

CODE OF REGULATIONS

BY-LAWS

OF

ECHO LAKE COMMUNITY ASSOCIATION, INC.

ARTICLE I. ~~NAME AND LOCATION~~

DEFINITIONS

SECTION 1. The name of following words, when used in these By-Laws and any amendment thereto (unless the context prohibits), shall have the following meanings:

(a) “Association ~~is ECHO LAKE COMMUNITY ASSOCIATION, INC.,~~” shall mean and refer to the Echo Lake Community Association, Inc. which ~~corporation is a~~ not-for-profit, ~~is created~~ corporation under the laws of the State of Ohio.

(b) The “Properties” shall mean and refer to the property described in Article II of the Declaration of Covenants and Restrictions and any additions made thereto in accordance with Article II of the Declaration of Covenants and Restrictions.

(c) “Common Elements” shall mean and refer to those areas of land and improvements and facilities thereon, shown on any recorded subdivision plat of the Properties and intended to be devoted to the common use and enjoyment of all owners of the Properties. All Easement Areas and recreational facilities, unless specifically designated in writing upon any subdivision plat pertaining to such ancillary Declaration to be solely for the benefit of the members of such Unit Cluster Parcel or Condominium Property encumbered by said separate ancillary Declaration, shall be deemed to be Common Elements and all such recreational facilities shall be available for use by any owner of a Living Unit and by Declarant.

(d) “Condominium Property” shall mean and refer to any building and related common and limited common elements which are dedicated to be a condominium project pursuant to Chapter 5311 of the Ohio Revised Code.

(e) “Condominium Unit” shall mean any Unit and its related limited common elements and its pro rata share of any common elements of a Condominium Property.

(f) “Living Unit” shall mean and refer to any building, or any portion of a building situated upon a Lot, or any unit of Condominium Property and/or Unit Cluster Parcel, situated within the Properties, designed and intended for use and occupancy as a residence by a single family.

(g) "Lot" shall mean and refer to any subplot (whether or not improved with a house) shown upon any recorded subdivision plat of the Properties and any sublots (whether or not improved with a house) which have been formed due to the further subdivision or consolidation of any subplot.

(h) "Member" shall mean and refer to all those Owners called members of the Association as provided in Article II, Section 1, hereof.

(i) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon the Properties, but shall not mean or refer to the mortgagee thereof unless and until such mortgagee has acquired title pursuant to foreclosure, or any proceeding in lieu of foreclosure.

(j) "Residential Community" shall include and mean the maximum number of Living Unit which may be developed upon the Properties pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio. The principal office of the Association shall be as set forth in its Articles of Incorporation, and the place of meeting of owners (members) and of the Trustees of the Association shall be at such place in Cuyahoga County, Ohio as the Board of Trustees may designate pursuant to Article II of the Declaration of Covenants and Restrictions, as said number may be adjusted from time to time pursuant to Article II of the Declaration of Covenants and Restrictions, including, but not limited to any additional properties which may be added to or made part of the Properties, pursuant to Article II hereof.

(k) "Unit Cluster Parcel" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties and intended to be devoted to the uses allowed by Section 1252.32 of the Codified Ordinances of the City of Strongsville, or any other successor ordinance regulating Unit Cluster Developments.

(l) "City" shall mean the City of Strongsville, a municipal corporation organized and existing under the laws of the State of Ohio. It is specifically acknowledged by all parties to these Covenants and Restrictions that the "City" is a third party beneficiary to these Covenants and Restrictions and has the same authority to administer and enforce these Covenants and Restrictions as they relate to open spaces, Common Properties, storm sewers and swales, and other Easement Areas as more fully set out herein, as does the Association. The City, as a third-party beneficiary to these Covenants and Restrictions and by giving its approval to these documents, shall in no way be deemed to have waived any of its zoning, building or other requirements of ordinances or general law which requirements shall still be binding upon the Properties if they are more restrictive than the requirements set out within these Covenants and Restrictions.

ARTICLE II—PROPERTY OWNERS (MEMBERS)

Section MEMBERSHIP

SECTION 1- Membership. ~~Every Each~~ person or entity who is a record ~~owner~~Owner of a fee or undivided fee ~~Interest in any Lot, Living Unit or Proposed Living Unit in the "Properties" as defined in Article II, Section 1 of the Declaration of Covenants and Restrictions (the "Declaration") which is to be filed for record in the office of the Cuyahoga County Recorder, which is subject by covenants of record to assessment by the Association, or who is a tenant of a Living Unit, shall be a member~~simple interest in any Lot or Living Unit shall automatically be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the ~~performance of an obligation shall not be a member~~payment of money or performance of an obligation shall not be a Member. When more than one person holds such interest or interests, in any Lot or Living Unit, all such persons shall be Members, but for a quorum, voting, consenting and all other rights of Membership, such persons shall collectively be counted as a single Member, and entitled to one (1) vote for each such Lot or Living Unit, which vote for such Lot or Living Unit shall be exercised as they among themselves deem. Each such Member shall be jointly and severally liable for the payment of the assessments hereinafter provided with respect to such Lot or Living Unit.

SECTION 2. Rights Subject to Payment of Assessments. The rights of owners to vote and for the use of common elements and recreational facilities are subject to the payment of annual and special assessments levied by the Association, the obligor of which assessments is imposed against each Owner of and becomes a lien upon the property against which such assessments are made as provided by Article V of the Declaration of Covenants and Restrictions to which The Properties are subject.

SECTION 3. Suspension of Voting Rights. The voting rights of any person whose interest in The Properties is subject to assessments under Section 2 of this Article II, whether or not he be personally obligated to pay such assessments, may be suspended by action of the Directors during the period when the assessments remain unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the Common Elements and facilities, and the personal conduct of any person thereon, as provided in Article V, Section 2 of these By-Laws, they may in their discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days.

SECTION 4. Sale or Transfer of Lot or Living Unit. Membership may not be separated in any way from ownership of a Lot or Living Unit and upon the sale or transfer of title to a Lot or Living Unit, the membership of such assignor shall cease and terminate automatically, whether such transfer is voluntary or involuntary or by operation of law, provided, however, that if ownership is held in two or more names, the membership of the non-transferring owner shall in no way be effected.

ARTICLE III

VOTING RIGHTS

The Association shall have two classes of voting Membership:

CLASS A: Class A Members shall be all Members (with the exception of the Owner(s) of any apartments). Class A Members shall be entitled to one vote for each Lot or Living Unit owned by them.

CLASS B: Class B Members shall consist of the Owner(s) of any apartments, who shall be entitled to one vote for every two Lots or Living Units owned by them.

ARTICLE IV

PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT

SECTION 1. Right of Enjoyment. Each member shall be entitled to the use and enjoyment of the Common Elements as provided by Article IV of the Declaration of Covenants and Restrictions applicable to The Properties.

SECTION 2. Delegation of Rights. Any Member may delegate his rights of enjoyment in the Common Elements to his immediate household and guests or to any of his lessees who reside upon The Properties under a leasehold interest for a term of one (1) year or more. Such Member shall notify the Secretary in writing of the name of any such person and of the relationship of the Member to such person. The rights and privileges of such person are subject to suspension under Article II, Section 3 hereof, to the same extent as those of the Member, and are further subject to the reasonable rules and regulations of the Association governing the use of the Common Properties.

ARTICLE V

GENERAL POWERS OF THE ASSOCIATION

SECTION 1. Payments from Assessment Funds. The Association shall pay out of the fund hereinafter provided for, the following:

- (a) Care of Common Elements. Landscaping, gardening, snow removal, cleaning, maintenance, repair and replacements of the Common Elements and any of its facilities, the operation, maintenance and repair of any recreational facilities on The Properties, a reasonable pro rata share of the costs of operation, maintenance and repair of such other recreational areas and facilities as may be made available for the non-exclusive use of all Owners (whether or not located on the Properties), and such other common expenses as the Association shall determine are necessary and proper:

(b) Wages and Fees for Services. The services of any person or firm employed by the Association, including without limitation, the services of any person or persons required for the maintenance or operation of the Common Elements and legal and/or accounting services, necessary and proper in the operation of The Properties or the enforcement of the Declaration and these By-Laws and for the organization, operation and enforcement of the rights of the Association;

(c) Capital Additions, Improvements and Replacements. The Association's powers herein enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the maintenance fund any capital additions and improvements, having a total cost in excess of Fifty Thousand Dollars (\$50,000.00), nor shall the Association authorize any repair or replacement of facilities within the Common Elements requiring an expenditure in excess of Two Hundred Thousand Dollars (\$200,000.00) without in each case obtaining the prior approval of the Members of the Association entitled to exercise a majority of the voting power of the Association;

(d) Liability Insurance. A policy or policies insuring the Association, the members of the Board and Owners against any liability to the public or to the Owners of Lots or Living units and their invitees or tenants, incident to the ownership and/or use of the Common properties, the limits of which policy shall be reviewed annually;

(e) Other Insurance. Any other insurance held by the Association including, Directors and Officers Coverage and Fidelity Bonds on any person who handles Association funds.

(f) Workmen's Compensation. Workmen's Compensation Insurance to the extent necessary to comply with any applicable laws;

(g) Discharge of Mechanic's Liens. Any account necessary to discharge any mechanic's lien or other encumbrance levied against The Properties or any part thereof which may in the opinion of the Association constitute a lien against the Common Properties rather than merely against the interests of particular Owners; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens specifically assessed to said Owners;

(h) Additional Expenses. Any other materials, supplies, labor, services, maintenance, repairs, alterations, insurance or assessments which the Association is required to secure or pay for pursuant to the terms of the Declaration and these By-Laws, or by law, or which in the opinion of the Directors shall be necessary or proper for the maintenance and operation of The Properties or the enforcement of the Declaration or these By-Laws.

SECTION 2. Rules and Regulations. The Association, by vote of the Board, may adopt such reasonable rules and regulations and from time to time amend the same supplementing the rules and regulations set forth in the Declaration and these By-Laws as it may deem advisable for the maintenance, conservation and beautification of The Properties and for the health, comfort, safety and general welfare of the Owners and occupants of The Properties. Written notice of such rules and regulations shall be given to all Owners and The Properties shall at all times be

maintained subject to such rules and regulations. In the event such supplemental rules and regulations shall conflict with any provisions of the Declaration or of these By-Laws, the provisions of the Declaration and of these By-Laws shall govern.

SECTION 3. No Active Business to be Conducted for Profit. Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Owners or any of them.

SECTION 4. Delegation of Duties. Nothing herein contained shall be construed so as to preclude the Association, through its Board of Directors and officers, from delegating to persons, firms or corporations of its choice such duties and responsibilities of the Association as the Directors of the Association shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

SECTION 5. Applicable Laws. The Association shall be subject to and governed by the provisions of any statutes adopted at any time and applicable to The Properties, provided, however, that all inconsistencies between or among the permissive provisions of any statute and any provision of the Declaration and these by-Laws, shall be resolved in favor of the Declaration and these By-Laws, and any inconsistencies between any statute applicable to Associations formed to administer the Common Property shall be resolved in favor of the latter statute. In the event of any conflict or inconsistency between the provisions of the Declaration and the Articles or By-Laws of the Association, the terms and provisions of the Declaration shall prevail. The Owners, and all persons claiming under them covenant to vote, will vote in favor of such amendments to the Articles or By-Laws as will remove such conflicts or inconsistencies.

SECTION 6. Additions to Properties and Membership. Additions to The Properties may be made only in accordance with the provisions of Article II, Section 2, of the recorded Declaration of Covenants and Restrictions applicable to The Properties. Such additions, when properly made under the applicable covenants, shall extend the jurisdiction, functions, duties, and membership of the Association to such Properties.

ARTICLE VI

BOARD OF DIRECTORS

SECTION 1. Number and Qualifications. The affairs of the Association shall be managed by a board of between five (5) and seven (7) Directors, all of whom must be Owners or the spouse of an Owner within the Association, and whose Lot must be in good standing.

SECTION 2. Election of Directors; Vacancies. The Directors shall serve for an initial term as specified in Section 3 hereof. Thereafter, the Directors (whose terms will expire at the end of the meeting) shall be elected at each annual meeting of Members of the Association or at a special meeting called for the purpose of electing Directors. At a meeting of Members of the

Association at which Directors are to be elected, only persons nominated as candidates shall be eligible for election as Directors, and the candidates receiving the greatest number of votes shall be elected to fill the vacant seats. All ties shall be resolved by lot. In the event of the occurrence of any vacancy or vacancies in the Board of Directors, however caused, the remaining Directors, though less than a majority of the whole authorized number of Directors, may, by the vote of a majority of their number, fill any such vacancy for the unexpired term.

SECTION 3. Term of Office; Resignations. At the first meeting after the date hereof at which Directors are to be elected, when the conditions for a quorum at an annual meeting are met, the attendees at the meeting will make a motion and vote on the number of board members to represent the membership. For a board of five members, three (3) of the Director positions shall have a term of office of two (2) years and two (2) Director positions shall have a term of office of one (1) year. For a board of six members, three (3) of the Director positions shall have a term of office of two (2) years and three (3) Director positions shall have a term of office of one (1) year. For a board of seven members, four (4) of the Director positions shall have a term of office of two (2) years, and three (3) Director positions shall have a term of office of one (1) year. At the next annual meeting, the Director positions with an initial term of one (1) year shall thereafter have a term of two (2) years. Each Director shall hold office until the second annual meeting of the Members of the Association, following his election, and until his successor is elected, or until his earlier resignation, removal from office or death; provided, however, that the Directors initially elected with one (1) year terms, as provided above, shall hold office as provided above except, effective for the initial term only, "first annual" shall be substituted for "second annual". Any Director may resign at any time by oral statement to that effect at a meeting of the Board of Directors or in writing to that effect to take effect immediately or at such time as the Director may specify. Members of the Board of Directors shall serve without compensation.

SECTION 4. Compensation. No Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of duties.

SECTION 5. Organization Meeting. Immediately after each annual meeting of the Association, the newly elected Directors and those Directors whose terms hold over shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

SECTION 6. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined by a majority of the Directors; but at least four (4) such meetings shall be held during each fiscal year.

SECTION 7. Special Meetings. Special meetings of the Board of Directors may be held at any time upon call by the President or any two Directors. Written notice of the time and place of each such meeting shall be given to each Director either by personal delivery or by mail, e-mail,

telegram or telephone at least two (2) days before the meeting, which notice need not specify the purpose of the meeting; provided, however, that attendance of any Director at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting and such notice may be waived in writing either before or after the holding of such meeting, by any Director, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organization, regular or special meeting of the Directors.

SECTION 8. Quorum; Adjournment. A quorum of the Board of Directors shall consist of a majority of the Directors then in office; provided, that a majority of the Directors present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting. At each meeting of the Board of Directors at which a quorum is present, all questions and business shall be determined by a majority vote of those present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these By-Laws.

SECTION 9. Action In Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all the Directors.

SECTION 10. Removal of Directors. At any regular or special meeting of Members of the Association duly called, at which a quorum shall be present, any one or more of the Directors may be removed with or without cause by the vote of Members entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, and a successor or successors to such Director or Directors so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any Director whose removal has been proposed by the Members of the Association shall be given an opportunity to be heard at such meeting. Any Director may be removed by a vote of the remainder of the Board members then in office where the Director is delinquent in the payment of any assessment, has violated the governing documents, or is absent from 2 consecutive meetings without reasonable excuse.

SECTION 11. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate Fidelity Bonds. The premiums on such bonds shall be paid by the Association and shall be a common expense.

SECTION 12. Indemnification of Directors. Each Director shall be indemnified by the Owners against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party, or which he may become involved, solely by reason of his being or having been a Director, or any settlement thereof, whether or not he is a Director at the time the expenses are incurred, except in such cases

wherein the Director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided, that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Board of Directors and the Association.

ARTICLE VII

OFFICERS

SECTION 1. Election and Designation of Officers. The Board of Directors shall elect a President, a Vice-President, a Secretary and a Treasurer. The Board of Directors may also appoint an Assistant Treasurer, an Assistant Secretary and any such other officers as in their judgment may be necessary. The President, Vice President, Secretary and Treasurer shall be members of the Board of Directors and all officers shall be members of the Association.

SECTION 2. Term of Office; Vacancies. The officers of the Association shall hold office until the next organizational meeting of the Board of Directors and until their successors are elected, except in cases of resignation, removal from office or death. The Board of Directors may remove any officer at any time with or without cause by a majority vote of the Directors then in office. Any vacancy in any office may be filled by the Board of Directors.

SECTION 3. The President. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and shall sign all notes, checks, leases, mortgages, deeds, and all other written instruments, which shall be countersigned as provided below.

SECTION 4. The Vice-President. The Vice-President shall perform all of the duties of the President in his absence.

SECTION 5. The Secretary. The Secretary shall be ex officio the secretary of the Board of Directors, shall record the votes and document the minutes of all proceedings to maintain a written record for the Board of Directors. He shall sign all certificates of membership. He shall keep the records of the Association. He shall maintain documentation of the names of all Members of the Association together with their addresses as registered by such Members. He shall countersign all leases, mortgages, deeds and all other written instruments, along with the President, or in his absence, the Vice-President.

SECTION 6. The Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks and notes of the

Association, provided that such checks and notes shall also be signed by the President, or in his absence, by the Vice President.

The Treasurer shall keep proper books of account and cause an annual audit or financial review of the Association books to be made by a certified public accountant at the completion of each fiscal year. He shall prepare an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

SECTION 7. Other Officers. The Assistant Secretaries and Assistant Treasurers, if any, and any such other officers which the Board of Directors may appoint shall, respectively, have such authority and perform such duties as may be determined by the Board of Directors.

Section 8. Delegation of Authority and Duties. The Board of Directors is authorized to delegate the authority and duties of any officer to any other officer, or to a management company under contract with the Association to perform certain duties on behalf of the Board of Directors, and generally to control the actions of the officers and to require the performance of duties in addition to those mentioned herein.

ARTICLE VIII

MEETINGS OF MEMBERS

SECTION 1. Annual Meeting. The regular annual meeting of the Members shall be held no later than the month of March each year at a place and time designated in the notice of such meeting.

SECTION 2. Special Meetings. Special meetings of the Members for any purpose may be called at any time by the President, the Vice-President, the Secretary or the Treasurer, or by any two or more Members of the Board of Directors, or upon written request of the Members who have a right to vote one-fourth of all the votes of the entire membership or who have a right to vote one-fourth of the votes of the Class A membership. In the event the Board fails to provide notice of a special meeting requested by the Members as set forth herein within sixty (60) days of receipt of such request, the Members requesting the meeting shall then have the right to set the date, time and location for the meeting and prepare and distribute notice of the same. The only items that may be considered at a special meeting of the Members are those items specifically set forth within the Notice of Meeting.

SECTION 3. Notices of Meetings. Not less than seven (7) nor more than sixty (60) days before the day fixed for a meeting of the Members of the Association, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these By-Laws to give such notice. The notice shall be given by personal delivery, by electronic mail, or by mail to each Member of the Association who is an Owner of record of a Lot or Living Unit located in The

Properties as of the day next preceding the day on which notice is given. If mailed or electronically mailed the notice shall be addressed to the Members of the Association at their respective addresses as they appear on the records of the Association. Notice of the time, place and purposes of any meeting of Members of the Association may be waived in writing, either before or after the holding of such meeting, by any Members of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, shall be deemed to be a waiver by him of notice of such meeting.

SECTION 4. Quorum; Adjournment. Except as may be otherwise provided by law or by the Declaration, at any meeting of the Members of the Association, the Members of the Association present in person or by proxy shall constitute a quorum for such meeting, provided, however, that the Members of the Association represented at a meeting of the Members may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

SECTION 5. Majority Vote. For the purposes of these By-Laws, any requirement herein to “a majority of the voting power of the Association” shall mean the vote of the Class A and Class B Members voting as a whole or as one combined class of stock, except as to the number of votes which each Class A and each Class B Member is entitled to vote. The vote of a majority of the total voting power of the Association at a meeting at which a quorum is present shall be binding upon all Members for all purposes except where in the Declaration, or these By-Laws or by law, a higher percentage vote is required.

SECTION 6. Order of Business. ~~Section 2—Annual Meetings. Regular~~ annual meetings of the owners shall be held in the first calendar quarter of each year hereafter, on a date and at an hour established, from time to time by the Board.

~~Section 3—Special Meetings. Special Meetings of the owners may be called at any time by the president or by the Board, upon written request of owners entitled to exercise one fourth (1/4) or more of the voting power of owners.~~

~~Section 4—Notice of Meetings. Written notice of each meeting of owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five (5) days before such meeting, to each owner entitled to vote thereat, addressed to the owner's address or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.~~

~~**Section 5 – Quorum and Voting Power.** At any meeting of members, the presence in person or by proxy of members entitled to cast a majority of the total voting power shall constitute a quorum. A majority of the votes of those members constituting a quorum shall determine all questions or actions, to be taken except that no action required by (1) laws or (2) by the Declaration or (3) by the Code of Regulations of the Association, to be taken by a designated percentage of the voting power may be authorized or taken by a lesser percentage.~~

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

~~**Section 8 –** The order of business of meetings of the Members of the Association shall be as follows:~~

- ~~(a) Calling of the meeting to order~~
- ~~(b) Proof of notice of meeting or waiver of notice.~~
- ~~(c) Reading of the minutes of preceding meeting.~~
- ~~(d) Report of the Treasurer or other officers.~~
- ~~(e) Reports of Committees (if applicable).~~
- ~~(f) Election of Inspectors of Election (if applicable).~~
- ~~(g) Election of Directors (if applicable).~~
- ~~(h) Unfinished and/or old business.~~
- ~~(i) New Business.~~
- ~~(j) Adjournment.~~

~~**SECTION 7. Place of Meetings.** Meetings of Members may be held within the State of Ohio at the discretion of the Board of Directors.~~

~~**SECTION 8. Irregular Elections and Votes.** Notwithstanding any good faith error or irregularities (including, but not limited to, the lack of a quorum) with respect to the nomination or election of any member of the Board or any officer of the Association or with respect to any action taken by the Association, all acts and omissions, in good faith and otherwise in compliance with the law and the Declaration and these By-Laws, shall be binding and effective as if such errors or irregularities had not occurred; provided, however, that the required notice to Association members or Board members was made in each case.~~

~~**SECTION 9. Action in Writing Without Meeting.** Any action that could be taken by owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of owners having not less than a majority of the voting power of owners.~~

ARTICLE ~~III~~IX
BOARD OF TRUSTEES

~~Section 1—Initial Trustees.~~ The initial trustees shall be those three persons named as the initial Trustees in the Articles, who shall serve for one year. Initial Trustees are not required to be members
PROXIES

SECTION 1. Authorized. At all corporate meetings of Members of the Association-

~~Section 2—Successor Trustees.~~ There shall be at least three but not more than seven successor Trustees, each of whom shall be a member of the Association. They shall be elected at a meeting called for such purpose by the present Trustees no later than one year after incorporation of the Association and shall serve for a period of one year. All shall stand for re-election annually at a meeting called for that purpose.

~~Section 3—Removal.~~ Excepting only Trustees named in the Articles any TrusteeMember may be removed from the Board with or without cause, by a majority vote of the members. In the event of the death, resignation or removal of a Trustee, that Trustee's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of owners; when a Trustee shall be elected to complete the term of such deceased, resigned or removed Trustee.

~~Section 4—Nomination.~~ Nominations shall be made from the floor at the meetings -

~~Section 5—Election.~~ Election to the Board by the owners shall be by ballot.

~~Section 6—Compensation.~~ No Trustee shall receive compensation for any service rendered to the Association as a Trustee. However, any Trustee may be reimbursed for his or her actual expenses incurred in the performance of duties.

~~Section 7—Regular Meetings.~~ Regular meetings of the Board of Directors may be held periodically on such dates as the Board may designate.

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

~~Section 9 – Quorum.~~ The presence at any duly called and noticed meeting, in person or by proxy, of Trustees entitled to cast a majority of the voting power of Trustees shall constitute a quorum for such meeting. The person designated as proxy by a Member must be another Member of the Association.

~~Section 10 – Voting Power.~~ Vote of a majority of the Trustees voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

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

~~Section 12 – Powers.~~ The Board shall, under law, have the right, power, and authority to:

- ~~(a) — take all actions deemed necessary or desirable to comply with all requirements of law;~~
- ~~(b) — enforce the covenants, conditions and restrictions set forth in the Declaration;~~
- ~~(c) — repair, maintain and improve the Common Areas;~~
- ~~(d) — establish, enforce, levy and collect assessments, subject to the provisions of the Declaration;~~
- ~~(e) — adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of the owners, occupants and their guests thereon, and establish penalties for the infraction thereof;~~
- ~~(f) — suspend the voting rights of a owner during any period in which such owner shall be in default in the payment of any assessment levied by the Association;~~
- ~~(g) — declare the office of a member of the Board to be vacant in the event a Trustee shall be absent from three consecutive regular meetings of the Board; and~~
- ~~(h) — authorize the officers to enter into one or more management agreements in order to facilitate the efficient operation of the property.~~

~~**Section 13—Duties.** It shall be the duty of the Board to:~~

- ~~(a) — cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the owners at each annual meeting of owners, or at any special meeting when such statement is requested in writing by owners representing one-half (1/2) or more of the voting power of the owners;~~
- ~~(b) — supervise all officers, agents, and employees of the Association and see that their duties are properly performed;~~
- ~~(c) — fix the amount of assessments against each property, subject to the provisions of the Declaration;~~
- ~~(d) — give written notice of each assessment to every owner;~~
- ~~(e) — foreclose the lien against any property for which assessments are not paid;~~
- ~~(f) — file an action at law against the owner(s) personally obligated to pay the same;~~
- ~~(g) — issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;~~
- ~~(h) — procure and maintain Insurance as the Board deems advisable;~~
- ~~(i) — cause the restrictions created by the Declaration to be enforced.~~

ARTICLE IV
OFFICERS

~~**Section 1—Enumeration of Officers.** The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine.~~

~~**Section 2—Selection and Term.** The officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors. Any officer may also be a member of the Board.~~

~~**Section 3—Resignation and Removal.** Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.~~

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~~Section 4 – Duties.~~ The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

- ~~(a) — President. — The president shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.~~
- ~~(b) — Vice President. The vice president shall perform all the duties of the President in case of the latter's absence or disability.~~
- ~~(c) — Secretary. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the owners, serve notice of meetings of the Board and of the owners, keep appropriate current records showing the names of owners of the Association together with their addresses.~~
- ~~(d) — Treasurer. The treasurer shall assume responsibility for the receipt and deposit in appropriate bank accounts of all monies of the Association, the disbursements of such funds as directed by resolution of the Board, the keeping of proper books of account, the preparation of an annual budget and a statement of income and expenditures to be presented to the owners at annual meetings, and the delivery or mailing of a copy of each to each of the owners.~~

ARTICLE V
BOOKS AND RECORDS

~~The books, records and financial statements of the Association shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by owners and the holders and insurers of first mortgages.~~

ARTICLE VI
APPLICABLE LAWS: PRIORITY OF DOCUMENTS

- ~~(a) — Chapter 1702 of the Ohio Revised Code,~~
- ~~(b) — The Declaration,~~
- ~~(c) — The Articles,~~
- ~~(d) — This Code of Regulations, and~~
- ~~(e) — The Rules, shall be interpreted as a harmonious whole.~~

~~and this Association shall be subject to and governed by all of such laws, documents and rules. In the event of any direct inconsistency in any provisions in any of the foregoing, the provisions~~

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~~in the law or document first above listed shall be given priority; provided, however, that all inconsistencies between or among the permissive provisions of Chapter 1702 of the Ohio Revised Code and any provisions of any documents, or Rules, listed later, shall be resolved in favor of the documents or Rules listed later.~~

~~ARTICLE VII
ORDER OF BUSINESS~~

~~Section 1 – Generally.~~ The regular order of business of this Association will be:

- ~~(a) — Roll Call~~
- ~~(b) — Minutes~~
- ~~(c) — Correspondence~~
- ~~(d) — President's Report~~
- ~~(e) — Treasurer's Report~~
- ~~(f) — Committee Reports~~
- ~~(g) — Old Business~~
- ~~(h) — New Business~~
- ~~(i) — Good and Welfare~~

~~Section 2 – Suspension of Regular Order of Business.~~ The regular order of business may be suspended by a majority vote of the voting power present at a meeting and constituting a quorum.

~~Section 3 – Parliamentary Procedure.~~ Robert's Rules of Order shall govern, all rules of parliamentary procedure unless otherwise provided by these Regulations.

~~ARTICLE VIII~~

~~SECTION 2. Requirements and Duration.~~ All proxies shall be in writing and filed with the Secretary prior to the commencement of the meeting at which such proxy is to be voted. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the Member of his Lot or Living Unit.

~~SECTION 3. All Proxies Revocable.~~ All proxies shall be revocable at any time by actual notice to the Secretary of the Association by the Member making such designation. Notice to the Association in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized.

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ARTICLE X

DETERMINATION AND PAYMENT OF ASSESSMENTS

SECTION 1. Obligation to Pay Assessments. It shall be the duty of each Lot or Living Unit Owner to pay his proportionate share of the assessment for the expenses of administration, maintenance and repair of the Common Elements and of the other expenses provided for herein. Such proportionate share shall be calculated by dividing the total amount of expenses by the total number of Lots and Living Units to be assessed and each assessment shall be the same amount for each such Lot or Living Unit. Payment thereof shall be in such amounts and at such times as may be determined by the Board of Directors of the Association, as hereinafter provided and in accordance with the provisions of the recorded Declaration of Covenants and Restrictions.

SECTION 2. Preparation of Estimated Budget. Each year on or before December 31st, the Association shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount as set forth herein, necessary for a reserve for contingencies and replacements and shall on or before January 15th notify the Owner of each such Lot or Living Unit in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to said Owners according to the proportionate shares set forth in Section 1 of this Article X. On or before March 31st, the Owner of each such Lot and Living Unit shall be obligated to pay the Association or as it may direct, the assessments made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year, the Association shall supply to all Owners an itemized accounting of the expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves.

SECTION 3. Reserve for Contingencies and Replacements. The Association shall build up and maintain a reasonable reserve for contingencies and replacements. The Association shall place an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments, into reserves unless this requirement is waived on an annual basis by a vote of the majority of the voting power of the Association. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserve. If the "estimated cash requirement" proves inadequate for any reason, including non-payment of any Owner's assessment, the Association shall prepare an estimate of the additional cash requirements necessary, or necessary for the balance of the year, which additional amount of cash requirement shall be assessed to all of the Owners, and shall be considered as part of the annual assessment. The Association shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become due and payable no later than thirty (30) days after the delivery or mailing of such notice of further assessments.

SECTION 4. Failure to Prepare Annual Budget. The failure or the delay of the Association to prepare or serve the annual or adjusted estimate on an Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the annual charge at the existing rate established for the previous year until such new annual or adjusted estimate shall have been mailed or delivered.

SECTION 5. Books and Records of Association. The Association shall keep full and correct books of account and the same shall be open for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. This right to inspect shall include correct and complete books and records of account that specify the receipts and expenditures relating to common elements and other common receipts and expenses; records showing the allocation, distribution, and collection of the common profits, losses, and expenses; minutes of the meetings of the association and the board of directors; and records of the names and addresses of unit owners and their respective undivided interest in the common elements. These documents may be examined and/or copied at the office of the Association for a fee of \$.25 per page. The types of documents that cannot be examined or copied include information pertaining to condominium property-related personnel matters, communications with legal counsel or attorney work product, information pertaining to contracts or transactions under negotiation or those that contain confidentiality requirements, information relating to enforcement of the declaration, bylaws or rules of the Association against unit owners, or information the disclosure of which is prohibited by state or federal law. Upon ten (10) days notice to the Board of Directors and payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

SECTION 6. Status of Funds Collected by Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all of the Owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit and account of all of the Owners in the proportion set forth in Section 1 of this Article X.

SECTION 7. Remedies for Failure to Pay Assessments. If an Owner is in default in the payment of any charges or assessments imposed by the Association for ten (10) days, the Board of Directors may bring suit for and on behalf of themselves and as representatives of all of the Owners, to enforce collection thereof or to foreclose the lien therefor as provided in the Declaration; and, there shall be added to the amount due, the cost of said suit together with a monthly penalty fee of \$10.00 and interest at the rate of eight percent (8%) interest and reasonable attorney's fees as incurred by the Association. To the extent permitted by the Declaration, any decision or any statute or law now or hereafter effective, the amount of any delinquency and unpaid charges or assessments, and interest, costs and fees as above provided,

shall be and become a lien or charge against the ownership of the Owner involved when payable and may be foreclosed by action brought in the name of the Board of Directors as in the case of foreclosure of liens against real estate, as provided in the Declaration. Any mortgagee shall be entitled to written notice of such failure to pay such assessment.

The Association may file in the office of the County Recorder a Notice of Lien to evidence any delinquent assessment or installment, but the Association shall not be under any duty to file such Notice of Lien and its failure or omission to do so shall not in any way impair or affect the Association's lien and other rights in and against the property and against the Owner of such property.

SECTION 8. Application of Payments made to the Association. The Association shall credit payments made by a Unit Owner for expenses in the following order of priority. First to interest owed to the Association. Second, to administrative late fees owed to the Association. Third, to collection costs, attorney's fees, paralegal fees and court costs incurred by the Association. Fourth, to the principal amounts the Lot Owner owes to the Association for the common expenses, special assessments, or enforcement assessments chargeable against the Lot.

ARTICLE XI

AMENDMENTS

SECTION 1. Procedure. These By-Laws may be amended in the same manner as set forth in the Declaration, provided that any matter stated herein to be or which is in fact governed by the Declaration of Covenants and Restrictions applicable to The Properties may not be amended except as provided in such Declaration.

SECTION 2. Conflicts. In the case of any conflict between the Covenants and Restrictions applicable to The Properties and these By-Laws, the Covenants and Restrictions shall control.

SECTION 3. Rights not Impaired. No amendment shall be effective to impair or dilute any rights of Members that are governed by the recorded Declaration of Covenants and Restrictions applicable to The Properties (as, for example, membership and voting rights) which are part of the property interests created thereby.

ARTICLE XII

GENERAL PROVISIONS

SECTION 1. Copies of Notice to Mortgage Lenders. Upon written request to the Board of Directors of any duly recorded mortgage or trust deed against any Lot or Living Unit, the Board of Directors shall give such mortgage holder a copy of any and all notices permitted or required by the Declaration or these By-Laws to be given to the Owner or Owners whose Lot or Living Unit ownership is subject to such mortgage or trust deed.

SECTION 2. Service of Notice on Devises and Personal Representatives. Notices required to be given to any devisees or personal representatives of a deceased Owner may be delivered

either personally or by mail to such party at his, her or its address appearing on the records of the court wherein the estate of such deceased Owner is being administered.

SECTION 3. Disposition of Assets Upon Dissolution. Upon dissolution of the Association, the assets, both real and personal of the corporation, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. No such disposition of Association properties shall be effective to divest or diminish any right or title of any Member vested in him under the recorded Covenants and Restrictions applicable to The Properties unless made in accordance with the provisions of the Declaration of such Covenants and Restrictions.

SECTION 4. Dissolution Limitation. Notwithstanding any contrary provision of these By-Laws, the Association may not be dissolved unless and until the City has consented thereto in writing.

SECTION 5. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration of Covenants and Restrictions applicable to The Properties or these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

SECTION 6. Agreements binding. All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declaration and these By-Laws shall be deemed to be binding on all Owners, their successors, heirs and assigns.

SECTION 7. Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of these By-Laws, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these By-Laws.

IN WITNESS WHEREOF, Echo Lake Community Association, Inc., has, by its authorized officer, executed these By-Laws this _____ day of _____, 2016.

~~*This Code of Regulations may be amended by a majority vote of any membership meeting.*~~

~~IN TESTIMONY WHEREOF, the undersigned, the Incorporator of the Association has caused this Code of Regulations to be duly adopted on or as of the 5th day of January, 1988.~~

ECHO LAKE COMMUNITY ASSOCIATION, INC.

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By: _____

Thomas Rakowsky, President _____, Secretary

STATE OF OHIO

↓ SS:

COUNTY OF CUYAHOGA

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named ECHO LAKE COMMUNITY ASSOCIATION, INC., by and through _____ and _____, its authorized _____, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed individually and as such Officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, this _____ day of _____, 2016.

Notary Public

This BY:

Robert L. Dyer, Incorporator

Instrument Prepared By:

Steven M. Ott, Esq.
Lindsey A. Wrubel, Esq.
Ott & Associates Co., LPA
1300 East 9th St., Suite 1520
Cleveland, OH 44114
(216) 771-2600