

BYLAWS

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OF

HILLBROOK ASSOCIATION

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OF

HILLBROOK ASSOCIATION

ARTICLE I

Name and Location

The name of the Corporation is HILLBROOK ASSOCIATION. The principal office of the Corporation shall be located at Brecksville, Ohio, but meetings of members and trustees may be held at such places within the State of Ohio as may be designated by the Board of Trustees.

ARTICLE II

Definitions

The following definitions are applicable to these Bylaws:

- Section 1. "ARTICLES" means the Articles of Incorporation of HILLBROOK ASSOCIATION.
- Section 2. "ASSESSMENTS" means the charges payable by Members pursuant to Paragraph 7 of the Declaration.
- Section 3. "ASSOCIATION" means Hillbrook Association, an Ohio non-profit corporation.
- Section 4. "BOARD" means the Board of Trustees of the Association.
- Section 5. "COMMON AREA" means all the real property (including the improvements thereto and facilities thereon) owned by the Association for the common use and enjoyment of the Owners.
- Section 6. "DECLARANT" means MYLES LAND COMPANY. It means, also, the successors and assigns of MYLES LAND COMPANY.
- Section 7. "DECLARATION" means that certain Declaration of Easements, Covenants and Restrictions for Hillbrook entered into by Declarant for the Property. The Declaration is incorporated by reference herein.

- Section 8. "DEVELOPMENT PERIOD" means the period of time beginning on the date hereof and ending on the earlier of (i) December 31, 2005, (ii) the date Declarant files with the Cuyahoga County Recorder an instrument, signed by Declarant, witnessed and acknowledged as provided in R.C. 5301.01, declaring the Development Period ended, or (iii) the date all Lots have been sold by Declarant to bona fide purchasers for value. For purposes of item (iii) of this subparagraph (f), the Expansion Area will be deemed to contain Lots owned by Declarant, even if Declarant does not own the Expansion Area, until Declarant acquires, subdivides and sells the Lots platted in the Expansion Area.
- Section 9. "EXPANSION AREA" means the lands described on EXHIBIT B, which Declarant may annex to the Property and make subject to the Declaration.
- Section 10. "LOT" means any subplot shown upon the Plat of the Property filed with the Cuyahoga County Recorder and on any plat(s) of any of the lands in the Expansion Area which Declarant annexes to the Property and makes subject to the Declaration. The Common Area shall not be a Lot.
- Section 11. "MEMBER" means a member of the Association, being the Declarant and Owners, as more fully set forth in Article Fifth of the Articles of Incorporation of the Association.
- Section 12. "OCCUPANT" means a natural person who lives in a Unit.
- Section 13. "OWNER" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including persons purchasing a Lot under a recorded land installment contract, but excluding persons having such interest merely as security for the performance of an obligation. Sellers under a recorded land installment contract for a Lot shall be deemed to be persons having an interest merely as security for the performance of an obligation. A lessee under a lease of a Lot having an initial fixed term of fifty (50) years or more, which has been recorded or for which a memorandum of lease has been recorded, shall be deemed to be the Owner of the Lot.

Section 14. "PERSON" means a natural person or corporation, partnership, limited liability company, trust or other entity.

Section 15. "PROPERTY" means the real property described on EXHIBIT A and lands in the Expansion Area which are annexed and subjected to the Declaration by Declarant. Lands in the Expansion Area shall not be deemed to be Property until and unless they are annexed and submitted to the Declaration.

Section 16. "UNIT" means an enclosed, separate dwelling on a Lot providing separate and complete living, cooking, sleeping, bathing and toilet facilities for one family.

ARTICLE III

Meeting of Members

Section 1 - Annual Meeting.

The first annual meeting of the Members shall be held within one year after a Lot containing a completed Unit for which an Occupancy Permit has been issued by the City of Brecksville is conveyed to a bona fide purchaser for value. Each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 o'clock, P.M. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2 - Special Meetings.

Special meetings of the members may be called at any time by the president of the Board or upon written request of the Members who are entitled to vote and possess one-fourth of the voting power of the Association.

Section 3 - Notice of Meetings.

Written notice of each meeting of the Members 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 15 days before such meeting to each Member entitled to vote thereat, addressed to the Member's Lot of the address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Notice of a meeting may, also, be given by delivering a

copy of the notice to the Unit of the Member, unless the Member has given notice to the Association that notices to him are to be given elsewhere, in which case the notice of meeting shall be mailed or delivered to such address. The notice of meeting shall specify the place, date and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4 - Quorum.

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The presence at the meeting of Members entitled to cast (or of proxies entitled to cast) one-fourth of the votes of the Association shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration or these Bylaws. If one-fourth of the votes equals a whole number plus a fraction, the fraction, however small, shall be rounded upward to a whole number. For example, if there are 114 votes, Members holding 29 votes would have to be present to constitute a quorum: $1/4 \times 114 = 28.5 = 29$. If such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5 - Proxies.

At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot, except in the case of Declarant, who has 73 votes plus one vote for every Lot owned by Declarant until the end of the Development Period.

ARTICLE IV

Board of Trustees; Selection; Term of Office

Section 1 - Number.

Until the first annual meeting of Members, the affairs of this Association shall be managed by a Board of three (3) Trustees, to wit:

<u>Name</u>	<u>Address</u>
David Snider	7650 Chippewa Road Suite 210 Brecksville, Ohio 44141
Sam Cannata	7650 Chippewa Road Suite 210 Brecksville, Ohio 44141
Lisa M. Schill	7650 Chippewa Road Suite 210 Brecksville, Ohio 44141

From and after this first annual meeting of Members, the Board shall consist of five (5) Trustees. Trustees need not be members of the Association.

Section 2 - Term of Office.

At the first annual meeting the Members shall elect two Trustees for a term of one year and three Trustees for a term of two years. At each subsequent annual meeting the Members shall elect Trustees for 2-year terms to fill the vacancies created by the expiration of the Trustees' terms. A Trustee may serve more than one term if re-elected by the Members.

Section 3 - Removal.

Any Trustee may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Trustee, a successor-trustee shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4 - Compensation.

No Trustee shall receive compensation for any service he may render to the Association as Trustee. However, any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V

Nomination and Election of Trustees

Section 1 - Nomination.

Nomination for election to the Board of Trustees may be made by a Nominating Committee but Members shall have the right to make nominations from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Trustees and one or more Members of the Association. If the Board elects to appoint a Nominating Committee, it shall be appointed by the Board prior to the giving of the written notice of the annual meeting of the Members. The Committee shall serve from the date of its appointment to the close of the first succeeding annual meeting. The names of the persons appointed to a Nominating Committee shall be announced to the Members with the written notice of the annual meeting or at any time after the appointment of the Committee and prior to the giving of the notice of the annual meeting.

The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nomination may be made from among Members or non-members.

Section 2 - Election.

(a) Prior to the End of the Development Period

No member shall have the right to vote cumulatively at any election of Trustees prior to the end of the Development Period; that is, no Member shall have the right to cumulate his votes and give one candidate as many votes as the number of trustees being elected multiplied by the number of his votes shall equal, or to distribute them on the same principle among as many candidates as he shall see fit. The persons receiving the largest number of votes shall be elected.

(b) After the End of the Development Period

After the end of the Development Period, elections to the Board of Trustees shall be by cumulative vote, that is, each Member shall have the right to vote the number of votes owned by him for as many persons as there are Trustees to be elected, or to cumulate such votes and give one candidate as many votes as the number of trustees being elected multiplied by the number of his votes shall equal, or to distribute them on the same principle among as many candidates as he shall see fit. The persons receiving the largest number of votes shall be elected.

ARTICLE VI

Meetings of Trustees

Section 1 - Regular Meetings.

Regular meetings of the Board of Trustees may be held without notice, at such times and places as may be fixed from time to time by resolution of the Board, but at least four such meetings shall be held each year.

Section 2 - Special Meetings.

Special meetings of the Board shall be held when called by the President of the Association, or by any two Trustees, after not less than three days' notice to each Trustee.

Section 3 - Quorum.

A majority of the number of Trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Trustees present (as distinct from a majority of those voting) at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

Powers and Duties of the Board of Trustees

Section 1 - Powers.

The Board of Trustees shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area by Members, Occupants and guests, and the personal conduct of the Members, Occupants and guests thereon, and to establish penalties (including fines) for the infraction thereof.

(b) Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended for a period not to exceed 360 days for infraction of the covenants, restrictions, or conditions of the Declaration or for any infraction of the Association's rules and regulations.

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association pursuant to the Declaration, Articles and these Bylaws unless expressly reserved to the membership by other provisions of these Bylaws, the Articles or the Declaration.

(d) Declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent from three consecutive regular meetings of the Board.

(e) Employ a managing agent, independent contractors, and such employees as they deem necessary and to prescribe their duties.

(f) Authorize and perform such other acts as may be reasonably necessary or proper to carry out the purposes of this Association, unless expressly reserved to the membership by other provisions of these Bylaws, the Articles or the Declaration.

It shall be the duty of the Board of Trustees to implement and carry out the provisions of the Declaration, Articles and these Bylaws, including without limitation the duty to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth of the voting power of the Association which is entitled to vote.

(b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.

(c) As more fully provided in the Declaration:

- (i) Fix the amount of the annual Assessment against each Lot at least 30 days in advance of each annual Assessment period. (The failure to so fix an annual assessment shall not relieve any Owner from paying an Assessment when one is fixed or from paying the Assessment last fixed.)
- (ii) Send written notice of each annual Assessment to every Owner subject thereto at least 30 days in advance of each annual Assessment period. (The failure to send such notice within such time shall not relieve any Owner from paying an Assessment when the Owner does receive notice of the Assessment of which the Owner last had notice.)
- (iii) Fix and give notice of such special Assessments as may be reasonably necessary and establish the time or times for the payment of such special Assessments.
- (iv) Collect delinquent Assessments and charges by foreclosing the lien against any property for which Assessments are not paid within 30 days after due date, bringing an action at law against the Owner personally obligated to pay the same, or initiating such other remedies or actions (including the right to forebear or postpone the prosecution of any authorized procedure) which the Board deems necessary or proper in the premises.

(d) Issue, or cause an appropriate officer or the Association's managing agent to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) Procure and maintain liability insurance in respect to the Common Areas.

(f) Cause the Common Area and those portions of the Lots and Units specified in the Declaration to maintained as specified in the Declaration.

(g) Pay before they become delinquent the taxes and assessments levied against the property owned by the Association.

(h) Subject to the provisions of the Declaration, procure and pay for all utilities necessary for the operation of the Common Area and facilities, and reimburse Owners for water and electric charges payable by them in cases provided for in the Declaration.

(i) Adopt rules for the management and operation of the Common Area and facilities.

(j) Take all actions reasonably necessary in the circumstances to enforce the covenants and restrictions set forth in the Declaration.

ARTICLE VIII

Actions Without Meeting

Section 1 - Members.

Any action which may be authorized or taken at a meeting of the Members may be authorized or taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by, Members in each holding a majority of the voting power of the Association, unless the Declaration, Articles or these Bylaws require a greater percentage or number of votes for the particular act to be taken, in which case Members holding such greater percentage and number of votes shall approve that action in a writing or writings signed by them.

Section 2 - Board of Trustees.

Any action which may be authorized or taken at a meeting of the Trustees may be authorized or taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by, all of the Trustees.

Section 3 - Recording of Actions.

Any writings made pursuant to this Article shall be filed with or entered upon the records of the Association. Any certificate with respect to the authorization or taking of any such action which is required to be filed in the office of the Secretary of State of the State of Ohio shall recite that the authorization or taking of such action was in a writing or writings approved and signed as specified in Section 1702.25 of the Ohio Revised Code and by the Bylaws of the Association.

ARTICLE IX

Officers and their Duties

Section 1 - Enumeration of Officers.

The officers of this Association shall be a president, a secretary, and a treasurer, who shall at all times be Members of the Board, and such other officers as the Board may from time to time by resolution create.

Section 2 - Election of Officers.

The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

Section 3 - Term.

The officers of this Association shall be elected annually by the Board and each shall hold office for one year and until their successors are elected, unless they shall sooner resign or shall be removed or otherwise disqualified to serve. Officers may serve for more than one term if re-elected by the Board.

Section 4 - 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 5 - Resignation and Removal.

Any officer may be removed from office 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 unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6 - Vacancies.

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

Section 7 - Multiple Officers.

The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8 - Duties.

The duties of the officers are as follows:

(a) President

The president shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks in excess of \$1,000, unless the Association has hired a managing agent, in which case, checks in excess of \$1,000 may be signed by either the President or Treasurer, and all promissory notes.

(b) Vice-President

If the Board by resolution authorizes the election of a vice-president, the vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary

The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses and shall perform such other duties

as required by the Board. The secretary shall act in the place and stead of the president in the event of his absence, inability or refusal to act and if there shall be no vice-president.

(d) Treasurer

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, disburse such funds as directed by resolution of the Board, sign all checks and promissory notes of the Association (except when the Association has a managing agent, check under \$1,000 may be signed by a representative of the managing agent, alone, and checks in excess of \$1,000 may be signed either by the Treasurer or the President), keep proper books of account, cause an annual audit of the Association books to be made at the completion of each fiscal year if required in writing by 25 percent or more of the voting power of the Association, and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members. Funds of the association in excess of those required for immediate disbursement may be maintained in a savings association, in a savings and loan association, in certificates of deposit, or in obligations of the federal or Ohio governments or their agencies.

ARTICLE X

Committees

The Board may appoint a Nominating Committee, as provided in these Bylaws, and such other committees as it deems appropriate to carry out its purposes.

ARTICLE XI

Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member, by any accountant or attorney designated by a Member, by any person holding a general power of attorney from a Member or a special power of attorney given for the purpose of making the inspection, and by the representative of any first mortgagee of a Sublot. The Declaration, Articles and these Bylaws of the Association shall be available for inspection by any of the foregoing at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII

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Assessments

Section 1 - Assessments.

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special Assessments which shall be secured by a continuing lien upon the property against which the Assessment is made. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within 30 days after the due date, the Assessment shall bear interest from the due date at the rate declared by National City Bank from time to time to be its "prime," plus three points; PROVIDED THAT if such rate of interest should be usurious, then the rate shall be the highest rate that may be charged without being usurious. Each unpaid Assessment shall, further, bear in addition to interest, a late charge, determined by the Board, if not paid within a time established by the Board. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. Interest, late charges, estimates of all costs of collection and foreclosure, and reasonable attorney's fees shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot. This Section shall not limit or restrict the rights of the Association and the duties of the Owners set forth in Section 2 of this ARTICLE XII.

Section 2 - Security Deposits from Certain Owners.

(a) If in the judgment of the Board the equity of the persons owning a Lot or a Lot and Unit at any time is not sufficient to secure payment (whether by foreclosure of the lien in favor of the Association, or otherwise) of all Assessments, charges or other sums which may be levied by the Association during a one-year period, then whether or not such Owner shall be delinquent in the payments of any Assessments, the Association shall have the right to require such Owner to pay to the Association a security deposit in an amount equal to one year's current Assessment. In the event that any Owner shall fail to pay any Assessments, charges or other sums which may be due hereunder or shall otherwise violate any covenants, terms and conditions of the Declaration, the Articles, or these Bylaws, the Association shall have the rights, but not the obligation, to apply such security deposit to the unpaid Assessment and in reduction of its alleged damages resulting from such failure or violation, which right shall be in addition to all other remedies provided for in the Declaration or these Bylaws. Upon any sale by such Owner of his Lot, and Unit, or at such time as such Owner's equity in his Lot or Unit is sufficiently great to dispense with the necessity of such security deposit, any unapplied balance of said security deposit remaining to the credit of said

Owner shall be refunded, provided that such Owner shall not be in default under any of his obligations under the Declaration, the Articles or these Bylaws. The Association shall have the right to maintain all security deposits held by it as aforesaid in a single bank account and shall not be required to credit interest thereon to any Owner. Interest received, if any, shall be paid to and retained by the Association. Said security deposit shall at all times be subject and subordinate to the lien in favor of the Association as described in the Declaration and all rights thereto shall inure to the benefit of the lienor.

(b) Anything in the foregoing subparagraph (a) to the contrary notwithstanding, if an Owner becomes in arrears in the payment of his Assessments in an amount equal to four-twelfths of his share of the annual Assessments, or if an Owner is more than ten days late in paying his Assessments on six different occasions in any twelve consecutive months, the Association shall have the right to require such Owner to pay to the Association, and the Owner shall pay to the Association, a security deposit in an amount equal to such Owner's share of the current annual Assessment plus the Board's estimate of all special Assessments which may be levied against such Owner's Lot during the next ensuing twelve-month period. Such security deposit shall be held, used and applied in the same manner as the security deposit provided for in the foregoing subparagraph (a), except that the security deposit shall be held until there elapses a period of not less than twenty-four months (i) during which there shall have been no default or delay of any kind whatsoever by such Owner in making payment of the Assessments against his Lot and (ii) during which the Owner and/or Occupant of his Unit shall not have violated any provisions of the Declaration, Articles, Bylaws or Rules of this Association, including provisions not related to the payment of money. Upon the sale by such Owner of his Lot, any unapplied balance of the security deposit remaining to the credit of said Owner shall be refunded, even though a twenty-four month default-free period had not then occurred.

(c) The Association shall have all of the rights to collect any security deposit provided for in the foregoing subparagraphs (a) and (b) from such Owner that it has to collect an Assessment against the Owner and the Owner's Lot, the amount of such security deposit being deemed to be an Assessment until it is actually received by the Association.

ARTICLE XIII

Corporate Seal

The Association shall not have a corporate seal.

ARTICLE XIV

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Amendments

These Bylaws may be amended at a regular or special meeting of the Members by a vote of Members holding not less than 66 2/3% of the voting power of the Association.

ARTICLE XV

Priority of Documents

In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration, the Articles, and these Bylaws, the Declaration shall control.

ARTICLE XVI

Miscellaneous

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.

IN WITNESS WHEREOF, we, being all of the Trustees of HILLBROOK ASSOCIATION, have hereunto set our hands this ____ day of July, 1996.

David Snider

Sam Cannata

Lisa M. Schill

CERTIFICATION

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I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the HILLBROOK ASSOCIATION, an Ohio non-profit corporation; and

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Trustees thereof, held on the ____ day of July, 1996.

IN WITNESS WHEREOF, I have hereunto subscribed my name this ____ day of July, 1996.

Sam Cannata

Secretary

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