

AMENDED BY-LAWS OF  
(Code of Regulations)  
CORONADO WOODS ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the Association is CORONADO WOODS ASSOCIATION created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio, and the Association created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio, as the unit owners' association for each of the Coronado Woods Condominium Sections One and Two. The principal office of the Association shall be as set forth in its Articles of Incorporation, and the place of meetings of members and of the Trustees (Board of Managers) of the Association shall be at such place in Franklin County, Ohio, as the Trustees may from time to time designate.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to the Coronado Woods Association, an Ohio Corporation not for profit, and its successors and assigns.

Section 2. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association on file with the Ohio Secretary of State, which articles are incorporated herein by reference.

Section 3. "Tract" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, Restrictions and Assessments, hereinafter called "Declaration of Covenants", executed by American Housing Guild-Ohio, Inc., received for recording November 23, 1973, by the Franklin County Recorder, Deed Record File No. 30349, pertaining to a 53.021 acre tract of real property described therein.

Section 4. "Declaration of Covenants" shall mean and refer to the above-described Declaration of Covenants, Conditions, Restrictions and Assessments, which document is hereby incorporated herein by reference.

Section 5. "Declaration of Condominium" shall mean and refer to all declarations made pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio creating condominiums of all or a portion of the Tract, and shall include, without limiting the generality of the foregoing, the declaration of condominium to which these By-Laws are attached.

Section 6. "Declarations" shall mean and refer jointly to the Declaration of Covenants and Declarations of Condominium.

Section 7. "Common Area" shall mean and refer to all of the Tract new or hereafter becoming "Common Areas and Facilities" under the provisions of Chapter 5311, as that term is defined herein.

Section 8. "Unit" shall mean and refer to each plot or portion of the Tract that is now or is hereafter created as a "unit" pursuant to the provisions of Chapter 5311.

Section 9. "Unit Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple interest in a Unit, including contract sellers. This excludes any person or institution, lending or otherwise, holding such interest as a security interest, or any persons, natural or artificial who are responsible for any development, construction, reconstruction or rehabilitation of the tract as a whole or any parts thereof.

Section 10. "Member" shall mean and refer to the "Unit Owner," as defined herein, and/or his or her spouse residing within the same unit.

Section 11. "Trustees" and "Board of Trustees" shall mean and refer to those persons who manage the affairs of the Association as provided in the Association's Articles of Incorporation, and, in all respects, means and refers to "Managers" and "Board of Managers" of Unit owner's associations for the condominiums created from the Tract.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings: A meeting of members is being held simultaneously with the adaption of these Amended By-Laws. Regular annual meetings of the members shall be held in the last calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Trustees.

Section 2. Special Meetings: Special meetings of the members may be called at any time by the president or by the Trustees or upon written request of the members entitled to exercise one-fourth (1/4) of the voting power of members.

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, at least ten (10) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least ten (10) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Upon the written request of the holder of a first mortgage lien on a Unit, mailed to the principal office of the Association, the written notice of meetings of members shall be given to such lien holder, who shall have the right to designate a representative who shall be entitled to attend all such meetings.

Section 4. Quorum: Members present in person or by proxy at any duly called and noticed meeting representing more than 50% of the voting power of members shall constitute a quorum for such meeting.

Section 5. Proxies: At all meetings of members each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her Unit.

Section 6. Voting Power: Except as otherwise provided in the Declaration, these By-Laws, the Articles of Incorporation, or by law, a majority of the voting power of members voting on any matter that may be determined by the members at a duly called and noticed meeting, at which a quorum is present in person or by proxy, shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meeting of members except as otherwise specifically provided herein or in the aforesaid documents. Any action that could be taken by members at a meeting by vote of a majority of the voting power of members present, may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of members having not less than a majority of the voting power of members.

ARTICLE IV

BOARD OF TRUSTEES: SELECTION, TERM OF OFFICE

Section 1. Selection, Term of Office: The Trustees of the Coronado Woods Association shall consist of five individuals who must be members of this Association. In the event that sixty percent (60%) or more of any unsold and unoccupied units are owned by a non-member, such non-member may nominate one (1) non-voting Trustee to the Board of Trustees. The non-voting Trustee shall serve only so long as the aforementioned conditions allowing nomination exist. Nomination of a non-voting Trustee does not change any by-laws concerning the Board of Trustees.

Section 2. Removal: Any Trustee may be removed from the Board with cause by majority vote of the members of the Association. In the event of death, resignation or removal of a Trustee, that Trustee's successor shall be selected by the remaining members of the Board. At the next annual meeting, a Trustee shall be elected to complete the term of such deceased, resigned or removed Trustee. The Trustee appointed by the Board shall serve until the first of January immediately following the annual meeting, when the Trustee elected by the Association will take office and complete the unexpired term of the deceased, resigned or removed Trustee.

Section 3. Compensation: Members of the Board shall receive no compensation for their services as members of the Board unless expressly provided for in resolutions duly adopted by the Unit Owners. However, any Trustee may be reimbursed for his or her actual expenses incurred in the performance of his or her duty, provided proper invoices are received to establish the expenditure.

Any Board member may serve this Association in any other capacity and may receive compensation therefore upon approval of a majority of the Board, and the execution by the Board of a written contract outlining the services and duties to be performed and the terms of the contract.

Section 4. Multiple Offices: No Trustee or Officer shall hold the position of Management Agent for the Association during his or her tenure in office.

Section 5. Action Taken Without a Meeting: The Board of Trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

ARTICLE V

NOMINATION AND ELECTION OF TRUSTEES

Section 1. Nomination: Nomination for the election of the Trustees to be elected by the members shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Trustees, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Trustees at least sixty (60) days prior to the annual meeting of the members, to serve until the close of said annual meeting. The Nominating Committee shall make as many nominations for the election to the Board of Trustees as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled. These nominations may be made from among members only.

Section 2. Election: Election to the Board of Trustees by the members shall be by secret written ballot. At such elections, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation and the Declarations. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF BOARD OF TRUSTEES

Section 1. Regular Meetings: Regular meetings of the Board of Trustees shall be held no less than quarterly, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings: Special meetings of the Board of Trustees shall be held when called by the president of the Board of Trustees, or by any two (2) Trustees, after not less than three (3) days' notice to each Trustee.

Section 3. Quorum: A majority, meaning three (3) of the Trustees shall constitute a quorum for the transaction of business. Every act taken or decision made by a majority of the Trustees present at a duly held meeting at which a quorum is present shall constitute a binding act or decision of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 1. Powers: The Board of Trustees shall exercise all powers and authority under the Condominium law, and under the provisions of the Articles of Incorporation, these Amended By-Laws, and the Declarations, that are not specifically and exclusively reserved to the membership by law or by other provisions thereof, and without limiting the generality of the foregoing, shall have the right, power and authority to:

- (a) take all actions deemed necessary or desirable to comply with all requirements of law, the Articles of Incorporation, the Declarations, and these Amended By-Laws;
- (b) obtain insurance coverage no less than that required pursuant to the aforesaid documents;
- (c) enforce the covenants, conditions and restrictions set forth in the Declarations;
- (d) repair, maintain and improve the Common Area;
- (e) establish, enforce, levy and collect assessments, both general and special, as provided in the Declarations;
- (f) adopt and publish rules and regulations governing the use of the Common Area and the personal conduct of the members and their guests thereon;
- (g) 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 after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Declarations, these Amended By-Laws, or the Articles of Incorporation);
- (h) declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Trustees;
- (i) authorize the officers to enter into one or more management agreements with third parties in order to facilitate the efficient operation of the property, (it shall be the primary purpose of such management agreements to provide for administration, management, repair and maintenance as provided in the Declarations, and the receipt and disbursement of funds as may be authorized by the Board of Trustees. The terms of any management agreements shall be as determined by the Board of Trustees to be in the best interest of the Association, subject, in all respects, to the provisions of these By-Laws, the Articles of Incorporation, and the Declarations); and
- (j) do all things and take all actions permitted to be taken by the Association by the Condominium law, the Declarations, these Amended By-Laws and the Articles of Incorporation, not specifically reserved thereby to others.

Section 2. Duties: It shall be the duty of the Board of Trustees 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 representing one-fourth (1/4) or more of the voting power of members;
- (b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;
- (c) as more fully provided in the Declarations, to:
  - (i) fix the amount of assessments against each Unit as provided therein and allocate each assessment between that portion which is to be used for repair or replacement of capital improvements and funds for all other purposes.

- (ii) maintain such capital contributions in separate bank accounts and use the same solely for specified capital improvements to property to be maintained by the Association;
  - (iii) give written notice of each assessment to every member subject thereto within the time limits set forth therein; and
  - (iv) obtain and foreclose the lien against any property for which assessments are not paid within a reasonable time after they are authorized by the Declarations to do so, or bring an action at law against the owner(s) personally obligated to pay the same, or both, and institute such other remedies and augment such policies as the Board may from time to time adopt;
- (d) issue, or to cause an appropriate officer 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 such a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.);
  - (e) procure and maintain liability and hazard insurance as provided in the Declarations, and as the Trustees deem advisable;
  - (f) cause all officers or employees having fiscal responsibilities to be bonded;
  - (g) cause the property subject to the Association's scope of authority to be maintained within the scope of authority provided in the Declarations;
  - (h) cause the restrictions created by the Declarations to be enforced; and
  - (i) take all other actions required to comply with all requirements of the Condominium law, the Articles of Incorporation, the Declarations and these Amended By-Laws.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices: The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Trustees, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution establish.

Section 2. Selection and Term of Officers: The officers of the Association shall be elected by the Board of Trustees at each first organizational meeting of the Trustees following the annual meeting of members, and shall hold office until the next annual organizational meeting of the Trustees.

Section 3. Special Appointments: The Trustees 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 Trustees may, from time to time, determine.

Section 4. Resignation and Removal: Any officer may be removed from office with or without cause by the Trustees. Any officer may resign at any time by giving written notice to the Trustees, 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 the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies: A vacancy in any office may be filled by appointment by the Trustees. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6. Multiple Offices: The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of the other offices except in the case of special offices created pursuant to Section 3 of this Article.



Section 7. Duties: The duties of the officers shall be such duties as the Board of Trustees may from time to time determine. Unless the Board of Trustees otherwise determine, the duties of the officers shall be as follows:

- (a) President. The president shall preside at all meeting of the Board of Trustees, shall see that orders and resolutions of the Trustees are carried out, and shall, at the direction of the Trustees, sign all leases, mortgages, deeds and other written instruments, and co-sign all checks and promissory notes on behalf of the Association.
- (b) 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 Trustees.
- (c) Secretary. The secretary shall record the votes and keep the minutes and proceedings of the Trustees and of the members, serve notice of meetings of the Trustees and of the members, keep appropriate current records showing the members of the Association together with their addresses, shall have the right to appoint a recording secretary to record all minutes, and shall perform such other duties as required by the Trustees.
- (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 Trustees, sign all checks and promissory notes of the Association, keep proper books of account, and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its annual meeting, and deliver or mail a copy of each to each of the members. At the discretion of the Trustees, any or all of these responsibilities may be delegated to a managing agent. Additionally, any holder of a first mortgage lien on a Unit who so requests in writing mailed or delivered to the Association at its principal office, shall be sent, by (90) ninety days following the end of the Association's fiscal year, a financial statement of the Association.

ARTICLE IX

COMMITTEES

Section 1. The Board of Trustees shall appoint a Nominating Committee as provided in these Amended By-Laws. In addition, the Board of Trustees may appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X

GENERAL POWERS OF THE ASSOCIATION

Section 1. It shall be the responsibility of the Board of Trustees in addition to the requirements specified in the Declarations of Covenants, Conditions, Restrictions and Assessments of Coronado Woods to provide insurance under a master policy on the common areas and recreational facilities. This coverage will include as a building item those items that are the responsibility of the Association and not of the individual unit owner, in accordance with the By-Laws established.

Fixtures, alterations, installations or additions comprising a part of the described buildings within an individual unit used exclusively by the unit owner are insured where such property or replacement thereof was initially installed in accordance with the original condominium plans and specifications on file in Condominium Plat Book II, at 723, recorded in Franklin County Records Office in November, 1973. These items shall include, but not limited to, interior doors, interior door trim, kitchen cabinets, built in appliances, i.e., dishwasher, garbage disposal unit, electric range and oven, a metal exhaust hood, bathroom fixtures and cabinets, interior walls and ceilings, interior wall and ceiling paint, wall to wall carpeting, electric light fixtures, electrical wiring and plumbing and plumbing fixtures, and central heating and air conditioning systems.

Finished basement recreation rooms, special wall papers, attached wall mirrors, refrigerators and all items not installed in accordance with the original condominium plans and specifications shall be the responsibility of the individual unit owner/s.

This section does not constitute a definition of interior or exterior items for maintenance purposes, but is solely intended for insurance purposes.

ARTICLE XI

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. The Declarations and By-Laws of the Association as well as the management agreements shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII

SEAL

The Association shall have no seal.

ARTICLE XIII

AMENDMENTS

These By-Laws may be amended only by the affirmative vote of unit owners of the Association, as they may be constituted from time to time, exercising, in person or by proxy, not less than seventy-five (75) percent of the voting power of the Association, at a meeting of the members of the Association duly called and noticed as provided herein. Each amendment shall be set forth in an amendment to the Declaration of Condominium, signed by the officer or officers of the Association so designated by the Trustees, and filed for record.

ARTICLE XIV

MISCELLANEOUS

Unless otherwise changed by the Board of Trustees, 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 of this Association.

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