

BY-LAWS  
(CODE OF REGULATIONS)  
OF  
NORMANDY VILLAGE AT CROSS CREEK CONDOMINIUM

ARTICLE I

NAME AND LOCATION

The name of the Association is Normandy Village at Cross Creek Condominium Association, which Association is created pursuant to the Declaration and Chapter 5311 ORC as being the Unit Owners' Association for Normandy Village at Cross Creek Condominium. The initial principal office of the Association shall be at the office of Declarant as stated in the Declaration, and the place of meetings of the Unit Owners and of the Trustees shall be at such place in Summit County Ohio as the Trustees may from time to time designate.

ARTICLE II

DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Declaration of Normandy Village at Cross Creek Condominium (Phase I), ("the Declaration"), recorded simultaneously herewith with the Recorder of Summit County, Ohio.

ARTICLE III

UNIT OWNERS (MEMBERS)

Section 1. Composition. Each Unit owner, as defined in the Declaration, is a member of the Association.

Section 2. Annual Meetings. Regular annual meetings of the Unit owners shall be held in the first calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board.

Section 3. Special Meetings. Special meetings of the Unit owners may be called at any time by the president or by the Board, upon written request of Unit owners entitled to exercise one-fourth (1/4) or more of the voting power of Unit owners, and when required by the Condominium act.

Section 4. Notice of Meetings. Written notice of each meeting of Unit owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five (5)

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days before such meeting, to each Unit owner entitled to vote there at, addressed to the Unit owner's address last appearing on the books of the Association, or supplied by such Unit owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum. The unit owners present, in person or by proxy, at any duly called and noticed meeting of Unit owners, shall constitute a quorum for such meeting.

Section 6. Proxies. At any meeting of Unit owners, a Unit owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit owner of his, her or its Unit.

Section 7. Voting Power. Except as otherwise provided in the Condominium organizational documents, or by law, a majority of the voting power of Unit owners voting on any matter that may be determined by the Unitowners at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of Unit owners except as otherwise specifically provided in the Condominium organizational documents or by law.

Section 8. Action In Writing Without Meeting. Any action that could be taken by Unit owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit owners having not less than a majority of the voting power of Unit owners, or such greater proportion of the voting power as may be required by the Condominium organizational documents, or by law.

#### ARTICLE IV

##### BOARD OF TRUSTEES: (BOARD OF MANAGERS)

Section 1. Initial Trustees. The initial trustees shall be those three persons named as the initial Trustees in the Articles; ~~or~~ such other person or persons as may from time to time be substituted by the Declarant.

Section 2. Successor Trustees. The number, times of election, and terms of office of those who will serve as Trustees of the Association to succeed the initial Trustees, shall be as provided in the Declaration and these By-Laws.

Section 3. Removal. Excepting only Trustees named in the Articles or selected by Declarant, any Trustee may be removed from the Board with or without cause, by a majority vote of the Unit owners. In the event of the death, resignation or removal of a Trustee other than one named in the Articles or a substitute selected by the Declarant, that Trustee's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Unit owners, when a Trustee shall

be elected to complete the term of such deceased, resigned or removed Trustee. Declarant shall have the sole right to remove, with or without cause, any Trustee designated in the Articles, or a substitute selected by the Declarant, and select the successor of any Trustee so selected who dies, resigns is removed or leaves office for any reason before the election of Trustees by all of the Unit owners as provided in the Declaration.

Section 4. Nomination. Nominations for the election of Trustees to be elected by the Unit owners shall be made by a nominating committee. Nominations may also be made from the floor at the meetings. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two or more Unit owners appointed by the Board. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

Section 5. Election. Election to the Board by the Unit owners shall be by secret written ballot. At such elections, the Unit owners or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 6. Compensation. Unless otherwise determined by the Unit owners at a meeting duly called and noticed for such purpose, no Trustee shall receive compensation for any service rendered to the Association as a Trustee. However, any Trustee may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 7. Regular Meetings. Regular meetings of the Board shall be held no less than quarterly, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

Section 8. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by any three Trustees, after not less than three days notice to each Trustee.

Section 9. Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of Trustees entitled to cast a majority of the voting power of Trustees shall constitute a quorum for such meeting.

Section 10. Voting Power. Except as otherwise provided in the Condominium organizational documents, or by law, vote of a majority of the Trustees voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

→ In accordance with Ohio Revised Code Section 5311.08(A)(4)(a), any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, provided that each Board member can hear, participate and respond to every other Board member.

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Section 11. Action in Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Trustees.

Section 12. Powers. The Board shall exercise all powers and authority, under law, and under the provisions of the Condominium organizational documents, that are not specifically and exclusively reserved to the Unit owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- (a) take all actions deemed necessary or desirable to comply with all requirements of law, and the Condominium organizational documents;
- (b) obtain insurance coverage no less than that required pursuant to the Declaration;
- (c) enforce the covenants, conditions and restrictions set forth in the Declaration;
- (d) repair, maintain and improve the Common Areas;
- (e) establish, enforce, levy and collect assessments as provided in the Declaration;
- (f) adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of Unit owners, occupants and their guests thereon, and establish penalties for the infraction thereof;
- (g) suspend the voting rights of a Unit owner during any period in which such Unit owner shall be in default in the payment of any assessment levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium organizational documents);
- (h) declare the office of a member of the Board to be vacant in the event such Trustee shall be absent from three consecutive regular meetings of the Board;
- (i) authorize the officers to enter into one or more management agreements in order to facilitate the efficient operation of the property; (it shall be the primary purpose of such management agreements to provide for administration, management, repair and maintenance as provided in the Declaration, and the receipt and disbursement of funds as may be authorized by the Board - the terms of any management agreements shall be as determined by the Board to be in the best interest of the Association, subject, in all respects, to the provisions of the Condominium organizational documents); and

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- (j) do all things and take all actions permitted to be taken by the Association by law, or the Condominium organizational documents not specifically reserved thereby to others.

**Section 13. Duties.** I shall be the duty of the Board to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Unit owners at each annual meeting of Unit owners, or at any special meeting when such statement is requested in writing by Unit owners representing one-half (1/2) or more of the voting power of Unit owners;
- (b) supervise all officers, agent and employees of the Association and see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
  - (i) fix the amount of assessments against each Unit;
  - (ii) give written notice of each assessment to every Unit owner subject thereto within the time limit set forth therein; and
  - (iii) foreclose the lien against any property for which assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Unit owner(s) personally obligated to pay the same, or both;
- (d) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;
- (e) procure and maintain insurance as provided in the Declaration, and as the Board deems advisable;
- (f) cause all officers or employees handling Association funds to be bonded;
- (g) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;
- (h) cause the restrictions created by the Declaration to be enforced; and
- (i) take all other actions required to comply with all requirements of law and the Condominium organizational documents.

(k) In accordance with Ohio Revised Code Section 5311.081(B), in addition to all other powers enumerated herein, the Board may exercise all powers of the Association, including the power to do the following:

- (i) Hire and fire attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management and/or operation of the Condominium Property and the Association;
- (ii) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit Owners and relates to matters affecting the Condominium Property;
- (iii) Adopt rules that regulate the use or occupancy of Units, the maintenance, repair, replacement, modification, and appearance of Units, Common Elements, and Limited Common Elements when the actions regulated by those rules affect Common Elements or other Units;
- (iv) Grant easements, leases, licenses, and concessions through or over the Common Elements;
- (v) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;

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(vi) Enter a Unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Unit, or to the health or safety of the Occupants of that Unit or another Unit;

(vii) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.

## ARTICLE V

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OFFICERS

Section 1. Enumeration of Offices. The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. No officer need be a member of the Association nor need any officer be a Trustee. The same person may hold more than one office.

Section 2. Selection and Term. Except as otherwise specifically provided in the Declaration or by law, the officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

Section 3. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

- (a) President. The president shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.
- (b) Secretary. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Unit owners, serve notice of meetings of the Board and of the Unit owners, keep appropriate correct records showing the names of Unit owners of the Association together with their addresses, and shall act in the place and stead of the president in the event of the president's absence or refusal to act.
- (c) Treasurer. The treasurer shall assume responsibility for the receipt and deposit in appropriate bank accounts of all monies of the Association, the disbursement of such funds as directed by resolution of the Board, the keeping of proper books of account, the preparation of an annual

budget and a statement of income and expenditures to be presented to the Unit owners at annual meetings, and the delivery or mailing of a copy of each to each of the Unit owners.

#### ARTICLE VI

##### COMMITTEES

The Board shall appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes.

#### ARTICLE VII

##### BOOKS AND RECORDS

The books, records and financial statements of the Association, including annual audited financial statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Unit owners and the holders and insurers of first mortgages on Units. Likewise, during normal business hours or under other reasonable circumstances, the Association shall have available for inspection by Unit owners, lenders and their insurers, and prospective purchasers, current copies of the Condominium organizational documents and the rules and regulations governing operation of the Condominium.

#### ARTICLE VIII

##### AUDITS

Upon written request to the Association by an institutional first mortgagee of a Unit, or its insurer, or by vote of the holders of a majority of the voting power of Unit owners, the Board shall cause the preparation and furnishing to those requesting of an audited financial statement of the Association for the preceding fiscal year, provided that no such statement need be furnished earlier than ninety (90) days following the end of such fiscal year.

#### ARTICLE IX

##### FISCAL YEAR

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

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ARTICLE X

AMENDMENTS

Any modification or amendment of these By-Laws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms and conditions set forth therein, and shall be effective from the time a certificate setting forth such modification or amendment is delivered for recording to the Recorder of the county in which the Condominium is located.

IN TESTIMONY WHEREOF, the undersigned, the sole member of the Association, has caused these By-Laws to be duly adopted on or as of the \_\_\_\_\_ day of \_\_\_\_\_, 1991.

By \_\_\_\_\_  
Sole Member



**LEGAL DESCRIPTION**  
**Normandy Village at Cross Creek Condominium**  
**Phase I**

Situated in the City of Akron, County of Summit, State of Ohio and known as being part of Block "A", Cross Creek (Phase Two South) as recorded in Cabinet E, Slides 333 - 334 of the Summit County Record of Plats and more fully described as follows:

Beginning at a point which is the northwesterly corner of said Block "A";

Thence S 89° 57' 25" E a distance of 193.63 feet to a point on the westerly line of Valley Road (50 feet wide);

Thence along the westerly line of said Valley Road along the arc of a circle curving to the left having a central angle of 11° 13' 24", a radius of 425.00 feet, a tangent of 41.76 feet, a chord of 83.12 feet, chord bearing S 15° 41' 55" E, and an arc length of 83.25 feet to a point;

Thence N 89° 57' 25" W a distance of 216.17 feet to a point;

Thence N 00° 02' 35" E a distance of 80.00 feet to a point which is the True Place of Beginning and containing 0.3737 Acres of land, more or less, as determined in July, 1992 by Gary R. Rouse, Registered Surveyor, with Giffels, Bergstrom & Fricker, Inc., but subject to all legal highways and any restrictions, reservations or easements of record.

EXHIBIT "B"

(Legal Description of Condominium Property)

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UNIT PERCENTAGES OF UNDIVIDED INTEREST IN COMMON AREAS

<u>UNIT</u>	<u>Percentage Interest</u>
# 2810	100.00 %

EXHIBIT "C"

Situated in the City of Akron, County of Summit and State of Ohio and known as being All of Block "A" and all of Block "B" of Cross Creek (Phase Two South) as recorded in Cabinet E, Slides 333 - 334, Summit County Record of Plats,

EXCEPTING THEREFROM THE FOLLOWING:

Situated in the City of Akron, County of Summit, State of Ohio and known as being part of Block "A", Cross Creek (Phase Two South) as recorded in Cabinet E, Slides 333 - 334 of the Summit County Record of Plats and more fully described as follows:

Beginning at a point which is the northwesterly corner of said Block "A";

Thence S 89° 57' 25" E a distance of 193.63 feet to a point on the westerly line of Valley Road (50 feet wide);

Thence along the westerly line of said Valley Road along the arc of a circle curving to the left having a central angle of 11° 13' 24", a radius of 425.00 feet, a tangent of 41.76 feet, a chord of 83.12 feet, chord bearing S 15° 41' 55" E, and an arc length of 83.25 feet to a point;

Thence N 89° 57' 25" W a distance of 216.17 feet to a point;

Thence N 00° 02' 35" E a distance of 80.00 feet to a point which is the True Place of Beginning and containing 0.3737 Acres of land, more or less, as determined in July, 1992 by Gary R. Rouse, Registered Surveyor, with Giffels, Bergstrom & Fricker, Inc., but subject to all legal highways and any restrictions, reservations or easements of record.

EXHIBIT "D"

(Legal Description of Future Expandable Area)

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LTIC BOX

COUNTY OF SUMMIT  
RECEIVED & RECORDED

92 JUL 30 AM 10: 21

RALPH JAMES - RECORDER

FEE \$ PLAT - 129.60  
DEL - 95.00

224.60

MAIL TO:

<sup>E</sup>  
754155 <sup>333</sup>  
O.R. 1037 PG. 385-429  
CAB H  
SLIDE 405-410

DOCUMENT NUMBER

OFFICIAL RECORD  
(DO NOT REMOVE FROM RECORD  
(PAGE 1 OF RECORD)

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