

AVON LAKE LANDINGS HOA BY-LAWS

The HOA By-Laws document is preceded by a “Combined Modification of Lease, By-Laws, and Declaration of Covenants and Restrictions” document in which a portion of that document contains approved modifications to the original HOA By-Laws document.

INDEXED

072930

INDEXED

COMBINED MODIFICATION
OF
LEASE, BY-LAWS
AND
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
THE LANDINGS DETACHED SINGLE-FAMILY
RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC.

WHEREAS, the Declaration of Covenants and Restrictions of The Landings Detached Single-Family Residential Homeowners' Association, Inc. (recorded in Volume 1186, Pages 793, et seq., Lorain County Records), the By-Laws of The Landings Detached Single-Family Residential Homeowners' Association, Inc. (recorded in Volume 1186, Pages 803, et seq., Lorain County Records) and the Lease dated September 14, 1977, by and between Herman R. Kopf as Lessor and The Landings Detached Single-Family Residential Homeowners' Association, Inc. as Lessee (recorded in Lease Volume 98, Pages 711, et seq., Lorain County Records), contemplated a total development consisting of 114 sublots; and

WHEREAS, subsequent to the recording of the above documents, 6 sublots were redesignated for commercial purposes and removed from the subdivision; and

WHEREAS, a modification of said documents is deemed necessary to conform with the existing number of sublots in the subdivision; and

WHEREAS, Section 22 on page 7 of the Declaration of Covenants and Restrictions provides:

"22. MODIFICATIONS BY H. R. KOPF. Until December 31, 1982, H. R. KOPF, his employees, agents, successors, heirs or assigns, shall be entitled to modify any of the provisions, either generally or with respect to particular property, if in his judgment the development or lack of development of THE LANDINGS SUBDIVISION requires such modification or waiver, or if in his judgment the purposes of the general plan of development will be better served by such modification or waiver, . . ."

NOW, THEREFORE, said documents are hereby modified, in general, to provide that wherever the number "114" appears, whether referring to the number of sublots, votes or percentage interest or obligation, the same shall be deleted and the number "108" shall be substituted in its place. In addition, the following specific modifications are hereby made:

DECLARATION OF COVENANTS AND RESTRICTIONS: The second last sentence of Section 20 of the Declaration of Covenants and Restrictions is hereby modified to read as follows:

"Each subplot owner shall be responsible for the payment of rental due under such Lease in an amount not to exceed 1/108 of the total rental due."

BY-LAWS: The last sentence of Section 3 of Article I of the By-Laws is hereby modified to read as follows:

"The total number of votes of all voting Members shall be one hundred eight (108), and each Homeowner or group of Homeowners shall be entitled to one (1) vote."

Section 6 of Article V of the By-Laws is hereby modified to read as follows:

"Section 6. Status of Funds Collected by Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein and in the attached Lease, and (except for such special assessments as may be levied hereunder against less than all of the Sublot 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 Sublot owners in proportion to each Sublot Owner's 1/108th percentage obligation in the Association, as provided in the Declaration and in the attached Lease."

LEASE: The first sentence of Section 2 of the Lease is hereby modified to read as follows:

"2. LEASE CONSIDERATION. Lessee shall pay and does hereby agree to pay to Lessor, at 32730 Walker Road, H-1, Avon Lake, Ohio 44012, or at such other place as Lessor may designate from time to time, in writing, a lease payment for the use of the described premises as follows: Annual rental shall be Twelve Thousand Nine Hundred Sixty Dollars (\$12,960.00) for one hundred eight (108) sublots, payable in monthly installments of One Thousand Eighty Dollars (\$1,080.00) each, which shall be payable on or before the first day of each month in each year during the term hereof, the first payment to become due on the date Lessor informs Lessee that the Leased Premises are ready for use."

In all other respects, the Declaration of Covenants and Restrictions, By-Laws and Lease are hereby ratified and confirmed.

IN WITNESS WHEREOF, H. R. Kopf has executed this Modification, this 24th day of October, 1980.

Signed and acknowledged
in the presence of:

Patricia A. Balas
Patricia A. Balas

H. R. Kopf
H. R. Kopf

STATE OF OHIO)
) SS:
COUNTY OF LORAIN)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named H. R. KOPF, who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at Avon Lake, Ohio, this 24th day of October, 1980.

Patricia A. Balas

**PATRICIA A. BALAS, Notary Public
For The State of Ohio-Lorain County
My Commission Expires 5/26/82**

This Instrument Prepared By:
John H. Parker, Attorney
31300 Lake Road
Bay Village, Ohio 44140

DOROTHY L. ESSE
LORAIN COUNTY
RECORDER

OCT 28 9 24 AM '80

REC'D FOR RECORD
LORAIN COUNTY
Doc VOL 1270 PAGE 445

3 ml e

Accom. filing
Box: Lorain County Title

FILM ROLL NO. 2034

- 3 - VOL 1270 PAGE 447

*7.50
w*

THE LANDINGS
AVON LAKE, OHIO

BY-LAWS
OF
THE LANDINGS DETACHED SINGLE-FAMILY
RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC.

This Instrument Prepared By:

John H. Parker, Attorney
31300 Lake Road
Bay Village, Ohio 44140
871-4004

FIRST AMENDMENT TO
THE BY-LAWS OF THE LANDINGS
DETACHED SINGLE-FAMILY RESIDENTIAL
HOMEOWNERS' ASSOCIATION, INC.

WHEREAS, the Declaration of Covenants and Restrictions of The Landings Detached Single-Family Residential Homeowners' Association ("Declaration") was recorded on September 14, 1977, in Volume 1186, Page 793, et. seq. of Lorain County Records, and

WHEREAS, The Landings Detached Single-Family Residential Homeowners' Association, Inc. ("Association") is an Ohio corporation consisting of all members/owners in The Landings and as such is the representative of all such members/owners, and

WHEREAS, Section 20 of the Declaration provides that all assessments for rental and other expenses due the Association shall be determined in accordance with the By-Laws of the Association, and

WHEREAS, the By-Laws do not specify how the members/owners of the Association may amend the By-Laws, but Ohio Revised Code Section 1702.11(B) provides that in the absence of provisions in the articles or the regulations with respect to the method of changing the regulations, the regulations may be amended, or new regulations may be adopted, by the voting members at a meeting held for such purpose, by the affirmative vote of a majority of the voting members present, if a quorum is present.

WHEREAS, a meeting of the voting members/owners of the Association was held for the purpose of amending the By-Laws, a quorum was present, and in excess of 50% of the voting members/owners affirmatively voted to amend the By-Laws, and

WHEREAS, the proceedings necessary to amend the By-Laws of The Landings Detached Single-Family Residential Homeowners' Association have in all respects been complied with.

NOW THEREFORE, the By-Laws of The Landings Detached Single-Family Residential Homeowners' Association is hereby amended by the following:

Substitution of Section 3 of Article V of By-Laws. Said new Section 3 of Article V is to replace the present Section 3 of Article V on pages 8 and 9 of the By-Laws as recorded in Volume 1186, Page 813 and 814 in Lorain County Records, as follows:

“Section 3. Due Dates of Assessments: Defaults. The due date of the annual assessment shall be June 1st of each year. The due date of the annual assessment shall be set by the Members in the By-Laws of the Association. The due date of any special assessment or installment shall be fixed in the resolution of the Members authorizing such assessment, and written notice of such special assessment or installment thereof shall be given to each Sublot owner subject thereto at least sixty (60) days in advance of such due date.

If an annual or special assessment, or installment of such assessment, is paid late, a late charge of \$25.00 per month shall be incurred and owed for each late payment and on any unpaid balance. Any annual or special assessment, or installment of such assessment, shall be due on the first (1st) day of a specified month, and any such assessment or installment of such assessment paid after the tenth (10th) day of such specified month shall be considered late and shall be subject to the administrative charge prescribed in the preceding sentence. Any costs, including, but not limited to, attorney fees, recording costs, title reports and/or court costs incurred by the Association on the collection of delinquent assessments shall be added to the amount owed by the delinquent Sublot owner.

Furthermore, if an annual or special assessment, or installment of such assessment, is not paid within thirty (30) days after the due date, the Association may bring an action at law against the Sublot owner responsible for the payment of such assessment, and (additionally or alternatively) may foreclose the lien against the Sublot. In the event a judgment is obtained, such judgment shall include ten percent (10%) per annum interest on the assessment or installment of such assessment from the date a Complaint is filed with a court of law, together with the costs of the court action, including attorney fees. The Association may file in the office of the Lorain 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 Sublot and against the owner of such Sublot.”

IN WITNESS WHEREOF, The Landings Detached Single-Family Residential Homeowners' Association, Inc. has caused the execution of this instrument this 29th day of January, 2001.

THE LANDINGS DETACHED
SINGLE-FAMILY RESIDENTIAL
HOMEOWNERS' ASSOCIATION, INC.

Signed in the presence of (as to both):

Samuel D. Vandorff
Witness:

By: Chuck Heindrichs
Chuck Heindrichs, its President

Samuel D. Vandorff
Witness:

By: Thomas M. Prudhoe
Thomas M. Prudhoe, its Secretary

STATE OF OHIO)
) ss.
COUNTY OF LORAIN)

BEFORE ME, a Notary Public in and for said County, personally appeared Chuck Heindrichs, President, and Thomas M. Prudhoe, Secretary, of The Landings Detached Single-Family Residential Homeowners' Association, Inc., an Ohio non-profit corporation, who acknowledge 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 WITNESS WHEREOF, I have hereunto set my hand and official seal at Avon Lake, Ohio, this 29th day of January, 2001.

This instrument prepared by:
Jay C. Marcie, Esq.
Marcie & Hom LLP
32730 Walker Road, Suite I-6
Avon Lake, Ohio 44012
(440) 933-5442

Jay C. Marcie
Notary Public
JAY C. MARCIE
Attorney At Law
Notary Public, State of Ohio
Lifetime Commission

I N D E X

<u>ARTICLE</u>	<u>Page No.</u>
I. THE ASSOCIATION	1
1. Name and Nature of Association	1
2. Membership	1
3. Voting Rights	1
4. Proxies	1
5. Meetings of Members	2
(a) Annual Meeting	2
(b) Special Meetings	2
(c) Notices of Meetings	2
(d) Quorum; Adjournment	3
6. Order of Business	3
II. BOARD OF MANAGERS	3
1. Number and Qualification	3
2. Election of Managers; Vacancies	4
3. Term of Office; Resignation	4
4. Organization Meeting	4
5. Regular Meetings	4
6. Special Meetings	4
7. Quorum; Adjournment	5
8. Removal of Managers	5
9. Fidelity Bonds	5
III. OFFICERS	5
1. Election and Designation of Officers	5
2. Term of Office; Vacancies	5
3. President	6
4. Vice President	6
5. Secretary	6
6. Treasurer	6
7. Other Officers	6
8. Delegation of Authority and Duties	6
IV. GENERAL POWERS OF THE ASSOCIATION	7
1. Payments from Rental Funds	7
2. Rules and Regulations	7
3. No Active Business to be Conducted for Profit	7
4. Delegation of Duties	7
5. Applicable Laws	8

I N D E X

(Continued)

<u>ARTICLE</u>	<u>Page No.</u>
V. MEMBERSHIP FEE AND ANNUAL ASSESSMENT	8
1. Membership Fee and Annual Assessment	8
2. Special Assessments	8
3. Due Dates of Assessments: Defaults	8
4. Statement of Unpaid Assessments or Charges	9
5. Books and Records of Association	9
6. Status of Funds Collected by Association	9
7. Assessments Prior to Organization of Association	10
8. Annual Audit	10
VI. GENERAL PROVISIONS	10
1. Rights Pending Sale of Fifty-One Percent of Sublots	10
2. Service of Notices on The Board of Managers	10
3. Service of Notices on Devisees and Personal Representatives	10
4. Non-Waiver of Covenants	10
5. Agreements Binding	11
6. Notices of Mortgages	11
7. Severability	11
8. Perpetuities and Restraints on Alienation	11

BY-LAWS
OF
THE LANDINGS DETACHED SINGLE-FAMILY
RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC.

The within By-Laws are executed and attached to the Declaration of Covenants and Restrictions of THE LANDINGS DETACHED SINGLE-FAMILY RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC. pursuant to Chapter 1702, Ohio Revised Code. Their purpose is to provide for the establishment of a Homeowners' Association for the government of the Subdivision property in the manner provided by the Declaration and by these By-Laws. All present or future Homeowners or tenants or their employees, or any other person who might use the facilities of the leased areas in any manner shall be subject to the covenants, provisions or regulations hereafter adopted by the Board of Managers of the Association. The mere acquisition or rental of any of the Sublots located within the Subdivision described in the Declaration, or the mere act of occupancy of any of the residences on said Sublots will constitute acceptance and ratification of the Declaration and of these By-Laws.

ARTICLE I

THE ASSOCIATION

Section 1. Name and Nature of Association. The Association shall be an Ohio corporation not for profit and shall be called THE LANDINGS DETACHED SINGLE-FAMILY RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC.

Section 2. Membership. Each Homeowner, upon acquisition of title to a Residential Sublot, shall automatically become a Member of the Association. Such membership shall terminate upon the sale or other disposition by such Member of his Sublot ownership, at which time the new owner of such Sublot shall automatically become a Member of the Association.

Section 3. Voting Rights. There shall be one voting Member for each Sublot ownership. Such voting Member may be the owner or the group composed of all the owners of a Sublot membership. The total number of votes of all voting Members shall be one hundred fourteen (114), and each Homeowner or group of Homeowners shall be entitled to one (1) vote.

Section 4. Proxies. Members may vote or act in person or by proxy. The person appointed as proxy need not be a Member of the Association. Designation by a Member or Members of a proxy to vote

or act on his or their behalf shall be made in writing to the Board of Managers of the Association and shall be revocable at any time by actual notice to the Board of Managers by the Member or Members making such designation. Notice to the Board of Managers 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.

Section 5. Meetings of Members.

(a) Annual Meeting. The annual meeting of Members of the Association for the election of members of the Board of Managers, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before such meeting shall be held at the office of the Association, or at such other place upon the Subdivision property as may be designated by the Board of Managers and specified in the notice of such meeting, at 8:00 P.M., or at such other time as may be designated by the Board of Managers and specified in the notice of the meeting. The first annual meeting of Members of the Association shall be held when at least fifty-one percent (51%) of the Sublots are sold, or on May 1, 1978, whichever shall first occur. Thereafter, the annual meeting of Members of the Association shall be held on the first day of September in each succeeding year thereafter, if not a legal holiday, and if a legal holiday, then on the next succeeding business day.

(b) Special Meetings. Special meetings of the Members of the Association may be held on any business day when called by the President of the Association or by the Board of Managers of the Association or by Members entitled to exercise at least twenty-five percent (25%) of the voting power of the Association. Upon request in writing delivered either in person or by certified mail to the President or the Secretary of the Association by any persons entitled to call a meeting of Members, such officer shall forthwith cause to be given to the Members entitled thereto notice of a meeting to be held on a date not less than seven (7) nor more than sixty (60) days after the receipt of such request, as such officer may fix. If such notice is not given within thirty (30) days after the delivery or mailing of such request, the persons calling the meeting may fix the time of the meeting and give notice thereof. Each special meeting shall be called to convene at 8:00 P.M. and shall be held at the office of the Association or at such other place upon the Subdivision property as shall be specified in the notice of meeting.

(c) 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 or by mail to each Member

of the Association who is an owner of a Sublot of record as of the day next preceding the day on which notice is given. If 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, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting.

(d) 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 entitled to exercise a majority of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting; provided, however, that no action required by law, by the Declaration, or by these By-Laws to be authorized or taken by a designated percentage of the voting power of the Association may be authorized or taken by a lesser percentage; and provided, further, that the Members of the Association entitled to exercise a majority of the voting power represented at a meeting of members, 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.

Section 6. Order of Business. The order of business at all meetings of Members of the Association shall be as follows:

- (a) Calling of meeting to order;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Election of Managers;
- (h) Unfinished and/or old business;
- (i) New business; and
- (j) Adjournment.

ARTICLE II

BOARD OF MANAGERS

Section 1. Number and Qualification. The Board of Managers shall consist of five persons, except as otherwise provided, all of whom must be owners and occupiers of a Sublot.

Section 2. Election of Managers; Vacancies. The Managers shall be elected at each annual meeting of Members of the Association or at a special meeting called for the purpose of electing Managers. At a meeting of Members of the Association at which Managers are to be elected, only persons nominated as candidates shall be eligible for election as Managers, and the candidates receiving the greatest number of votes shall be elected. In the event of the occurrence of any vacancy or vacancies in the Board of Managers, however caused, the remaining Managers, though less than a majority of the whole authorized number of Managers, may, by the vote of a majority of their number, fill any such vacancy for the unexpired term.

Section 3. Term of Office; Resignations. Each Manager shall hold office until the next annual meeting of the Members of the Association and until his successor is elected, or until his earlier resignation, removal from office or death. Any Manager may resign at any time by oral statement to that effect made at a meeting of the Board of Managers, or in a writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the Manager may specify. Members of the Board of Managers shall serve without compensation. At the first annual meeting of the Members of the Association, the term of office of three Managers shall be fixed so that such term will expire one (1) year from and after the date of the next following annual meeting of Members of the Association. The term of office of the remaining two (2) Managers shall be fixed so that such term will expire at the date of the next following annual meeting of Members of the Association. At the expiration of such initial term of office of each respective Manager, his successor shall be elected to serve for a term of two (2) years.

Section 4. Organization Meeting. Immediately after each annual meeting of Members of the Association, the newly elected Managers and those Managers 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 5. Regular Meetings. Regular meetings of the Board of Managers may be held at such times and places as shall be determined by a majority of the Managers, but at least four (4) such meetings shall be held during each fiscal year.

Section 6. Special Meetings. Special meetings of the Board of Managers may be held at any time upon call by the President or any two Managers. Written notice of the time and place of each such meeting shall be given to each Manager either by personal delivery or by mail, telegram or telephone at least two days before the meeting, which notice need not specify the purposes of the meeting; provided, however, that attendance of any Manager at any such meeting without protesting, prior to or at the commencement of the meeting, 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, before or after the holding of such meeting, by any Manager, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organization, regular or special meeting.

Section 7. Quorum; Adjournment. A quorum of the Board of Managers shall consist of a majority of the Managers then in office; provided that a majority of the Managers 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 Managers at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these By-Laws.

Section 8. Removal of Managers. 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 Managers 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 Manager or Managers so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any Manager whose removal has been proposed by the Members of the Association shall be given an opportunity to be heard at such meeting.

Section 9. Fidelity Bonds. The Board of Managers 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 out of reserve funds as provided by Article V hereof.

ARTICLE III

OFFICERS

Section 1. Election and Designation of Officers. The Board of Managers shall elect a President, a Vice President, a Secretary and a Treasurer, each of whom shall be a member of the Board of Managers. The Board of Managers may also appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary who are not members of the Board of Managers but who are Members of the Association.

Section 2. Term of Office; Vacancies. The officers of the Association shall hold office until the next organization meeting of the Board of Managers and until their successors are elected, except

in case of resignation, removal from office or death. The Board of Managers may remove any officer at any time with or without cause by a majority vote of the Managers then in office. Any vacancy in any office may be filled by the Board of Managers.

Section 3. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of Members of the Association and shall preside at all meetings of the Board of Managers. Subject to directions of the Board of Managers, the President shall have general executive supervision over the business and affairs of the Association. He may execute all authorized deeds, contracts and other obligations of the Association, and shall have such other authority and shall perform such other duties as may be determined by the Board of Managers or otherwise provided for in the Declaration or in these By-Laws.

Section 4. Vice President. The Vice President shall perform the duties of the President whenever the President is unable to act, and shall have such other authority and perform such other duties as may be determined by the Board of Managers.

Section 5. Secretary. The Secretary shall keep the minutes of meetings of the Members of the Association and of the Board of Managers. He shall keep such books as may be required by the Board of Managers, shall give notices of meetings of Members of the Association and of the Board of Managers required by law, or by these By-Laws or otherwise, and shall have such authority and shall perform such other duties as may be determined by the Board of Managers.

Section 6. Treasurer. The Treasurer shall receive and have in charge all money, bills, notes and similar property belonging to the Association, and shall do with the same as may be directed by the Board of Managers. He shall keep accurate financial accounts and hold the same open for the inspection and examination of the Managers, and shall have such authority and shall perform such other duties as may be determined by the Board of Managers.

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

Section 8. Delegation of Authority and Duties. The Board of Managers is authorized to delegate the authority and duties of any officer to any other officer, and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

ARTICLE IV

GENERAL POWERS OF THE ASSOCIATION

Section 1. Payments from Rental Funds. The Association shall collect and pay on behalf of all Sublot owners such amounts as may be due by the Association to H. R. Kopf as Lessor under a certain Lease entered into between H. R. Kopf and THE LANDINGS DETACHED SINGLE-FAMILY RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC. dated September 1, 1977, as attached hereto and marked Exhibit "A", for the purpose of the use and enjoyment of certain leased areas consisting of The Landings Recreation, Common Street, and Park Areas. The Association shall pay such other costs and expenses as may be necessary in the determination of the Board of Managers to be in the best interests of the Association. Upon delivery of a deed, each Residential Sublot owner shall, by such acquisition of title to his Sublot, receive a Membership Certificate in The Landings Detached Single-Family Residential Homeowners' Association, Inc., entitling such Sublot owner, as sublessee, to the enjoyment and use of such leased property. Title to such Certificate shall pass with the transfer of title to each Residential Sublot, and shall otherwise be non-transferrable and non-assignable. No owner of a Sublot may exempt himself from his share of the liability due under the above Lease.

Section 2. Rules and Regulations. The Association, by vote of the Members entitled to exercise a majority of the voting power of the Association, may adopt such reasonable rules and regulations and from time to time amend the same, supplementing the rules and regulations set forth in the Declaration and these By-Laws, as it may deem advisable for the maintenance, conservation and beautification of the Subdivision property, and for the health, comfort, safety and general welfare of the owners and occupants of the Subdivision, not inconsistent with the rules and regulations adopted by THE LANDINGS CONDOMINIUM ASSOCIATIONS NOS. 1 through 6, INC. and THE LANDINGS ASSOCIATION, INC. Written notice of such rules and regulations shall be given to all Sublot owners, and the Subdivision property 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 rules and regulations 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 Sublot 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 Managers and officers, from delegating to persons, firms or corporations of its choice, including any manager or managing agent, such

duties and responsibilities of the Association as the Managers 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 Ohio Revised Code Sections 1702.01 to 1702.90, inclusive. In the event of any conflict or inconsistency between the provisions of the Declaration and the Articles or By-Laws of the Association, the terms and provisions of the Declaration shall prevail, and the Residential Sublot owners and all persons claiming under them covenant to vote in favor of such amendments in the Articles or By-Laws as will remove such conflicts or inconsistencies.

ARTICLE V

MEMBERSHIP FEE AND ANNUAL ASSESSMENT

Section 1. Membership Fee and Annual Assessment. The annual membership fee and assessment shall be levied annually by the Board of Managers/Trustees prior to the date of the annual meeting of the Members, in such amount as in their discretion shall be reasonably necessary to meet expenses anticipated during the ensuing year and to accumulate reasonable reserves for anticipated future operating, rental and capital expenditures. At the annual meeting of the Members the amount of the annual assessment as levied by the Board of Managers/Trustees may be increased or decreased by the affirmative vote of Members entitled to exercise a majority of the voting power of the Association.

Section 2. Special Assessments. Special assessments may be levied by the Association from time to time at a meeting of the Members by the affirmative vote of Members entitled to exercise a majority of the voting power of the Association and, if there be more than one class of membership, then by the affirmative vote of Members entitled to exercise a majority of the voting power of each class of membership, provided that written notice shall be given to each Member at least thirty (30) days in advance of the date of such meeting stating that a special assessment will be considered at and discussed at such meeting. Special assessments may, if so stated in the Resolution authorizing such assessment, be payable in installments over a period of years.

Section 3. Due Dates of Assessments: Defaults. The due date of the annual assessment shall be January 1 in each year. The due date of any special assessment or installment thereof shall be fixed in the Resolution of the Members authorizing such assessment, and written notice of such special assessment or installment thereof shall be given to each Sublot owner subject thereto at least sixty (60) days in advance of such due date.

If an annual or special assessment, or installment of a special assessment, is not paid within thirty (30) days after the due date, such delinquent assessment or installment shall bear interest from the due date at the rate of eight percent (8%) per annum, and the Association may, after such thirty (30) day period, bring an action at law against the Sublot owner responsible for the payment of such assessment, and (additionally or alternatively) may foreclose the lien against the property, and in the event a judgment is obtained, such judgment shall include interest on the assessment or installment amount as above provided, together with the costs of the action. 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 Sublot and against the owner of such Sublot.

Section 4. Statement of Unpaid Assessments or Charges. Any prospective grantee or mortgagee of a fee or undivided fee interest in a Sublot in THE LANDINGS DETACHED SINGLE-FAMILY RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC. may rely upon a written statement from the President, Vice President or Treasurer of the Association setting forth the amount of unpaid assessments or charges with respect to such fee or undivided fee interest. In the case of a sale of any such interest, no grantee shall be liable for, nor shall the interest purchased be subject to a lien for, any unpaid assessments which became due prior to the date of such statement and which are not set forth in such statement; nor shall the membership privileges of such grantee (or his household or guests) be suspended by reason of any such unpaid assessment. In the case of the creation of any mortgage, any lien of the Association for unpaid assessments which became due prior to the date of such statement and which are not set forth in such statement shall be subordinate to such mortgage.

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 Sublot owner or any representative of a Sublot owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Sublot owner. Upon ten (10) days' notice to the Board of Managers, any Sublot 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 Sublot 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 in the attached Lease, and (except for such special assessments as may be levied hereunder against less than all of the Sublot 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 Sublot owners in proportion to each Sublot Owner's 1/114th percentage obligation in the Association, as provided in the Declaration and in the attached Lease.

Section 7. Assessments Prior to Organization of Association. Until such time as the Association is organized, each Sublot owner shall pay an amount equivalent to the first year's dues in THE LANDINGS DETACHED SINGLE-FAMILY RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC. (excluding those Sublots owned by H. R. Kopf), and such sums shall be deposited with a bank or savings and loan association in Lorain County, Ohio, for the account of and for the benefit of the Association. After the Association has been organized, H. R. Kopf shall continue to pay his proportionate share of the dues and assessments to the Association for each Sublot the title to which is vested in H. R. Kopf.

Section 8. Annual Audit. The books of the Association shall be audited once a year by the Board of Managers, and such audit shall be completed prior to each annual meeting. If requested by two members of the Board of Managers, such audit shall be made by a certified public accountant. In addition, and at any time requested by the owners of ten (10) or more Sublots, including H. R. Kopf, the Board of Managers shall cause an additional audit to be made.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Rights Pending Sale of Fifty-One Percent of Sublots. Until such time as the Association is formed, and until such time thereafter as H. R. Kopf shall have consummated the sale of fifty-one percent (51%) of all Sublots, or on September 1, 1978, whichever time shall first occur, the powers, rights, duties and functions of the Association and its Board of Managers shall be exercised by five (5) persons who shall be selected by H. R. Kopf.

Section 2. Service of Notices on The Board of Managers. Notices required to be given to the Board of Managers or to the Association may be delivered to any member of the Board of Managers or officer of the Association either personally or by mail addressed to such member or officer at 445 Avon Belden Road, Avon Lake, Ohio 44012.

Section 3. Service of Notices on Devisees and Personal Representatives. Notices required to be given any devisee or personal representative of a deceased Sublot 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 Sublot owner is being administered.

Section 4. Non-waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 5. 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 Sublot owners, their successors and assigns.

Section 6. Notices of Mortgages. Any Sublot owner who mortgages his Sublot shall notify the Association in such manner as the Association may direct of the name and address of his mortgagee, and thereafter shall notify the Association of the payment, cancellation or other alteration in the status of such mortgage. The Association shall maintain such information in a book entitled "Mortgages of Sublots".

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

Section 8. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by these By-Laws shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common-law rules imposing time limits, then such provision shall continue only until twenty-one years after the death of the survivor of the now living descendants of John Glenn, United States Senator from Ohio, and Jimmy Carter, President of the United States.

IN WITNESS WHEREOF, THE LANDINGS DETACHED SINGLE-FAMILY RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC., acting by and through its duly elected officers, has executed these By-Laws this 14th day of September, 1977.

In the presence of:

Sharon L. Dull
Patricia A. Turner

THE LANDINGS DETACHED SINGLE-FAMILY RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC.

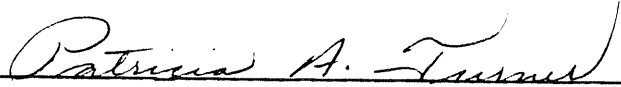
By Herman R. Kopf
Herman R. Kopf, President

And James A. Judge
James A. Judge, Secretary

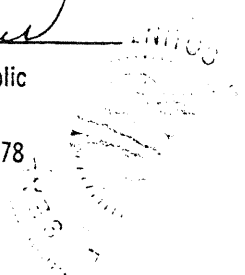
STATE OF OHIO)
) SS:
COUNTY OF LORAIN)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Herman R. Kopf, President, and James J. Judge, Secretary, of THE LANDINGS DETACHED SINGLE-FAMILY RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC., a corporation, who represented that they did sign the foregoing instrument and that the same is their free act and deed as such officers and the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at AVON LAKE, Ohio, this 14th day of September, 1977.



PATRICIA A. TURNER, Notary Public
Lorain County, Ohio
My Commission Expires Aug. 20, 1978



This Instrument Prepared By:

John H. Parker, Attorney
31300 Lake Road
Bay Village, Ohio 44140

Box: Lorain County
Title Co

ef

LEGAL DESCRIPTION
THE LANDINGS SINGLE-FAMILY SUBDIVISION
AND RIGHT-OF-WAY ONLY

Situated in the City of Avon Lake, County of Lorain, State of Ohio and being known as part of Original Avon Township Section 18 and bounded and described as follows:

Beginning at an iron pin found in the intersection of the northerly line of Walker Road, 93 feet wide, and the easterly right-of-way line of Avon Belden Road, 70 feet wide; said point also being the southwesterly corner of land conveyed to North Central Ohio Convenient Food Mart, Inc., as recorded in Volume 943, Page 719 of the Lorain County Record of Deeds;

Thence North $89^{\circ} 50' 23''$ East along the northerly right-of-way line of Walker Road, a distance of 599.70 feet to the principal place of beginning;

Thence North $0^{\circ} 09' 37''$ West, a distance of 345.00 feet to a point;

Thence North $89^{\circ} 50' 23''$ East, a distance of 275.00 feet to a point; of curvature;

Thence in the arc of a curve which deflects to the left, a distance of 39.27 feet to a point; said curve having a radius of 25.00 feet, a central angle of 90° , and a chord of 35.36 feet which bears North $44^{\circ} 50' 23''$ East;

Thence North $0^{\circ} 09' 37''$ West, a distance of 417.31 feet to a point of curvature;

Thence in the arc of a curve which deflects to the left, a distance of 111.15 feet to a point; said curve having a radius of 181.95 feet, a central angle of 35° , and a chord of 109.43 feet which bears North $17^{\circ} 39' 37''$ West;

Thence North $35^{\circ} 09' 37''$ West, a distance of 110.00 feet to a point of curvature;

Thence in the arc of a curve which deflects to the right, a distance of 193.74 feet to a point; said curve having a radius of 317.11 feet, a central angle of $35^{\circ} 00' 20''$, and a chord of 190.74 feet which bears North $17^{\circ} 39' 27''$ West;

Thence North $0^{\circ} 09' 17''$ West, a distance of 60.00 feet to a point in the southeasterly corner of Sublot 200 of Avon Center Estates Subdivision No. 1 as recorded in Plat Volume 12, Page 19 of the Lorain County Plat Records;

Thence North $89^{\circ} 29' 28''$ East along the southerly line of Avon Center Estates Subdivision No. 1, a distance of 860.47 feet to a point in the southeasterly corner of Sublot 184 of the aforementioned Avon Center Estates Subdivision No. 1;

Thence South $0^{\circ} 30' 32''$ East, a distance of 62.07 feet to a point;

Thence South $46^{\circ} 44' 23''$ West, a distance of 109.81 feet to a point on a curve;

Thence in the arc of a curve which deflects to the right, a distance of 30.47 feet to a point; said curve having a radius of 50.00 feet, a central angle of $34^{\circ} 54' 55''$, and a chord of 30.00 feet which bears South $43^{\circ} 15' 37''$ East;

Thence North $46^{\circ} 44' 23''$ East, a distance of 70.94 feet to a point;

Thence North $89^{\circ} 29' 28''$ East, a distance of 100.00 feet to a point;

Thence South $0^{\circ} 30' 32''$ East, a distance of 153.48 feet to a point;

Thence South $34^{\circ} 11' 51''$ West, a distance of 133.87 feet to a point;

Thence South $14^{\circ} 28' 20''$ East, a distance of 138.03 feet to a point;

Thence South $75^{\circ} 21' 44''$ West, a distance of 135.00 feet to a point on a curve;

Thence in the arc of a curve which deflects to the right, a distance of 25.27 feet to a point; said curve having a radius of 50.00 feet, a central angle of $28^{\circ} 57' 18''$, and a chord of 25.00 feet which bears South $0^{\circ} 09' 37''$ East;

Thence South $75^{\circ} 40' 58''$ East, a distance of 135.00 feet to a point;

Thence South $29^{\circ} 48' 33''$ West, a distance of 154.39 feet to a point;

Thence South $0^{\circ} 09' 37''$ East, a distance of 148.61 feet to a point on a curve;

Thence in the arc of a curve which deflects to the right, a distance of 60.85 feet to a point; said curve having a radius of 250.00 feet, a central angle of $13^{\circ} 56' 43''$, and a chord of 60.70 feet which bears North $76^{\circ} 48' 45''$ East;

Thence North $69^{\circ} 50' 23''$ East, a distance of 121.85 feet to a point of curvature;

Thence in the arc of a curve which deflects to the right, a distance of 106.32 feet to a point; said curve having a radius of 310.00 feet, a central angle of $19^{\circ} 39' 05''$, and a chord of 105.80 feet which bears North $79^{\circ} 39' 55''$ East;

Thence North $89^{\circ} 29' 28''$ East, a distance of 7.83 feet to a point;
 Thence North $0^{\circ} 30' 32''$ West, a distance of 138.00 feet to a point;
 Thence South $89^{\circ} 29' 28''$ West, a distance of 23.77 feet to a point;
 Thence North $0^{\circ} 30' 32''$ West, a distance of 136.00 feet to a point;
 Thence North $77^{\circ} 57' 15''$ East, a distance of 110.00 feet to a point
 on a curve;

Thence in the arc of a curve which deflects to the right, a distance of 20.14 feet to a point; said curve having a radius of 50.00 feet, a central angle of $23^{\circ} 04' 26''$, and a chord of 20.00 feet which bears North $0^{\circ} 30' 32''$ West;

Thence North $78^{\circ} 58' 19''$ West, a distance of 110.00 feet to a point;
 Thence North $0^{\circ} 30' 32''$ West, a distance of 136.00 feet to a point;
 Thence North $89^{\circ} 29' 28''$ East, a distance of 109.00 feet to a point;
 Thence North $0^{\circ} 30' 32''$ West, a distance of 136.00 feet to a point;
 Thence North $77^{\circ} 57' 15''$ East, a distance of 110.00 feet to a point
 on a curve;

Thence in the arc of a curve which deflects to the right, a distance of 20.14 feet to a point; said curve having a radius of 50.00 feet, a central angle of $23^{\circ} 04' 26''$, and a chord of 20.00 feet which bears North $0^{\circ} 30' 32''$ West;

Thence North $78^{\circ} 58' 19''$ West, a distance of 110.00 feet to a point;
 Thence North $0^{\circ} 30' 32''$ West, a distance of 136.00 feet to a point
 on the southerly line of the aforementioned Avon Center Estates Subdivision
 No. 1;

Thence North $89^{\circ} 29' 28''$ East along the southerly line of Avon Center Estates Subdivision No. 1, a distance of 1000.68 feet to a point on the easterly line of Section 18; said point also being on the westerly line of lands now or formerly owned by Vincent P. and A. LaForgia, as recorded in Volume 571, Page 576 of the Lorain County Deed Records;

Thence South $0^{\circ} 08' 37''$ East along the easterly line of Section 18, a distance of 1002.10 feet to a point at the northeasterly corner of land conveyed to the City of Avon Lake as recorded in Volume 1089, Page 277 of the Lorain County Deed Records;

Thence South $89^{\circ} 50' 23''$ West along the northerly line of the City of Avon Lake's Parcel, a distance of 1065.57 feet to a point;

Thence North $0^{\circ} 30' 32''$ West, a distance of 125.59 feet to a point;

Thence South $89^{\circ} 50' 23''$ West, a distance of 24.70 feet to a point of curvature;

Thence in the arc of a curve which deflects to the left, a distance of 85.74 feet to a point; said curve having a radius of 250.00 feet, a central angle of $19^{\circ} 39' 05''$, and a chord of 85.32 feet which bears South $79^{\circ} 39' 55''$ West;

Thence South $69^{\circ} 50' 23''$ West, a distance of 116.74 feet to a point of curvature;

Thence in the arc of a curve which deflects to the left, a distance of 30.54 feet to a point; said curve having a radius of 25.00 feet, a central angle of 70° , and a chord of 28.68 feet which bears South $34^{\circ} 50' 23''$ West;

Thence South $0^{\circ} 09' 37''$ West, a distance of 281.94 feet to a point on the northerly right-of-way line of Walker Road;

Thence North $89^{\circ} 50' 23''$ East along the northerly line of Walker Road, a distance of 80.00 feet to a point;

Thence North $12^{\circ} 22' 08''$ East, a distance of 153.66 feet to a point;

Thence North $89^{\circ} 50' 23''$ East, a distance of 961.67 feet to a point;

Thence North $0^{\circ} 09' 37''$ West, a distance of 35.01 feet to a point on the southerly line of the aforementioned City of Avon Lake Parcel;

Thence North $89^{\circ} 50' 23''$ East along the southerly line of the City of Avon Lake Parcel, a distance of 106.34 feet to a point;

Thence South $45^{\circ} 08' 47''$ East along the southwesterly side of City of Avon Lake Parcel, a distance of 99.73 feet to a point;

Thence South $0^{\circ} 07' 57''$ East along the westerly line of the City of Avon Lake Parcel, a distance of 114.47 feet to a point on the northerly right-of-way line of Walker Road;

Thence South $89^{\circ} 50' 23''$ West, a distance of 2301.79 feet to the principal place of beginning;

Containing within said bounds 52.487 acres to be the same more or less, but subject to all legal highways and easements of record.

