

STATE OF OHIO
DEPARTMENT OF STATE



TED W. BROWN
SECRETARY OF STATE

RECEIPT NO

725

DATE

NUMBER

RECEIVED OF
OR FILED BY

THE SUM OF \$ FOR FILING

OF

RETURNED TO:

CLARENCE H. JENNINGS
1115 STATE ST.
COLUMBUS, OH 43215

TOTAL FEE \$ 35.00

NAME:
CORONADO WOODS ASSOCIATION



DEPARTMENT OF STATE

TED W. BROWN
Secretary of State

Certificate

It is Hereby Certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings, that said records show the filing and recording of GEN. A. _____ of TURNING POINT ASSOCIATION

United States of America
STATE OF OHIO
Office of the Secretary of State

Recorded on Roll _____ at Frame _____ of the
Records of Incorporation and Miscellaneous Filings.



Witness my hand and the seal of the Secretary of State, at the City of
Columbus, Ohio, this _____ day of _____ A. D. 19____

TED W. BROWN
Secretary of State

ARTICLES OF INCORPORATION
OF
CORONADO WOODS ASSOCIATION

NO
11-23-73
2502

In compliance with the requirements of Chapter 1702 of the Revised Code of Ohio, the undersigned, of full age, does this day voluntarily form a corporation not-for-profit and does hereby certify:

ARTICLE I

NAME

The name of the corporation is Coronado Woods Association, hereinafter called "the Association".

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association is located in Reynoldsburg, Franklin County, Ohio.

ARTICLE III

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to its members, and specific purposes for which it is formed are to:

- (a) be and act as the unit owners' association or associations formed or to be formed for the administration of condominiums constructed and to be constructed on the 53.021 acre parcel of land ("the tract") described in Exhibit A hereto;
- (b) own, manage and maintain such portion or portions of the tract as may from time to time be set aside for recreation uses;
- (c) exercise all the powers and privileges and perform all of the duties and obligations of the Association.

as set forth in the Declaration of Covenants, Conditions, Restrictions and Assessments, hereinafter called "the Declaration", applicable to the Tract, or any part thereof, recorded or to be recorded in the office of the Recorder of Franklin County, Ohio, as the same may be amended from time to time as provided therein, said Declaration being incorporated herein as is fully set forth herein;

- (d) have and exercise any and all powers, rights and privileges which a corporation organized under Chapter 1702 may now or hereafter have or exercise by law, provided that the Association shall neither have nor exercise any power, nor shall it engage directly or indirectly, in any activity that would invalidate its status as a tax-exempt organization under the Internal Revenue laws;
- (e) take any action necessary, expedient, incidental, appropriate or convenient to the carrying out of the foregoing purposes; and
- (f) without limiting the generality of the foregoing, and in furtherance of the aforesaid purposes, to:
 - (i) exercise all of the powers and perform all of the duties and obligations of the Association as set forth in the enabling declaration of Coronado Woods Condominium No. 1, a condominium created or to be created under the provisions of Chapter 5311 of the Revised Code of Ohio on a portion of the Tract, and as may be set forth in the declarations of additional condominiums created from portions of the Tract;
 - (ii) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration;
 - (iii) pay all expenses in connection with all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
 - (iv) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain,

- convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (v) borrow money, and with the assent of seventy-five percent (75%) of the members, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (vi) administer and enforce terms, conditions, covenants, restrictions and regulations upon, under and subject to which the Tract or any part thereof may now or hereafter be used, and to fix and provide any such terms, conditions, covenants, restrictions and regulations, and administer, enforce, alter, amend, change, add to, extend, waive, or terminate, in whole or in part, any of the same;
- (vii) provide the residents and owners of Units in the Tract with (a) normal utility services not separately provided to individual units, (b) services supplemental to municipal services, and (c) maintenance service;
- (viii) dedicate, sell or transfer all or any part of the Tract to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by members exercising not less than seventy-five percent (75%) of the voting power of members; and
- (ix) participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of members exercising not less than seventy-five percent (75%) of the voting power of members.

ARTICLE IV

MEMBERSHIP

At any time hereafter every person or entity who is then a record owner of a fee or undivided fee simple interest in any Unit

created from the Tract or any portion thereof pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio, which is subject by covenants of record to assessment by the Association, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Association.

ARTICLE V

VOTING RIGHTS

Each member of the Association shall be entitled to one vote for each Unit owned, and a proportionate part of a vote for a proportionate part of the fee simple interest in a Unit.

ARTICLE VI

BOARD OF TRUSTEES

Until December 31, 1978, the affairs of the Association shall be managed by a board of three (3) Trustees selected by American Housing Guild-Ohio, Inc. The names and addresses of the initial persons who are to act in the capacity of Trustees, until the selection of their successors, are:

<u>Name</u>	<u>Address</u>
Herbert L. Seltzer	137 East Livingston Avenue, Columbus, Ohio
Doris Viegel	137 East Livingston Avenue, Columbus, Ohio
William F. Drake	137 East Livingston Avenue, Columbus, Ohio

The number of Trustees thereafter, the manner of selection of these successor Trustees, and their terms of office shall be as set forth in the Association's By-Laws (Code of Regulations).

The Trustees shall exercise all of the powers and authority and discharge all of the duties of Trustees as defined in Chapter 1702 of the Revised Code of Ohio, and of the Board of Managers of any condominium in the Tract for which the Association is the unit owners' association.

No Trustee need be a member of the Association.

ARTICLE VII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by members exercising not less than seventy-five percent (75%) of the voting power of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association, both real and personal, shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that a dedication is refused acceptance, the assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to similar purposes.

ARTICLE VIII

DURATION

The Association shall exist perpetually.

ARTICLE IX

AMENDMENTS

Amendment of these Articles shall require the assent of members exercising not less than seventy-five percent (75%) of the voting power of members.

ARTICLE X

INCURRING OF DEBTS

Any indebtedness or liability, direct or contingent, must be authorized by the affirmative vote of a majority of the votes cast by the Trustees at a lawfully held meeting, provided that, if the Trustees engage the services of a professional property manager, the Trustees, subject to the limitations set forth hereinafter, may delegate to the manager the power and authority to incur indebtedness on behalf of the Association. The highest amount of indebtedness or liability, direct or contingent, to which this corporation may be subject at any one time shall not exceed one hundred fifty percent (150%) of its gross income for the previous fiscal year, except that additional amounts may be authorized by an affirmative vote of members exercising not less than seventy-five percent (75%) of the voting power of members.

ARTICLE XI

NOTICE AND QUORUM

Notice and quorum requirements shall be in accordance with the provisions of the Association's By-laws.

ARTICLE XII

INDEMNIFICATION

(1) Except as otherwise provided herein, every person who is or has been a Trustee or officer of the Association and his or her heirs and legal representatives, is hereby indemnified by the Association against expenses actually and necessarily incurred in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which he or she is or may be made a party by reason of being or having been such Trustee, officer, or employee; provided (a) he or she is adjudicated or determined not to have been negligent or guilty of misconduct in the performance of his or her duty to the Association of which he or she is a Trustee, officer, or employee, (b) he or she is determined to have acted in good faith in what he or she reasonably believed to be the best interests of the Association, and (c) in any matter the subject of a criminal action, suit, or proceeding, he or she is determined to have had no reasonable cause to believe that his or her conduct was unlawful. The determination as to (b) and (c) and, in the absence of an adjudication as to (a) by a court of competent jurisdiction, the determination as to (a) shall be made by the Trustees acting at a meeting at which a quorum consisting of Trustees who are not parties to or threatened with any such action, suit, or proceeding is present. Any Trustee who is a party to or threatened with any such action, suit, or proceeding shall not be qualified to vote, and if for this reason a quorum cannot be obtained to vote on such indemnification, no indemnification shall be made except in accordance with division (2) or (3) of this Article.

(2) The Association agrees to indemnify such Trustee, officer, or employee against expenses, judgments, decrees, fines, penalties, or amounts paid in settlement in connection with the defense of any pending or threatened action, suit, or proceedings, criminal or civil, to which he or she is or may be made a party by reason of being or having been such Trustee, officer or employee, provided a determination is made by the Trustees in the manner set forth in paragraph (1) of this Article: (a) that such Trustee, officer or employee was not, and has not been adjudicated to have been negligent or guilty of misconduct in

the performance of his or her duty to the Association, (b) that he or she acted in good faith in what he or she reasonably believed to be the best interest of the Association, and (c) that, in any matter the subject of a criminal action, suit, or proceeding, he or she had no reasonable cause to believe that his or her conduct was unlawful.

(3) Such indemnification shall not be deemed exclusive of any other rights to which such Trustee, officer, or employee may be entitled under regulations, any agreement, any insurance purchased by the Association, vote of members, or otherwise.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Ohio, I, the undersigned, the incorporator of this Association, have executed these Articles of Incorporation this 24 day of November, 1973.

Blake M. Danner

Blake M. Danner
21 E. State St.
Columbus, Ohio 43215

ARTICLES OF INCORPORATION

CORONADO WOODS ASSOCIATION

EXHIBIT A

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, a part of Block Section No. 8 in Section No. 7, Township 16 North, Range 20 West, Reference Lands, being a part of a 63.577 acres tract of lands conveyed to American Home Loan, Inc. by deed, as recorded in Deed Book 3258, Page 332, Franklin County Recorder's Office, Franklin County, Ohio and more particularly, bounded and described as follows:

Commencing at the intersection of the centerline of Main Street (U.S. Highway No. 40) and the present centerline of Waggoner Road (as relocated in 1954), said point marked by a stake, thence along the centerline of Waggoner Road, N. $23^{\circ}04'52''$ E., 375.79 feet; thence leaving said centerline of Waggoner Road, N. $83^{\circ}27'16''$ W., 41.73 feet to a point in the west right-of-way line of Waggoner Road, said point being also the true point of beginning of this description; thence leaving said west right-of-way line of Waggoner Road, N. $83^{\circ}27'16''$ W., 1,004.73 feet to the northeast corner of lands of Clyde H. Russell and to a point in French Run; thence along the east line of lands of Robert D. and Anna C. Wright, N. $0^{\circ}03'00''$ E., 202.37 feet to an iron pin (found) at the southeast corner of the Ralph D. and Mildred Shively tract (1.676 acres); thence along the east line of lands of Shively's, Jay R. and Virgene M. Miller, Paul A. and Jessie L. Pachuta, and the Board of Education of Reynoldsburg Local School District, N. $0^{\circ}03'00''$ E., 1,628.48 feet, to an iron pin (found) at the northeast corner of the Board of Education tract, being also a point in the south line of lands of C. E. Elwell, Bishop of the Roman Catholic Church, Diocese of Columbus, passing an iron pin (found) at the southeast corner of the Board of Education tract at 495.05 feet; thence along the south line of the Catholic Church property, S. $89^{\circ}26'41''$ E., 1,233.13 feet, to a point in the centerline of Waggoner Road (60 feet wide), said point being referenced N. $58^{\circ}47'02''$ W., 12.72 feet, from an iron pin (found) at the point of intersection of the tangents to the curve of the centerline of Waggoner Road; thence, along the centerline of Waggoner Road (60 feet wide) by the following described four (4) courses: (1) along a curve to the right, said curve having a radius of 572.96 feet, delta angle of $11^{\circ}10'43''$, and an arc length of 111.77 feet, the long chord of said curve bearing S. $5^{\circ}46'53''$ E., 111.61 feet; (2) S. $0^{\circ}05'32''$ E., 922.19 feet, to an angle point in the centerline of the road; (3) S. $0^{\circ}21'32''$ E., 150.12 feet; (4) along a curve to the right, said curve having a radius of 1,432.69 feet, delta angle of $9^{\circ}47'35''$, and an arc length of 244.88 feet, the long chord of said curve bearing S. $4^{\circ}32'15''$ E., 244.58 feet; thence leaving said centerline of Waggoner Road, N. $83^{\circ}27'16''$ W., 40.05 feet, to a point in the west right-of-way line of Waggoner Road; thence along the west right-of-way line of Waggoner Road by the following described two (2) courses: (1) along a curve to the right, said curve having a radius of 1,392.69 feet, delta angle of $13^{\circ}43'20''$, and an arc length of 139.70 feet, the long chord of said curve bearing S. $16^{\circ}17'57''$ W., 328.93 feet; (2) S. $23^{\circ}04'52''$ W., 251.22 feet, to the point of beginning contained herein, subject however to all legal highways, easements and restrictions of record.

Original Appointment of Agent

The undersigned, being at least a majority of the incorporators of Coronado Woods Association
(Name of Corporation)

hereby appoints Blake M. Danner

(Name of Agent)

a natural person resident in the county in which the corporation has its principal office, ~~XXXXXX~~

~~XXXXXX~~ Franklin County, Ohio

(Name of Corporation)

~~XXXXXX~~ upon whom (which) any process, notice or demand required or permitted by statute to be served upon the corporation may be served. His (Its) ~~XXXXXX~~

complete address is 21 E. State St.

(Street or Avenue)

Columbus

(City or Village)

Franklin

County, Ohio, 43215

(Zip Code)

Coronado Woods Association

(Name of Corporation)

Blake M. Danner
Blake M. Danner

(INCORPORATORS NAMES SHOULD BE TYPED OR PRINTED BENEATH SIGNATURES)

Columbus

Ohio

Nov. 21,

19 73

Coronado Woods Association

(Name of Corporation)

Gentlemen: ~~XXXXXX~~ hereby accept(s) appointment as agent of your corporation upon whom process, tax notices or demands may be served.

Blake M. Danner
(Signature of Agent or Agent of Corporation)

By

(Signature of Officer, Director and Title)

Remarks: All articles of incorporation must be accompanied by an original appointment of agent. There is no Ohio fee for this appointment.