

RECORDER  
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REVISED  
DECLARATION  
OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND ASSESSMENTS  
OF  
CORONADO WOODS

I HEREBY CERTIFY THAT THE  
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FRANKLIN COUNTY AUDITOR  
BY *Dorothy Powers*  
DEPUTY COUNTY AUDITOR

FRANKLIN COUNTY, OHIO  
MAY 5 1981  
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DECLARATION  
OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND ASSESSMENTS  
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DECLARATION  
OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND ASSESSMENTS

This is a Declaration creating covenants, conditions, restrictions and a private plan of assessments, made on the date hereinafter set forth by AMERICAN HOUSING GUILD-OHIO, INC., and Ohio corporation, hereinafter referred to as "Declarant".

Recitals

A. Declarant is the sole owner of the 53.021 acre tract of real property described in the description attached hereto and marked "Exhibit A", herein called "the Tract". A drawing outlining the boundaries of the Tract is attached hereto and marked "Exhibit A, page 2".

B. Declarant has constructed on the 3.847 acre portion of the Tract described in the description attached hereto and marked "Exhibit B", herein called "the Property", a series of nine ranch and townhouse structures (containing a total of forty dwelling units), and the necessary development improvements for the Property. The drawing attached hereto and marked "Exhibit C" outlines the boundaries of the Property (exclusive of the area marked "Recreation Parcel No. 1").

C. Declarant intends to submit the Property to the provisions of Chapter 5311 of the Revised Code of Ohio (herein referred to as "Chapter 5311"), and thereby create forty "units", as provided in Chapter 5311, and on the terms and subject to the conditions hereinafter set forth, to hereafter develop the remainder of the Tract with (i) ranch and townhouse structures similar to those on the Property, and as the same are developed, by phases, to subject these phases, from time to time, to this Declaration, and to submit the same to the provisions of Chapter 5311 and thereby create separate condominiums for each phase and a separate parcel for each dwelling unit in each phase, and (ii) develop portions of the Tract into recreation facilities for use of those who hereafter dwell on the Tract.

D. On the terms and subject to the conditions hereinafter set forth, Declarant hereby submits the Property to this plan of covenants, conditions, restrictions and private assessments to provide for the preservation of the values of and amenities in the Property, reserving the right, as hereinafter set forth, to add additional property from the Tract to this plan for the same purposes.

Declarations

Declarant hereby declares that all of the Property, and all additions to the Property, except as hereinafter otherwise provided, and the balance of the Tract, when so specified herein, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions and assessments, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions, conditions and assessments shall, unless otherwise specifically limited herein, run with the Property, and all additions to this plan, as hereinafter provided, shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and additions hereto, and shall inure to the benefit of each owner of any part thereof.

ARTICLE I

DEFINITIONS

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

Section 2. "Tract" shall mean that 53.021 acre tract of real property described in Exhibit A, into a portion of which Declarant has developed the Property, and the balance of which it desires and intends, on the terms and subject to the conditions set forth herein, to develop into additional townhouse structures and appurtenant facilities and recreation facilities.

Section 3. "Property" shall mean that certain 3.847 acre portion of the Tract described in Exhibit B. Such additions from the Tract, described in Exhibit A, as may hereafter be annexed to the Property, as hereinafter provided, shall, from and after such annexation, be and be deemed for all purposes hereof a part of the Property.

Section 4. "Common Area" shall mean all of the Property and additions thereto hereafter becoming "Common Areas and Facilities" under the provisions of Chapter 5311, as that term is defined therein.

Section 5. "Unit" shall mean each plot or portion of the Property, and additions thereto, that is created as a "unit" pursuant to the provisions of Chapter 5311.

Section 6. "Recreation facilities" shall mean such portion or portions of the Tract as the Declarant designates for recreation use, constructs recreation facilities thereon, and subjects to the provisions of this Declaration.

Section 7. "Member" shall mean and refer to the "Unit Owner," as defined herein, and/or his or her spouse residing within the same unit.

Section 8. "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 9. "Declarant" shall mean American Housing Guild-Ohio, Inc. and its successors and assigns if such successors or assigns should acquire a portion of the Tract from the Declarant for the purpose of development into condominium units.

## ARTICLE II

### ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. If on or before December 31, 1978, the Declarant should develop additional lands within the Tract (described in Exhibit A), and submit the same to the provisions of Chapter 5311, or develop recreation facilities on the Tract for use of those who dwell on the Tract, these additional lands and facilities may be annexed to the Property by Declarant, at its sole discretion, without consent of the Trustees or members, by the execution and recording by Declarant of a Supplemental Declaration describing the portion of the Tract to be annexed and reciting that the provisions hereof shall be applicable thereto.

Section 2. From and after January 1, 1979, additional portions of the Tract may be subjected to the provisions hereof upon the affirmative vote of a majority of the Board of Trustees of the Association, by the execution and recording by the Association of a Supplemental Declaration describing the portion of the Tract to be annexed and reciting that the provisions hereof shall be applicable thereto.

Section 3. Upon subsection of additional portions of the Tract hereto, the rights, easements, covenants, restrictions and assessment plan set forth herein shall run with and bind the land of such additional portions of the Tract and inure to the benefit of and be the personal obligation of the Unit owners thereon in the same manner, to the same extent and with the same force and effect that this Declaration applies to the Property and its Unit owners.

Section 4. Every person or entity who is an owner of any Unit in such additional portions of the Tract that are subjected hereto shall be a member of the Association on the same terms and subject to the same qualifications and limitations as those members who are then owners of Units.

Section 5. In all other respects, all of the provisions of this Declaration shall include and apply to such additional portions of the Tract included in any such Supplemental Declaration, including any Units and any additions to the Common Areas situated therein, and any recreation facilities subjected hereto, and the owners, mortgagees and lessees thereof, with equal meaning and of like force and effect.

ARTICLE III

THE ASSOCIATION

Section 1. Establishment of the Association.

Declarant has caused to be formed an Ohio corporation, not-for-profit, called Coronado Woods Association, "the Association", for the purpose of and which shall administer the Property.

Section 2. Membership.

Every owner of a Unit that is subjected hereto is hereby declared to be a member of the Association. Membership is appurtenant to and shall not be separated from ownership of a Unit. Each owner, by acceptance of a deed or other conveyance of a Unit, thereby becomes a member. When more than one person is an owner of a Unit, all such persons shall be members.

Section 3. Voting Rights.

Except as herein specifically otherwise provided, each Unit shall be entitled to one vote. If any Unit is owned by more than one owner, each owner shall have a fraction of a vote equal to his, her or its undivided interest in that Unit.

Section 4. Board of Trustees.

The Board of Trustees of the Association shall be of the number and serve the terms set forth in the Association's Articles of Incorporation or the Association's Code of Regulations (By-Laws). Members of the Board of Trustees shall be members of the Association; however, a non-member who owns sixty percent (60%) or more of any unsold and unoccupied units, may nominate one (1) non-voting Trustee to the Board of Trustees under the terms set forth in the By-Laws.

Section 5. Authority of the Association.

The Association, subject to any specific limitations set forth herein, at its expense, shall be responsible for and have authority to manage, maintain, repair, replace, alter and improve the Common Area and any recreation facilities added hereto, assess and collect funds for the payment thereof, and do all things and exercise all rights provided by law for condominium associations created by reason of submission of portions of the Tract to the provisions of Chapter 5311 this Declaration, or the Association's Articles of Incorporation or Code of Regulations (By-Laws).

The Association may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority to a managing agent may be evidenced by one or more management contracts which, subject to the foregoing contracting limitations, may provide for the payment of reasonable compensation to the managing agent. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant to act in such capacity, from being employed as managing agent. The managing agent, or the Association's Board of Trustees if there is no managing agent, shall have the authority to enter into agreements with Declarant or one or more firms affiliated with Declarant for the management, maintenance and repair of the Common Area and any recreation facilities.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Easements of Enjoyment; Limitations.

Every Unit owner shall have a right and easement of enjoyment in and to the Common Area and any recreation facility added hereto, which right and easement shall be appurtenant to and shall pass with the title to each Unit, subject to the following provisions:

- A. the right of the Association's Board of Trustees to charge reasonable admission and other fees to guests and non-members for the use of recreation facilities, to limit the number of



guests of Unit owners using the recreation facilities, and to make reasonable rules and regulations, through majority vote of the Board of Trustees, concerning the use and management of the Common Area and any recreation facilities;

- B. the right of the Association to dedicate or transfer all or any part of the recreation facilities to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Unit owners. Such dedication or transfer shall be effective if an instrument signed by Unit owners constituting seventy-five percent (75%) of the voting power of Unit owners agreeing to such dedication or transfer has been recorded;
- C. the right of the Association to borrow money for the purpose of improving recreation facilities and in aid thereof to mortgage the same;
- D. the right of the Association to levy assessments as provided in this Declaration;
- E. the right of the Association to suspend the voting rights and right to use of recreation facilities by a member for any period during which any assessment against his or her unit remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and,
- F. the rights and easements vested in others hereinafter set forth.

Section 2. Delegation of Use.

Any Unit owner may delegate, in accordance with rules and regulations adopted by the Board of Trustees, that Unit's right of enjoyment to the Common Area and the recreation facilities to the members of that Unit owner's family, tenants, or contract purchasers who reside on that Unit.

Section 3. Recreation Facilities.

The Declarant hereby covenants for itself, its successors and assigns, that it will convey to the Association fee simple title, free and clear of all liens and encumbrances except taxes not then due and payable:

- A. to "Recreation Parcel No. 1", as the same is described on "Exhibit D" hereto, and shown and so designated on "Exhibit C" hereto, at or prior to the time of the closing of the sale of the first unit in the Property;
- B. to "Recreation Parcel No. 2", as the same is described on "Exhibit D-1" hereto, at or prior to such time, if any, as the sale of the forty-first unit in the Tract is closed; and
- C. to "Recreation Parcel No. 3", as the same is described on "Exhibit D-2" hereto, at or prior to such time, if any, as the sale of the one hundred first unit is closed.

All of these areas and improvements constructed thereon, are referred to herein as "recreation facilities".

Declarant reserves the right, at its sole discretion, to determine whether to construct additional recreation facilities on the Tract, and if determines to do so, what facilities to construct thereon. However, Declarant covenants and agrees that if does construct any recreation facilities on the Tract, it will submit the same to the provisions hereof and convey the same to the Association free and clear of all liens and encumbrances except taxes not then due and payable, forthwith upon completion of those recreation facilities.



## ARTICLE V

GRANTS AND RESERVATIONS OF EASEMENTSSection 1. Easements for Repair, Maintenance and Restoration.

The Association shall have a perpetual right of access and an easement to, over and through all of the Property, including each Unit, for ingress and egress and all other purposes which enable the Association to perform its obligations, rights and duties with regard to maintenance, repair, restoration and/or servicing of any items, Units, things, or areas of or on the Property.

Section 2. Easements for Encroachments.

Each Unit and the Common Area shall be subject to an easement for encroachments on any other Unit and upon the Common Area created by deviations in construction, settling, and overhangs. A valid easement for these encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event a structure is partially or totally destroyed, and then rebuilt, the Unit owners of the properties so affected agree that minor encroachments on parts of the adjacent structures or Common Area due to construction shall be permitted and that a valid easement for this encroachment and the maintenance thereof shall exist.

Section 3. Easement for Support.

Every portion of a building or utility easement and line or any improvement on any portion of the Property contributing to the support of another building, utility easement and line, or improvement of another portion of the Property, shall be burdened with an easement of support for the benefit of all other such buildings, utility easements and lines, improvements and other portions of the Property.

Section 4. Easement for Access.

A non-exclusive easement is hereby reserved to Declarant, its successors and assigns, for the benefit of it and future owners and residents of portions of the Tract, for pedestrian and vehicular ingress and egress to and from any recreation facilities and the portions of the Property devoted to drives and walkways, and each portion of the Tract.

Section 5. Easements for Utilities.

A. There is hereby created upon, over and under all of the Property, and such portions of the Tract as may from time to time be submitted to the provisions of Chapter 5311, easements to the Association, and to the utility company involved, and reserved hereby to Declarant, for ingress, egress, installation, replacing, repairing, and maintaining all utilities, including, but not limited to water, sewers, gas, telephones and electricity. Pursuant to this easement it shall be expressly permissible for the providing electrical and/or telephone company to construct and maintain the necessary poles and equipment and to construct and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roof and exterior walls of structures. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Trustees shall have the right to grant such easement without conflicting with the terms hereof.

B. Each Unit owner in any portion of the Tract which shall be submitted to the provisions of Chapter 5311 shall have a non-exclusive perpetual easement over, on, and under any other portion of the Tract which is submitted to the provisions of Chapter 5311, to maintain, use, repair, and replace all existing sidewalks and roadways of such other portion used by such Unit owner as ingress or egress to his or her property, provided, that no Unit owner shall have the right to make any repair or replacement without the written consent of the Board of Trustees.

C. The removal of any portion of the Tract from the provisions of Chapter 5311 after such portion has been submitted thereto shall extinguish the aforesaid easements of all owners thereof over, on, or under the remaining portions of the Tract, but shall not affect the above easements of all remaining Unit owners over, on and under the removed portion.

D. Declarant reserves a non-exclusive right and easement over, on, and under the Common Area, to tie into and extend all existing utility lines and private roadways in order to serve all future areas developed within the Tract.

Section 6. Easement for Services.

A. A perpetual non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, municipal garbage and trash removal personnel, and all similar persons, to enter upon the Common Area and recreation facilities in performance of their duties.

B. An easement is hereby granted to the Association, its Board of Trustees and delegates, for so long as the Association exists, to enter upon the Common Area and recreation facilities in the performance of the Association's duties.

Section 7. General.

The easements and grants provided herein shall in no way affect any other recorded grant or easement on the Property or the Tract.

ARTICLE VI

RESTRICTIONS

Section 1. Use.

The Property shall be used for single family residential purposes and common recreational purposes auxiliary thereto and for no other purpose except for purposes reserved Declarant herein and except as hereinafter specifically provided otherwise. The recreation facilities shall be used for recreation for residents of portions of the Tract, and their guests and such others as may be determined by the Board of Trustees, and for no other purpose. The parking of motor vehicles on the Common Area and the recreation facilities shall be subject to such rules and regulations as the Board of Trustees may from time to time establish. It shall be expressly permissible for Declarant to maintain during the period of its sale of Units, upon those portions of the Property as it deems desirable, those facilities it deems reasonably required, convenient or incidental to the construction and sale of Units, including, but without limiting the generality of the foregoing, a business office, storage area, construction yard, signs, models, and sales office.

Section 2. Hotel and Transient Uses.

No Unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as (a) rental for any period less than thirty (30) days, or (b) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and like services, or (c) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only.

Section 3. Exterior Unit Areas.

A. Nothing shall be caused or permitted to be hung, displayed, or stored on the outside of windows or placed on the outside walls of a building or otherwise outside of a Unit or any part thereof, and no sign, awning, canopy, shutter or radio or television antenna or chimney or stove pipe or any other device or ornament shall be affixed to or placed upon the exterior walls or roof or any part thereof, other than originally provided by Declarant, or as authorized by the Board of Trustees. Unless otherwise determined by the Board of Trustees, in its sole discretion, it shall be permissible for one sign advertising a Unit for sale or rent, not exceeding 18 inches by 24 inches in size, to be placed on the inside of one window of a Unit. Nothing shall be permitted to be displayed from the inside of windows of Units that is determined by the Board of Trustees to have a deleterious effect upon other Units or upon the decor of the Property.

B. No structure, planting, or gardening shall be done outside of a Unit, and no fences, hedges or walls shall be erected or maintained, except such as are installed initially by the Declarant or as authorized by the Board of Trustees.

Section 4. Common Area and Recreation Facilities Use.

A. No part of the Common Area or recreation facilities shall be used by anyone other than the Association for the storage or maintenance of any signs, goods, machinery, material or other item or device, nor shall clothes, sheets, blankets, laundry, or other articles of any kind be hung out or exposed on any part thereof visible from the outside, nor shall there be playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Area or recreation facilities except in accordance with rules and regulations therefor adopted from time to time by the Board of Trustees.

B. The Board of Trustees may, from time to time, adopt reasonable rules and regulations for use of the Common Area and recreation facilities, which rules and regulations shall be enforceable as fully and to the same extent as all other restrictions herein.

Section 5. Nuisances.

A. No noxious or offensive activity shall be carried on upon any Unit, the Common Area or the recreation facilities, nor shall any be used in any way for any purpose which may endanger the health or unreasonably disturb any Unit owner or any resident of a Unit.

B. The parking of inoperative or unlicensed motor vehicles on either the Common Area or the recreation facilities, or the parking of vehicles in violation of rules and regulations promulgated pursuant to the provisions of Section 1, Article VI hereof, shall, per se, constitute a nuisance, and the Board of Trustees shall have the explicit authority to remove any such vehicle, at the cost of the owner thereof, at any time twenty-four (24) hours or more after a notice has been placed thereon demanding its removal.

Section 6. Replacements.

Any building erected to replace an existing building containing Units shall be of new construction, be of comparable size, design and construction to that replaced, and shall contain a like number of Units of comparable size to the Units in the building replaced. There shall not be constructed or maintained on any portion of the Common Area not at the time of submission to the provisions of Chapter 5311 devoted to residential buildings or a part of a Unit, nor on recreation facilities submitted hereto, anything other than facilities for the common use of all Units.

Section 7. Structural Soundness.

Nothing shall be done in any Unit, or in, on or to the Common Area or recreation facilities, which will impair or change the structural soundness of any improvement.

Section 8. Animals.

Except as hereinafter provided, no animals, livestock, or poultry of any kind shall be raised, bred or kept on any Unit. Notwithstanding the foregoing, small household domestic pets, not in excess of a total of two, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that (a) no such animal shall be permitted in any portion of the Common Area or the recreation facilities except on a leash maintained by a responsible person, (b) the permitting of attended leashed animals on the Common Area or the recreation facilities shall be subject to such rules and regulations as the Association's Board of Trustees may from time to time establish, and (c) the right of a Unit owner to maintain an animal in a Unit shall be subject to termination if the Board of Trustees, in its full and complete discretion, determines that the maintenance of the animal in the Unit constitutes a nuisance.

Section 9. Conveyances.

Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.

Section 10. Discrimination.

No action shall at any time be taken by the Association or its Board of Trustees which in any manner would discriminate against any Unit owner or owners in favor of another Unit owner or owners.

Section 11. Arbitration.

In the event of any dispute between Unit owners as to the application of these restrictions or any rule or regulation to any particular circumstance, the party aggrieved shall submit a complaint in writing to the Board of Trustees specifying the dispute. The Board of Trustees shall set a time, date and place for a hearing thereon within twenty (20) days thereafter and give written notice to each party thereof no less than three (3) days in advance. The Board of Trustees shall thereupon hear such evidence on the dispute as they deem proper and render a written decision on the matter to each party within thirty (30) days thereafter. No action at law may be instituted by either party to such a dispute unless arbitration pursuant hereto has first been had.

ARTICLE VII

ENVIRONMENTAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property or additions hereto, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Trustees of the Association, or by an environmental control committee composed of three (3) or more representatives appointed by the Board.

ARTICLE VIII

MAINTENANCE

Section 1. General Maintenance.

The Association, at its expense, shall be responsible for the maintenance, repair and replacement of those portions of each family unit which contribute to the support of the building and those appliances that service more than one unit, excluding however, interior walls, ceiling and floor surfaces. In addition, the Association shall maintain, repair and replace all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services which may be located within the family unit boundaries, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual family owner/occupier under any other provision of this declaration.

The Association shall maintain, repair and operate the recreation facilities and all of the Common Area, including but not limited to exteriors of buildings, utility facilities serving more than one Unit, exterior lighting, lawns, shrubs, trees, interior drive areas, walkways, and recreation areas and improvements thereon. The Association shall also provide maintenance and repair to the buildings and structures of which Units are a part, including but not limited to painting, repair and replacement of roofs, gutters, downspouts, exterior building surfaces, exteriors of patios, carports and other exterior improvements.

Section 2. Individual Maintenance.

The responsibility of each family unit owner shall be as follows:

- A. To maintain, repair and replace at his expense all portions of the family unit, and all internal installations of such family unit such as appliances, heating, plumbing, electrical

and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the family unit boundaries. This includes any damage caused by the above mentioned fixtures or installations.

- B. To maintain and repair all patios, balconies, windows, doors, vestibules and entryways and of all associated structures and fixtures therein, which are appurtenances to his family unit. Herein included are: glass surfaces, the interior of patios, screens and screen doors, exterior door and window fixtures and exterior covering thereof, fixtures and equipment installed within structures on a Unit, and serving only that Unit, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the interior of the perimeter walls of a Unit, and any ground surface to the extent a part of a Unit.
- The foregoing also includes, without limitation, responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances.
- C. To perform his responsibilities in such a manner so as not unreasonably to disturb other persons residing within the buildings.
- D. Not to paint or otherwise decorate or change the appearance of any portion of the unit not within the walls of the unit, unless the written consent of the Association is obtained.
- E. To report promptly to the Association or its Business Manager any defect or need for repairs, the responsibility for the remedying of which is with the Association.
- F. Not to make any alterations in the portions of the family unit or the buildings which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the buildings without first obtaining the written consent of the Association and of the owner or owners for whose benefit such easement exists.

In the event that the need for maintenance or repair of the exterior of a particular Unit or of any part of the Common Area or the recreation facilities is caused by the negligent or intentional act of any Unit owner or persons residing in any Unit within the Property, the Association shall maintain or repair the same, but the cost of such maintenance and repair shall constitute a special individual unit assessment on the Unit owned by such Unit owner or occupied by such persons. The determination that such maintenance or repair has been so caused shall be made by a majority of the Board of Trustees. Maintenance and repair of all portions of a Unit other than that specifically hereinbefore provided to be maintained and repaired by the Association, including without limitation, the interior of a Unit, shall be by the Unit owner. In the event a Unit owner shall fail to maintain his Unit and improvements situated thereon to such an extent that, in the opinion of the Board of Trustees, the conditions require maintenance, repair or service for purposes of protecting the public safety of residents in or visitors to the Property or the recreation facilities, or to prevent or avoid damage to or destruction of any part, portion, or aspect of the value thereof, the Association shall have the right, after approval of a majority of the Board of Trustees, to enter upon said Unit and to maintain, repair or service the same. The cost of such maintenance, repair or service shall be added to and become a special individual unit assessment, as hereinafter provided.

Section 3. Any maintenance or repair not delineated under Sections 1 and 2 above, shall within a reasonable time after discovery thereof, be submitted by the unit owner/occupant to the Board of Trustees for decision as to the assumption of financial responsibility for such maintenance or repair.



ARTICLE IX

INSURANCE

Section 1. Fire Insurance.

The Board of Trustees shall have authority to and shall obtain insurance for all improvements, a part of the recreation facilities, from and after the time they are submitted hereto, against loss or damage by fire or other insurable hazards in such amount as they shall from time to time determine. Fire and extended coverage insurance or fire extended coverage broad form coverage and optional perils and/or all risk coverage for the buildings in the Property shall be maintained by the Association on the terms and subject to the conditions set forth in the Declarations of Condominium.

Section 2. Liability Insurance.

The Board of Trustees shall have authority to and shall obtain broad form public liability insurance covering the Association, themselves, all Unit owners and members of their respective families and other persons residing with them in the Property, their tenants, and all persons lawfully in possession or control of any part of the Property, against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from the Common Area or the recreation facilities, in such amounts as they deem desirable.

Section 3. Other.

It shall be the individual responsibility of each Unit owner at that Unit owner's expense to provide, as that Unit owner sees fit, homeowner's liability insurance, theft, vandalism and other insurance covering personal property damage and loss.

ARTICLE X

COVENANTS FOR ASSESSMENTS AND ASSESSMENT LIENS

Section 1. Creation of Assessments.

The Declarant, for each Unit submitted to Chapter 5311 owned by it, hereby covenants and agrees to pay, and each Unit owner, by acceptance of a deed therefor (whether or not it shall be so expressed in such deed) is deemed to covenant and agree to pay to the Association (i) annual operating expenses, (ii) special assessments for capital improvements, and (iii) special individual unit assessments. All of these assessments are to be assessed, levied, and collected as hereinafter provided.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement, maintenance, repair and replacement of the Common Area and recreation facilities, as provided in this Declaration. More particularly, but without limiting the generality of the foregoing, the assessments shall be used for payment of the following:

- A. Annual Operating Assessments: (i) the general maintenance and repair services described in Article VIII, Section 1, hereof, (ii) taxes on the recreation facilities, (iii) insurance premiums for insurance provided pursuant hereto, (iv) the operation, management and administration of the Association, including, but not limited to, fees to a property manager, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs incurred to perform these services, (v) a general operating reserve to assure availability of funds for these purposes, and (vi) reserve funds for replacement of capital improvements (the latter two established pursuant to the provisions of Section 3A of this Article X).

- B. Special Assessments for Capital Improvements: the expense to construct, reconstruct, or replace capital improvements a part of the Common Area and the recreation facilities, including personal property and fixtures (other than to pay for individual unit repair and maintenance, as described in Article VIII, Section 2, hereof), to the extent funds in the reserves for capital improvements are insufficient therefor.
- C. Special Individual Unit Assessments: individual unit maintenance and repair services as described in Article VIII, Section 2, hereof.

Section 3. Levy, Amount and Due Dates of Assessments.

A. Annual Operating Assessments.

(i) The Board of Trustees shall establish and maintain a general operating reserve fund to assure availability of funds for normal operations of the Association. This reserve fund shall be established with the objective of receiving and retaining therein an amount equal to twenty-five percent (25%) of the amount reasonably deemed necessary to defray all other annual operating costs (exclusive of reserves) for a period of one (1) year. There shall initially be assessed, charged, allocated, collected and paid into this fund a sum equivalent to not less than three percent (3%) of the annual operating assessments otherwise chargeable, without reserves, for operating expenses. This reserve fund charge may be suspended by the Board of Trustees during such time or times, if any, as the fund has reached an amount equal to twenty-five percent (25) of the then estimated aforesaid costs, but shall be reinstated during such periods of time as the fund has fallen below said twenty-five percent (25%).

(ii) The Board of Trustees shall establish and maintain a reserve fund for replacement of capital improvements a part of the Common Area and recreation facilities to assure the availability of funds for the normal replacement of these capital improvements, including building roofs and structures, private streets, etc. This reserve fund shall be established with the objective of receiving and retaining therein an amount equal to no less than the average annual amount required, in the reasonable opinion of the Board of Trustees, over each next succeeding ten-year period, to make all desirable or necessary repairs and replacements of these capital improvements. The Board of Trustees shall determine this amount, from time to time, and assess, charge, allocate, collect and pay into this fund such sum as is calculated, together with all funds already therein to equal this amount within a period of five (5) years. This reserve fund charge may be suspended by the Board of Trustees, from time to time, during such time or times, if any, as the fund has reached the aforesaid amount, but shall be reinstated during such periods of time as the fund has fallen below said amount.

(iii) The estimated amount of all funds necessary for all operating expenses of the Association for the balance of 1973, and for each ensuing calendar year thereafter, including the annual amount to be assessed for the general operating reserve fund for the replacement of capital improvements, shall be established by the Board of Trustees prior to the beginning of each such year or part year.

(iv) The Board of Trustees shall prorate the estimated amount of the annual operating assessment, determined as aforesaid (including the aforesaid reserves), and prorate this amount in equal shares among all Units. This shall be the annual operating assessment for each Unit.



(v) The annual operating assessments shall be payable in advance, in equal monthly installments. The due dates of any such installments shall be established by the Board of Trustees and, unless otherwise provided, the Association shall collect on or before the first day of each month from the Unit owner one-twelfth (1/12th) of the annual operating assessment for that Unit. In the event that any such installment is not paid, in full, when due, the entire assessment shall thereupon become due and payable.

(vi) If the amounts so collected are, at any time, insufficient to pay all obligations for which those funds are to be used, the deficiency shall be assessed by the Board of Trustees among the Units in equal shares.

(vii) If the amounts so collected during any calendar year are in excess of the funds necessary to meet the anticipated expenses for which the same have been assessed, the excess shall be allocated and paid into the reserve fund applicable to that type of expense and shall in no event be deemed common profits nor available, except on dissolution of the Association, for distribution to Unit owners, provided, however, if the Board of Trustees should determine that the retention of any assessments collected in excess of reasonable reserves and ordinary and necessary expenses would disqualify the Association from tax-exempt status under any applicable tax laws, or would subject any proceeds to taxation, the Board of Trustees, in its discretion, may refund all or any portion of such excess equally among the owners of Units at the time of such distribution; provided, further, that any interest therein shall be so divided among only those who are Unit owners at the time of distribution without regard to the question of who was the owner at the time of assessment or collection.

B. Special Assessments for Capital Improvements.

(i) In addition to the annual operating assessments hereinbefore authorized, the Association's Board of Trustees may levy, in any calendar year, special assessments to construct, reconstruct, or replace capital improvements on the Common Area and recreation facilities, to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements shall not be constructed nor funds assessed therefor without the prior affirmative vote of a majority of the voting power of members.

(ii) Any such assessment shall be prorated among all Units in equal shares, and shall become due and payable on such date or dates as the Board of Trustees determines and gives written notice to the Unit owners.

C. Special Individual Unit Assessments.

The Association's Board of Trustees may levy an assessment against an individual Unit, or Units, to reimburse the Association for those costs incurred in connection with that Unit or Units, pursuant to the provisions of Article VIII, Section 2, hereof. Any such assessment shall become due and payable on such date as the Board of Trustees determines, and gives written notice to the Unit owner or Unit owners subject thereto.

Section 4. Effective Date of Assessment.

Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board of Trustees to the Unit owner subject thereto at least fifteen (15) days prior to the due date thereof, or the due date of the first installment thereof, if to be paid in installments. Written notice delivered to a Unit owner's unit shall constitute notice to that Unit owner, unless the Unit owner has delivered written notice to the Board of Trustees of a different address to which such notices are to be delivered, in which event the mailing of the same by U. S. Mail, postage prepaid, to that last designated address, shall constitute notice to that Unit owner.

Section 5. Effect of Nonpayment of Assessments; Remedies of the Association.

A. If any installment of any assessment is not paid within ten (10) days after the same has become due, the entire unpaid balance of the Assessment for that calendar year shall, at the option of the Board of Trustees, without demand or notice, forthwith become due and payable, and bear interest thereafter at the rate of eight percent (8%) per annum.

B. Annual operating and both types of special assessments, together with interest, costs and reasonable attorney's fees involved in any collection thereof, shall be a charge and a continuing lien in favor of the Association upon the Unit against which each such assessment is made, from the time it is due, as fixed by the Board of Trustees under the terms of this Declaration.

C. At any time after an assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for the entire unpaid balance of that assessment may be filed with the Recorder of Franklin County, Ohio, pursuant to authorization given by the Board of Trustees. The certificate shall contain a description of the Unit against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments, and shall be signed by the president or other officer of the Association designated by the Board of Trustees.

D. The lien provided for herein shall remain valid for a period of five (5) years from the date it was created and arose, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien as hereinafter provided.

E. Any Unit owner who believes that an assessment chargeable to his or her Unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that Unit owner or Unit owners, may bring an action in the Court of Common Pleas of Franklin County for the discharge of that lien. In any such action, if it is finally determined that a portion of the assessment has been improperly charged to that owner or that owner's Unit, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

F. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the joint and several personal obligation of the Unit owner or Unit owners of that Unit at the time when the assessment fell due. The obligation for delinquent assessments shall not be the personal obligation of that Unit owner or Unit owner's successors in title, unless expressly assumed by the successor, provided, however, that the right of the Association to a lien against that Unit, or to foreclose any lien thereon for those delinquent assessments, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

G. The Association, as authorized by the Board of Trustees, may file a lien to secure payment of the entire unpaid balance of a delinquent assessment, and interest, or bring an action at law against the Unit owner or owners personally obligated to pay the same, or an action to foreclose the lien, or both. In any such foreclosure action, the Unit owner or Unit owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action, and the Association as Plaintiff in any such action shall be entitled to become a purchaser at the foreclosure. In any action at law or for foreclosure, interest, costs and reasonable attorney's fees of such action shall be added to the amount of any such assessment, to the extent permitted by Ohio law.

H. No owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the Common Area or recreation facilities, or by abandonment of his or her Unit.

Section 6. Subordination of the Lien to First Mortgages.

The lien of the assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage recorded prior to the filing of a certificate of lien of an assessment pursuant hereto, and to the lien of real estate taxes and special and general assessments levied by a public body on that Unit.

Section 7. Exempt Property.

All portions of the Property dedicated to, and accepted by, a public authority, and the recreation facilities shall be exempt from the assessments thereinbefore created.

Section 8. Local Government Assessments.

In the event any governmental body, should, in connection with a sewer, water, street, street lighting, or sidewalk improvement, or similar improvement, or maintenance program, or other governmental action, levy an assessment against all or any part of the recreation facilities, those assessments shall be shared among all Units, in equal shares, and if the same is paid by the Association, the same shall forthwith upon such payment be assessed by the Association, in equal shares, among all Unit owners.

Section 9. Certificate Regarding Assessments.

The Association shall, upon demand, furnish a certificate signed by the President, Secretary, or other designated officer of the Association, setting forth whether the assessments on a specified Unit have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Covenants Running With the Land.

The covenants, conditions, restrictions, easements, reservations, liens and charges created by this Declaration shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Property, and their respective heirs, executors, administrators, successors and assigns, and except as otherwise provided herein, shall be amended only by the affirmative vote of members of the Association exercising not less than seventy-five percent (75%) of the voting power of members.

Section 2. Severability.

Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3 Enforcement.

In addition to any other remedies provided in this Declaration, Declarant, the Association, or any member, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by or through its administrative rules and regulations. Failure by Declarant, the Association or by any member to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge.

Section 4. 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 either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 5. Captions.

The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

IN WITNESS WHEREOF, the undersigned, by two officers duly authorized by its Board of Trustees, has caused this instrument to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_.

Signed and acknowledged  
in the presence of:

Paul Carter President  
Thomas W. Smith Vice President

STATE OF OHIO  
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and state, personally appeared Paul Carter and Thomas W. Smith, the President and Vice President, respectively, of Coronado Woods Association, each of whom acknowledged the signing of the same as his free and voluntary act and deed as such officer and the free and voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 27<sup>th</sup> day of April 1981.

Stephanie A. Flickinger  
Notary Public

STEPHANIE A. FLICKINGER  
NOTARY PUBLIC, STATE OF OHIO  
FRANKLIN COUNTY  
M: COMMISSION EXPIRES SEPT. 18, 1982

April 27, 1981