

Valley Creek Village Association

BYLAWS

OF

**VALLEY CREEK VILLAGE CLUSTER DWELLING
ASSOCIATION**

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OF
VALLEY CREEK VILLAGE CLUSTER DWELLING ASSOCIATION

| <u>ARTICLE</u> | <u>PAGE NOS.</u> |
|---|------------------|
| Article I – Meeting of Members | 1 |
| Section 1 – Annual Meetings | 1 |
| Section 2 – Special Meetings | 1 |
| Section 3 – Notice of Meetings | 1 |
| Section 4 – Voting Rights | 1 |
| Section 5 – Quorum | 2 |
| Section 6 – Attendance and Voting of Undivided Interests | 2 |
| Section 7 – Proxies | 2 |
| Article II - Board of Managers | 2 |
| Section 1 – Qualifications | 2 |
| Section 2 – Number | 2 |
| Section 3 – Election | 3 |
| Section 4 – Term of Office | 3 |
| Section 5 – Removal | 3 |
| Section 6 – Vacancies | 3 |
| Section 7 – Quorum | 4 |
| Section 8 – Annual Meeting | 4 |
| Section 9 – Regular Meetings | 4 |
| Section 10 – Special Meetings | 4 |
| Section 11 – Notice of Annual or Special Meetings | 4 |
| Section 12 – Compensation | 4 |
| Section 13 – Regulations | 5 |
| Section 14 – Powers and Duties | 5 |
| Section 15 – Committees | 6 |
| Article III - Officers | 6 |
| Section 1 – General Provisions | 6 |
| Section 2 – Term of Office | 6 |
| Article IV - Duties of Officer | 7 |
| Section 1 – President | 7 |
| Section 2 – Vice Presidents | 7 |
| Section 3 – Secretary | 7 |
| Section 4 – Treasurer | 7 |
| Section 5 – Assistant and Subordinate Officers | 8 |
| Section 6 – Duties of Officer May Be Delegated | 8 |

| <u>ARTICLE</u> | <u>PAGE NOS.</u> |
|---|------------------|
| Article V - Indemnification of Mangers, Officers and Members of Committees | 8 |
| Section 1 – Scope of Indemnification | 8 & 9 |
| Article VI - Fiscal Year | 10 |
| Section 1 – Establishment of the Year | 10 |
| Article VII - Assessments and Finances | 10 |
| Section 1 – Preparation of Estimated Budget | 10 |
| Section 2 – Reserve for Contingencies and Replacements | 11 |
| Section 3 – Budget for First Year | 11 |
| Section 4 – Failure to Prepare Annual Budget | 11 |
| Section 5 – Books and Records of Association | 11 |
| Section 6 – Annual Statements | 11 & 12 |
| Section 7 – Status of Funds Collected by Association | 12 |
| Section 8 – Common Expenses | 12 & 13 |
| Section 9 – Additions, Alterations or Improvements by Board | 14 |
| Section 10 – Special Services | 14 |
| Article VIII - Rules and Regulations | 14 |
| Section 1 – Preparation and Amendment Requirements | 14 |
| Section 2 – Members To Receive Copies of Rules | 14 |
| Article IX - Interim Provisions | 15 |
| Section 1 – Developer As A Member | 15 |
| Article X - Intent | 15 |
| Section 1 – General Plan of Developer | 15 |
| Article XI - Amendments to ByLaws | 15 |
| Section 1 – Required Votes to Amend | 15 |

B Y L A W S
O F
VALLEY CREEK VILLAGE CLUSTER DWELLING ASSOCIATION

ARTICLE I
MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meetings of members shall be held at such time within four (4) months following the close of each fiscal year at such place as may be determined by the Board of Managers and stated in the notice of the meeting, for the election of managers, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly come before the meeting.

Section 2. Special Meetings. Special meetings of the members may be called by the President or, in the case of the President's absence, death, or disability, the Vice President authorized to exercise the authority of the President, or by a majority of Managers by action with or without a meeting, or by members entitled to exercise at least twenty-five percent (25%) of the voting powers in a writing requesting the President or such Vice President to call such special meeting. Calls for such meetings shall specify the time, place and purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

Section 3. Notice of Meetings. Unless waived, written notice of each annual or special meeting stating the time, place and the purpose thereof shall be given by personal delivery, or by leaving a copy at each member's unit, or by mailing a copy to such member addressed to him at his unit, not more than forty-five (45) days nor less than seven (7) days before any such meeting. Any member, either before or after any meeting, may waive any notice required to be given by law or under these Bylaws.

Section 4. Voting Rights. Each Class A member (as defined in Article III, Section 2 of the Covenants, Restrictions and Easements) shall be entitled to one (1) vote for each living unit owned by him. The Class B member (as defined in Article III, Section 2 of the Covenants, Restrictions and Easements) shall be entitled to two (2) votes for each living unit owned by it.

Section 5. Quorum. The members entitled to exercise a majority of the voting power of the Association at any meeting, present in person or by proxy, shall constitute a quorum for the transaction of business to be considered at such meeting; provided, however, that no action required by law or by the Covenants, Restrictions, and Easements or Bylaws to be authorized or taken by members entitled to exercise a designated proportion of the voting power may be authorized or taken by a lesser proportion. Members entitled to exercise a majority of the voting power represented at a meeting, whether or not a quorum is present, may adjourn such meeting, from time to time, until a quorum shall be present.

Section 6. Attendance and Voting of Undivided Interests. If two or more persons, whether fiduciaries, tenants in common, joint tenants or otherwise, own undivided interest in a living unit, each shall be entitled to exercise such proportion of the voting power of all owners of such living unit which is equivalent to such persons proportionate interest in the living unit. If only one such persons attends or votes (in person or by proxy) at a meeting of members, such attendance shall be counted for voting purposes as the vote of all such interest holders for such living unit.

Section 7. Proxies. Any member may be represented at a meeting of members or vote thereat, and execute consents, waivers and releases, and exercise any of his other rights, by proxy or proxies appointed, by a writing signed by such person.

ARTICLE II

BOARD OF MANAGERS

Section 1. Qualifications. Each Manager shall be a natural person either appointed by Bob Schmitt Homes, Inc., in accordance with Article X of the Covenants, Restrictions, and Easements or elected by the members of the Association as provided herein below.

Section 2. Number. Until changed in accordance with the provisions of this section, the number of Managers of the Associations shall be three (3). The number of Managers shall at all times be not less than three (3) and may be fixed or changed at any annual meeting or at any special meeting called for that purpose by the affirmative vote of the members entitled to exercise a majority of the voting power, but no decrease in the number of Managers shall have the effect of removing any Manager prior to the expiration of his term.

Section 3. Election. The first elected Managers of the Association shall be elected by the members at the first annual meeting or at a special meeting called for the purpose of electing Managers, whichever is earlier. An initial Manager appointed earlier in accordance with the Covenants, Restrictions, and Easements may be elected at such meeting. The elected Managers shall, at their first meeting thereafter, divide themselves by lot or otherwise as they may agree into three (3) classes. The term of office of the Manager of the first class shall expire on the date of the second annual meeting of the members; the term of office of the Manager of the second class shall expire on the date of the third annual meeting of the members; and, the term of office of the Manager of the third class shall expire on the date of the fourth annual meeting of the members. In the event the number of Managers is increased as provided in Section 2 hereof, the Managers shall, at their first meeting following the election of the additional Managers, allocate such additional Managers by lot or otherwise as they may agree among the three (3) classes.

At each annual meeting of members, the successor or successors to the Manager or Managers of each class whose terms shall expire in that year shall be elected to hold office for the term of three (3) years from the date of their election and until the election and qualification of his or their successor or successors. Election shall be by ballot whenever requested by any member, but, unless such request is made, the election may be conducted in any manner approved at such meeting. At such meeting of members of the Association for the election of Managers, the persons receiving the greatest percentages of voting power of Living Unit Owners shall be elected Managers.

Section 4. Term of Office. Each Manager shall hold office until his successor is elected and qualified as provided in Section 3 hereof, or until his earlier resignation, removal from office, or death.

Section 5. Removal. All the elected Managers, or all the Managers of a particular class, or any individual Manager may be removed from office without assigning any cause by the vote of the members entitled to exercise a majority of the voting power of the Association. In case of any such removal, a new Manager may be elected at the same time for the unexpired term of each Manager removed. Failure to elect a Manager to fill the unexpired term of any Manager removed shall be deemed to create a vacancy of the Board.

Section 6. Vacancies. Vacancies in the elected Board of Managers may be filled by a majority vote of the remaining Managers until an election to fill such vacancies is had. Members shall have the right to fill such vacancy in the Board (whether the same has been temporarily filled by the remaining Managers or not) at any meeting of the members called for that purpose.

Section 7. Quorum. A majority of the Board of Managers shall constitute a quorum for the transaction of business, except that a majority of the Managers in office shall constitute a quorum for filling a vacancy on the Board. Whenever less than a quorum is present at the time and place appointed for any meeting of the Board, a majority of those present may adjourn the meeting, from time to time, until a quorum shall be present.

Section 8. Annual Meeting. Annual meeting of the Board of Managers shall be held immediately following annual meetings of the members, or if no annual meeting of the members is held, or if Managers are not elected thereat, then immediately following any special meeting of the members at which Managers are elected. Such annual meeting of Managers shall be held at the same place at which such members' meeting was held.

Section 9. Regular Meetings. Regular meetings of the Board of Managers shall be held at such times and place as the Board of Managers may, by resolution or regulation, from time to time, determine. The Secretary shall give notice of each such resolution or regulation to any Manager who was not present at the time the same was adopted, but no further notice of such regular meeting need be given. At such meetings, any and all business within the power of the Managers may be transacted.

Section 10. Special Meetings. Special meetings of the Board of Managers may be called to be held at such times and places in the City of Strongsville as the person or persons calling such meeting may determine; by the President or Secretary or any two (2) members of the Board of Managers.

Section 11. Notice of Annual or Special Meeting. Notice of the time, place, and purposes of each annual meeting or special meeting shall be given to each Manager by the Secretary or by the person or persons calling such meeting. Such notice shall state the purpose or purposes of the meeting and may be given in any manner or method and at such time so that the Manager receiving it may have reasonable opportunity to attend the meeting. Such notice shall, in all events, be deemed to have been properly and duly given if mailed at least forty-eight (48) hours prior to the meeting and directed to the residence of the Manager as shown upon the Secretary's records. The giving of notice shall be deemed to have been waived by any Manager who shall attend and participate in such meeting and may be waived, in writing or by telegram, by any Manager either before or after such meeting.

Section 12. Compensation. The Managers, as such, shall not receive any compensation for their services, provided that nothing herein contained shall be construed to preclude any Manager from serving the Association in any other capacity and receiving compensation therefor. Members of any standing or special committee may, by resolution of the Board, be allowed such compensation for their services as the Board may deem reasonable, and additional compensation may be allowed to Managers for special services rendered.

Section 13. Regulations. For the government of its actions, the Board of Managers may adopt regulations consistent with the Covenants, Restrictions, and Easements and these ByLaws, and consistent with the rules and regulations adopted by the Association pursuant to Article VII hereof.

Section 14. Powers and Duties. Except as otherwise provided by law, the Covenants, Restrictions, and Easements or the ByLaws, all power and authority of the Association shall be exercised by the Board of Managers. The Board of Managers shall be responsible for the maintenance, repair, and replacement of the common areas, facilities, living units, and cluster housing properties. In carrying out the purposes of the property and subject to the limitations prescribed by law, the Covenants, Restrictions, and Easements or these ByLaws, the Board of Managers, for and on behalf of the Association may:

- (a) purchase or otherwise acquire, lease as lessee, invest in hold, use, lease as lessor, sell, exchange, transfer, and dispose of property of description or any interest therein;
- (b) make contracts, including, without limitation, a contract with other Associations of adjacent condominium properties or with an Association of Condominiums for the joint or common performance of any duties or procurement of any service, or for any other purpose deemed by the Board of Managers to be in furtherance of the purposes stated in the Covenants, Restrictions, and Easements and ByLaws or incident thereto;
- (c) effect insurance;
- (d) borrow money and issue, sell and pledge notes, bonds and other evidences of indebtedness of the Association;
- (e) levy assessments against Living Unit Owners;
- (f) employ a Managing Agent to perform such duties and services as the Board may authorize;
- (g) merge or consolidate other Associates with like interests and general purposes into this Association; and,
- (h) do all things permitted by law and exercise all power and authority within the purposes stated in the Covenants, Restrictions and Easements or incidental thereto.

Section 15. Committees. The Board of Managers may, by resolution, provide for such standing or special committees as it deems desirable, and discontinue the same at pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the Board of Managers. Each such committee shall keep full records and accounts of its proceedings and transactions. All action by any such committee shall be reported to the Board of Managers at its meeting next succeeding such action and shall be subject to control, revision, and alteration by the Board of Managers; provided that no rights of third persons shall be prejudicially affected thereby. Each such committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the Board of Managers, and it shall also meet at the call of the President of the Association or of any two (2) members of the committee. Unless otherwise provided by such rules or by such resolutions, the provisions of Section 11 of Article II relating to the notice required to be given of meetings of the Board of Managers shall also apply to meetings of each such committee. A majority of the committee may act in writing or by telegram or by telephone with written confirmation, without a meeting, but no such action shall be effective unless concurred to by all members of the committee. Vacancies in such committees shall be filled by the Board of Managers or as it may provide.

ARTICLE III

OFFICERS

Section 1. General Provisions. The Board of Managers shall elect a President, such number of Vice Presidents as the Board may, from time to time, determine, a Secretary and a Treasurer. The Board of Managers may, from time to time, create such officers and appoint such other officers, subordinate officers and assistant officers as it may determine. The President and any Vice President who succeeds to the office of the President shall be, but the other officers need not be, chosen from among the members of the Board of Managers. Any two (2) of such offices, other than that of President and Vice President, may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

Section 2. Term of Office. The officers of the Association shall hold office during the pleasure of the Board of Managers and, unless sooner removed by the Board of Managers, until the organization meeting of the Board of Managers following the date of their election and until their successors are chosen and qualified. The Board of Managers may remove any officer at any time, with or without cause. A vacancy in any office, however created, shall be filled by the Board of Managers.

ARTICLE IV
DUTIES OF OFFICERS

Section 1. President. The President shall be the chief executive officer of the Association and shall exercise supervision over the affairs of the Association and over its several officers; subject, however, to the control of the Board of Managers. He shall preside at all the meetings of members and shall also preside at meetings of the Board of Managers. He shall have authority to sign all contracts, notes, and other instruments requiring his signature, and shall have all the powers and duties prescribed by the Ohio Revised Code and such others as the Board of Managers may, from time to time, assign to him.

Section 2. Vice Presidents. The Vice Presidents shall perform such duties as are conferred upon them by these ByLaws or as may, from time to time, be assigned to them by the Board of Managers or the President. At the request of the President, or in his absence or disability, the Vice President designated by the President (or in the absence of such designation, the Vice President designated by the Board) shall perform all the duties of the President and, when so acting, shall have all the powers of the President. The authority of Vice Presidents to sign, in the name of the Association, all contracts, notes, and other instruments shall be co-ordinated with like authority of the President.

Section 3. Secretary. The Secretary shall keep minutes of all the proceedings of the members and Board of Managers and shall make proper record of the same, which shall be attested by him; shall have authority to sign all contracts, notes, and other instruments executed by the Association requiring his signature; give notice of meetings of members and Managers; keep such books as may be required by the Board of Managers; and, perform such other and further duties as may, from time to time, be assigned to him by the Board of Managers.

Section 4. Treasurer. The Treasurer shall have general supervision of all finances. He shall receive and have in charge all money, bills, notes, documents and similar property belonging to the Association and shall do with the same as may, from time to time, be required by the Board of Managers. He shall cause to be kept adequate and correct accounts of the business transactions of the Association, including accounts of its assets, liabilities, receipts, expenditures, profits and losses, together with such other accounts as may be required, and upon the expiration of his term of office shall turn over to his successor or to the Board of Managers all property, books, documents, and money of the Association in his hands; and, he shall perform such other duties as, from time to time, may be assigned to him by the Board of Managers.

Section 5. Assistant and Subordinate Officers. The Board of Managers may appoint such assistant and subordinate officers as it may deem desirable. Each such officer shall hold office during the pleasure of the Board of Managers and perform such duties as the Board of Managers may prescribe.

The Board of Managers may, from time to time, authorize any officer to appoint and remove subordinate officers, to prescribe their authority and duties, and to fix their compensation.

Section 6. Duties of Officers May Be Delegated. In the absence of any officers of the Association, or, for any other reason the Board of Managers may deem sufficient, the Board of Managers may delegate the powers or duties, or any of them, of such officer, to any Manager or the Managing Agent.

ARTICLE V

INDEMNIFICATION OF MANAGERS, OFFICERS AND MEMBERS OF COMMITTEES

Section 1. Scope of Indemnification. Each Manager and officer of the Association and each member of any committee appointed by the Board of Managers shall be indemnified by the Association against the costs and expenses reasonably incurred by him in connection with the defense of any action, suit or proceeding to which he is made a party by reason of his being or having been a Manager or officer of the Association or committee member (whether or not he is a Manager, officer, or committee member at the time of incurring such costs and expenses), except with respect to matter as to which he shall be adjudged in such action, suit, or proceedings to be liable for misconduct or negligence in the performance of his duty as such Manager, officer, or committee member. In case of the settlement of any action, suit or proceeding to which any Manager or officer of the Association or committee member is made a party or which may be threatened to be brought against him by reason of his being or having been a Manager or officer of the Association or committee member, he shall be indemnified by the Association against the costs and expenses (including the cost of settlement) reasonably incurred by him in connection with such action, suit or proceeding (whether or not he is a Manager, officer or committee member at the time of incurring such costs and expenses), if:

- (a) The Association shall be advised by independent counsel that such Manager, officer or committee member did not misconduct himself or was not negligent in the performance of his duty as such Manager, officer, or committee member with respect to the matters covered by such action, suit or proceeding, and the

cost to the Association of indemnifying such Manager or officer or committee member (and all other Managers, officers and committee members, if any, entitled to indemnification hereunder in such case) if such action, suit or proceeding were carried to a final adjudication in their favor could reasonably be expected to exceed the amount of costs and expenses to be reimbursed to such Managers, officers, and committee members as a result of such settlement; or,

- (b) Disinterested members entitled to exercise a majority of the voting power shall, by vote at any annual or special meeting of members, approve such settlement and the reimbursement to such Manager, officer, or committee member of such costs and expenses. The phrase “disinterested members” shall mean all members of the Association other than:
 - (i) any Manager, officer, or committee member of the Association who, at the time, is or may be entitled to indemnification pursuant to the foregoing provisions;
 - (ii) any corporation or organization of which any such Manager, officer, or committee member owns of record or beneficially ten percent (10%) or more of any class of voting securities;
 - (iii) any firm of which such Manager, officer, or committee member is a partner; and,
 - (iv) any spouse, child, parent, brother, or sister of any Manager, officer, or committee member.

The foregoing rights of indemnification shall inure to the benefit of the heirs and legal representatives of each such Manager, officer, or committee member, and shall not be exclusive of other rights to which any Manager, officer, or committee member may be entitled as a matter of law or under the Covenants, Restrictions and Easements and ByLaws, any vote of members of any agreement.

ARTICLE VI
FISCAL YEAR

Section 1. Establishment of the Year. The fiscal year of the Association shall end on the thirty-first (31st) day of December in each year or on such other day as may be fixed, from time to time, by the Board of Managers.

ARTICLE VII
ASSESSMENTS AND FINANCES

Section 1. Preparation of Estimated Budget. On or before the first (1st) day of December of each year or if the fiscal year is other than the calendar year, then on or before the first (1st) day of the last month during each fiscal year, the Board shall estimate the amount necessary to pay the common expenses during the fiscal year next succeeding and such amount as the Board may deem necessary as a reserve for contingencies and replacements, and shall on or before the December 15th next succeeding, or if the fiscal year is other than the calendar year, then on or before the fifteenth (15th) day of the last month during such fiscal year, notify each Living Unit Owner in writing of the amount of such estimate, with reasonable itemization thereof. Said estimated cash requirement shall be assessed to the Living Unit Owners according to an equitable plan created or devised by the Board of Managers pursuant to Article II, Section 14 of these ByLaws. On or before the first day of each month of the ensuing fiscal year, each Living Unit Owner shall pay to the Association or as it may direct one-twelfth (1/12) of the assessment made pursuant to this section. If the estimated cash requirement proved inadequate for any reason, including the non-payment by any Living Unit Owner of his assessment, the Association may, at any time, prepare an adjusted estimate and levy an additional assessment which shall be assessed to the Living Unit Owners according to the plan as directed by the Board of Managers. The Association shall give written notice of any such additional assessment to all Living Unit Owners stating the amount thereof, reasons therefor, and the time when the same shall become effective, which shall be not less than ten (10) days after the mailing of such notice or, if the same is not mailed, the delivery thereof. Any amount collected by the Association in excess of the amount required for actual expenses and reserves in any fiscal year shall be credited promptly after the same has been determined according to the plan adopted by the Board of Managers to the monthly installments next due from Living Unit Owners until exhausted, and any deficiency shall be added, according to such plan, to the installments due to the succeeding six (6) months after the same has been estimated.

Section 2. Reserve for Contingencies and Replacements. The Association shall establish and maintain a reserve for contingencies and replacements in such amount as the Board may deem necessary. Extraordinary expenses not originally included in the annual estimate which may become necessary during the fiscal year shall be charged first against such reserve.

Section 3. Budget for First Year. When the Board elected hereunder takes office, the Association shall determine the estimated cash requirement, as hereinabove defined, for the period commencing at the beginning of the second (2nd) full month after such election and ending on December 31st, or if the fiscal year is other than the calendar year, on the thirty-first (31st) day of the last month during such fiscal year, in which said election occurs. Assessments shall be levied against the Living Unit Owners during said period in such amounts as may be necessary to cover the estimated cash requirement.

Section 4. Failure to Prepare Annual Budget. The failure or delay of the Association to prepare or notify any Living Unit Owner of any annual or adjusted estimate shall not constitute a waiver or release in any manner of any such Living Unit Owner's obligation to pay his proportionate share of the common expenses as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, each Living Unit Owner shall continue to pay a monthly assessment at the then existing monthly rate established for the previous period until the amount of the monthly assessment is changed as herein provided.

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 Living Unit Owner or representative of a Living Unit Owner duly authorized in writing, at any reasonable time or times during normal business hours. Upon ten (10) days written notice to the Board and payment of a reasonable fee, any Living Unit 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 Living Unit Owner.

Section 6. Annual Statements. At or before the annual meeting of members, or the meeting held in lieu thereof, the Association shall furnish to each Living Unit Owner a financial statement consisting of: (a) a balance sheet containing a summary of the assets and liabilities of the Association as of a date not more than four (4) months before such meeting; and,

(b) a statement of the income and disbursements for the period commencing with the date marking the end of the period for which the last preceding statement of income and disbursements required hereunder was made and ending with the date of said balance sheet or, in the case of the first such statement, from the formation of the Association to the date of said balance sheet. The financial statement shall have appended thereto an opinion signed by the President or a Vice President or the Treasurer or an Assistant Treasurer of the Association or by a public accountant or firm of public accountants to the effect that the financial statement presents fairly the position of the Association and the results of its operations in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding period, or such other opinion as is in accordance with sound accounting practice.

Section 7, Status of Funds Collected by Association. All funds collected hereunder shall be held and expended solely for the purpose designated herein and (except for such special assessments as may be levied against less than all of the Living Unit 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 Living Unit Owners according to the plan adopted by the Board of Managers.

Section 8. Common Expenses. The Association, for the benefit of the Living Unit Owners, shall pay all common expenses arising with respect to the cluster housing properties including, without limitation, the following:

- (a) The cost of water, waste removal, electricity and telephone, heat, power, and other necessary utility service for the common areas and facilities;
- (b) Premiums for insurance effected on or with respect to the cluster housing properties and living units or of any portion thereof;
- (c) Premiums for workmen's compensation and unemployment compensation coverage to the extent necessary to comply with any applicable laws;
- (d) Fees for the services of any person, firm or corporation employed by the Association including, without limitation, the services of a Managing Agent for the condominium property, the services of any person or persons required for the maintenance or operation of the

condominium property, and legal and/or accounting services necessary or proper in connection with the operation of the condominium property, the enforcement or interpretation of the Covenants, Restrictions and Easements or the ByLaws and for the organization and operation of the Association;

- (e) The cost of landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the common areas and facilities and furnishing and equipment for the common areas and living units;
- (f) The cost of any other materials, supplies, furniture, equipment, labor, services, maintenance, repairs, structural alterations or insurance which the Association is required to secure or pay for, pursuant to the terms of the Covenants, Restrictions and Easements or the ByLaws or by law or which may be necessary or proper for the maintenance and operation of the property as a high-quality residential property;
- (g) The cost of any alteration, maintenance or repair of any living unit which the Board of Managers deems necessary for public safety or in order to prevent to or destruction of any other part of the property, provided that a special assessment shall be levied against such living unit to the extent of such cost; and,
- (h) The cost of water, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual Living Unit Owners, provided that the Association may discontinue such payments at any time, in which case each Living Unit Owner shall be responsible for direct payment of his share of such expenses as determined by the Association and provided further that the Association may levy additional special assessments against any Living Unit Owner to reimburse it for excessive use by such owner of any utility service the expense of which is a common expense.

Section 9. Additions, Alterations or Improvements by Board. Whenever, in the judgment of the Board, the common areas and facilities shall require additions, alterations, or improvements (as opposed to maintenance, repair, and replacement) costing in excess of One Thousand Dollars (\$1,000.00) and the making of such additions, alterations, or improvements shall have been approved by Living Unit Owners entitled to exercise not less than a majority of the voting power, the Board shall proceed with such additions, alterations, or improvements and shall assess all Living Unit Owners for the cost thereof as a common expense. Any additions, alterations, or improvements costing One Thousand Dollars (\$1,000.00) or less may be made by the Board without approval of the Living Unit Owners and the cost thereof shall constitute part of the common expenses.

Section 10. Special Services. The Association may arrange for special services and facilities for the benefit of such Living Unit Owners and occupants as may desire to pay for same including, without limitation, the cleaning, repair, and maintenance of units and special recreational, educational or medical facilities. The cost of any such special service or facilities shall be determined by the Association and may be charged directly to participating Living Unit Owners or paid as a common expense in which case a special assessment shall be levied against such participating Living Unit Owners to reimburse the Association therefor.

ARTICLE VIII

RULES AND REGULATIONS

Section 1. Preparation and Amendment Requirements. The Association, by the affirmative vote of a majority of the Board of Managers, shall adopt a set of rules and regulations to govern the use, maintenance, and occupancy of the cluster housing properties for the benefit and enjoyment of all living unit members, their families, guests, lessees, or tenants. The Board shall have the right and duty to modify, amend, supplement, or rescind such rules and regulations as they may deem advisable, from time to time, on their own volition or by petition of no less than sixty percent (60%) of the members entitled to exercise the total voting power of the Association.

Section 2. Members To Receive Copies Of Rules. Written notice setting forth any such rules and regulations shall be given to all Living Unit Owners and occupants, and the property shall, at all times, be subject thereto, and each Living Unit Owner and occupant shall abide thereby.

ARTICLE IX
INTERIM PROVISIONS

Section 1. Developer As A Member. Bob Schmitt Homes, Inc., the owner of the real estate described in Article II of the Covenants, Restrictions and Easements at the time of filing of such document for record shall, for purposes of voting rights hereunder and all other purposes of these ByLaws, be deemed to be a member of the Association with respect to each living unit owned by it until legal title to such living unit has been transferred by Bob Schmitt Homes, Inc.

ARTICLE X
INTENT

Section 1. General Plan of Developer. All rights and authority of the Association, and of its officers and Board of Managers, provided for in the Covenants, Restrictions and Easements or these ByLaws, are granted for the sole purpose of assuring a high-quality cluster single-family residences. Accordingly, all such rights and authority shall be exercised reasonably and not arbitrarily, with the least possible inconvenience to the Living Unit Owners, and in such manner that each Living Unit Owner shall, to the maximum extent consistent with the general requirements of the Covenants, Restrictions and Easements, these ByLaws, and the interests of the Living Unit Owners generally, be entitled to the use and enjoyment of his living unit as a private, single-family residence.

ARTICLE XI
AMENDMENT TO BYLAWS

Section 1. Required Votes To Amend. Provisions of these ByLaws may be amended by the Living Unit Owners at a meeting held for such purpose by the affirmative vote of those entitled to exercise not less than sixty percent (60%) of the total voting powers. No such amendment shall conflict with provisions of the Covenants, Restrictions and Easements applicable to Valley Creek Village, or the Covenants and Restrictions applicable to the Ledgewood Subdivisions, or the ByLaws of Ledgewood Association.

IN WITNESS WHEREOF, BOB SCHMITT HOMES, INC., has executed this instrument (being the ByLaws of Valley Creek Village Living Unit Owners' Association), by its President, pursuant to authorization of its Board of Managers, on the _____ day of _____, 19__.

SIGNED IN THE PRESENCE OF:

BOB SCHMITT HOMES, INC.

BY: _____
Robert F. Schmitt,
President

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named BOB SCHMITT HOMES, INC., by Robert F. Schmitt, its President, who acknowledges that he did sign the foregoing instrument, and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this _____ day of _____, 19__.

Notary Public

This instrument prepared by:

William F. Mahoney, Attorney
P.O. Box 8916
Strongsville, Ohio 44136
(216) 238-6915

**AMENDMENT TO THE BY-LAWS OF THE
VALLEY CREEK VILLAGE CLUSTER DWELLING
ASSOCIATION**

The Valley Creek Village Cluster Dwelling Association hereby amends its By-Laws to include the following provision, effective November 1, 2003.

XII. COST OF ENFORCEMENT

If any unit owner, either by his or her conduct or by the conduct of any occupant of his or her unit, shall violate any provision of the Declaration of Covenants, Restrictions and Easements, or Rules, By-Laws or Regulations adopted, the unit owner shall pay to the Association, in addition to any other sums due, all costs and expenses incurred by the Association in connection with the enforcement of any provision of the Declaration of Covenants, Restrictions and Easements, or Rules, By-Laws or Regulations, including reasonable attorney fees and/or court costs. A delinquent unit owner shall also be liable for any and all costs incurred by the Association in connection with the collection of the delinquent owner's account, including reasonable attorney fees, recording costs, title reports and/or court costs.

Witnesses:

VALLEY CREEK VILLAGE CLUSTER
DWELLING ASSOCIATION

Mark Fusco (Attorney-at-Law)

BY: Edward S. Oleksiak

Tamara D. MacKenzie

Its: President

AND: Thomas G. Holmok

Its: Vice President

STATE OF OHIO

CUYAHOGA COUNTY

Before me, a Notary Public, in and for said County and State, personally appeared the above named VALLEY CREEK VILLAGE CLUSTER DWELLING ASSOCIATION, by Edward S. Oleksiak, its President, and Thomas G. Holmok, its Vice President, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said Association and the free act and deed of each of them personally and as such officers.

In testimony Whereof, I have hereunto set my hand and official seal, at Berea, Ohio, this 31st day of October, 2003.

Tamara D. MacKenzie
NOTARY PUBLIC