

### ARTICLE I. PURPOSES

The purpose of Sherbrook, Inc. shall be:

- A. To acquire, own and maintain a certain lake, beach and park in F.X. Thuringer's Sherbrook Park Subdivision II and to improve, develop regulate and control the same for corporation members and purposes.
- B. To establish, maintain and promote recreational facilities and other facilities upon any of the lands owned by the corporation, and to provide proper facilities and equipment for swimming, fishing, summer and winter sports.
- C. To acquire, hold, lease and sell any and all real and/or personal property and equipment that may be necessary to carry out the aforesaid purposes.

### ARTICLE II. MEETINGS

The annual meeting of Sherbrook, Inc. members shall be held at a place designated by the Board of Trustees *between March 1st and May 10th* of each year. Notice in writing of the annual meeting shall be delivered to each member at his residence at least ten days prior to date of meeting. *All reference in these by-laws of "notice in writing" shall be satisfied by email sent to a member who has furnished their email address to the Sherbrook webmaster. Any questions about receiving notices should be directed to the Board Secretary.* The purpose of the annual meeting shall be to elect Trustees and to transact such other business as may be brought before the meeting. Special meetings of the members may be called by the Trustees or by any ten of the voting members by written notice given at least ten days prior to date of such meeting to each member. The notice shall explain the purpose of the special meeting.

At all meetings of the members, such members shall be limited to one vote in person or by proxy for each subplot owned or leased, provided all maintenance fees dues as of the date of the meeting shall have been paid in full on each subplot. Where ownership in any subplot is divided among two or more persons, each person shall be entitled to membership, but only one of the voters shall be entitled to cast his vote for each subplot on any matter voted upon at any regular or special meeting.

One half of the members owning or leasing sublots in Subdivisions I and II and in Ledgebrook Subdivision who have paid their maintenance fees in full and are present or are represented by proxy shall constitute a quorum at any regular or special meeting.

### ARTICLE III. TRUSTEES

The Trustees shall be members of Sherbrook, Inc. in good standing and shall *consist of no less than ten (10) and no greater than twelve (12)* in number. Trustees shall be elected at the *annual* meeting for a three-year term and shall hold office until their successors are elected and qualified. When a trustee vacancy occurs *that lowers the number of Trustees to below ten*, the Board of Trustees shall appoint a member of Sherbrook, Inc. by a majority vote to serve until the next election at the *annual* meeting. The corporate powers, business, property and affairs of Sherbrook, Inc. shall be exercised, conducted, managed and operated by the Board of Trustees.

### ARTICLE IV. OFFICERS

The officers shall be a president, a vice-president, a treasurer and a secretary, all of whom shall be elected by a majority vote by the Board of Trustees, and such officers shall hold office for a period of one year. The officers shall perform generally all the duties usually performed by officers of the like corporations. Either the President or the Treasurer shall sign all checks, relative to the business of this corporation.

Preservation of capital shall be a primary objective of the board. In as such, at least 75% of the total funds on hand shall be kept in federally insured interest bearing certificates or accounts. An internal auditor shall be appointed by the trustees as a volunteer from within the membership of Sherbrook, Inc. to verify cash balances and disbursement of funds on an annual basis.

### ARTICLE V. MEMBERSHIP

The owners or lessees of all sublots of Sherbrook Park Subdivisions I and II and of Ledgebrook Subdivision in Solon, Ohio shall be eligible for membership in Sherbrook, Inc. Any eligible owner or lessee may become a member with the privileges of family membership; provided that said person shall comply with all of the other obligations of the Corporation.

Continuing membership by owners or lessees will require payment of annual maintenance fees by March 1<sup>st</sup> of each year or all membership rights and privileges will be suspended until payment of all current fees. Membership may be suspended, revoked or terminated by the Trustees for failure of any member, his family, or guests to adhere to and comply with Sherbrook, Inc. By-laws, Rules and Regulations and Deed Restrictions.

Any sale, transfer or termination of lease of any subplot other than a transfer of interest from husband to wife, or wife to husband shall terminate membership in Sherbrook, Inc. if, upon such sale, transfer or termination of lease such person shall cease to be an owner or lessee of any subplot in Sherbrook Subdivision I or II or Ledgebrook Subdivision.

#### **ARTICLE VI. MAINTENANCE FEES**

Annual Maintenance fees shall be \$300 per year for each lot owner payable by March 1<sup>st</sup> of each year, effective with the year beginning *January 1, 2015*. Fees for any lot owner who owns property for less than a full year will be prorated. *A penalty of ten percent (10%) of the total unpaid balance will be added to any homeowner's unpaid balance at December 31 of every year, beginning December 31, 2014. The Board reserves the right to waive this penalty in cases of hardship. Sherbrook Inc. is authorized to enforce in any manner allowed by law, including but not limited to the collection of the payments of all fees and other assessments, in addition to legal interest, costs, court costs, and attorney fees expended in pursuing the same for those homeowners that have deed restrictions attached to their properties (as authorized in the deed restrictions).*

If the general fund balance exceeds \$9,000 at the end of any fiscal year ending December 31<sup>st</sup>, there shall be a majority vote at the annual meeting to either transfer the excess over \$9,000 to the dredging fund, retain it in the general fund, or rebate as a fee reduction in the next year's fee billing.

Special maintenance Fees: Special maintenance fees will require approval by vote of  $\frac{3}{4}$  of the members present or represented by proxy at a general meeting of the members.

#### **ARTICLE VII. AMENDMENTS**

These by-laws may be adopted, changed, amended or repealed by  $\frac{3}{4}$  vote of the members present or represented by proxy and entitles to vote as provided in Article II at any annual meeting of Sherbrook, Inc. or at any special meeting held for that purpose.

#### **ARTICLE VIII. BUDGET**

To provide funds to dredge or otherwise remove sediment from Sherbrook Lake bottom, the Trustees shall each year deposit 15% of the total annual maintenance fees received or \$1,500.00, whichever is less, into a "Dredging Fund". All interest accrued by this Fund shall be reinvested in the Fund. Any expenditure from the fund must be approved by a majority of the members of Sherbrook, Inc. The Trustees may, at their discretion, deposit additional monies into the Fund as such monies become available.

#### **ARTICLE IX. COMMITTEES**

Standing committees may be established as deemed necessary by the Trustees or the membership. Committees and its members shall be appointed and overseen by the president.

An architectural review committee shall exist for the purpose of reviewing any design changes in structures, colors, or materials proposed by homeowners of all sublots of Sherbrook Park Subdivisions I and II. Chair of the committee shall be an elected member of the Board of Trustees of Sherbrook, Inc. The committee shall consist of 5 voting members and require a majority of 3 votes to recommend approval of design changes to the Sherbrook, Inc. Board of Trustees. All voting members of the Architectural Review Committee shall be homeowners of sublots of Sherbrook Park Subdivisions I or II. This committee shall consist if at least one past trustee and one resident of at least 10 years.