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**BY-LAWS  
OF  
COOPER PLACE ASSOCIATION**

**ARTICLE I**

**Name and Location.** The name of the corporation is COOPER PLACE ASSOCIATION, hereinafter referred to as the "Association." The principal office of the corporation shall be located at Dayton, Montgomery County, Ohio, but meetings of Members and Trustees may be held at such places within the State of Ohio, County of Montgomery, as may be designated by the Board of Trustees.

**ARTICLE II**  
**DEFINITIONS**

**Section 1. Association.** The term "Association" shall mean and refer to Cooper Place Owners Association, a non-profit corporation, its successors and assigns.

**Section 2. Owner.** The term "Owner" sometimes called Unit Owner, shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to a Lot, including contract Sellers, but excluding those having an interest as security for the performance of an obligation. Notwithstanding any applicable theory of mortgages, the term shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or other proceedings in lieu of foreclosure.

**Section 3. Declarant.** This term will refer to Wallick Associates, and to its successors and assigns.

**Section 4. Properties.** This term has reference to the land as may from time to time be subjected to the provisions of this Declaration.

**Section 5. Lot.** The term "Lot" herein used has reference to the real estate that, improved with a Unit, will be conveyed to the Owner.

**Section 6. Building.** The term "Building" or "Buildings" shall mean and refer to the group of Units that are attached together in a single building complex. A Building shall contain two or more Units, each Unit being attached to real estate. The Units in a Building will be of a townhouse style in that the living area will be located on more than one floor, one above the other.

**Section 7. Unit.** The term "Unit" refers to each separate living area in the Buildings.

**Section 8. Common Area.** Common Area shall mean that area not devoted to Lots, bounded by Second Street on the south, Harries Avenue on the west, Ice Avenue of the north, and Patterson Boulevard on the east, all in Dayton, Ohio. Common Area will include the lawn space and open areas that are utilized by more than one Owner, but will exclude the dedicated streets. Common Area will be owned by the City of Dayton.

**Section 9. Common Expense.** The term "Common Expense" means those expenses designated as common expenses in this Declaration to be shared by all of the Owners.

**Section 10. Trustees.** The term "Trustees" shall mean and refer to the duly elected Board of Trustees of the Association.

**Section 11. Members.** "Members" shall mean and refer to the Members of the Association. All Lot Owners shall be Members of the Association and said membership is coupled with ownership of a Lot and cannot be separated.

### **ARTICLE III**

#### **MEETING OF MEMBERS**

##### **Section 1. Annual Meetings.**

The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular meeting of the Members shall be held in April of each year thereafter, the exact time and date to be established by the Trustees.

##### **Section 2. Special Meetings.**

Special meetings of the Members may be called at any time by the president or by the Board of Trustees, or upon written request of the Members who are entitled to vote ONE FOURTH (1/4th) of all of the votes of the Class A membership.

##### **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 15 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. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

##### **Section 4. Quorum.**

The presence at the meeting of Members entitled to cast, or proxies entitled to cast, ONE-THIRD (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

**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. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of this Lot.

**ARTICLE IV**

**BOARD OF TRUSTEES: SELECTION: TERM OF OFFICE**

**Section 1. Number.**

The affairs of this Association shall be managed by a Board of THREE (3) trustees who need not be Members of the Association.

**Section 2. Term of Office.**

At the first annual meeting the Members shall elect ONE (1) trustee for a term of one year, ONE (1) trustee for a term of two years and ONE (1) trustee for a term of three years; and at each annual meeting thereafter the Members shall elect trustees for a term of three years.

**Section 3. Removal.**

Any trustee may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a trustee, his successors shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

**Section 4. Compensation.**

No trustee shall receive compensation for any service he may render to the Association. However, any trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

**Section 5. Action taken Without a Meeting.**

The trustee 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 election to the Board of Trustees 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 prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for 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. Such nominations may be made from among Members of non-members.

**Section 2. Election.**

Election to the Board of Trustees shall be by secret written ballot. At such election 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 Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**ARTICLE VI**

**MEETINGS OF TRUSTEES**

**Section 1. Regular Meetings.**

Regular meetings of the Board of Trustees shall be held semi-annually without notice, 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 Association, or by any two trustees, after not less than THREE (3) days notice to each trustee.

**Section 3. Quorums.**

A majority of the number of trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**ARTICLE VII**

**POWERS AND DUTIES OF THE BOARD OF TRUSTEES**

**Section 1. Powers.**

The Board of Trustees shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

- (b) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.
- (c) 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 Directors; and
- (d) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

**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 which such statement is requested in writing by ONE-FOURTH (1/4th) of the Class A Members who are entitled to vote;
- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) As more fully provided in the Declaration, to:
  - (1) Fix the amount of the annual assessment to every Owner subject thereto at least THIRTY (30) days in advance of each annual assessment period;
  - (2) Send written notice of each assessment to every Owner subject thereto at least THIRTY (30) days in advance of each annual assessment period;
  - (3) Foreclose the lien against any property for which assessments are not paid within THIRTY (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.
- (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 a certificate states an assessment has not been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- (g) Cause the common area to be maintained.

**Section 3. Managing Agent.**

The Association by its Trustees may delegate all or any portion of its authority to discharge its maintenance and repair responsibilities to one or more independent contractors or to a managing agent. Such delegation shall be evidenced by a management contract for a term not to exceed two (2) years in duration, which shall provide for the payment of reasonable compensation to such managing agent as a common expense. Upon the expiration of the initial term of any such management contract, the Trustees may renew such contract from time to time for successive periods, no one of which shall exceed two (2) years in duration or enter into a new contract for a like period.

**ARTICLE VIII**

**OFFICERS AND THEIR DUTIES**

**Section 1. Enumeration of Officers.**

The Officers of this Association shall be a president and vice-president, who shall at all times be Members of the Board of Trustees, and a secretary-treasurer, and such other officers as the Board may from time to time by resolution create.

**Section 2. Election of Officers.**

The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the Members.

**Section 3. Term.**

The Officers of this Association shall be elected annually by the Board and each shall hold office for ONE (1) year unless he/she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

**Section 4. Special Appointments.**

The Board 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 Board may, from time to time, determine.

**Section 5. Resignation and Removal.**

Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, 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 unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6. Vacancies.**

A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

**Section 7. Multiple Offices.**

The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8. Duties.**

The duties of the officers are as follows:

**PRESIDENT**

- (a) The president shall preside at all meetings of the Board of Trustees, shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes.

**VICE-PRESIDENT**

- (b) The vice-president shall act in the place and stead of the president in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.

**SECRETARY/TREASURER**

- (c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account, cause an annual audit of the Association books to be made at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy to each of the Members.

**ARTICLE IX**

**COMMITTEES**

The Association shall appoint an Architectural Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Trustees shall appoint the other committees as deemed appropriate in carrying out its purpose.

## ARTICLE X

### 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 Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE XI

### ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within THIRTY (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of FIFTEEN PERCENT (15%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

## ARTICLE XII

### AMENDMENTS

#### Section 1.

These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

#### Section 2.

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

## ARTICLE XIII

### MISCELLANEOUS

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.

IN WITNESS WHEREOF, we, being all of the Members of COOPER PLACE ASSOCIATION, have hereunto set our hand this 12<sup>th</sup> day of April, 1985.

WALLICK ASSOCIATES

By  \_\_\_\_\_

Sole Member