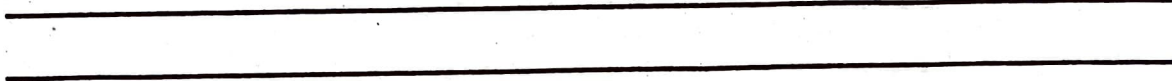
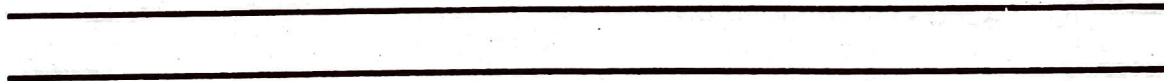


EXHIBIT "A"



BY-LAWS OF
BRANDONHALL VILLAGE
HOMEOWNERS' ASSOCIATION, INC.



BY-LAWS
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HOMEOWNERS' ASSOCIATION BY-LAWS

The within By-Laws are executed and attached to the Declaration creating covenants, conditions and restrictions for Brandonhall Village. Their purpose is to provide for the establishment of an Association for the administration of the Property in the manner provided by the Declaration and these By-Laws. All present or future Owners or tenants or their employees, and any other person who might use the facilities of the Property in any manner, shall be subject to any restrictions, conditions or regulations hereafter adopted by the Board of Trustees of the Association. The mere acquisition or rental of any of the Dwelling Units located on the Lots within the Property or the mere act of occupancy of any of the Dwelling Units will constitute acceptance and ratification of the Declaration and of these By-Laws. The terms used herein shall have the same meaning as defined in Article I of the Declaration.

ARTICLE I THE ASSOCIATION

- 1.01 Name of the Association.** The Association shall be an Ohio corporation, not-for-profit, and shall be called Brandonhall Village Homeowners' Association, Inc.
- 1.02 Membership.** Each Owner upon acquisition of title to a Lot shall automatically become a member. Such membership shall terminate upon the sale or other disposition by such Member of his Lot at which time the new Owner of such Lot shall automatically become a Member. Membership in the Association is limited to Owners within the Property.
- 1.03 Voting Rights.** There shall be one vote for each of the Lots within the Property. The Owner or Owners of each Lot shall be entitled to one vote for their Lot. In the event a Lot has been acquired by the Association in its own name or in the name of its agent, designee or nominee on behalf of all Owners, the voting rights of such a Lot shall not be exercised so long as it continues to be so held. If two or more Persons, whether fiduciaries, tenants in common or otherwise, own undivided interests in a Lot, each may exercise the proportion of the voting power of all the Owners of his Lot that is equivalent to his proportionate interest in the Lot.
- 1.04 Proxies.** Votes may be cast in person or by proxy. The person appointed as proxy need not be an Owner. Proxies must be in writing and filed with the Secretary of the Association before the appointed time of each meeting or action taken. Unless otherwise provided, all proxies shall be revocable at any time by delivering written notice of such revocation to the Secretary of the Association. If, by the terms of a first mortgage, an Owner has designated such mortgagee as his proxy, the presentation to the Secretary of the Association by a representative of such mortgagee of a copy of the mortgage containing such proxy designation shall constitute notice of such proxy designation, and if the mortgage so states, notice of the irrevocability of such designation.

1.05 Place of Meetings. Meetings of the Association shall be held at such place upon the Property or at such other place as may be designated by the Board of Trustees and specified in the notice of the meeting, at 8:00 P.M., or at such other time as may be designated by the Board of Trustees and specified in the notice of the meeting.

1.06 First Meeting. The first meeting of Members shall be held within the time limits prescribed by the Declaration and shall be considered the first annual meeting.

1.07 Special Meetings. It shall be the duty of the President of the Association to call a special meeting of the Owners as directed by resolution of the Board of Trustees or upon a petition signed by a majority of the Owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the Owners present, either in person or by proxy.

1.08 Notice of Meeting. It shall be the duty of the Secretary of the Association to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record at least fourteen (14) days but not more than twenty-eight (28) days prior to such meeting. The Owners of record will be determined as of the day preceding the day on which notice is given.

1.09 Waiver of Notice. Notice of the time, place and purpose of any meeting of Members may be waived in writing, either before or at the commencement of such meeting, by any Members, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Member at any such meeting without protesting the lack of proper notice, prior to or at the commencement of the meeting, shall be deemed to be a waiver by him of notice of such meeting.

1.10 Action by Unanimous Written Consent of the Owners. Any action which may be authorized or taken at a meeting of the Owners may be authorized or taken without a meeting in a writing or writings signed by all of the Owners. The writing or writings evidencing such action taken by the unanimous written consent of the Owners shall be filed with the records of the Association. Written notice of any action proposed to be taken by the unanimous written consent of the Owners shall be sent to all persons entitled to notice at least five (5) days prior to the circulation of the action for unanimous written consent among the Unit Owners and shall specify the action proposed to be so taken.

1.11 Order of Business. The order of business at all meetings of the Owners shall be as follows:

- (a) Roll call
- (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 Inspectors of Election
- (g) Election of Trustees
- (h) Unfinished business
- (i) New business
- (j) Adjournment

ARTICLE II
BOARD OF TRUSTEES

2.01 Number and Qualification. The affairs of the Association shall be governed by a Board of Trustees composed of five (5) persons, all of whom must be Owners or occupants of a Dwelling Unit who are related to an Owner by a marital or fiduciary relationship. If, at any one time, one bank or lending institution shall hold mortgages upon more than fifty percent (50%) of the Dwelling Units, such lending institution may designate its representative who shall be a sixth member of the Board of Trustees. Such representative need not be an Owner or occupier of a Dwelling Unit.

2.02 Election of Trustees. The required Trustees shall be elected at each annual meeting of Members. Only persons nominated as candidates shall be eligible for election as Trustees and the candidates receiving the greatest number of votes shall be elected. Each Member may vote for as many candidates as there are vacancies in the Board of Trustees due to the expiration of their terms; provided however, that a vacancy in the position of a representative of a lending institution, if any, shall be filled by such lending institution.

2.03 Vacancies During the Term. In the event of the occurrence of any vacancy or vacancies in the Board of Trustees during the term of such Trustee or Trustees, the remaining Trustees though less than a majority of the whole authorized number of Trustees may, by the vote of a majority of their number, fill any such vacancy for the unexpired term; provided however, that a vacancy in the position of a representative of a lending institution, if any, shall be filled by such lending institution.

2.04 Term of Office; Resignation. Each Trustee shall hold office until his term expires, or until his earlier resignation, removal from office, or death. Any Trustee may resign at any time by oral statement to that effect made at a meeting of the Board of Trustees 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 Trustee may specify. At the first annual meeting of the Members, the term of office of three (3) Trustees shall be fixed so that such term will expire one year from and after the date of the next following annual meeting of Members. The term of office of the remaining two Trustees shall be fixed so that such term will expire at the date of the next following annual meeting of Members. At the expiration of such initial term of office of each respective Trustee, his successor shall be elected to serve for a term of two years.

2.05 Removal of Trustees. At any regular or special meeting duly called, any one or more of the Trustees 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, except the Trustee, if any, acting as a representative of a lending institution, may not be removed by such vote. Any Trustee whose removal has been proposed by the Members shall be given the opportunity to be heard at such meeting. In the event that a Trustee is removed by such vote, his successor shall then and there be elected to fill the vacancy thus created.

CONTINUED AT 91-593 AD

2.06 Organizational Meeting. Immediately after each annual meeting of Members the newly elected Trustees and those Trustees whose terms hold over shall hold an organizational meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

2.07 Regular Meetings. Regular meetings of the Board of Trustees may be held at such times and places as shall be determined by a majority of the Trustees, but at least four (4) such meetings shall be held during each year.

2.08 Special Meetings. Special meetings of the Board of Trustees may be held at any time upon call by the President or any three (3) Trustees. Written notice of the time and place of each such meeting shall be given to each Trustee either by personal delivery, mail, telegram or telephone at least two days before the meeting, which notice shall specify the purpose of the meeting; provided however, that attendance of any Trustee at any such meeting without protesting the lack of proper notice prior to or at the commencement of the meeting, 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 at the commencement of such meeting, by any Trustee, which writing shall be filed with or entered upon the records of the meeting. If all the Trustees are present at any meeting of the Board of Trustees, no notice shall be required and any business may be transacted at such meeting.

2.09 Board of Trustees Quorum. At all meetings of the Board of Trustees, a majority of the Trustees shall constitute a quorum for the transaction of business and the acts of the majority of the Trustees present at a meeting at which a quorum is present shall be the acts of the Board of Trustees. If at any meeting of the Board of Trustees there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At the continuation of any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

2.10 Action by Unanimous Written Consent of the Board of Trustees. Any action which may be authorized to be taken at a meeting of the Board of Trustees may be taken or authorized without a meeting in a writing or writings signed by all of the members of the Board of Trustees. The writing or writings evidencing such action taken by the unanimous written consent of the Board of Trustees shall be filed with the records of the Association.

2.11 Fidelity Bonds. The Board of Trustees 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.

ARTICLE III OFFICERS

3.01 Designation. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by and from the Board of Trustees. The offices of Treasurer and Secretary may be filled by the same person.

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

3.03 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Trustees. Subject to directions of the Board of Trustees, 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 Trustees, or otherwise provided for in the Declaration or in these By-Laws.

3.04 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 Trustees.

3.05 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Trustees and the minutes of all meetings of the Association. He shall have charge of such books and papers as the Board of Trustees may direct and he shall, in general, perform all the duties incident to the office of secretary.

3.06 Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may, from time to time, be designated by the Board of Trustees.

ARTICLE IV

GENERAL POWERS OF THE ASSOCIATION

4.01 Payments from Maintenance Funds. The Association shall establish and shall pay for out of the maintenance funds those expenses which the Association is required to secure or pay for, pursuant to the terms of the Declaration or which in its opinion, shall be necessary or proper for the maintenance and operation of the Property as a first class project, or for the enforcement of the Declaration and these By-Laws.

4.02 Capital Additions and Improvements. The Association powers described in Section 4.01 are limited in that the Association shall have no authority to pay for out of the maintenance fund any capital additions and improvements having a total cost in excess of Two Thousand Dollars (\$2,000.00), unless it is for the purpose of replacing or restoring portions of the Common Area. The Association shall not authorize any structural alterations, capital additions to, or capital improvements of the Common Area requiring any expenditure in excess of Two Thousand Dollars (\$2,000.00) without, in each case, the prior approval of a majority of the Members.

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

4.04 Delegation of Duties. The Association, through its Board of Trustees and officers, has the authority to delegate to persons, firms or corporations of its choice such duties and responsibilities of the Association as the Board of Trustees shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

4.05 Right of Entry. An Owner shall grant the right of entry to the Association or its agent, in case of any emergency originating in or threatening his Dwelling Unit, whether the Owner is present at the time or not.

4.06 Special Services. The Association may arrange for the providing of any special services and facilities for the benefit of any Owner that may desire to pay for the same. Fees for such special services and facilities shall be determined by the Board of Trustees and will be charged directly to the participating Owner.

ARTICLE V COMMITTEES

5.01 General. The Board of Trustees may appoint an architectural control committee as provided in the Declaration, and shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE VI AMENDMENT

6.01 General. These By-Laws may be amended at a regular or special meeting of the members by a vote of members exercising a majority of the voting power of members, and if material to the rights of a mortgagee, the approval of all holders of first mortgage liens of Lots has been first obtained.

ARTICLE VII GENERAL PROVISIONS

7.01 Requirement for Managing Agent. A Managing Agent may be required by any lending institution holding mortgages on over fifty-one percent (51%) of the Dwelling Units, or by any group of lending institutions who in the aggregate hold mortgages on over fifty-one percent (51%) of the Dwelling Units. The Association shall provide such mortgagee or mortgagees, as the case may be, with a copy of any management agreement entered into by the Association and such Managing Agent.

7.02 Copies of Notices to Mortgage Lenders. Upon written request to the Board of Trustees, the holder of any duly recorded mortgage against any Lot shall be given a copy of any and all notices and other documents permitted or required by the Declaration or these By-Laws to be given to the Owner or Owners whose Lot is subject to such mortgage and a copy of any lien filed by the Association.

7.03 Service of Notices on the Board of Trustees. Notices required to be given to the Board of Trustees or to the Association may be delivered to any member of the Board of Trustees or officer of the Association, either personally or by mail, addressed to such member or officer at his Dwelling Unit.

7.04 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.

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

7.06 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.

7.07 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply to either corporations, partnerships or individuals, male or female, shall in all cases be assumed as though in each case fully expressed herein.

7.08 References. Unless otherwise specified, all references to a particular Article or Section shall refer to such Article or Section of the Declaration or these By-Laws, whichever the case may be.
