

PRINT NAME OF OWNER(S) \_\_\_\_\_

LOT ADDRESS \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_ \*

\*I consent to receive notices and be able to cast future votes electronically when available.

**DIRECTED PROXY AND CONSENT TO AMEND THE DECLARATION, ARTICLES OF INCORPORATION, AND CODE OF REGULATIONS/BYLAWS**

**Longbrooke Homeowners' Association, Inc.**

*Instructions: After reviewing the proposed Amendments to the Declaration, Bylaws/Articles of Incorporation and Code of Regulations, indicate your vote for or against the Amendments on the Ballot Portion. Please also sign the Authorization and Directed Proxy. Then please return the original document or a scanned version to the Board of Trustees at PO BOX 429, Berea OH 44017 or by email at [longbrookevote@gmail.com](mailto:longbrookevote@gmail.com).*

**BALLOT**

The undersigned, Lot Owner(s) of Longbrooke Lot listed above, hereby consent(s) and agree(s) that the Declaration of Restrictions, be amended as follows:

<b>Amendment Description:</b>	<b>YES</b>	<b>NO</b>
<b>#1: Electronic Voting and Notices.</b> There will be electronic voting for the purpose of amending the Declaration, Bylaws/Articles of Incorporation, and Code of Regulations. A meeting of the Members will be required first where it is currently required.	_____	_____
<b>#2. Increase Capital Expenditure Limit.</b> Capital expenditure limit is currently \$500, any capital expenditure over \$500 requires a 75% approval of the members at a meeting. Increase to \$5K per capital improvement, \$15K max per year, any capital improvement or addition over requires a written or electronic majority vote.	_____	_____
<b>#3. Prohibit Short Term Rentals.</b> Add a restriction that prohibits short term and transient rentals (i.e. AirBNB and VRBO rentals)	_____	_____
<b>#4. Revise Restriction that Limits Businesses to Prevent Businesses Unless Work From Home.</b> Currently, 75% membership approval required to have a business and must comply with city ordinances. Prohibit all businesses unless a work from home situation with no customers on site.	_____	_____

### **AUTHORIZATION/DIRECTED PROXY**

To: The Longbrooke Homeowners' Association, Inc., Board of Trustees:

I/We, the undersigned, being the owner(s) of Longbrooke Sublot listed above, appoint and authorize the Secretary of the Association, as my/our power of attorney, to execute on my/our behalf, the Amendments, if approved as set forth, above. By my/our vote on the foregoing, I/We, the undersigned, being the owner(s) of address above, does/do thereby appoint and authorize the Board of Trustees as my/our proxy concerning the Articles of Incorporation/Bylaws/Code of Regulations, to cast a vote on my/our behalf in the manner set forth above regarding these documents at any special meeting or annual meeting of Association, including any change, adjournment, or continuation of such meeting, held for the purpose of voting on the Articles of Incorporation/Bylaws/Code of Regulations at any special or annual meeting 2026-2028. This directed proxy shall be valid for a period of three years from the date of execution.

\_\_\_\_\_  
**(PRINT AND SIGN NAME HERE)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**(PRINT AND SIGN NAME HERE)**

\_\_\_\_\_  
**Date**

**PROPOSED AMENDMENTS (Current versus :**

**AMENDMENT #1: ELECTRONIC VOTING**

**INSERT the following underlined language, and DELETE the stricken-through language in the ARTICLES AND BY-LAWS, ARTICLE XI, Section 2 “Amendment” and delete the stricken through language:**

**Section 2: Amendment and Repeal**

These Articles may be amended or repealed ~~upon a motion duly carried out at the~~ after such matter to be amended has been discussed at an annual meeting of the ASSOCIATION or at a special meeting called after written notice of such meeting at least 30 days in advance ~~for that purpose~~, and the subsequent ~~affixation of the signatures to that motion of~~ written consent of fifty-one percent (51%) of the owners of Sublots in the Longbrooke Subdivision, said percentage to be determined upon the individual number of sublots in the said Subdivision.

**OLD LANGUAGE:**

These Articles may be amended or repealed upon a motion duly carried out at the annual meeting of the ASSOCIATION or at a special meeting called for that purpose, and the subsequent affixation of the signatures to that motion of written consent of fifty-one percent (51%) of the owners of Sublots in the Longbrooke Subdivision, said percentage to be determined upon the individual number of sublots in the said Subdivision.

**NEW LANGUAGE:**

These Articles may be amended or repealed after such matter to be amended has been discussed at an annual meeting of the ASSOCIATION or at a special meeting called after written notice of such meeting at least 30 days in advance, and the subsequent fifty-one percent (51%) of the owners of Sublots in the Longbrooke Subdivision, said percentage to be determined upon the individual number of sublots in the said Subdivision.

**INSERT the following underlined language, and DELETE the stricken-through language in the AMENDED ARTICLES, Sixth “Voting Rights” and delete the stricken through language:**

**Sixth. Voting Rights.**

- (a) Regular Members Have All Voting Power: The entire voting power of the Association shall be vested exclusively in the Regular Members. No holder of a Social Members is entitled to any voting or consenting rights in the Association for any purpose, nor to any notice of any meeting of the members of the Association.
- (b) One Vote for Each Sublot or Lot: The owner, or if there be more than one owner then the owners collectively, of a sublot or lot in Longbrooke Subdivision shall be entitled to one vote for each such sublot or lot.

- (c) Proxy: Members may vote by in person, electronically, or by proxy at annual or special meeting of the members.
- (d) Voting by Mail or Electronically: Voting at election and votes on other matters (except amendment of these Articles) may be conducted by mail or electronically. Members may vote by electronic ballot, as determined by the Board. Members may also attend a meeting of the membership electronically. If a Member chooses to opt out of electronic voting, they must do so by serving the Secretary with written notice of the Member's intent to opt out of electronic voting. An electronic signature satisfies any requirement for a written signature under these By-Laws. For the purposes of electronic voting, the identity of the Member must be authenticated before a vote is accepted by the Association, and the Member must receive an electronic receipt for the vote which includes the date/time of the vote. For elections, electronic votes must be received before the commencement of the annual or special meeting in order to be counted.

#### **OLD LANGUAGE:**

- (a) Regular Members Have All Voting Power: The entire voting power of the Association shall be vested exclusively in the Regular Members. No holder of a Social Members is entitled to any voting or consenting rights in the Association for any purpose, nor to any notice of any meeting of the members of the Association.
- (b) One Vote for Each Sublot or Lot: The owner, or if there be more than one owner then the owners collectively, of a sublot or lot in Longbrooke Subdivision shall be entitled to one vote for each such sublot or lot.
- (c) Proxy: Members may vote by proxy at annual or special meeting of the members.
- (d) Voting by Mail: Voting at election and votes on other matters (except amendment of these Articles) may be conducted by mail.

#### **NEW LANGUAGE:**

- (a) Regular Members Have All Voting Power: The entire voting power of the Association shall be vested exclusively in the Regular Members. No holder of a Social Members is entitled to any voting or consenting rights in the Association for any purpose, nor to any notice of any meeting of the members of the Association.
- (b) One Vote for Each Sublot or Lot: The owner, or if there be more than one owner then the owners collectively, of a sublot or lot in Longbrooke Subdivision shall be entitled to one vote for each such sublot or lot.
- (c) Proxy: Members may vote by in person, electronically, or by proxy at annual or special meeting of the members.
- (d) Voting by Mail or Electronically: Voting at election and votes on other matters may be conducted by mail or electronically. Members may vote by electronic ballot, as determined by the Board. Members may also attend a meeting of the membership electronically. If a Member chooses to opt out of electronic voting, they must do so by serving the Secretary with written notice of the Member's intent to opt out of electronic voting. An electronic signature satisfies any requirement for a written signature under these By-Laws. For the purposes of electronic voting, the identity of the Member must be authenticated before a vote is accepted by the Association, and the Member must

receive an electronic receipt for the vote which includes the date/time of the vote. For elections, electronic votes must be received before the commencement of the annual or special meeting in order to be counted.

**INSERT the following underlined language, and DELETE the stricken-through language in the AMENDED ARTICLES, Sixth “Amendment” and delete the stricken through language:**

EIGHTH. Amendment. These Articles may be amended in accordance with the Non-Profit Corporation Law of Ohio by the affirmative vote of Regular Members entitled to ~~exercise two-thirds (2/3)~~ fifty-one percent (51%) of the voting power of the Association ~~at~~ after such matter to be amended has been discussed after written notice at any annual or special meeting, provided that written notice of such meeting shall be given by personal delivery, electronically, or by mail to all Regular Members at least thirty (30) days before the date of the meeting, which notice shall include a statement that amendment of the Articles will be discussed ~~considered and may be acted on~~ at such meeting.

**OLD LANGUAGE:**

EIGHTH. Amendment. These Articles may be amended in accordance with the Non-Profit Corporation Law of Ohio by the affirmative vote of Regular Members entitled to exercise two-thirds (2/3) of the voting power of the Association at any annual or special meeting, provided that written notice of such meeting shall be given by personal delivery ~~or~~ by mail to all Regular Members at least thirty (30) days before the date of the meeting, which notice shall include a statement that amendment of the Articles will be discussed ~~considered and may be~~ acted on at such meeting.

**NEW LANGUAGE:**

EIGHTH. Amendment. These Articles may be amended in accordance with the Non-Profit Corporation Law of Ohio by the affirmative vote of Regular Members entitled to fifty-one percent (51%) of the voting power of the Association ~~after such matter to be amended has been discussed after written notice at any annual or special meeting,~~ provided that written notice of such meeting shall be given by personal delivery, electronically, or by mail to all Regular Members at least thirty (30) days before the date of the meeting, which notice shall include a statement that amendment of the Articles will be discussed at such meeting.

**INSERT the following underlined language, and DELETE the stricken-through language in the DECLARATION OF RESTRICTIONS, SECTION T and delete the stricken through language:**

T. The foregoing restrictions, limitations, reservations, stipulations and agreements shall be deemed as covenants and not as conditions hereto, and shall run with the land, and shall bind all Grantees of title to the property above described, their heirs, executors, administrators, successors and assigns, for a period of thirty (30) years from the date of this instrument is recorded, after which time the said covenants shall automatically extended for successive periods

of ten (10) years unless an instrument in writing signed or electronically approved by a majority of the then owners of Sublots in the said Longbrooke Subdivision has been recorded, agreeing to change the foregoing covenants in whole or in part.

**OLD LANGUAGE:**

T. The foregoing restrictions, limitations, reservations, stipulations and agreements shall be deemed as covenants and not as conditions hereto, and shall run with the land, and shall bind all Grantees of title to the property above described, their heirs, executors, administrators, successors and assigns, for a period of thirty (30) years from the date of this instrument is recorded, after which time the said covenants shall automatically extended for successive periods of ten (10) years unless an instrument in writing signed by a majority of the then owners of Sublots in the said Longbrooke Subdivision has been recorded, agreeing to change the foregoing covenants in whole or in part.

**NEW LANGUAGE:**

T. The foregoing restrictions, limitations, reservations, stipulations and agreements shall be deemed as covenants and not as conditions hereto, and shall run with the land, and shall bind all Grantees of title to the property above described, their heirs, executors, administrators, successors and assigns, for a period of thirty (30) years from the date of this instrument is recorded, after which time the said covenants shall automatically extended for successive periods of ten (10) years unless an instrument in writing signed or electronically approved by a majority of the then owners of Sublots in the said Longbrooke Subdivision has been recorded, agreeing to change the foregoing covenants in whole or in part.

**INSERT the following underlined language, and DELETE the stricken-through language in the CODE OF REGULATIONS, ARTICLE I, “Meetings of Members”, and delete the stricken through language:**

SECTION 3. Notice of Meeting. Written or electronic notice of all meetings of Members shall, unless waived, be given at least ~~fifteen (15) and less than~~ thirty (30) days before the date determined for such meeting to each Member at his mailing address or electronic mail address as it appears on the records of the Association.

SECTION 4. Quorum. To constitute a quorum at any meetings of Members, there shall be present in person, electronically, or by proxy persons entitled to vote not less than one-third (1/3) of aggregate voting power of the Members. If there shall be no quorum at the time for which any meeting shall have been called, the meeting may be adjourned from time to time by a majority of Members present or represented by proxy, without any notice other than by announcement at the meeting, until a quorum shall attend. At any adjourned meeting, any business may be transacted which might have been transacted if the meeting had been held as originally called.

SECTION 5. Vote of Members. Members are entitled to cast votes in accordance with

ARTICLE FIFTH, section (a) of the Articles of Incorporation. The affirmative vote in person, electronically, or by proxy of those persons entitled to cast a majority of the votes at any meeting at which quorum is present shall be necessary for the authorization or taking of any action voted upon by the Members, except as otherwise provided by law, the Articles, or these Regulations.

**OLD LANGUAGE:**

SECTION 3. Notice of Meeting. Written notice of all meetings of Members shall, unless waived, be given at least fifteen (15) and less than thirty (30) days before the date determined for such meeting to each Member at his address as it appears on the records of the Association.

SECTION 4. Quorum. To constitute a quorum at any meetings of Members, there shall be present in person or by proxy persons entitled to vote not less than one-third (1/3) of aggregate voting power of the Members. If there shall be no quorum at the time for which any meeting shall have been called, the meeting may be adjourned from time to time by a majority of Members present or represented by proxy, without any notice other than by announcement at the meeting, until a quorum shall attend. At any adjourned meeting, any business may be transacted which might have been transacted if the meeting had been held as originally called.

SECTION 5. Vote of Members. Members are entitled to cast votes in accordance with ARTICLE FIFTH, section (a) of the Articles of Incorporation. The affirmative vote in person, electronically, or by proxy of those persons entitled to cast a majority of the votes at any meeting at which quorum is present shall be necessary for the authorization or taking of any action voted upon by the Members, except as otherwise provided by law, the Articles, or these Regulations.

**NEW LANGUAGE:**

SECTION 3. Notice of Meeting. Written or electronic notice of all meetings of Members shall, unless waived, be given at least thirty (30) days before the date determined for such meeting to each Member at his mailing address or electronic mail address as it appears on the records of the Association.

SECTION 4. Quorum. To constitute a quorum at any meetings of Members, there shall be present in person, electronically, or by proxy persons entitled to vote not less than one-third (1/3) of aggregate voting power of the Members. If there shall be no quorum at the time for which any meeting shall have been called, the meeting may be adjourned from time to time by a majority of Members present or represented by proxy, without any notice other than by announcement at the meeting, until a quorum shall attend. At any adjourned meeting, any business may be transacted which might have been transacted if the meeting had been held as originally called.

SECTION 5. Vote of Members. Members are entitled to cast votes in accordance with ARTICLE FIFTH, section (a) of the Articles of Incorporation. The affirmative vote in person, electronically, or by proxy of those persons entitled to cast a majority of the votes at any meeting at which quorum is present shall be necessary for the authorization or taking of any action voted upon by the Members, except as otherwise provided by law, the Articles, or these Regulations.

**INSERT the following underlined language, and DELETE the stricken-through language in the CODE OF REGULATIONS, ARTICLE VII “AMENDMENT OF REGULATIONS” and delete the stricken through language:**

This Association may adopt and amend Regulations by the affirmative vote of those entitled to exercise a majority of the voting power, either in writing or electronically. Members may vote by electronic ballot, as determined by the Board. Members may also attend a meeting of the membership electronically. If a Member chooses to opt out of electronic voting, they must do so by serving the Secretary with written notice of the Member’s intent to opt out of electronic voting. An electronic signature satisfies any requirement for a written signature under this Code of Regulations. For the purposes of electronic voting, the identity of the Member must be authenticated before a vote is accepted by the Association, and the Member must receive an electronic receipt for the vote which includes the date/time of the vote.

**OLD LANGUAGE:**

This Association may adopt and amend Regulations by the affirmative vote of those entitled to exercise a majority of the voting power.

**NEW LANGUAGE:**

This Association may adopt and amend Regulations by the affirmative vote of those entitled to exercise a majority of the voting power, either in writing or electronically. Members may vote by electronic ballot, as determined by the Board. Members may also attend a meeting of the membership electronically. If a Member chooses to opt out of electronic voting, they must do so by serving the Secretary with written notice of the Member’s intent to opt out of electronic voting. An electronic signature satisfies any requirement for a written signature under this Code of Regulations. For the purposes of electronic voting, the identity of the Member must be authenticated before a vote is accepted by the Association, and the Member must receive an electronic receipt for the vote which includes the date/time of the vote.

**AMENDMENT #2: INCREASE CAPITAL EXPENDITURE LIMIT**

**INSERT the following underlined language, and DELETE the stricken-through language in the ARTICLES AND BY-LAWS, ARTICLE V, SECTION 2 “Voting” and delete the stricken through language:**

All matters coming before the ASSOCIATION at any annual or special meetings shall be decided by the majority vote of those present and voting, unless otherwise provided for herein. ~~provided however, that~~ No item of ~~considered to be a capital addition or improvement expense~~ in greater amount than Five ~~Hundred~~ Thousand Dollars (\$5,000.00) per expenditure, nor the aggregate amount of Fifteen Thousand Dollars (\$15,000.00) per fiscal year shall be authorized by the Board unless a motion therefore be supported approved by the affirmative votes of a majority of the eligible voting power of the Association ~~seventy-five percent (75%) of those present and voting.~~



### **OLD LANGUAGE:**

All matters coming before the ASSOCIATION at any annual or special meetings shall be decided by the majority vote of those present and voting, provided however, that no item of expense in greater amount than Five Hundred Dollars (\$500.00) shall be authorized unless a motion therefore be supported approved by the affirmative votes of seventy-five percent (75%) of those present and voting.

### **NEW LANGUAGE:**

All matters coming before the ASSOCIATION at any annual or special meetings shall be decided by the majority vote of those present and voting, unless otherwise provided for herein. No item considered to be a capital addition or improvement expense in greater amount than Five Thousand Dollars (\$5,000.00) per expenditure, nor the aggregate amount of Fifteen Thousand Dollars (\$15,000.00) per fiscal year shall be authorized by the Board unless approved by the affirmative votes of a majority of the eligible voting power of the Association.

### **AMENDMENT #3: PROHIBIT SHORT TERM RENTALS**

**INSERT the following underlined language, and CREATE a new Section of the DECLARATION OF RESTRICTIONS, SECTION Z:**

Z. In no event shall any portion of a Living Unit or Lot with Longbrooke Subdivision be leased for transient or hotel purposes, which is defined to mean:

1. rental for any period less than six (6) full, consecutive, calendar months; or
2. any rental if the occupants of the Living Unit are provided in connection with such rentals, customary hotel services such as room service for food and beverage, maid service, furnishing of laundry and/or linen or bell-boy service; or
3. any rental for a single room or less than the whole of the Living Unit.

### **AMENDMENT #4: PROHIBIT BUSINESSES**

**INSERT the following underlined language, and DELETE the stricken-through language in the DECLARATION OF RESTRICTIONS, SECTION A and delete the stricken through language:**

A. No Sublot, nor any other part of these premises, shall be used for other than residential purposes, excepting that portion of the real property which shall be set aside and granted to the Longbrooke Homeowners' Association for recreational purposes, and the said portion of real property to be used for such recreational purposes is expressly excepted from all provisions of this instrument which makes reference to the erection of buildings or structures thereupon, and except as otherwise provided for herein. ~~—and excepting further, any portion of the said premises which shall be set aside and used for commercial purposes upon the approval of the~~

~~local public zoning authority, and the approval of 75% of the owner's of all Sublot existent on these premises at the time such commercial venture is proposed. No Lot, Living Unit, and/or any portion of the Common Elements shall be used for any business, commercial, manufacturing, mercantile, storage, vending, sales, home office, multi-family, group home, agricultural purpose, or any other non-residential purpose, designated for profit, altruism, exploration or otherwise (collectively a "business activity"), except that a Member may maintain a home office within the Living Unit located on its Lot only if (i) the business activity is consistent with the residential use and character of the Property, and the Member and/or the business activity conducted therein complies with all applicable federal, state, and local laws and ordinances, including all Municipal and County zoning requirements for the Lot; (ii) the Member has obtained any required approvals, permits, licenses and/or consents for such business activity from the appropriate local, state, and federal governmental agency; (iii) the business activity does not place an undue burden on the Property, the Association's Common Elements, or cause an increase in Association expenses that can be solely and directly attributable to the business activity; (iv) the business activity does not create noise, vibration, glare, fumes, odors or electrical or electronic interference detectable by neighbors; (v) the business activity does not involve door-to-door solicitation within the Property; (vi) the business activity does not constitute a nuisance, or a hazardous or offensive use, or threaten the health, safety or security of any other resident within the Association, as may be determined in the sole discretion of the Board of Trustees; (vii) there are no signs or displays indicating that the Lot and/or the Living Unit located thereon are being used for the business activity or as other than a residence; (viii) the business activity does not involve persons or customers coming onto the Lot and/or the Living Unit, who do not permanently reside at the Living Unit; (ix) all equipment, supplies or other items related to the business activity are stored, parked, or otherwise kept within the Living Unit and not on any other portion of the Lot or in any Common Element; (x) the business activity has no full-time, part-time or temporary employees on-site, other than a member(s) of the Member's household who also resides in the Living Unit located on the Lot on a full-time basis; (xi) the business activity does not involve the use, storage, or disposal of any grouping or classification of materials that are designated as a hazardous material under federal, state, or local law; (xii) the business activity is subordinate to the use of the Lot as a residence and requires no external modifications; and (xiii) there are to be no retail or food service, or other restaurant operations. The Board may, at any time and from time to time, adopt additional and/or supplemental rules or modify existing rules which intensify or amend the prohibitions of this provision.~~

**OLD LANGUAGE:**

A. No Sublot, nor any other part of these premises, shall be used for other than residential purposes, excepting that portion of the real property which shall be set aside and granted to the Longbrooke Homeowners' Association for recreational purposes, and the said portion of real property to be used for such recreational purposes is expressly excepted from all provisions of this instrument which makes reference to the erection of buildings or structures thereupon and excepting further, any portion of the said premises which shall be set aside and used for commercial purposes upon the approval of the local public zoning authority, and the approval

of 75% of the owner's of all Sublot existent on these premises at the time such commercial venture is proposed.

**NEW LANGUAGE:**

A. No Sublot, nor any other part of these premises, shall be used for other than residential purposes, excepting that portion of the real property which shall be set aside and granted to the Longbrooke Homeowners' Association for recreational purposes, and the said portion of real property to be used for such recreational purposes is expressly excepted from all provisions of this instrument which makes reference to the erection of buildings or structures thereupon, and except as otherwise provided for herein. No Lot, Living Unit, and/or any portion of the Common Elements shall be used for any business, commercial, manufacturing, mercantile, storage, vending, sales, home office, multi-family, group home, agricultural purpose, or any other non-residential purpose, designated for profit, altruism, exploration or otherwise (collectively a "business activity"), except that a Member may maintain a home office within the Living Unit located on its Lot only if (i) the business activity is consistent with the residential use and character of the Property, and the Member and/or the business activity conducted therein complies with all applicable federal, state, and local laws and ordinances, including all Municipal and County zoning requirements for the Lot; (ii) the Member has obtained any required approvals, permits, licenses and/or consents for such business activity from the appropriate local, state, and federal governmental agency; (iii) the business activity does not place an undue burden on the Property, the Association's Common Elements, or cause an increase in Association expenses that can be solely and directly attributable to the business activity; (iv) the business activity does not create noise, vibration, glare, fumes, odors or electrical or electronic interference detectable by neighbors; (v) the business activity does not involve door-to-door solicitation within the Property; (vi) the business activity does not constitute a nuisance, or a hazardous or offensive use, or threaten the health, safety or security of any other resident within the Association, as may be determined in the sole discretion of the Board of Trustees; (vii) there are no signs or displays indicating that the Lot and/or the Living Unit located thereon are being used for the business activity or as other than a residence; (viii) the business activity does not involve persons or customers coming onto the Lot and/or the Living Unit, who do not permanently reside at the Living Unit; (ix) all equipment, supplies or other items related to the business activity are stored, parked, or otherwise kept within the Living Unit and not on any other portion of the Lot or in any Common Element; (x) the business activity has no full-time, part-time or temporary employees on-site, other than a member(s) of the Member's household who also resides in the Living Unit located on the Lot on a full-time basis; (xi) the business activity does not involve the use, storage, or disposal of any grouping or classification of materials that are designated as a hazardous material under federal, state, or local law; (xii) the business activity is subordinate to the use of the Lot as a residence and requires no external modifications; and (xiii) there are to be no retail or food service, or other restaurant operations. The Board may, at any time and from time to time, adopt additional and/or supplemental rules or modify existing rules which intensify or amend the prohibitions of this provision.