE POINT TOWNHOMES HOMEOWNERS ASSOCIATION, INC. RECORDED AT INSTRUMENT NO. 200221191 OF THE PORTAGE COUNTY RECORDS.

**BYLAWS (ALSO KNOWN AS CODE OF REGULATIONS)**  
**OF**  
**VANTAGE POINT TOWNHOMES HOMEOWNERS ASSOCIATION, INC.**

**WHEREAS**, the Vantage Point Townhomes Homeowners Association, Inc. ("Association") was created on or about July 10, 2002, in conjunction with the filing of its Articles of Incorporation with the Ohio Secretary of State's Office; and

**WHEREAS**, the Association's principal purpose is to maintain and operate the Vantage Point Townhomes Homeowners Association, Inc. development located in Streetsboro, Ohio, pursuant to the terms and provisions of the Declaration of Covenants and Restrictions for Vantage Point Townhomes Homeowners Association, Inc., that were filed for record at Instrument No. 200221191 of the Portage County Records; and

**WHEREAS**, upon the filing of the Articles of Incorporation, a set of Bylaws (also known as Code of Regulations) (the "Bylaws") for conducting the Association's affairs was also created and adopted by the Declarant, but not filed for record with the Portage County Records; and

**WHEREAS**, Ohio Revised Code Section 5312.02 of the Ohio Planned Community Act, as adopted on June 10, 2010 and effective 90 days thereafter, requires a copy of the Bylaws to be filed and recorded with the County Recorder, and

**WHEREAS**, to bring the Association's governing documents in compliance with Section 5312.02, a copy of the Bylaws of Vantage Point Townhomes Homeowners Association, Inc. is attached hereto.

**NOW THEREFORE**, the Bylaws of Vantage Point Townhomes Homeowners Association, Inc. are attached to the Declaration, as "Exhibit B," and set forth as attached hereto.

IN WITNESS WHEREOF, the said Vantage Point Townhomes Homeowners Association, Inc. has caused the execution of this instrument this 20 day of December, 2010.

VANTAGE POINT TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

By: Matt Bros PRESIDENT  
MATT BROSS, its President

By: Scott Malone Secretary  
SCOTT MALONE, its Secretary

STATE OF OHIO                    )  
  )     SS  
COUNTY OF PORTAGE         )

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Vantage Point Townhomes Homeowners Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 3 of 3 and that the same is the free act and deed of said corporation and the free act and deed of them personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Streetsboro, Ohio, this 20 day of December, 2010.

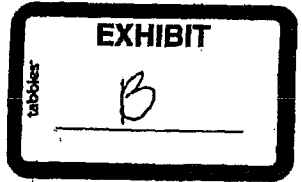
JL Carter  
NOTARY PUBLIC

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

Please place notary stamp/seal here:



JENNIFER L. CARTER  
Notary Public, State of Ohio  
My Comm. Expires April 9, 2011



**CODE OF REGULATIONS  
OF  
VANTAGE POINT TOWNHOMES HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I  
DEFINITIONS**

**Section 1.** "Association" or "Corporation" shall mean and refer to Vantage Point Townhomes HomeOwners Association, Inc., an Ohio nonprofit corporation, its successors and assigns.

**Section 2.** "City" shall mean and refer to the City of Streetsboro, Ohio, a municipal corporation organized and existing under the laws of the State of Ohio.

**Section 3.** "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions and any supplements or amendments thereto, entered into by Developer and the Association and recorded with the Portage County, Ohio, Recorder.

**Section 4.** "Developer" shall mean and refer to William Thomas Communities, Inc., an Ohio corporation, its successors and assigns.

**Section 5.** "Sub-Developer" shall mean and refer to any person or entity that acquires any part of the Properties (as defined in the Declaration) from Developer for the purpose of improving and otherwise developing said property as required by Developer.

**Section 6.** "Builder" shall mean and refer to any person or entity that acquires any Parcel upon which it has a Dwelling constructed or that acquires any Parcel for the purpose of constructing a Dwelling thereon.

**Section 7.** "Dwelling" shall mean and refer to any unit of any cluster of attached townhouse units situated within the Properties and designed and intended for use and occupancy as a residence by a single family.

**Section 8.** "Parcel" shall mean and refer to the foundation upon which any Dwelling is constructed, is being constructed, or is intended to be constructed, and which is shown as a lot on a recorded plat of Vantage Point Townhomes. Two or more plats will be recorded for Vantage Point Townhomes.

**Section 9.** "Final Plats" shall mean and refer to the recorded plats of Vantage Point Townhomes which show the Common Area and Facilities and fifty-six (56) Parcels.

**Section 10.** "Member" shall mean and refer to any person or entity who is a member of the Association as provided in Article II, Section 1 of these Regulations.

**Section 11.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Parcel situated upon the Properties but, notwithstanding any applicable theory concerning a mortgage, shall not mean or refer to any

mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

**Section 12.** "Common Area and Facilities" shall mean and refer to the areas within the Properties other than the Parcels that are devoted to the common use and enjoyment of the Owners (as well as Developer and any Sub-Developer and/or Builder so long as any of them holds legal title to any land within the Properties), improved with driveways, private streets and other private improvements, landscaping and open spaces, as shown on the Final Plats. The Common Area and Facilities shall be conveyed by Developer, any Sub-Developer and/or Builder to the Association as set forth hereinafter.

**Section 13.** "Vantage Point Townhomes" shall mean and refer to the Properties as developed by Developer, any Sub-Developer and/or Builder.

**Section 14.** "Limited Use Facilities" shall mean and refer to: (i) an easement in that portion of the Common Area and Facilities extending back from the rear of each Owners Dwelling for a distance of fifteen (15) feet (or if shorter to the point where such easement meets any other such easement) within the sidelines of such Owner's Dwelling, for installation of decks, patios, gas grills, children's play areas, picnic, gardening and park areas and similar recreational facilities; (ii) an easement encompassing the driveway appurtenant to and between such Owner's Dwelling (garage) and the private street used by all Owners; and (iii) an easement encompassing the service walk and steps extending from and between the front of such Owner's Dwelling and the driveway appurtenant to such Owner's Dwelling.

**Section 15.** "Initial Landscaping" shall mean and refer to the initial lawn and landscaping installed within any Parcel or the Commons Area and Facilities.

## ARTICLE II MEMBERSHIP

**Section 1 – Membership.** Every person or entity that is a record Owner of a fee or undivided fee interest in any Parcel or any part of the Common Area and Facilities shall be a member of the Association, except that any such person or entity that holds such interest merely as a security for the performance of an obligation shall not be a member. Each Member, regardless of class, shall be entitled to one vote on each matter properly submitted to the Members for their vote, consent, waiver, release or other action, as set forth below.

**Section 2 – Voting Rights.** The membership of the Association shall be divided into two classes, namely Class A Members and one Class B Member, as set forth below.

**Class A** – Class A Members shall be all Owners as defined in Article I. Each Class A member shall be entitled to one vote for each Parcel in which he or she holds a fee simple interest. When more than one person holds such interest in any Parcel, all such persons shall be Members, and the vote for such Parcel shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Parcel.

**Class B** – The Class B Member shall be Developer and shall be entitled to sixty (60) votes, in recognition of all land other than Parcels owned by Developer within the Properties.

Upon transfer of legal title to the Commons Area and Facilities to the Association, the Class B Member and its 60 votes shall be automatically extinguished and thereafter only the Class A Members and votes set forth above shall exist.

**Section 3 – Proxies.** Any member may be represented at any meeting of Members or vote thereat and exercise any other rights by proxy or proxies appointed in writing signed by such Member. Voting at elections and votes on other matters may be conducted by mail.

**Section 4 – Annual Meetings.** The annual meeting of Members shall be held at such time and on such date within the first five months of each fiscal year (commencing in 2003) as may be fixed by the Board of Trustees and stated in the notice of the meeting for the consideration of reports to be laid before such meeting and the transaction of such other business as may properly come before the meeting.

**Section 5 – Special Meetings.** Special meetings of Members shall be called upon the written request of the president, by the trustees by action at a meeting, by a majority of the trustees acting without a meeting, or by twenty-five (25%) of the Members of the Corporation entitled to vote thereat. Calls for such meetings shall specify the purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

**Section 6 – Notices of Meetings.** Unless waived, written notice of each annual or special meeting stating the date, time, place and purposes thereof shall be given by personal delivery or by mail to each Member entitled to vote at the meeting not more than sixty (60) days nor less than ten (10) days before any such meeting. If mailed, such notice shall be directed to the member at his or her address as the same appears upon the records of the Corporation. Notice shall be deemed waived by any Member who shall participate in such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice, and any Member may, either before or after any meeting, waive any notice required to be given by law or under these Regulations.

**Section 7 – Place of Meetings.** Meetings of Member shall be held at the principal office of the Corporation unless the Board of Trustees determines that a meeting shall be held at some other place within or without the State of Ohio and causes the notice thereof to so state.

**Section 8 – Quorum.** A majority of the whole authorized number of Members present in person or by proxy shall constitute a quorum for the transaction of business at a meeting. A majority of the Members present at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time until a quorum shall be present.

**Section 9 – Action Without Meeting.** Any action which may be taken at any meeting of Members may be taken without such meeting by a writing or writings signed by a majority of the Members. The writing or writings evidencing such action taken without a meeting shall be filed with the secretary of the Corporation and inserted by the secretary of the Corporation in the permanent records relating to meetings of Members.

**ARTICLE III  
BOARD OF TRUSTEES**

**Section 1 – Number, Election and Term of Office of the Board of Trustees.** The number of trustees shall be not less than three (3) or more than seven (7). The number of trustees shall be three (3), unless fixed at a higher number by the Members. Each trustee shall hold office for a term of one (1) year and until his or her successor is elected and qualified, or until his or her earlier resignation, removal from office or death. Trustees shall be elected at the annual meeting of Members, but when the annual meeting is not held or trustees are not elected thereat, they may be elected at a special meeting called and held for that purpose. As used herein, "year" shall mean the period from one annual meeting until the close of the next annual meeting, and if a trustee is elected at a special meeting, it shall mean the period from such special meeting until the close of the next annual meeting.

**Section 2 – Removal or Resignation.** Any trustee may, by notice in writing to the Board, resign at any time. Any trustee elected by the Members may be removed from office by the Members without cause.

**Section 3 - Vacancies.** Vacancies in the board of Trustees may be filled by a majority vote of the remaining trustees until there is an election by the Members to fill such vacancies. Members entitled to elect trustees shall have the right to fill such vacancy (whether or not the same has been temporarily filled by the remaining trustees) at any meeting of Members called for that purpose, and any trustees elected at any such meeting of Members shall serve until the next election of trustees and until their successors are elected and qualified.

**Section 4 – Quorum and Transaction of Business.** A majority of the whole authorized number of trustees shall constitute a quorum for the transaction of business, except with respect to the filling of a vacancy on the Board. Whenever less than a quorum is present at the time and place appointed for any meeting of the Board, a majority of those present may adjourn the meeting from time to time until a quorum shall be present. The act of a majority of the trustees present at a meeting at which a quorum is present shall be the act of the Board.

**Section 5 – Annual Meetings.** Annual meetings of the Board of Trustees shall be held immediately following the annual meeting of Members or as soon thereafter as is practicable. If no annual meeting of Members is held, the annual meeting of the Board of Trustees shall be held immediately following any special meeting of Members or as soon thereafter as is practicable.

**Section 6 – Regular Meetings.** Regular meetings of the Board of Trustees shall be held at such times and places, within or without the State of Ohio, as the Board of Trustees may, by resolution, from time to time determine. The secretary shall give notice of each such resolution to any trustee who was not present at the time the same was adopted, but no further notice of such regular meeting need be given.

**Section 7 – Special Meetings.** Special meetings of the Board of Trustees may be called by the president, any vice president or any two (2) members of the Board, and shall be held at such times and places, within or without the State of Ohio, as may be specified in such call.

**Section 8 – Meetings Held Through Communications Equipment.** Meetings of the Board of Trustees or any committee of the Board may be held through communications equipment if all persons participating can hear each other, and such participation shall constitute presence at such a meeting.

**Section 9 – Notice of Annual or Special Meetings.** Notice of the time and place of each annual or special meeting shall be given to each trustee by the secretary or by the person or persons calling such meeting. Such notice need not specify the purpose or purposes of the meeting and may be given in any manner or method, provided it is given at such time so that the trustee receiving it may have reasonable opportunity to participate in the meeting. Such notice shall, in all events, be deemed to have been properly and duly given if mailed at least two (2) days prior to the meeting and directed to the residence of each trustee as shown upon the secretary's records and, in the event of a meeting to be held through the use of communications equipment, if the notice sets forth the telephone number, as shown upon the secretary's records, at which each trustee may be reached for purposes of participation in the meeting, and states that the secretary must be notified if a trustee desires to be reached at a different telephone number. Notice shall be deemed to have been waived by any trustee who shall participate in such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice, and may be waived, in writing, by any trustee either before or after such meeting.

**Section 10 – Action Without Meeting.** Any action which may be taken at any meeting of the Board, or of any committee thereof, may be taken without such meeting by a writing or writings signed by all of the members of the Board or of such committee, as the case may be. The writing or writings evidencing such action taken without a meeting shall be filed with the secretary of the Corporation and inserted by the secretary of the Corporation in the permanent records relating to meetings of the Board.

**Section 11 – Compensation.** The trustees, as such, shall serve without compensation for their services, except that the trustees may be reimbursed for expenses of attendance. Nothing herein contained shall be construed to preclude any trustee from serving the Corporation in any other capacity and receiving compensation therefor.

#### **ARTICLE IV COMMITTEES**

**Section 1 – Board Committees.** The Board of Trustees may provide for such standing or special committees as it deems desirable and discontinue the same at its pleasure. Each such committee shall consist of three (3) or more trustees elected by the Board, and shall have such powers and perform such duties or functions, not inconsistent with law, as may be delegated to it by the Board. A majority of the members of such committee present at any meeting thereof shall constitute a quorum. Board committees shall keep full records and accounts of their proceedings and transactions. Any action by a board committee shall be reported to the Board at its meeting next succeeding such action and shall be subject to control, revision and alteration by the Board, provided that no rights of third persons shall be prejudicially affected thereby. Vacancies in such committees shall be filled by the Board.



**Section 2 – Other Committees and Advisory Groups.** The Board may provide for such other committees and advisory groups, consisting in whole or in part of nontrustees, as it deems desirable, and discontinue the same at its pleasure. Each such committee and group shall be advisory to the Board and shall have such powers and perform such duties or functions, not inconsistent with law, as may be prescribed for it by the Board. Appointments to, and the filling of vacancies on, such committees and groups shall be the responsibility of the president unless the Board provides otherwise. Any action by any such committee or group shall be reported to the Board at its meeting next succeeding such actions and shall be subject to control, revision and alteration by the Board, provided that no rights of third persons shall be prejudicially affected thereby. The president may, unless the Board provides otherwise, appoint one or more persons as alternate members of any such committee or group who may take the place of any absent member at any meeting.

## ARTICLE V OFFICERS

**Section 1 – Election.** The officers of the Corporation shall be a president, who shall be a trustee, one or more vice presidents, a secretary and a treasurer. The Board may also elect such additional officers as it deems desirable. Any two or more offices, except those of president and secretary, may be held by the same person. Officers shall be elected by a majority vote of the Board and shall hold office until the date fixed by these Regulations for the annual meeting of the Board next succeeding the election of such officers, and until their successors are elected and qualified.

**Section 2 – Duties.** The officers of the Corporation shall have such authority and perform such duties as are customarily incident to their respective offices and such other and further duties as may from time to time be required of them by the Board.

**Section 3 – Removal.** Any officer may be removed with or without cause by the affirmative vote of a majority of the Board.

## ARTICLE VI INDEMNIFICATION

### **Section 1 – Authorization.**

A. In the event that any person who was or is a party or is threatened to be made a party to any threatened, pending or completed civil, criminal, administrative or investigative action, suit or proceeding, other than an action by or in the right of the Corporation, seeks indemnification from the Corporation against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by such person in connection with such action, suit or proceeding by reason of the fact that such person is or was a trustee, officer, employee, agent or volunteer of the Corporation, or is or was serving at the request of the Corporation as a trustee, director, officer, employee, member, manager, agent or volunteer of another corporation (domestic or foreign, nonprofit, or for profit), limited liability company, partnership, joint venture, trust, or other enterprise, then, unless such indemnification is ordered by a court, the Corporation shall determine or cause to be determined in the manner provided in Section 1702.12(E)(4) of the Ohio Revised Code

whether or not indemnification is proper in the circumstances because the person claiming such indemnification has met the applicable standards of conduct set forth in divisions (E)(1) and (E)(2) of Section 1702.12 of the Ohio Revised Code and, to the extent that it is so determined that such indemnification is proper, the person claiming such indemnification shall be indemnified.

B. Expenses, including attorneys' fees, incurred by a trustee, director, officer, employee, member, manager, agent or volunteer in defending any action, suit or proceeding referred to in Paragraph A of this Section may be paid by the Corporation as they are incurred in advance of the final disposition of such action, suit or proceeding, as authorized by the trustees in the specific case upon receipt of an undertaking by or on behalf of the trustee, director, officer, employee, member, manager, agent or volunteer to repay such amount if it ultimately is determined that such person is not entitled to be indemnified by the Corporation as authorized in this Article.

C. The indemnification authorized by Paragraph A of this Section shall not be deemed exclusive of, and shall be in addition to, any other rights granted to those seeking indemnification, pursuant to the Articles of Incorporation of the corporation, these Regulations, any agreement, vote of Members or disinterested trustees, or otherwise, both as to action in their official capacities and as to action in another capacity while holding their offices or positions, and shall continue as to a person who has ceased to be a trustee, director, officer, employee, member, manager, agent or volunteer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

D. For purposes of this Article, the term "volunteer" is used as defined by Chapter 1702 of the Ohio Revised Code, as amended.

E. The provisions of Section 1702.12(E)(5)(a)(i) applicable to automatic advance payment of expenses shall not apply to the Corporation.

**Section 2 – Insurance.** The Corporation, to the extent permitted by Chapter 1702 of the Revised Code of Ohio, may purchase and maintain insurance or furnish similar protection including, but limited to, trust funds, letters of credit or self-insurance for or on behalf of any person who is or was a trustee, officer, employee, agent or volunteer of the Corporation, or is or was serving at the request of the Corporation as a trustee, director, officer, employee, member, manager, agent or volunteer of another corporation (domestic or foreign, nonprofit, or for profit), limited liability company, partnership, joint venture, trust or other enterprise.

## ARTICLE VII RIGHTS IN THE COMMON AREA AND FACILITIES; MAINTENANCE

**Section 1 – Owners' Easement of Enjoyment.** Every Owner shall have a right and easement in and to the Common Area and Facilities that shall be appurtenant to and shall pass with the title to every Parcel, subject to Section 4 of this Article VII.

**Section 2 – Delegation of Use.** Any Owner may delegate his right of enjoyment to the Commons Area and Facilities to the members of his family, his tenants, or purchasers of such

Owner's Parcel who reside on such Parcel, and such family members, tenants, and purchasers shall be subject to and restricted by the Declaration and these Regulations.

**Section 3 – Title to Common Area and Facilities; Lawn and Landscaping; Duty to Maintain.** Developer, any Sub-Developer and/or Builder shall retain the legal title to the Common Area and Facilities until such time as fifty-six (56) Dwellings (including landscaping and driveways) are constructed within the Properties and sold to occupants or until such time as, in the opinion of Developer in its sole discretion, the Association is able to maintain the same. If the Common Area and Facilities is conveyed to the Association before fifty-six (56) Dwellings are constructed and sold as set forth above, the Association shall grant a construction easement to Developer, any Sub-Developer and/or builder, as the case may be, until such time as construction of fifty-six (56) Dwellings is completed.

The Association shall have the duty to maintain, alter, replace and remove the Initial Landscaping, and the duty to maintain the private streets and provide snow plowing within the Common Area and Facilities. Maintenance of the Initial Landscaping shall include, without limitation, grass cutting, fertilization, planting, mulching, maintaining beds and pruning. Furthermore, maintenance of the Common Area and Facilities shall include any required repairs of the private streets (excluding any driveway extending from a private street to any Dwellings' garage and any service walk extending between a driveway and any Dwelling) and other private improvements, and snow plowing of all driveways and private streets. Installation of the Initial Landscaping shall be the responsibility of Developer, any Sub-Developer and/or Builder. The Initial Landscaping shall be maintained by the Association, except that every Owner shall be responsible for watering the following grass areas adjacent to his or her Dwelling:

**Sides (other than front and back)**

That portion of all grass areas extending from such Owner's Dwelling that equals 50% of all grass areas between such Owner's Dwelling and the Dwelling or Parcel closest to each side of such Owner's Dwelling, or if there is no such Dwelling or Parcel on a side of such Owner's Dwelling, all grass areas on such side extending to the property line of the Common Area and Facilities. This provision is not applicable to party walls.

**Front**

All grass areas extending from the front of such Owner's Dwelling (as expanded on the sides as set forth above) to the private street to which such Dwelling is connected by a driveway.

**Back**

That portion of all grass areas extending from each corner of the back wall of such Owner's Dwelling (as expanded on the sides as set forth above) that equals 50% of all grass areas between such Owner's Dwelling and the Dwelling or Parcel closest to the back of such Owner's Dwelling, except that if there is no Dwelling or Parcel behind such Owner's Dwelling, all grass areas extending from the back of such Owner's Dwelling (as expanded on the sides as set forth above) to the property line of the Common Area and Facilities.

Maintenance of the water, gas, electric, sanitary and/or storm lines, pipes, wires, cables or systems servicing any Parcel is the sole responsibility of the Parcel Owner. Each Owner is hereby granted an easement for such purposes under the Declaration. The Association is solely responsible for maintenance of sanitary and or storm lines, pipes or systems situated within the Common Area and Facilities to the extent the Owners are not responsible therefore as set forth above.

**Section 4 Limited Use Facilities.** Maintenance (with the exception of snow plowing) of any driveway and of any service walk and steps extending between a driveway and any Dwelling is the sole responsibility of the Dwelling Owner. Maintenance of a private street used by all Owners is the sole responsibility of the Association. Nothing in this Section limits the authority and responsibility of the Association to maintain the Common Area and Facilities under Section 3, Article VII of these Regulations.

Each Owner shall be solely responsible for maintaining and repairing the limited use Facilities granted to him, and such Owner shall have exclusive use of such limited use Facilities. No improvements, changes or repairs shall be made within the limited use Facilities without the prior written consent of the Board of Trustees of the Association, which consent may be withheld in the boards' sole discretion. No improvement, change or repair shall be approved if any liability associated therewith would not be covered by the general liability insurance maintained by the Association for the Common Area and Facilities and/or if such improvement, change or repair would cause the cost of such insurance to increase. Each Owner shall maintain general liability insurance coverage for such Owner's limited use Facilities, and shall include the Association as an additional insured under such coverage.

**Section 5 – Owner's Right of Access to Parcel.** Anything in this Declaration to the contrary notwithstanding, the right of each Owner of access to private streets and public roads and highways, and ingress and egress to and from his or her Parcel (including the garage), for both pedestrian and vehicular traffic, shall not be restricted, revoked or infringed.

**Section 6 – Parking Rights.** Ownership of a Parcel upon which is situated any unit of any cluster of attached townhouse units shall entitle the Owner thereof to the use of not more than one automobile parking space, which shall be situated immediately outside the garage of the unit located on such Parcel. The designated parking areas shall be used for vehicle parking space for visitors to the Properties. All motor vehicles shall be parked in garages or designated parking areas. Use of the parking areas of the Common Area and Facilities may be restricted in such manner as the Board of Trustees of the Association deems necessary.

**Section 7 – Driveways.** The driveway areas of the Common Area and Facilities are to be used as a means of ingress and egress from the private streets and public roads to the garages of the Parcels served thereby, and shall not be used for the parking of motor vehicles. All such use thereof shall be subject to the Rules and Regulations of the Association.

**Section 8 – Contractual Authority.** The Association shall be entitled to contract with any corporation, firm or other entity for the performance of the various duties imposed on the Association hereunder and the performance by any such entity shall be deemed the performance of the Association hereunder.

## ARTICLE VIII PARTY WALLS

**Section 1 – General Rules of Law to Apply.** Each wall that is built as part of the original construction of any unit of any cluster of attached townhouse units within the Properties and placed on the dividing line between Parcels shall constitute a party wall, and, to the extent not inconsistent with the provisions of these Regulations, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply to such party walls.

**Section 2 – Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

**Section 3 – Destruction by Fire of Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owner thereafter makes use of the wall, such Owner shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owner to call for a larger contribution from the other under any rules of law regarding liability for negligent or willful acts or omissions.

**Section 4 – Weatherproofing.** Notwithstanding any other provision of this Article VIII, an Owner who by his negligent or willful act of omission causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

## ARTICLE IX COVENANT FOR ASSESSMENT

**Section 1 – Creation of the Lien and Personal Obligation of Assessment.** With the exception of Developer, any sub-Developer and any builder, each Owner, by acceptance of a deed for a Dwelling and/or Parcel, whether or not it shall be so expressed in any such deed, shall be deemed to covenant and agree to pay the Association: (1) annual assessments or charges; (2) special assessments for improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the Parcel against which each such assessment is made. Each such assessment, together with such interest and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such Parcel at the time when the assessment becomes due. Such personal obligation of an Owner to pay assessments shall remain his personal obligation and shall not pass as a personal obligation to his successors in title unless expressly assumed by them.

**Section 2 – Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the Owners 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 Area and Facilities including, but not limited to, the payment of taxes and insurance thereon and

maintenance, repair, replacement and additions thereto, and for the cost of labor, materials, equipment, management and supervision thereof.

**Section 3 – Basis of Annual Assessments.** The annual assessment shall be \$1,020.00 per Parcel, which may be collected on a monthly basis at \$85.00 per month. The assessment period shall be based on the calendar year. The Board of Trustees of the Association, after consideration of costs and future needs of the Association, may fix the assessment for any year at a greater or lesser amount. No assessments or fees shall be levied against Parcels or land held by Developer or by any Sub-Developer or Builder.

**Section 4 – Special Assessments.** In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any improvement or unexpected repair or replacement, provided that any such special assessment shall have the assent of at least a majority of the Board of Trustees of the Association.

**Section 5 – Date of Commencement of Assessments.** The annual assessments provided for herein shall commence with respect to each Owner upon transfer of legal title to a Parcel to such Owner. Upon commencement of assessments, every Owner shall owe the annual assessment for each Parcel to which he holds legal title.

Becoming due upon title transfer as set forth above, the first annual assessment shall be prorated for the balance of the calendar year, and if payable in monthly installments, the first monthly installment shall be prorated for the balance of the calendar month and shall be due and payable upon title transfer as set forth above, and the subsequent monthly installments shall be due and payable on the first day of each month thereafter. The due date of any special assessments under section 4 hereof shall be fixed in the resolution authorizing such assessments.

So long as Developer, any Sub-Developer and/or Builder retains legal title to the Common Area and Facilities, such title holder or holders shall be responsible for paying, or reimbursing the Association for, all costs and expenses of the Association that exceed the total assessments, annual and special, collected by the Association provided the Board of Trustees of the Association has authorized such costs and expenses.

**Section 6 – Duties of the Board of Trustees.** The Board of Trustees of the Association shall fix the amount of the assessment against each Parcel for each assessment period at least thirty (30) days in advance of such period and shall, at that time, prepare a roster to fit the Properties and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner.

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

**Section 7 – Effect of Non-Payment of Assessment; Personal Obligation of Owner; the Lien, Remedies of the Association.** If any assessment is not paid on the date when due, then such assessment shall become delinquent, together with such interest thereon and cost of collection thereof as hereinafter provided. If an annual or special assessment, or installment of an annual or special assessment, is not paid within ten (10) days after the due date, such delinquent assessment or installment shall bear interest from the due date at the highest rate permitted by law, and the Association may after such ten (10) day period bring an action at law against the Owner responsible for the payment of such assessment, and (additionally or alternatively) may foreclose the lien against the property for which there is a delinquent assessment, and in the event a judgment is obtained, such judgment shall include interest on the assessment or installment amount as above provided, together with the costs of the action and reasonable attorney's fees in an amount to be determined by the court.

The Association may file in the office of the County Recorder a Notice of Lien to evidence any delinquent assessment or installment, but the Association shall not be under any duty to file such Notice of Lien and its failure or omission to do so shall not in any way impair or affect the Association's lien and other rights in and against any property subject to this Declaration, or against the Owner of such property.

**Section 8 – Exempt Property.** The following property subject to the Declaration shall be exempted from the charges, assessments and liens created herein; (a) all of the Common Area and Facilities; (b) all land exempted from taxation by the laws of the State of Ohio upon the terms and to the extent of such legal exemption; and (c) Parcels or land owned by Developer or any Sub-Developer and/or Builder.

## **ARTICLE X ARCHITECTURAL CONTROL; RULES AND REGULATIONS**

**Section 1 – Architectural Approval.** No building, landscaping (including but not limited to trees, shrubs, flowers, flower beds or grass), fence, wall or other structure shall be erected, placed, or altered within the Properties until the plans and specifications showing the nature, kind, shape, heights, materials, colors and location of the same shall have been submitted to and approved in writing by Developer or its designated architect. Payment for the cost of architectural review fees shall be the responsibility of the applicant. Responsibility for Architectural Control as described above shall transfer from Developer to the Association upon transfer of legal title of the Common Area and Facilities to the Association, whereupon the Board of Trustees of the Association shall establish an architectural review committee comprising three (3) members. The Board of Trustees shall then establish rules and regulations by which the architectural review committee shall conduct its meetings.

**Section 2 – Single-Family Use.** Each Parcel shall be used exclusively for single-family residence purposes.

**Section 3 – No Alteration of Size.** No Parcel shall be subdivided, nor enlarged or diminished in size.

**Section 4 – Nothing Offensive.** No noise, vibration or odor offensive or irritating to a person of ordinary sensibilities shall originate on and thereafter emanate from any Parcel.

**Section 5 – Storage.** The outside storage of property (including but not limited to tools, toys, lumber, wood, debris, trash, junk, paper, bottles and cans) is prohibited. Nothing shall be construed to prohibit the reasonably necessary storage on a Parcel of building materials during the course of construction of a house or garage on such Parcel or during the course of adding to or remodeling a house or garage on such Parcel.

**Section 6 – Alteration, Rebuilding or Repair.** The exterior surface and dimensions of each house and garage shall not be altered in appearance, building material or color from that as originally constructed on the Parcel without the prior written approval of Developer or the Association, as set forth in Section 1 above. In the event that an Owner undertakes repair or rebuilding of a Dwelling which is destroyed in whole or in part, the repair or rebuilding shall be in accordance with these standards.

**Section 7 – Lighting.** No exterior lighting fixture shall be installed upon or within any Parcel without the prior written approval of Developer or the Association, as set forth in Section 1 above, and without adequate or proper shielding of the fixture. No lighting fixture shall be installed if it may become an annoyance or a nuisance to Owners or occupants of adjacent properties.

**Section 8 – Maintenance of Private Street, Private Improvements, Driveway, Sidewalk.** All existing private streets, private improvements, sidewalks and driveways shall be maintained in the same material and reasonably in the same condition as originally constructed, to the extent that such maintenance is not provided by any governmental unit as a result of the payment of taxes.

**Section 9 – Signs.** No signs, except for rent or sale or political purposes, shall be permitted nor shall any exterior awnings or canopies be permitted on any Parcel.

**Section 10 – Patio Construction; Exterior Surfaces.** Except as provided by Developer, any Sub-Developer and/or Builder in constructing a Dwelling, no person shall construct a patio or otherwise pave, brick or asphalt any exterior surface without obtaining the prior written approval of Developer or the Association, as set forth in Section 1 above.

**Section 11 – Uniform Exterior Maintenance.** Each Owner shall maintain the exterior of his Dwelling in the manner in which other Owners in the Properties maintain theirs, including periodic painting of the same color.

**Section 12 – Grading.** No changes shall be made in the original graded position of each Owner's Parcel.

**Section 13 – Original Exterior Maintenance.** The exterior walls, siding, trim, face brick and roof of a Dwelling shall be maintained in their original conditions and in a manner in conformity with the standard of maintenance of other Parcels in the Properties and no change of color shall be permitted on any exterior surface, the intent being to maintain uniformity of the exterior appearance of each Dwelling as in its original condition except with the prior writing approval of Developer or the Association, as set forth in Section 1 above.



**Section 14 – Pets.** No animals are permitted, except pets. The only pets which are permitted are one cat and one dog per Dwelling or two cats per Dwelling, and only such other pets which, by their nature, are at all times kept confined indoors, except a cat and dog may, occasionally, be kept outdoors, provided such pet does not, by barking or otherwise, disturb the Owner or occupant of any other Parcel in the Properties. All pet owners shall be responsible for the waste of their pets and any damages to property of others or the Association, which has the right to modify and amend this provision and provide whatever rules it deems best concerning all pets.

**Section 15 – Strict Compliance.** No Parcel shall be graded or changes, no tree killed, destroyed or removed from any Parcel, no building, garage, wall or other structure shall be erected, constructed, placed, situated or permitted to remain on any Parcel, nor shall the exterior of any such building, garage, wall or other structure be added to, deleted from, changed or remodeled, except in strict accordance with plans, specifications and drawings previously approved, in writing, by Developer or the Association, as set forth in Section 1 above.

**Section 16 – Prohibited Vehicle Parking.** No commercial truck, motor home or boat or other similar commercial or recreational vehicle shall be parked on the street or in any parking area and kept other than in the garage, except while engaged in transportation to or from a residence or in the event that it is necessary or incidental to the construction or repair of any building.

**Section 17 – No Increase in Insurance.** No person shall own or permit anything which will increase the rate or cause cancellation of the insurance of any other Owner.

**Section 18 – Immoral or Unlawful Use Prohibited.** No immoral or unlawful use shall be made of any Parcel.

**Section 19 – No Business.** No trade, business or occupation of any kind shall be conducted on any Parcel.

**Section 20 – Rental.** No Parcel shall be rented for a period of less than 90 days.

**Section 21 – Association Expenses.** Insurance, taxes and assessments incidental to the ownership of the Common Area and Facilities shall be paid for by the Association.

**Section 22 – Window Air Conditioners Prohibited.** No window air conditioners shall be permitted within any Dwelling or Parcel.

**Section 23 – Garbage and Refuse Disposal.** No Owner, occupant or tenant of any Parcel or Dwelling shall deposit or leave garbage waste, putrid substance, junk or other waste material on such Parcel or on any other part of Vantage Point Townhomes or on any private street or public property or in any lake, pond or water course, nor permit any other person to deposit any of such materials on any property owned by or in the possession of such Owner. An Owner, occupant or tenant of any Parcel or Dwelling may keep such garbage and refuse as shall necessarily accumulate from the last garbage and rubbish collection available for such Parcel or Dwelling, provided any such garbage is kept in sanitary containers which shall be

**ARTICLE XI  
FISCAL YEAR**

The fiscal year of the Corporation shall be the twelve month period ending on the last day of December.

**ARTICLE XII  
VOTING OF SHARES HELD BY THE CORPORATION**

The president, in person or by proxy or proxies appointed by the president, shall, on behalf of the Corporation, vote, act and consent with respect to any shares or other securities having voting rights issued by other corporations which the Corporation may own, as the president may in his or her discretion determine to be in the best interests of the Corporation, unless otherwise directed by the Board or by a committee of the Board authorized to act for it with respect to such matters.

**ARTICLE XIII  
RECORD OF MEMBERS AND TRUSTEES**

The secretary of the Corporation shall keep or cause to be kept a book, which may be included in and be a part of the book containing the minutes of meetings of Members and of trustees, in which shall be written in ink, or typed, the names of all Members and trustees, together with the last known address of each Member and trustee. There shall also be stated therein the date upon which each Member or trustee became such, and upon the termination of any membership or trusteeship for any cause, the facts relating thereto shall be recorded in said book together with the date of such termination. It shall be the duty of every Member and trustee, upon becoming such, to furnish forthwith to the secretary of the Corporation, for inclusion in such record, his or her then address, and likewise to report promptly to the secretary for inclusion in such record any change in any such address.

**ARTICLE XIV  
AMENDMENTS**

These Regulations may be amended or repealed by the Members by a majority vote at a meeting, or by written action of a majority of the Members without a meeting. No amendment shall impair or dilute any right of Members that is created and governed by the Declaration.

**ARTICLE XV  
GENERAL PROVISIONS**

**Section 1 – Conflicts.** In case of any conflicts between the Declaration and these Regulations, the Declaration shall govern and control.

**Section 2 – Copies of Notice to Mortgage Lenders.** If any Owner so requests in writing, the Board of Trustees shall give any specified mortgage holder a copy of any and all

notice permitted or required by the Declaration or these Regulations to be given to the Owner or Owners whose Parcel is subject to such mortgage or trust deed.

**Section 3 – Service of Notice on Devisees and Personal Representatives.** Notices required to be given any devisee or personal representative of a deceased Owner may be delivered either personally or by mail to such party at his, her or its address appearing on the records of the court wherein the estate of such deceased Owner is being administered.

**Section 4 – Disposition of Assets Upon Dissolution.** Upon dissolution of the Corporation, the assets, both real and personal, of the Corporation shall be dedicated to an appropriate public agency or utility or granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization, to be devoted to purposes as nearly the same (as practicable) as those to which such assets were required to be devoted by the Corporation. No such disposition of the Corporation's assets shall divest or diminish any right or title vested in any Member unless such divestiture or diminution is made in accordance with the provisions of the declaration, agreement or other instrument creating or granting such right or interest.

**Section 5 – Non-Waiver of Covenants.** No covenants, restriction, conditions, obligations or provisions contained in the Declaration or these Regulations 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.

**Section 6 – Agreements Binding.** All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declaration and/or these Regulations shall be deemed to be binding on all Owners, their successors, heirs and assigns.

**Section 7 – Severability.** The invalidity of any covenant, restriction, condition, limitation or any other provision of these Regulations, 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 Regulations.

**Section 8 – Gender.** Whenever the context requires, words used in the singular shall be construed to mean or include the plural, and vice versa, and pronouns of any gender shall be deemed to include and designate the masculine, feminine or neuter gender.



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
7/2/2002	200219202502	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	.00	.00	.00	.00

**Receipt**

This is not a bill. Please do not remit payment.

MARK CALABRASE  
TWO BERA COMMONS  
SUITE ONE  
BEREA, OH 44017

# STATE OF OHIO

**Ohio Secretary of State, J. Kenneth Blackwell**

**1328897**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for  
**VANTAGE POINT TOWNHOMES HOMEOWNERS ASSOCIATION, INC.**  
and, that said business records show the filing and recording of:

Document(s)

**DOMESTIC ARTICLES/NON-PROFIT**

Document No(s):

**200219202502**



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of  
the Secretary of State at Columbus,  
Ohio this 10th day of July, A.D.  
2002.

*J. Kenneth Blackwell*  
Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State  
Central Ohio: (614) 466-3910  
Toll Free: 1-877-SOS-FILE (1-877-767-7455)

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

Expedite this Form: (Select One)	
<del>Mail Form to Ohio Secretary of State</del>	
<input type="radio"/> Yes	PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of \$100 ***
<input checked="" type="radio"/> No	PO Box 670 Columbus, OH 43216

2002 JUL 10 PM 2:18

### INITIAL ARTICLES OF INCORPORATION

(For Domestic Profit or Non-Profit)

Filing Fee \$125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

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

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

Name of Corporation Vantage Point Townhomes HomeOwners Association, Inc.

Location Berea Cuyahoga  
(City) (County)

Effective Date July 12, 2002 Date specified can be no more than 90 days after date of filing.  
(mm/dd/yyyy)

Check here if additional provisions are attached

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

Purpose for which corporation is formed

The corporation is formed to provide for the acquisition, construction, management, maintenance and/or care  
of the corporation's property and more specifically, to exercise such powers, duties and responsibilities as may  
be delegated and assigned to it in connection with the residential development to be known as Vantage Point  
Town Homes in the City of Streetsboro, Portage County, Ohio.

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

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

(Refer to instructions if needed)

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