

AMENDMENT NO. 1
TO
DECLARATION OF
EASEMENTS, COVENANTS AND RESTRICTIONS
FOR
CRYSTAL CREEK SUBDIVISION AND
ITS EXHIBITS E AND F

KNOW ALL MEN BY THESE PRESENTS, that the undersigned CRYSTAL CREEK ESTATES, LLP, PARTNERSHIP (“**Declarant**”), owner of Sublots 9, 10 and 11 in the Crystal Creek Subdivision located in North Royalton, Ohio, southeast of the intersection of West Sprague Road and West 130th Street, makes the following amendments to the Declaration of Easements, Covenants and Restrictions for Crystal Creek Subdivision (“**Declaration**”), which was filed for record June 5, 2003 with the Cuyahoga County Recorder as its Instrument Number 200306050546, pursuant to the authority granted it in Paragraph 13(b).

1. Definitions.

(a) The words “Crystal Creek Homeowners Association” are hereby replaced with the words “Crystal Creek Homeowners Association of North Royalton” wherever and whenever they appear in the Declaration, Exhibit E of the Declaration [Articles of Incorporation], and Exhibit F of the Declaration [Bylaws].

(b) The word “Association,” wherever and whenever it appears herein, in the Declaration, in Exhibit E to the Declaration, and in Exhibit F to the Declaration, shall mean Crystal Creek Homeowners Association of North Royalton.

(c) The word “Trustees” are hereby replaced with the word Directors wherever and whenever it appears in the Declaration, Exhibit E, and Exhibit F of the Declaration.

(d) The word “Board” shall mean “Board of Directors” whenever and wherever it appears in the Declaration, Exhibit E, and Exhibit F of the Declaration.

2. Voting Rights.

Paragraph 8(b) in the Declaration is deleted in its entirety and replaced with the following:

(b) One Vote for Each Sublot Owned. Each Member shall be entitled to one vote for each Sublot owned. When more than one person holds an interest as an Owner in a Sublot, all such persons shall be Members, but there shall be only one vote for the Sublot. The vote for such Sublot shall be exercised as the Owners thereof determine. If one or more of several Owners of a Sublot appear at a meeting by proxy or otherwise such Owner or Owners that appear may exercise the vote of the Sublot. If two or more persons own an undivided ownership interest in a Sublot, and are unable to agree on how their vote for the Sublot shall be made, each Owner present, in person or by proxy, shall be entitled to exercise that fraction of one vote equal to the Owner's fraction of ownership interest in the Sublot. Persons holding ownership by joint and survivorship shall be considered to have an interest of one over the number of joint and survivorship interests.

3. Amendments.

(a) Immediately after this instrument is filed for record subparagraph (a) of Paragraph 13 of the Declaration is deleted and replaced by the following:

(a) Amendments in General: Subject to subparagraphs (c), (d) and (e), this Declaration may be amended by an instrument in writing signed, witnessed and acknowledged in form for recording by Persons owning sixty percent (60%) or more of the voting power of the Association. Every amendment must, also, be signed by the holders of all bona fide first mortgages of record against any Sublot; PROVIDED, that if an amendment is not signed by the holder of a bona fide first mortgage, the amendment will be effective for all Sublots and Owners signing except as to the holder of the mortgage who did not sign. The amendment shall not be effective until recorded with the Cuyahoga County Recorder.

(b) Immediately after this instrument is filed for record with the Cuyahoga County Recorder subparagraph (b) of Paragraph 13 of the Declaration shall be omitted and have no further force or effect.

4. Articles of Incorporation.

Exhibit E to the Declaration, being the Articles of Incorporation of the Association, is replaced in its entirety by the attached Exhibit E.

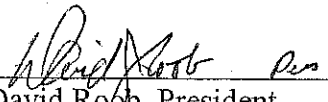
5. Replacement of Exhibit F

Exhibit F to the Declaration, being the Bylaws of the Association, is replaced in its entirety by the attached Exhibit F.


IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this Amendment to be signed on this 22 day of October, 2009.

CRYSTAL CREEK ESTATES, LLP, PARTNERSHIP


BY: ARC DEVELOPMENT COMPANY

By 
David Roob, President

BY: ANDREANO BUILDING COMPANY, INC.

By 
Kenneth Andreano, President

BY: TALP, INC.

By 
Carl S. Andreano, Secretary/Treasurer

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this 22 day of October, 2009, by DAVID ROOB, President of A.R.C. DEVELOPMENT CORPORATION, an Ohio corporation, Partner of CRYSTAL CREEK ESTATES, LLP, PARTNERSHIP, an Ohio limited liability partnership, on behalf of the Partnership.



DENISE M. ROLDAN
Notary Public, State of Ohio
My Commission Expires February 1, 2013

Denise M. Roldan
Notary Public

STATE OF OHIO)
) SS.:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this 22 day of October, 2009, by KENNETH M. ANDREANO, President, of ANDREANO BUILDING CO., INC., an Ohio corporation, Partner of CRYSTAL CREEK ESTATES, LLP, PARTNERSHIP, an Ohio limited liability partnership, on behalf of the Partnership.



DENISE M. ROLDAN
Notary Public, State of Ohio
My Commission Expires February 1, 2013

Denise M. Roldan
Notary Public

STATE OF OHIO)
) SS.:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this 22 day of October, 2009, by CARL S. ANDREANO, Secretary/Treasurer of TALP, INC., an Ohio corporation, Partner of CRYSTAL CREEK ESTATES, LLP, PARTNERSHIP, an Ohio limited liability partnership, on behalf of the Partnership.



DENISE M. ROLDAN
Notary Public, State of Ohio
My Commission Expires February 1, 2013

Denise M. Roldan
Notary Public

The foregoing Amendment No. 1 was approved by Resolution No. _____, adopted by the Council of the City of North Royalton on _____, 2009.

CITY OF NORTH ROYALTON

By _____
Robert A. Stefanik, Mayor

Laura J. Haller, Director of Legislative Services





Prescribed by:

Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.sos.state.oh.us
e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)	
Mail Form to one of the Following:	
<input type="radio"/> Yes	PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of \$100 ***
<input type="radio"/> No	PO Box 670 Columbus, OH 43216

INITIAL ARTICLES OF INCORPORATION
(For Domestic Profit or Nonprofit)
Filing Fee \$125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

<input type="checkbox"/> (1) Articles of Incorporation Profit (113-ARF) ORC 1701	<input checked="" type="checkbox"/> (2) Articles of Incorporation Nonprofit (114-ARN) ORC 1702	<input type="checkbox"/> (3) Articles of Incorporation Professional (170-ARP) Profession _____ ORC 1785
--	--	--

Complete the general information in this section for the box checked above.

FIRST: Name of Corporation CRYSTAL CREEK HOMEOWNERS ASSOCIATION OF NORTH ROYALTON

SECOND: Location North Royalton Cuyahoga
(City) (County)

Effective Date (Optional) _____
(mm/dd/yyyy) Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.

Check here if additional provisions are attached

Complete the information in this section if box (2) or (3) is checked. Completing this section is optional if box (1) is checked.

THIRD: Purpose for which corporation is formed

This Association does not contemplate pecuniary gain or profit to the Members thereof and the specific purposes for which it is formed are:

(A) to provide for the maintenance of the Subdivision's Entrance Features and Water Retention Basin; and (continued on attached sheets)

Complete the information in this section if box (1) or (3) is checked.

FOURTH: The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any)

(Refer to instructions if needed)	(No. of Shares)	(Type)	(Par Value)
-----------------------------------	-----------------	--------	-------------

EXHIBIT E

Completing the information in this section is optional

FIFTH: The following are the names and addresses of the individuals who are to serve as Initial Directors.

Carl S. Andreano
(Name)
24629 Detroit Road
(Street) *NOTE: P.O. Box Addresses are NOT acceptable.*

Westlake Ohio 44145
(City) (State) (Zip Code)

Kenneth M. Andreano
(Name)
24629 Detroit Road
(Street) *NOTE: P.O. Box Addresses are NOT acceptable.*

Westlake Ohio 44145
(City) (State) (Zip Code)

David Roob
(Name)
7643 Pleasant Run Drive
(Street) *NOTE: P.O. Box Addresses are NOT acceptable.*

Seven Hills Ohio 44131
(City) (State) (Zip Code)

REQUIRED
Must be authenticated
(signed) by an authorized
representative
(See Instructions)

Authorized Representative
Kenneth M. Andreano
(print name)

October , 2009

Date

Authorized Representative

(print name)

Date

Authorized Representative

(print name)

Date

Complete the information in this section if box (1) (2) or (3) is checked.

ORIGINAL APPOINTMENT OF STATUTORY AGENT
CRYSTAL CREEK HOMEOWNERS

The undersigned, being at least a majority of the incorporators of ASSOCIATION OF NORTH ROYALTON hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is

KENNETH M. ANDREANO
(Name)
24629 Detroit Road
(Street) NOTE: P.O. Box Addresses are NOT acceptable.
Westlake , Ohio 44145
(City) (Zip Code)

Must be authenticated by an authorized representative	<input type="text"/>	<u>October</u> , <u>2009</u>
	Authorized Representative	Date
	<input type="text"/>	<input type="text"/>
	Authorized Representative	Date
	<input type="text"/>	<input type="text"/>
	Authorized Representative	Date

ACCEPTANCE OF APPOINTMENT

The Undersigned, KENNETH M. ANDREANO , named herein as the Statutory agent for, CRYSTAL CREEK HOMEOWNERS ASSOCIATION OF NORTH ROYALTON , hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature: _____
(Statutory Agent)

ARTICLE THIRD (continued)

(B) to carry out and enforce the intent and covenants of the Declaration.

For these purposes, the Association shall have the right to:

(i) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, as the same may be amended from time to time.

(ii) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all license, taxes or governmental charges levied or imposed against the property of the Association.

(iii) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association, subject to the provisions in the Declaration.

(iv) Have, exercise, and engage in any and all powers, rights, privileges and acts which a corporation organized under the Ohio Non-Profit Corporation Law (Chapter 1702 of the Ohio Revised Code) by law may now or hereafter have or exercise.

ARTICLE SIXTH Definitions.

The following definitions are applicable to these Articles of Incorporation:

(A) "**Association**" means this non-profit corporation created and existing under the laws of Ohio by virtue of these Articles of Incorporation.

(B) "**Builder(s)**" means any person or entity to whom three or more vacant Sublots are conveyed by Declarant.

(C) "**Declarant**" means Crystal Creek Estates, LLP, Partnership, an Ohio limited liability partnership, and any successor, assign, or transferee of it to whom it or its successors or assigns expressly state is or shall be Declarant. Such successor, assign or transferee shall have all the rights, powers and authorities herein reserved unto or possessed by the original Declarant.

(D) "**Declaration**" means that Declaration of Easements, Covenants and Restrictions for the Subdivision, dated May 26, 2003, made by Declarant for the benefit of the Owners of the Subdivision, recorded June 5, 2003, with the Cuyahoga County Recorder as its Instrument No. 20030605546. The Declaration is incorporated by reference herein.

(E) "**Member**" means a member of the Association, being Owners, as more fully set forth in ARTICLE SEVENTH.

(F) "**Owner**" means the record owner, whether one or more persons or entities, of a fee simple title to any Sublot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The Declarant shall be an Owner in respect to each Sublot owned by Declarant.

(G) "**Plat**" means the Subdivision Plat for Lake Charles Subdivision which is described in EXHIBIT A, and a reduced copy of which is shown on EXHIBIT B, of the Declaration. The Plat is recorded in Volume 325 of Maps at Page 3 of Cuyahoga County Records.

(H) "**Sign Easement Area**" means the southwestern corner of Sublot 14 on which Entrance Features to the Subdivision may be located.

(I) "**Subdivision**" means the land shown on the Plat.

(J) "**Sublot**" or "**Sublots**" means, unless a particular Sublot or Sublots are specified, all of the Sublots platted for single family housing within the Subdivision, being the Sublots eventually developed on the lands described on EXHIBIT A, attached to the Declaration. Sublot does not include the streets.

(K) "**Water Retention Basin**" means the area, control structures, and pipes on the southerly (rear) part of the Sublots 4, 5, 6 and 7, shown on the Plat as DETENTION BASIN EASEMENT, and on the improvement drawings for the Subdivision on file with the City of North Royalton. The Water Retention Basin has been designed and constructed to control water falling on, collected in, and passing through the Subdivision. It is to be perpetually maintained by the Association as a storm water control basin for the Subdivision.

ARTICLE SEVENTH Membership.

Every Owner of a Sublot in the Subdivision shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Sublot subject to this Declaration.

ARTICLE EIGHTH Voting Rights.

Each Member shall be entitled to one vote for each Sublot owned. When more than one person holds an interest as an Owner in a Sublot, all such persons shall be Members, but there shall be only one vote for the Sublot. The vote for such Sublot shall be exercised as the Owners thereof determine. If one or more of several Owners of a Sublot appear at a meeting by proxy or otherwise such Owner or Owners that appear may exercise the vote of the Sublot. If two or more persons own an undivided ownership interest in a Sublot, and are unable to agree on how their vote for the Sublot shall be made, each Owner present, in person or by proxy, shall be entitled to exercise that fraction of one vote equal to the Owner's fraction of ownership interest in the Sublot. Persons holding ownership by joint and survivorship shall be considered to have an interest of one over the number of joint and survivorship interests.

ARTICLE NINTH Board of Directors.

At the first meeting of Members, the Members shall elect one (1) Director for a term of one year and two (2) Directors for a term of two years. At each subsequent meeting the Members shall elect Directors for two-year terms to fill the vacancies created by the expiration of the Directors' terms. A Director may serve more than one term if re-elected by the Members. The number of Directors may be changed by Amendment of the Bylaws of the Association. Directors need not be Members of the Association.

ARTICLE TENTH Dissolution.

The Association may be dissolved with the assent given in writing and signed by all Members.

ARTICLE ELEVENTH Amendments.

Amendment of these Articles shall require the assent of Members owning not less than sixty percent (60%) of the voting power of the Association. Amendment of ARTICLES TENTH and ELEVENTH shall, also, require the assent of the City of North Royalton

ARTICLE TWELFTH Indemnity.

(A) Indemnification in General.

Each member of the Board of Directors and officer of the Association and each former member of the Board of Directors and officer of the Association shall be indemnified by the Association against the costs and expenses reasonably incurred by him or her in connection with the defense of any pending or threatened action, suit or proceeding, criminal or civil, to which he or she is or may be made a party by reason of his or her being or having been such Board Member or officer

of the Association (whether or not he or she is a member or officer at the time of incurring such costs and expenses), except with respect to matters as to which he or she shall be adjudged in such action, suit or proceeding to be liable for misconduct or negligence in the performance of his or her duty as such Board Member or officer.

(B) Indemnification in Case of Settlement.

In case of a settlement of any action, suit or proceeding to which any Board Member or officer of the Corporation, or any former Board Member or officer of the Association, is made a party or which may be threatened to be brought against him or her by reason of his or her being or having been a Board Member or officer of the Association, he or she shall be indemnified by the Association against the costs and expenses (including the cost of settlement) reasonably incurred by him or her in connection with such act, suit or proceeding (whether or not he is a Board Member or officer at the time of incurring such costs and expenses) if:

(i) the Association shall be advised by independent counsel that such Board Member or officer did not misconduct himself or herself, or was not negligent in the performance of his or her duty as such Board Member or officer with respect to the matters covered by such action, suit or proceeding, and the cost to the Association of indemnifying such Board Member or officer (and all Board Members and officers, 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 Board Member and officers as a result of such settlement, or

(ii) disinterested Association members entitled to exercise the majority of the voting power shall by vote, at any annual or special meeting of the Association, approve such settlement and the reimbursement to such Board Member or officer of such costs and expenses. The phrase "disinterested Association members" shall mean all members of the Association other than:

- (a) any Board Member or officer of the Association who is at the time or may be entitled to indemnification pursuant to the foregoing provisions,
- (b) any corporation or organization of which such Board Member or officer owns of record or beneficially ten per cent (10%) or more of any class of voting securities,
- (c) any firm of which such Board Member or officer is a partner, and

(d) any spouse, child, parent, brother or sister of any such Board Member or officer.

(C) The foregoing rights of indemnification shall inure to the benefit of the heirs and legal representatives of each such Board Member or officer and shall not be exclusive of other rights to which any Board Member or officer may be entitled as a matter of law under the Declaration, these Articles, the Bylaws of the Association, any vote of Corporation members, or any agreement.

E:\1601\001\2009-10-19 ATTACHMENT TO ARTICLES OF INCORPORATION

BYLAWS
OF
CRYSTAL CREEK HOMEOWNERS ASSOCIATION OF NORTH ROYALTON

ARTICLE I: Name and Location

The name of the Corporation is CRYSTAL CREEK HOMEOWNERS ASSOCIATION OF NORTH ROYALTON. The principal office of the Corporation shall be located in Crystal Creek Subdivision, in the City of North Royalton, County of Cuyahoga, Ohio.

ARTICLE II: Definitions

The following definitions are applicable to these Bylaws:

Section 1. "Articles" means the Articles of Incorporation of CRYSTAL CREEK HOMEOWNERS ASSOCIATION OF NORTH ROYALTON.

Section 2. "Assessments" means the charges payable by Members pursuant to Paragraph 9 of the Declaration.

Section 3. "Association" means CRYSTAL CREEK HOMEOWNERS ASSOCIATION OF NORTH ROYALTON, an Ohio non-profit corporation.

Section 4. "Board" means the Board of Directors of the Association.

Section 5. "Bylaws" means these Bylaws of Crystal Creek Homeowners Association of North Royalton.

Section 6. "Declarant" means Crystal Creek Estates, LLP, Partnership, an Ohio limited liability partnership, and any successors, assigns, or transferees of it to whom it or its successors or assigns expressly states is or shall be Declarant. Such an heir, successor, assign or transferee shall have all the rights, powers and authorities herein reserved unto or possessed by the original Declarant.

Section 7. "Declaration" means that certain Declaration of Easements, Covenants and Restrictions for the Crystal Creek Subdivision, made by Declarant for the benefit of the Owners of the Subdivisions. The Declaration is incorporated by reference herein.

Section 8. "Entrance Features" means any Subdivision entrance features or signs that may hereafter be located on the southwestern corner of Sublot 14 in the Subdivision, within the area identified on the Plat as "Proposed Sign Easement to the Crystal Creek Homeowners Association." This area is sometimes called "Sign Area Easement" and is shown in enlarged form, on EXHIBIT B-1.

Section 9. "**Member**" means a member of the Association, being Owners, as more fully set forth in ARTICLE SEVENTH of the Articles.

Section 10. "**Owner**" means the record owner, whether one or more persons or entities, of a fee simple title to any Sublot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The Declarant shall be an Owner in respect to each Sublot owned by Declarant.

Section 11. "**Person**" means a natural person or corporation, partnership, limited partnership, limited liability company, trust or other entity.

Section 12. "**Plat**" means the Plat providing for the subdivision of the lands described on EXHIBIT A, and shown on EXHIBIT B, attached to the Declaration.

Section 13. "**Rules and Regulations**" means those rules and regulations adopted by the Board of Directors pursuant to Article VII, Section 1 of these Bylaws.

Section 14. "**Sign Area Easement**" means the southwestern corner of Sublot 14 in the Subdivision identified on the Plat as "Proposed Sign Easement to the Crystal Creek Homeowners Association."

Section 15. "**Subdivision**" means the land conforming the Crystal Creek Subdivision, as described in EXHIBIT A, and as shown on EXHIBIT B, to the Declaration.

Section 16. "**Sublot**" or "**Sublots**" means, unless a particular Sublot or Sublots are specified, all of the Sublots platted for single family housing within the Subdivision, being the Sublots eventually developed on the lands described on EXHIBIT A, and shown on EXHIBIT B, attached to the Declaration. Sublot does not include the streets.

Section 17. "**Water Retention Basin**" means the area, control structures, and pipes on the southerly (rear) part of the Sublots 4, 5, 6 and 7, shown on the Plat as DETENTION BASIN EASEMENT, and on the improvement drawings for the Subdivision on file with the City of North Royalton. The Water Retention Basin has been designed and constructed to control water falling on, collected in, and passing through the Subdivision. It is to be perpetually maintained by the Association as a storm water control basin for the Subdivision.

ARTICLE III: Meeting of Members

Section 1. Annual Meeting.

The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at a time selected by the Board. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings.

Special meetings of the members may be called at any time by the President, the Board, or upon written request of members holding not less than fifteen percent (15%) of the voting power.

Section 3. Notice of Meetings.

Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than seven (7) or more than forty-five (45) days before such meeting to each Member entitled to vote there at, addressed to the member's Sublot of the address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Notice of a meeting may, also, be given in any manner provided in Paragraph 13 of the Declaration for the giving of notices to an Owner, unless the Member has given notice to the Association that notices to him are to be given elsewhere, in which case the notice of meeting shall be mailed or delivered to such address. The notice of meeting shall specify the place, date and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Place of Meetings.

Those authorized in Section 2, above, to call a special meeting may designate any place within the County of Cuyahoga, Ohio, as the place for any annual meeting or for any special meeting.

Section 5. Action Without Meeting.

Any action which may be authorized or taken at a meeting of the members may be authorized or taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by, members holding more than fifty percent (50%) of the voting power of the Members, as described in Paragraph 8 of the Declaration and ARTICLE EIGHTH of the Articles of Incorporation. Any such writings shall be filed with or entered upon the records of the Association. Any certificate with respect to the authorization or taking of any such action which is required to be filed in the

office of the Secretary of State of the State of Ohio shall recite that the authorization or taking of such action was in a writing or writings approved and signed as specified in Section 1702.25 of the Ohio Revised Code and in this Section 5 of ARTICLE III of the Bylaws.

Section 6. Quorum.

(a) The voting members present, in person or by proxy, at any meeting of voting members shall constitute a quorum for such meeting, but no action required by law, the Articles or these Bylaws to be authorized or taken by a specified proportion or number of the voting members may be authorized or taken by a lesser proportion or number.

(b) The affirmative vote of the voting members present at a meeting at which a quorum is present shall be necessary for the authorization or taking or any action voted upon by the members.

(c) A majority of the voting members present at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time.

Section 7. Proxies.

At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or by the member's duly authorized attorney in fact, and filed with the Secretary. No proxy shall be valid after eleven (11) months of its execution, unless otherwise provided in the proxy. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Sublot.

Section 8. Voting by Mail.

Voting at elections and votes on other matters may be conducted by mail in such manner as the Board of Directors shall determine.

Section 9. Reservation of Power in Membership.

Anything herein to the contrary notwithstanding, there is reserved unto the membership the right and power to authorize and direct the officers of the Association, or any one of them, to take and perform any act on behalf of the Association that may be legally taken and performed by the Association and to revoke and rescind any act or direction of the Board of Directors. Such right shall be exercised by either (a) at any special or annual meeting at which a quorum is present by the affirmative vote of a majority of the voting power present at such meeting; or (b) as provided in Section 5, without a meeting, by the affirmative vote, in a writing or writings signed by members holding more than fifty percent (50%) of the voting power of the members.

ARTICLE IV: Board of Directors; Selection; Term of Office

Section 1. Number.

The affairs of this Association shall be managed by a Board of three (3) Directors, who, until the first meeting of the Members, shall be the following three persons:

<u>Name</u>	<u>Address</u>
Carl S. Andreano	24629 Detroit Road Westlake, Ohio 44145
Kenneth M. Andreano	24629 Detroit Road Westlake, Ohio 44145
David Roob	7643 Pleasant Run Drive Seven Hills, Ohio 44131

Directors need not be members of the Association.

Section 2. Term of Office.

At the first annual meeting the Members shall elect one Director for a term of one year and two Directors for a term of two years. At each subsequent annual meeting the Members shall elect Directors for 2-year terms to fill the vacancies created by the expiration of the Directors' terms. A Director may serve more than one term if re-elected by the Members.

Section 3. Removal.

Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, a successor-Director shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation.

Unless authorized by a vote of a majority of Members in attendance at a meeting of the Membership at which not less than seven (7) Members are present, no Director shall receive compensation for any service he may render to the Association as Director. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V: Nomination and Election of Directors

Section 1. Nomination.

Nomination for election to the Board of Directors may be made by a Nominating Committee but Members shall have the right to make nominations from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors and one or more Members of the Association. If the Board elects to appoint a Nominating Committee, it shall be appointed by the Board prior to the giving of the written notice of the annual meeting of the Members. The Committee shall serve from the date of its appointment to the close of the first succeeding annual meeting. The names of the persons appointed to a Nominating Committee shall be announced to the Members with the written notice of the annual meeting or at any time after the appointment of the Committee and prior to the giving of the notice of the annual meeting.

The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nomination may be made from among Members or non-members.

Section 2. Election.

Election to the Board of Directors shall be by cumulative vote, that is, each Member shall have the right to vote the number of votes owned by him for as many persons as there are Directors to be elected, or to cumulate such votes and give one candidate as many votes as the number of Directors being elected multiplied by the number of his votes shall equal, or to distribute them on the same principle among as many candidates as he shall see fit. The persons receiving the largest number of votes shall be elected.

ARTICLE VI: Meetings of Directors

Section 1. Regular Meetings.

Regular meetings of the Board of Directors may be held without notice, at such times and places as may be fixed from time to time by resolution of the Board, but at least four such meetings shall be held each year.

Section 2. Special Meetings.

Special meetings of the Board shall be held when called by the President of the Association, or by any two Directors, after not less than three days' notice to each Director.

Section 3. Quorum.

A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present (as distinct from a majority of those voting) at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Actions Without Meeting.

Any action which may be authorized or taken at a meeting of the Directors may be authorized or taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by, all of the Directors. Any writings made pursuant to this Section shall be filed with or entered upon the records of the Association. Any certificate with respect to the authorization or taking of any such action which is required to be filed in the office of the Secretary of State of the State of Ohio shall recite that the authorization or taking of such action was in a writing or writings approved and signed as specified in Section 1702.25 of the Ohio Revised Code and by the Bylaws of the Association.

ARTICLE VII: Powers and Duties of the Board of Directors

Section I. Powers.

The Board of Directors shall have power to:

- (a) Adopt and publish Rules and Regulations governing the use, non-use, and maintenance of the Water Retention Basin, and the manner of care and maintenance of storm water swales, catch basins and pipes, and to establish penalties (including fines) for the infraction thereof.
- (b) Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended for a period not to exceed 360 days for infraction of the covenants, restrictions, or conditions of the Declaration or for any infraction of the Association's Rules and Regulations.
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association pursuant to the Declaration, Articles and these Bylaws unless expressly reserved to the membership by other provisions of these Bylaws, the Articles or the Declaration.
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three consecutive regular meetings of the Board.

(e) Employ a managing agent, independent contractors, and such employees as they deem necessary and to prescribe their duties.

(f) Authorize and perform such other acts as may be reasonably necessary or proper to carry out the purposes of this Association, unless expressly reserved to the membership by other provisions of these Bylaws, the Articles or the Declaration.

Section 2. Duties.

It shall be the duty of the Board of Directors to implement and carry out the provisions of the Declaration, Articles and these Bylaws, including without limitation the duty to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by Members holding fifteen percent (15%) or more of the voting power.

(b) Supervise all officers, agents and employees of the Association, and see that their duties are properly performed.

(c) Employ workmen, bookkeepers, other personnel, purchase supplies and equipment, and enter into contracts to provide services for the Association.

(d) Open bank accounts on behalf of the Association and to designate the signatories to such bank accounts.

(e) As more fully provided in the Declaration, fix and collect Assessments.

(f) Issue, or cause an appropriate officer or the Association's managing agent to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment.

(g) In its discretion, procure and maintain such insurance, including liability insurance, as the Board deems appropriate.

(h) Cause the Water Retention Basin and Entrance Features to be maintained as specified in the Declaration.

(i) Adopt such rules as the Board deems appropriate.

(j) Take all actions reasonably necessary in the circumstances to enforce the covenants and restrictions set forth in the Declaration, and to carry out the various duties imposed on the Association by the Declaration.

ARTICLE VIII: Officers and their Duties

Section 1. Enumeration of Officers.

The officers of this Association shall be a president, a secretary, and a treasurer, who shall at all times be members of the Board, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers.

The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

Section 3. Term.

The officers of this Association shall be elected annually by the Board and each shall hold office for one year and until their successors are elected, unless they shall sooner resign or shall be removed or otherwise disqualified to serve. Officers may serve for more than one term if re-elected by the Board.

Section 4. Special Appointments.

The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal.

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

Section 6. Vacancies.

A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Officers.

The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties.

The duties of the officers are as follows:

(a) President

The president shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks in excess of \$1,000 and all promissory notes.

(b) Vice-President

If the Board by resolution authorizes the election of a vice-president, the vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary

The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses and shall perform such other duties as required by the Board. The secretary shall act in the place and stead of the president in the event of his absence, inability or refusal to act and if there shall be no vice-president.

(d) Treasurer

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, disburse such funds as directed by resolution of the Board, sign all checks and promissory notes of the Association, keep proper books of account, cause an annual audit of the Association books to be made at the completion of each fiscal year if required in writing by 25 percent or more of the Members, and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of

each to the Members. Funds of the association in excess of those required for immediate disbursement may be maintained in a savings association, in a savings and loan association, in certificates of deposit, or in obligations of the federal or Ohio governments or their agencies.

ARTICLE IX: Committees

The Board may appoint a Nominating Committee, as provided in these Bylaws, and such other committees as it deems appropriate to carry out its purposes.

ARTICLE X: Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member, by any accountant or attorney designated by a Member, by any person holding a general power of attorney from a Member or a special power of attorney given for the purpose of making the inspection, and by the representative of any first mortgagee of a Sublot. The Declaration, Articles and these Bylaws of the Association shall be available for inspection by any of the foregoing at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI: Assessments

As more fully provided in the Declaration, each Member, other than Declarant and Builders (for a period of time), is obligated to pay to the Association annual and special Assessments which shall be secured by a continuing lien upon the property against which the Assessment is made. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within ten (10) days after the due date, a late charge of Twenty-Five Dollars (\$25.00) a month shall be added to the amount then due and the Assessment shall, in addition, bear interest from the due date at the rate of twelve percent (12%) per annum; PROVIDED THAT if such rate of interest should be usurious, then the rate shall be the highest rate that may be charged without being usurious. The late charges shall accumulate but not bear interest. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. Late charges, interest, costs and reasonable attorney's fees accrued and incurred shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use or abandonment of his Sublot.

ARTICLE XII: Corporate Seal

The Association shall not have a corporate seal.

ARTICLE XIII: Amendments

These Bylaws may be amended at a regular or special meeting of the Members by a vote of a majority of a quorum of Members present in person or by proxy; provided no amendment shall be made which is in conflict with the Declaration or Articles.


ARTICLE XIV: Priority of Documents

In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration, the Articles, and these Bylaws, the Declaration shall control.

ARTICLE XV: Miscellaneous

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of CRYSTAL CREEK HOMEOWNERS ASSOCIATION OF NORTH ROYALTON, have hereunto set our hands this 22nd day of OCTOBER, 2009.



Kenneth M. Andreano, Director



Carl S. Andreano, Director



David Roob, Director

E:\1601\001\BYLAWS 2009-10-19 CRYSTAL CREEK OF NORTH ROYALTON