

FIRST AKRON DEVELOPMENT CORPORATION

TO

BROOK POINT VILLAGE II CONDOMINIUM ASSOCIATION

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

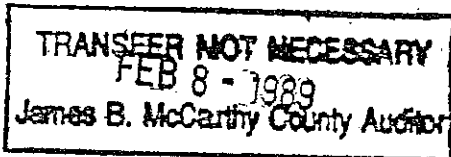
BROOK POINT VILLAGE II CONDOMINIUM

This will certify that copies of this Declaration, with the following Exhibits attached, have been filed in the office of the Auditor of Summit County, Ohio.

1. Exhibit "A" - Condominium Association By-Laws.
2. Exhibit "B" - General Plan of Condominium Buildings.
3. Exhibit "C" - Schedule of Percentages of Interest.

**JAMES B. McCARTHY**

SUMMIT COUNTY AUDITOR



*By Cuyatt Deputy Auditor*  
DATED: Feb. 8, 19889

THE FILING OF THIS DECLARATION OF CONDOMINIUM OWNERSHIP IS APPROVED WITH DRAWINGS AS CERTIFIED OF TYPICAL UNITS TO BE CONSTRUCTED. NO INTEREST IN UNITS MAY BE CONVEYED UNTIL DRAWINGS ARE FILED PURSUANT TO OHIO REVISED CODE SECTION 5311.07 SHOWING UNITS CERTIFIED AS CONSTRUCTED.

*William E. Scholtz*  
ASSISTANT PROSECUTING ATTORNEY

This instrument prepared by:

DONALD L. MARTIN  
Attorney at Law  
10800 RAVENNA ROAD  
TWINSBURG, OH 44087  
(216) 425-3500

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DECLARATION OF CONDOMINIUM OWNERSHIP

Declaration made this 7th day of FEBRUARY, 1989 pursuant to Chapter 5311 of the Ohio Revised Code by First Akron Development Corporation, A Corporation organized and existing under the laws of the State of Ohio, having its principal offices at 611 West Market Street, Akron, Ohio, 44303 and referred to hereinafter as Grantor.

1. Submission of Property. Grantor, which is owner in fee simple of the lands, the buildings and all other improvements constructed or to be constructed thereon, together with all easements, rights, and appurtenances belonging thereto, and all other Property personal or mixed, intended for use in connection therewith, as described below and hereinafter collectively referred to as the "Property", hereby declares certain divisions, covenants, restrictions, limitations, conditions and uses respecting the Property, intending thereby to submit the Property to the provisions of Chapter 5311 of the Ohio Revised Code, hereinafter referred to as the "Condominium Act", and further intending thereby to create covenants running with the land and binding Grantor, and its successors and assigns forever.

2. Name of Condominium. The Condominium shall be known as Brook Point Village II Condominium.

3. Description of Land. The land on which the buildings and improvements constituting the Property are to be located is described as follows:

Situated in the City of Cuyahoga Falls, County of Summit and State of Ohio and known as being a part of Original Lot #16 of formerly Northampton Township and further bounded and described as follows:

Beginning at an iron pin found at the intersection of the centerline of East Bath Road 60' r/w and the south east corner of Original Lot #16;

Thence North 01° 06' 34" West 30.02 feet along the east line of said Lot #16 to a right of way monument found on the northerly right of way of said road;

Thence North 01° 06' 34" West 364.98 feet to an iron pin found and the true place of beginning for the following described parcel of land;

Thence North 89° 10' 20" West 250.34 feet to an iron pin found and passing over an iron pin found at 30.02 feet;

Thence North 45° 00' 01" West 93.67 feet to an iron pin found;

Thence North 01° 06' 34" West 67.19 feet to an iron pin found on the northerly right of way of Brook Point Lane 50 ft r/w;

Thence along the arc of a curve to the right 68.16 feet along the northerly line of Brook Point Lane to a point, said curve has a radius of 162.23 feet, a central angle of 24° 04' 23", a chord of 67.66 feet and a chord bearing of North 67° 05' 50" West;

Thence North 39° 32' 18" East 61.68 feet to a point;

Thence North 00° 53' 04" West 230.00 feet to a point;

Thence North 44° 38' 42" West 51.36 feet to a point;

Thence North 45° 21' 18" East 230.00 feet to a point;

Thence North 88° 53' 26" East 123.42 feet to a point;

Thence along the arc of a curve to the right 20.14 feet to a point, said curve has a radius of 290.00 feet, a central angle of 03° 58' 46", a chord of 20.14 feet and a chord bearing of South 06° 21' 01" West;

Thence South 69° 28' 20" East 27.21 feet to a point;

Thence North 88° 53' 26" East 58.43 feet to a point on the east line of Original Lot #16 formerly Northampton Township;

Thence South 01° 06' 34" East 613.16 feet along the said east line of Original Lot #16 to the true place of beginning, containing 4.6255 acres of land more or less but subject to all legal highways or easements of record.

As described by James N. Connor, Registered Surveyor \$4570, February 19898.

and also known as being Parcel 1 of Block B1-R of Brook Point Subdivision No. 3 (Brook Point Subdivision No. 3 is recorded in Plat Cabinet "D", Slide 641 Summit County Map Records).

4. Reservation of Right and Option to Expand.  
Grantor does hereby reserve the right and option pursuant to Section 5311.051 of the Ohio Revised Code to expand the Condominium Property to include the following property:

Situated in the City of Cuyahoga Falls, County of Summit and State of Ohio and being known as part of Original Lot #16 of formerly Northampton Township;

Beginning at an iron pin found at the intersection of the centerline of East Bath Road (60' r/w) and the southeast corner of Original Lot #16;

Thence North 01° 06' 34" West 30.02 feet along the east line of said Lot #16 to a right of way monument found on the northerly right of way of said road;

Thence North 01° 06' 34" West 983.14 feet along the east line of Original Lot #16 to the true place of beginning for the following described parcel of land;

Thence South 88° 53' 26" West 58.43 feet to a point;

Thence North 69° 28' 20" West 27.21 feet to a point;

Thence along the arc of a curve to the left 20.14 feet to a point, said curve has a radius of 290.00 feet, a central angle of 03° 58' 46", a chord of 20.14 and a chord bearing of North 06° 21' 01" East;

Thence South 88° 53' 26" West 123.42 feet to a point;

Thence South 45° 21' 18" West 230.00 feet to a point;

Thence North 44° 38' 42" West 284.17 feet to a point;

Thence North 47° 17' 02" East 442.56 feet to a point;

Thence North 38° 39' 34" East 29.58 feet to a point;

Thence South 89° 10' 20" East 217.30 feet to a point on the east line of Original Lot #16;

Thence South 01° 06' 34" East 386.84 feet along the east line of Original Lot #16 to the true place of beginning, containing 4.0347 acres of land more or less but subject to all legal highways or easements of record.

As described by James N. Connor, Registered Surveyor #4570, February 1989.

and also known as being Parcel 2 of Block B-1R of Brook Point Subdivision No. 3 (Brook Point Subdivision No. 3 is recorded in Plat Cabinet "D", Slide 641 Summit County Map Records).

Said right and option shall exist solely with the Grantor, not requiring the approval of any of the Unit owners, and may be exercised at any time prior to December 1, 1995. Parcel 2 of Block B-1R may be added at one time in its entirety or may be offered in several Phases, each Phase being offered individually in its entirety. The expansion to include Parcel 2 of Block B-1R of Brook Point Subdivision No. 3, or Phases thereof, will require the extension of all utilities and Brook Point Lane and the Grantor will fully landscape all common areas. All improvements to Brook Point Subdivision No. 3, Block B-1R shall be made and located pursuant to the review and approval of the City of Cuyahoga Falls.

No more than twenty-two (22) units will be erected in Parcel 2, Brook Point Subdivision No. 3, Block B-1R. All units erected in future Phases of Brook Point Subdivision No. 3, Block B-1R will be restricted to residential use, and all will be compatible in quality of construction and the principal materials to be used and architectural style to the Units to be constructed in Phase 1, Brook Point Village II Condominium. However, there is no requirement that the Units be identical to the Units to be constructed in Phase 1 of Brook Point Village II Condominium. Grantor shall have the right and option to create Limited Common Areas and Common Areas in the future Phases of Brook Point Subdivision No. 3, Block B-1R and to assign new Percentage of Interest amounts to all Units using the criteria set forth in Paragraph 11 herein. Nothing herein shall in any way limit or interfere with the subsequent development of future Phases of Brook Point Subdivision No. 3, Block B-1R, it being the intention of the Grantor to reserve unto itself as an easement all rights of ingress and egress, connection and tie-in of facilities existing on Phase 1 of Brook Point Village II Condominium. Grantor acknowledges that all improvements incident to Phase 1 of Brook Point Village II Condominium were designed and will be installed in a capacity for the construction and tie-in of the Units which may be built on future Phases of Brook Point Subdivision No. 3 Block B-1R.

5. Description of Buildings. The buildings constructed upon the Property consist of one story, one and one half story and two story, single family dwellings attached together by flat roof garages, and/or common walls and are of wood frame and truss construction with aluminium or vinyl siding and asphalt shingle roofing. In general, the buildings are constructed on a concrete slab, however where major changes in topography occur between the front and rear of the buildings, the buildings so affected are constructed with walk-out basements, or with basement garages and entries.

6. Type of Units

Unit Type "A" - The Gloucester/Chesapeake Series. These Units are 34' wide by 26' deep one and one half story dwellings and are offered in five different floor plans. These Units have a Limited Common Area that is 20' deep in the rear and 15' to 22' deep in the front. The width of the Limited Common Area is 46' for units with a one car garage and 54' for units with a two car garage. Where the Unit is also an isolated end Unit the Limited Common Area may extend up to 5' beyond the Unit. The exact limits of the Limited Common Area of each Unit are shown on the Condominium Plat.

Unit Type "B" -The Hyannis/Nantucket Series. These Units are 26' wide by 34' deep one and one half story dwellings and are offered in two different floor plans. These Units have a Limited Common Area that is 20' deep in the rear and 15' to 22' deep in the front. The width of the Limited Common Area is 38' for a unit with a one car garage and 46' for a unit with a two car garage. Where the Unit is also an isolated end Unit the Limited Common Area for the Unit may extend up to 5' beyond the Unit. The exact limits of the Limited Common Area of each Unit are shown on the Condominium Plat.

Unit Type "C" - The Salem Series. These Units are 26' by 26' two story dwellings and are offered in several floor plans. These Units normally have a Limited Common Area that extends a minimum of 22' from the front of the garage and 20' to the rear of the basic Unit. The width of the Limited Common Area is 38' for Units with a one car garage and 46' for Units with a two car garage. Where the Unit is also an isolated end unit the Limited Common Area for the Unit may extend up to 5' beyond the Unit. The exact limits of the Limited Common Area of each Unit are shown on the Condominium Plat.

Unit Type "D" - Plymouth Series. These Units are 36' wide by 26' deep one story dwellings with a 14' by 16' wing which may be extended to the front, rear or side of the Unit. These Units are normally constructed as isolated end Units and have a Limited Common Area that extends 22' from the front of the garage and 20' from the rear of the dwelling. Where the wing extends to front or rear, the wing is in the Limited Common Area. The width of the Limited Common Area is 53' for Units with a one car garage and 61' for Units with a two car garage when the wing is to the front or rear. Where the wing is to the side of the Unit, the width of the Limited Common Area is 70' for Units with a one car garage and 75' for Units with a two car garage. Where the Unit is also an isolated end unit the Limited Common Area for the Unit may extend up to 5' beyond the Unit. The exact limits of the Limited Common Area of each Unit are shown on the Condominium Plat.

Unit Type "E" - Chesapeake - Hillside Series. These Units are 34' wide by 26' deep one and one half story dwellings built with a basement into the hillside. The main entry to the dwelling as well as a standard 2 car garage are on the ground level in the front of the dwelling. The first floor is at grade in the rear of the dwelling. These Units have a Limited Common Area extending a minimum of 22' from the garage in the front, 10' on one side and 20' in the rear. Where the Unit is also an isolated end unit the Limited Common Area for the Unit may extend up to 5' beyond the Unit. The exact limits of the Limited Common Area of each Unit are shown on the Condominium Plat.

Unit Type "G" - Hyannis - Hillside series.

These units are 26' wide by 34' deep one and one half story dwellings built with a basement built into the hillside. The main entry to the dwelling as well as a standard 2 car garage are on ground level in front of the Unit. The first floor is at grade in the rear of the dwelling. These Units have a Limited Common Area extending a minimum of 22' from the garage in front, 10' on one side and 20' in the rear. Where the Unit is also an isolated end unit the Limited Common Area for the Unit may extend up to 5' beyond the Unit. The exact limits of the Limited Common Area of each Unit are shown on the Condominium Plat.

Unit Type "H" - Bayberry Series.

This unit is 34' wide by 26' deep including a one car garage and has a Limited Common Area that is 22' deep in the front and 20' in the rear. Where the Unit is also an isolated end unit the Limited Common Area for the Unit may extend up to 5' beyond the Unit. The exact limits of the Limited Common Area of each Unit are shown on the Condominium Plat.

All dwellings are of these seven basic types. While some types may be acquired as "Limited Edition" models with 64 square feet greater foundation area or with certain plan options which likewise add to the foundation area, these modifications do not affect the Limited Common Area of the dwelling's type. Such plan options, along with the locational characteristics of the Unit, and the presence or absence of a basement, do affect the Base Selling Price of each Unit, and its Percentage of Interest in the Condominium.

7. Definition of Space Within the Units. Each of the Units shall consist of all of the space bounded by the interior surfaces of the perimeter walls, floors and ceilings of the Unit and such interior walls and other partitions, or roof rafters, necessary to constitute a complete enclosure of space. Wherever such surfaces consist of plaster or plasterboard, all of such plaster and plasterboard contiguous to such surface shall be included within the Unit. The exact layout and dimensions of each and every Unit are shown in Exhibit "B" and include, without limitation:

(A) Inclusions:

(1) The decorated surfaces, including paints, lacquer, varnish, wallpaper, tile and any other finishing material applied to perimeter walls, floors, and ceilings;

See Amendment 12 (2) All windows, screens and doors, including the frames, sashes and jambs, and the space occupied thereby;

(3) All fixtures located within the bounds of a Unit, installed in and for the exclusive use of said Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one Unit thereof;

(4) All control knobs, switches, thermostats and base plugs, floor plugs and connections affixed to or projecting from the walls, floors and ceilings which service either the Unit or the fixtures located therein together with the space occupied thereby;

(5) All space between interior walls, including the space occupied by utility pipes, wires, ducts and conduits, which serve the individual Unit; but excluding the space occupied by structural and component parts of the building, and which serve any other Unit; and

(6) All plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts or conduits which serve either the individual Unit or the fixtures located therein, and which are located within the bounds of the Unit;

*Excepting from the definition of Unit*  
A  
(7) All decks, building additions or alterations made by the Unit owner after having been approved by the Board of Managers. but excepting therefrom, all of the following items (said items shall be Common Areas and Facilities) located within the bounds of any Unit as described above:

Exceptions: *Apply only to Building included in PD of Owners' Association*

(1) Any part of the structure contained in interior walls, and the structural component parts of perimeter walls;

(2) All vent covers, grills, plate covers and other coverings of space which are not part of the Unit as defined above;

(3) All plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts and conduits which serve any other Unit; and

(4) All supporting walls, fixtures and other parts of the building which are within the boundaries of a Unit but which are necessary for the existence, support, maintenance, safety or comfort of any other part of the Condominium Property.

8. ~~Common Areas and Facilities.~~ ~~Common Areas and Facilities shall consist of the Land, all foundations, slabs, structural elements and exterior surfaces of all buildings, all exterior utility lines and all shared interior utility lines, drives and parking areas, trees, shrubs and landscaping and other common features.~~ *SEE AMENDMENT 12*

9. ~~Limited Common Areas and Facilities.~~ ~~Limited Common Areas and Facilities are those portions of the Common Areas and Facilities that are immediately adjacent to the respective condominium Units and are hereby set aside for the exclusive use of the respective condominium Unit owners subject to such restrictions governing their use as may be established by the By-Laws of the Brook Point Village II Condominium Association. The extent of the Limited Common Area for each of the respective condominium Units is shown on the General Plan for Brook Point Village II Condominium attached hereto as Exhibit "B", as well as the Plat of the Condominium filed in the records of Summit County. The Limited Common Area shall in general extend at least 22' from the front of the Unit garage and 20' from rear of the Units. Where the Unit is also an isolated end unit the Limited Common Area for the Unit may extend up to 5' beyond the Unit.~~



10. Units. There will be a total of 31 Units, each with its own street address, contained in nine (9) buildings lettered "A" through "F" and "M" through "O", as shown on the General Plan for Brook Point Village II Condominium, attached hereto as Exhibit "B". The address of each Unit, the type of Unit it is, the number of garage spaces it has, and the proportionate interest of its owner in the Common Areas of Brook Point Village II Condominium is set forth in the Schedule of Percentage of Interest attached hereto as Exhibit "C".

11. Proportionate Representation; Participation in Common Profits, and Expenses; Definitions. Each Unit owner shall share in the common profits and expenses, as hereinafter defined and in the total voting power of the Unit Owners' Association in accordance with such Unit owner's interest in the Common Areas as set forth in the Schedule of Percentage of Interest attached hereto as Exhibit "C". The share of the expenses of the Association is equal to the base price, site feature premiums and plan options of the Purchaser's Unit divided by the total of the base price, site feature premiums and plan options of all Units. However, such proportionate representation may be limited in accordance with the provisions of the By-Laws attached hereto as Exhibit "A".

12. Covenants and Agreements. Grantor, its successors and assigns, by this Declaration, and all future owners of Units, by acceptance of their respective deeds, hereby covenant and agree as follows:

A. The Common Areas and Facilities shall remain undivided, and no right shall exist to abandon, partition, subdivide, sell or transfer any of them, except when withdrawal of the Property from the Condominium Act is authorized by the affirmative vote of all Unit owners. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas by the Condominium or Grantor, shall not be deemed a transfer within the meaning of this clause.) In that event, the Board of Managers shall cause to be paid, released or discharged all liens and encumbrances, except taxes and assessments not then due and payable, on all or any part of the Condominium Property and shall cause to be filed in the offices of the Auditor and Recorder of Summit County, Ohio a certificate signed by the President of the Unit Owners' Association, stating that all owners of the Condominium have elected to remove the Property from the Condominium Act, and that encumbrances have been paid, released or discharged. On the filing of such certificate, the Property will be deemed removed from the provisions of the Condominium Act, and will be held in common by all Unit owners in proportion to their respective interests in the Common Areas of the Condominium as established herein.

B. If any portion of the Common Areas encroaches on any Unit, or if any Unit encroaches on any other Unit, or any portion of the Common Areas, as a result of the construction of the buildings; or if any such encroachment shall occur as a result of settling or shifting of buildings, a valid easement for such encroachment and for the maintenance of the same so long as the buildings stand, shall exist. In the event a building or buildings, or any Common Areas therein, shall be partially or totally destroyed, as a result of fire or other casualty, or as a result of condemnation or eminent domain proceedings, and

then rebuilt, the minor encroachments of parts of the Common Areas on any Unit, or of any Unit on any other Unit or any portion of the Common Areas, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof for so long as the buildings stand, shall exist.

C. Each Unit owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Areas located in any of the other Units. The Board of Managers, on behalf of all Unit owners, shall have a right of access to each Unit to inspect the same, and to maintain, repair or replace the Common Areas therein or appurtenant thereto.

D. Each Unit shall be used by its respective owner only as a residential dwelling by the owner, his family, tenants, and social guests, and for no other purpose whatsoever. The Grantor shall have the right to rent or lease any Units remaining in its name until such time as the same are sold to individual purchasers. No Unit owner may partition or subdivide any Unit.

E. Each owner of a Unit or Units shall, automatically upon becoming owner of such a Unit or Units, become a member of a Unit Owners' Association which has been established for the administration of the Condominium Property and shall remain a member thereof until such time as his ownership shall for any reason cease, at which time his membership in the Association shall likewise cease.

F. Administration of the Condominium shall be in accordance with the provisions of this Declaration and the By-Laws of the Association which are made a part hereof and attached hereto as Exhibit "A".

~~G. Each Unit owner and any tenant of a Unit owner shall comply with the provisions of this Declaration, and the By-Laws, decisions and resolutions of the Association as lawfully amended from time to time. Failure to comply with such provision, decision or resolution shall be grounds for an action for damages or for injunctive relief, or both, brought by the Unit Owners' Association, by a Unit owner or owners, or both.~~ See c  
Amended #13

H. No owner of a condominium Unit may exempt himself from liability for his proportionate share of the common expenses by waiver of the use of enjoyment of any of the Common Areas, or by abandonment of his condominium Unit.

13. Assessment Liens. All sums assessed by the Association for common charges applicable to any condominium Unit remaining unpaid for more than ten (10) days after same have become due and payable shall constitute a lien on such condominium Unit prior to all other liens subsequently arising or created, except:

- (i) real estate tax and assessment liens of record; and
- (ii) first mortgage liens of record. Such lien may be foreclosed in the same manner as a mortgage on real Property on behalf of all Unit owners by the President of the Association, pursuant to the authorization of the Board of Managers thereof. During the pendency of any such foreclosure, the Unit owner shall be required to pay a reasonable rental for the Unit and the Board of Managers shall be entitled to appoint a receiver to collect the same.

The Board of Managers, acting on behalf of the owners of all Units, shall have the power to bid on the Unit at foreclosure, and to acquire, hold, mortgage, and convey the same. Suit to recover a money judgement for unpaid common expenses may also be maintained without foreclosure or waiving the lien securing the payment of such expenses.

14. Acquisition of a Unit at Foreclosure Sale; Effect. Any first mortgagee who obtains title to a condominium Unit pursuant to the remedies provided in the mortgage, or foreclosure, will not be liable for such Unit's unpaid assessments or charges which accrue prior to the acquisition of title to such Unit by the mortgagee. Any such unpaid share of common expenses or assessments shall be deemed common expenses collectible from all condominium Units including the Unit acquired by such purchaser, his heirs, successors and assigns.

15. Destruction of, or Damage to Property; Effect. In the event that the Property, or a portion thereof, is totally or substantially destroyed, the repair, reconstruction or disposition of the Property shall be as provided in Section 5311.14 of the Ohio Revised Code.

16. Conveyance of Units; Liability for Assessments. Whenever a condominium Unit is voluntarily conveyed, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments by the Association against the latter for his share of common expenses up to the time of conveyance without prejudice to the Grantee's right to recover from the Grantor any amount paid by the Grantee for such assessments. Any Grantee shall be entitled to a statement from the Board of Managers of the association setting forth the amount of any unpaid assessment due the association from the Grantor. If such statement is requested, the Grantee shall not be liable, nor shall the Unit conveyed to such Grantee be subjected to a lien, for any unpaid assessment due the Association from the Grantor in excess of the amount set forth therein.

17. Agreements and Determinations of the Association. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in the By-Laws attached as Exhibit "A" shall be binding on all Unit owners, their heirs, successors and assigns.

18. Insurance. The Board of Managers of the Unit Owners' Association shall insure all Unit owners, their tenants and all persons lawfully in possession or control of any part of the Condominium Property, against liability for personal injury or property damage arising from or relating to the Common Areas and Facilities, in amounts deemed necessary by the Board of Managers but in no event less than \$1,000,000.00. The Board shall also obtain for the benefit of Unit owners, fire and extended coverage, vandalism and malicious mischief insurance on all buildings and structures of the Condominium Property (and any permanent additions thereto, when approved by the Board of Managers, which may assess any additional charge against said Unit to pay for the additional cost of maintenance, repair, replacement and insurance for such additions). Such insurance shall be in an amount not less than 90% of the insurable replacement value thereof as determined by the insurance carrier and shall be on a blanket basis.

The insurance shall be written in the name of, and the proceeds thereof shall be payable to, the Association as trustee for the Unit owners and their respective mortgagees, as their interest may appear, and provision shall be made for the issuance, upon request, of certificates of such insurance to the Unit owners and their respective mortgagees. The coverage afforded by such insurance shall be reviewed by the Board not less frequently than once a year to determine if the amounts payable thereunder and the coverage thereof comply with the requirements of this Paragraph. Such insurance shall also provide for the waiver by the insurer of any and all rights of subrogation or assignment; which waiver shall cover any and all causes and rights of recovery against the Unit owners, and their respective families, tenants, guests and servants, and each of them, the association, the Board, any managing agent and all persons lawfully in possession or control of any part of the Condominium Property, for recovery against them or any of them for any loss occurring to the insured Property resulting from any of the perils insured against under such insurance policy. The Board shall not use fire and extended coverage proceeds other than for the repair of the Condominium Property.

19. Duties and Liabilities of Grantor. So long as Grantor, its successors and assigns own one or more of the condominium Units established and described herein, Grantor, its successors and assigns shall be subject to the provisions of this Declaration and all Exhibits attached hereto. Grantor further covenants to take no action that would adversely affect the right of the Association with respect to assurances against latent defects in the Property, or other rights assigned to the Association by reason of the establishment of the Condominium.

20. Receipt of Service of process. Brook Point Associates, an Ohio General Partnership, having its principal place of business at 10800 Ravenna Road, Twinsburg, Ohio 44087 is hereby designated to receive service of process on behalf of the Unit Owners' Association in any action that may be brought, or proceedings that may be instituted by or against the Board of Managers or Unit Owners' Association.

21. Amendment of Declaration. This Declaration may be amended by the affirmative vote of those unit owners entitled to exercise not less than seventy-five percent (75%) of the total voting power of the Unit Owners' Association, cast in person or by proxy at a meeting duly called and held in accordance with the By-Laws attached hereto as Exhibit "A". No such amendment shall be effective until recorded in the office of the Recorder of Summit County, Ohio.

22. Invalidity. If any one or more provisions of this Declaration are declared invalid, such invalidity shall in no way impair or affect in any manner, the enforceability, or effect, of the remainder of this Declaration.

23. Waiver. No provision contained in this Declaration shall be deemed waived by reason of failure to enforce the same, irrespective of the number of violations or reason for such failure to enforce.

24. Captions. Captions are inserted in this Declaration for convenience and reference only, and shall not be taken in any way to limit or describe the scope of this Declaration, or any provision thereof.

Signed in the presence of:

*Donald L. Martin*

Joan Eskmeij

GRANTOR  
FIRST AKRON DEVELOPMENT CORPORATION  
An Ohio Corporation

BY: *David M. Hunter*, V.P.  
DAVID M. HUNTER, Vice President

STATE OF OHIO )  
COUNTY OF SUMMIT)

Before me, a Notary Public, personally appeared the above named FIRST AKRON DEVELOPMENT CORPORATION, An Ohio Corporation, by and through DAVID M. HUNTER, its VICE PRESIDENT who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Akron, Ohio, this 7th day of FEBRUARY, 1989.

*Donald L. Martin*

DONALD L. MARTIN, Attorney  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date.  
Section 147.03 R.C.

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## BROOK POINT VILLAGE II CONDOMINIUM ASSOCIATION

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# BROOK POINT VILLAGE II CONDOMINIUM ASSOCIATION

## BY-LAWS

The within By-Laws 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 a Unit Owners' Association for the government of the Condominium Property in the manner provided for by the Declaration and these By-Laws. All present or future 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 By-Laws and shall be subject to any restriction, condition, or regulations hereafter adopted by the Trustees, which shall be called the BOARD of the Managers 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 By-Laws 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 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 areas and facilities 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 areas and facilities 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 Managers. 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 Managers.

Section 5. Meetings

(a) Annual Meeting. There shall be an annual meeting of the Unit Owners held in Cuyhoga County, Ohio within the first twenty-one (21) days of May of each year at a time and place determined by the Board of Managers, hereinafter sometimes referred to as 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. At the Annual Meeting, any matters concerning the welfare of the CONDOMINIUM may be discussed and referred to the BOARD for proper action. At the Annual Meeting, the President, Vice President and Secretary-Treasurer shall submit reports in writing for the year just ending, which report shall be read to the Unit Owners. The Annual Meeting shall be presided over by the President, Vice President or Secretary-Treasurer in that order.

SEE  
AMENDMENT.

(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 three persons, all of whom must be owners and occupants of a unit.

SEE AMENDMENT.

#### Section 2. Election of Managers.

The Managers shall be elected at each Annual Meeting of the members of the Association or at a Special Meeting called for the purpose of electing Managers. At meetings of members of the Association at which Managers 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) Managers 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 Manager 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 Manager 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 By-laws 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 Managers and those Managers 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 Managers, but at least six (6) such meetings shall be held during each fiscal year. Such meetings shall be held within the County of Cuyahoga, Ohio and not elsewhere.

SEC  
AMENDMENT.

Section 8. Special Meetings.

Special Meetings of the BOARD may be held at any time upon call by the President or any two (2) Managers. Written notice of the time and place of each meeting shall be given to each Manager, 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 Manager 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 Manager, 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.

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 Managers 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 By-laws.

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 managers 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 Manager 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 Manager or Managers 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 special committee. The officers of the Association shall be a President, Vice President and Secretary-Treasurer, all of whom shall be members of the BOARD.

SEE  
AMENDMENT

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 and Duties.

The President shall conduct all meetings of the Association and the BOARD; the Vice President or the Secretary-Treasurer, in that order, shall act in the absence of the President. The Secretary-Treasurer shall keep the minutes of the Association and BOARD meetings, shall handle 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.

SEE  
AMENDMENT

ARTICLE IV

MAINTENANCE AND PERMANENT IMPROVEMENTS

Section 1. Expenditures Paid from Maintenance Funds.

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

(a) Utility Service - Common Areas and Facilities.

Water, waste removal, electricity, telephone, heat, power or any other necessary utility service for the common areas and facilities, 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 areas and facilities, and their invitees or tenants incident to the ownership and/or use of the common areas and facilities 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 Areas and Facilities and legal and/or accounting services necessary or proper in the operation or the enforcement of the Declaration and these By-Laws and for the organization, operation and enforcement of the rights of the Association.

(d) Care of Common Areas and Facilities. Landscaping, gardening, snow removal, painting, cleaning, decorating, repair and replacement of the common areas and facilities (but not including the Restricted Common Areas 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), and the Association shall have the exclusive right and duty to acquire any recreational facilities for the common areas and facilities.

(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 areas and facilities, 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 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 areas and facilities, subject to all the provisions of the Declaration and these By-laws) 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 areas and facilities 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 areas and facilities, rather than merely against the interests therein of particular 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 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 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 By-laws, 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 By-laws.

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 By-laws 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 owners and occupants of the Condominium Property. Written notice of such rules and regulations shall be given to all 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 By-laws, the provisions of the Declaration and of these By-laws 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 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 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 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 By-laws, 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 By-laws 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 By-laws of the Association, the terms and provisions of the Declaration shall prevail, and the owners and all persons claiming under them covenant to vote in favor of such amendments in the Articles or By-laws 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 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 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 By-laws 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 areas and facilities 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 owner or his tenant. Each unit or any part thereof shall not be used for any other purpose. Each 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 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 Areas.

~~Each unit owner shall have the exclusive use of the Restricted Common Areas associated with his unit.~~

SEE AMENDMENT.

(a) Parking.

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

(b) Landscaping.

The unit owner shall have the right to:

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

~~Each unit owner may, with the approval of the Board of Managers and upon obtaining such permits as may be required by the City of North Royalton, make the following improvements within the Restricted Common Areas associated with his unit:~~

SEE AMENDMENT

(a) Fences and Walls.

Privacy fences and walls may be installed in the Restricted Common Areas to the rear or side of the unit only. Where any portion of the Restricted Common Areas 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 Area 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 By-laws.

Section 7. Compliance with By-laws.

Each unit owner shall abide by the provisions of the By-laws 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 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 By-laws, 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 pay his proportionate share of the expenses of administration, maintenance and repair of the common areas and facilities 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 areas and facilities 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 on or before April 1st, the Association 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 April 15th notify each owner in writing as to the amount of such estimate, with reasonable itemization thereof. SEC AMENDMENT

Said "estimated cash requirement" shall be assessed to the owners according to each owner's percentage of ownership in the common areas and facilities as set forth in Exhibit "C" in the Declaration. On or before May 1st of the year and the 1st 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 preceeding 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 areas and facilities 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 areas and facilities to the installments due in the succeeding six months after rendering the accounting.

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 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 owners according to each owner's percentage of ownership in the common areas and facilities. The Association shall serve notice of such further assessment on all 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 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 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 owner shall not constitute a waiver or release in any manner of such 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 owner shall be continue to pay the monthly maintenance charge at the existing monthly rates established for the pervious 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 owner or any representative of an owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the 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 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 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 areas and facilities 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 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 By-laws 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 owners of at least fifty percent (50%) of the units, including the Developer if it be an owner, the BOARD shall cause an additional audit to be made.

Section 10. Remedies for Failure to pay Assessments.

If any 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 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, and to acquire and 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 Owners.

If in the judgement of the BOARD the equity interest of any 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 owner shall be delinquent in the payment of such levies, the Association shall have the right to require such 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 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 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 By-Laws.

Upon any sale by such owner of this unit, or at such time as such 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 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 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 By-laws 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 By-Laws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these By-laws.

#### 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.

100-100-100

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 By-Laws as if fully rewritten herein.

ARTICLE XII

AMENDMENTS

These By-Laws 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 areas and facilities. A first mortgagee, upon written request, will be entitled to written notification from the Board of any amendment to the Declaration or By-laws and shall only be bound thereby if it consents in writing to such change.

Page 18. Recorded #OR 196-956 (Needs to be added)

This booklet, "Home Owners Manual" containing the Decs, By-Laws, General Rules & Regulations, other pertinent information on the Association, and all warranty, service, and contractor information shall become a permanent fixture of the Unit. It is transferrable from owner to owner. At the time of sale of a Unit, the present owner must inform the buyer of it, review it, and transfer it to the New owner. Failure to do so may constitute legal action by the BOARD and/or the Association Membership.

This instrument prepared by:

DONALD L. MARTIN  
Attorney at Law  
10800 RAVENNA ROAD  
TWINSBURG, OHIO 44087  
(216) 425-3500

4th Amendment



OR 196  
926 E  
190

COUNTY OF SUMMIT  
RECEIVED & RECORDED

89 OCT 25 AM 10:56

RALPH JAMES - RECORDER

FEES PLAT 108.00

AMEND. 18.00

TOTAL 126.00

MAIL TO:

WHITLATCH CO.  
MRS. MARTIN  
425-3500

529736

O.R. 354 PG. 219-222

CAB - E

SLIDE 739-742

DOCUMENT NUMBER

OFFICIAL RECORD  
(DO NOT REMOVE FROM RECORD)

OR 354 - 217



FIRST AKRON DEVELOPMENT CORPORATION  
TO  
BROOK POINT VILLAGE II CONDOMINIUM ASSOCIATION  
FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM  
ELECTION TO EXPAND CONDOMINIUM PROPERTY  
TO INCLUDE PARCEL II

This will certify that copies of this Election to Expand Condominium Property, with the following Exhibits attached, have been filed in the office of the Auditor of Summit County, Ohio.

2. Exhibit "B" - General Plan of Condominium Domain.
3. Exhibit "C" - Schedule of Percentages of Interest.

SUMMIT COUNTY AUDITOR

*Barbara J. George*  
Dated: 10/24, 1989

THIS ELECTION TO EXPAND CONDOMINIUM PROPERTY TO INCLUDE PARCEL II AND EXHIBITS ARE BEING FILED PURSUANT TO OHIO REVISED CODE SECTION 5311.051 AND AS PROVIDED IN THE DECLARATION OF CONDOMINIUM FILED IN O.R. 196, PAGE 926 OF SUMMIT COUNTY RECORDS.

*Donald L. Martin*  
FIRST AKRON DEVELOPMENT CORP.,  
GRANTOR

*Joan Erkene*  
BY: *David M. Hunter* V.P.  
DAVID M. HUNTER, V. President

STATE OF OHIO )  
COUNTY OF SUMMIT)

Before me, a notary Public in and for said County and State, personally appeared the above named FIRST AKRON DEVELOPMENT CORP., An Ohio Corporation, by and through, DAVID M. HUNTER, its VICE PRESIDENT, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, personally and as such officer. IN TESTIMONY WHEREOF, I have herunto set my hand and official seal at Akron, Ohio this 18TH day of October, 1989.

*Donald L. Martin*  
DONALD L. MARTIN, Attorney  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date.

FILING OF ELECTION TO EXPAND CONDOMINIUM PROPERTY TO INCLUDE PARCEL II APPROVED WITH DRAWINGS AS CERTIFIED OF TYPICAL UNITS TO BE CONSTRUCTED. NO INTEREST IN UNITS TO BE CONVEYED UNTIL DRAWINGS ARE FILED PURSUANT TO OHIO REVISED CODE 5311.07, SHOWING BUILDINGS CERTIFIED AS CONSTRUCTED.

*William E. Schultz*  
WILLIAM E. SCHULTZ  
ASSISTANT PROSECUTING ATTORNEY

ELECTION TO EXPAND CONDOMINIUM PROPERTY  
TO INCLUDE PARCEL II

This Election to Expand Brook Point Village II Condominium to include Parcel II made this \_\_\_\_\_ of \_\_\_\_\_, 1989. Grantor does hereby elect to include Parcel II in its entirety to be made a part of Brook Point Village II Condominium.

PARCEL II

Situated in the City of Cuyahoga Falls, County of Summit and State of Ohio and being known as part of Original Lot #16 of formerly Northampton Township;

Beginning at an iron pin found at the intersection of the centerline of East Bath Road (60' r/w) and the southeast corner of Original Lot #16;

Thence North  $01^{\circ} 06' 34''$  West 30.02 feet along the east line of said Lot #16 to a right of way monument found on the northerly right of way of said road;

Thence North  $01^{\circ} 06' 34''$  West 983.14 feet along the east line of Original Lot #16 to the true place of beginning for the following described parcel of land;

Thence South  $88^{\circ} 53' 26''$  West 58.43 feet to a point;

Thence North  $69^{\circ} 28' 20''$  West 27.21 feet to a point;

Thence along the arc of a curve to the left 20.14 feet to a point, said curve has a radius of 290.00 feet, a central angle of  $03^{\circ} 58' 46''$ , a chord of 20.14 and a chord bearing of North  $06^{\circ} 21' 01''$  East;

Thence South  $88^{\circ} 53' 26''$  West 123.42 feet to a point;

Thence South  $45^{\circ} 21' 18''$  West 230.00 feet to a point;

Thence North  $44^{\circ} 38' 42''$  West 284.17 feet to a point;

Thence North  $47^{\circ} 17' 02''$  East 442.56 feet to a point;

Thence North  $38^{\circ} 39' 34''$  East 29.58 feet to a point;

Thence South  $89^{\circ} 10' 20''$  East 217.30 feet to a point on the east line of Original Lot #16;

Thence South  $01^{\circ} 06' 34''$  East 386.84 feet along the east line of Original Lot #16 to the true place of beginning, containing 4.0347 acres of land more or less but subject to all legal highways or easements of record.

As described by James N. Connor, Registered Surveyor #4570, February 1989.

and also known as being Parcel 2 of Block B1-R of Brook Point Subdivision No. 3 (Brook Point Subdivision No. 3 is recorded in Plat Cabinet "D", Slide 641 Summit County Map Records).

ELECTION TO EXPAND CONDOMINIUM PROPERTY  
TO INCLUDE PARCEL II

This Election by Grantor was reserved in Item 4 of the Declaration of Condominium Ownership for Brook Point Village II Condominium and does not require the approval of any of the Unit Owners. Parcel II is being offered in its entirety at this time. All utilities and Brook Point Lane have been extended and the Grantor will fully landscape all Common Areas. All improvements to Brook Point Village Parcel II have been made and located pursuant to the review and approval of the City of Cuyahoga Falls. Twenty two (22) Units, all restricted to residential Units, will be erected in Brook Point Village Parcel II to make a total of 53 Units in Brook Point Village II Condominium. All Units to be added will be compatible in quality of construction, the principal materials to be used and architectural style to the Units being constructed in Brook Point Village II Condominium.

Limited Common Areas and common areas are hereby created as shown on Exhibit "B", General Plan of Condominium Buildings and new Percentages of Interest are hereby assigned to all Units in the Schedule, Exhibit "C". All provisions of the Declaration of Condominium Ownership for Brook Point Village II Condominium shall apply uniformly to all Unit Owners of Brook Point Village II Condominium.

This instrument prepared by:  
DONALD L. MARTIN, Attorney at Law  
10800 RAVENNA ROAD, TWINSBURG, OH 44087  
(21) 425-3500

BROOK POINT II VILLAGE CONDOMINIUM  
REVISED SCHEDULE OF PERCENTAGES OF INTEREST

UNIT/ BLDG	UNIT TYPE	STREET ADDRESS - ALL BROOK POINT LANE	PERCENT INTEREST
01	A	A	3328
02	A	H	3330
03	A	B	3336
04	A	H	3340
05	A	D	3344
06	B	A	3348
07	B	B	3354
08	B	H	3358
09	B	B	3364
10	C	B	3370
11	C	A	3374
12	D	B	3378
13	D	A	3382
14	D	B	3386
15	E	A	3388
16	E	B	3390
17	F	B	3394
18	F	A	3396
19	F	B	3398
20	G	A	3404
21	G	B	3408
22	G	A	3412
23	H	B	3416
24	H	A	3420
25	H	B	3422
26	O	B	3325
27	O	A	3327
28	O	B	3329
29	O	A	3331
30	N	D	3365
31	N	B	3369
32	N	A	3371
33	N	D	3375

OR 354 - 221

UNIT/ BLDG	UNIT TYPE	STREET ADDRESS - ALL BROOK POINT LANE	PERCENT INTEREST	
34	M	A	3385	2.06
35	M	B	3389	1.74
36	M	A	3393	1.74
37	M	B	3397	2.04
38	L	A	3407	2.01
39	L	A	3411	2.00
40	L	B	3415	1.74
41	L	A	3419	1.92
42	K	B	3425	2.12
43	K	A	3429	2.07
44	K	B	3433	2.17
45	K	A	3437	2.50
46	J	D	3443	2.00
47	J	A	3447	1.89
48	J	B	3451	1.85
49	J	A	3455	2.19
50	I	B	3440	2.35
51	I	H	3436	1.64
52	I	B	3432	1.74
53	I	A	3428	1.97

TENTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
BROOK POINT VILLAGE II CONDOMINIUM

AFFIDAVIT OF GRANTOR AND AFFIDAVIT OF DEVELOPER

DAVID M. HUNTER, VICE PRESIDENT OF FIRST AKRON DEVELOPMENT CORPORATION, WHICH IS GRANTOR IN THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED IN O.R. 196, PAGES 926 SUMMIT COUNTY RECORDS; AND WILLIAM C. WHITLATCH, PRESIDENT OF WHITLATCH & CO. WHICH IS A PARTNER WITH FIRST AKRON DEVELOPMENT CORPORATION IN BROOK POINT ASSOCIATES (THE DEVELOPER OF BROOK POINT VILLAGE II CONDOMINIUM), BEING FIRST DULY SWORN, DEPOSE AND SAY THAT:

1. All fifty-three (53) Units in Brook Point Village II Condominium have been transferred by Grantor to Unit Owners.
2. All fifty-three (53) Unit Owners in Brook Point Village II Condominium signed a one time Proxy Form at the time of taking title to their Units.
3. All of said Proxy Forms are in the possession of Whitlatch & Co.
4. The language of all of said Proxy Forms is as follows:

"The undersigned member of BROOK POINT VILLAGE II CONDOMINIUM ASSOCIATION hereby constitutes and appoints WHITLATCH & CO. as the true and lawful agent or proxy to sign any and all documents necessary to revise the Schedule of Percentage of Interest to make my Percentage of Interest reflect the base price, site features and plan options of my Unit divided by the total of the base price, site features and plan options of all Units in BROOK POINT VILLAGE II CONDOMINIUM, taken at one point in time upon the completion of all Units.

This shall be done by WHITLATCH & CO. after the transfer of the last Unit in the Condominium. I understand that this is a one time proxy; and state that it may not be used except for the purpose indicated above.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

Unit Owner Signature

Unit Owner Signature

Unit # \_\_\_\_\_ Street Address, City, State, Zip"

APPROVED AS TO FORM

*William E. Schuch*  
Assistant Prosecuting Attorney Summit County, Ohio

3/16/94

*James B. McCarthy*  
By *Cuyatt*  
County Auditor  
march 16, 1994

TRANSFER NOT NECESSARY  
March 16, 1994  
James B. McCarthy County Auditor

5. WHITLATCH & CO., as the true and lawful agent of all fifty-three (53) Unit Owners in BROOK POINT VILLAGE II CONDOMINIUM, hereby attaches for record the REVISED Schedule of Percentage of Interest (Exhibit "C") for BROOK POINT VILLAGE II CONDOMINIUM.

5. Exhibit "C" is being refiled to correct the Percentages of Interest only; all other items contained in Exhibit "C" are correct as originally filed and are not being changed with this Amendment.

6. Further, affaints sayeth naught.

WITNESS AS TO ALL:

  
DONALD L. MARTIN

GRANTOR:

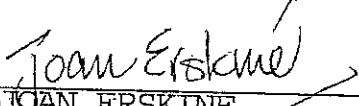
FIRST AKRON DEVELOPMENT CORPORATION

BY:  V.P.  
DAVID M. HUNTER, Vice Pres.

DEVELOPER: BROOK POINT ASSOCIATES

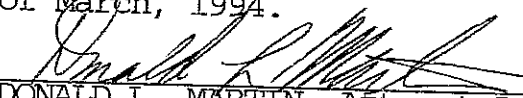
BY: WHITLATCH & CO, Partner

BY:   
WILLIAM C. WHITLATCH, Pres.

  
JOAN ERSKINE

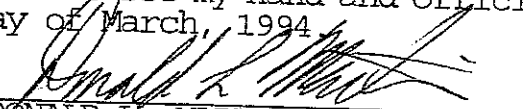
STATE OF OHIO )  
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named FIRST AKRON DEVELOPMENT CORPORATION, by and through DAVID M. HUNTER, its Vice President, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, personally and as such officer. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Akron, Ohio this 15th day of March, 1994.

  
DONALD L. MARTIN, Atty at Law  
My commission has no Expiration

STATE OF OHIO )  
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named WHITLATCH & CO., by and through, WILLIAM C. WHITLATCH, its President, who acknowledged that he signed the foregoing instrument and that the same is his free act and deed, personally and as such officer. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Twinsburg, Ohio this 15th day of March, 1994.

  
DONALD L. MARTIN, Atty at Law  
My Commission has no Expiration

THIS INSTRUMENT PREPARED BY:  
DONALD L. MARTIN, Atty, at Law,  
10800 Ravenna Road, Twinsburg, OH 44087  
(216) 425-3500

BROOK POINT VILLAGE II CONDOMINIUM ASSOCIATION  
REVISED SCHEDULE OF PERCENTAGE OF INTEREST

PAGE 1

Unit No.	Bldg	Street Address	Garage Spaces	Unit Type	Percent Interest
1	A	3328 BROOK POINT LANE	2	A	1.97
2	A	3330 BROOK POINT LANE	1	D	1.56
3	A	3336 BROOK POINT LANE	2	B	1.79
4	A	3340 BROOK POINT LANE	1	D	1.61
5	A	3344 BROOK POINT LANE	1	C	1.83
6	B	3348 BROOK POINT LANE	2	A	1.90
7	B	3354 BROOK POINT LANE	1	B	1.68
8	B	3358 BROOK POINT LANE	1	D	1.56
9	B	3364 BROOK POINT LANE	2	B	1.86
10	C	3370 BROOK POINT LANE	1	B	1.80
11	C	3374 BROOK POINT LANE	2	A	1.85
12	D	3378 BROOK POINT LANE	1	B	1.80
13	D	3382 BROOK POINT LANE	2	A	1.89
14	D	3386 BROOK POINT LANE	1	B	1.80
15	E	3388 BROOK POINT LANE	1	A	1.87
16	E	3390 BROOK POINT LANE	1	B	1.80
17	F	3394 BROOK POINT LANE	1	B	1.80
18	F	3396 BROOK POINT LANE	2	A	1.82
19	F	3398 BROOK POINT LANE	2	B	1.86
20	G	3404 BROOK POINT LANE	2	A	1.90
21	G	3408 BROOK POINT LANE	1	B	1.68
22	G	3412 BROOK POINT LANE	1	A	1.82
23	H	3416 BROOK POINT LANE	2	B	1.80
24	H	3420 BROOK POINT LANE	2	A	1.82
25	H	3422 BROOK POINT LANE	2	B	1.80
26	O	3325 BROOK POINT LANE	1	B	1.81
27	O	3327 BROOK POINT LANE	2	A	2.04
28	O	3329 BROOK POINT LANE	1	B	1.92
29	O	3331 BROOK POINT LANE	2	A	2.16
30	N	3365 BROOK POINT LANE	1	C	2.00
31	N	3369 BROOK POINT LANE	1	B	1.74
32	N	3371 BROOK POINT LANE	1	A	1.97
33	N	3375 BROOK POINT LANE	2	C	2.00
34	M	3385 BROOK POINT LANE	2	A	1.96



ORT632-2355

BROOK POINT VILLAGE II CONDOMINIUM ASSOCIATION  
REVISED SCHEDULE OF PERCENTAGE OF INTEREST

PAGE 2

Unit No.	Bldg	Street Address	Garage Spaces	Unit Type	Percent Interest
35	M	3389 BROOK POINT LANE	1	B	1.74
36	M	3393 BROOK POINT LANE	1	A	1.74
37	M	3397 BROOK POINT LANE	2	B	2.08
38	L	3407 BROOK POINT LANE	2	A	2.08
39	L	3411 BROOK POINT LANE	2	A	2.01
40	L	3415 BROOK POINT LANE	1	B	1.74
41	L	3419 BROOK POINT LANE	2	A	1.92
42	K	3425 BROOK POINT LANE	2	B	2.11
43	K	3429 BROOK POINT LANE	2	A	2.07
44	K	3433 BROOK POINT LANE	2	B	2.21
45	K	3437 BROOK POINT LANE	2	A	2.32
46	J	3443 BROOK POINT LANE	2	C	2.00
47	J	3447 BROOK POINT LANE	2	A	1.92
48	J	3451 BROOK POINT LANE	2	B	1.85
49	J	3455 BROOK POINT LANE	2	A	2.16
50	I	3440 BROOK POINT LANE	2	B	2.40
51	I	3436 BROOK POINT LANE	1	D	1.57
52	I	3432 BROOK POINT LANE	1	B	1.68
53	I	3428 BROOK POINT LANE	2	A	1.93

100.00

EXHIBIT "C"

OR1814- 503

BROOK POINT VILLAGE II CONDOMINIUM

CUYAHOGA FALLS, OHIO

AMENDMENT NO. 11 of DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that a copy of this  
Amendment has been filed in the office of  
the County Recorder, Summit County, Ohio

Date: Dec 6, 1994

James B. McCarthy  
Summit County Auditor

By: Emilia J. George  
Deputy Auditor

THIS INSTRUMENT PREPARED BY:  
William J. Ockington, Esq.  
29425 Chagrin Blvd. Suite 305  
Pepper Pike, Ohio 44122  
(216)831-4935

TRANSFER NOT NECESSARY  
12-6-94  
James B. McCarthy County Auditor

CHICAGO TITLE INSURANCE CO.  
ORDER NO. A-1557

CHICAGO TITLE INSURANCE COMPANY BOX

TNN 12-6-94

AMENDMENT NO. 11  
OF DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR BROOK POINT VILLAGE II CONDOMINIUM

This Amendment is made as of the 21st day of November, 1994 for the purpose of limiting rentals and leasing of the condominium and is made in accordance with the provisions of the Ohio Condominium Act, Ohio Revised Code Chapter 5311;

WHEREAS, the Declaration of Condominium Ownership for Brook Point Village II Condominium together with Drawings and By-laws was recorded with the Summit County Recorder, which Declaration was recorded in Official Record Book 196, Page 926 et seq.; and

WHEREAS, Ten Amendments to said Declaration of Condominium Ownership for Brook Point Village II Condominium has been recorded by the Grantor in the Summit County Records; and

WHEREAS, a majority of the Unit Owners desire to further amend the Declaration with respect to leasing of units;

W I T N E S S E T H :

- 1.) Section 21 (a) of the Declaration on Page 12 thereof provides that:

**" 21. Amendment of Declaration. This declaration may be amended by the affirmative vote of those unit owners entitled to exercise not less than seventy-five percent (75%) of the total voting power of the unit owners' association, cast in person or by proxy at a meeting duly called and held in accordance with the by-laws attached hereto as Exhibit "A". No such amendment shall be effective until recorded in the office of the Recorder of Summit County, Ohio."**

2.) The Unit Owners of Brook Point Village II Condominium Association who are entitled to exercise at least seventy-five (75%) of the voting power of the Association wish to amend said Declaration as provided herein.

3.) The following section is substituted for Section 12 D of the Declaration as is set forth on Page 10 of said Declaration.

"D. Each Unit shall be used by its respective owner only as a residential dwelling by the owner, his or her family, tenants, and social guests, and for no other purpose whatsoever. No Unit owner may partition or subdivide any Unit.

No Unit shall be rented by a Unit Owner to others as a regular practice for business, speculative investment or other similar purpose. To meet specific situations and to avoid undue hardship or practical difficulties, the Board of Managers may grant permission to a Unit Owner to Lease his or her Unit to a specified renter for a period not to exceed twenty-four (24) total months during said Unit Owners ownership, provided said lease is made subject to the covenants and restrictions of this Declaration and the By-laws. A Unit Owner whether under the aforesaid restriction or not affected by said restriction, as hereinafter provided, shall give the Board of Managers not less than thirty (30) days prior written notice of the intention to lease the Unit and the intended terms of such lease agreement. Said Board of Managers shall within fifteen (15) days after receipt of such written notice of the intention to lease, notify such Unit Owner as to whether or not such lease is permitted pursuant to the terms hereof.

Renting includes the term leasing for all purposes hereunder.

Any lease shall require the tenant to abide by the Declaration, By-laws and the administrative rules and regulations and all amendments thereof and give the Association the right to act for the purpose of evicting the tenant if the tenant violates the covenants and restrictions of this Declaration, the By-laws and the administrative rules and regulations which may be in addition to the remedies under these documents for any violations by the tenant. The Unit Owner shall remain liable for all obligations of ownership of his or her Unit and shall be responsible to the Board of Managers for the conduct of his or her tenant. Any conflict between this provision or other provisions of this Declaration and the accompanying By-laws shall be interpreted in favor of this restriction on leasing.

Notwithstanding the foregoing restrictions, (i) any owner leasing his or her Unit prior to the filing of this Amendment with the Summit County Recorder shall continue to enjoy the privilege of leasing such Unit and (ii) such restrictions shall not apply to a first mortgagee of a Unit in connection with a mortgage foreclosure (or acceptance of a deed in lieu of foreclosure) or with respect to any sale or transfer by the first mortgagee or any other party who acquired the Unit in connection with the foreclosure or deed-in-lieu of foreclosure, or (iii) any owner whose Unit is financed by or through the U.S. Department of Veterans Affairs pursuant to the prohibitions on leasing restriction set forth in 38 U.S.C. 1803 (c)."

4.) Except as specifically hereinabove and hereinbefore amended, all of the provisions of the Declaration, the By-laws and the Drawings shall be and hereby are declared to be in full force and effect.


5.) Approval by the Unit Owners of the Eleventh Amendment of the Declaration of Condominium Ownership for Brook Point Village II Condominium Association is set forth on the separate certification by Charles Compton, President of Brook Point Village II Condominium and the same are attached hereto.

IN WITNESS WHEREOF, Brook Point Village II Condominium Association and the majority of Unit Owners, hereby approve the foregoing Eleventh Amendment to Declaration of Condominium Ownership for Brook Point Village II Condominium and By-Laws, and sign this Eleventh Amendment and several counterpart copies at the places and on the dates hereinafter set forth, each of which counterpart shall be deemed an original, and all of which together shall be deemed one instrument.

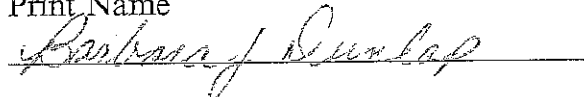
Signed at STOW, Ohio this 29 day of Nov., 1994.

Signed in the presence of  
(Witnesses names must be typed or  
printed under their signature):

Brook Point Village II  
Condominium Unit Owners Association, Inc.

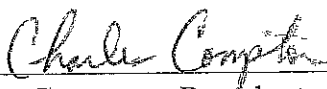
  
JEFFREY T. JONES

Print Name



BARBARA J. DUNLAP

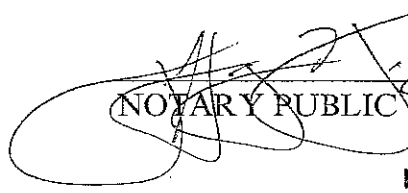
Print Name

By:   
Charles Compton, President

STATE OF OHIO                    )  
   ) S.S.  
 COUNTY OF SUMMIT            )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Brook Point Village II Condominium Unit Owners Association, an Ohio corporation not for profit by Charles Compton its President who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation and his free act and deed individually and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at  
STON, Ohio this 29 day of Nov., 1994.

 NOTARY PUBLIC JEFFREY T. JONES, Notary Public  
 Residence - Summit County  
 State Wide Jurisdiction, Ohio  
 My Commission Expires Dec. 21, 1997

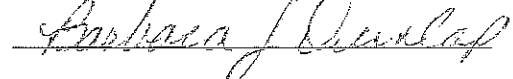
**APPROVAL BY UNIT OWNERS OF ELEVENTH AMENDMENT  
 OF DECLARATION AND BY-LAWS OF CONDOMINIUM OWNERSHIP OF  
 BROOK POINT VILLAGE II CONDOMINIUM**

The undersigned, being more than 84.00% of the undivided interest of the Unit Owners of Brook Point Village II Condominium hereby approve this Eleventh Amendment to the Declaration of Condominium Ownership and By-laws for Brook Point Condominium.

Signed at STON, Ohio this 29 day of  
Nov., 1994.


  
 JEFFREY T. JONES

Print Name



BARBARA J. DUNLAP

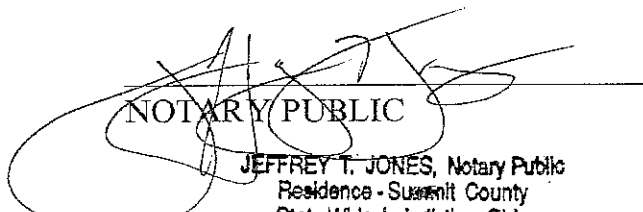
Print Name

x   
 Charles Compton, for the Unit  
 Owners of Brook Point Village II  
 Condominium, as set forth in the  
 attached Schedule of Unit Owners

STATE OF OHIO                    )  
   )     S.S.  
 COUNTY OF SUMMIT        )

BEFORE ME, a Notary Public in and for said county and state, personally appeared the above named Charles Compton, for the Unit Owners of Brook Point Village II Condominium set forth in the attached Schedule of Unit Owners, who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Stow, Ohio this 29 day of Nov., 1994.

  
 NOTARY PUBLIC  
 JEFFREY T. JONES, Notary Public  
 Residence - Summit County  
 State Wide Jurisdiction, Ohio  
 My Commission Expires Dec. 21, 1997

*[Faint, illegible handwritten notes]*



BROOK POINT VILLAGE II CONDOMINIUM ASSOCIATION  
REVISED SCHEDULE OF PERCENTAGE OF INTEREST

PAGE 1

Unit No.	Bldg	Street Address	Garage Spaces	Unit Type	Percent Interest	Vote
1	A	3328 BROOK POINT LANE	2	A	1.97	Y
2	A	3330 BROOK POINT LANE	1	D	1.56	Y
3	A	3336 BROOK POINT LANE	2	B	1.79	Y
4	A	3340 BROOK POINT LANE	1	D	1.61	Y
5	A	3344 BROOK POINT LANE	1	C	1.83	Y
6	B	3348 BROOK POINT LANE	2	A	1.90	Y
7	B	3354 BROOK POINT LANE	1	B	1.68	Y
8	B	3358 BROOK POINT LANE	1	D	1.56	Y
9	B	3364 BROOK POINT LANE	2	B	1.86	Y
10	C	3370 BROOK POINT LANE	1	B	1.80	Y
11	C	3374 BROOK POINT LANE	2	A	1.85	Y
12	D	3378 BROOK POINT LANE	1	B	1.80	Y
13	D	3382 BROOK POINT LANE	2	A	1.89	Y
14	D	3386 BROOK POINT LANE	1	B	1.80	Y
15	E	3388 BROOK POINT LANE	1	A	1.87	Y
16	E	3390 BROOK POINT LANE	1	B	1.80	Y
17	F	3394 BROOK POINT LANE	1	B	1.80	
18	F	3396 BROOK POINT LANE	2	A	1.82	Y
19	F	3398 BROOK POINT LANE	2	B	1.86	Y
20	G	3404 BROOK POINT LANE	2	A	1.90	Y
21	G	3408 BROOK POINT LANE	1	B	1.68	Y
22	G	3412 BROOK POINT LANE	1	A	1.82	
23	H	3416 BROOK POINT LANE	2	B	1.80	
24	H	3420 BROOK POINT LANE	2	A	1.82	
25	H	3422 BROOK POINT LANE	2	B	1.80	Y
26	O	3325 BROOK POINT LANE	1	B	1.81	
27	O	3327 BROOK POINT LANE	2	A	2.04	Y
28	O	3329 BROOK POINT LANE	1	B	1.92	Y
29	O	3331 BROOK POINT LANE	2	A	2.16	Y
30	N	3365 BROOK POINT LANE	1	C	2.00	
31	N	3369 BROOK POINT LANE	1	B	1.74	Y
32	N	3371 BROOK POINT LANE	1	A	1.97	
33	N	3375 BROOK POINT LANE	2	C	2.00	Y
34	M	3385 BROOK POINT LANE	2	A	1.96	Y

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BROOK POINT VILLAGE II CONDOMINIUM ASSOCIATION  
REVISED SCHEDULE OF PERCENTAGE OF INTEREST

PAGE 2

Unit No.	Bldg	Street Address	Garage Spaces	Unit Type	Percent Interest	VOTE
35	M	3389 BROOK POINT LANE	1	B	1.74	Y
36	M	3393 BROOK POINT LANE	1	A	1.74	Y
37	M	3397 BROOK POINT LANE	2	B	2.08	Y
38	L	3407 BROOK POINT LANE	2	A	2.08	Y
39	L	3411 BROOK POINT LANE	2	A	2.01	Y
40	L	3415 BROOK POINT LANE	1	B	1.74	Y
41	L	3419 BROOK POINT LANE	2	A	1.92	Y
42	K	3425 BROOK POINT LANE	2	B	2.11	Y
43	K	3429 BROOK POINT LANE	2	A	2.07	Y
44	K	3433 BROOK POINT LANE	2	B	2.21	Y
45	K	3437 BROOK POINT LANE	2	A	2.32	Y
46	J	3443 BROOK POINT LANE	2	C	2.00	Y
47	J	3447 BROOK POINT LANE	2	A	1.92	Y
48	J	3451 BROOK POINT LANE	2	B	1.85	Y
49	J	3455 BROOK POINT LANE	2	A	2.16	Y
50	I	3440 BROOK POINT LANE	2	B	2.40	Y
51	I	3436 BROOK POINT LANE	1	D	1.57	Y
52	I	3432 BROOK POINT LANE	1	B	1.68	Y
53	I	3428 BROOK POINT LANE	2	A	1.93	Y

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O.R. \_\_\_\_\_ PG. 852-863

COUNTY OF SUMMIT  
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RALPH JAMES - RECORDER

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**BROOK POINT VILLAGE II CONDOMINIUM**

**CUYAHOGA FALLS, OHIO**

**AMENDMENT NO. 12 of DECLARATION OF CONDOMINIUM OWNERSHIP**  
**AMENDMENT NO. 2 OF THE BY-LAWS**

This will certify that a copy of this  
Amendment has been filed in the office of  
the County Recorder, Summit County, Ohio

Date: 12-20, 1996

Summit County Auditor

By: [Signature]  
Deputy Auditor

THIS INSTRUMENT PREPARED BY:  
William J. Ockington, Esq.  
29425 Chagrin Blvd. Suite 305  
Pepper Pike, Ohio 44122  
(216)831-4935

**APPROVED AS TO FORM**  
[Signature]  
Assistant Prosecuting Attorney  
Summit County, Ohio

TRANSFER NOT NECESSARY  
SEC. 319.202 REV. CODE COMPLIED WITH  
[Signature]  
Consideration  
JAMES B. MCCARTHY  
County Auditor

BY [Signature]  
Deputy Auditor

TRANSFER NOT NECESSARY  
James B. McCarthy County Auditor  
12-20-96

CHICAGO TITLE INSURANCE CO.  
ORDER NO. A-1517

CHICAGO TITLE INSURANCE COMPANY BOX

AMENDMENT NO. 12  
OF DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR BROOK POINT VILLAGE II CONDOMINIUM  
AND AMENDMENT NO. 2 OF BY-LAWS

This Amendment is made as of the 12th day of December, 1996 for the purpose of amending the Declaration and By-Laws of Brookpoint Village II Condominium and is made in accordance with the provisions of the Ohio Condominium Act, Ohio Revised Code Chapter 5311;

WHEREAS, the Declaration of Condominium Ownership for Brook Point Village II Condominium together with Drawings and By-laws was recorded with the Summit County Recorder, which Declaration was recorded in Official Record Book 196, Page 926 et seq.; and

WHEREAS, Eleven Amendments to said Declaration of Condominium Ownership and one amendment to the By-laws for Brook Point Village II Condominium have been recorded in the Summit County Records; and

WHEREAS, a majority of the Unit Owners desire to further amend the Declaration and By-Laws with respect to certain painting as provided herein.

W I T N E S S E T H :

- 1.) Section 21 (a) of the Declaration on Page 12 thereof provides that:

" 21. Amendment of Declaration. This declaration may be amended by the affirmative vote of those unit owners entitled to exercise not less than seventy-five percent (75%) of the total voting power of the unit owners' association, cast in person or by proxy at a meeting duly called and held in accordance with the by-laws attached hereto as Exhibit "A". No such amendment shall be effective until recorded in the office of the Recorder of Summit County, Ohio."

- 2.) Section XII of the By-laws on Page 18 thereof provides that:

"XII AMENDMENTS

These By-Laws may be amended from time to time at an Annual or Special Meeting of the

Description approved by  
TAX MAP DEPARTMENT

1. N. N. 12-20-16 Kuy

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 areas and facilities. A first mortgagee, upon written request, will be entitled to written notification from the Board of any amendment to the Declaration or By-laws and shall only be bound thereby if it consents in writing to such change."

3.) The Unit Owners of Brook Point Village II Condominium Association who are entitled to exercise at least seventy-five (75%) of the voting power of the Association wish to amend said Declaration and By-Laws as provided herein.

4.) The following section is substituted for Section 7(A)(2) of the Declaration as is set forth on Page 7 of said Declaration.

"(2) All windows, screens and doors, including the frames, sashes and jambs, and the space occupied thereby which are to be repaired and replaced at the unit owners expense but such exterior surfaces of the framework, doors and windows shall be the responsibility of the association as a common expense for purposes of painting except the painting of the exterior surface of the garage doors which is the Unit Owners responsibility.

5.) The following section is substituted for Section 8 of the Declaration as is set forth on Page 8 of said Declaration.

"8. Common Areas and Facilities. Common Areas and Facilities shall consist of the Land, all foundations, slabs, structural elements and exterior surfaces of all buildings, all exterior utility lines and all shared interior utility lines, drives and parking areas, trees, shrubs and landscaping and other common features including the painted surfaces of all exterior doors, framework and windows except the painting of the exterior surface of the garage doors which is the Unit Owners responsibility.

6.) The following section is substituted for Article IV (d) of the By-laws as is set forth on Page 8 of said By-laws.

"(d) Care of Common Areas and Facilities. Landscaping, gardening, snow removal, painting, cleaning, decorating, repair and replacement of the common areas and facilities 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 Areas which have been altered as provide 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 areas and facilities".

7.) Except as specifically hereinabove and hereinbefore amended, all of the provisions of the Declaration, the By-laws and the Drawings shall be and hereby are declared to be in full force and effect.

8.) Approval by the Unit Owners of the Twelfth Amendment of the Declaration of Condominium Ownership and Second Amendment to By-laws for Brook Point Village II Condominium Association is set forth on the separate certification by Charles Compton, President of Brook Point Village II Condominium and the same are attached hereto.

IN WITNESS WHEREOF, Brook Point Village II Condominium Association and the majority of Unit Owners, hereby approve the foregoing Twelfth Amendment to Declaration of Condominium Ownership and Second Amendment to By-laws for Brook Point Village II Condominium and sign this Twelfth Amendment to Declaration and Second Amendment to By-laws and several counterpart copies at the places and on the dates hereinafter set forth, each of which counterpart shall be deemed an original, and all of which together shall be deemed one instrument.

Signed at Cuyahoga Falls, Ohio this 12<sup>th</sup> day of December, 1996.

Signed in the presence of  
(Witnesses names must be typed or  
printed under their signature):

Brook Point Village II  
Condominium Unit Owners Association, Inc.

Linda J. Williams

LINDA J. WILLIAMS  
Print Name

Elizabeth M. Sador

Elizabeth M. Sador  
Print Name

By: Charles Compton  
Charles Compton, President

STATE OF OHIO                    )  
   ) S.S.  
 COUNTY OF SUMMIT            )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Brook Point Village II Condominium Unit Owners Association, an Ohio corporation not for profit by Charles Compton its President who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation and his free act and deed individually and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at  
Cuyahoga Falls Ohio this 12<sup>th</sup> day of December, 1996.

LINDA J. WILLIAMS  
 Notary Public - State of Ohio  
 My Commission Expires March 3, 2001

Linda J. Williams  
 NOTARY PUBLIC

**APPROVAL BY UNIT OWNERS OF TWELFTH AMENDMENT  
 OF DECLARATION AND SECOND AMENDMENT TO BY-LAW OF CONDOMINIUM  
 OWNERSHIP OF BROOK POINT VILLAGE II CONDOMINIUM**

The undersigned, being more than \_\_\_\_\_ % of the undivided interest of the Unit Owners of Brook Point Village II Condominium hereby approve this Twelfth Amendment to the Declaration of Condominium Ownership and Second Amendment to By-laws for Brook Point Condominium II.

Signed at Cuyahoga Falls, Ohio this 12<sup>th</sup> day of December, 1996.

Linda J. Williams

LINDA J. WILLIAMS  
 Print Name

Elizabeth M. Saden

Elizabeth M. Saden  
 Print Name

Charles Compton  
 Charles Compton, for the Unit  
 Owners of Brook Point Village II  
 Condominium, as set forth in the  
 attached Schedule of Unit Owners

STATE OF OHIO                    )  
   )       S.S.  
 COUNTY OF SUMMIT            )

BEFORE ME, a Notary Public in and for said county and state, personally appeared the above named Charles Compton, for the Unit Owners of Brook Point Village II Condominium set forth in the attached Schedule of Unit Owners, who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Cuyahoga Falls Ohio this 12<sup>th</sup> day of December, 1996.

Linda J. Williams  
 NOTARY PUBLIC

LINDA J. WILLIAMS  
 Notary Public - State of Ohio  
 My Commission Expires March 3, 2001



ATTACHED IS A LISTING OF  
THE AFFIRMATIVE AND NEGATIVE  
VOTES CAST FOR THE PURPOSES OF THE  
12TH AMENDMENT TO THE DECLARATION  
AND 2ND AMENDMENT TO THE BY-LAWS OF  
BROOK POINT II VILLAGE CONDOMINIUM

THE VOTES ARE INDICATED IN THE COLUMN LISTED AS "SPACE NUMBERS".  
A AFFIRMATIVE VOTE IS A "CHECK MARK" AND A NEGATIVE VOTE IS A "X".

CLIENT  
6023  
DEV.  
402

CLIENT NAME  
BARNETT MANAGEMENT INC.  
DEVELOPMENT NAME  
BROOK POINT II VILLAGE CONDO.

REPORT NAME  
OWNERS LEDGER  
REPORT NO. KEY  
CDM220DLY 6023006403

DATE  
11/14/96  
PAGE  
19

BLD:001

UNIT NO.	NAME & TITLE ADDRESS PHONE NO. - TENANT NAME * ALTERNATE ADDRESS	RD NO. T/A	S T	IDENTITY CHARGES CODE-AMOUNT	PERCENT/SHARES SQ. FT. CLASS	SPACE NUMBERS	WORKING CAPITAL ON HAND	AMT. OF LAST CHANGE	DATES 5-9 VACANT C-CHANGE	BEGINNING BALANCE	CHARGES		PAYMENTS		ENDING BALANCE
											AMOUNT	DATE	AMOUNT	DATE	
3325	STRAUSS MARVIN PHONE - (330) 928-7531 3325 BROOK POINT LANE		C	MNT 93.56	1.8100000			5	9999999MNT L103196 0010195	.00 *	93.56	1101	93.56	1031	.00 *
3327	BREIDING P & M 3327 BROOK POINT LANE		C	MNT 105.45	2.0400000			5	9999999MNT L103196 0010195	.00 *	105.45	1101	105.45	1106	.00 *
3328	CURTIS ROBERT PHONE - (330) 928-8193 3328 BROOK POINT LANE		C	MNT 101.84	1.9700000			5	9999999MNT L103196 0010195	.00 *	101.84	1101	101.84	1031	.00 *
3329	KARAMELO THELMA PHONE - (330) 923-2036 3329 BROOK POINT LANE		C	MNT 99.25	1.9200000			5	9999999MNT L103196 0010195	.00 *	99.25	1101	99.25	1031	.00 *
3330	CHEPPAS NIKI 3330 BROOK POINT LANE		C	MNT 80.64	1.5600000			4	9999999MNT L111496 0010195	.00 *	80.64	1101	80.64	1114	.00 *
3331	DZIGORSKI HELEN D PHONE - (330) 923-5002 3331 BROOK POINT LANE		C	MNT 111.66	2.1600000			6	9999999MNT L103196 0010195	.00 *	111.66	1101	111.66	1031	.00 *
3336	GAETA LOUIS PHONE - (330) 928-5781 3336 BROOK POINT LANE		C	MNT 92.53	1.7900000			5	9999999MNT L103196 0010195	.00 *	92.53	1101	92.53	1031	.00 *
3340	WHITMORE SANDRA PHONE - (330) 945-4339 3340 BROOK POINT LANE		C	MNT 83.23	1.6100000			4	9999999MNT L103196 0010195	83.23 *	83.23	1101	166.46	1031	.00 *
3344	HUTCHINS DORIS 3344 BROOK POINT LANE		C	MNT 94.60	1.8300000			5	9999999MNT L103196 0010195	.00 *	94.60	1101	94.60	1031	.00 *
3348	ANFANG EILEEN PHONE - (330) 929-3014 3348 BROOK POINT LANE		C	MNT 98.22	1.9000000			5	9999999MNT L103196 0010195	.00 *	98.22	1101	98.22	1031	.00 *
3354	KEESY ROSEMAR PHONE - (330) 945-9573 3354 BROOK POINT LANE		C	MNT 86.84	1.6800000			4	9999999MNT L103196 0010195	.00 *	86.84	1101	86.84	1031	.00 *
3358	GILL CAROL PHONE - (330) 923-8934 3358 BROOK POINT LANE		C	MNT 80.64	1.5600000			4	9999999MNT L103196 0010195	.00 *	80.64	1101	80.64	1031	.00 *
3364	KIGGINS MONT PHONE - (330) 923-5614 336 DOK POINT LANE		C	MNT 96.15	1.8600000			4	9999999MNT L103196 0010195	.00 *	96.15	1101	96.15	1031	.00 *

UNIT NO.	NAME & TITLE ADDRESS PHONE NO. - TR-TELEANT NAME * = ALTERNATE ADDRESS	RD T S T A T E	MONTHLY CHARGES CODE - AMOUNT	PERCENT/SHARES S.U.T. CLASS	SPACE NUMBERS	WORKING CAPITAL FUND	AMT OF LAST CHANGE	DATES 9-ESTIMATE LAST CHANGE	BEGINNING BALANCE	CHARGES		PAYMENTS		ENDING BALANCE
										AMOUNT	DATE	AMOUNT	DATE	
3364	KIGGINS MONT													
3365	BITTINGER CLINTON PHONE - (330) 928-3240 3365 BROOK POINT LANE	C	MNT 103.39	2.0000000	X			5	5/9/99 9/9/99 10/30/96	206.78 -	103.39	11/01	.00	103.39 -
3369	MC CORACK BETH AN PHONE - (330) 928-5413 3369 BROOK POINT LANE	C	MNT 89.95	1.7400000	✓			5	5/9/99 9/9/99 11/03/96	.00	89.95	11/01	89.95	.00
3370	MAIORANA MARK PHONE - (330) 945-5840 3370 BROOK POINT LANE	C	MNT 93.05	1.8000000	X			5	5/9/99 9/9/99 11/06/96	.00	93.05	11/01	93.05	.00
3371	PAVLICH DAVID PHONE - (330) 630-9362 3371 BROOK POINT LANE	C	MNT 101.84	1.9700000	✓			5	5/9/99 9/9/99 11/06/96	.00	101.84	11/01	101.84	.00
3374	PASSEOS II E. & L. PHONE - (330) 922-5761 3374 BROOK POINT LANE	C	MNT 95.63	1.8500000	✓				5/11/99 9/9/99 11/03/96	.00	95.63	11/01	95.63	.00
3375	MC HUGH WILLIAM PHONE - (330) 945-4088 3375 BROOK POINT LANE	C	MNT 103.39	2.0000000	✓			5	5/9/99 9/9/99 11/03/96	.00	103.39	11/01	103.39	.00
3378	O'BRIEN EDWARD PHONE - (330) 945-7627 3378 BROOK POINT LANE	C	MNT 93.05	1.8000000	X			5	5/9/99 9/9/99 11/03/96	.00	93.05	11/01	93.05	.00
3382	COMPTON CHARLES PHONE - (330) 945-6972 3382 BROOK POINT LANE	C	MNT 97.70	1.8900000	✓			5	5/9/99 9/9/99 11/03/96	.00	97.70	11/01	97.70	.00
3385	WINTER WARING PHONE - (330) 923-4735 3385 BROOK POINT LANE	C	MNT 101.32	1.9600000	✓			5	5/9/99 9/9/99 11/03/96	.00	101.32	11/01	101.32	.00
3386	SHARPE LOUIS PHONE - (330) 945-4855 3386 BROOK POINT LANE	C	MNT 93.05	1.8000000	✓			5	5/9/99 9/9/99 11/14/96	.00	93.05	11/01	93.05	.00
3388	MISHLER WILFRED PHONE - (330) 929-8126 3388 BROOK POINT LANE * W.A. MISHLER * 105 BAY MAR DR. * FT. MYERS BEACH FL 33981	C	MNT 96.67	1.8700000	✓			5	5/9/99 9/9/99 11/03/96	.00	96.67	11/01	96.67	.00
3389	GIBSON CLARENC PHONE - (330) 928-9232	C	MNT 89.95	1.7400000					5/9/99 9/9/99 11/03/96	.00	89.95	11/01	89.95	.00

CLIENT
6023
DEV.
403

CLIENT NAME
BARNETT MANAGEMENT INC.
DEVELOPMENT NAME
BROOK POINT II VILLAGE CONDO.

REPORT NAME
OWNERS LEDGER
REPORT NO.
COM22001Y
KEY
6023000403

DATE
11/14/96
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UNIT NO.	NAME & TITLE ADDRESS	RD T	S	MONTHLY CHARGES		PERCENT/SHARES	SPACE	WORKING	AMT	DATES	BEGINNING	CHARGES		PAYMENTS		ENDING
				CODE	AMOUNT							AMOUNT	DATE	AMOUNT	DATE	
3390	DANESIS MICHAEL PHONE - (330) 945-4430 3390 BROOK POINT LANE			C	MNT	93.05	1.8000000		5	CO 10 195	.00	93.05	1101	93.05	1031	.00
3393	KERWIN KATHLEE PHONE - (330) 945-5976 3393 BROOK POINT LANE			C	MNT	89.95	1.7400000		5	CO 10 195	.00	89.95	1101	89.95	1114	.00
3394	KOONS KEVIN 3394 BROOK POINT LANE			C	MNT	93.05	1.8000000		5	CO 10 195	.00	93.05	1101	93.05	1031	.00
3396	PALMER ALFRED PHONE - (330) 929-0414 3396 BROOK POINT LANE			C	MNT	94.08	1.8200000		5	CO 10 195	.00	94.08	1101	94.08	1031	.00
3397	JACOBY EILEEN PHONE - (330) 923-0230 3397 BROOK POINT LANE			C	MNT	107.52	2.0800000		5	CO 10 195	.00	107.52	1101	107.52	1031	.00
3398	MOOREHEAD H PHONE - (330) 945-7147 3398 BROOK POINT LANE			C	MNT	96.15	1.8600000		5	CO 10 195	.00	96.15	1101	96.15	1106	.00
3404	LEITER GLENN PHONE - (330) 923-2284 3404 BROOK POINT LANE			C	MNT	98.22	1.9000000		5	CO 10 195	.00	98.22	1101	98.22	1031	.00
3407	DRZIK DANIEL PHONE - (330) 923-5776 3407 BROOK POINT LANE			C	MNT	107.52	2.0800000		5	CO 10 195	.00	107.52	1101	107.52	1031	.00
3408	LOZINAK DENNIS PHONE - (330) 945-4639 3408 BROOK POINT LANE			C	MNT	86.84	1.6800000		4	CO 10 195	.00	86.84	1101	.00		86.84
3411	GILLEN DONALD PHONE - (330) 923-7991 3411 BROOK POINT LANE			C	MNT	103.90	2.0100000		5	CO 10 195	.00	103.90	1101	103.90	1031	.00
3412	ESPPOSITO DONNA PHONE - (330) 923-7645 3412 BROOK POINT LANE			C	MNT	94.08	1.8200000		5	CO 10 195	.00	94.08	1101	94.08	1106	.00
3415	MARTENS CAROLYN			C	MNT	89.95	1.7400000				.00	89.95	1101	89.95	1031	.00

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UNIT NO.	NAME & TITLE ADDRESS. *ALTERNATE ADDRESS	RD NO. T/A	MONTHLY CHARGES CODE-AMOUNT	PERCENT/SHARES SPLIT CLASSIF	SPACE NUMBERS	WORKING CAPITAL ON HAND	AMT OF LAST CHANGE	DATES OF SETTLEMENT CHANGE	RESIDING BALANCE	CHARGES AMOUNT DATE	PAYMENTS AMOUNT DATE	ENDING BALANCE
3415	1 MARTENS CAROLYN PHONE - (330) 923-6593 3415 BROOK POINT LANE						5	1103196 CO10195	.00 *	89.95 *	89.95 *	.00 *
3416	2 COFFMAN ERIC 3416 BROOK POINT LANE		93.05	1.8000000	✓		5	SO82594MNT L111496 CO10195	.00 *	93.05 *	93.05 *	.00 *
3419	1 SPORN JULIANA PHONE - (330) 923-2967 3419 BROOK POINT LANE		99.25	1.9200000	✓		5	SO99999MNT L103196 CO10195	.00 *	99.25 *	99.25 *	.00 *
3420	1 YOUNG LOIS PHONE - (330) 922-5708 3420 BROOK POINT LANE		94.08	1.8200000			5	SO99999MNT L110696 CO10195	.00 *	94.08 *	94.08 *	.00 *
3422	1 COBR LUANNE PHONE - (330) 945-5944 3422 BROOK POINT LANE		93.05	1.8000000	✓		5	SO99999MNT L103196 CO10195	.00 *	93.05 *	93.05 *	.00 *
3425	1 GEORGE MRS. PHONE - (330) 929-6317 3425 BROOK POINT LANE * MRS. WILLIAM GEORGE * 3425 BROOK POINT LANE * CUYAHOGA FALLS OH 44223		109.07	2.1100000	✓		6	SO99999MNT L103196 CO10195	.00 *	109.07 *	109.07 *	.00 *
3428	1 WANCLOVIC RONALD PHONE - (330) 923-8413 3428 BROOK POINT LANE		99.77	1.9300000	✓		5	SO99999MNT L103196 CO10195	.00 *	99.77 *	99.77 *	.00 *
3429	1 KUEHL JEROME PHONE - (330) 923-5216 3429 BROOK POINT LANE		107.01	2.0700000	✓		5	SO99999MNT L110696 CO10195	.00 *	107.01 *	107.01 *	.00 *
3432	1 CRONE ALYCE PHONE - (330) 929-1725 3432 BROOK POINT LANE		86.84	1.6800000	✓		4	SO99999MNT L103196 CO10195	.00 *	86.84 *	86.84 *	.00 *
3433	1 MILLER DAVID PHONE - (330) 928-6629 3433 BROOK POINT LANE		114.24	2.2100000	✓		6	SO99999MNT L110696 CO10195	.00 *	114.24 *	114.24 *	.00 *
3436	1 MC CREADY HELEN PHONE - (330) 384-2371 3436 BROOK POINT LANE		81.16	1.5700000	✓		4	SO99999MNT L110496 CO10195	.00 *	81.16 *	81.16 *	.00 *
3437	1 YOGMOUR DLGA PHONE - (330) 928-6816 3437 BROOK POINT LANE		119.93	2.3200000	✓		6	SO99999MNT L103196 CO10195	.00 *	119.93 *	119.93 *	.00 *

082325-862

CLIENT	6023	CLIENT NAME	BARNETT MANAGEMENT INC.	REPORT NAME	OWNERS LEDGER	DATE	11/14/96
DEV.	403	DEVELOPMENT NAME	BROOK POINT II VILLAGE CONDO.	REPORT NO.	CDM2200LY	KEY	PAGE
						6023000403	23

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UNIT NO.	NAME & TITLE ADDRESS PHONE NO. - TENANT NAME ALTERNATE ADDRESS	MO. T. A.	MONTHLY CHARGES CODE-AMOUNT	PERCENT/SHARES SPLIT CLASSIP	SPACE NUMBERS	WORKING CAPITAL UNAD.	AMT DUE LAST CHANGE	DAYS ESTIMATE VACATE C-CHANGE	BEGINNING BALANCE	CHARGES		PAYMENTS		ENDING BALANCE
										AMOUNT	DATE ID	AMOUNT	DATE ID	
3440 2	MOORE C. PHONE - (330) 945-4769 3440 BROOK POINT LANE	C	MNT 124.06	2.4000000	✓			S050196MNT L111496	.00 *	124.06	1101	124.06	1114	.00 *
3443 2	TISEN WILLIAM PHONE - (330) 928-4240 3443 BROOK POINT LANE	C	MNT 103.39	2.0000000	✓			S060195MNT L103196	.00 *	103.39	1101	103.39	1031	.00 *
3447 1	STRICKER WALTER PHONE - (330) 929-4333 3447 BROOK POINT LANE	C	MNT 99.25	1.9200000	✓			S999989MNT L103196	.00 *	99.25	1101	99.25	1031	.00 *
3451 1	DAVIS HARRY PHONE - (330) 945-4721 3451 BROOK POINT LANE	C	MNT 95.63	1.8500000	✓			S999989MNT L103196	.00 *	95.63	1101	95.63	1031	.00 *
3455 2	CASTO R. & M. 3455 BROOK POINT LANE	C	MNT 111.65	2.1600000	✓			S120489MNT L103196	.00 *	111.65	1101	111.65	1031	.00 *
	BUILDING 001 TOTALS								123.55-	5,179.34		5,072.34		16.55-
	DEV 403 TOTALS BROOK POINT II VILLAGE CONDO.			100.000000000					123.55-	5,179.34		5,072.34		16.55-

BROOK POINT VILLAGE II CONDOMINIUM

CUYAHOGA FALLS, OHIO

AMENDMENT NO. 13 of DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that a copy of this  
Amendment has been filed in the office of  
the County Recorder, Summit County, Ohio

Date: \_\_\_\_\_, 2000

Summit County Auditor

By: \_\_\_\_\_  
Deputy Auditor

THIS INSTRUMENT PREPARED BY:  
William J. Ockington, Esq.  
29425 Chagrin Blvd. Suite 305  
Pepper Pike, Ohio 44122  
(216)831-4935

CHICAGO TITLE INSURANCE CO.

ORDER NO: 20430431



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05/19/2000 02:29P  
CONDO 40.00

JAMES B MCCARTHY SUMMIT CO AUDITOR

AMENDMENT NO. 13  
OF DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR BROOK POINT VILLAGE II CONDOMINIUM

This Amendment is made as of the 15<sup>th</sup> day of May, 2000 for the purpose of amending the Declaration of Brook Point Village II Condominium and is made in accordance with the provisions of the Ohio Condominium Act, Ohio Revised Code Chapter 5311;

**WHEREAS**, the Declaration of Condominium Ownership for Brook Point Village II Condominium together with Drawings and By-laws was recorded with the Summit County Recorder, which Declaration was recorded in Official Record Book 196, Page 926 et seq.; and

**WHEREAS**, Twelve Amendments to said Declaration of Condominium Ownership and one amendment to the By-laws for Brook Point Village II Condominium have been recorded in the Summit County Records; and

**WHEREAS**, a majority of the Unit Owners desire to further amend the Declaration as provided herein.

**W I T N E S S E T H :**

- 1.) Section 21 (a) of the Declaration on Page 12 thereof provides that:

**" 21. Amendment of Declaration. This declaration may be amended by the affirmative vote of those Unit Owners entitled to exercise not less than seventy-five percent (75%) of the total voting power of the Unit Owners' association, cast in person or by proxy at a meeting duly called and held in accordance with the by-laws attached hereto as Exhibit "A". No such amendment shall be effective until recorded in the office of the Recorder of Summit County, Ohio."**

- 2.) The Unit Owners of Brook Point Village II Condominium Association who are entitled to exercise at least seventy-five (75%) of the voting power of the Association wish to amend said Declaration as provided herein.

- 3.) The following section is substituted for Section 12 (G) of the Declaration as is set





forth on Page 10 of said Declaration.

- G. "Each Unit Owner and any tenant of a Unit Owner shall comply with the provisions of this Declaration, and the By-Laws, decisions and resolutions of the Association, as lawfully amended from time to time. Failure to comply with such provision, decision or resolution shall be grounds for an action for damages or for injunctive relief, or both, brought by the Unit Owners' Association, by a Unit Owner or owners, or both.

If any Unit Owner (either by his or her own conduct or by the conduct of any occupant of his or her Unit) shall violate any provision of the Declaration, by-Laws or any rule, decision or resolution adopted by the Association, said Unit Owner shall pay to the Association, in addition to any other sums due, all costs and expenses incurred by the Association in connection with the enforcement of said provisions, decisions, resolutions or rules including attorney fees, court costs and paralegal fees."

4.) Except as specifically hereinabove and hereinbefore amended, all of the provisions of the Declaration, the By-laws and the Drawings shall be and hereby are declared to be in full force and effect.

5.) Approval by the Unit Owners of the Thirteenth Amendment of the Declaration of Condominium Ownership for Brook Point Village II Condominium Association is set forth on the separate certification by Philip Breiding, President of Brook Point Village II Condominium and the same are attached hereto.

IN WITNESS WHEREOF, Brook Point Village II Condominium Association and the majority of Unit Owners, hereby approve the foregoing Thirteenth Amendment to Declaration of Condominium Ownership for Brook Point Village II Condominium and sign this Thirteenth Amendment to Declaration and several counterpart copies at the places and on the dates hereinafter set forth, each of which counterpart shall be deemed an original, and all of which together shall be deemed one instrument.

Signed at Beachwood, Ohio this 15 day of May,

2000.

Signed in the presence of

BROOK POINT VILLAGE II

(Witnesses names must be typed or  
printed under their signature):

Condominium Unit Owners Association, Inc.

[Signature]

By: [Signature]  
Philip Breiding, President

Barry Barnett  
Print Name

[Signature]

SUSAN A BENDER  
Print Name

STATE OF OHIO )  
Cuyahoga ) S.S.  
COUNTY OF SUMMIT )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Brook Point Village II Condominium Unit Owners Association, an Ohio corporation not for profit by Philip Breiding its President who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation and his free act and deed individually and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Beachwood, Ohio this 15 day of May, 2000.

[Signature]  
NOTARY PUBLIC

JUDY HERSH  
NOTARY PUBLIC, STATE OF OHIO  
RECORDED IN CUYAHOGA COUNTY  
MY COMM. EXPIRES APRIL 15, 2003



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APPROVAL BY UNIT OWNERS OF THIRTEENTH AMENDMENT  
OF DECLARATION OF CONDOMINIUM  
OWNERSHIP OF BROOK POINT VILLAGE II CONDOMINIUM

The undersigned, being more than 76.56 % of the undivided interest of the Unit Owners of Brook Point Village II Condominium hereby approve this Thirteenth Amendment to the Declaration of Condominium Ownership to By-laws for Brook Point Condominium II.

Signed at BEACHWOOD, Ohio this 15 day of May, 2000.

Barry Baruch

BARRY BARUCH  
Print Name

Susan A Bender

SUSAN A BENDER  
Print Name

Philip Breiding  
Philip Breiding, for the Unit  
Owners of Brook Point Village II  
Condominium, as set forth in the  
attached Schedule of Unit Owners



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CONDO 40.00

STATE OF OHIO )  
                  CUYAHOGA) S.S.  
COUNTY OF ~~SUMMIT~~ )

BEFORE ME, a Notary Public in and for said county and state, personally appeared the above named Philip Breiding, for the Unit Owners of Brook Point Village II Condominium set forth in the attached Schedule of Unit Owners, who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Beachwood, Ohio this 15 day of May, 2000.

Judy Hersh  
NOTARY PUBLIC

JUDY HERSH  
NOTARY PUBLIC, STATE OF OHIO  
RECORDED IN CUYAHOGA COUNTY  
MY COMM. EXPIRES APRIL 15, 2003

ATTACHED IS A LISTING OF  
VOTES CAST FOR THE PURPOSES OF THE  
13TH AMENDMENT TO THE DECLARATION  
OF BROOK POINT II VILLAGE CONDOMINIUM

76.56 % VOTED IN THE AFFIRMATIVE

3.95 % VOTED IN THE NEGATIVE

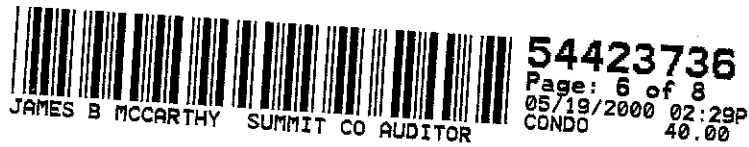
19.49 % DID NOT VOTE

THE VOTES ARE INDICATED IN THE COLUMN LISTED AS "SIGNATURES".

A NEGATIVE VOTE IS A "N" .

A NON VOTE IS A "NV"

AN AFFIRMATIVE VOTE IS A "Y"



04/28/99

## BROOKPOINT VILLAGE II CONDOMINIUM ASSOC

UNIT#	% OF OWNERSHIP	SIGNATURE	PHONE#	% OF OWNERSHIP
3325	1.81	Y		1.81
3327	2.04	Y		2.04
3328	1.97	Y		1.97
3329	1.92	Y		1.92
3330	1.56	NV		1.56
3331	2.16	Y		2.16
3336	1.79	Y		1.79
3340	1.61	Y		1.61
3344	1.83	Y		1.83
3348	1.9	Y		1.9
3354	1.68	Y		1.68
3358	1.56	Y		1.56
3364	1.86	NV		1.86
3365	2	Y		2
3369	1.74	Y		1.74
3370	1.8	Y		1.8
3371	1.97	Y		1.97
3374	1.85	NV		1.85
3375	2	Y		2
3378	1.8	NV		1.8
3382	1.89	Y		1.89
3385	1.96	Y		1.96
3386	1.8	Y		1.8
3388	1.87	NV		1.87
3389	1.74	N		1.74
3390	1.8	Y		1.8
3393	1.74	NV		1.74

04/28/99

BROOKPOINT VILLAGE II CONDOMINIUM ASSOC



JAMES B MCCARTHY SUMMIT CO AUDITOR

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 CONDO 40.00

UNIT#	% OF OWNERSHIP	SIGNATURE	PHONE#	% OF OWNERSHIP
3394	1.8	<u>Y</u>		1.8
3396	1.82	<u>NV</u>		1.82
3397	2.08	<u>Y</u>		2.08
3398	1.86	<u>Y</u>		1.86
3404	1.9	<u>Y</u>		1.9
3407	2.08	<u>Y</u>		2.08
3408	1.68	<u>NV</u>		1.68
3411	2.01	<u>Y</u>		2.01
3412	1.82	<u>Y</u>		1.82
3415	1.74	<u>NV</u>		1.74
3416	1.8	<u>Y</u>		1.8
3419	1.92	<u>Y</u>		1.92
3420	1.82	<u>Y</u>		1.82
3422	1.8	<u>Y</u>		1.8
3425	2.11	<u>Y</u>		2.11
3428	1.93	<u>Y</u>		1.93
3429	2.07	<u>Y</u>		2.07
3432	1.68	<u>Y</u>		1.68
3433	2.21	<u>N</u>		2.21
3436	1.57	<u>NV</u>		1.57
3437	2.32	<u>Y</u>		2.32
3440	2.4	<u>Y</u>		2.4
3443	2	<u>NV</u>		2
3447	1.92	<u>Y</u>		1.92
3451	1.85	<u>Y</u>		1.85
3455	2.16	<u>Y</u>		2.16

76.56 In FAVOR

3.95 Not in FAVOR

19.49 NO VOTE

54423736  
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05/19/2000 02:29P  
CONDO  
JAMES B MCCARTHY SUMMIT CO AUDITOR

**AMENDMENT TO DECLARATION AND BY-LAWS OF CONDOMINIUM  
OWNERSHIP FOR BROOK POINT VILLAGE II CONDOMINIUM**

**WHEREAS**, a certain instrument entitled Declaration of Condominium Ownership and By-Laws, together with Drawings attached as Exhibits thereto, was filed in OR Book 196, Page 926 et seq., as amended, in Summit County, Ohio; and

**WHEREAS**; Ohio Revised Code Section 5311.05 (E) (1) as amended July 20, 2004 "provides that without a vote of the unit owners, the Board of Directors may amend the Declaration in any manner necessary.....to bring the Declaration into compliance with ...the Ohio Revised Code Section 5311; and

**WHEREAS**, the Board of Directors approved the following (the "Amendments") in order to bring the Declaration and By-Laws into compliance with Ohio Revised Code Chapter 5311, and

**WHEREAS**, the proceedings necessary to amend the Declaration and By-Laws as permitted by Chapter 5311 of the Ohio Revised Code have in all respects been complied with.

**NOW THEREFORE**, the Declaration of Condominium Ownership and By-Laws, as applicable are hereby amended by the Board of Directors as follows:

1. All terms used herein which are defined in the Declaration, By-Laws and Rules and Regulations shall be interpreted as having the same meaning as defined in said Declaration, By-Laws, Rules and Regulations and Ohio Revised Code Section 5311 except that:

(A) All references in the Declaration and Bylaws to the term "Common Areas" or "Common Areas and Facilities" shall be replaced with the term "Common Elements."

(B) All references in the Declaration and Bylaws to the term "Limited Common Areas" or "Limited Common Areas and Facilities" shall be replaced with the term "Limited Common Elements."

(C) All references in the Declaration and Bylaws to the term "Board of Trustees" shall be replaced with the term "Board of Directors."



John A Donofrio, Summit Fiscal Officer

**55235611**  
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MISC 80.00

**BROOK POINT VILLAGE II CONDOMINIUM**

**CUYAHOGA FALLS, OHIO**

**AMENDMENT TO DECLARATION**  
**AND BY-LAWS**

This will certify that a copy of this Amendment  
has been filed in the office of the Fiscal Officer,  
Summit County, Ohio

Date: Sept 19, 2005

By: **JOHN A. DONOFRIO**



**55235611**  
Pg: 1 of 8  
09/19/2005 03:34P  
MISC 80.00

THIS INSTRUMENT PREPARED BY:

William J. Ockington, Esq.  
Chagrin Executive Offices  
29325 Chagrin Boulevard, Suite 305  
Pepper Pike, Ohio 44122  
(216 ) 831-4935

CHICAGO TITLE INSURANCE CO  
ORDER NO. 23430301 Recom

LL



5. Article 13, of the Declaration, Assessment Liens; is amended to DELINEATE LIEN EXPENSES by adding new paragraph "(iii)" on Page 11:

Pursuant to Ohio Revised Code Section 5311.18. (A) (1) the Association has a lien upon the estate or interest of the owner in any unit and the appurtenant undivided interest in the common elements for the payment of any of the following expenses that are chargeable against the unit and that remain unpaid for ten days after any portion has become due and payable:

- (a) The portion of the common expenses chargeable against the unit;
- (b) Interest, administrative late fees, enforcement assessments, and collection costs, attorney's fees, and paralegal fees the Association incurs if authorized by the Declaration, the By-Laws, or the rules of the unit owners association and if chargeable against the unit.

6. Article 13, of the Declaration, Assessment Liens; is amended to DELINEATE PRIORITY OF PAYMENTS by adding new paragraph "(iv)" on Page 11:

Pursuant to Ohio Revised Code Section 5311.18(A)(2), The Association shall credit payments made by a unit owner for expenses in the following order of priority:

- (a) First, to interest owed to the association;
- (b) Second, to administrative late fees owed to the association;
- (c) Third, to collection costs, attorney's fees, and paralegal fees incurred by the association;
- (d) Fourth, to the principal amounts the unit owner owes to the association for the common expenses or penalty assessments chargeable against the unit.



2. Article 12, Section E, of the Declaration, Covenants and Agreements, is amended concerning OWNER-RESIDENT INFORMATION by adding new paragraph to Section E on Page 10:

Pursuant to Ohio Revised Code Section 5311.09(A)(2)(3)(2):  
within thirty days after a unit owner obtains a condominium ownership interest, the unit owner shall provide the following information in writing to the unit owners association through the Board of Directors:

(a) The home address, home and business mailing addresses, and the home and business telephone numbers of the unit owner and all occupants of the unit;

(b) The name, business address, and business telephone number of any person who manages the owner's unit as an agent of that owner.

(3) Within thirty days after a change in any information that this section requires, a unit owner shall notify the Association, through the Board of Directors, in writing of the change. When the Board of Directors requests, a unit owner shall verify or update the information.

3. Article 12, Section D, of the Declaration, Covenants and Agreements, is amended to CLARIFY EVICTIONS OF TENANTS by adding new paragraph to Section D on Page 10:

Pursuant to Ohio Revised Code Section 5311.19(B), the Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Revised Code, to evict a tenant. The action shall be brought by the unit owners association, as the unit owner's agent, in the name of the unit owner.

In addition to any procedures required by Chapters 5321. and 1923. of the Revised Code, the unit owners association shall give the unit owner at least ten days written notice of the intended eviction action.

The costs of any eviction action, including reasonable attorney's fees, shall be charged to the unit owner and shall be the subject of a special assessment against the offending unit and made a lien against that unit.

4. Article 12, Section G, of the Declaration, Covenants and Agreements, is amended to IMPOSE SUSPENSION OF PRIVILEGES by adding new Paragraph I on Page 10:

Pursuant to Ohio Revised Code Section 5311.081(B)(18), If a unit owner is delinquent in the payment of assessments for more than thirty days, the Board may suspend the voting privileges and use of recreational facilities of the unit owner.



(4) The unit owners, through the Board of Directors, may allow a reasonable time to cure a violation described in division (B)(12) of this section before imposing a charge or assessment.

(5) Within thirty days following a hearing at which the Board of Directors imposes a charge or assessment, the unit owners association shall deliver a written notice of the charge or assessment to the unit owner.

(6) Any written notice that division (C) of this section requires shall be delivered to the unit owner or any occupant of the unit by personal delivery, by certified mail, return receipt requested, or by regular mail.

8. Article 16, of the Declaration, Conveyance of Units; Liability of Assessments, is amended to IMPOSE REASONABLE CHARGES FOR COPIES, ETC., adding a new paragraph on Page 11:

Pursuant to Ohio Revised Code Section 5311.081 (B)(15), the Board of Directors may impose reasonable charges for preparing, recording, or copying amendments to the Declaration,(By-Laws), re-sale certificates, or statements of unpaid assessments.

9. Article II, , Section 1, of the By-Laws, Number and Qualification, is amended to PERMIT SPOUSES AS DIRECTORS by adding new paragraph on Page 5:

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

10. Article II, Section 7 and 8, of the By-Laws, Regular Meetings and Special Meetings, are amended to CLARIFY COMMUNICATIONS BY DIRECTORS by adding new paragraph under Section 7 and Section 8 on Page 6:

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.

7. Article 13, of the Declaration, Assessment Liens; Cost of Enforcement, is amended to IMPOSE REASONABLE ENFORCEMENT ASSESSMENTS by adding new paragraph "(v)" on Page 11:

Pursuant to Ohio Revised Code Section 5311.081(B)(12) The Board of Directors has the authority to impose interest and late charges for the late payment of assessments; impose returned check charges; and, pursuant to division (C) of this section, impose reasonable enforcement assessments for violations of the Declaration, the By-Laws, and the rules of the unit owners association, and reasonable charges for damage to the common elements or other property as follows:

Pursuant to Ohio Revised Code Section 5311.081(C)(1), prior to imposing a charge for damages or an enforcement assessment pursuant to division (B)(12) of this section, the Board of Directors shall give the unit owner a written notice that includes all of the following:

- (a) A description of the property damage or violation;
- (b) The amount of the proposed charge or assessment;
- (c) A statement that the owner has a right to a hearing before the Board of Directors to contest the proposed charge or assessment;
- (d) A statement setting forth the procedures to request a hearing pursuant to division (C)(2) of this section;
- (e) A reasonable date by which the unit owner must cure the violation to avoid the proposed charge or assessment.

(2)(a) To request a hearing, the owner shall deliver a written notice to the Board of Directors not later than the tenth day after receiving the notice required by division (C)(1) of this section. If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an enforcement assessment pursuant to division (C) of this section.

(b) If a unit owner requests a hearing, at least seven days prior to the hearing the Board of Directors shall provide the unit owner with a written notice that includes the date, time, and location of the hearing.

(3) The Board of Directors shall not levy a charge or assessment before holding any hearing requested pursuant to division (C)(2) of this section.



Except as specifically hereinabove amended, all provisions of the Declaration of Condominium Ownership with By-Laws, Easements, Restrictions and Covenants shall be and remain in full force and effect. Any conflict shall be interpreted in favor of the above amendments.

Pursuant to Ohio Revised Code Section 5311.05(E)(3) provides:

Any unit owner who is aggrieved by an amendment to the Declaration that the Board of Directors makes pursuant to (ORC 5311.05)(E)(1) may commence a declaratory judgment action to have the amendment declared invalid as violative of division (E)(1) of this section. Any action filed pursuant to division (E)(3) of this section shall be filed in the appropriate court of common pleas within one year from the date of the recordation of this amendment.

Brook Point Village II Condominium Association, an Ohio non-profit corporation, by its authorized Board of Directors, has executed this Amendment this 13<sup>th</sup> day of SEPTEMBER, 2005.

BROOK POINT VILLAGE II  
CONDOMINIUM ASSOCIATION

By: Robert L. Pepe  
Robert Pepe, President

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF SUMMIT            )

The foregoing instrument was acknowledged before me on the 13 day of September, 2005, by BROOK POINT VILLAGE II CONDOMINIUM ASSOCIATION, an Ohio non-profit corporation, by Robert Pepe, President, who acknowledged that he did sign the foregoing instrument and that the same was the free act and deed of said corporation and his free act and deed of said officer and as an individual.

In Testimony Whereof, I have hereunto set my hand and official seal.

Notary Public Judy Hersh

JUDY HERSH  
NOTARY PUBLIC, STATE OF OHIO  
RECORDED IN CUYAHOGA COUNTY  
MY COMM. EXPIRES APRIL 15, 2008

11. Article VIII, Section 2 of the By-Laws, Preparation of Estimated Budget, is amended to PERMIT COMMON PROFITS AS RESERVES by adding new paragraph under Section 2 on Page 13:

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.

12. Article IX, of the By-Laws, General Provisions, new Section 3 is added to CLARIFY MISCELLANEOUS POWERS OF THE BOARD OF DIRECTORS on Page 17:

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.

