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 AMENDED AND RESTATED  
 BROOK POINT VILLAGE II CONDOMINIUM ASSOCIATION  
 BYLAWS

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**EXHIBIT "A"**

**DOC # 56632075**



**AMENDED AND RESTATED  
BROOK POINT VILLAGE II CONDOMINIUM ASSOCIATION**

**BYLAWS**

The within Bylaws are executed and attached as Exhibit "A" to the Declaration of Condominium Ownership of Brook Point Village II Condominium pursuant to Chapter 5311 of the Ohio Revised Code. Their purpose is to provide for the establishment of Unit Owners' Association for the government of the Condominium Property in the manner provided for by the Declaration and these Bylaws. All present or future Unit owners or tenants, their employees, or any other person who might use the facilities of the Condominium Property in any manner shall be subject to the covenants, provisions, or regulations contained in the Declaration and these Bylaws and shall be subject to any restriction, condition, or regulations hereafter adopted by the Directors, which shall be called the BOARD of the Directors of the Association. The mere acquisition or rental of any of the Units located within the Condominium Property described in the Declaration, or the mere act of occupancy of any of the Units will constitute acceptance and ratification of the Declaration and these Bylaws and the rules and regulations adopted pursuant thereto.

**ARTICLE I**

**THE ASSOCIATION**

**Section 1. Name and Purpose of the Association.**

The name of this Association shall be Brook Point Village II Condominium Association and its sole purpose shall be to manage, govern and control Brook Point Village II Condominium hereinafter sometimes referred to as CONDOMINIUM, in accordance with the Declaration of said CONDOMINIUM, and to carry out the purpose and intent of Chapter 5311 of the Ohio Revised Code.

**Section 2. Membership.**

Each Unit Owner upon the acquisition of title to a Unit, shall be a member of Brook Point Village Condominium, hereinafter sometimes referred to as the ASSOCIATION. Such membership shall terminate upon the sale or other disposition by such member of his Unit, at which time the new Unit owner of such Unit shall become a member of the ASSOCIATION.



**Section 3. Voting.**

Each Unit Owner shall have the voting power in proportion to such Unit Owner's percentage of interest in the Common Elements as set forth in Exhibit "C" of the Declaration of Condominium Ownership of Brook Point Village II Condominium. This voting power can be exercised by the Owner or Owners of a Unit, his or her heirs, assigns, devisees, or personal representatives.

**Section 4. Organization.**

The ASSOCIATION shall be established not later than the date the deed to the first Unit sold in the Condominium is filed for record.

Until the ASSOCIATION is formed, the developer shall act in all instances where action of the ASSOCIATION, its BOARD or its Officers is authorized or required by law or by the Declaration. Not later than the time that the condominium interest to which twenty-five (25) percent of the undivided interest in the Common Elements appertain have been sold and conveyed by the developer, the ASSOCIATION shall meet and the Unit owners, other than the developer, shall elect not less than twenty-five (25) percent of the Board of Directors. Not later than the time that condominium ownership interests to which fifty (50) percent of the undivided interest appertain have been sold and conveyed, such Unit owners shall elect not less than thirty-three and one third (33.1/3) percent of the members of the Board of Directors.

**Section 5. Meetings.**

(a) **Annual Meeting.** There shall be an annual meeting of the Unit owners held in Summit County, Ohio, each year, within the first twenty-one (21) days of April, or at a time and place determined by the BOARD then in office. At the Annual Meeting, the Unit owners shall elect the necessary member or members to the BOARD for the year ensuing.

(b) **Special Meetings.** Special Meetings may be called by the President, Vice President or Secretary-Treasurer or by Unit Owners constituting at least fifty percent (50%) of the voting power by written notice mailed to each Unit owner at least five (5) days prior to the time and place for such meeting as shown in such notice. Notice of such meeting may be waived in writing by those entitled to notice. Special Meetings shall be presided over and conducted by the President, or in his absence, the Vice President or Secretary-Treasurer in that order. Unless otherwise indicated in the notice thereof, any business may be transacted at any organizational, regular or special meeting.



(c) **Actions without a Meeting.** All actions except the removal of officers, which may be taken at a meeting of the Association, may be taken without a meeting with the unanimous consent in writing, signed by each member of the Association, and shall be filed with the minutes and proceedings of the Association.

(d) **Proxy.** Members may vote or act in person or by proxy. The person appointed as proxy need not be a member of the Association. Designation by a member or members of a proxy to vote or act on his or their behalf shall be made in writing to the Secretary-Treasurer of the Association and shall be revocable at any time.

(e) **Quorum.** To constitute a quorum at the Annual or any Special Meeting, at least fifty percent (50%) of the voting power of the Association must be present at such meeting.

## ARTICLE II

### BOARD OF MANAGERS

#### Section 1. Number and Qualifications.

The BOARD shall consist of a minimum of three persons, all of whom must be owners and occupants of a Unit. (President, Vice President, Sec./Treas.) (The Secretary/Treasurer position may be combined or separate positions, as determined by the membership and/or the BOARD, and in accordance with the Declaration and Bylaws.)

Pursuant to Ohio Revised Code Section 5311.08(A)(1), provides all power and authority of the Unit Owners' Association shall be exercised by a Board of Directors, which the Unit owners shall elect from among the Unit owners or the spouses of Unit owners.

#### Section 2. Election of Directors.

The Directors shall be elected at each Annual Meeting of the members of the Association or at a Special Meeting called for the purpose of electing Directors. At meetings of members of the Association at which Directors are to be elected, only persons nominated as candidates, receiving the greatest number of votes shall be elected.



**Section 3. Term of Office; Compensation.**

At the first Annual Meeting of the members of the Association, the term of office of three (3) Directors elected shall be as follows:

One (1) BOARD member shall be elected for a term of one (1) year;

One (1) BOARD member shall be elected for a term of two (2) years;

One (1) BOARD member shall be elected for a term of three (3) years;

Thereafter, all BOARD members elected shall serve three (3) year terms until his successor is elected, or until his earlier resignation from office, removal from office, or death. Members of the BOARD shall serve without compensation.

**Section 4. Vacancies and Resignations.**

In the event of the occurrence of any vacancy or vacancies in the BOARD, the vacancy created thereby shall be filled by a special election held of the total membership to elect a member to fill the unexpired term or any vacancy; said election to be otherwise held as a regular election. Any Director may resign at any time by written statement to that effect delivered to the Secretary-Treasurer of the Association, such resignation to take effect immediately or at such other time as the Director may specify.

**Section 5. Powers and Duties.**

The BOARD shall have the duty to direct the management of the operation of the Condominium Property and exercise the powers of the Association, except as otherwise provided in these Bylaws or in the Declaration, and shall have such powers as shall be delegated to it by the Association.

**Section 6. Annual Organizational Meeting.**

Immediately after each Annual Meeting of the members of the Association, the newly elected Directors and those Directors whose terms hold over shall hold an Organizational Meeting for the purposes of electing officers and transacting any other business. Notice of such meeting need not be given.

**Section 7. Regular Meetings.**

Regular meetings of the BOARD may be held at such times and places as shall be determined by a majority of the BOARD members, but at least six (6) such meetings shall be held during each fiscal year. Such meetings shall be held within the County of SUMMIT, Ohio, and not elsewhere.

Pursuant to Ohio Revised Code Section 5311.08(A)(4)(a), a meeting of the Board of Directors may be held by any method of communication, including electronic or



telephonic communication provided that each member of the Board can hear, participate, and respond to every other member of the Board.

**Section 8. Special Meetings.**

Special Meetings of the BOARD may be held at any time upon call by the President or any two (2) Directors. Written notice of the time and place of each meeting shall be given to each Director, either by personal delivery or by mail, telegram or telephone at least two (2) days before the meeting. Said notice need not specify the purpose of the meeting; provided however, that attendance of any Director at any such meeting without protesting prior to or at the commencement of the meeting, shall be deemed to be waiver of notice by him. Such notice may be waived in writing, either before or after such meeting, by any Director, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated, in the notice thereof, any business may be transacted at any organizational, regular or special meeting.

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

**Section 9. Actions without a Meeting.**

All actions, except removal of an officer, which must be taken at a meeting of the ASSOCIATION, may be taken without a meeting with the unanimous consent in writing of all the members of the BOARD. Such writing, signed by each member of the BOARD, shall be filed with the minutes and proceedings of the BOARD.

**Section 10. Quorum.**

A quorum of the BOARD shall consist of a majority of the Directors present at any meeting duly held. Whether or not a quorum is present, any meeting may be adjourned from time to time; if any meeting is adjourned, notice of such adjournment is fixed and announced at such meeting. At each meeting of the BOARD at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration and these Bylaws.

**Section 11. Removal Procedure.**

At any regular or special meeting of the members of the Association duly called, at which a quorum is present, any one or more of the Directors may be removed, with



or without cause by a vote of the members entitled to exercise at least seventy five percent (75%) of the voting power of the Association. Any Director whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meetings. A successor or successors to such Director or Directors so removed shall then and there be elected to fill the vacancy or vacancies thus created.

#### **Section 12. Bond Required.**

The BOARD shall require that all officers and employees of the Association handling or responsible for Association funds furnish adequate Financial Responsibility Bonds. The premiums on such bonds shall be paid by the Association and shall be a common expense.

### **ARTICLE III**

#### **OFFICERS**

##### **Section 1. Election of Officers; Appointments.**

At the first meeting of the BOARD in each year at which a quorum shall be present, held after the Annual Meeting of the Unit Owners' Association, the BOARD shall elect officers and employees as it shall determine. They may also appoint an executive committee or any special committees. The officers of the Association shall be a minimum of: President, Vice President, and Secretary/Treasurer (The Sec/Treas. office may be combined or separate offices, i.e. Secretary and Treasurer, as determined by the Board and the Association membership, and in accordance with the Bylaws & Declaration of the Association.)

##### **Section 2. Term of Office, Removal, Vacancies.**

The Officers of the Association shall be elected for a term of one (1) year by the BOARD and shall serve until their successors are elected and qualified. Any officer or employee elected or appointed by the BOARD may be removed at any time upon a vote of a majority of the BOARD. Any vacancy in any office may be filled by the BOARD upon a vote of a majority of the whole BOARD.

##### **Section 3. Powers & Duties.**

The President shall conduct all meetings of the ASSOCIATION and the BOARD: the Vice President or the Secretary, or Treasurer, in that order, shall act in the absence of the President. The Secretary shall keep the minutes of the ASSOCIATION and BOARD meetings. The Treasurer shall keep the financial



affairs of the Association, including the deposit of funds, shall write and sign checks for the legitimate expenses of the Association as authorized by the BOARD, and prepare and maintain the records required by Ohio Revised Code Section 5311.09.

## ARTICLE IV

### MAINTENANCE AND PERMANENT IMPROVEMENTS

#### Section 1. Expenditures Paid from Maintenance Funds.

The Association for the benefit of all Unit owners, shall acquire, and shall pay for out of the maintenance fund hereinafter provided for, the following:

(a) **Utility Service - Common Elements.**

Water, waste removal, electricity, telephone, heat, power or any other necessary utility service for the Common Elements, but not in the individual Units:

(b) **Insurance.**

(1) **Casualty Insurance.** A policy or policies of fire insurance, with extended coverage, vandalism and malicious mischief endorsements, as provided in the Declaration, the amount of which insurance shall be reviewed annually.

(2) **Liability Insurance.** A policy or policies insuring the Association, the members of the BOARD and the Owners against any liability to the public or the Owners of Units and of the Common Elements, and their invitees or tenants incident to the ownership and/or use of the Common Elements and Units, as provided in the Declaration, the limits of which policy shall be reviewed annually.

(3) **Workmen's Compensation.** Workmen's Compensation insurance to the extent necessary to comply with any applicable law.

(c) **Wages and Fees for Services.** The services of any person or firm employed by the Association, including the services of any person or persons required for the maintenance of or operation of the Common Elements and legal and/or accounting services necessary or proper in the operation or the enforcement of the Declaration and these Bylaws and for the organization, operation and enforcement of the rights of the Association.



(d) **Care of Common Elements.** Landscaping, gardening, snow removal, painting, cleaning, decorating, repair and replacement of the Common Elements including painting of the exterior surfaces of framework, windows and doors (except garage doors which are the Unit Owners' responsibility).

Also not including the Restricted Common Elements which have been altered as provided in Article VII, Sections 3 and 4 herein and the interior surfaces of the Units including garages – which the Unit owner shall paint, clean, decorate, maintain and repair.

The Association shall have the exclusive right and duty to acquire any recreational facilities for the Common Elements.

(e) **Certain Maintenance of Units.** Maintenance and repair of any Unit if such maintenance or repair is necessary, in the discretion of the Association, to protect the Common Elements, or any other portion of a building, and the owner or owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Association to said owner or owners, provided that the Association shall levy special assessments against such Unit owner for the cost of said maintenance or repair.

(f) **Certain Utility Services to Units.** The Association may pay from the maintenance fund for water, waste removal and/or utilities which are not separately metered or otherwise directly charged to Unit owners. However, the Association may discontinue such payment at any time, in which case each Unit owner shall be responsible for direct payment of his share of such expenses as shall be determined by the BOARD of the Association. The Association, as shall be determined by the BOARD, reserves the right to levy additional assessments against any owner to reimburse it for excessive use of any utility service, the expense of which is charged to the maintenance fund.

(g) **Capital Additions and Improvements.** The Association's powers hereby enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the maintenance fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of the Declaration and these Bylaws) having an annual total cost of in excess of Five Hundred Dollars (\$500.00), nor shall the Association authorize any structural alterations, capital additions to



or capital improvements of the Common Elements requiring an expenditure in excess of Five Hundred Dollars (\$500.00) without in each case the prior approval of the members of the Association entitled to exercise a majority of the voting power of the Association.

(h) **Discharge of Mechanics Lien.** Any amount necessary to discharge any mechanic lien or other encumbrances levied against the Condominium Property or against the Common Elements, rather than merely against the interests therein of particular Unit owners, it being understood, however, that the foregoing authority shall not be in limitation of any statutory provision relating to the same subject matter. Where one or more Unit owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it; any costs incurred by the Association by reason of said lien or liens shall be specifically assessed to said Unit owners.

(i) **Additional Expenses.** Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Association is required to secure or pay for pursuant to the terms of the Declaration and these Bylaws, or which in its opinion shall be necessary or proper for the maintenance and operation of the Condominium Property as a first class Condominium Project or for the enforcement of the Declaration and these Bylaws.

**Section 2. Limitation on Contracts.**

Neither the Association nor the Board shall enter into a contract for professional management of the affairs of the Association for a period exceeding three (3) years and such a contract must provide for termination by either party without cause and without termination fee on ninety (90) days' notice.

**ARTICLE V**

**GENERAL POWERS OF THE ASSOCIATION**

**Section 1. Rules and Regulations.**

The Association, by vote of the members entitled to exercise a majority of the voting power of the Association, may adopt such reasonable rules and regulations and from time to time amend the same supplementing the rules and regulations set forth in the Declaration and these Bylaws as it may deem advisable for the maintenance, conservation, and beautification of the Condominium Property, and for the health, comfort, safety and general welfare of the Unit owners and



occupants of the Condominium Property. Written notice of such rules and regulations shall be given to all Unit owners and occupants and the Condominium Property shall at all times be maintained subject to such rules and regulations. In the event that such supplemental rules and regulations shall conflict with any provisions of the Declaration or of these Bylaws, the provisions of the Declaration and of these Bylaws shall govern.

**Section 2. No Business to be Conducted for Profit.**

Nothing herein contained shall be construed to give the Association authority to conduct a business for profit on behalf of all the Unit owners or any of them.

**Section 3. Special Services.**

The Association may arrange for the provision of any special services and facilities for the benefit of such Unit owners and/or occupants as they may desire to pay for same, including without limitation, cleaning, repair, and maintenance of Units and provision for the construction and operation of special recreational, utility, educational or medical facilities. Reasonable fees for such special services and facilities shall be determined by the BOARD and may be charged directly to participating Unit owners, or paid for from the maintenance fund and levied as a special assessment due from the participants.

**Section 4. Applicable Laws.**

The Association shall be subject to and governed by the provisions of any statute adopted at any time and applicable to property submitted to the Condominium form of ownership (including without limitation, Chapter 5311 of the Ohio Revised Code) provided however, that all inconsistencies between or among the permissive provisions of any statute and any provision of the Declaration and these Bylaws, shall be resolved in favor of the latter. Any inconsistencies between or among the mandatory provisions of any statute and any provision of the Declaration and these Bylaws shall be resolved in favor of the statute. In the event of any conflict or inconsistency between the provisions of the Declaration and the Articles or Bylaws of the Association, the terms and provisions of the Declaration shall prevail, and the Unit owners and all persons claiming under them covenant to vote in favor of such amendments in the Articles or Bylaws as will remove such conflicts or inconsistencies.

**Section 5. Association's Right to Enter Units.**

The Association or its agents may enter any Unit when necessary in connection with any maintenance or construction for which the Association is responsible.



Such entry shall be made with as little inconvenience to the Unit owners as practicable, and any damage caused thereby shall be repaired by the Association, at the expense of the maintenance fund. The Association reserves the right to retain a pass key to each Unit. In the event of any emergency originating in or threatening any Unit at a time when required alterations or repairs are scheduled, the management agent or his representative or any other person designated by the BOARD may enter the Unit immediately, whether the Unit owner is present or not.

## ARTICLE VI

### ADMINISTRATIVE RULES AND REGULATIONS

#### Section 1. Adoption.

The BOARD may adopt rules and regulations governing the operation and use of the Condominium Property not in conflict with the Declaration or these Bylaws or those adopted by the members pursuant to Article V, Section 1 above, by a vote of a majority of the members of the BOARD.

#### Section 2. Amendments.

Such rules and regulations may be amended from time to time by a majority vote of the members of the BOARD or by a vote of more than fifty percent (50%) of the voting power of the Unit Owners' Association at its Annual Meeting.

## ARTICLE VII

### OWNER UNITS

#### Section 1. Unit Ownership.

Ownership of a Unit includes the right to exclusive possession, use and enjoyment of the surfaces of all its perimeter walls, floors and ceilings and of all supporting walls, fixtures and other parts of the building within its boundaries, as well as restricted Common Elements belonging to such Unit, including the right to paint, tile, wax, paper or otherwise finish, refinish or decorate the same.

#### Section 2. Unit Use.

Each Unit shall be used and occupied only as a private dwelling by the Unit owner or his tenant. Each Unit or any part thereof shall not be used for any other purpose. Each Unit owner or his tenant or any other occupant of the Unit, shall



respect the comfort and peace of mind of his neighbors, as well as other occupants of the Condominium. Each Unit owner shall not do, or permit to be done, or keep in the Unit anything which will increase the rate of fire insurance for the Condominium, or do anything or suffer anything to be done which shall be a nuisance, annoyance, inconvenience, or cause damage to the Unit or any occupants of the Condominium.

**Section 3. Exclusive Use of Restricted Common Elements.**

Each Unit owner shall have the exclusive use of the Restricted Common Elements associated with his Unit, and shall abide by the BYLAWS, DECLARATION and the General RULES AND REGULATIONS set forth by the Association in reference to:

**(a) Parking. (\*Also, refer to "General Rules & Regulations")**

The Unit owner shall have the exclusive right to park passenger vehicle(s) on the drive within the Restricted Common Elements.

**(b) Landscaping. (\*Also, refer to "General Rules & Regulations")**

The Unit owner shall have the right to:

(1) plant and maintain flowers and shrubs in the front end side of the Restricted Common Elements; and

(2) undertake such landscape improvements as the owner may desire in the rear Restricted Common Areas including the installation of patios and walks, landscape structures and children's play equipment.

**Section 4. Other Improvements to Restricted Common Elements.**

Each Unit owner may, with the approval of the Board of Directors and upon obtaining such permits as may be required by the Municipality, make the following improvements within the Restricted Common Elements associated with his Unit, abiding by the BYLAWS, Declaration and the General Rules & Regulations as set forth by the Association:

**(a) Fences and Walls.**

Privacy fences and walls may be installed in the Restricted Common Elements to the rear or side of the Unit only. Where any portion of the Restricted Common Elements is enclosed by a fence or wall, the maintenance of the area so enclosed shall become the sole responsibility of the Unit owner.



**(b) Porches, Decks and Additions.**

Porches and additions may be constructed in the Restricted Common Element only to the rear of the Unit, shall be constructed of materials similar to those of the original construction and of the same color as the original construction.

**Section 5. Parking and Storage of Non-Passenger Vehicles.**

No trucks, trailers, boats, or recreational vehicles shall be permitted to be stored overnight anywhere on the Condominium Property except in an enclosed garage or in such parking areas as may be hereafter established by 75% majority of the members of the Association.

**Section 6. Alteration of Exterior Appearance.**

No additions, alterations or changes shall be made to of exterior of the condominium Unit except with the written approval of the BOARD, or such Building Committee as it may establish, except as otherwise provided in these Bylaws.

**Section 7. Compliance with By-laws.**

Each Unit owner shall abide by the provisions of the Bylaws of the Unit Owners' Association, the rules and regulations as promulgated under Article VI, the Declaration of Condominium, as well as the provisions of Ohio Revised Code, Chapter 5311 and any amendments thereto, and each Unit owner shall use his Unit and sell and convey the same, exercise the privilege of being an owner only in a way which will not violate any of the provisions of the Bylaws, Administrative Rules and Regulations, as amended from time to time, or any provisions of the Declaration of Condominium.

**ARTICLE VIII**

**DETERMINATION AND PAYMENT OF ASSESSMENTS**

**Section 1. Obligation of Owners to Pay Assessments.**

It shall be the duty of every Unit Owner to pay his proportionate share of the expenses of administration, maintenance and repair of the Common Elements and of the other expenses provided for herein. Such proportionate share shall be in the same ratio as his percentage of ownership in the Common Elements as set forth in Exhibit "C" of the Declaration. Payment thereof shall be in such amount and at such times as may be determined by the BOARD of the Association, as hereinafter provided.





Section 2. Preparation of Estimated Budget.

Each year the Association and Management Company shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements and shall on or before the FALL GENERAL MEETING notify each owner in writing as to the amount of such estimate, with reasonable itemization thereof.

Said "estimated cash requirement" shall be assessed to the owners according to each owner's percentage of ownership in the common elements as set forth in Exhibit "C" in the Declaration. On or before the first of the year, and the first of each and every month of said year, each owner shall be obligated to pay the Association, or as it may direct, one twelfth (1/12) of the assessment made pursuant to this paragraph. On or before the date of the Annual Meeting of each calendar year, the Association shall supply to all owners an itemized accounting of the maintenance expense for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimate provided and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual reserves and expenses shall be credited according to each owner's percentage of ownership in the common elements to the next monthly installment due from owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each owner's percentage of ownership in the common elements to the installments due in the succeeding six months after rendering the accounting.

Pursuant to Ohio Revised Code Section 5311.21, unless retained by the Board of Directors as reserves, the common profits of a Condominium Property shall be distributed among to the Unit owners according to the undivided interests in the Common Elements appurtenant to their respective Units.

Section 3. Reserve for Contingencies and Replacements.

The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Unit owner's assessment, the Association



shall prepare an estimate of the additional cash requirements then necessary or necessary for the balance of the year, which additional amount of each requirement shall be assessed to the Unit owners according to each Unit owner's percentage of ownership in the Common Elements. The Association shall serve notice of such further assessment on all Unit owners by a statement in writing giving the amount and reasons therefor, and such further assessments shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessments. All Unit owners shall be obligated to pay the adjusted monthly payment.

**Section 4. First Year Budget.**

When the first BOARD elected hereunder takes office, the Association shall determine the "estimated cash requirement", as hereinabove defined, for the period commencing thirty (30) days after said election and ending on April 30th of the calendar year in which the said election occurs. Assessments shall be levied against the Unit owners during said period as provided in Section 2 of this Article VIII.

**Section 5. Failure to Prepare an Annual Budget.**

The failure or delay of the Association to prepare or serve the annual or adjusted estimate on the Unit owner shall not constitute a waiver or release in any manner of such Unit owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual or adjusted estimate. The Unit owner shall continue to pay the monthly maintenance charge at the existing monthly' rates established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall be mailed or delivered.

**Section 6. Books and Records of Association.**

The Association shall keep full and correct books of account and the same shall be open for inspection by any Unit owner or any representative of a Unit owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Unit owner. Upon ten (10) days' notice to the BOARD any Unit owner shall be furnished with a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit owner.

**Section 7. Status of Funds Collected by Association.**

All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all of the Unit owners and for adjustments as may be required to reflect delinquent or unpaid assessments) shall be deemed to be held for the use, benefit and account of all or the owners in proportion to each Unit owner's percentage ownership in the Common Elements as provided in the Declaration.

**Section 8. Assessments Prior to Organization of Association.**

Until such time as the Association is organized, monthly assessments in the amount of One Dollar (\$1.00) per Unit shall be paid by the Unit owner and such sums shall be deposited with a bank or savings and loan association having its principal offices in Northeastern Ohio. Such payments in such amounts shall continue to be paid until the amount thereof shall be readjusted in accordance with the provisions of the Declaration and these Bylaws immediately following the organization of the Association. After the Association has been organized, the Developer shall pay his proportionate share of the monthly assessments to the Association for each Unit which the Developer then owns until such time as the Developer sells such Unit.

**Section 9. Annual Audit.**

The books of the Association shall be audited once a year by the BOARD, and such audit shall be completed prior to each annual meeting. If requested by two (2) members of the BOARD, such audit shall be made by a Certified Public Accountant. In addition and at any time requested by the Unit owners of at least fifty percent (50%) of the Units, including the Developer if it be a Unit owner, the BOARD shall cause an additional audit to be made.

**Section 10. Remedies for Failure to pay Assessments.**

If any Unit owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Association may bring suit to enforce collection thereof, or to foreclose the lien therefor, as provided in the Declaration, and there shall be added to the amount due the cost of said suit, together with legal interest and reasonable attorney's fees to be fixed by the Court. To the extent permitted by the Declaration, any decision or any statute or law now or hereafter effective, the amount of any delinquent or unpaid charges or assessments, and interest costs and fees as above provided shall be and become a lien or charge against the Unit ownership of the Unit owner involved when payable and may be



foreclosed by an action brought in the name of the Association as in the case of foreclosure of liens against real estate as provided in the Declaration. As provided in the Declaration, the members of the BOARD and their successors in office, acting on behalf of the other Unit owners, shall have the power to bid on the interest so foreclosed at foreclosure sale, end to acquire end hold, lease, mortgage and convey the same.

Any encumbrancer may from time to time request in writing a written statement from the BOARD setting forth the unpaid common expenses with respect to the Unit covered by his encumbrance and unless the request shall be complied with within fifteen (15) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance. A first mortgagee, upon written request, will be entitled to written notification from the BOARD of any default in the performance by the individual Unit owner of any obligation under the Condominium constituent documents which is not cured within sixty (60) days. Any encumbrancer holding a lien on a Unit may pay any unpaid common expenses payable with respect to such Unit and upon payment such encumbrancer shall have a lien on such Unit for the amounts paid at the same rank as the lien of his encumbrance.

**Section 11. Security Deposits from Certain Unit Owners.**

If in the judgement of the BOARD the equity interest of any Unit owner (whether the original or a subsequent purchaser or transferee) in his Unit at any time is not sufficient to assure the realization (whether by foreclosure of the lien referred to in Section 10 above, or otherwise) of all assessments, charges, or other sums which may be levied by the Association, whether or not such Unit owner shall be delinquent in the payment of such levies, the Association shall have the right to require such Unit owner to establish and maintain a security deposit, in an amount which the BOARD deems necessary for such purposes, provided, however, that such security deposit shall in no event exceed an amount which, when added to such Unit owner's equity interest in the purchased Unit, will equal twenty five percent (25%) of the purchase price of the Unit in question.

In the event that any Unit owner shall fail to pay any assessments, charges or other sums which may be due hereunder or shall otherwise violate any provision of Chapter 5311, Ohio Revised Code, any covenants, terms and conditions of the Declaration, the Association shall have the right, but not the obligation, to apply such security deposit in reduction of all alleged damages resulting from such

failure or violation, which right shall be in addition to all other remedies provided for in Chapter 5311, Ohio Revised Code, the Declaration and these Bylaws.

Upon any sale by such Unit owner of this Unit, or at such time as such Unit owner's equity in his 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 Unit owner shall not be in default under any of his obligations under the Declaration. The Association shall have the right to maintain all security deposits held by it, as aforesaid, in a single savings account and shall not be required to credit interest to any Unit owner until such time as the security deposit is refunded. Said security deposit shall at all times be subject and subordinate to the lien referred to in the Declaration and Section 10 above and all rights thereto shall inure to the benefit of the lienor.

## ARTICLE IX

### GENERAL PROVISIONS

#### Section 1. Non-waiver of Covenants.

No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce same, irrespective of the number of violations or breaches which may occur.

#### Section 2. Severability.

The invalidity of any covenant, restriction, condition, limitation or any other provision of these Bylaws, 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 Bylaws.

Pursuant to Ohio Revised Code Section 5311.21, unless retained by the Board of Directors as reserves, the common profits of a condominium property shall be distributed among to the Unit owners according to the undivided interests in the common elements appurtenant to their respective Units.

#### Section 3. Miscellaneous Powers of the Board of Directors.

In accordance with Ohio Revised Code Section 5311.081(B), the Board of Directors, may exercise all powers of the Association, including the power to do the following:



- (a) Hire and fire managing agents, attorneys, accountants, and other independent contractors and employees that the BOARD determines are necessary or desirable in the management of the condominium property and the Association;
- (b) 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 Unit Owners' Association, the Board of Directors, or the condominium property, or that involves two or more Unit owners and relates to matters affecting the condominium property;
- (c) Enter into contracts and incur liabilities relating to the operation of the condominium property;
- (d) Regulate the use, maintenance, repair, replacement, modification, and appearance of the condominium property;
- (e) Grant easements, leases, licenses, and concessions through or over the Common Elements;
- (f) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit owners;
- (g) 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;
- (h) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.



## ARTICLE X

### NOTICES AND DEMANDS

Any notice by the BOARD to a Unit owner shall be deemed to be given, and any demand upon him shall be deemed by him to have been duly made, if delivered in writing to him personally, or if mailed by ordinary mail postage prepaid, at any post office, addressed to him at the Unit owned by such Unit owner, and any notice by a Unit owner to the BOARD shall be deemed to be duly given and any demand upon the BOARD shall be deemed to have been duly made, if in writing, and delivered to an officer of the Unit Owners' Association.

## ARTICLE XI

### DEFINITION

The Definitions contained in the Declarations of Condominium of Brook Point Village II Condominium are hereby incorporated by reference and apply to these Bylaws as if fully rewritten herein.

## ARTICLE XII

### AMENDMENTS

These Bylaws may be amended from time to time at an Annual or Special Meeting of the Unit Owners' Association by an affirmative vote of not less than seventy five percent (75%) of the Unit owners in terms of each Unit owner's percentage of interest in the Common Elements. A first mortgagee, upon written request, will be entitled to written notification from the Board of any amendment to the Declaration or Bylaws and shall only be bound thereby if it consents in writing to such change.



## EXHIBIT "B"

### GENERAL PLAN OF CONDOMINIUM BUILDINGS

See Exhibit "B" to the First Akron Development Corporation to Brook Point Village II Condominium Association Declaration of Condominium Ownership for Brook Point Village II Condominium ("Declaration") recorded at OR 196, Page 925 et seq. of the Summit County Records.

See the Plat recorded at Plat Cabinet E, Slide Number 190 et seq. of the Summit County Records.

See the First Amendment to Exhibit "B" of the Declaration recorded at Plat Cabinet E, Slide Number 195 et seq. of the Summit County Records.

See the Second Amendment to Exhibit "B" of the Declaration recorded at Plat Cabinet E, Slide Number 411 et seq. of the Summit County Records.

See the Third Amendment to Exhibit "B" of the Declaration recorded at Plat Cabinet E, Slide Number 619 et seq. of the Summit County Records.

See the Fourth Amendment to Exhibit "B" of the Declaration recorded at Plat Cabinet E, Slide Number 739 et seq. of the Summit County Records.

See the Fifth Amendment to Exhibit "B" of the Declaration recorded at Plat Cabinet E, Slide Number 794 et seq. of the Summit County Records.

See the Sixth Amendment to Exhibit "B" of the Declaration recorded at Plat Cabinet F, Slide Number 24 et seq. of the Summit County Records.

See the Seventh Amendment to Exhibit "B" of the Declaration recorded at Plat Cabinet F, Slide Number 174 et seq. of the Summit County Records.

See the Eighth Amendment to Exhibit "B" of the Declaration recorded at Plat Cabinet F, Slide Number 250 et seq. of the Summit County Records.

See the Ninth Amendment to Exhibit "B" of the Declaration recorded at Plat Cabinet F, Slide Number 410 et seq. of the Summit County Records.

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EXHIBIT "C"

BROOK POINT II VILLAGE CONDOMINIUM ASSOCIATION

SCHEDULE OF PERCENTAGES OF INTEREST BY UNIT

Unit No.	Bldg	Street Address	Unit Type	Percent Interest
1	A	3328 Brook Point Lane	Chesapeake IID	1.92
2	A	3330 Brook Point Lane	Bayberry	1.61
3	A	3336 Brook Point Lane	Nantucket	1.72
4	A	3340 Brook Point Lane	Bayberry IID	1.65
5	A	3344 Brook Point Lane	Plymouth I	1.88
6	B	3348 Brook Point Lane	Gloucester	1.84
7	B	3354 Brook Point Lane	Nantucket	1.72
8	B	3358 Brook Point Lane	Bayberry	1.61
9	B	3364 Brook Point Lane	Hyannis	1.80
10	C	3370 Brook Point Lane	Hyannis HS	1.84
11	C	3374 Brook Point Lane	Chesapeake II C HS	1.89
12	D	3378 Brook Point Lane	Nantucket HS	1.84
13	D	3382 Brook Point Lane	Chesapeake IID HS	1.94
14	D	3386 Brook Point Lane	Hyannis HS	1.84
15	E	3388 Brook Point Lane	Chesapeake II HS	1.92
16	E	3390 Brook Point Lane	Hyannis HS	1.84
17	F	3394 Brook Point Lane	Nantucket HS	1.84
18	F	3396 Brook Point Lane	Chesapeake II HS	1.87
19	F	3398 Brook Point Lane	Nantucket HS	1.90
20	G	3404 Brook Point Lane	Chesapeake IIC	1.84
21	G	3408 Brook Point Lane	Hyannis	1.72
22	G	3412 Brook Point Lane	Chesapeake II HS	1.87
23	H	3416 Brook Point Lane	Nantucket HS	1.84
24	H	3420 Brook Point Lane	Chesapeake HS	1.87
25	H	3422 Brook Point Lane	Hyannis HS	1.84
26	O	3325 Brook Point Lane	Hyannis	1.86
27	O	3327 Brook Point Lane	Chesapeake II	1.99
28	O	3329 Brook Point Lane	Nantucket	1.96
29	O	3331 Brook Point Lane	Chesapeake IID	2.11
30	N	3365 Brook Point Lane	Plymouth I	2.05

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31	N	3369 Brook Point Lane	Nantucket	1.78
32	N	3371 Brook Point Lane	Chesapeake IIC	2.02
33	N	3375 Brook Point Lane	Plymouth I	1.94
34	M	3385 Brook Point Lane	Chesapeake IIC	1.90
35	H	3389 Brook Point Lane	Nantucket	1.78
36	H	3393 Brook Point Lane	Chesapeake II	1.78
37	H	3397 Brook Point Lane	Hyannis LE	2.02
38	L	3407 Brook Point Lane	Chesapeake IIC	2.02
39	L	3411 Brook Point Lane	Gloucester	1.95
40	L	3415 Brook Point Lane	Nantucket	1.78
41	L	3419 Brook Point Lane	Chesapeake II	1.86
42	K	3425 Brook Point Lane	Nantucket	2.06
43	K	3429 Brook Point Lane	Chesapeake IIC	2.01
44	K	3433 Brook Point Lane	Hyannis LE	2.16
45	K	3437 Brook Point Lane	Chesapeake IIC	2.28
46	J	3443 Brook Point Lane	Plymouth II	1.94
47	J	3447 Brook Point Lane	Chesapeake IID	1.86
48	J	3451 Brook Point Lane	Hyannis	1.78
49	J	3455 Brook Point Lane	Chesapeake IID	2.11
50	I	3440 Brook Point Lane	Hyannis LE	2.35
51	I	3436 Brook Point Lane	Bayberry	1.61
52	I	3432 Brook Point Lane	Hyannis	1.72
53	I	3428 Brook Point Lane	Chesapeake IID	<u>1.87</u>
				100.00

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**EXHIBIT "D"**

**LEGAL DESCRIPTION**

See Paragraph 3 in the First Akron Development Corporation to Brook point Village II Condominium Association Declaration of Condominium Ownership for Brook Point Village II Condominium ("Declaration") recorded at OR 196, Page 925 et seq. of the Summit County Records.

See the Fourth Amendment to the Declaration recorded at OR 354, Page 217 et seq. of the Summit County Records.

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EXHIBIT "E"

ADDITIONAL PROPERTY

See Paragraph 4 in the First Akron Development Corporation to Brook point Village II Condominium Association Declaration of Condominium Ownership for Brook Point Village II Condominium recorded at OR 196, Page 925 et seq. of the Summit County Records.

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