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Mark Chambers
 CUYAHOGA COUNTY FISCAL OFFICE

AMENDED AND RESTATED BYLAWS AKA CODE OF REGULATIONS FOR BRETTON RIDGE HOME OWNERS CLUB

THIS AMENDED AND RESTATED BYLAWS AKA CODE OF REGULATIONS (“Bylaws”) is made on the date hereinafter set forth by BRETTON RIDGE HOME OWNERS CLUB, an Ohio non-profit corporation, hereinafter referred to as “Association.”

Please cross-reference with **Volume 11364, Page 217** of the Cuyahoga County Records, filed for record on December 15, 1964.

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ARTICLE I
PURPOSE AND DEFINITIONS

1.1 **Purpose.** The purpose of this Code of Regulations/Bylaws shall be to provide for the administration, government, and operation of the Association.

1.2 **Definitions.** The following definitions shall be applicable to the words and terms used in this Code of Regulations/Bylaws unless expressly otherwise provided herein or unless the context otherwise requires:

1.2.1. "Association" shall mean and refer to Bretton Ridge Home Owners Club, its successors and assigns, an Ohio non-profit corporation, formed for the purpose of maintaining and administering the Common Elements (as hereinafter defined) for the exclusive use and benefits of the Owners; providing services for the exclusive use and general benefit to the Owners of the Lots; administering and enforcing the Declaration and these Bylaws; cooperation with local officials for the benefit of the Association, including dedication of drainage ways for storm water and other easements; collecting and disbursing the assessments; and exercising the functions hereinafter provided for.

1.2.2. "Board of Directors" shall mean and refer to the Association's Board of Directors.

1.2.3. "Bylaws" and "Code of Regulations" shall mean and refer to these Bylaws/Code of Regulations.

1.2.4. "Common Elements" shall mean any property that the Association owns or maintains, including the park and pool and development entry signs.

1.2.5. "Common Expenses" shall mean any expense or financial liability of the Association.

1.2.6. "Lot" shall mean and refer to any plot of land shown upon any recorded plat of the Property with the exception of any Common Elements. The Lots may be vacant land or contain residential structures.

1.2.6. "Member" shall mean all individuals who are Owners of a Lot in the Association.

1.2.7. "Owner(s)" shall mean and refer to the record Owner, as reflected in the official records of Cuyahoga County, Ohio, whether one or more persons or entities, of a Lot that is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

1.2.8. "Property" shall mean and refer to the whole of the Common Elements and Lots.

ARTICLE II

THE ASSOCIATION

2.1 Name and Nature. The Association is an Ohio non-profit corporation and is named Bretton Ridge Home Owners Club.

2.2 Membership. The membership shall consist of all Owners. Each Owner shall, by virtue of his or her ownership interest, become a Member of the Association and shall continue to be a Member so long as he or she retains an ownership interest in a Lot.

2.3 Proxies. Members may vote or act in person or by proxy. The person appointed as proxy shall be a member of the Association. Each proxy shall be executed in writing by the Member entitled to vote or by his duly authorized attorney-in-fact and filed with the Secretary of the Association prior to any meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot. A proxy, unless otherwise stated, shall be valid for a period of eleven (11) months.

2.4 Meeting of the Members.

2.4.1 Annual Meeting. The annual meeting of Members of the Association for the election of Members of the Board and the transaction of such other business as may properly be brought before such meeting shall be held at a place within five (5) miles of the Association, as may be designated by the Board. The Board shall determine the date, time, and location of the meeting and specified in the notice of such meeting.

2.4.2 Special Meetings. Special meetings of the Members shall be called upon the written request of the President of the Association or, in case of the President's absence, death, or disability, the Vice President of the Association, or by a majority of the Members of the Board. A special meeting may also be called by Members entitled to exercise at least twenty-five percent (25%) of the total voting power of the Association. Upon request in writing for a special meeting delivered either in person, mail, or electronic means to the President or the Secretary of the Association, the Board shall give notice of a special meeting to be held on a date not less than five (5) or more than thirty (30) days after the receipt of such request as the Board may fix. Each special meeting shall be called and held at such place on the Association or off the Association, but within five (5) miles of the Association as shall be specified in the notice of meeting. No business other than that specified in the call shall be considered at any special meeting.

2.4.3 Notice of Meetings. Not less than fourteen (14) days, 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 this Code of Regulations to give such notice. The notice shall be given by personal delivery or by mail to each Member of the Association, or by electronic mail if the Association has received consent from the member to send electronic notices. 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 purpose of any meeting of Members of the Association may be waived in writing, either before or after the holding of such meeting, by any

Member of the Association, which 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 meetings, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting.

2.4.4 Quorum and Adjournment. At any meeting of the Members of the Association, the Members of the Association present in person or by proxy shall constitute a quorum for such meeting; provided, however, that no action required by law, by the Declaration, by the Articles, or by this Code of Regulations 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.

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

- i. Calling of meeting to order.
- ii. Proof of notice of meeting or waiver of notice;
- iii. Reading of minutes of preceding meeting;
- iv. Reports of officers;
- v. Reports of committees;
- vi. Appointment or election of inspectors of election (if applicable);
- vii. Election of Members of Board (if applicable);
- viii. Unfinished and/or old business;
- ix. New Business;
- x. Adjournment.

2.4.6 Actions Without a Meeting. All actions, except removal of a Board Member, which may be taken at a meeting of the Association, may be taken without a meeting with the approval of, and in writing, Members who have the percentage of voting power required to take such action if the same were taken at a meeting. Such writings shall be filed with the Secretary of the Association.

ARTICLE III **BOARD OF DIRECTORS**

3.1. Election of Board; Vacancies. The affairs of the Association shall be managed by a Board consisting of seven (7) Board Members. Only Owners, spouses of Owners,

and/or corporate designees who are in good standing are eligible to serve on the Board. The term "good standing" means not delinquent in assessment payments and not in violation of any provision of the governing documents. Board Members shall be elected at the annual meeting of Members of the Association or at a special meeting called for such purpose. At a meeting of Members of the Association at which Board Members are to be elected, only persons nominated as candidates shall be eligible for election as Board Members and the candidates receiving the greatest number of votes shall be elected. At any given time only one resident per Lot can hold a Board office. In the event of the occurrence of any vacancy or vacancies in the Board, however caused, the remaining Board Members, though less than a majority of the whole authorized number of Board Members, may, by vote of a majority of their number, fill any such vacancy for the unexpired term.

3.2. Term of Office; Resignation. Each Board Member shall hold office until the annual meeting of the Members of the Association held for the election of his or her position and until his or her successor is elected, or until his or her earlier resignation, removal from office or death. Any Board Member may resign at any time by oral statement to that effect made at a meeting of the Board or in writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the Board Member may specify. Members of the Board shall serve without compensation. At the annual meeting of the Members of the Association called for the purpose of electing the Board, the term of office of a Board Member shall be fixed so that such term will expire one year from and after the date of the next following annual meeting of Members of the Association. Any Board Member may hold office as many times as elected.

3.3. Organizational Meeting. As promptly as is feasible after each annual meeting, the newly elected Board Members shall hold an organizational meeting for the purpose of electing officers.

3.4. Regular Board Meetings. Regular meetings of the Board may be held at such times and places as shall be determined by a majority of the Board, but at least one such meeting shall be held during each three (3) month period. Board Members may attend Board meetings in person or by electronic or telephonic means; provided, however, that all Board Members in attendance must be able to hear and respond in real time to be acceptable.

3.5. Special Board Meetings. Special meetings of the Board may be held at any time upon call by the President or any two (2) Board Members. Written notice of the time and place of each such meeting shall be given to each Board Member either by personal delivery, mail, electronic mail, or telephone at least two (2) days before the meeting, which notice need not specify the purpose of the meeting; provided, however, that attendance of a Board Member at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting, and such notice may be waived in writing either before or after the holding of such meeting, by any Board Member, 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 organizational, regular or special meeting.

3.6. Quorum and Adjournment. A quorum of the Board shall consist of a majority of the number of persons then serving as Board Members; provided, that a majority of the Board

Members present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time. At each meeting of the Board 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 this Code of Regulations.

3.7 Powers and Duties. Except as otherwise provided by law, the Declaration or Code of Regulations, all power and authority of the Association shall be exercised by the Board. In carrying out the purpose of the Declaration and subject to the limitations prescribed by law, the Declaration or Code of Regulations, the Board shall have the right to do all things permitted by law and exercise all powers and authority of the Association, including but not limited to the provisions contained in Ohio Revised Code Section 5312.06, including, but not limited to, the following:

3.7.1 Hire and fire managing agents, attorneys, accountants, and other independent professionals and employees that the board determines are necessary or desirable in the management of the property and the Association;

3.7.2 Commence, defend, intervene in, settle, or compromise any civil, criminal, land use planning, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board of Directors, or the property, or that involves two or more Owners, impacts zoning, or otherwise relates to matters affecting the property;

3.7.3 Enter into contracts and incur liabilities relating to the operation of the Property;

3.7.4. Enforce all provisions of the Declaration, Bylaws, covenants, conditions, restrictions, and articles of incorporation governing the Lots, and Common Elements,;

3.7.5. Adopt and enforce rules that regulate the maintenance, repair, replacement, modification, and appearance of Common Elements, and any other rules as the Declaration provides;

3.7.6. Acquire, encumber, and convey or otherwise transfer real and personal property, subject to Section 5312.10 of the Revised Code;

3.7.7. Hold in the name of the Association the real property and personal property;

3.7.8. Grant easements, leases, licenses, and concessions through or over the Common Elements;

3.7.9. Levy and collect fees or other charges for the use, rental, or operation of the common elements or for services provided to owners;

3.7.10. Pursuant to Section 5312.11 of the Revised Code, levy the following charges and assessments:

- 3.7.10.1. Interest and charges for the late payment of assessments;
- 3.7.10.2. Returned check charges;
- 3.7.10.3. Enforcement assessments for violations of the Declaration, the Bylaws, and the Rules of the Association;
- 3.7.10.4. Charges for damage to the Common Elements or other property.

3.7.11. Adopt and amend rules that regulate the collection of delinquent assessments and the application of payments of delinquent assessments;

3.7.12. Impose reasonable charges for preparing, recording, or copying the declaration, bylaws, amendments to the declaration and bylaws, resale certificates, or statements of unpaid assessments;

3.7.13. Authorize entry to any portion of the Association by designated individuals when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Dwelling Unit, or to the health or safety of the occupants of that Dwelling Unit or another Dwelling Unit;

3.7.14. Subject to division (A)(1) of Section 5312.09 of the Revised Code, borrow money and assign the right to common assessments or other future income to a lender as security for a loan to the Association;

3.7.15. Suspend the voting privileges and use of recreational facilities of an Owner who is delinquent in the payment of assessments for more than thirty days;

3.7.16. Purchase insurance and fidelity bonds the directors consider appropriate and necessary;

3.7.17. Invest excess funds in investments that meet standards for fiduciary investments under the laws of this state;

3.7.18. Exercise powers that are any of the following:

- 3.7.18.1 Conferred by the Declaration or Bylaws;
- 3.7.18.2 Necessary to incorporate the Association as a nonprofit corporation;
- 3.7.18.3 Permitted to be exercised in this state by a nonprofit corporation;

3.7.19.4 Necessary and proper for the government and operation of the Association.

3.8 Removal of Board Members. 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 Board Members may be removed with or without cause by vote of the Members of the Association entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, and a successor or successors to such Board Member or Members so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any Board Member whose removal has been proposed by the Members of the Association shall be given an opportunity to be heard at such meeting.

Any Board Member may be removed by a majority vote of the remaining Board Members if the Member is delinquent in the payment of assessments, if the Member is in violation of the governing documents, or if the Member misses more than three (3) consecutive Board meetings. In the event of death, resignation, or removal of a Member, a successor shall be appointed by the remaining Members to serve out the unexpired term of the predecessor.

3.9 Non-Liability of Board Members. The Members of the Board shall not be liable to the Owners or to the Association for any mistake of judgment or for any acts or omissions made in good faith as such Board Members. The Owners and the Association shall indemnify and hold harmless each member of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Association or things taken or omitted on behalf of the Association, unless such contract, act, or omission shall have been made in bad faith and contrary to the provisions of the Declaration or Bylaws.

3.10 Fidelity, Crime, and Dishonesty Insurance. Blanket fidelity, crime, or dishonesty insurance coverage for a person who controls or disburses Association funds. Any person who controls or disburses Association funds is defined as any individual with authority or access to sign checks, conduct electronic transfers, or otherwise withdraw funds for any Association bank account or deposit account, including a management company's principals and employees; the president, secretary, treasurer, any other board member, and employee of the Association.

3.10.1. Said dishonesty policy shall provide for the following:

- 3.10.1.1. Coverage shall be for the maximum amount of funds that will be in the custody of the Association or its designated agent at any one time, plus three months' worth of operating expenses;
- 3.10.1.2. The insurance shall be the property of and for the sole benefit of the Association and shall protect against theft, embezzlement, misappropriation, or any other unauthorized taking or loss of Association funds;
- 3.10.1.3. The policy shall include in its definition of "employee" the manager and the managing agent of the Association's funds or provide for this inclusion by an endorsement to the policy;

- 3.10.1.4. The policy shall name the Association as the insured party and shall include a provision requiring the issuer of the policy to provide a ten-day written notice to the Association's president or manager in the event of cancellation or substantial modification of the policy. The manager or managing agent, if any, of the Association, shall be the designated agent on the policy;
- 3.10.1.5. If there is a change in the manager or the managing agent of the Association, then within ten (10) days of the effective start date, the new manager or managing agent shall notify the insurer of such change.

3.11 Actions Without a Meeting. All actions that may be taken at a meeting of the Board may be taken without a meeting with the unanimous approval of all Board Members.

ARTICLE IV **OFFICERS**

4.1. Election and Designation of Officers. Immediately following the annual election, the newly elected Board shall meet and elect officers, a President, a Vice President, a Secretary and a Treasurer, each of whom shall be Members of the Board. The Board may also elect such other officers, as in their judgment may be necessary, who may or may not be Members of the Board, but who are Members of the Association. One person may hold more than one office. Duties of each officer are determined by the Board.

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

4.3 Delegation of Authority and Duties. The Board is authorized to delegate the authority and duties of any officer to any other officer, to a managing agent or to a management company, or to any one or more of them, and generally to control the action of the officers and managing agent or management company and to require the performance of duties in addition to those mentioned herein. The execution of a management agreement with a managing agent or management company which authorizes or requires the managing agent or management company to perform certain duties shall be deemed to be a delegation and authorization to such managing agent or management company of such duties and of all power and authority necessary to carry out such duties.

ARTICLE V **ASSOCIATION FINANCES**

5.1 Preparation of Estimated Budget. The Association shall estimate the total amount necessary to pay all of the Common Expenses for each succeeding fiscal year together with any income the Association may receive. The Association shall notify each Member in writing as to the amount of such estimates. The failure of the Association to produce said estimate

in a timely manner shall not be deemed to be a waiver and shall not prevent the Association from collecting Assessments for Common Expenses. The net of the aggregate amounts of such estimates of the next fiscal year shall be assessed to all Members equally. Each Member shall pay the Assessment on or before the first day of May of each calendar year, except that the Board may elect to change the due date or collect annual Assessments quarterly or monthly, in advance. At the annual meeting, the Association shall make available to all Members present, an itemized accounting of the Common Expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of the amount collected pursuant to the estimates provided, by special Assessments, or otherwise, and showing the net amount over or short of the actual expenditures plus reserves.

5.2. Liens. The Association has a lien upon the estate or interest in any Lot for the payment of any assessment or charge levied in accordance with Section 5312.11 of the Revised Code, as well as any related interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, and paralegal fees, that are chargeable against the lot and that remain unpaid ten days after any portion has become due and payable. The lien is effective on the date that a certificate of lien is filed for record in the office of the recorder of the county in which the Lot is situated, pursuant to authorization by the Board of Directors. The certificate shall contain a description of the lot, the name of the record Owner of the Lot, and the amount of the unpaid assessment or charge. It shall be subscribed to by the President or other designated representative of the Association. The lien is a continuing lien upon the Lot against which each assessment or charge is made, subject to automatic subsequent adjustments reflecting any additional unpaid interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, paralegal fees, and court costs. The lien is valid for a period of five years from the date of filing, unless it is sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or unless it is discharged by the final judgment or order of a court in an action brought to discharge the lien as provided R.C. 5312. An Owner may commence an action for the discharge of the lien in the court of common pleas of the county in which all or a part of the property is situated if the owner believes that the liability for the unpaid assessment or charge for which the Association filed a certificate of lien was improperly charged. In the action, if it is finally determined that the unpaid amount of the assessment or charge was improperly charged to the Owner or the Lot, the court shall enter an order that it determines to be just, which may provide for a discharge of record of all or a portion of the lien and an award of attorney's fees to the Owner.

5.3 Books and Records. The Association shall keep full and correct books of account, as well as minutes of the proceedings of its Members, the Board, and any Committee and a current listing of all Members that shall be open to Members or their representative duly authorized in writing. The books, records, and papers of the Association shall, at a mutually agreed upon time and location, 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 Lot, and in accordance with the Association's document request policy. The types of documents that cannot be examined or copied include information pertaining to property related personnel matters, communications with legal counsel or attorney work product, information relating to contracts or transactions under negotiation or those that contain confidentiality requirements, information relating to enforcement of the governing documents against other Members, information the disclosure of which is prohibited by state or federal law,

or any other records or documents that are from more than five years before the date of the request. Members shall also not be permitted to obtain any unlisted telephone numbers, mobile telephone numbers, or electronic mail addresses of other Members, unless the Member has given written permission for the distribution of that information.

5.4 Reserve Fund. The Board shall establish and maintain for the Association a reasonable reserve fund in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments, unless the Owners exercising not less than a majority of the voting power of the Association waive the reserve requirement annually.

5.5. General Assessments. General assessments for Common Expenses made by the Association shall be a uniform amount against all Members and each Member agrees to pay the assessments levied in such manner and at such times as provided for in the Declaration and Bylaws/Code of Regulations. No Owner may exempt himself or herself from liability for contribution toward the Common Expenses of the Association by waiver of the use or enjoyment of the Property. If the assessments are incrementally increased by any more than \$50.00 each fiscal year, then a majority of the members at a meeting of the Association shall be required to approve such expenditure.

5.6. Special Assessments. The Association, by majority consent of the Board, shall have the right to levy a special assessment against all Owners equally for a special or extraordinary expense not budgeted to be paid by the general assessments. The amount of the special assessment charged to each Owner shall not exceed \$250.00 per year. If a special assessment charged to each Owner should exceed \$250.00 per year, a majority consent of the Owners must be obtained. Any special assessment is due no sooner than thirty (30) days after written notice of such special assessment is provided to each Owner.

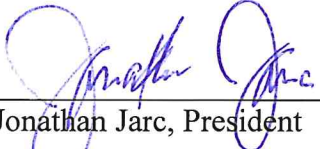
ARTICLE VI **AMENDMENT**

The Bylaws/Code of Regulations may be amended by the Board of Directors, subject to a repeal by a majority of the members at a meeting called for such purpose; or the Bylaws/Code of Regulations may be amended by a majority of the membership at a meeting called for such purpose.

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IN WITNESS WHEREOF, Bretton Ridge Home Owners Club, has executed this instrument by its President and Secretary, pursuant to authorization of the Board of Trustees.

BRETTON RIDGE HOME OWNERS CLUB


By: 
Jonathan Jarc, President

By: 
Matthew Skvasik, Secretary

STATE OF OHIO)
COUNTY OF Cuyahoga) SS.

The foregoing instrument was acknowledged before me this 9th day of February, 2023, by Jonathan Jarc and Matthew Skvasik, personally known to me, in their capacity as President and Secretary of Bretton Ridge Home Owners Club, an Ohio non-profit corporation, on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at North Olmsted, Ohio, this 9th day of February, 2023.


Notary Public

LINDSEY A. WRUBEL, ATTY.
NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date
Section 147.03 O.R.C.

EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
COUNTY OF Cuyahoga) ss.

Jonathan Jarc being first duly sworn, states as follows:

1. He is the duly elected and acting President of Bretton Ridge Homeowners Club
2. As such President, he will cause copies of the Amended and Restated Bylaws/Code of Regulations to be delivered to all Owners of record at the time of the filing of this Code of Regulations.
3. Further affiant sayeth naught.


Jonathan Jarc, President

BEFORE ME, a Notary Public in and for said County, the foregoing instrument was acknowledged before me this 14th day of February, 2023 by Jonathan Jarc, personally known to me, in his capacity as President of Bretton Ridge Home Owners Club an Ohio non-profit corporation, on behalf of said corporation.

LINDSEY A. WRUBEL, ATTY.
NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date
Section 147.03 O.R.C.



Notary Public

EXHIBIT B

STATE OF OHIO)
COUNTY OF Cuyahoga) SS.

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of the Bretton Ridge Home Owners Club hereby certifies that there is on file in the records of the Association, the names of 100 % of the voting power of the Board who have consented to the proposed d Amended Restated Bylaws/Code of Regulations.


Matthew Skvasik, Secretary

BEFORE ME, a Notary Public in and for said County, the foregoing instrument was acknowledged before me this 9th day of February, 2023 by Matthew Skvasik, personally known to me, in his capacity as Secretary of Bretton Ridge Home Owners Club, an Ohio non-profit corporation, on behalf of said corporation.

Notary Public

This instrument prepared by:
Lindsey A. Wrubel, Esq.
Eques, Inc.
9821 Olde Eight Rd., #1
Northfield, OH 44067
Telephone: (216) 339-8939
Facsimile: (888) 711-9210
law@eques.law

LINDSEY A. WRUBEL, ATTY.
NOTARY PUBLIC • STATE OF OHIO
 My commission has no expiration date
 Section 147.03 O.R.C.