

EO758-1711

ARTICLES OF INCORPORATION

OF

GREEN BELT TWO ASSOCIATION

APPROVED  
By... MK /ayp  
Date... 6-6-60  
Amount... \$2500

The undersigned, desiring to form a corporation, not for profit, under §§1702.01 et seq., Revised Code of Ohio, hereby certifies:

ARTICLE I  
Name and Purposes

§1. Name. The name of the corporation is Green Belt Two Association.

§2. Purposes. The principal purposes of the Green Belt Two Association, (the "Association"), are:

(a) To acquire, own, maintain, and manage the real property or portions thereof (the portions of the property which are conveyed to the Association shall hereinafter be referred to as the "Open Space") designated as "Green Belt Two" on the attached Exhibit A, which Exhibit A is incorporated herein by this reference, and any other property which is conveyed to the Association with the consent of the Association; and to purchase, construct, own, maintain, and manage any and all facilities and improvements (including personal property) presently or in the future constructed or located thereon; all for the benefit of the owners of lots numbered 305 through 336 (the "Lots") in Riverside Green South Section 4.

(b) To establish and enforce reasonable rules and regulations for the use of the Open Space;

(c) To establish an orderly and efficient system for the payment of, or reimbursement for, all expenses of the Association, and of billing to pay such expenses;

(d) To establish and operate arbitration procedures for the settlement of disputes among Lot owners;

(e) To enforce restrictions imposed upon the Lots for the benefit of the Lots and/or the Association;

(f) To promulgate and enforce such rules and regulations, and perform such acts, as are deemed necessary to achieve the above-described objectives; and

(g) To carry on any other activities which a non-profit corporation may carry on under the Ohio Non-Profit Corporation Law.

ARTICLE II  
Offices and Period of Existence

§1. Office. The principal office of the Association shall be located in the City of Columbus, Franklin County, Ohio.

§2. Period of Existence. The period of existence of the Association shall be perpetual unless soon terminated in accordance with the terms of these Articles.

ARTICLE III  
General Powers

The Association shall have the power to own, accept, acquire, mortgage, and dispose of real and personal property, and to obtain, invest or disburse and retain funds, in advancing the purposes stated in Article I. The Association shall have the power to do any lawful acts, or things reasonably necessary or desirable for carrying out the Association's purposes, and for protecting the lawful rights and interests of its members in connection therewith.

ARTICLE IV  
Membership and Voting Rights

§1. Membership. The following persons shall be members of the Association: (a) George Wimpey of Ohio Inc., or its successors, (hereinafter referred to as "Wimpey"); and (b) every person or entity who is the record owner of any one of the lots (hereinafter referred to as a "Lot") numbered 305 through 336 in the Riverside Green South Section 4 subdivision.

§2. Privileges of Membership. Membership shall entitle the holder thereof, or its representative in the event that the member is not an individual or individuals, to all the privileges of membership, including the rights to vote and to hold office in accordance with the provisions of §3 of this Article IV; to have free access to all facilities; and to invite guests in accordance with the provisions of Article VII. Persons in the family of a member who live with the member, tenants in possession of a Lot and persons in the family of a tenant in possession of a Lot who live with such tenant, but who are not themselves members, shall have all privileges of membership, except that they shall not have the right to vote or to hold office.

§3. Voting Rights. The record owner of any Lot shall have one vote for each Lot which he owns. If more than one person or entity owns any single Lot, then the owners shall determine, among themselves, who shall be entitled to exercise the single vote for each Lot. If the owners of any Lot cannot jointly agree as to which of them shall be entitled to exercise the vote attributable to that Lot, then the right to vote shall be forfeited until such time as

the owners designate which of them shall exercise such vote. Notwithstanding any provision in these Articles to the contrary, all voting power of the Association shall be exercised by Wimpey until the later of the following two dates: (1) January 1, 1983; or (2) January 1 immediately following the date upon which 75% of the Lots, with Dwelling Units constructed thereon, have been sold to bona fide purchasers. Notwithstanding the foregoing, Wimpey may voluntarily relinquish such voting control at any time, in which event the owner of each Lot shall have one vote. The date upon which such voting control is relinquished by Wimpey, either voluntarily or upon the later of the two dates described above, shall be referred to as the "Turnover Date".

ARTICLE V  
Board of Trustees and Initial Trustees

§1. Number. The affairs of the Association shall be managed by a board of three (3) trustees who must be member (or representatives of members who are not individuals) of the Association. The number of trustees may be changed by amendment of the Code of Regulations of the Association.

§2. Initial Trustees. Until such time as a board of trustees shall be elected according to the provisions contained in the Code of Regulations, the affairs of the Association shall be governed by a board of initial trustees, composed of the following three (3) persons:

|                  |  |
|------------------|--|
| Gene C. Merryman | 3800 Sunbury Road<br>Columbus, Ohio 43219      |
| Harold M. Scott  | 5417 York Lane North<br>Columbus, Ohio 43227   |
| Armand Houze     | 11805 Woodbridge Lane<br>Baltimore, Ohio 43105 |

§3. Powers of Initial Trustees. The board of initial trustees shall have the same powers and duties enumerated in these Articles and in the Code of Regulations as for the elected board of trustees.

ARTICLE VI  
Assessments

The trustees of the Association shall, prior to January 1 of each year, determine the estimated costs of the Association in connection with fulfilling all of the purposes of the Association for the following calendar year. Such total shall be divided by 32. The resulting amount shall be the annual assessment for Lots for that calendar year. Assessments shall be collected in quarterly installments on or before the tenth day of January, April, July, and October.

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Any installment of assessments which are delinquent for 30 days shall earn interest at the rate of 10% per annum until paid.

Notwithstanding any provision in this Article VI, Wimpey shall pay all regular costs of operating the Association, and there shall be no assessments levied upon the Lots (except for special assessments levied by the Association to recover costs of causing compliance with the terms of the Declaration of Covenants, Easements, Restrictions and Assessment Lien), until the Turnover Date, which is the date that Wimpey relinquishes, voluntarily or by passage of time, its right to 100% of the voting power of the Association.

After the Turnover date (prior to which Wimpey pays all regular cost of operating the Association in accordance with the preceding paragraph) and until January 1 of the year immediately following the conveyance of the first Lot, with dwelling unit constructed thereon, to a bona fide purchaser, the maximum annual assessment shall be Sixty dollars (\$60.00) per Lot.

(a) From and after the later of the Turnover date and January 1 of the year immediately following the conveyance of the first Lot, with dwelling unit constructed thereon, to a bona fide purchaser, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after the later of the Turnover date and January 1 of the year immediately following the conveyance of the first Lot, with dwelling unit constructed thereon, to a bona fide purchaser, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of the owners of lots who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Trustees may fix the annual assessment at an amount not in excess of the maximum.

#### ARTICLE VII Guests

Guests of members, when and only when accompanied by a member, shall be entitled to the use of any facilities located on the property owned by the Association, subject to such fees, rules, cancellations, and regulations as may be adopted by the Board of Trustees.

#### ARTICLE VIII Insurance

The Association may keep the improvements erected on the property of the Association insured against loss by fire and other hazards. In addition, the Association may maintain liability insurance in such amount as is deemed sufficient by the Board of Trustees.

ARTICLE IX  
Net Earnings and Dissolution

§1. Net Earnings. No part of the net earnings of the Association shall inure to the benefit of or be distributable to its members, trustees, officers, or other persons, except that the Association shall be authorized and empowered to reimburse any trustee, officer or member for his actual expenses incurred in the performance of his duties and in the furtherance of the purposes set forth in Article I.

§2. Dissolution. The Association shall exist so long as; (a) the Association owns any portion of the Open Space, or (b) any restrictions remain applicable to any Lot, which restrictions are enforceable by the Association, or (c) the arbitration of disputes in connection with such restrictions has been delegated by such restrictions to the Association and continues to remain in force; whichever is longest.

ARTICLE X  
Amendment

§1. Notices of Amendment. A holder or insurer of a first mortgage upon any Lot, upon written request to the Association (which request shall state the name and address of such holder or insurer and a description of the Lot) shall be entitled to timely written notice of:

(a) Any proposed amendment of these Articles of Incorporation; or

(b) Any proposed termination of the Association (unless the Association automatically terminates pursuant to the provisions of Article IX, Section 2, above).

§2. Amendments Regarding Assessment and Voting. The consent of all Lot owners present, in person or by proxy, who are entitled to vote, at a duly called and noticed meeting of the Association, and the written consent of Wimpey, shall be required for any amendment of these Articles, which effect a change in (1) the method of dividing the assessments, (2) the method of voting on Association matters, or (3) the Fundamental Purposes for which the Association is organized.

§3. Other Amendments. Except where greater percentages are required pursuant to §2 of this Article X, the consent of 66 2/3% of the Lot owners present, in person or by proxy, who are entitled to vote, at a duly called and noticed meeting of the Association, and the written consent of Wimpey, shall be required to amend these Articles.

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ARTICLE XI  
Inspection of Association Books and Records

The holder and insurer of the first mortgage on any Unit shall be entitled upon request, to:

(a) Inspect the books and records of the Association during normal business hours; and

(b) After the Turnover Date, to require the preparation of and receive an annual audited financial statement of the Association for the immediately preceding calendar year, except that such statement need not be furnished earlier than April 1 following the end of such calendar year.

The members shall also have reasonable access to inspect the books, records and financial statements of the Association, including, after the Turnover Date, any annual audited financial statements when such are prepared.


IN WITNESS WHEREOF, I have hereunto set my hand this 6<sup>th</sup> day of June, 1980.

  
Kenton L. Kuehnle, Incorporator

ORIGINAL APPOINTMENT OF AGENT

Green Belt Two Association, an Ohio corporation not for profit, with its principal office in Franklin County, Ohio, hereby appoints Gene C. Merryman of 3800 Sunbury Road, Columbus, Ohio 43219, as its original statutory agent.

GREEN BELT TWO ASSOCIATION

By   
Kenton L. Kuehnle, Incorporator

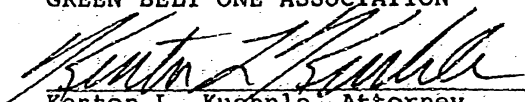
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CONSENT

June 6, 1980

Green Belt One Association, through its attorney, hereby consents to the formation and incorporation of "Green Belt Two Association" and the use of the name "Green Belt Two Association" by said corporation being formed by Kenton L. Kuehnle, sole incorporator.

GREEN BELT ONE ASSOCIATION

  
Kenton L. Kuehnle, Attorney

Consent

# RIVERSIDE GREEN SOUTH

## SECTION 4

0758-1716  
E 758-1716

Recorded in Volume 2, Page 18, of the Public Records of Franklin County, Ohio, on the 15th day of August, 1984, at 10:00 AM.

Witnessed by me, the undersigned, on this 15th day of August, 1984, at Columbus, Ohio.

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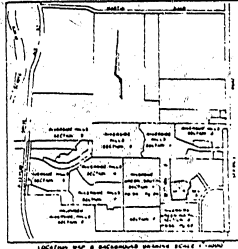
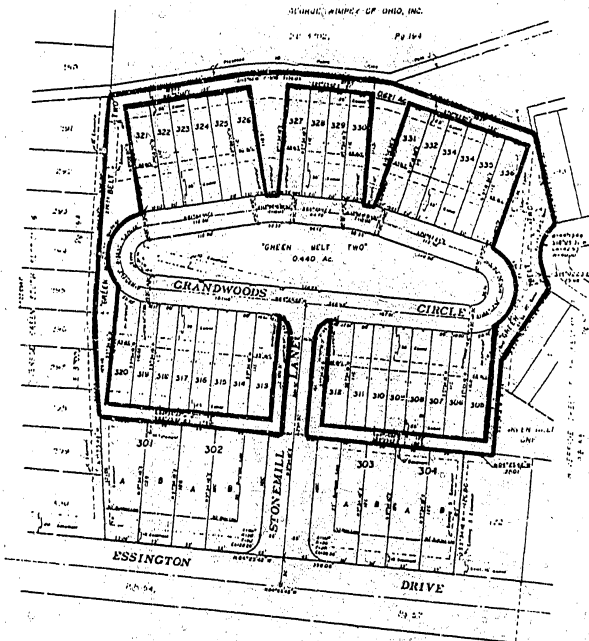
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DESIGNED & PLANNED BY  
EVANS, HIGHTWALT, HAMILTON & TILSON, INC.  
COLUMBUS, OHIO 43260

DATE: 8/15/84  
SCALE: AS SHOWN  
BY: [Signature]

"Exhibit A"  
Articles of Incorporation