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# REDDINGTON VILLAGE CONDOMINIUM ADDITIONAL PROPERTY (PARCEL 1) 13.266 ACRES

Situated in the State of Ohio, County of Licking, City of Newark, being part of Quarter Section 3, Township 2 North, Range 12 West, United States Military Lands, being 12.072 acres out of a 17.234 acre tract (Parcel Two), all of a 0.205 acre tract (Parcel One), and 0.989 acres out of a 5.445 acre tract (Parcel Three) described in a deed to Reddington Village, LLC recorded instrument Number 200310220051314 and being more particularly described as follows:

COMMENCE at an iron pin found at the centerline intersection of Reddington Road (Township Road 131) with Thornwood Drive (Township Road 134);

Thence, North 89°40'09" East, with the centerline of said Reddington Road, a distance of 294.76 feet to a point,

Thence, South 00°19'51" East, a distance of 35.00 feet to an iron pin set on the south right-of-way line of said Reidington Road and the TRUE POINT OF BEGINNING, herein;

Thence, through said 17.234 acre tract, the following twenty-two (22) courses:

- 1. South 00°19'51" East, a distance of 115.10 feet;
- 2. South 13°33'03" West, a distance of 103.97 feet;
- South 03°48'33" West, a distance of 28.47 feet;
- 4. South 86°11'27" East, a distance of 22.00 feet,
- 5. with the arc of a curve to the right, having a radius of 25.00 feet, an interior angle of 90°00", a chord which bears North 48°48"33" East at 35.36 feet, and an arc length of 39.27 feet to a point of tangency;
- 6. South 86°11°27" East, a distance of \$3.00 feat to point of curvature;
- 7. with the arc of a carve to the right, having a radius of 10.00 feet, an interior angle of 90°00'60", a chord which bears South 41°11'27" East at 14.14 feet, and an arc length of 15.71 feet to a point of tangency;
- 8. South 03°48'33" West, a distance of 182,90 feet;
- South 86°11'27" East, a distance of 124.75 feet;
- 10. South 47°22°26" East, a distance of 88.71 feet;

- 11. South 86"11'27" East, a distance of 67.07 feet,
- 12. South 03°48'33" West, a distance of 96.06 feet to a point of curvature,
- 13 with the are of a curve to the right, having a raches of 10.00 feet, an interior angle of 90°00°00″, a chord which bears South 48°48′33″ West at 14.14 feet, and an arc length of 15.71 feet to a point of tangency;
- 14. North 86°11'27" West, a distance of 4.94 feet,
- 15. South 03°48'33" West, a distance of 22.00 feet;
- 16. South 86°11'27" East, a distance of 234.63 feet;
- 17. North 03°48'33" East, a distance of 22.90 fort;
- 18 with the arc of a curve to the right, having a radius of 25.00 fleet, an interior angle of 88°44°04", a chord which bears North 41°49°25" West at 34.96 feet, and an arc length of 38.72 feet to a point of reverse curvature;
- 19 with the arc of a curve to the left, having a radius of 13: 00 feet, an interior angle of 49°55'09", a chord which bears North 22°24'38" West at 110.56 feet, and an are length of 114.13 feet to a point of tangency;
- 20. North 47°22'33" West, a distance of 210.96 feet to a point of curvature;
- 21 with the arc of a curve to the right, having a radius of 10 00 feet, an interior angle of 90°00'00", a chord which bears North 02°22"33" West at 14.14 feet, and an arc length of 15.71 feet to a point of tangency;
- 22. North 42°37°27" East, a distance of 164.67 feet to an iron pin set on the west line of premises described in deed to The Thomas J. Byans Foundation recorded Official Record Volume 809, Page 1018 (Bike Path);

Thereo, South 47°22'33" East, with part of the west line of said Evans Foundation premises (Bike Path), a distance of 480.54 feet to an iron pin found at the northwest corner of said 0.205 acre tract.

Thence, South 47°17'35" Past, continue with part of the west line of said Evans Foundation premises (Bike Path), (passing an iron pin found at 251.86 feet) in all, a distance of 467.69 feet to an iron pin set;

Thence, North 86°11'27" West, through said 5.445 acre tract and with part of the north of a 9.186 acre tract of land (Parcel Pour) described in deed to Reddington Village, LLC recorded Instrument Number 200310220051314, (passing an iron pin found at 354.36 feet), in all, a distance of 1451.78 feet to an iron pin found on the east right-of-way line of said Thornwood Drive:

Thereec, North 02°08' 12" East, with the east line of said Thornwood Drive, a distance of 662.11 feet to an iron pin found at a point of curvature.

Theoree, contains with end right-of-way line and with the arc of a curve to the right, having a radiate of 111.20 feet, an interior angle of 57714 36", a chord which bears North 30"45 30" East at 106.53 feet, and an arc length of 111.10 feet to an iron pin found on the south line of said Reddington Road;

Thence, North 89°40'09" East, with the south right-of-way line of said Reddington Road, a distance of 210.15 feet to the TRUE POINT OF REGINNING, berein.

Containing 13 266 acres of land, more or less.

Subject, however, to all casements, restrictions and rights of way of record, if any

Basis of bearings is North 89°40'09" East on the centerfine of Reddington Road, State Piene Coordinate System, Olso South Zone, based on GPS observations using Locking County Geordets: Survey Mountments Newark Twp. 4 and Newark Twp. 5

All from pins set are 577 solid iron pins with a plastic cap stamped "F.B.A., Inc."

All references are to the records of the Recorder's Office, Licking County, Ohio

Paul R. Jackson, PS/

Professional Surveyor No. 7707

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DESCRIPTION APPROVED
TIM LOLLO
LICKING COUNTY ENGINEER

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585 Sunbury Rood Delaware, OH 43015-9795 740.363.6792 <sup>--</sup> Fox 740.363.6536

e-mail: fbadelaware#fbainc.com www.flaydbrowne.com

## REDDINGTON VILLAGE CONDOMINIUM ADDITIONAL PROPERTY (PARCEL 2) 1.351 ACRES

Situated in the State of Ohio, County of Licking, City of Newark, being part of Quarter Section 3, Township 2 North, Range 12 West, United States Military Lands, being 1.351 acres out of a 17.254 acre tract described in deed to Reddington Village, LLC by Instrument Number 200310220051314 and being more particularly described as follows:

COMMENCE at an iron pin found at the centerline intersection of Reddington Read (Township Road 131) with Thornwood Drive (Township Road 134);

Thence, North 89°40°09" East, with the centerline of said Reddington Road, a distance of 491.44 feet to a railroad spike found in the west line of premises described in deed to The Thomas J. Evans Foundation recorded Official Record Volume 809, Page 1018 (Bike Path);

Thence, South 47°22'33" East, with the west line of said Evans Foundation tract (Bike Path), a distance of 102.08 feet to an iron pin found at the TRUE POINT OF BEGINNING;

Thence, South 47°22'33" East, continue with said west line of the Evans Foundation tract (Bike Path), a distance of 112.78 feet to an iron pin set;

Thence, through said 17.254 acre tract, the following eight (8) courses:

- 1. South 42°37'27" West, a distance of 169.36 feet to a point of curvature;
- with the arc of a curve to the right, having a radius of 10.00 feet, an interior angle of 77°53'57", a chord which bears South B1°34'25" West at 12.57 feet, and an arc length of 13.60 feet to a point of reverse curvature;
- with the arc of a curve to the left, having a radius of 201.00 feet, an interior angle of 26°42'51", a chord which bears North 72°50'02" West at 92.87 feet, and an arc length of 93.72 feet to a point of tangency;
- 4. North 86°11'26" West, a distance of 106.54 feet to a point of curvature;
- 5. With the arc of a curve to the right, having a radius of 25.00 feet, an interior angle of 99°21'42", a chord which bears North 36°07'49" West at 38.12 feet, and an arc length of 43.35 feet to a point of tangency;
- North 13°33'03" East, a distance of 34.8! feet to a point of curvature;
- 7. with the arc of a curve to the left, having a radius of 161.00 feet, an interior angle of 13°52'53", a chord which bears North 06°36'36" East at 38.91 feet, and an arc length of 39.01 feet to a point of tangency;

Page 1 of 2

Offices in Dayton, Delaware, Marion, and Sidney, Ohio

8. North 00°19'51" West, a distance of 98.18 feet to an iron pin set on the south rightof-way line of Reddington Road;

Thence, North 89°40'09" East, with the south right-of-way line of said Reddington Road, a distance of 180.92 feet to an iron pin found;

Thence, South 49°52'47" East, continue with the south right-of-way line of said Reddington Road, a distance of 73.77 feet to an iron pin found;

Thence, North 42°31'13" East, continue with the south right-of-way line of said Reddington Road, a distance of 18.14 feet to the TRUE POINT OF BEGINNING, herein.

Containing 1.351 acres of land, more or less.

Subject, however, to all easements, restrictions and rights-of-way of record, if any.

Basis of bearings is North 89°40'09" East on the centerline of Reddington Road, State Plane Coordinate System, Ohio South Zone, based on GPS observations using Licking County Geodetic Survey Monuments Newark Twp. 4 and Newark Twp. 5.

The above legal description is based on a survey prepared by Floyd Browne Associates, Inc., dated October 15, 2003.

PAUL R. JACKSON

All iron pins set are 5/8" solid iron pins with a plastic cap stamped "F.B.A., Inc."

All references are to the records of the Recorder's Office, Licking County, Ohio.

Paul R. Jackson, PS

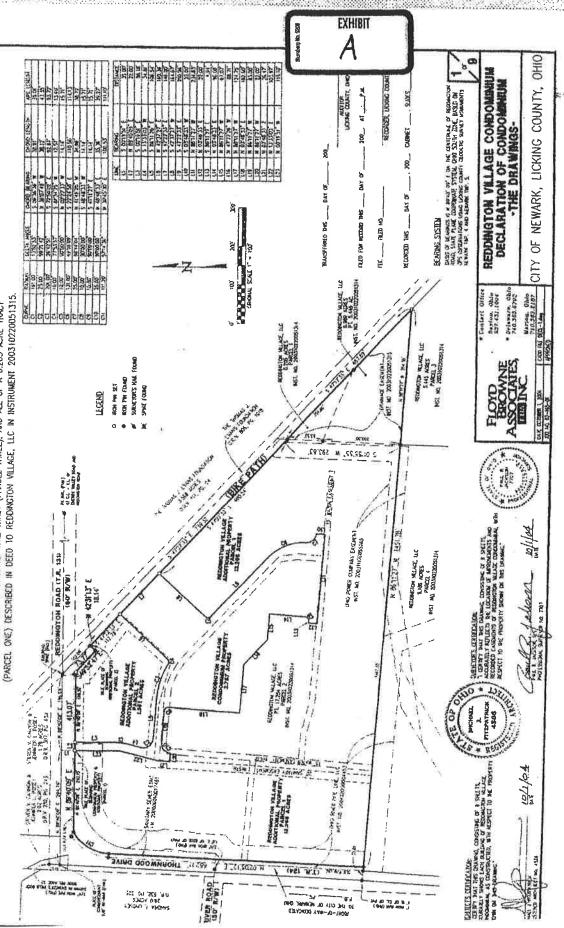
Professional Surveyor No. 7707

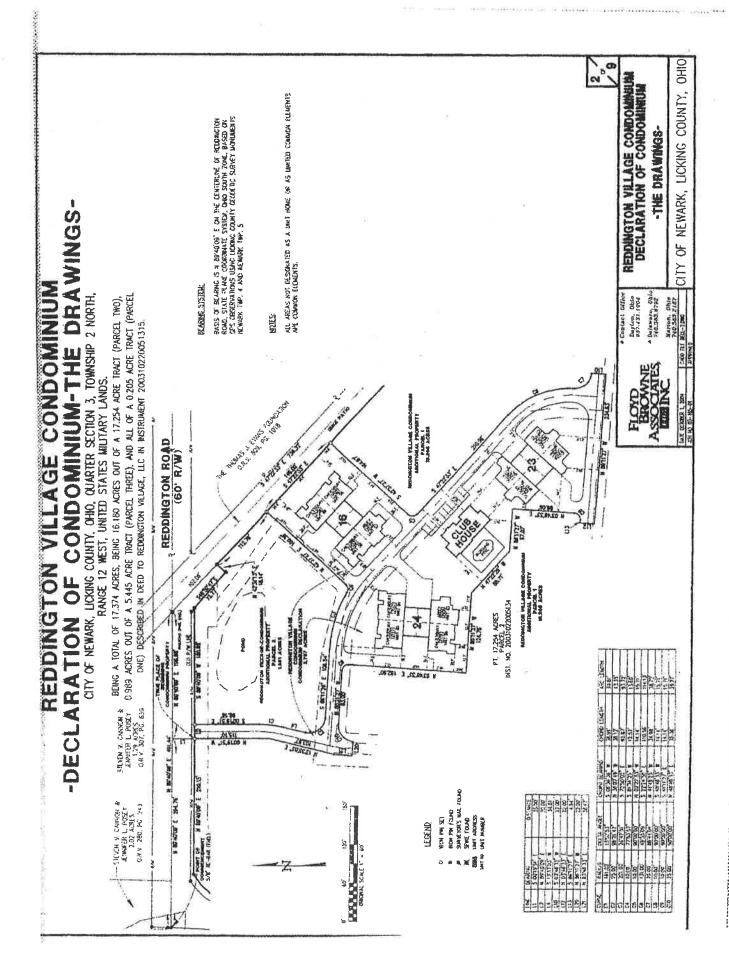
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CITY OF NEWARK, LICKING COUNTY, OHIO, QUARTER SECTION 3, TOWNSHIP 2 NORTH, RANGE 12 WEST, UNITED STATES UNITARY LANDS.

BEING A TOTAL OF 17.374 ACRES, BEING 16.180 ACRES OUT OF A 17.254 ACRE TRACT (PARCEL TWO), 0.989 ACRES OUT OF A 5.445 ACRE TRACT (PARCEL TRREE), AND ALL OF A 0.205 ACRE TRACT

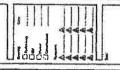




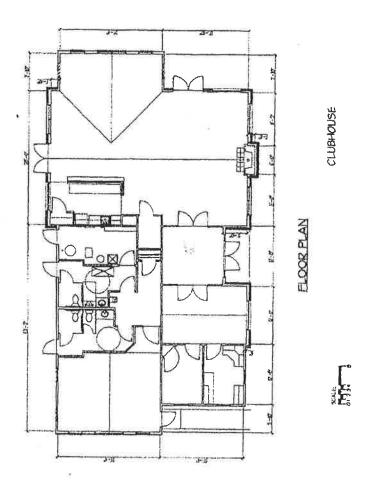
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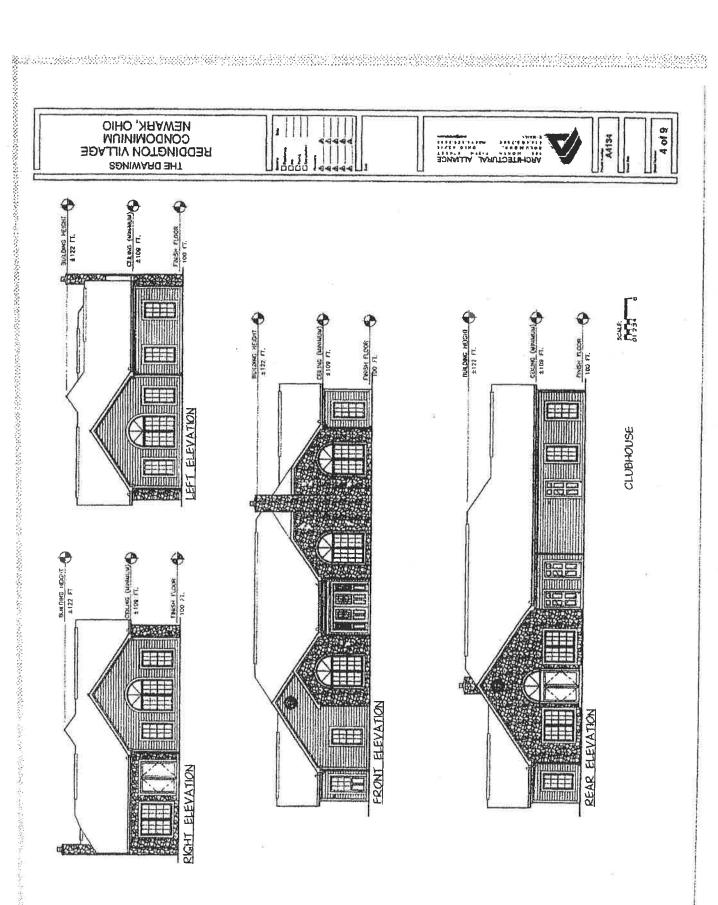
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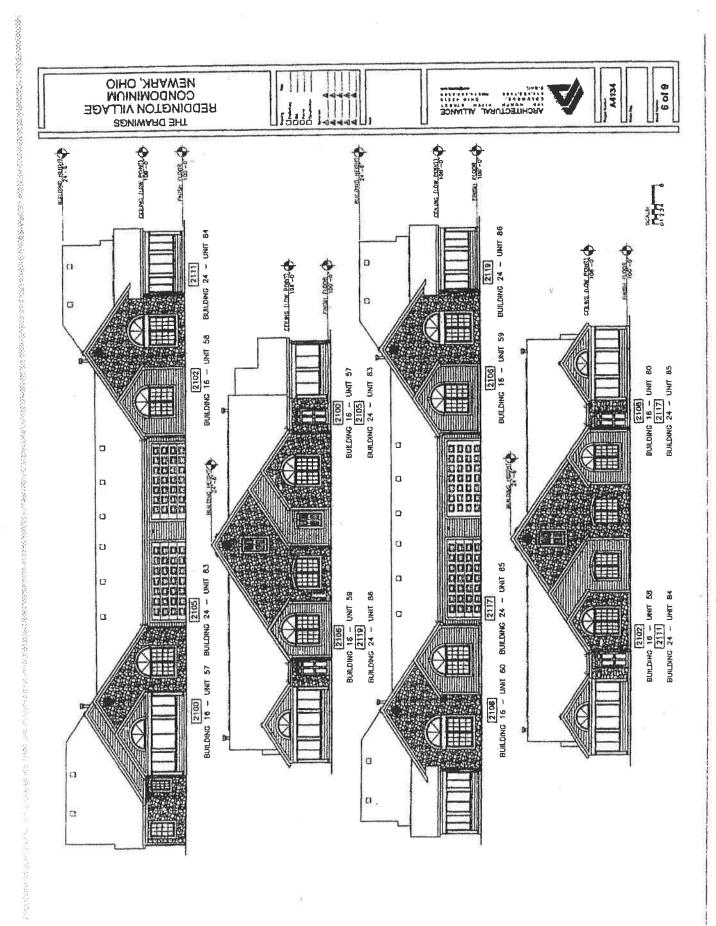
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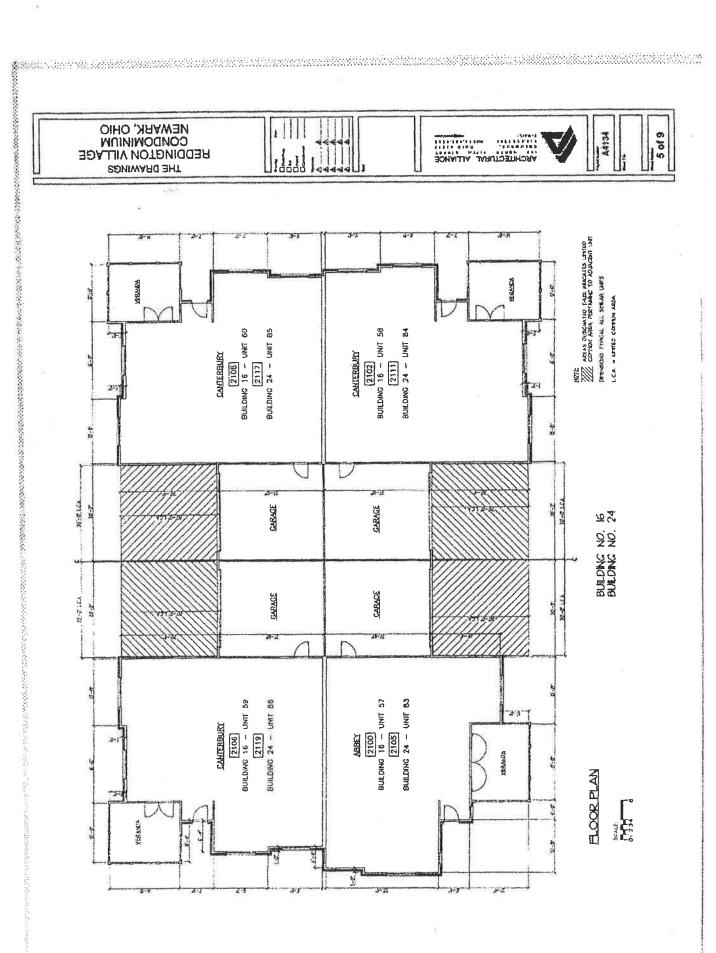


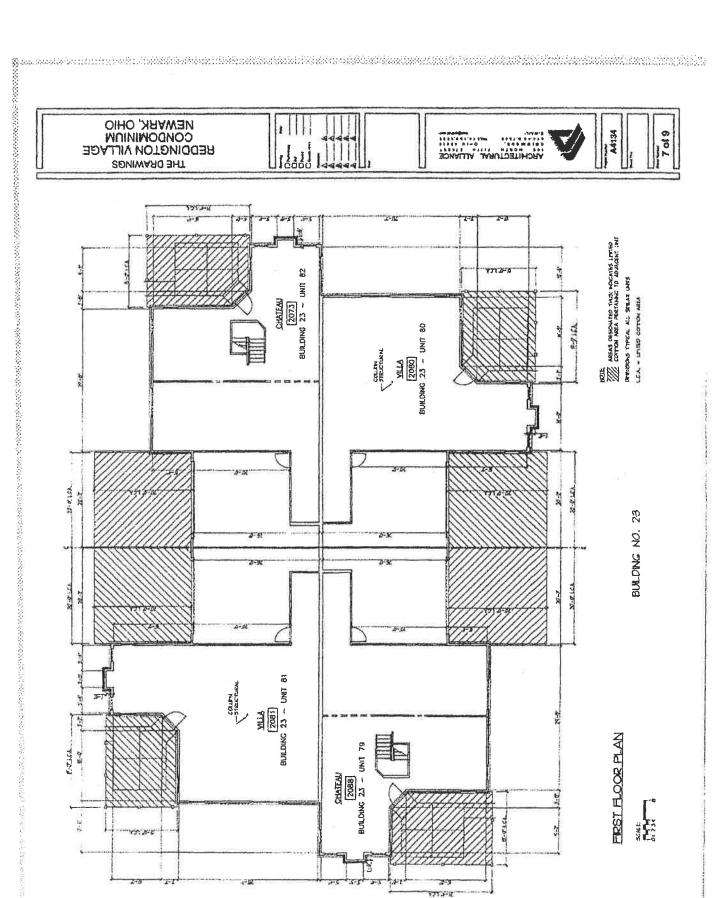


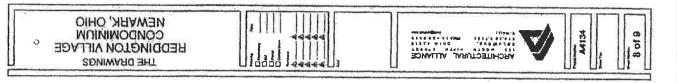


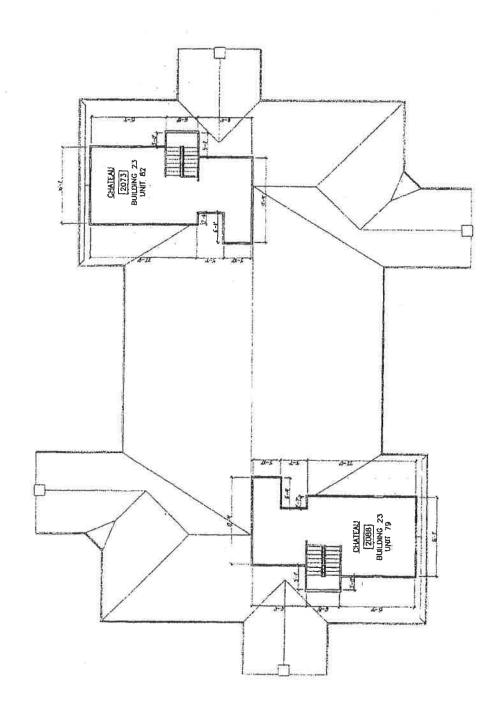






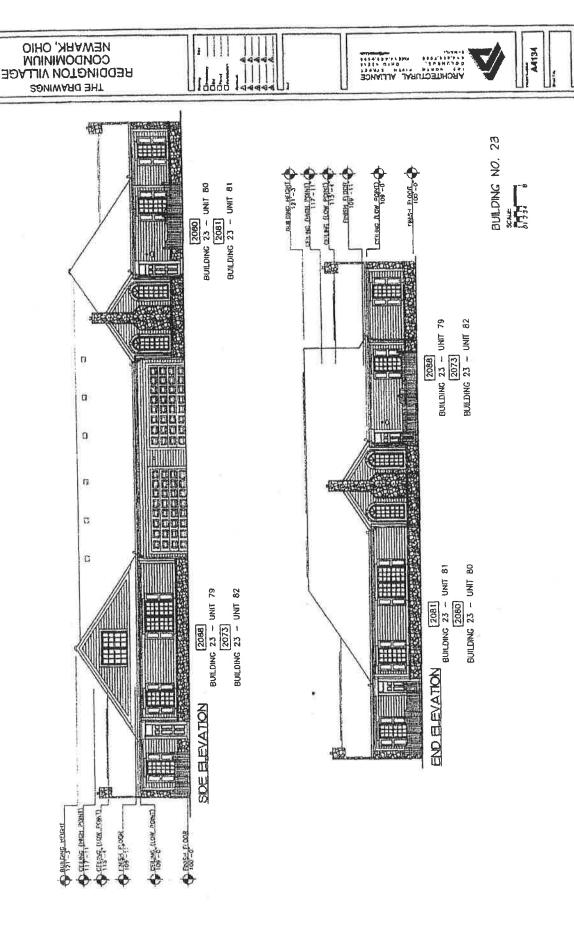






BUILDING NO. 23

SECOND FLOOR PLAN



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# Exhibit B Narrative Description of Units

Villa: The Villa Style Unit contains a kitchen, living/dining room, 2 baths, 2 bedroom or

a bedroom and a den, a utility room, and a 2 car garage. The square footage of

the Villa is approximately 1230 square feet.

Chateau: The Chateau Style Unit contains a kitchen, living/dining room, 2 baths, 3

bedrooms or 2 bedrooms and a den, a utility room, and a 2 car garage. The square

footage of the Chateau is approximately 1810 square feet.

Abbey: The Abbey Style Unit contains a kitchen, living/dining room, 2 baths, 2

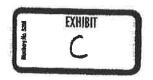
bedrooms, a veranda, and a 2 car garage. The square footage of the Abbey is

approximately 1530 square feet.

Canterbury: The Canterbury Style Unit contains a kitchen, living/dining room, 2 baths, 3

bedrooms or 2 bedrooms and a den, and a 2 car garage. The square footage of the

Canterbury is approximately 1670 square feet.



# BYLAWS OF REDDINGTON VILLAGE CONDOMINIUM UNIT OWNERS' ASSOCIATION, INC.

An Ohio Not For Profit Corporation

2005

### **PREFACE**

These Bylaws are executed and incorporated in the Declaration of Condominium Ownership for the Reddington Village Condominium ("Declaration") pursuant to Chapter 5311, Ohio Revised Code ("Act"). Certain of the terms used in these Bylaws have been defined in the Declaration and, when used herein, shall have the same meaning as set forth in the Declaration, unless the context clearly indicates a different meaning. The purpose of these Bylaws is to provide for the establishment of a Unit Owners' Association for the government of the Condominium Property in the manner provided by the Declaration and by these Bylaws. This shall be accomplished on a non-profit basis, and no part of the earnings of the Association shall inure to the benefit of any private person, firm, corporation, association or organization. All present or future owners or tenants or their employees, or any other person who might use the facilities of the Condominium Property in any manner shall be subject to the covenants, provisions or regulations contained in the Declaration and these Bylaws and shall be subject to any restriction, condition or regulation hereafter adopted by the Association. The acquisition of any of the Units, located within the Condominium Property described in the Declaration, or the occupancy of any of the Units will constitute acceptance and ratification of the Declaration and of these Bylaws.

# ARTICLE I THE ASSOCIATION

Section 1. Name and Nature of Association. The Association shall be an Ohio corporation not for profit and shall be called the Reddington Village Condominium Unit Owners' Association, Inc.

Section 2. Membership. Each Unit Owner upon acquisition of title to a Unit, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of this Unit ownership, at which time the new owner of such Unit shall automatically become a member of the Association. Membership in the Association shall be limited to Unit Owners. In addition to any other rights the Declaration may have pursuant to the Declaration, the Declaration shall be a member of the Association with respect to all Units owned by Declarant and shall have the right, without limitation, to exercise the voting power appurtenant to such Units and the power to vote the same.

Section 3. Voting Rights. On any question on which the vote of Unit Owners is permitted or required, the owner or owners of each Unit shall be entitled to exercise one (1) vote for each such Unit. In the case of a Unit owned or held in the name of a corporation or a partnership, a certificate signed by said Unit Owner shall be filed with the Secretary of the Association. If such certificate is not on file, the vote of such corporation or partnership, shall not be considered nor shall the presence of such Unit Owner at a meeting be considered in determining whether the quorum requirement for such meeting has been met. Fiduciaries and minors who are owners of record of a Unit may vote their respective interests as a Unit Owner. If two or more persons, whether fiduciaries, tenants in common or otherwise, own undivided interests in a Unit, each may exercise that proportion of the voting power of all of the Unit

Owners of said Unit that is equivalent to their respective proportionate interests in said Unit. When any fiduciary or other legal representative of a Unit Owner has furnished to the Association proof, satisfactory to it, of their authority, they may vote as though he were the Unit Owner. The Declarant or its nominee shall be the voting member with respect to any Unit owned by the Declarant. The vote of the Association with respect to any Units owned by the Association shall be determined by the Board.

Section 4. Majority. Except as otherwise provided in the Act, the Declaration or these Bylaws, all actions taken by the Unit Owners shall require the affirmative vote of a majority of the voting power of the Association present at a meeting at which a quorum is present.

Section 5. Proxies. Unit Owners may vote or act in person or by proxy. The person appointed as proxy need not be a member of the Association. Designation by a member or members of a proxy to vote or act on his or their behalf shall be made in writing to the Secretary of the Association (or if there is no Secretary, then with the person conducting the meeting for which the proxy is given) at or before the meeting and shall be revocable at any time by actual notice to the Secretary of the Association by the member or members making such designation. Notice to the Association in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized. The presence at a meeting of the person appointing a proxy does not revoke the appointment.

# Section 6. Establishment of Unit Owners' Association and Meetings of Members.

(A) Establishment of Unit Owners' Association.

The Unit Owners' Association shall be established not later than the date the deed or other evidence of ownership is filed for record following the first sale of a Condominium Ownership Interest in the Development. Until the Unit Owners' Association is established, the Declarant shall act in all instances where action of the Unit Owners' Association or its officers is authorized or required by law or in the Declaration.

(B) Open Meetings

Unless otherwise provided in the Declaration or the Bylaws, all meetings of the Association are open to the Unit Owners.

(C) Annual Meeting.

The annual meeting of members of the Association for the election of members of the Board of Directors, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before such meeting shall be held at the office of the Association or at such other place in Licking County, Ohio as may be designated by the Board and specified in the notice of such meeting. The first annual meeting of the Association shall be held upon ten days' written notice given by the Declarant not later than sixty (60) days after the time that Condominium Ownership Interests to which twenty-five percent (25%) of the undivided interests in the Common Elements appertain have been sold and conveyed by the Declarant, unless the Declarant shall consent, in its sole discretion, to a lesser percentage. Thereafter, the annual meeting of members of the Association shall be held on the

second Tuesday of January in each succeeding year, if not a legal holiday, and, if a legal holiday, then on the next succeeding business day.

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# (D) Special Meeting.

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Special meetings of the members of the Association may be held on any business day when called by the President of the Association or by the Board of Directors of the Association or by members entitled to exercise at least twenty-five percent (25%) of the voting power of the Association or by the Declarant or any Unit Owner when a meeting is required for the election of members to the Board of Directors pursuant to Article II, Section 5. hereof. Upon request in writing delivered either in person or by certified mail to the President or the Secretary of the Association by any persons entitled to call a meeting of members, such officer shall cause to be given to the members entitled thereto notice of a meeting to be held on a date not less than seven (7) or more than sixty (60) days after the receipt of such request as such officer may fix. If such notice is not given within thirty (30) days after the delivery or mailing of such requests, the persons calling the meeting may fix the time of the meeting and give notice thereof.

## (E) Notices of Meetings.

Not less than seven (7) nor more than sixty (60) days before the day fixed for a meeting of the members of the Association, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these Bylaws to give such notice. The notice shall be given by personal delivery or by mail to each member of the Association who is an owner of a Unit of record as of the day next preceding the day on which notice is given. If mailed, the notice shall be addressed to the members of the Association at their respective addresses as they appear on the records of the Association. Notice of the time, place and purposes of any meeting of members of the Association may be waived in writing, either before or after the holding of such meeting, by any members of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting.

# (F) Quorum.

Except as may be otherwise provided by law or by the Declaration, at any meeting of the members of the Association, the members of the Association entitled to exercise one-half (1/2) of the voting power of the Association present in person or by proxy shall constitute a quorum provided, however, that no action required by law, by the Declaration, or by these Bylaws to be authorized or taken by a designated percentage of the voting power of the Association may be authorized or taken by a lesser percentage; and provided further, that the members of the Association entitled to exercise a majority of the voting power represented at a meeting of members, whether or not a quorum is present, may adjourn such meeting from time to time; if any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

#### (G) Method of Communication

A meeting of the Board of Directors may be held by any method of communication, including electronic or telephonic communication provided that each member of the Board can hear, participate, and respond to every other member of the Board. In lieu of conducting a meeting, the Board may take action with the unanimous written consent of the members of the Board. Those written consents must be filed with the minutes of the meetings of the Board.

Section 7. Order of Business. The order of business at all meetings of Unit Owners of the Association shall be as follows:

- (1) Calling of meeting to order.
- (2) Proof of notice of meeting or waiver of notice.
- (3) Reading of minutes of preceding meeting.
- (4) Reports of Officers.
- (5) Reports of Committees.
- (6) Election of Inspectors of election.
- (7) Election of members of the Board of Directors.
- (8) Unfinished and/or old business.
- (9) New Business.
- (10) Adjournment.

Section 8. Actions without a Meeting. All actions which may be taken at a meeting of the Association, except an action for the removal of a Board member, may be taken without a meeting with the approval of, and in a writing or writings signed by the members of the Association having the percentage of voting power required to take such action if the same were taken for a meeting. Such writing or writings shall be filed with the Secretary of the Association.

# ARTICLE II BOARD OF DIRECTORS

All power and authority of the Unit Owners Association shall be exercised by a Board of Directors.

Section 1. Qualifications. Except as otherwise provided in these Bylaws, all Members of the Board of Directors (the "Board Members" or "Board") shall be Unit Owners or the spouses of unit owners. If a unit owner is not an individual, that unit owner may nominate for the Board any principal, member of a limited liability company, partner, director, officer or employee of that unit owner. Board Members elected or designated by the Declarant need not fulfill the qualifications imposed by this Section 1 of this Article II or any other qualifications imposed on Board Members elected by Unit Owners other than the Declarant, except as otherwise provided in these Bylaws or by law, and Board Members elected or designated by the Declarant may be removed only by the Declarant or as otherwise provided in these Bylaws. If a Board Member shall cease to meet such qualifications during his term, they shall thereupon

cease to be a member of the Board. No single Unit may be represented on the Board by more than one (1) person at any time.

Section 2. Number of Board Members. Subject to such limitations as are or may be imposed by Chapters 1702 and 5311 of the Ohio Revised Code, the Declaration or these Bylaws, as any of the same may be lawfully amended from time to time, all power and authority of the Association shall be exercised by the Board of Directors consisting of five (5) members, in accordance with Section 3 hereof.

Section 3. Initial Board of Directors. Notwithstanding any of the other provisions contained in this Article II, the Declarant may designate the initial Board of Directors to serve until the first meeting of the Unit Owners. The initial Board of Directors may consist of not less than five (5) members and such members may be officers, directors, employees or other designated representatives of Declarant, and need not be owners or occupiers of Units.

Section 4. Election of Board Members by Declarant and Unit Owners Prior to First Annual Meeting. Until such time as Condominium Ownership Interests to which twenty-five percent (25%) of the undivided interests in the Common Areas and Facilities appertain have been sold and conveyed by the Declarant, the Declarant shall have the right to elect or designate all Board Members. Not later than 60 days after the time that Condominium Ownership Interests to which twenty-five percent (25%) of the undivided interests in the Common Elements appertain have been sold and conveyed by the Declarant, the Association shall meet and the Unit Owners, other than the Declarant, shall elect two (2) of the members of the Board. The Declarant shall have the sole right to designate which Board Members will be replaced.

Section 5. First Annual Meeting. Within sixty (60) days after the sale and conveyance to purchasers in good faith for value of Condominium Ownership Interests to which seventy-five percent (75%) of the undivided interests in the Common Elements appertain, except that in no case may the authorization extend for more than five years after the Association is established. Within sixty days after the expiration of the period during in which the Declarant has control of the Association, the Association shall meet and elect all members of the Board. The persons elected shall take office at the end of the meeting during which they are elected and shall, as soon as reasonably possible, appoint officers and shall serve such terms for which they are elected in accordance with Section 5 of this Article II.

Section 6. Election of Board Members from and after the First Annual Meeting. Except as set forth in Section 3. for election of Board Members prior to the First Annual Meeting, Board Members shall be elected at the annual meeting of members of the Association, but when the annual meeting is not held or Board Members are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election shall be by written secret ballot whenever requested by any member of the Association; but, unless such request is made, the election may be conducted in any manner approved at such meeting. Any Board Member elected or designated prior to the First Annual Meeting shall hold office for a term not to exceed one (1) year after election or designation. Commencing with the First Annual Meeting, Board Members shall be elected for such terms so that the terms of office of not less than one-fifth of the Board Members shall expire each year. Accordingly, at the First Annual

Meeting, one (1) Board Member shall be elected for a term of five (5) years, one (1) Board Member shall be elected for a term of four (4) years, one (1) Board Member shall be elected for a term of three (3) years, one (1) Board Member shall be elected for a term of two (2) years, and one (1) Board Member shall be elected for a term of one (1) year. All Board Members shall be elected in accordance with the provisions of this Article II. At meetings of the Association subsequent to the First Annual Meeting that are called for the purpose of electing Board Members, each Board Member shall be elected for-terms of five (5) years or to complete unfinished terms. Except as otherwise provided herein, each Board Member shall hold office until the expiration of his term and until his successor is elected, or until his earlier resignation, removal from office, or death. Any Board Member may resign at any time by oral statement to that effect made at a meeting of the Board or by a writing to that effect delivered to the Secretary of the Association; such resignation shall take effect immediately or at such other time as the Board Member may specify. Each member of the Association may cast as many of his votes as there are Board Members to be elected. By way of example, if two (2) Board Members are to be elected, a member of the Association shall have the right to cast a maximum of two (2) votes, but not more than one (1) vote may be cast for any candidate. The candidates receiving the greatest number of votes shall be elected and those receiving the highest percentages of the total vote cast shall serve for the longest terms. Tie votes shall be decided by drawing of lots or by a flip of a coin.

Section 7. Organization Meeting. Immediately after each annual meeting of members of the Association, the newly elected Directors and those Directors whose terms hold over shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year.

Section 9. Special Meetings. Special meetings of the Board of Directors may be held at any time upon call by the President or any two Directors. Written notice of the time and place of each such meeting shall be given to each Director either by personal delivery or by mail, telegram or telephone at least two (2) days before the meeting, which notice need not specify the purposes of the meeting; provided, however, that attendance of any Director at any such meeting without protesting (prior to or at the commencement of the meeting) the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting and such notice may be waived in writing either before or after the holding of such meeting, by any Director, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organization, regular or special meeting.

Section 10. Quorum. A quorum of the Board of Directors shall consist of a majority of the Directors then in office; provided that a majority of the Directors present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time, if any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting. At each meeting of the Board of Directors at which a quorum is present, all questions and business shall