

Longbrooke Homeowners Association

Table of Contents

Articles and Bylaws.....	2
Declaration of Restrictions – Signed November 6, 1963.....	14
Recorded Deed Restrictions - Recorded November 14, 1963.....	23
Waiver of Restrictions - Recorded December 29, 1967.....	28
Supplement to Declaration of Restrictions - Dated May 10, 1968.....	34
Code of Regulations.....	36

ARTICLES AND BY-LAWS
of the
Longbrooke Homeowners Association

PREAMBLE

Whereas, Woodlawn Estates, Inc., the owner of all sublots in the Longbrooke Estates Subdivision, situated in the city of Berea, County of Cuyahoga and state of Ohio, and more fully described in the attached Declaration of Restrictions, is desirous of setting aside a certain area within the said Longbrooke Estates Subdivision for recreational purposes, and

Whereas, the said area for recreational purposes is to be held, operated and maintained initially by the Woodlawn Estates, Inc., and later, by the mutual agreement and effort of the individual owners of sublots in the said Longbrooke Estates Subdivision;

NOW THEREFORE, the undersigned Woodlawn Estates, Inc., by its duly authorized officer does hereby declare, publish, make known, approve, consent and agree to the following Articles and By-Laws of the Longbrooke Homeowners Association regulating the efficient operation and maintenance of the said area of real property to be used for recreational purposes, pursuant to Paragraph S of the attached declarations of Restrictions to which the following Articles and By-Laws are made a part of fully rewritten therein.

Article I

Organization

Section 1: Name

The group organized for the purpose of effecting the continued efficient operation and maintenance of a recreational area within the Longbrooke Subdivision, Berea, Ohio shall be known as the Longbrooke Homeowners Association.

Section 2: Legal Status

The ASSOCIATION shall be a non-profit corporation to be governed in a manner set out in these Articles and By-Laws, and consistent with the General Corporation Law of the state of Ohio regulating incorporated associations not for profit.

Article II

Definitions

Section 1: Words

The following words, wherever used in these Articles and By-Laws, are defined and shall be taken to mean the following:

- a.) ~~The~~ ASSOCIATION; The Longbrooke Homeowners Association, an incorporated association not for profit.
- b.) ~~The~~ Board; the Board of Trustees of the ASSOCIATION.

Section 2: Phrases

The following phrases, wherever used in these Articles and By-Laws, are defined and shall be taken to mean the following:

- a.) ~~The~~ Association Estates; a certain area of real property situated in the Longbrooke Estates Subdivision, City of Berea, County of Cuyahoga and State of Ohio, containing not less than three (3) , acres to be set aside for recreational purposes by Woodland Estates, Inc., provided however, the said Woodland Estates, Inc., in its sole discretion, determine the geographical location of the said parcel within the Longbrooke Subdivision, and physical dimensions of the parcel, provided that such dimensions shall not be less than three (3) acres. Woodlawn Estates, Inc., shall make known the location and dimension of said parcel of real property recreational purposes by certified letter to the Title Officer of the LawyersqTitle Insurance Corp. 723 Superior Ave., Cleveland, Ohio on or before July 1, 1964 and the said Woodlawn Estates, Inc., shall convey by Warranty Deed the parcel so described by the Longbrooke Homeowners Association on or before January 1, 1968. The said parcel shall include all appurtenances, hereditiments, rights, privileges and easements thereunto belonging.

The Association Estate shall further include all funds, notes, contributions, gifts, liens and choses in action that shall hereafter become assets of the said ASSOCIATION.

- b.) ~~Immediate~~ family; those persons residing as a family unit, be they related by consanguinity, affinity, by operation of law or otherwise, provided that the Board, at its sole discretion, that any or all persons residing in a family unit other than the owner and spouse are not members of the immediate family.
- c.) ~~Capital~~ expense; any expenditure of funds made outside the purview of the continued efficient operation and maintenance of the Association Estates and the repair thereof; an improvement expense; an enlargement expense.

Article III

Membership of the Association

Section 1: Full Membership

All persons who are owners of sublots in the Longbrooke Subdivision, Berea, Ohio, their heirs, executors, administrators, assigns or successors in title, are members of the ASSOCIATION and shall be entitled to all the rights, privileges, and benefits, and shall be liable for all the duties and requirements of, one (1) Full Membership in the ASSOCIATION, provided however that joint owners of a fee simple interest in any subplot of said Subdivision shall hold an undivided one (1) Full Membership in the ASSOCIATION and that such membership shall not be divided into fractional shares for any purposes whatsoever, including voting, except by operation of law.

Section 2: Privileged membership

Any person residing in the Longbrooke Subdivision who is not entitled to a Full Membership may petition the Board to grant him a Privileged Membership, whereupon all the rights and privileges of a Full Membership, with the exception of voting rights and the right to hold office in the ASSOCIATION, shall inure to the benefit of such Privileged Member and his immediate family for a period of time forward from the date of such granting of a Privileged Membership to December 31st, of the year in which such Privileged Membership is granted. A Privileged Membership may be renewed for succeeding years upon submission to the Board at any time prior to the expiration thereof, or before February 15th of the succeeding year.

Section 3: Absent Membership

In the event a holder of one (1) Full Membership shall cease to reside in the Longbrooke Subdivision, but maintain ownership of a subplot in said Subdivision, the Board may grant, at its sole discretion one (1) Absent Subdivision to such holder, provided that the Board shall have been given some assurance as to the receipt of the annual assessment due upon such subplot, and from whom such assessments to be received by the ASSOCIATION.

Section 4: Provisional Membership

Until such time that Woodlawn Estates, Inc., shall convey the Association Estate to the Longbrooke Homeowners Association by Warranty Deed, the said Woodlawn Estates, Inc., or its nominee, shall have the right to grant Provisional Membership to any person, and upon terms and conditions, it determines, in the exercise of its sole discretion, to be acceptable. A Provisional Membership shall be granted on an annual basis, and all such memberships shall terminate on December 31st of the year in which Woodlawn Estates, Inc., shall convey the Association Estate to the Longbrooke Homeowners Association by Warranty Deed.

Section 5: Rights and Privileges of Membership

Each holder of one (1) Full Membership shall be entitled to the use of the Association Estate in a manner provided by the Board, to exercise one (1) vote on all matters brought before the ASSOCIATION.

Each holder of one (1) Privileged Membership shall be entitled to the use of the Association Estate in a manner provided by the Board, provided that such use be in no way different from the use granted to the holder of one (1) Full Membership.

Each holder of one (1) Absent Membership shall be entitled to no use of the Association Estate, to hold no office in the ASSOCIATION, but shall be entitled to exercise one (1) vote on all matters brought before the ASSOCIATION.

Each holder of one (1) Provisional Membership shall be entitled to those rights and privileges granted him by Woodlawn Estates, Inc., provided however he shall enjoy no use of the Association Estate to a greater extent than a holder of one (1) Full Membership, and that he shall hold no office in the Association nor cast any vote on matters coming before the ASSOCIATION.

Section 6: Membership Application

All holders of Full memberships shall not be required to file any application therefore with the Board.

All persons seeking to hold a Privileged Membership shall file with the Board an application therefore, signed by the holders of two (2) Full Memberships. Such applications shall be reviewed by the Board, and upon the majority affirmative vote approving such application, the Board shall grant one (1) Privileged Membership to the applicant.

Should a holder of one (1) Full Membership cease to reside in the Longbrooke Subdivision, but maintain ownership of a subplot in the said Subdivision, he shall make an application to the Board in writing at least thirty (30) days prior to cessation of residency for permission to hold one (1) Absent Membership and upon the majority affirmative vote approving such application, the Board shall grant one (1) Absent Membership.

Section 7: Termination of Membership

A holder of one (1) Full Membership shall continue in that capacity until he shall no longer be an owner of a subplot on the Longbrooke Subdivision, or shall be granted Absent Membership by the Board.

A holder of a Privileged Membership may continue in that capacity, pursuant to the provisions of Article III, Section 2, above, until he shall no longer be a resident of the Longbrooke Subdivision, or at such time as he shall be separated from the ASSOCIATION by virtue of Article VII, Section 3, paragraph 2 herein.

A holder of an Absent Membership shall continue in that capacity until he shall return to residency in the Longbrooke Subdivision, or no longer be an owner of a subplot in the Longbrooke Subdivision.

Article IV

Meetings

Section 1: Annual Meeting

An annual meeting of all holders of Full Memberships in the ASSOCIATION shall be held at the Association Estates on a day in the third week of September and at an hour designated by the Board.

Section 2: Special Meetings

Special meeting of all holders of Full Membership in the ASSOCIATION may be held at the call of the Chairman of the Board of Trustees of the ASSOCIATION, or upon the request in writing directed to the Chairman of, (a.) a majority of the members of the Board, or (b.) ten (10) holders of one (1) Full Membership each, and the time and place of such special meeting shall be designated by the Chairman.

Section 3: Notice of Meetings

Notice shall be given in writing of all meetings of the ASSOCIATION at least five (5) days prior to such meeting by posting such notice in at least two (2) conspicuous places within the Longbrooke Subdivision and at the Association Estate.

Section 4: Quorum

A quorum required for the carrying on of business at all meetings of the Full Membership of the ASSOCIATION shall consist of fifty-one percent (51%) of all holders of Full Memberships in the ASSOCIATION, but a lesser number may adjourn from time to time until such a quorum shall be present.

Article V

Voting Rights

Section 1: Voting Rights

All holders of one (1) Full Membership or one (1) Absent Membership shall be entitled to cast one (1) vote on matters that come before the ASSOCIATION at its annual or special meetings, but provided that no joint holder(s) of one (1) Full Membership or one (1) Absent Membership shall be permitted to cast fractional vote in relation to the extent of their individual interests.

Section 2: Voting

All matters coming before the ASSOCIATION at any annual or special meetings shall be decided by the majority vote of those present and voting, provided however, that no item of

capital expense in greater amount than Five Hundred Dollars (\$500.00) shall be authorized unless a motion therefore be supported by the affirmative votes of seventy-five (75%) percent of those present and voting.

Section 3:

Upon the calling of the roll of Full and Absent Members for the purpose of casting votes upon any matter of the ASSOCIATION at its annual or special meetings, the Secretary shall not count any one (1) vote cast by a person other than a holder of one (1) Full Membership or one (1) Absent Membership. Such holders may be represented by their spouse or, in the event of their physical absence from the Longbrooke Subdivision by a member of their immediate family over the age of seventeen (17) years.

Section 4: Secret Ballot

No matters coming before the ASSOCIATION at its annual or special meetings, shall be decided by the use of a secret ballot, save the election of Trustees, provided however, that the Chairman may, at his sole discretion, call for a secret ballot upon those matters whose cause may be more equitably served by the use of such secret ballot.

Article VI

Board of Trustees

Section 1: Number of Trustees

The Board of Trustees of the ASSOCIATION shall consist of five (5) members, all of them shall be holders, solely or jointly, of at least one Full Membership and whose assessment shall be current.

Section 2: Term and Election

All Trustees of the ASSOCIATION shall serve for the term of two (2) years. Two (2) Trustees shall be elected at each annual meeting held in an even numbered year beginning in 1964, Three (3) Trustees shall be elected at each annual meeting held in an odd numbered year beginning in 1965. Until the Trustees to be elected under all provisions of this Section shall have been elected, all vacancies on the Board shall be filled by appointment, said power of appointment shall be vested in Woodlawn Estates, Inc., or its nominee.

Section 3: Vacancies

Any vacancy occurring on the Board, other than those provided for in Article VI, Section 2, above, shall be filled by the majority decision of the Board. Such appointed Trustees shall serve for the remainder of the term for which the holder thereof had been elected, and he shall have all the rights, privileges and duties of a duly elected member of the Board.

Section 4: Meetings

The Board shall meet at least once each month at a time and place designated by the Chairman. Special meetings of the Board may be held upon the call of the Chairman, or at the request in writing directed to the Chairman of any two members thereof. Personal notice of such meetings shall be sufficient if given to members at least three (3) days prior to any meeting.

Section 5: Quorum

A quorum required for the carrying on of business at all meetings of the Board shall consist of a majority of the whole number of Trustees, but a lesser number may adjourn from time to time until such a quorum shall be present.

Section 6: Powers, duties and activities of the Board

The Board, by the majority affirmative vote of the total number of Trustees elected thereto, shall:

- a.) conduct, regulate, manage and direct the affairs of the ASSOCIATION in all matters pertaining to the continued efficient operation and maintenance of the Association Estate; and
- b.) employ, contract for, or in any other manner provide for the services of all persons necessary to effect the continued efficient operation and maintenance of the Association Estate; and
- c.) maintain close supervision of the financial structure of the Association Estate; and
- d.) appropriate funds for, and authorize the payment of any and all legitimate expenses or debts of the ASSOCIATION to the extent of the funds are available or reasonably anticipated; and
- e.) keep a record of all transactions of the ASSOCIATION and report such a record to the Full Membership at the Annual Meeting of the ASSOCIATION; and
- f.) prepare a financial statement of the ASSOCIATION each year and make such statement available in writing to each Full Member of the ASSOCIATION; and
- g.) assess, levy, or collect such monies as may be determined by the Board as necessary and proper for the efficient operation and maintenance of the Association Estate, provided that such monies shall be assessed, levied, and collected from all holders of one (1) Full membership or One (1) Privileged Membership in a like or equal amount, and provided further, that such assessment, levy, and collection shall not be in conflict with Article VII, Section 4 of these Articles and By-Laws; and
- h.) have the power to set aside certain funds in reserve accounts, should such accounts, from time to time, be deemed necessary for the continued efficient operation and maintenance of the Association Estate; and

i.) recommend to the Full Membership from time to time certain improvements, major additions or repairs, and any other capital expenditure which may enhance the Association Estate; and

j.) institute proceedings at law or in equity, in the name of the ASSOCIATION, or individually as Trustees for the ASSOCIATION, for the purpose of enforcing any provision contained in these Articles and By-Laws, the Declaration of Restrictions attached hereto and the zoning ordinances of the City of Berea, as against any violator thereof and to engage, employ, or contract for the services of all persons necessary to the effect the institution of such proceedings and to authorize the payment of any and all expenses pursuant thereto, provided only however, that a direct and consequential benefit shall be received by one or more members of the ASSOCIATION as a result of such proceedings

The Board shall not have the power to encumber the Association Estate in any manner, and shall not borrow funds for any reason nor authorize performance of services for which funds are not available or recently anticipated, provided however that, nothing in this Section shall preclude the Board from accepting gifts or contributions on behalf of the ASSOCIATION for the purpose thereof, and expending the same in the usual manner.

Section 7: Officers of the Board

The Board shall elect from its own membership:

a.) a Chairman, who shall be the Chief Executive Officer of the ASSOCIATION, shall preside over all annual meeting of the ASSOCIATION and at all meetings of the Board, and shall execute all documents necessary and proper for the continuation of the ASSOCIATION business; and

b.) a Secretary, who shall keep the ASSOCIATION records, maintain the membership rolls, and prepare the reports necessary for the information of the Board and the Full Membership; and

c.) a Treasurer, who shall be the Financial Officer of the ASSOCIATION, maintain bank accounts in the name of the ASSOCIATION, deposit and disburse all funds resultant from the ASSOCIATION business and prepare financial statements required for the information of the Board and the Full Membership. The Treasurer shall be bonded to the amount set by the Board, and the count of such bond shall be borne by the ASSOCIATION.

Section 8: By-Laws

The Board may adopt certain By-Laws for the conduct of its business by a majority vote of all members of the Board. Such By-Laws may be amended, repealed or revised in a like manner of the adoption.

Section 9: Rules and regulations of the Association Estate

The Board may adopt certain rules and regulations for the use of the Association Estate by the membership, by a majority vote of all members of the Board. Such rules and regulations may be amended, repealed or revised in a like manner of their adoption.

Article VII

Assessment

Section 1: Power of Assess

The Board shall determine the amount of money necessary to the continued operation and maintenance of the Association Estate, and shall assess each holder of one (1) Full or Privileged Membership the proportion of cost that one (1) Full or Privileged Membership bears to the total cost, provided that no holder of a Full or Privileged Membership be assessed greater than any other holder thereof.

Section 2: Levy and Collection

The Board shall make known the annual assessment to each holder of one (1) Full or Privileged Membership on or before January 1st of the year in which the assessment will be payable.

The Board shall levy the annual assessment upon the various Membership of record as of January 1st each year. The Board shall have the power to prorate any assessment in a manner in which it shall determine equitable, provided however, that no assessment shall be prorated after August 1st of that year ,and provided that that no assessment of holder of Membership of record after January 1st of any year but before July 1st of that year shall be prorated.

Holders of Full Memberships shall have the option of paying the assessed amount in full within sixty (60) days after the racier of notice of assessment, or of paying one-half of the assessment within (60) day after the receipt of assessment, and one-half of the assessment within six (6) months thereafter.

Holders of Privileged Membership shall pay the assessment in full within sixty (60) days after the receipt of notice of assessment.

Section 3: Default

Should any holder of a Full Membership in the ASSOCIATION fail to pay the required assessment, he shall be given an additional thirty (30) days in which to make payment and shall be assessed a penalty not to exceed ten (10%) percent of the total payment due, said penalty to be determined by the Board, and should payment remain in default beyond that time, the Board shall terminate the right of the holder in default to use the Association Estate and amount due shall become a lien upon the real property held by the Full Member in default, subject to the

priority of a first mortgage and other proper liens, and shall be subject to foreclosure in the manner provided by the Laws of the State of Ohio.

Should any holder of a Privileged Membership in the ASSOCIATION fail to pay the required assessments, he shall be given an additional thirty (30) days in which to make payment and shall be assessed a penalty not to exceed ten (10) percent of total payment due, said penalty to be determined by the board, and should payment remain in default beyond that time, the Privileged Membership shall be terminated by the Board and the holder thereof shall be separated from the ASSOCIATION.

The term ~~penalty~~ as used in this section shall be deemed to mean liquidated damage for the breach of contractual obligations herein contained, and shall in no way represent interest or carrying charges for late payment.

Section 4: Effective Date

This Article VII shall become effective as provided for in Article XI, Section of these Articles and By-Laws, expecting that, until such time that Woodlawn Estates, Inc., shall convey the ASSOCIATION ESTATE to the Longbrooke Homeowners Association by Warranty Deed, said Woodlawn Estates, Inc., or its nominee, shall have the power set out in Section 1 of this Article to determine the amount of money necessary to the continued operation and maintenance of the Association Estate and shall, upon the exercise of its sole discretion, assess each holder of the various classes of membership, an amount determined by it.

Article XIII

Depository

Section 1: Official Depository

The Berea Office of the Cleveland Trust Bank shall be the official depository of all funds and other assets of the ASSOCIATION.

No funds shall be disbursed from the ASSOCIATION accounts except by check or bank draft signed by the Treasurer and the Chairman, or by other two (2) Trustees designated by the Chairman.

Article IX

Books and Records

Section 1: Location

The Board shall keep all the records, books and papers of the ASSOCIATION in one suitable location, readily accessible to all members of the ASSOCIATION.

Section 2: Right of Inspection

Any member or the Board may inspect the records, books and papers of the ASSOCIATION at any time.

Any holder of Full, Privileged or Absent Membership may inspect the records, books and papers of the ASSOCIATION upon a request in writing directed to the Secretary, stating the proposed time of such inspection, to be at no earlier than five (5) days after the receipt of request by the Secretary.

Article X

Procedure

Section 1: Rules of Order

The Board may adopt any procedural rules as to the conduct of its business which does not conflict with the provisions of these Articles and By-Laws, and the Laws of the State of Ohio with reference to non-profit incorporated business associations.

In absence of any procedural rule previously adopted by the Board governing a specific instance, the established rules of parliamentary procedure as set out in the standard addition of RobertsqRules of Order shall prevail.

Article XI

Adoption and Amendment

Section 1: Adoption

Unless provided for herein, these Articles and By-Laws shall become effective upon their filing in the Office of the Recorder for Cuyahoga County, Ohio as part of a Declaration of Restrictions attached hereto, to which these Articles and By-Laws are made a part, as if fully rewritten therein.

Section 2: Amendment and Repeal

These Articles and By-Laws may be amended pr repealed upon a motion duly carried out at the annual meeting of the ASSOCIATION or at a special meeting called for that purpose, and the subsequent affixation of the signatures to that motion of fifty-one percent (51%) of the

owners of Sublots in the Longbrooke Subdivision, said percentage to be determined upon the individual number of sublots in the said Subdivision.

Article XII

Reservations and Exceptions

Section 1: Reservations

Woodlawn Estates, Inc., or its nominee, are specifically reserved the right to determine the status of any membership set out in Article III, Sections 1, 2, 3 and 4 with reference to any Sublot which may be owned by said Woodlawn Estate, Inc. at any time prior to the conveyance of the last Sublot in the Longbrooke Subdivision to an individual purchaser from the said Woodlawn Estates, Inc., it being the intent of this Section to except from the provisions of Article III Section 1, 2, 3 and 4 all Sublots owned by Woodlawn Estates, Inc. until such time as the same are conveyed to the individual purchaser.

Section 2: Assessment Provisions

The provisions of assessment set out in Article VII, Sections 1, 2 and 3 shall not apply to Sublots owned by Woodlawn Estates, Inc. until such Sublots shall have been conveyed by the said corporation to an individual purchaser, consonant with the intention expressed in Article XII, Section 1, above, Woodlawn Estates, Inc. shall have the right to determine the amount of assessment due and owing upon any and all Sublots owned by it prior to the conveyance of such Sublot to an individual purchaser.

Section 3: Assessments payable to Whom

Pursuant to Article VII, Section 4, all monies payable by virtue of Article VII, Sections 1, 2 and 3 until such time as Woodlawn Estates, Inc. shall convey the Association Estate to the Longbrooke Homeowners Association by Warranty Deed, shall be paid to the said Woodlawn states, Inc., or its nominee, and all right, title and interest in the same shall vest in said Woodlawn Estates, Inc.

FURTHER THESE ARTICLES AND BY-LAWS SAITH NOT.

Longbrooke Homeowners' Association

Declaration of Restrictions

FROM ALL MEN BY THESE PRESENTS:

That, WHEREAS Woodlawn Estates, Inc. is the owner of certain parcels of real estate, known as a whole as Longbrooke Subdivision, and more fully described as being the aggregate of the following described parcels:

PARCEL NO. 1: Situated in the City of Berea (formerly the Village of West View), County of Cuyahoga and State of Ohio, and known as being part of Sublot No. 38 in J. Elmer Barnum's West-Lin Subdivision No. 3 of part of Original Olmsted Township Tract No. 3, as shown by the recorded plat in Volume 156 of Maps, Page 24 of Cuyahoga County Records, and a part of Original Olmsted Township Tract No. 3, together forming a parcel of land bounded and described as follows:

Beginning in the centerline of Lindberg Boulevard (80 feet wide) at its intersection with the Northwesterly prolongation of the Southwesterly line of a parcel of land conveyed to Roy E. Hamel and Ellen M. Hamel by deed dated April 26, 1958, and recorded in Volume 9077, Page 589 of Cuyahoga County Records; thence South 54 degrees 47 minutes 55 seconds West along the centerline of Lindberg Boulevard 191.75 feet to the most Northerly corner of a parcel of land conveyed to Lorne M. Saeltzer, Jr. and Shirley A. Saeltzer by deed dated October 9, 1956 and recorded in Volume 8696, Page 259 of Cuyahoga County Records; thence South 35 degrees 12 minutes 05 seconds East along the Northeasterly line of said parcel so conveyed 190 feet to the most Easterly corner thereof; thence South 54 degrees 47 minutes 55 seconds West along the Southeasterly line of said parcel so conveyed J. Elmer Barnum and Violet A. Barnum by deed dated January 16, 1951, and recorded in Volume 7237, Page 460 of Cuyahoga County Records; thence South 0 degrees 28 minutes 45 seconds West along said Westerly line about 520 feet to the Southwesterly corner thereof; thence Easterly along the Southerly line of said parcel so conveyed and along the Southerly line of a parcel of land conveyed to J.E. Barnum and Violet A. Barnum by deed dated July 18, 1951 and recorded in Volume 7289, Page 546 of the Cuyahoga County Records, 1528.56 feet to the Southeasterly corner thereof; thence North 0 degrees 01 minutes 45 seconds East along an Easterly line 730.91 feet to a stone monument; thence North 7 degrees 09 minutes 30 seconds East along an Easterly line 70 feet from which a stone monument bears South 7 degrees 09 minutes 30 seconds West 12 feet; thence North 88 degrees 57 minutes 45 seconds East along a Southerly line 233.89 feet to the Southwesterly corner of a parcel of land conveyed to Paul J. Barnum by deed dated February 28, 1955, and recorded in Volume 8270, Page 245 of Cuyahoga County Records; thence Northerly along the Westerly line of said parcel so conveyed to the Southeasterly corner of J. Elmer Barnum's West-Lin Subdivision No. 3 as recorded in Volume 156 of Maps, Page 24 of Cuyahoga County Records; thence South 54 degrees 47 minutes 55 seconds West along the Southeasterly line of said Subdivision 1149.10 feet to the Northeasterly line of a

parcel of land conveyed to L.M. Owensby and Eleanor Owensby by deed dated January 29, 1958, and recorded in Volume 9051, Page 683 of Cuyahoga County Records; thence South 35 degrees 12 minutes 05 seconds East along said Northeasterly line 200 feet to the most Easterly corner thereof; thence Westerly along the Southerly line of said parcel so conveyed 82.77 feet to the Southwesterly corner thereof; thence Westerly along the Southerly line of a parcel of land conveyed to Robert P. Buchanan and Bette L. Buchanan by deed dated June 20, 1957, and recorded in Volume 8879, Page 323, 107.10 feet to the Southwesterly corner thereof; thence Westerly along the Southerly line of a parcel of land conveyed to Donald E. Allen and Betty Jane Allen, by deed dated November 257, 1956, and recorded in Volume 8833, Page 577 of Cuyahoga County Records, 119.38 feet to the Southwesterly corner thereof; thence Westerly along the Southerly line of a parcel of land conveyed to Kenneth B. Ives and Magdalene M. Ives by deed dated April 16, 1958 and recorded in Volume 9073, Page 363 of Cuyahoga County Records 73.61 feet to the Southwesterly corner of the said land; thence Westerly along the Southerly line of a parcel of land conveyed to Michael J. Onderoin and Ethel Onderoin by deed dated May 16, 1960, and recorded in Volume 9935, Page 562 of the Cuyahoga County Records 63.22 feet to the Southwesterly corner thereof; thence Westerly along he Southerly line of a parcel of land conveyed to J. Frederick Norton and Barbara A. Norton by deed dated November 23, 1957, and recorded in Volume 9036, Page 55 of Cuyahoga County Records 236.68 feet to the most Westerly corner thereof; thence Northeasterly along the Northwesterly line of said parcel so conveyed 81.90 feet to the most Southerly corner of Westlawn Boulevard; thence Northwesterly along the Southwesterly side of Westlawn Boulevard 60 feet to the Southeasterly line of a parcel of land conveyed to Clair L. Rhoades and Iris M. Rhoades by deed dated April 5, 1957, and recorded in Volume 8849, Page 15 of Cuyahoga County Records; thence South 54 degrees 47 minutes 55 seconds West along said Southeasterly line 123 feet to the Southeasterly corner thereof; thence North 70 degrees 48 minutes 22 seconds West along the Southerly line of said parcel so conveyed and along the Southerly line of a parcel of land conveyed to Raymond F. Braun and Jean L. Braun by deed dated February 15, 1957, and recorded in Volume 8837, page 359 of Cuyahoga County Records, and along the Southerly line of the parcel conveyed to Ray E. Hamel and Ellen M. Hamel as aforesaid and its Westerly prolongation 368.98 feet to the place of the beginning, be the same more or less, but subject to all legal highways.

PARCEL NO. 2: Situated in the City of Berea (formerly the Village of West View), County of Cuyahoga and State of Ohio, and known as being part of Original Olmsted Township Tract No. 3, bounded and described as follows:

Beginning in the center line of West Street at its intersection with the Easterly line of a parcel of land conveyed to William Otis Grigsby by deed recorded in Volume 6086, Page 62 of Cuyahoga County Records; thence Southerly along the Easterly line of said land, 250.48 feet to the principal place of beginning of premises herein described; thence Southerly along the Easterly line of said land conveyed to William Otis Grigsby, 751.46 feet to the Southeasterly corner of said land; thence Westerly along the Southerly line of said land conveyed to William Otis Grigsby and parallel with the center line of West Street, 175 feet to the Southwesterly corner of said land; thence Northerly along the Westerly line of said land conveyed to William Otis Grigsby, being parallel with the Easterly line of said land, 751.46 feet; thence Easterly parallel with the Southerly line of

said land conveyed to William Otis Grigsby, 175 feet to the principal place of beginning and containing 3,000 acres of land, be the same more or less, but subject to all legal highways.

PARCEL NO. 3: Situated in the City of Berea (formerly the Village of West View), County of Cuyahoga and State of Ohio, and known as being part of Original Olmsted Township Tract No. 3, bounded and described as follows:

Beginning at the Westerly line of a parcel of land conveyed to Paul J. Barnum and Eileen A. Barnum, by deed dated June 12, 1949, and recorded in Volume 6833. Page 628 of Cuyahoga County Records, at a point distant Southerly, measured along said Westerly line, 250 feet from the center line of West Road; thence Easterly and parallel with the center line of West Road, about 250.70 feet to the Easterly line of said parallel so conveyed to Paul J. Barnum and Eileen A. Barnum; thence Southerly along said Easterly line, 624.38 feet to the Southeasterly corner thereof; thence Westerly along the Southerly line of said parcel so conveyed, 250.70 feet to the Southwesterly corner thereof; thence Northerly along the Westerly line of said parcel so conveyed, 624.35 feet to the place of beginning, be the same more or less, but subject to all legal highways.

PARCEL NO. 4: Situated in the Village of Westview, County of Cuyahoga and State of Ohio, and known as being part of Original Olmsted Township Tract No. 3 bounded and described as follows:

Beginning in the center line of West Road (60 feet wide) at the Northwestern corner of a parcel of land conveyed to Paul J. Barnum and Eileen A. Barnum by deed dated June 12, 1949 and recorded in Volume 6833, Page 628 of Cuyahoga County Records; thence Easterly along the center line of West Road, 60 feet; thence Southerly and parallel with the Westerly line of said parcel so conveyed to Paul J. Barnum and Eileen A. Barnum, 250 feet; thence Westerly and parallel with the center line of West Road, 60 feet to the Westerly line of said parcel so conveyed to Paul J. Barnum and Eileen A. Barnum; thence Northerly along said Westerly line, 250 feet to the place of beginning, be the same more or less, but subject to all legal highways.

PARCEL NO. 5: Situated in the City of Berea (formerly the Village of West View), County of Cuyahoga and State of Ohio, and known as being part of Original Olmsted Township Tract No. 3, bounded and described as follows:

Beginning in the Easterly line of said Tract No. 3 at a point distant South 0 degrees 36 minutes 00 seconds West, measured along said Easterly line, 400 feet from its intersection with the center line of West Road (60 feet wide); thence South 0 degrees 36 minutes 00 seconds West, along said Easterly line, 680.03 feet to the Northeasterly corner of land conveyed to Park Cliff, Inc. by deed November 7, 1957 and recorded in volume 9029, Page 13 of Cuyahoga County Records; thence North 88 degrees 37 minutes 25 seconds West, along the Northerly line of land so conveyed, 20 feet to the Northwestern corner thereof; thence South 0 degrees 36 minutes 00 seconds West, along the westerly line of land so conveyed, 800 feet to the Southwesterly corner thereof; thence Easterly along the Southerly line of land so conveyed, 20 feet to the Easterly line of said Tract No.3; thence Southerly along the Easterly line of Tract No.3 to the Northeasterly corner of land conveyed to the State of Ohio by deed dated April 14, 1953 and recorded in

Volume 7821, Page 580 of Cuyahoga County Records; thence Northwesterly along the Northeasterly line of land so conveyed to the State of Ohio on a curve deflecting to the left, to the Northeasterly corner of land conveyed to the State of Ohio by deed dated May 13, 1953 and recorded in Volume 7826, Page 400 of Cuyahoga County Records; thence continuing Northwesterly along the Northeasterly line of land so conveyed to the State of Ohio on a curve deflecting to the left, 570.36 feet to the Easterly line of land conveyed to the State of Ohio by deed dated May 15, 1953 and recorded in Volume 7821, Page 332 of Cuyahoga County Records, said curve having a radius of 11.579.16 feet and a Chord of 570.28 feet; thence Northerly along the Easterly line of land so conveyed to the Northeasterly corner thereof; thence Northwesterly along the Northeasterly line of land so conveyed on a curve deflecting to the left, 491.26 feet to the Northeasterly corner of land conveyed to the State of Ohio by deed dated May 2, 1953 and Recorded in Volume 7836, Page 529 of Cuyahoga County Records, said curve having a chord of 491.26 feet; thence Northwesterly along the Northeasterly line of land conveyed to the State of Ohio as last aforesaid on a curve deflecting to the left, 1612.17 feet to the Easterly line of land conveyed to Margaret Prindle by deed dated March 28, 1896 and recorded in Volume 631, Page 183 of Cuyahoga County Records, said curve having a radius of 11.599.16 feet and a chord of 1610.91 feet; thence Northerly along the Easterly line of land so conveyed to Margaret Prindle as aforesaid, 28.76 feet to the Southerly line of land conveyed to James Hickey by deed dated July 20, 1861 and recorded in Volume 112, Page 518 of Cuyahoga County Records; thence Easterly along said Southerly line, 543.40 feet to the Southeasterly corner of land so conveyed; thence Northerly along the Easterly line of land conveyed to James Hickey as aforesaid, 802.38 feet to the Southwesterly corner of land conveyed to J. Elmer Barnum and Violet A. Barnum by deed dated January 16, 1951 and recorded in Volume 7237, Page 460 of Cuyahoga County Records; thence Easterly along the Southerly line of land so conveyed and along the Southerly line of land conveyed to J.E. Barnum and Violet A. Barnum by deed July 18, 1951 and recorded in Volume 7289, Page 546 of Cuyahoga County Records, 1528.56 feet to the Southwesterly corner of land Conveyed to S. L. Cochran by deed dated August 16, 1920 and recorded in Volume 2447, Page 28 of Cuyahoga County Records; thence North 0 degrees 31 minutes 00 seconds East, along the Westerly line of land so conveyed, 730.74 feet to the Northwesterly corner thereof; thence North 77 degrees 46 minutes 46 seconds East, along the Northwesterly line of land so conveyed to S. L. Cochran, 372.85 feet to an angle in said line; thence North 7 degrees 41 minutes 40 seconds East, along said Northwesterly line, 69.97 feet; thence North 89 degrees 26 minutes 26 seconds East, along the Northerly line so conveyed to S. L. Cochran 408.70 feet; thence North 0 degrees 29 minutes 10 seconds East, along a Westerly line of land so conveyed, 177 feet; thence South 82 degrees 59 minutes 54 seconds East, along a Northerly line of land conveyed to S. L. Cochran as aforesaid, 250.78 feet; thence North 0 degrees 28 minutes 36 seconds East, along a westerly line of land so conveyed, 474.73 feet to a Northwesterly Corner of land conveyed to Al T. Taft by deed dated March 22, 1960 and recorded in Volume 9947, Page 540 of Cuyahoga County Records; thence South 83 degrees 03 minutes 00 seconds East, parallel to the center line of West Road and along a Northerly line of land so conveyed to Al T. Taft, 230.13 feet to the place of beginning, be the same more or less but subject to all legal highways; and

WHEREAS, Woodlawn Estates, Inc. is desirous of improving all or part of the said premises by causing the erection of certain dwelling houses and recreational facilities, and contemplates the conveyances of various sublots within the said premises to individual purchasers thereof; and

WHEREAS, Woodlawn Estates, Inc. is desirous of placing certain restrictions and covenants upon the said premises which shall run with the land and shall be binding upon, and accrue to the benefit of all purchasers of individual sublots, their heirs, executors, administrators, successors, assigns and subsequent mortgagees;

NOW THEREFORE, for valuable consideration received, the receipt of which and the sufficiency of which is hereby acknowledged, Woodlawn Estates, Inc, for itself, its successors and assigns, in consideration of the premises and for the purpose of effecting the intentions set out above, does hereby PUBLISH, DECLARE, SET FORTH, COVENANT and AGREE that the real property hereinabove set out and described shall be subject, forever hereafter, to the following restrictions:

- A. No subplot, nor any other part of these premises shall be used for other than residential purposes, excepting that portion of the real property which shall be set aside and granted to the Longbrooke Homeowners Association for recreational purposes, and the said portion of real property to be used for such recreational purposes is expressly excepted from all provisions of this instrument which make reference to the erection of buildings or other structures thereupon, and excepting further, any portion of the said premises which shall be set aside and used for commercial purposes upon the approval of the local public zoning authority, and the approval of 75% of the owners of all sublots existent on these premises at the time such commercial venture is proposed.
- B. No subplot, having been conveyed by Woodlawn Estates, Inc. to an individual purchases, shall be subdivided into smaller parcels unless such smaller parcels resultant from such re-subdivision shall be joined to contiguous sublots, thus increasing the size of the latter, but provided that no re-subdivision shall result in a subplot having an area smaller than that conveyed by Woodlawn Estates, Inc. to the initial individual purchases.
- C. No building or structure shall be erected or placed on any subplot having a width of less than 60 feet at the building setback line, as shown on the recorded plat of the subdivision or as determined by the public zoning authority, nor shall any building or structure be erected or placed on any subplot having an area of less than 650 square feet.
- D. No building or structure shall be erected or placed on any subplot at a cost of less than \$14,000.00 excluding the cost of the land, based upon cost levels prevailing as of the date this instrument is recorded. The living area of the main structure or building, exclusive of open porches or garages, shall not be less than 1200 square feet for a one-story building or structure nor less than 1500 square feet for a building or structure of more than one story. The provisions of this item shall not extend to any

buildings or structures erected for the purpose of condominium-type dwelling places by Woodlawn Estates, Inc., or its nominee, provided however, that this exception shall not be effective for Woodlawn Estates, Inc. if there shall be a change of more than 50% of the stock ownership of the said corporation from that in which it is constituted as of the date of this recording of this instrument.

- E. No building or structure shall be erected or placed on any subplot until the construction plans and specifications and a plan showing the location of the building or structure have been approved by an architectural control committee designated by Woodlawn Estates, Inc. or its successors or assigns, as to quality of workmanship and materials, harmony of external design with existing buildings and structures in the proposed locale, and location with respect to topography and finish grade elevation. The approval or disapproval of the said architectural control committee shall be in writing, provided however, should the committee fail to approve or disapprove within thirty (30) days after the plans and specifications required have been formally submitted to it in writing, approval shall be deemed to have been given.
- F. No structure or building of a temporary character, trailer, basement, garage, barn or other outbuilding shall be suffered to exist on any lot as either a temporary or permanent residences, provided however, that temporary buildings or structures which are necessary for the improvement of these premises by the construction of dwelling houses thereupon may be erected or placed at any location upon the said premises until such time as the last subplot is conveyed from Woodlawn Estates, Inc., its successors or assigns, to an individual purchaser.
- G. No beer, wine or liquor shall be sold on any of the sublots, nor shall any noxious or offensive activity be carried on upon any subplot, nor shall anything be done which shall become a nuisance or annoyance to the neighborhood.
- H. NO sign of any kind shall be displayed to the public view on any subplot, or any other portion of these premises, excepting (1) One sign of not more than 5 square feet advertising the premises for rent or sale, (2) One sign at, about, or near each of the entrances to the subdivision which shall be erected by the Longbrooke Homeowners Association in the nature of a welcome to, or description of, the subdivision and (2) Various signs used by the developer of the premises to advertise the property for sale during construction and sales periods, but not extending beyond the time of the conveyance of the last subplot in an individual purchaser.
- I. No animals, livestock or poultry of any kind shall be raised, bred or kept on any subplot except for dogs, cats or other usual or ordinary household pets, provided however, that such dogs, cats or pets are not raised, bred or kept for any commercial purpose.
- J. No subplot shall be used for dumping rubbish, trash, garbage or other waste, nor shall any compost pile or other unsanitary area be suffered to exist. All waste shall be kept in sanitary containers, and all incinerators or other equipment for the storage or disposal of waste shall be kept in a clean and sanitary condition, and all containers for

- the storage or disposal of waste shall be kept in an area where they are not displayed to public view, excepting for those times at which such containers are placed in public view for the purpose of the collection or disposal of the same or the contents thereof.
- K. No individual water supply system shall be permitted on any subplot unless such system is located, constructed and equipped in accordance with the requirements and standards of the local public authority, and the approval of such systems when installed shall be obtained from the local public authority.
 - L. No individual sewage disposal system shall be permitted on any subplot.
 - M. An easement to provide access for the installation and maintenance of utility services and/or drainage systems is reserved across, over and above the rear ten (10) feet of each subplot, and across, over and above a five (5) foot wide strip along both sidelines of each subplot and across, over and above the front ten (10) feet of each subplot. This easement shall run in favor of the local public authority whenever such authority finds the use of such easement necessary.
 - N. An easement to provide access for the installation and maintenance of storm and sanitary sewers is reserved across, over and above the rear ten (10) feet of sublots No. 267 through 280 inclusive, as shown by the recorded plat of the said Longbrooke Subdivision.
 - O. In the event the local public authority shall not bear the cost of street lighting, every owner of a subplot in the Longbrooke Subdivision shall bear the cost of operation and continued maintenance of the street lighting pole and fixture in place upon such subplot. In any event, all owners of sublots shall maintain such street lighting poles and fixtures, shall keep them in good repair, and shall keep the street lighting fixture lit during the period of one-half hour before the official time of sunset and one-half hour after the official time of sunrise on each and every day of the year, forever.
 - P. No truck, trailer, housetrailer, boat or unlicensed automobile shall be placed, parked or caused to rest in the general public view upon any subplot for a period longer than three (3) consecutive days in any three month period, nor for a total of more than six (6) days individually in any three (3) month period, those of the developer of the premises only excepted.
 - Q. No grass, weeds or other vegetation, other than decorative landscaping and garden plants shall be permitted to grow to a height greater than four (4) inches, it being the intention of this restriction to insure the continued mowing of all lawn areas within the subdivision by the owners of sublots thereof.
 - R. If necessary, the right is reserved to grant consents for the connection and installation of various wires and lines from front and rear poles, wherever required or necessary, by Woodlawn Estates, Inc.

- S. Woodlawn Estates, Inc. shall grant to the Longbrooke Homeownersø Association, on or before January 1, 1968, a certain parcel of real estate within these premises for use as a recreational facility, the position and dimensions of the said parcel to be at the discretion of the said Woodlawn Estates, Inc. These recreational facilities shall be owned, operated and maintained by the Longbrooke Homeownersø Association, Inc. which shall be constituted, organized and operated under ARTICLES AND BY-LAWS of the LONGBROOKE HOMEOWNERSø ASSOCIATION, INC., which are attached to this instrument and made a part of as if fully rewritten herein.
- T. The foregoing restrictions, limitations, reservations, stipulations and agreements shall be deemed as covenants and not as conditions hereto, and shall run with the land, and shall bind all Grantees of title to property above described, their heirs, executors, administrators, successors and assigns, for a period of thirty years from the date this instrument is recorded, after which time the said covenants shall be automatically extended for successive periods of ten years unless an instrument in writing signed by a majority of the then owners of sublots in the said Longbrooke Subdivision has been recorded, agreeing to change the foregoing covenants in whole or in part.
- U. The provisions herein contained shall bind and inure to the benefit of, and be enforceable by, the Grantor and by the owner or owners of any sublots, in the Longbrooke subdivision, their heirs, successors, executors, administrators, or assigns, and failure by the grantor or any other person holding such rights to enforce the restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- V. Woodlawn Estates, Inc. shall have the right in itself or its nominee to waive any of the provisions of this instrument until December 31, 1967 where it determines that failure to waive these restrictions will work a hardship.
- W. No building or structure shall be erected or placed upon any subplot for residential purposes unless there shall be erected or placed upon the same subplot a garage, contemporaneously with the erection or placement of such residential dwelling.
- X. Enforcement of the restrictions herein contained shall be by proceedings at law or in equity, against any person or persons violating or attempting to violate any provision hereof, either to restrain such violation or attempted violation or to recover damages.
- Y. Invalidation of any one of the provisions of this instrument by the judgment of a court of record shall not affect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, Woodlawn Estates, Inc., by its President, Robert F. Schmitt, sets it hand and corporate seal this 6th day of November, in the year of Our Lord, One Thousand Nine Hundred and Sixty-Three.

Woodlawn Estates, Inc.

Signed by: Robert F. Schmitt, President

Original signed by two witnesses and notarized.

Longbrooke Homeowners Association

Recorded Deed Restrictions

By: Woodlawn Estates, Inc.
Robert F. Schmitt
President
Dated: November 6, 1963

Declarations of Restrictions
Recorded Volume 10976, Page 967
Cuyahoga County Records
Recorded: November 14, 1963
At 9:58 AM
SCL 9432912-4 thru 7

That, whereas Woodlawn Estates, Inc., is the owner of certain parcels of real estate known as Longbrooke subdivision, and more fully described as being the aggregate of the following described parcels: Same as in Schedule A and more land.

Whereas, Woodlawn Estates, Inc. is desirous of improving all or part of the said premises by causing the erection of certain dwelling houses and recreational facilities, and contemplates the conveyances of various Sublots within the said premises to individual purchasers thereof; and

Whereas Woodlawn Estates, Inc. is desirous of placing certain restrictions and covenants upon said premises which shall run with the land and shall be binding upon and accrue to the benefit of all purchasers of individual Sublots, their heirs, executors, administrators, successors, assigns and subsequent mortgages.

Now therefore, for valuable consideration received, the receipt of which and the sufficiency of which is hereby acknowledged, Woodlawn Estates, Inc., for itself, its successors and assigns, in the consideration of the premises and for the purpose of effecting the intention set out above, does hereby publish, declare, set forth, covenant and agree that the real property herein above set out and described should be subject, forever hereafter, to the following restrictions:

- A. No Sublot, nor any other part of these premises, shall be used for other than residential purposes, excepting that portion of the real property which shall be set aside and granted to the Longbrooke Homeowners Association for recreational purposes, and the said portion of real property to be used for such recreational purposes is expressly excepted from all provisions of this instrument which makes reference to the erection of buildings or structures thereupon, and excepting further, any portion of the said premises which shall be set aside and used for commercial purposes upon the approval of the local public zoning authority, and the approval of 75% of the owners of all Sublot existent on these premises at the time such commercial venture is proposed.

- B. No Sublot, having been conveyed by Woodlawn Estates, Inc., to an individual purchaser, shall be subdivided into smaller parcels unless such smaller parcels resultant from such subdivision shall be joined to contiguous Sublots, thus increasing the size of the latter, but provided that no resubdivision shall result in a Sublot having an area smaller than that conveyed by the Woodlawn Estates, Inc. to the individual purchaser.
- C. No building or structure shall be erected or placed in any Sublot having a width less than 60 feet at the building setback line, as shown on the recorded of the subdivision or determined by the public zoning authority, nor shall any building or structure be erected or place on any Sublot having an area less than 6500 square feet.
- D. No building or substructure shall be erected or placed on any Sublot at a cost of less than \$14,000.00, excluding the cost of the land based upon cost levels prevailing as of the date this instrument is recorded. The living area of the main structure or building, exclusive of open porches or garages, shall not be less than 1200 square feet for a one story building or structure, not less than 1500 square feet for a building or structure of more than one story. The provisions of this item shall not extend to any buildings or structures erected for the purpose of condominium-type dwelling places by Woodlawn Estates, Inc., or its nominee, provided, however, that this exception shall not be effective of Woodlawn Estates, Inc., if there shall be a change of more than 50% of the stock ownership of the said corporation from that in which it is constituted as of the date of the recording of this instrument.
- E. No building or substructure shall be erected or placed on any Sublot until the constructional plans and specifications and a plan showing the location of the building or structure have been approved by an architectural control committee designated by Woodlawn Estates, Inc., or its successors or assigns, as to quality of workmanship and materials, harmony of external design with existing buildings and structures in the proposed locale, and location with respect to topography and finish grade elevation. The approval or disapproval of the said architectural control committee shall be in writing, provided, however, should the committee fail to approve or disprove within thirty (30) days after the plans have been formally submitted to in writing, approval shall be deemed to have been given.
- F. No structure or building of a temporary character, trailer, basement, garage, barn or other outbuilding shall be suffered to exist on any lot as either a temporary or permanent residence, provided, however, that temporary buildings or structures which are necessary for the improvement of these

- premises by the construction of dwelling houses thereupon may be erected or placed at any location upon said premises until such time as the last Sublot is conveyed from Woodlawn Estates, Inc., its successors or assigns, to an individual purchaser.
- G. No beer, wine or liquor of any kind shall be sold at any of the Sublots, nor shall anything be done which shall become a nuisance or annoyance to the neighborhood.
 - H. No sign of any kind shall be displayed to the public view on any Sublot, or any other portion of these premises, excepting: (1) one sign not more than (5) five square feet advertising the premises for rent or sale. (2) One sign at about or near each of the entrances to the subdivision which shall be erected by the Longbrooke Homeowners Association in the nature of a welcome to, or description of, the subdivision, and (3) various signs used by the developer of the premises to advertise the property for sale during the construction and sales periods, but not extending beyond the time of the conveyance of the last Sublot to an individual purchaser.
 - I. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Sublot except for dogs, cats or other such usual or ordinary household pets, provided, however, that such dogs, cats or pets are not raised, bred, or kept for commercial purpose.
 - J. No Sublot shall be used for dumping rubbish, trash, garbage or other waste, nor shall any compost pile or other unsanitary area be suffered to exist. All waste shall be kept in sanitary condition, and all incinerators or other equipment for the storage or disposal of waste shall be kept in an area where they are not displayed to public view, excepting for those times at which such containers are placed in public view for the purpose of the collection or disposal of the same contents thereof.
 - K. No individual water supply system shall be permitted on any Sublot unless such system is located, constructed and equipped in accordance with the requirements and standards of the local public authority, and the approval of such systems when installed shall be obtained from the local public authority.
 - L. No individual sewage disposal system shall be permitted on any Sublot.
 - M. An easement to provide access for the installation and maintenance of utility services and/or drainage systems is reserved across, over and above the rear ten (10) feet of each Sublot, and across, over and above a five (5) foot wide strip along both side lines of each subplot and across, over and above the front

ten (10) feet of each Sublot. The easement shall run in favor of the local public authority whenever such authority finds the use of each easement necessary.

- N. An easement to provide access for the installation and maintenance of storm and sanitary sewers is reserved across, over and above the rear ten (10) feet of Sublots nos. 250 inclusive, as shown by the recorded plat of said Longbrooke subdivision.
- O. In the event the local public authority will not bear the cost of street lighting, every owner of a Sublot in the Longbrooke Subdivision shall bear the cost of operation and continued maintenance of the street lighting pole and fixture in place upon such Sublot. In any event, all owners of Sublots shall maintain such street lighting pole and fixtures, shall keep them in good repair, and shall keep the street lighting lit during the period of one-half hour before the official time of sunset and one-half hour after the official time of sunrise on each and every day of the year, forever.
- P. No truck, trailer, house trailer, boat, or unlicensed automobile shall be placed, parked, or caused to rest in the general public view upon any Sublot longer than three (3) consecutive days in any three month period, nor for a total of more than six (6) days individually in any three (3) month period, those of the developer of the premises only excepted.
- Q. No grass, weeds, or other vegetation other than decorative landscaping and garden plants shall be permitted to grow to a height greater than four (4) inches, it being the intention of this restriction to insure the continued mowing of all lawn areas within the subdivision by the owners of the Sublot thereof.
- R. If necessary, the right is reserved to grant consents for the connection and installation of various wires and lines from front and rear poles, wherever required or necessary, by Woodlawn Estates, Inc.
- S. Woodlawn Estates, Inc., shall grant Longbrooke Homeowners Association on or before January 1, 1968 a certain parcel of real estate within these premises for the use as a recreational facility, the position and dimensions of the said parcel to be at the discretion of the said Woodlawn Estates, Inc. These recreational facilities shall be owned, operated and maintained by the Longbrooke Homeowners Association, Inc., which shall be constituted, organized and operated under Articles and By-Laws of the Longbrooke Homeowners Association, Inc., which are attached to this instrument and made part of as if fully rewritten herein.

- T. The foregoing restrictions, limitations, reservations, stipulations and agreements shall be deemed as covenants and not as conditions hereto, and shall run with the land, and shall bind all Grantees of title to the property above described, their heirs, executors, administrators, successors and assigns, for a period of thirty (30) years from the date of this instrument is recorded, after which time the said covenants shall automatically extended for successive periods of ten (10) years unless an instrument in writing signed by a majority of the then owners of Sublots in the said Longbrooke Subdivision has been recorded, agreeing to change the foregoing covenants in whole or in part.
- U. The provisions contained shall bind an insure to the benefit of, and be enforceable by the grantor and by the owner or owners of any Sublots, in the Longbrooke Subdivision, their heirs, successors, executors, administrators or assigns, and failure by the Grantor or any other person holding such rights to enforce the restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- V. Woodlawn Estates, Inc., shall have the right in itself or its nominee to waive any of the provisions of this instrument until December 31, 1967, where it determines that failure to waive these restrictions will work a hardship.
- W. No building or structure shall be erected or placed upon any Sublot for residential purposes unless there shall be erected or placed upon the same Sublot garage, contemporaneously with the erection or placement of such residential dwelling.
- X. Enforcement of the restrictions herein contained shall be by proceedings at law or in equity, against any person or persons violating or attempting to violate any provision hereof, either to restrain such violation or attempted violation or to recover damages.
- Y. Invalidation of any one of the provisions of this instrument by the judgment of a court of record shall not affect any of the other provisions hereof which shall remain in full force and effect.

END RECORDED RESTRICTIONS

RE-TYPED AND REPRODUCED BY ARCHITECHUAL COMMITTEE
JUNE 1988

Re-TYPED AND REPRODUCED BY LONGBROOKE HOMEOWNERS ASSOCIATION TRUSTEES
NOVEMBER 2005

Woodlawn Estates, Inc.
Volume 12187, Page 225
Dated December 28, 1967
Filed December 29, 1967 (at 3:11 pm)
Premises: Same as premises described in Schedule "A" and more land

WAIVER OF RESTRICTITONS

WHEREAS, Woodlawn Estates, Inc. has filed a Declaration of Restrictions, recorded in Volume 10976, Pages 697 through 712 inclusive of Cuyahoga County Records, with respect to certain parcels of real property located in Berea, Ohio, which parcels are known as a whole as Longbrooke Subdivision, and which Restrictions are covenants running with the land; and

WHEREAS, such Declaration of Restrictions provided for the organization of a homeowners' association, to be known as Longbrooke Homeowners' Association, in order to assure the proper operation and maintenance of a swimming pool and other recreational facilities developed for the benefit of all the owners of property in said Longbrooke Subdivision, and in order to carry out certain other functions and regulations, and exercising certain other authority, as set forth in such Declarations; and

WHEREAS, such Declaration of Restrictions incorporated an instrument entitled "Articles and By-Laws of the Longbrooke Homeowners' Association," establishing the governing provisions for the homeowners' association to be formed; and

WHEREAS, said "Articles and By-Laws of the Longbrooke Homeowners' Association" contained provisions in Article XI, Section 2 thereof, for their amendment and have, pursuant to such provisions, been amended by the adoption and substitution therefore of the Articles of Incorporation of Longbrooke Homeowners' Association as hereinafter set forth; and

WHEREAS, Woodlawn Estates, Inc. determines that the continued applicability of the provisions of said Articles and By-Laws of the Longbrooke Homeowners' Association," as presently recorded in Cuyahoga County Deed Records, will work a hardship with respect to real estate subject to said Declaration of Restrictions unless such amendment and future amendments are recorded in the records of Cuyahoga County, Ohio; and

WHEREAS, Woodlawn Estates, Inc., in paragraph V of said Declaration of Restrictions, reserved to itself the right until December 31, 1967 to waive any of the provisions of said Declaration of Restrictions where it determines that failure to waive these restrictions will work a hardship; and

WHEREAS, it is the intention of Woodlawn Estates, Inc. that said Declaration of Restrictions shall continue to be applicable to all the land included within the legal description set forth in said Declaration and in addition to any of the following lots which, by deed recorded on or before December 31, 1967 are subjected to said Declaration of Restrictions: those lots known for street address purposes as 315, 321 and 324 Crossbrook Drive; 456 Wyleswood Drive; and 9065 Lindberg Boulevard; excepting, however, certain properties as to which the

provisions of said Declaration have previously been waived in entirety, which waivers are recorded at Volume 12129, Page 981, and Volume 11679, Page 683, of Cuyahoga County Deed Records, relating to property upon which a school has been constructed and to property which overlapped a separate adjacent subdivision, respectively;

NOW, THEREFORE, pursuant to the power granted by Paragraph V of said Declaration of Restrictions, Woodlawn Estates, Inc. hereby waives the provisions of the said Declaration of Restrictions to the extent and upon the terms hereafter contained:

I. Woodlawn Estates, Inc. hereby waives the provisions of said Declaration of Restrictions which incorporate and set forth the "Articles and By-Laws of the Longbrooke Homeowners' Association" so as to recognize the amendment of said Articles by adoption and substitution therefore of the following "Articles of Incorporation of Longbrooke Homeowners' Association":

"ARTICLES OF INCORPORATION OF LONGBROOKE HOMEOWNERS' ASSOCIATION"

FIRST. Name. The name of the Association shall be LONGBROOKE HOMEOWNERS' ASSOCIATION.

SECOND. Principal Office. The place in this state where the principal office of the Association is to be located is Berea, Cuyahoga County.

THIRD. Purposes. The purposes for which the Association is formed are:

- (a) To carry out the functions and responsibilities, and exercise the authority, of Longbrooke Homeowners' Association pursuant to the instrument entitled "Declaration of Restrictions" recorded in Volume 10976, Page 697, of Cuyahoga County Deed Records.
- (b) To enforce the covenants, restrictions and other provisions contained in such Declaration of Restrictions.
- (c) To own, improve, operate and maintain recreation areas, playgrounds, swimming pools, common open space and street entrances, and buildings, structures, landscaping and personal property incident thereto, herein referred to collectively as "Recreational Areas and Common Facilities," in or near Longbrooke Subdivision.
- (d) To fix annual assessments and, when necessary, special assessments, to be levied uniformly against each subplot and lot in Longbrooke Subdivision, in order to provide necessary funds for the Association's performance of its functions and responsibilities, and exercise of its authority.
- (e) To fix charges for the use by any person of any of the Recreational Areas and Common Facilities.
- (f) To establish rules and regulations governing the operation and use of the Recreational Areas and Common Facilities.

(g) For purposes of these Articles, "Longbrooke Subdivision" shall mean:

- (1) The parcels of real estate known as a whole as Longbrooke Subdivisions Number 1 (recorded in Cuyahoga County Maps, Volume 188, Page 45), Number 2 (recorded in Cuyahoga County Maps, Volume 195, Page 1), Number 3 (recorded in Cuyahoga County Maps, Volume 195, Pages 8 and 9), Number 4 (recorded in Cuyahoga County Maps, Volume 195, Page 25) inclusive; and
- (2) Any of the following lots which, by deed recorded on or before December 31, 1967, are subjected to the Declaration of Restrictions recorded in Volume 10976, Page 697, of Cuyahoga County Deed Records: those lots known for street addresses purposes as 315, 321 and 324 Crossbrook Drive, 456 Wyleswood Drive, and 9065 Lindberg Boulevard.

(h) Insofar as permitted by law, to do any other thing that will promote the common benefit and enjoyment of the Recreational Areas and Common Facilities or promote the health, safety and welfare of the residents of Longbrooke Subdivision generally.

FOURTH. Powers. In carrying out its purposes, the Association may exercise all of the authority of a non-profit corporation as described in Chapter 1702 of the Ohio Revised Code.

FIFTH. Members.

- (a) Regular Membership: Every person who is a recorded owner of a free or undivided fee interest in any subplot or lot in Longbrooke Subdivision (except any such person who holds title merely as a security for the payment of money or the performance of an obligation) shall automatically be a Regular Member of the Association, and automatically liable for the payment of the assessments with respect to such subplot or lot and other charges fixed by the Association. When a lot or subplot is owned by two or more persons in any form of joint ownership or ownership in common, each such person shall be a Regular Member and the vote for such subplot or lot shall be exercised as among themselves determine, but in no event shall more than one vote be cast with respect to any such subplot or lot; each such Member shall be jointly and severally liable for the payment of the assessments with respect to such subplot or lot and other charges fixed by the Association.
- (b) Social Membership: An owner or tenant of any Condominium Unit located in The Four Plazas Subdivision adjacent to Longbrooke Subdivision shall be entitled to become a Social Member in this Association upon payment of an annual fee for a Unit in an amount determined from time to time by the Trustees, which fee shall not exceed Two Hundred Percent (200%) of the annual assessment charged to Regular Members for a subplot or lot in Longbrooke Subdivision. In addition, the Association by action of its Regular Members may authorize additional Social Memberships for such classes or numbers of persons, and upon such terms, as the Association determines by such action of its Regular Members.

- (c) General Membership Privileges: Each member of either class, the immediate household of a member, and the guests of a member shall be entitled to use Recreational Areas and Common Facilities in accordance with such uniform rules and regulations governing such use as may be established by the Trustees from time to time. The immediate household of each member shall be deemed to be permanent residents of the subplot, or Condominium Unit, in which such member resides. The rules and regulations may limit the time or frequency of use of the Recreational Areas and Common Facilities by guests of members to such extent as the Trustees deem necessary to assure reasonable enjoyment by the members and their immediate households.
- (d) Termination of Membership: Regular Memberships shall terminate when a Regular Member is no longer a record owner of a fee or undivided fee interest in a subplot or lot in Longbrooke Subdivision. Social Memberships shall terminate when a Social Member is no longer an owner or tenant of a Condominium Unit in The Four Plazas Subdivision, or ceases to possess the qualifications for any other class of Social Membership; and shall terminate at the end of the period for which an annual fee has been paid unless the annual fee for the succeeding period is paid.
- (e) Suspension of Membership Privileges: The right of a member of either class and his household and guests to use the Recreational Areas and Common Facilities may be suspended by the Trustees for violation by any such or persons of the rules and regulations established by the Trustees regarding the use of the Recreational Areas and Common Facilities, and further (as to Regular Members) for failure to pay annual or special assessment levied against the lot or subplot of which such member is owner or in which he has an interest or failure to pay any other charges fixed by the Association in accordance with the Articles, including any such failure which occurred prior to the date such member acquired his fee or undivided fee interest.

SIXTH. Voting Rights.

- (a) Regular Members Have All Voting Power: The entire voting power of the Association shall be vested exclusively in the Regular Members. No holder of a Social Membership is entitled to any voting or consenting rights in the Association for any purpose, nor to any notice of any meeting of the members of the Association.
- (b) One Vote for Each Subplot or Lot: The owner, or if there be more than one owner then the owners collectively, of a subplot or lot in Longbrooke Subdivision shall be entitled to one vote for each such subplot or lot.
- (c) Proxy: Members may vote by proxy at any annual or special meeting of the members.
- (d) Voting by Mail: Voting at elections and votes on other matters (except amendment of these Articles) may be conducted by mail.

SEVENTH. Assessments.

- (a) Purpose and Nature of Assessments: Every person who is a record owner of a fee or undivided fee interest in any subplot or lot in Longbrooke Subdivision shall be responsible for the payment to the Association with respect to such subplot or lot of (1) an annual assessment for the continued operation, maintenance and repair of the Recreational Areas and Common Facilities and for the Association's performance of its other functions and responsibilities; and (2) special assessments for improvements or other capital expenditures, including the acquisition of additional property for use as Recreational Areas and Common Facilities, and acquisition of personal property and equipment for the operation of the Association and of the Recreational Areas and Common Facilities, for emergency operating, maintenance or repair costs, and for other costs and expenses not anticipated in determining the applicable annual assessment. Each assessment shall be in the same amount for each subplot or lot in Longbrooke Subdivision. All annual and special assessments, together with interest thereon as hereafter provided, shall be a charge upon the land and if not paid within thirty (30) days after their due date the Association shall have a lien upon the subplot or lot for which such assessment has not been paid, and upon the ownership interest of the owner or owners of such subplot or lot.
- (b) Annual Assessment: The annual assessment shall be levied annually by the Trustees, prior to the date of the annual meeting of the members, in such amount as in their discretion shall be reasonably necessary to meet expenses anticipated during the ensuing year and to accumulate reasonable reserves for anticipated future operating or capital expenditures. At the annual meeting of the members the amount of the annual assessment as levied by the Trustees may be increased or decreased by the affirmative vote of Regular Members entitled to exercise a majority of the voting power of the Association.
- (c) Special Assessments: Special assessments may be levied by the Association from time to time by the affirmative vote of Regular Members entitled to exercise a majority of the voting power of the Association at the annual meeting of the members or at a special meeting, provided that written notice of such meeting shall be given by personal delivery or by mail to all Regular Members at least thirty (30) days before the date of the meeting, which notice shall include a statement that a special assessment will be considered and may be acted on at such meeting. Special assessments may, if so stated in the Resolution authorizing such assessment, be payable in installments over a period of years.
- (d) Due Dates of Assessments; Defaults: The due date of the annual assessment shall be January 1 in each year. The due date of any special assessment or installment thereof shall be fixed in the Resolution of the members authorizing such assessment, and written notice of such special assessments or installment thereof shall be given to each owner subject thereto at least sixty (60) days in advance of such date.

If an assessment or installment of a special assessment is not paid within thirty (30) days after the due date, such delinquent assessment or installment shall bear interest from

the due date at the rate of Eight Percent (8%) per annum, and the Association may after such thirty (30) day period bring an action at law against the owner or owners responsible for the payment of such assessment, and (additionally or alternatively) may foreclose the lien against the property, and in the event a judgment is obtained, such judgment shall include interest on the assessment or installment amount as above provided, together with the costs of the action.

- (e) Statement of Unpaid Assessments or Charges. Any prospective grantee or mortgagee of a fee or undivided fee interest in a subplot or lot in Longbrooke Subdivision may rely upon a written statement from the President, Vice-President or Treasurer of the Association setting forth the amount of unpaid assessment or charges with respect to such fee or undivided fee interest. In the case of a sale of any such interest, no grantee shall be liable for, nor shall the interest purchased be subject to a lien for, any unpaid assessment which became prior to the date of such statement; nor shall the membership privileges of such grantee (or his household guests) be suspended by reason of any such unpaid assessment. In the case of the creation of any mortgage, any lien of the Association for unpaid assessments which became due prior to the date of such statement and which are not set forth in such statement shall be subordinate to such mortgage.

EIGHTH. Amendment. These Articles may be amended in accordance with the Non-Profit Corporation Law of Ohio by the affirmative vote of Regular Members entitled to exercise two-thirds (2/3) of the voting power of the Association at an annual or special meeting, provided that written notice of such meeting shall be given by personal delivery or by mail to all Regular Members at least thirty (30) days before the date of the meeting, which notice shall include a statement that amendment of the Articles will be considered and may be acted on at such meeting

II. Woodlawn Estates, Inc. stipulates that in the event any future amendment to the said "Articles of Incorporation of Longbrooke Homeowners' Association" shall be adopted, then, in order to avoid hardship with respect to the real estate subjected to the said Declaration of Restrictions, an instrument incorporating such amendment shall be executed by the officers of Longbrooke Homeowners' Association, entitled "Supplement to Declaration of Restrictions filed in Volume 10976, Page 697, of Cuyahoga County Records" and such instrument shall be recorded in the Records of Cuyahoga County, Ohio.

Longbrooke Homeowners Association

Supplement to Declaration of Restrictions Filed in Volume 10976, Page 697 of Cuyahoga County Records

WHEREAS, Woodlawn Estates, Inc. has filed a Declaration of Restrictions recorded in Volume 10976, pages 697 through 712 inclusive of Cuyahoga County Records with respect to certain parcels of real property located in Berea, Ohio, which Restrictions are covenants running with the land, and

WHEREAS, such Declaration of Restrictions provided for the organization of a homeowners' association, to be known as Longbrooke Homeowners' Association, in order to assure the proper operation and maintenance of a swimming pool and other recreational facilities developed for the benefit of all the owners of property in Longbrooke Subdivision, and in order to carry out certain other functions and regulations, and exercise certain other authority, as set forth in such Declaration; and

WHEREAS, such Declaration of Restrictions incorporated an instrument entitled "Articles and By-Laws of the Longbrooke Homeowners' Association", establishing the governing provisions for the homeowners' association to be formed; and

WHEREAS, Woodland Estates, Inc. has filed a document entitled "Waiver of Restrictions" recorded in Volume 12187, Pages 225 through 230 inclusive of Cuyahoga County Records, which Waiver stipulates that in the event any future amendment to said "Articles of Incorporation of Longbrooke Homeowners' Association" shall be adopted, then, in order to avoid hardship with respect to the real estate subjected to the said Declaration of Restrictions, an instrument incorporating such amendment shall be executed by the officers of Longbrooke Homeowners' Association, entitled "Supplement to Declaration of Restrictions filed in Volume 10976, Page 697, of Cuyahoga County Records" and such instrument shall be recorded in the Records of Cuyahoga County, Ohio; and

WHEREAS, Longbrooke Homeowners' Association, by action of its Regular Members entitled to exercise more than two-thirds of the voting power of the Association, adopted a Resolution amending Article Seventh of said Articles of Incorporation

NOW, THEREFORE, pursuant to the power and duty created by Paragraph 2 of said instrument filed by Woodlawn Estates, Inc. recorded at Volume 12187, Pages 225 through 230 of Cuyahoga County Records, Longbrooke Homeowners' Association by action of its President and Secretary hereby record the following amendment to Article Seventh of the Articles of Incorporation of Longbrooke Homeowners' Association:

RESOLVED that Article Seventh of the Articles of Incorporation of Longbrooke Homeowners' Association recorded in Roll B 516 at Frames 912 through 918 inclusive of the Records of Incorporation and Miscellaneous Filings in the Office of the Secretary of State of Ohio and further recorded in Cuyahoga County Deed Records in the Waiver of Restrictions filed

by Woodlawn Estates, Inc. in Volume 12187, Pages 225 through 230 inclusive of Cuyahoga County Records, be amended by the deletion of Subparagraphs Seventh (d) and (e) and the adoption of new Subparagraph Seventh (d), to read as follows:

õ(d) Due Dates of Assessments; Defaults; Statements of Unpaid Assessments

õThe due date of the annual assessment shall by March 31 in each year. The due date of any special assessment or installment thereof shall be fixed in the Resolution of the members authorizing such assessment, and written notice of such special assessment or installment thereof shall be given to each Owner subject thereto at least sixty (60) days in advance of such due date.

õIf an annual or special assessment, or installment of a special assessment, is not paid within thirty (30) days after the due date, such delinquent assessment or installment shall bear interest from the due date at the rate of Eight Per Cent (8%) per annum. If such delinquent assessment or installment is not paid, together with accrued interest, within sixty (60) days after the due date, the Association may file in the offices of the County Recorder a notice of lien to evidence such delinquent assessment or installment, and in addition may bring an action at law against the owner or owners responsible for the payment of any assessment and, additionally or alternatively, may foreclose its lien against the property. In the event a judgment is obtained, such judgment shall include interest on the assessment or installment amount as provided, together with the costs of the action. The Association shall be under no duty to file such notice of lien or to bring such action at law or foreclosure such lien, and the failure of the Association to take any action shall not in any way impair or affect the property and against the owner or owners of such property.

õAny prospective grantee or mortgagee of a fee or undivided fee interest in a Lot or Sublot in Longbrooke Subdivision may rely upon a written statement from an officer or agent of the Association designated from time to time by action of the Board of Trustees, setting forth the amount of unpaid assessments with respect to such fee or undivided fee interest. In the case of a sale of any such interest, no grantee shall be liable for, nor shall the interest purchased be subject to a lien for, any unpaid assessments which became due prior to the date of such statement and which are not set forth in such statement; nor shall the membership privileges of such grantee (or his household or guests) be suspended by reason of any such unpaid assessment not set forth in such statement. In the case of the creation of any mortgage, any lien of the Association for unpaid assessments which became due prior to the date of such statement and which are not set forth in such statement shall be subordinate to such mortgage.õ

IN WITNESS WHEREOF, Longbrooke Homeownersø Association by its President, Own E. Stiegelmeier, and its Secretary, Marion Rolland, has executed this Supplement to Declaration of Restrictions at Berea, Ohio this 10th day of May, 1968.

CODE OF REGULATIONS
OF
Longbrooke Homeowners' Association

(an Ohio non-profit Corporation)

ARTICLE I

MEETINGS OF MEMBERS

SECTION 1. Initial Meetings and Regular Meetings. The first meeting of Regular Members (hereinafter called "Members") shall be held within two (2) months after the date of filing of the Articles of Incorporation of Longbrooke Homeowners' Association (hereinafter referred to as "Association") in the office of the Secretary of the State of Ohio, on such date and at time and place as the Initial Trustees named in the Articles of Incorporation shall determine, in order to elect Trustees. An Initial Trustee may be elected a Trustee at such first meeting of Members. In subsequent years at annual meeting of Members shall be held in each year on such date and at such time as the Trustees shall determine, not later than the end of the third month following the close of each fiscal year of the Association, at such place as shall be designated in the notice thereof, for the consideration of reports to be laid before such meeting and the transaction of such other business as may be specified in the notice of meeting.

SECTION 2. Special Meetings. Special meetings of Members may be held, to be called by the President, or by a Vice-President, or by a majority of the Trustees by action with or without a meeting, or by Members of the Association entitled to vote not less than one-quarter (1/4) of the total voting power thereof in a writing requesting the President or a Vice- President to call such a special meeting.

SECTION 3. Notice of Meeting. Written notice of all meetings of Members shall, unless waived, be given at least fifteen (15) and less than thirty (30) days before the date determined for such meeting to each Member at his address as it appears on the records of the Association.

SECTION 4. Quorum. To constitute a quorum at any meetings of Members, there shall be present in person or by proxy persons entitled to vote not less than one-third (1/3) of aggregate voting power of the Members. If there shall be no quorum at the time for which any meeting shall have been called, the meeting may be adjourned from time to time by a majority of Members present or represented by proxy, without any notice other than by announcement at the meeting, until a quorum shall attend. At any adjourned meeting, any business may be transacted which might have been transacted if the meeting had been held as originally called.

SECTION 5. Vote of Members. Members are entitled to cast votes in accordance with ARTICLE FIFTH, section (a) of the Articles of Incorporation. The affirmative vote in person or by proxy of those persons entitled to cast a majority of the votes at any meeting at which quorum is present shall be necessary for the authorization or taking of any action voted upon by the Members, except as otherwise provided by law, the Articles, or these Regulations.

SECTION 6. Proxies. Any Member may authorize another Member by written proxy to vote for him on one or more questions at a meeting of Members. All proxies shall be filed with the Secretary prior to or at the time of the meeting for which given. No proxy shall extend beyond the adjournment of the meeting for which given, at which a quorum was present, and a proxy shall automatically cease upon termination of the Member's interest as owner of any lot or subplot in Longbrooke Subdivision (which term, as used in the Regulations, shall have the meaning set forth in the Articles of Incorporation of the Association).

ARTICLE II

TRUSTEES

SECTION 1. Number. The number of Trustees of this Association shall be five (5).

SECTION 2. Election of Trustees.

- (a) At the initial meeting of the Members held within two (2) months after the date filing the Articles of Incorporation, the Members shall elect five (5) Trustees. The term of office of the Trustees elected at the initial meeting shall be determined by lot, the term of office of three such Trustees to expire on the date of the second annual meeting of Members, and the term of office of the remaining two such Trustees to expire on the date of the third such annual meeting. At each annual meeting of Members, beginning with the second such meeting, a Trustee shall be elected to replace each Trustee whose term expires on the date of such meeting. Trustees shall be Members of the Association. Except as otherwise provided in these Regulations for initial and successor Trustees, no Trustee shall serve consecutive terms of office as a Trustee.
- (b) Prior to the 1968 and such subsequent annual meeting of Members, the Board of Trustees shall nominate as many Members as candidates for election to the board for the ensuing year as there are vacancies on the Board in such ensuing year, endeavoring to maintain representation of each district by one Trustee; and the written notice of such annual meeting shall state the number of vacancies in the Board to be filled and the names of those Members nominated as candidates by the Trustees.

- (c) Any ten (10) Members, by a written notice signed by them and given by personal delivery or by mail to the secretary at least seven (7) days before the date of the 1968 and each subsequent annual meeting of Members, may nominate an additional candidate for election to the Board to fill any such vacancy for the ensuing year. Any number of nominations may be made by separate written notices in such manner, but no Member shall be entitled to sign more than one such written notice, and in the event of any such duplicate signing the signatures of such Member shall be disregarded on all such written notices upon which it appears.
- (d) The election shall be made by written ballot, in accordance with such procedure as the Board of Trustees from time to time shall adopt.

SECTION 3. Meeting of Trustees. Regular meetings of the board of Trustees shall be held as the Board may desire. Special meetings of the Board of Trustees may be called by the President or by a Vice-President or by any three (3) Trustees. Meeting of the Trustees may be held at any place within Berea, Ohio. Notice of the time, place and purpose of any such meeting, unless waived, shall be given to each Trustee, by personal delivery or by first class mail, at least three (3) days prior to the time of such meeting

SECTION 4. Quorum. To constitute a quorum at any meeting of the Trustees there shall be present not less than a majority of the Trustees then in office, but if at any meeting of the Trustees there shall be present less than quorum, a majority of those present may adjourn the meeting from time to time without any notice other than announcement at the meeting, until a quorum shall attend. The affirmative vote of a majority of the Trustees present at a meeting at which a quorum is present shall be necessary for the authorization or taking of any action voted upon by the Trustees.

SECTION 5. Powers and Duties of Trustees.

- (a) The corporate authority, powers, property and affairs of the Association shall be exercised, conducted and controlled by the Board of Trustees. Without limitation thereon, such powers include the power:
 - (1) To establish, levy and asses, and collect assessments and charges referred in the Articles;
 - (2) To adopt and enforce rules and regulations governing the use of the Recreational Areas and facilities;
 - (3) To enforce the Declaration of Restrictions;
 - (4) To effect insurance;

- (5) To employ persons and entities as requires for the fulfillment of the purposes of the Association;
 - (6) To make contracts and agreements;
 - (7) To purchase or otherwise acquire, lease as lessee, invest in, hold, use, lease as lessor, sell, exchange, transfer and dispose of property of any description or any interest therein;
 - (8) To borrow money, and issue, sell and pledge notes, bonds and other evidences of indebtedness of the Association;
 - (9) To do all things permitted by law and exercise all power and authority within purposes stated in the Articles or incidental thereto.
- (b) It shall be the duty of the Board of Trustees:
- (1) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to Members at the annual meeting;
 - (2) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
 - (3) To fix the amount of annual assessments as required by the Articles and to propose special assessments when appropriate, and to levy, assess and collect all assessments;
 - (4) To prepare a roster of the lots and sublots in Longbrooke Subdivision and the assessments applicable thereto, this shall be open to inspection by any Member;
 - (5) To enforce the Declaration of Restrictions applicable to Longbrooke Subdivision;
 - (6) To require the bonding of all officers and other persons regularly handling Association funds, the premiums for which shall be paid by the Association from the annual assessment.
 - (7) To inform new residents of their privileges and obligations as owners of lots or sublots in Longbrooke Subdivision.

SECTION 6. Vacancies. Except when a Trustee dies, is removed or resigns from office, or ceases to reside in Longbrooke Subdivision, a Trustee shall serve until his successor has been elected. Vacancies in the Board of Trustees caused by death, removal, resignation or change of residence shall be filled by a majority vote of the remaining Trustees until the next succeeding

annual meeting of Meetings, at which a successor Trustee shall be nominated and elected as hereinbefore provided to serve the remainder of the term respecting the vacancy. The Trustee elected by the Trustees to serve the interim period until such annual meeting may be elected to complete the term respecting such vacancy, and a Trustee elected by the Members to complete a term respecting a vacancy may be elected by the Members to a regular term of office as a Trustee upon the expiration of his term as Successor Trustee.

ARTICLE III

WAIVER OF NOTICE OF MEETING OF MEMBERS OF TRUSTEES

Notice of the time, place and purposes of any meeting of Members or Trustees, as the case may be, whether required by law, the Articles or this Code of Regulations, may be waived in writing, either before or after the holding of such meeting, by any Member, or by any Trustee, which writing shall be filed with or entered upon the records of the meeting. Any Member or Trustee shall be deemed to have waived notice of meeting by attending such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice, or by voting, including by proxy or mail, at such meeting.

ARTICLE IV

OFFICERS

SECTION 1. Number. The Association shall have a President, a Vice-President, a Secretary and a Treasurer, and such other additional Vice-Presidents and officers and assistant officers as the Trustees may deem necessary. The President shall be a Trustee but the remaining officers may be elected from Members of the Association and non-Members. All officers and assistant officers shall be elected by the Trustees at their first regular meeting in each year next following the annual meeting of the Members, or at any other meeting called for such purpose, and shall, unless otherwise provided by the Trustees, hold office for one (1) year and until their respective successors shall have been elected.

SECTION 2. Duties. The officers shall have such authority and shall perform such duties as are customarily incident to their respective offices, or as may be specified from time to time by the Trustees regardless of whether such authority and duties are customarily incident to such office.

ARTICLE V

IDEMNIFICATION OF TRUSTEES AND OFFICE

SECTION 1. Each Trustee and each officer of the Association shall be indemnified by the Association against all costs and expenses reasonably incurred with the defense of, any claim asserted or suit or proceeding brought against him by reason of his being or not having been a Trustee or officer of the Association, whether or not he continues to be such at the time of incurring such costs or expenses; except costs and expenses incurred in relation to matters as to which he shall have been derelict in the performance of his duty as such Trustee or officer.

SECTION 2. For the purposes of this Article, any such Trustee or officer shall conclusively be deemed not to have been derelict in the performance of his duty as such

- (a) in a matter which shall have been the subject of a suit or proceeding in which he was a party disposed of by adjudication on the merits, unless he shall have finally adjudged in such suit or proceedings to have been liable for negligence or misconduct in the performance of his duty as such Trustee or officer, or
- (b) in a matter not falling within (a) next proceeding if either all disinterested Trustees or a committee of disinterested persons (excluding therefrom any Trustee or officer) selected as hereinafter provided, shall determine that he is not derelict. The selection of the committee provided above may be unanimous action of the disinterested Trustees or, if there be no disinterested Trustee or Trustees, by the chief executive officer (or, if he is interested, by the highest ranking disinterested officer) of the Association, provided that no less than three (3) persons shall be selected in any case. A person shall be deemed disinterested in a matter if he had no interest therein other than as a Trustee, officer or Member of the Association.

The foregoing shall not constitute exclusive tests as to dereliction and no determination as to dereliction shall be questioned on the ground that it is made otherwise than provided above. The Association may pay the fees and expenses of the Trustees or other persons, as the case may be, incurred in connection with making a determination as above provided.

SECTION 3. The foregoing right of indemnification shall be in addition to any rights to which any such Trustee or officer may otherwise be entitled as a matter of law or by vote of the Members of the Association.

ARTICLE VI

MISCELLANEOUS

SECTION 1. The secretary of the Association shall keep or to be kept a record, which may be included in the book containing the minutes if proceedings of Members and Trustees, in which shall be recorded the names and addresses of all Members and Trustees. There shall also

be recorded therein the date upon which each Member or Trustee became such, and upon termination of any membership or trusteeship for any cause, the facts relating thereto, together with the date of termination. Each Member and Trustee, upon his becoming such, shall forthwith advise the Secretary of his then address and likewise shall promptly report to him any change in his address.

SECTION 2. The Association shall have no corporate seal.

SECTION 3. The Association's fiscal year shall be determined by the Trustees.

SECTION 4. In case any provision of these Regulations shall be inconsistent with the Articles, the Articles shall govern.

ARTICLE VII

AMENDMENT OF REGULATIONS

This Association may adopt and amend Regulation by the affirmative vote of those entitled to exercise a majority of the voting power.