

IN THE COURT OF COMMON PLEAS OF FAIRFIELD COUNTY, OHIO

TED STACY
GINA STACY
8804 Stonehenge Drive
Pickerington, Ohio 43147,

and

RICHARD BIGGS
MERRI BIGGS
9199 Indian Mound Road
Pickerington, Ohio 43147,

and

HARLENE EGGLESTON
RONALD EGGLESTON
8842 Blacklick-Eastern Road
Pickerington, Ohio 43147,

and

ELIZABETH HAMILTON
8845 Chevington Chase
Pickerington, Ohio 43147,

and

V. ALEX MANUKIAN
FRANCIA A. MANUKIAN
8749 Stonehenge Circle
Pickerington, Ohio 43147,

and

EUGENE BEDNARSKI
8782 Stonehenge Drive
Pickerington, Ohio 43147,

and

ROBERT COCCIA
PAULA COCCIA
8797 Stonehenge Drive
Pickerington, Ohio 43147,

Case No.

Judge

COMPLAINT FOR
DECLARATORY JUDGMENT,
PRELIMINARY INJUNCTION,
PERMANENT INJUNCTION,
MONEY DAMAGES AND
DERIVATIVE ACTION
(Jury Demand Endorsed Hereon)

and

GLENN A. DAVIS
BRENDA DAVIS
8949 Chevington Chase
Pickerington, Ohio 43147,

and

JAY DELLINGER
KITTY DELLINGER
13877 Indian Mound Road
Pickerington, Ohio 43147,

and

BARBARA DIEHL
8864 Blacklick-Eastern Road
Pickerington, Ohio 43147,

and

DONALD MCMILLEN
VICKI MCMILLEN
8752 Stoneyway Court
Pickerington, Ohio 43147,

and

KAREN EDWARDS
DAVID EDWARDS
8855 Chevington Court
Pickerington, Ohio 43147,

and

VICTOR MILLER
CINDY MILLER
13465 Hardwick Court
Pickerington, Ohio 43147,

and

RICHARD MOORE
ELIZABETH MOORE
8826 Stonehenge Drive
Pickerington, Ohio 43147,

and

MARK ANCTIL
DEBBIE ANCTIL
8969 Chevington Chase
Pickerington, Ohio 43147,

and

CLARK NEWELL
ESTALENE NEWELL
13436 Hardwick Court
Pickerington, Ohio 43147,

and

MARK SCHAFER
KELLY SCHAFER
8793 Stonehenge Circle
Pickerington, Ohio 43147,

and

ORON SCHUSS
13884 Stonehenge Circle
Pickerington, Ohio 43147,

and

JAMES VOHWINKEL
HALLIE C. CARROLL
8890 Winston Road
Pickerington, Ohio 43147,

and

NICK POPA
LOIS POPA
13892 Woodsedge Court
Pickerington, Ohio 43147,

and

GARY WORKMAN
JANET WORKMAN
9111 Indian Mound Road
Pickerington, Ohio 43147,

Plaintiffs,

v.

WILL SNELL
13858 Stonehenge Circle
Pickerington, Ohio 43147,

and

CAROL COMANITA
13799 Stonehenge Circle
Pickerington, Ohio 43147,

and

LISA ROSS
8951 Charington Court
Pickerington, Ohio 43147,

and

DONALD ROEDER
8940 Indian Mound Road
Pickerington, Ohio 43147,

and

JULIET SQUIER
8536 Chevington Chase
Pickerington, Ohio 43147,

and

TERESA HARTLEY
8717 Chevington Chase
Pickerington, Ohio 43147,

and

MARK BRIGGS
8628 Woodlands Court
Pickerington, Ohio 43147,

and

JIM MURPHY
8822 Chevington Court
Pickerington, Ohio 43147,

and

LORA STEVENSON
8727 Stonehenge Circle
Pickerington, Ohio 43147,

and

GREGORY FOWN
13642 Carriage Lane
Pickerington, Ohio 43147,

and

MIKE RYAN
13824 Carriage Lane
Pickerington, Ohio 43147,

Defendants.

I. INTRODUCTION

1. At all times relevant herein, Plaintiffs are residents of one of the Chevington Woods Neighborhoods, which is a group of subdivisions located in Violet Township, Fairfield County, Ohio. All Plaintiffs are owners of at least one lot with an improved home in one of the Chevington Woods Neighborhoods.

2. At all times relevant herein, Defendants are residents of one of the Chevington Woods Neighborhoods, which is a group of subdivisions located in Violet Township, Fairfield

County, Ohio. All Defendants are owners of at least one lot with an improved home in one of the Chevington Woods Neighborhood.

3. The neighborhood, Chevington Woods, was established by a deed recorded in the Fairfield County, Ohio Recorder's Office, on June 28, 1968, which is recorded in Volume 366, Page 649. This deed was amended four times and these amendments are recorded in Volume 11, Page 487; Volume 12, Page 210; Volume 12, Page 430; and Volume 12, Page 539. True and accurate copies of the deed and amendments are attached hereto as Exhibit A.

4. Plaintiffs, Mark Anctil, Debbie Anctil, Elizabeth Hamilton, Clark Newell, Estalene Newell, Glen Davis, Brenda Davis, James Vohwinkel, Hallie C. Carroll, Victor Miller, Cindy Miller, Karen Edwards, and David Edwards are lot owners in Chevington Woods and will hereinafter be referred to collectively as "Plaintiffs, Chevington Woods Lot Owners."

5. Defendants, Lisa Ross, Juliet Squier, Mark Briggs, Teresa Hartley, and Jim Murphy are lot owners in Chevington Woods and will hereinafter be referred to collectively as "Defendants, Chevington Woods Lot Owners."

6. The neighborhood, Chevington Woods North, was established by a deed recorded in the Fairfield County, Ohio Recorder's Office, on or about March 1, 1972, which is recorded in Volume 406, Page 213. This deed was amended once and the amendment is recorded in Volume 12, Page 428. True and accurate copies of the deed and amendment are attached hereto as Exhibit B.

7. Plaintiffs, Gary Workman, Janet Workman, Jay Dellinger, Kitty Dellinger, Richard Biggs, and Merri Biggs, are lot owners in Chevington Woods North and will hereinafter be referred to collectively as "Plaintiffs, Chevington Woods North Lot Owners."

8. Defendants, Gregory Fown and Mike Ryan, are lot owners in Chevington Woods North and will hereinafter be referred to collectively as "Defendants, Chevington Woods North Lot Owners."

9. The neighborhood, Chevington Woods North, Section No. 2, was established by a deed recorded in the Fairfield County, Ohio Recorder's Office on December 12, 1972 in Volume 417, Page 562. A true and accurate copy of the deed is attached hereto as Exhibit C.

10. Plaintiffs, Gina Stacy, Ted Stacy, Ronald Eggleston, Harlene Eggleston, V. Alex Manukian, Francia A. Manukian, Eugene Bednarski, Robert Coccia, Paula Coccia, Barbara Diehl, Donald McMillen, Vicki McMillen, Richard Moore, Elizabeth Moore, Mark Shafer, Kelly Shafer, Oron Schuss, Nick Popa, and Lois Popa, are lot owners in Chevington Woods North, Section No. 2, and will hereinafter be referred to collectively as "Plaintiffs, Chevington Woods North, Section No. 2 Lot Owners."

11. Defendants, William Snell, Carol Cominita, Donald Roeder, and Lora Stevenson, are lot owners in Chevington Woods North, Section No. 2 and will hereinafter be referred to collectively as "Defendants, Chevington Woods North, Section No. 2 Lot Owners."

12. The Defendants, Chevington Woods South lot owners agreed to be bound by the Modification to Restrictions recorded on March 20, 1973 which provides, in part, that:

3. Homeowner's association. For the purpose of all common community welfare of every kind and nature required or desired within the subdivision for the general use and benefit of all lot owners, each and every lot owner, in accepting a deed or contract for any lot in such premises, agrees to and shall be a member of and be subject to the obligations and duly enacted by-laws and rules of the Chevington Woods Civic Association, a nonprofit corporation, which non-profit corporation shall include all lot owners in Chevington Woods North Subdivision as well as all lot owners in Chevington Woods Subdivision.

A copy of the Code of Regulations, Constitution and Bylaws (hereinafter referred to as "Bylaws") is attached hereto as Exhibit D.

13. The Defendants, Chevington Woods North Lot Owners agreed to be bound by the Modification to Restrictions recorded on March 20, 1973 which provides, in part, that:

27. Homeowner's association. For the purpose of all common community welfare of every kind and nature required or desired within the subdivision for the general use and benefit of all lot owners, each and every lot owner, in accepting a deed or contract for any lot in such premises, agrees to and shall be a member of and be subject to the obligations and duly enacted by-laws and rules of the Chevington Woods Civic Association, Inc., a nonprofit corporation, which non-profit corporation shall include all lot owners in Chevington Woods North Subdivision as well as all lot owners in Chevington Woods Subdivision.

14. The Articles of Incorporation of Chevington Woods Civic Association, Inc., a non-profit corporation, were filed on March 1, 1973.

15. The Articles of Incorporation of Chevington Woods Civic Association, Inc. were cancelled by the Secretary of State on June 24, 1991 for failure to file a Statement of Continued Existence.

16. On November 13, 2002, an Application for Reinstatement of the Articles of Incorporation was filed. Said filing was done by an individual without the authority to file the application on behalf of the corporation.

17. The Defendants, Chevington Woods North, Section No. 2, Lot Owners agreed to be bound by the Deed recorded on December 12, 1972 which provides, in part, that:

26. Homeowner's association. For the purpose of all common community welfare of every kind and nature required or desired within the subdivision for the general use and benefit of all lot owners, each and every lot owner, in accepting a deed or contract for any lot in such premises, agrees to and shall be a member of and be subject to the obligations and duly enacted by-

laws and rules of the Chevington Civic Association, a nonprofit corporation.

18. Chevington Civic Association, a nonprofit corporation, does not exist, nor did it ever exist.

19. The Defendants, Chevington Woods Lot Owners, Chevington Woods North Lot Owners, and Chevington Woods North, Section No. 2 Lot Owners, have been acting collectively as a board of trustees of the non-profit corporation, Chevington Woods Civic Association, Inc. Defendant, Lisa Ross, has been acting as a trustee since 2002. Defendants, Teresa Hartley, Don Roeder, Juliet Squier, Mark Briggs, Will Snell, and Carol Comanita have been acting as trustees since June of 2003. Defendant, Gregory Fown, has been acting as a trustee since May of 2005. Defendants, Lora Stevenson and Jim Murphy, have been acting as trustees since April of 2006. Defendant, Mike Ryan, has been acting as a trustee since May of 2006.

FIRST CLAIM - DECLARATORY JUDGMENT

20. For their First Claim, Plaintiffs, Chevington Woods North, Section No. 2, Lot Owners, incorporate the allegations contained in Paragraphs 1 (One) through 19 (Nineteen) as if fully restated herein.

21. Pursuant to Ohio Rule of Civil Procedure 57 and Ohio Revised Code Sections 2721.01 *et seq.*, Plaintiffs, Chevington Woods North, Section No. 2 Lot Owners are entitled to Declaratory Judgment that the lot owners of the neighborhood, Chevington Woods North, Section No. 2, are not required to be members of the Chevington Woods Civic Association, Inc., a nonprofit corporation.

SECOND CLAIM - DECLARATORY JUDGMENT, INJUNCTIVE RELIEF AND MONEY DAMAGES

22. For their Second Claim, Plaintiffs, Chevington Woods Lot Owners, Chevington Woods North Lot Owners, and Chevington Woods North, Section No. 2, Lot Owners, incorporate the allegations contained in Paragraphs 1 (One) through 21 (Twenty-One) as if fully restated herein.

23. Article IV, Government, Section 1 of the Bylaws provides that:

All authority to manage the affairs of and to conduct the business of this association shall be vested in a Board of Trustees consisting of at least one (1) from each area.

24. There are fifteen areas among the three subdivisions. Since November of 2002, there have not been fifteen individuals at any time acting as a board of trustees; nor has there been an effort to appoint individuals to the board of trustees to fill all of the vacancies. Defendants, in fact, have refused to appoint individuals who requested to fill vacancies. This refusal is in violation of Article VI, Election of Trustees and Officer, Section 6, which provides that vacancies shall be filled by appointment of the President with a confirming vote of two-thirds of the remaining board members. Defendants have been without authority under the Bylaws to act since November of 2002.

25. Defendants further violated the Bylaws by failing to hold elections every year. In ARTICLE VI, Election of Trustees and Officers, Section 1 provides that “[e]ach year the president shall appoint a nominating committee” Section 2 requires that “. . . [t]he nominating committee shall be responsible for selecting a slate of candidates of at least one but not more than three to fill each pending vacancy The slate of candidates shall be submitted to the Board of Trustees In [sic] time to allow preparation of ballots to be included with the written notice of the annual meeting of the association.” Section 3 states that “[v]oting for the Trustees

shall take place at the annual meeting. . . .” No valid elections were held in 2002, 2003, 2004, 2005 or 2006.

26. Defendants further violated the Bylaws by setting their terms for three years beginning in June of 2003; setting terms of one and a half years and two and a half years in 2006; and then setting their terms for three years in 2006. The terms are for two years according to ARTICLE IV, Government, Section 2, which provides “[a]ll Trustees shall be elected by the general association membership to serve two (2) year terms.”

27. In 2006, Defendants, Lisa Ross, Jim Murphy, Mark Briggs, and Donald Roeder, further violated the Bylaws by failing to “. . . select a slate of candidates of at least one but not more than three to fill each pending vacancy on the Board of Trustees. . . .” ARTICLE VI, Elections of Trustees and Officers, Section 2. There were no candidates for four areas and only one area had more than one candidate for the early 2006 election. For the late 2006 election which is to be held, no candidates were nominated for one area and no area had more than one nominee.

28. The Defendants further violated the Bylaws by failing to hold an actual election in 2006, with the exception of one area. The Bylaws provide that “[v]oting for the Trustees shall take place at the annual meeting, [sic] Ballots may be cast by all voting members attending the annual meeting or by proxy.” ARTICLE VI, Election of Trustees and Officers, Section 3.

29. In May of 2006, Defendant, Will Snell, moved that the unopposed candidates are elected by acclamation and ballots be prepared for area 14 and a meeting of the membership be called to elect a Trustee for that area. Defendants passed the motion.

30. Defendants further violated the Bylaws by misinforming members of their right to vote. The right of Members to vote is unambiguously guaranteed in ARTICLE X, General, Section 2 which provides that:

Nothing herein shall restrict the right of any member from voting on any matter at any general meeting of the association either in person or by proxy. . . .

31. Defendants, in November of 2003, violated the Bylaws with respect to the dues year. The dues year as dictated by the Bylaws is June 1 until the next June. ARTICLE III, Dues, Section 4 provides that: "Dues shall become payable on or before June 1 of the dues year." In November of 2003, Defendants determined that the calendar year and the fiscal year be coordinated and that all dues be collected on a calendar year basis, and this practice has continued to the present time.

32. Defendants, from November of 2002 through the present, have violated the Bylaws by collecting dues in violation of ARTICLE III, Dues, Section 1, which provides that dues are to be determined by a vote of the majority of Trustees and Officers at the first meeting of the new administration in June. No vote was ever held to determine the amount of dues from November of 2002 to the present.

33. Defendants, from November of 2002 through the present, have violated the Bylaws by failing to hold elections at the annual meeting that is supposed to occur in the fourth quarter of the year pursuant to ARTICLE V, Meetings, Section 1 and ARTICLE VI, Election of Trustees and Officers, Section 3.

34. Defendants also have violated the Bylaws by effectuating *de facto* amendments to the Bylaws. Pursuant to ARTICLE IX, Amendments, Section 1, amendments can only be made by a two-thirds majority of the members voting at a general meeting, either in person or by

proxy. The Defendants have violated the Bylaws with respect to the authority of the board of trustees, the procedure for the elections, the timing of elections, the terms of trustees, the voting rights of members, the setting of the dues years, and collection of dues, all resulting in a *de facto* amendment of the Bylaws.

35. As a direct result of Defendants' violation of the Bylaws, Plaintiffs and all other lot owners have suffered damages since November of 2002 in the form of a collection of unauthorized dues in an amount up to One Hundred Twenty Dollars (\$120.00) each.

36. Pursuant to Ohio Rule of Civil Procedure 57 and Ohio Revised Code Sections 2721.01 *et seq.*, Plaintiffs are entitled to Declaratory Judgment that the Defendants violated the Bylaws of the Chevington Woods Civic Association, Inc. as heretofore alleged.

37. Additionally, as it appears that Defendants intend to continue to act in violation of the Bylaws and Plaintiffs will continue to suffer irreparable harm for which no legal relief is available, pursuant to Ohio Rule of Civil Procedure 65 and Ohio Revised Code Sections 2727.01 *et seq.*, Plaintiffs are entitled to a preliminary and permanent injunction including:

- a. ordering and enjoining the Defendants from exercising or attempting to exercise any authority, actual or apparent, without a duly constituted board of trustees;
- b. ordering and enjoining Defendants from collecting any dues from members;
- c. ordering and enjoining Defendants from expending any funds of the Chevington Woods Civic Association, Inc. for any reason, with the exception of any property taxes due;
- d. ordering and enjoining Defendants from holding any more elections in direct contravention to the Bylaws

e. ordering and enjoining Defendants from denying members of their right to vote; and,

f. ordering and enjoining Defendants from any actions which result in an amendment of the Bylaws.

THIRD CLAIM - DECLARATORY JUDGMENT, INJUNCTIVE RELIEF AND MONEY DAMAGES

38. For their Third Claim, Plaintiffs, Chevington Woods Lot Owners, Chevington Woods North Lot Owners, and Chevington Woods North, Section No. 2, Lot Owners, incorporate the allegations contained in Paragraphs 1 (One) through 37 (Thirty-Seven) as if fully restated herein.

39. Each of the deeds to the three subdivisions contains a provision that grants power to the Grantee to alter or modify the restrictions. This power continued until the Grantee disposed of its ownership in the last lot in the subdivision. The provision further stated that enforcement shall be at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

40. Each of the deeds to the three subdivisions also contain a provision that grants power to an Architectural Control Committee to approve the building plans for the home on the lot and the placement of fences and other structures. The provision further provides, in part, that:

At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from or restore to the committee any of its powers and duties.

41. The original members of the Architectural Control Committee were designated in the deeds. All of the original members are deceased and they did not appoint any new members

to the Architectural Control Committee nor is there a duly recorded written instrument that changes the membership of the committee.

42. Upon formation of the Chevington Woods Civic Association, Inc., the power to enforce the restrictions and covenants was not re-allocated to the Chevington Woods Civic Association, Inc.

43. Prior to September of 2004, no enforcement of the deed restrictions contained in any of the deeds had occurred over the past three decades by the seeking of legal or equitable relief. Further, any violations which the Defendants seek to enforce, which include the construction of lamp posts and the storage of recreational, camping, or commercial vehicles in the open, have existed for an extended period of time, and in some cases, since the construction of the home. Due to the lack of enforcement and the extended period of time that these purported violations have existed, all such deed restrictions have been waived and/or abandoned and are no longer enforceable.

44. Defendants, without authority, have acted as the Architectural Control Committee without being appointed and in violation of the covenants contained in each of the three deeds.

45. Defendants have violated the covenants by causing a lawsuit to be filed in September of 2004 against a former resident of Chevington Woods North without the authority to do so. Defendants plan to continue to pursue litigation against lot owners for purported violations of the deed restrictions.

46. By these actions, Defendants have breached the covenants contained in their respective deeds and are liable for all direct and consequential money damages for the breach.

47. As a result of Defendants violation of the deed restrictions, Plaintiffs and all other lot owners since September of 2004 have suffered damages in the form of depreciation in the value of their real property in an amount in excess of Five Thousand Dollars (\$5,000.00) each.

48. Pursuant to Ohio Rule of Civil Procedure 57 and Ohio Revised Code Sections 2721.01 *et seq.*, Plaintiffs are entitled to Declaratory Judgment that the Defendants violated their respective deed restrictions by acting as an Architectural Control Committee and by enforcing and attempting to enforce the deed restrictions in their respective deeds as heretofore alleged.

49. Additionally, pursuant to Ohio Rule of Civil Procedure 57 and Ohio Revised Code Sections 2721.01 *et seq.*, Plaintiffs are entitled to Declaratory Judgment that the deed restrictions contained in each of the three deeds regarding lamp posts and the storage of recreational vehicles, campers, and commercial vehicles have been waived and/or abandoned and are unenforceable.

50. Additionally, as Defendants intend to continue to act in violation of the deed restrictions and Plaintiffs will continue to suffer irreparable harm for which no legal relief is available, pursuant to Ohio Rule of Civil Procedure 65 and Ohio Revised Code Sections 2727.01 *et seq.*, Plaintiffs are entitled to a preliminary and permanent injunction including:

a. ordering and enjoining the Defendants from exercising or attempting to exercise any authority, actual or apparent, in relation to the enforcement of the deed restrictions contained in their respective deeds; and,

b. ordering and enjoining Defendants from acting as the Architectural Control Committee.

FOURTH CLAIM - DERIVATIVE ACTION

51. For their Fourth Claim, Plaintiffs, Chevington Woods Lot Owners, Chevington Woods North Lot Owners, and Chevington Woods North, Section No. 2, Lot Owners, incorporate the allegations contained in Paragraphs 1 (One) through 50 (Fifty) as if fully restated herein.

52. Plaintiff, Elizabeth Hamilton, has been a member of the Chevington Woods Civic Association, Inc. since September of 2004. James Vohwinkel and Hallie C. Carroll have been a member of the Chevington Woods Civic Association, Inc. since October of 2003.

53. At all times relevant herein, remaining Plaintiffs have been members of the Chevington Woods Civic Association, Inc.

54. All three neighborhoods are represented by the various Plaintiffs. Plaintiffs have been residents of their respective neighborhoods for varying lengths of time. Plaintiffs have become familiar with provisions of the Bylaws and deeds. Most of the Plaintiffs have attended at least one of the meetings of the Defendants which are held monthly. Plaintiffs have reviewed some of the financial information provided by Defendants. Some of the Plaintiffs have engaged in speaking with a number of members who are not plaintiffs regarding some of the issues herein. At least three of the Plaintiffs have tried to become trustees. Plaintiffs fairly and adequately represent the members of the Chevington Woods Civic Association, Inc.

55. The Plaintiffs have requested that the Defendants relinquish their positions and provided Defendants with a detailed explanation of the Defendants' violations of the Bylaws and Deeds. As of this date, Defendants have failed to adequately respond to the requests of Plaintiffs.

56. Defendants have also acted inequitably and in violation of the due process rights of the members of the corporation. Such violations include failure to timely advise the members of actions taken by the trustees; failure to provide information to new lot owners; attempting to limit the free speech of members; use of a website for communication without providing a means to inform individuals who do not have the use of a personal computer of the Defendants' actions; posting of minutes well after the thirty days from the date of the meeting, while failing at the same time to provide enough descriptive information in the minutes to allow individuals to have any understanding of what occurred at the meetings; misinforming members of the meaning of the Bylaws, misinforming members of factual information, misrepresenting the financial condition of the corporation, denying access to legal counsel paid by corporation funds, misrepresenting the contents and provisions of the deeds, and refusing to appoint individuals as trustees based upon the individual's opinions.

57. Defendants have also wasted funds that are the property of the corporation for purposes not authorized nor supported by the members, including the filing of a lawsuit and the retention of counsel for the purpose of enforcing abandoned deed restrictions. Defendants may have also engaged in other actions that resulted in the wasting of corporate funds as the corporation has been operating at a loss since 2004 and the savings of the corporation has been spent in addition to any dues that were collected in 2003, 2004, 2005 and 2006. The total expenditures in the years 2004, 2005 and 2006 exceeded Forty Thousand Dollars (\$40,000.00).

58. Defendants have violated the Bylaws as heretofore alleged.

59. Defendants have acted outside the scope of authority of a board of trustees of the Chevington Woods Civic Association, Inc. by having pursued litigation and continuing to pursue litigation regarding purported violations of restrictive covenants contained in the deeds.

60. Defendants failed to act in accordance with a valid vote of the membership in the October of 2005 annual meeting to cease enforcement of the deed restrictions until an informed membership vote regarding the deed restrictions could be made.

61. Defendants are seeking to hold further invalid elections in 2006 by using a secret nominating committee, providing invalid proxy ballots that fail to allow a member to vote against a nominee, by making it appear that a member could vote for a trustee who resided in an area other than the area in which the lot owner resided, and failing to nominate at least one candidate for each area

62. Defendants have violated their fiduciary duties. Defendants acted in bad faith, in a manner opposed to the best interests of the corporation and without the care that an ordinarily prudent person in a like position would use under similar circumstances. Defendants' actions evidence a deliberate intent to cause injury to the corporation or were undertaken with a reckless disregard for the best interests of the corporation.

63. Defendants are required to make a full account of the funds of the corporation and to return to the corporation all monies expended in violation of their fiduciary duties.

WHEREFORE, Plaintiffs, Chevington Woods North, Section No. 2 Lot Owners, respectfully request that a Declaratory Judgment be entered that the lot owners of the subdivision, Chevington Woods North, Section No. 2, are not required to be members of the Chevington Woods Civic Association, Inc., a nonprofit corporation.

Plaintiffs, for their Second Claim, respectfully request that a Declaratory Judgment be entered declaring that Defendants violated the Bylaws of the Chevington Woods Civic Association, Inc. as set forth in Paragraphs 23 through 34, and a preliminary and permanent injunction be issued:

- a. ordering and enjoining the Defendants from exercising or attempting to exercise any authority, actual or apparent, without a duly constituted board of trustees;
- b. ordering and enjoining Defendants from collecting any dues from members;
- c. ordering and enjoining Defendants from expending any funds of the Chevington Woods Civic Association, Inc. for any reason, with the exception of any property taxes due;
- d. ordering and enjoining Defendants from holding any more elections in direct contravention to the Bylaws
- e. ordering and enjoining Defendants from denying members of their right to vote; and,
- f. ordering and enjoining Defendants from any actions which result in an amendment of the Bylaws.

Further, Plaintiffs request damages in the amount of dues paid by them up to the amount of One Hundred Twenty Dollars (\$120.00) each for Defendants' breach of the restrictions which require them to follow the Bylaws.

Plaintiffs, for their Third Claim, respectfully request that a Declaratory Judgment be entered declaring that Defendants violated their respective deed restrictions by acting as an Architectural Control Committee and by enforcing and attempting to enforce the deed restrictions in their respective deeds as set forth in Paragraphs 44 through 46, and that a preliminary and permanent injunction be issued:

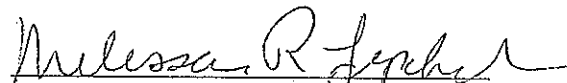
- a. ordering and enjoining the Defendants from exercising or attempting to exercise any authority, actual or apparent, in relation to the enforcement of the deed

restrictions contained in their respective deeds; and,

b. ordering and enjoining Defendants from acting as the Architectural Control Committee.

Further, Plaintiffs request damages in an amount in excess of Five Thousand Dollars \$5,000.00 each for Defendants' breach of the restrictions.

Plaintiffs, for their Fourth Claim, respectfully request that a full accounting be made of all the funds collected and expenditures made since November of 2002; that Defendants make restitution to the corporation in an amount in excess of Twenty-Five Thousand Dollars (\$25,000.00); and that a receiver be appointed to manage the funds of the corporation.



Melissa R. Lipchak (0055957)

Dritz Law Offices

50 West Broad Street, Suite 2200

Columbus, OH 43215

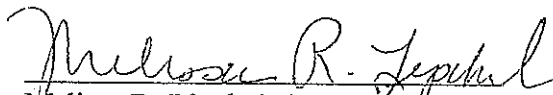
Phone: 614.464.4644; Fax 614.464.0946

melissa@dritzlaw.com

Attorney for Plaintiffs

JURY DEMAND

Plaintiffs herein respectfully demand a determination of the legal action by a jury of eight (8) persons.



Melissa R. Lipchak (0055957)

Attorney for Plaintiffs

VERIFICATION

We, the undersigned Plaintiffs, being first duly cautioned and sworn according to law, state that the facts as asserted in the attached Complaint for Declaratory Judgment, Preliminary Injunction, Permanent Injunction, Money Damages and Derivative Action are true and correct to the best of our knowledge and belief.

Eugene H Bednarski
EUGENE H BEDNARSKI

Deborah Anctil
Deborah Anctil

Richard W Moore
RICHARD W. MOORE

Mark Auctil
MARK AUCTIL

Elisabeth Moore
Elisabeth Moore

Victor Miller
VICTOR MILLER

Janet M. Workman
JANET M. WORKMAN

Richard D. Biggs
Richard D. Biggs

Gary L. Workman
GARY L. WORKMAN

James C. Volwinkel
JAMES C. VOLWINKEL

Jay C. Dellinger
JAY C. DELLINGER

Hallie C. Carroll
HALLIE C. CARROLL

Elizabeth Adamick
ELIZABETH ADAMICK

Nicholas Papa Jr
NICHOLAS PAPA JR

Francis A. Manukian
FRANCIS A. MANUKIAN
Vahak Alex Manukian
VAHAK ALEX MANUKIAN

Lois Papa
Lois Papa

Donald McMillen
DONALD MCMILLEN

Shawn A Davis II
SHAWN A DAVIS II

Brenda German-Lives
BRENDA GERMAN-LIVES

Mark A Schaffer
Mark A. Schaffer

Theodore W. Stacy
THEODORE W. STACY

Gina M. Stacy
Gina M. Stacy

Kelly A Schaffer
Kelly A. Schaffer

Clark A. Newell
CLARK A. NEWELL

Karen Edwards
KAREN EDWARDS

David Edwards
DAVID EDWARDS

Oron E. Schuss
ORON E. SCHUSS


Sworn to before me and subscribed in my presence this 7th day of December, 2006.


MELISSA R. LIPCHAK, Attorney At Law
Notary Public - State of Ohio
My Commission Has No Expiration Date
Section 147.03 R.C.

Melissa R. Lipchak
Notary Public


VERIFICATION

Now come Harlene and Ron Eggleston, being first duly cautioned and sworn according to law, and state that the facts as asserted in the attached Complaint for Declaratory Judgment, Preliminary Injunction, Permanent Injunction, Money Damages and Derivative Action are true and correct to the best of their knowledge and belief.


Harlene Eggleston


Ron Eggleston

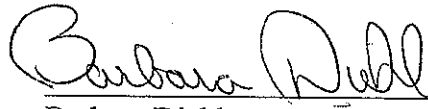
Sworn to before me and subscribed in my presence this 9th day of December, 2006.


Notary Public


MELISSA R. LIPCHAK, Attorney At Law
Notary Public - State of Ohio
My Commission Has No Expiration Date
Section 147.03 R.C.

VERIFICATION

Now comes Barbara Diehl, being first duly cautioned and sworn according to law, and states that the facts as asserted in the attached Complaint for Declaratory Judgment, Preliminary Injunction, Permanent Injunction, Money Damages and Derivative Action are true and correct to the best of her knowledge and belief.


Barbara Diehl

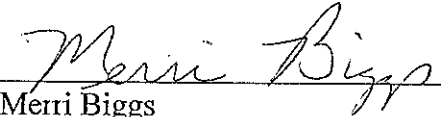
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Notary Public


MELISSA R. LIPCHAK, Attorney At Law
Notary Public - State of Ohio
My Commission Has No Expiration Date
Section 147.03 R.C.

VERIFICATION

Now comes Merri Biggs, being first duly cautioned and sworn according to law, and states that the facts as asserted in the attached Complaint for Declaratory Judgment, Preliminary Injunction, Permanent Injunction, Money Damages and Derivative Action are true and correct to the best of her knowledge and belief.


Merri Biggs


Sworn to before me and subscribed in my presence this 9th day of December, 2006.

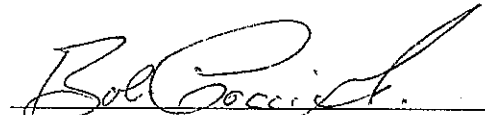

Notary Public

MELISSA R. LIPCHAK, Attorney At Law
Notary Public - State of Ohio
My Commission Has No Expiration Date
Section 147.03 R.C

VERIFICATION

Now come Paula and Bob Coccia, being first duly cautioned and sworn according to law,
and state that the facts as asserted in the attached Complaint for Declaratory Judgment,
Preliminary Injunction, Permanent Injunction, Money Damages and Derivative Action are true
and correct to the best of their knowledge and belief.


Paula Coccia


Bob Coccia

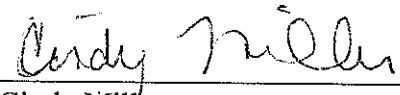
Sworn to before me and subscribed in my presence this 9th day of December, 2006.


Notary Public


MELISSA R. LIPCHAK, Attorney At Law
Notary Public - State of Ohio
My Commission Has No Expiration Date
Section 147 03 R.C.

VERIFICATION

Now comes Cindy Miller, being first duly cautioned and sworn according to law, and states that the facts as asserted in the attached Complaint for Declaratory Judgment, Preliminary Injunction, Permanent Injunction, Money Damages and Derivative Action are true and correct to the best of her knowledge and belief.


Cindy Miller

Sworn to before me and subscribed in my presence this 10th day of December, 2006.


Notary Public

MELISSA R. LIPCHAK, Attorney At Law
Notary Public - State of Ohio
My Commission Has No Expiration Date
Section 147.03 R.C.

VERIFICATION

Now comes Kitty Dellinger, being first duly cautioned and sworn according to law, and states that the facts as asserted in the attached Complaint for Declaratory Judgment, Preliminary Injunction, Permanent Injunction, Money Damages and Derivative Action are true and correct to the best of her knowledge and belief.

Kitty Dellinger
Kitty Dellinger

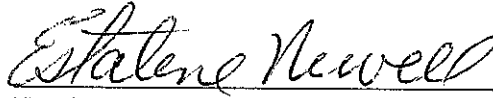
Sworn to before me and subscribed in my presence this 10th day of December, 2006.

Melissa R. Lipchak
Notary Public

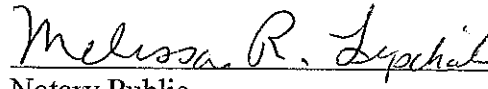
MELISSA R. LIPCHAK, Attorney At Law
Notary Public - State of Ohio
My Commission Has No Expiration Date
Section 147.03 R.C.

VERIFICATION

Now comes Estalene Newell, being first duly cautioned and sworn according to law, and states that the facts as asserted in the attached Complaint for Declaratory Judgment, Preliminary Injunction, Permanent Injunction, Money Damages and Derivative Action are true and correct to the best of her knowledge and belief.


Estalene Newell

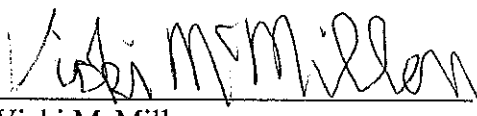
Sworn to before me and subscribed in my presence this 10th day of December, 2006.


Notary Public

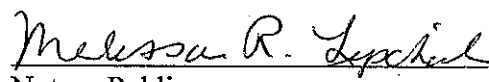
MELISSA R. LIPCHAK, Attorney At Law
Notary Public - State of Ohio
My Commission Has No Expiration Date
Section 147.03 R.C.

VERIFICATION

Now comes Vicki McMillen, being first duly cautioned and sworn according to law, and states that the facts as asserted in the attached Complaint for Declaratory Judgment, Preliminary Injunction, Permanent Injunction, Money Damages and Derivative Action are true and correct to the best of her knowledge and belief.


Vicki McMillen

Sworn to before me and subscribed in my presence this 10th day of December, 2006.


Notary Public

MELISSA R. LIPCHAK, Attorney At Law
Notary Public - State of Ohio
My Commission Has No Expiration Date
Section 147.03 R.C.