

# **GREEN BELT TWO ASSOCIATION**

## **FIRST AMENDED CODE OF REGULATIONS**

### **ARTICLE I**

#### **Membership**

Each Lot owner, as defined in the *Declaration of Covenants, Easements, Restrictions, and Assessment Lien*, known herein as the *Declaration*, is a member of the Association.

### **ARTICLE II**

#### **Meetings of the Members**

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

Regular annual meetings of the Lot owners shall be held each year, on a date and at an hour established, from time to time, by the Board. The Board must call a meeting of the lot owners association at least once each year, and in any event, no more than fourteen (14) months from the date of the prior annual meeting.

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

Special meetings of the Lot owners may be called at any time by the president of the Board, upon written request of Lot owners entitled to exercise no less than a majority of the voting power of Lot owners, and when required by law.

##### **Section 3. Conduct of Meetings**

All meetings of Lot owners shall be conducted by the Board, and presided over by the president of the Board, or as otherwise directed by the Board.

##### **Section 4. Notice of Meetings**

Written notice of each meeting of Lot owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by personal delivery or by mailing a copy of such notice, postage prepaid, at least 15 days but no more than 30 days before such meeting, to each Lot owner. All meeting notices are to be addressed to the Lot owner's mailing address last appearing on the books of the Association, or supplied by such Lot owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least fifteen (15) days before the meeting. The notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

If the Lot owner provides the Board with an electronic (e-mail) address for the purpose of receiving a meeting notice, the Board may notify that Lot owner of the meeting by sending the meeting notice to the Lot owner at the e-mail address provided by the Lot owner using the same time lines provide above.

### **Section 5. Quorum; Adjournment**

The Lot owners present, in person or by proxy, at any duly called and noticed meeting of Lot owners, shall constitute a quorum for such meeting. Lot owners entitled to exercise a majority of the voting power of Lot owners represented at a meeting may, at any time, adjourn such meeting. If any meeting is so 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.

### **Section 6. Proxies**

At any meeting of Lot owners, a Lot owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting in accordance with any reasonable deadline or procedure established by the Board. Every proxy shall be revocable and shall automatically cease upon conveyance by a Lot owner of his, her or its Lot, and shall not be valid after the expiration of eleven (11) months.

### **Section 7. Voting Power**

Except as otherwise provided in the *Declaration*, or these bylaws, a majority of the voting power of Lot owners voting on any matter that may be determined by the Lot owners at a duly called and noticed meeting shall be sufficient to determine that matter.

### **Section 8. Action in Writing without Meeting**

Any action that could be taken by Lot owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Lot owners having not less than a majority of the voting power of Lot owners, or such greater proportion of the voting power as may be required by the *Declaration*, *Articles of Incorporation*, or this *First Amended Code of Regulations*.

### **Section 9. Voting Rights**

Each Lot owner shall be entitled to one vote for each Lot owned in fee simple pursuant to the *Articles of Incorporation*, Article VII, Section 3. The Board may suspend the voting rights of any Lot owner who has a delinquency with the Association. For purposes hereof, a member shall be deemed to have a delinquency during any time period that such Member has an outstanding sum payable to the Association which sum has not been paid, and which remains unpaid beyond the date on which such payment became due and payable.

## **Section 10. Meeting with Authorized Communications Equipment and Alternative Voting**

Notwithstanding any provision contained herein to the contrary, during such a time and only during such a time as any governmental rule, regulation, declaration, or other action, including, but not limited to a declared “State of Emergency” and the United States “National Emergency” in effect as of the date of the recording of this *Code*, prohibits or otherwise makes an in-person meeting of the Lot owners either impossible, unsafe, or impractical, the Board, in its reasonable discretion, shall be authorized to call and/or conduct any annual, special, or other meeting of the Lot owners, including, but not limited to, a meeting called for the purpose electing Directors to the Board whereby Lot owners may be permitted and/or exclusively allowed to attend the meeting “in person” by the use of Authorized Communications Equipment.

For the purposes of this Section, “Authorized Communications Equipment” shall be defined as any communications equipment that provides a transmission by telephone, video, telecopy, or any electronic means, from which it can be determined that the transmission was authorized by, and accurately reflects the intention of, the Lot owner or Director involved and, with respect to meetings, allows all persons participating in the meeting an opportunity to participate in the meeting and to vote on matters submitted to the Lot owners, including an opportunity to read or hear the proceedings of the meeting, participate in the proceedings, and contemporaneously communicate with the persons who are physically present at the meeting, if any.

For purposes of providing notice of the meeting, and any other requirements contained herein, the “place” of the meeting described within this provision may be a designated physical location or a virtual address or number reached solely by means of Authorized Communications Equipment. Any Lot owner who uses Authorized Communications Equipment under this provision is deemed to be present in person at the meeting whether the meeting is held at a designated place or solely by means of Authorized Communications Equipment.

In the event a purpose of a meeting of the Lot owners is to elect one or more Directors to the Board, the Board may forego taking nominations from the floor of the meeting, provided that the membership has been afforded a reasonable opportunity, as determined by the Board, to submit a nomination(s) prior to the election. The Board may adopt procedures and guidelines for the orderly operation of a meeting and voting, and any and all other actions as set forth in Chapters 1702 and 5312 of the *Ohio Revised Code*. By way of example and not limitation, this may include the ability of the Board to enact procedures for Lot owners to cast a vote by written ballots, mailed ballots, general or directed proxies, and/or Authorized Communications Equipment, even if any such method is not specified in the other provisions of the *Declaration* or these bylaws.

## **ARTICLE III**

### **Board of Directors**

#### **Section 1. Directors**

There shall be three (3) Directors elected at each annual meeting for a term of one calendar year. Directors may be re-elected and serve successive terms, with no limits to the number of terms a director may serve. Notwithstanding the foregoing, Association members exercising not less than a majority of the voting power of the Association may, at their discretion, change the number and terms of Directors.

#### **Section 2. Removal**

Any Director may be removed from the Board with or without cause, by a majority vote of the Lot owners. In the event of the death, resignation or removal of a Director, that Director's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Lot owners, when a Director shall be elected to complete the term of such deceased, resigned, or removed Director. In the event all Directors are removed, the members shall, at the meeting in which all Directors are removed, elect Directors to complete the terms of the removed Directors.

#### **Section 3. Qualification**

To qualify for nomination, election, or appointment as a Director, the prospect must be an individual who is a Lot owner, spouse of a Lot Owner, or if the Lot is not owned by an individual, any principal, member of a limited liability company, partner, director, officer, or employee of the owner may be elected to the Board. Such Lot owner shall not be delinquent in the payment of any obligation to the Association, or then be an adverse party to the Association or its Board or any member thereof (in that member's capacity as a Board member) in any litigation involving one or more of those parties.

#### **Section 4. Nomination**

Nominations for the election of Directors to be elected by the Lot owners shall be made by the Board or by nominations from the floor at the meetings. All nominees shall be Lot owners or spouses of Lot owners. If the Lot owner is not an individual, that Lot owner may nominate for the Board any principal, member of a limited liability company, partner, director, officer, or employee of that Lot owner.

#### **Section 5. Election**

Election to the Board by the Lot owners shall be by secret written ballot. At such elections, the Lot owners or their proxies may cast, in respect to each vacancy, such number of votes as they are entitled to under the provisions of the *Declaration*. The person receiving the largest number of votes shall be elected to the Board. In cases where there is a tie, the winner shall be determined

by lot, which is defined as “chance” (flip of a coin, drawing names from a hat, etc.). Cumulative voting is not permitted. The Board may conduct an election with the use of absentee ballots, mail ballots, or electronic voting as the Board approves.

### **Section 6. Compensation**

No Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of duties.

### **Section 7. Regular Meetings**

Regular meetings of the Board shall be held on such dates and at such places and times as may be fixed from time to time by resolution of the Board. Board meetings may be conducted by any method of communication, including electronic or telephonic communication, provided that each member of the Board can hear or read in real time and participate and respond to every other member of the Board.

### **Section 8. Special Meetings**

Special meetings of the Board shall be held when called by the president of the Board, or by a majority of the Directors, after not less than three days’ notice to each Director.

Notice of a special Board meeting may be sent via e-mail to a Director so long as the notice is sent no less than three days prior to the special Board meeting and the notice states the location, date, and time of the meeting and the purpose of the meeting.

### **Section 9. Quorum**

The presence at any duly called and noticed meeting, in person or by proxy, of Directors entitled to cast a majority of the voting power of Directors shall constitute a quorum for such meeting.

### **Section 10. Voting Power**

Each Director shall be entitled to a single vote, and, except as otherwise provided in the organizational documents, or by law, the vote of a majority of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

### **Section 11. Action in Writing without Meeting**

Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Directors.

## **Section 12. Powers**

The Board shall exercise all powers and authority, under law, and under the provisions of the organizational documents, that are not specifically and exclusively reserved to the Lot owners by law or by other provisions thereof, and without limiting the generality to the foregoing, the Board shall have the right, power and authority to:

- a.** Take all actions deemed necessary or desirable to comply with all requirements of law, and the association's organizational documents;
- b.** Obtain insurance coverage in an amount deemed adequate by the Board;
- c.** Enforce the covenants, conditions and restrictions set forth in the *Declaration*;
- d.** Repair, maintain, and improve Open Space elements, including vehicle parking areas;
- e.** Establish, enforce, levy and collect assessments, late fees, delinquent interest, and such other charges as are provided for in the *Declaration* and O.R.C. §5312;
- f.** Adopt and publish rules and regulations governing the use of the Open Space and the personal conduct of Lot owners, occupants and their guests thereon, and establish and levy enforcement charges for the infraction thereof;
- g.** Suspend the voting privileges and Open Space privileges of a Lot owner who is delinquent in the payment of assessments as defined in Article II, Section 9 of this *Code of Regulations*;
- h.** Declare the office of a member of the Board to be vacant in the event such director shall be absent from three consecutive regular meetings of the Board;
- i.** Subject to approvals as may be required pursuant to the provisions of organizational documents, authorize officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the association, which may include without limitation, management agreements, purchase agreements and loan documents, all on such terms and conditions as the Board in its sole and absolute discretion may determine;
- j.** Cause funds of the association to be invested in such reasonable investments as the Board may from time to time determine;
- k.** Borrow funds, as needed, and pledge such security and rights of the association, including the association's right to receive present or future assessments, as might be necessary or desirable to obtain any such loan;
- l.** Do all things and take all actions permitted to be taken by the association by law, or the association organizational documents not specifically reserved thereby to others; and
- m.** Impose reasonable charges for preparing, recording or copying amendments to the *Declaration*, resale certificates, or statements of unpaid assessments.

### **Section 13. Duties**

It shall be the duty of the Board to:

- a.** Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Lot owners at each annual meeting of Lot owners, or at any special meeting when such statement is requested in writing by Lot owners representing one-half or more of the voting power of Lot owners;
- b.** Supervise all officers, agents and employees of the Association and see that their duties are properly performed;
- c.** As more fully provided in the *Declaration*, to establish, levy, enforce, and collect assessments;
- d.** Issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;
- e.** Procure and maintain insurance and bonds as the Board deems advisable;
- f.** Cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the *Declaration*;
- g.** Cause the restrictions created by the *Declaration* to be enforced;
- h.** Prior to imposing a charge for damages or an enforcement assessment as allowed by Ohio law (O.R.C. §5312.11(c), provide the Lot owner a written notice that includes all of the following: 1) a description of the property damage or violation, 2) the amount of the proposed charge or assessment, 3) a statement that the owner has a right to a hearing before the Board of Directors to contest the proposed charge or assessment, 4) a statement setting forth the procedures to request a hearing, and 5) a reasonable date by which the Lot owner must cure the violation to avoid the proposed charge or assessment. After any hearing under this rule, the Board shall deliver to the Lot owner a written notice of the charge or assessment within 30 days of the date of the hearing. Any written notice under this rule may be delivered to the Lot owner or any occupant of the Lot by personal delivery, by certified mail, return receipt requested, or by regular mail.
- i.** Cause an annual budget to be prepared; and
- j.** Take other necessary actions to comply with all requirements of law and the Riverside Green South, Section 4 subdivision's organizational documents.

## **ARTICLE IV**

### **Officers**

#### **Section 1. Enumeration of Officers**

The officers of this association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. All must also be members of the Association. The same person may hold more than one office.

#### **Section 2. Selection and Term**

The officers of the association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

#### **Section 3. 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 4. Resignation and Removal**

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

#### **Section 5. Duties**

The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

- a. President.** The president shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.
- c. Secretary.** The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Lot owners, serve notice of meetings of the Board and of the Lot owners, and keep appropriate current records showing the names of Lot owners of the Association together with their addresses. The secretary shall act in the place and stead of the president and vice president in the event of their absence or refusal to act.
- d. Treasurer.** The treasurer shall assume responsibility for all monetary receipts and deposits in such bank accounts and investment of funds in such vehicles as the Board directs, the disbursement of such funds as directed by the Board, the keeping of a proper book of account, and the preparation of an annual budget and a statement of income and



expenditures. Budget and financial statements shall be presented to the Lot owners at annual meetings and/or delivered or mailed to each of the Lot owners. Any or all responsibilities of the treasurer may be delegated to a managing agent hired by the Board.

## **ARTICLE V**

### **Committees**

The Board may appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes.

## **ARTICLE VI**

### **Books and Records**

The books, records, and financial statements of the Association, including annual audited financial statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Lot owners and the holders, insurers and guarantors of first mortgages on Lots. Likewise, during normal business hours or under other reasonable circumstances, the Association shall have available for inspection by Lot owners, holders, insurers, and guarantors of first mortgages on Lots, and prospective purchasers, current copies of the association's organizational documents and the rules and regulations governing operation of the homeowners' association. The Association has authority to make reasonable rules and regulations regarding the type of documents inspected or requested by a Lot owner and charge a reasonable fee for copies and a reasonable fee, if applicable, for a property management company's time in securing such documents.

## **ARTICLE VII**

### **Audits**

As soon as reasonably possible after each fiscal year of the Association, the Board shall cause a review audit and a financial statement to be provided to each Lot owner. In addition, the Board shall cause the preparation and furnishing of an audited financial statement for the immediately preceding fiscal year, within a reasonable time following request (provided that no such statement need be furnished earlier than 120 days following the end of such fiscal year), in the following circumstances:

- a.** To each requesting Lot owner, at the expense of the Association, upon the affirmative vote of Lot owners exercising a majority of the voting power of Lot owners;
- b.** To each holder, insurer, or guarantor of a first mortgage upon a Lot who requests the same, in writing, provided the audit, if an audited statement is not already available, shall be prepared at the expense of such requesting party; and

- c. To each holder, insurer or guarantor of a first mortgage on a Lot who makes written request therefor, at the expense of the party requesting, if one is not available.

## **ARTICLE VIII**

### **Indemnification**

#### **Section 1. General**

The Association shall indemnify every person who is or has been a Director, officer, agent, or employee of the Association and those persons' respective heirs, legal representatives, successors and assigns, against expenses, including attorneys' fees, and judgments, decrees, fines, penalties, and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether in an action or proceeding by or in the right of the Association, or otherwise, in which such person was or is a party or is threatened to be made a party by reason of the fact that person was a Director, officer, employee, or agent of the association, or is or was serving in such capacity at the request of the Association, provided that person (a) acted in good faith and in a manner that person believed to be in or not opposed to the best interests of the Association, and (b) in any matter the subject of a criminal action or proceeding, had no reasonable cause to believe the questioned conduct was unlawful, but provided that in the case of any threatened, pending, or completed action or suit favor against any such person by reason of that person serving in such capacity, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of a duty to the association unless and only to the extent that the court in which such action was brought shall determine upon application that in view of all the circumstances of the case that person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

#### **Section 2. Determination**

Unless ordered by a court, the determination of indemnification, pursuant to the foregoing criteria, shall be made (a) by a majority vote of a quorum of Directors of the Association who were not and are not parties to or threatened with any such action, suit, or proceeding, or (b) if such a quorum is not obtainable, or if a majority of a quorum of disinterested Directors so direct, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association or any person to be indemnified within the past five years, or (c) by the Lot owners, or (d) by the court in which such action, suit, or proceeding was brought.

**Section 3. Non-Exclusive Right**

Any such indemnification shall not be deemed exclusive of any other rights to which such person may be entitled under law, any agreement, or any insurance purchased by the Association, or by vote of Lot owners, or otherwise.

**ARTICLE IX  
Fiscal Year**

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end of the 31st day of December of every year.

**ARTICLE X  
Amendments**

Any modification or amendment of the *Code of Regulations* (Bylaws) contained herein shall be made only by means of an amendment to this *Code of Regulations* in the manner and subject to the approvals, terms and conditions set forth therein, and within O.R.C. §5312.05(A) and with no less than 2/3 of the voting power of the members of the Association. Any or all amendment(s) shall be effective from the time a certificate setting forth such modification or amendment is delivered for official recording in the county in which the subdivision is located.

IN WITNESS WHEREOF, the President and Secretary of Green Belt Two Association have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
President

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Printed

## ACKNOWLEDGMENT

STATE OF OHIO  
COUNTY OF FRANKLIN ss:

Before me, a Notary Public, personally appeared the above-named \_\_\_\_\_,  
President and \_\_\_\_\_, Secretary respectively, and swore the signing hereof to be  
of their own free and voluntary act and that the same is true this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

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Notary Public