

# GREEN BELT THREE ASSOCIATION SECOND AMENDED CODE OF REGULATIONS

## ARTICLE I Name and Location

§1. **Name.** The name of the corporation shall be Green Belt Three Association (the “Association”).

§2. **Location.** The principal office of the Association shall be located in Franklin County, Columbus, Ohio.

## ARTICLE II Directors

§1. **Directors.** Members shall elect all directors annually 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.

§2. **Number.** The number of directors, all of whom shall be members or designated representatives of members by proxy, shall be three.

§3. **General Powers of Board of Directors.** The power, duties, and authority of the Association shall be exercised, its business and affairs shall be conducted, and its property shall be controlled, by a Board of Directors, except where otherwise required by the law of Ohio, the *Articles of Incorporation*, or these regulations.

### §4. **Powers and Duties of Board.**

The Board of Directors shall have the power to:

- a. Adopt and publish rules and regulations governing: the arbitration of disputes among members arising out of restrictions in the chains of title to such members’ Lots; the use of the facilities of the Association and the personal conduct of the members and their guests thereon and penalties for the infraction thereof; and budgets for revenues and expenditures and reserve an adequate amount to repair or replace capital items in the normal course of business without the necessity for special assessments, provided the amount set aside shall not be more than 10% of the budget for that year unless the reserve requirement is waived annually by Lot owners possessing not less than 66% of voting power of the members present.
- b. Adopt and amend rules that regulate the collection of assessments and delinquent assessments from members of the Association;
- c. Suspend a member’s voting rights during any period in which such member shall be in default in the payment of any assessment levied by the Association or as a result of any member’s infraction of the rules and regulations established by the directors;

- d. Declare the position of any director to be vacant in the event such director shall be absent without permission from the remaining Board members from three consecutive regular meetings of the Board of Directors;
- e. File with the Franklin County Recorder the Association's lien for unpaid assessments, late charges and/or penalties against any property for which such debts are not paid within 90 days after due date thereof; file a collection action in Franklin County Municipal Court against the party personally obligated to pay the same; or foreclose the Association's lien in accordance with Article III(h) of the *Articles of Incorporation* and Section 10(d) of the *Declaration of Covenants, Easements, Restrictions, and Assessment Lien*;
- f. Employ such employees (including, without limitation, a property manager, attorney, accountant, and/or independent contractors) as it deems necessary or appropriate to operate the facilities owned by the Association, to defend or assist in managing the Association, and to prescribe the duties of each such employee;
- g. Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action/proceeding, that is in the name of, or threatened against, the Association, directors, officers, or property related to the Association;
- h. Enter into such contracts, agreements, and make such other arrangements upon such terms and conditions as it deems necessary or appropriate to operate and maintain the facilities owned by the Association;
- i. Cause all officers, directors, or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- j. Enforce the covenants, conditions and restrictions set forth in the *Code of Regulations*, the *Declaration of Covenants, Easements, Restrictions and Assessment Lien*, and the *Articles of Incorporation* with respect to the Association;
- k. Establish enforce, levy and collect assessments, late charges, returned check charges, and impose reasonable enforcement assessments as provided in the *Declaration of Covenants, Easements, Restrictions and Assessment Lien*;
- l. Impose reasonable charges for preparing, recording, or copying documents and statements;
- m. Take any action(s) necessary to comply with all requirements of the law, this *Code of Regulations*, the *Declaration of Covenants, Easements, Restrictions and Assessment Lien* and the *Articles of Incorporation*;
- n. Borrow funds to finance authorized activities, grant security and pledge or assign revenues received or to be received as security for repayment thereof;
- o. Cause excess funds to be invested in such investments as the Board deems desirable and prudent; and

- p. Authorize the President to execute any deeds, easements, mortgages or other conveyances of all or any portion of any real or personal property owned by the Association.

The Board of Directors shall have the duty to:

- a. Cause to be kept a complete record of all its acts and the Association's affairs and publish such information as necessary or when requested in writing by members possessing at least 10% of the voting power of the Association;
- b. Supervise all officers, agents and employees of the Association, and see that their duties are properly performed;
- c. Fix the amount of the general assessment at least 30 days in advance of each fiscal year;
- d. Notify all Lot owners at least 30 days in advance of any change in the amount of the annual general assessments, and levy all such assessments as liens;
- e. Cause all facilities owned by the Association to be properly maintained;
- f. Issue, or cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- g. Procure and maintain liability, fire and other hazard insurance on property owned by the Association; and
- h. Take all actions which are necessary to comply with the law, the *Articles of Incorporation*, the *Code of Regulations*, and the *Declaration of Covenants, Easements, Restrictions, and Assessment of Lien*.

**§5. Removal and Resignation.** Any director may be removed from the Board, with or without cause, by the members of the Association at any special meeting of the members if in the notice of such meeting the intention to consider such removal is specifically stated. Removal requires the affirmative vote of members possessing not less than 66%, of the voting power of the members present at a duly called and noticed meeting; provided, however, that the voting power exercised by the members shall, at all times, be determined in accordance with the provisions of Article VII of the *Articles of Incorporation*. Any director may resign by giving written notice to any director or officer. Such resignation shall take effect at the time specified therein. Unless otherwise specified therein, the acceptance of a resignation shall not be necessary to make it effective.

**§6. Vacancies.** A vacancy on the Board of Directors may be filled by a majority vote of the remaining directors, even though they are less than a quorum. A director so elected shall serve for the remainder of the term for the director position that was vacated. In the event that a vacancy cannot be filled by a majority vote of the remaining directors, the remainder of the term

for the vacated director position shall be filled by the Treasurer. If the Treasurer is also serving as a director, then the Secretary shall fill the vacancy. If both the Treasurer and Secretary are serving as directors, or the remaining directors cannot fill the vacancy, the director position shall remain vacant until the Association's annual general election in the fall.

**§7. Compensation.** Directors shall not receive compensation from the Association for any services rendered to the Association as part of their official duties as defined in this Article II of the *Code of Regulations*, except for the reimbursement of actual expenses incurred in the performance of official duties.

### **ARTICLE III**

#### **Nomination and Election of Directors**

**§1. Nomination.** Nominations for election to the Board of Directors shall be submitted by any director, officer, or member of the Association.

**§2. Election.** Election to the Board of Directors shall be by written ballot distributed in the fall of each calendar year. Upon such election, the members, their proxies, and absentee voters may cast as many votes as they are entitled under the provisions of the *Articles of Incorporation*, in respect to each director position. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

**§3. Re-election, Successive Terms, and Election by Default.** Directors may be re-elected and serve successive terms, with no limits to the number of terms a director may serve.

### **ARTICLE IV**

#### **Meeting of Directors**

**§1. Regular Meetings.** Regular meetings of the Board of Directors shall be held at such times, at least annually, during the calendar year, and at such places as the Board of Directors may decide.

**§2. Special Meetings.** Special meetings of the Board of Directors may be held as necessary when approved in by a majority of the Board of Directors, and provided that at least three days notice are given to each director announcing the scheduled time, date and location of the meeting.

**§3. Quorum.** The presence at any duly called and noticed meeting of directors entitled to exercise a majority of the voting power of directors shall constitute a quorum for such meeting.

**§4. Organization.** At each meeting of the Board of Directors, the President, or in his absence, the Vice President, or in the absence of both, the remaining director shall preside and act as Chairman; the Secretary, or if the Secretary is not present, any person whom the chairman of the meeting shall appoint, shall act as Secretary of the meeting.

**§5. Actions in Lieu of Official Meetings.** Actions by the Board of Directors may be taken without conducting official meetings in the same physical location, such as those actions that occur in between scheduled meetings through use of the Internet or any associated electronic communication, provided that all directors are in agreement with the medium and format. All actions taken in lieu of official meetings shall be documented and entered into the records of the Association.

**§6. Meetings Through Alternative Forms of Communication.** Meetings of the Board of Directors may be conducted through any means of communication, including electronic or telephonic communication, provided that all participants have equal access and can hear or read in real-time and respond to each other accordingly. For purposes of these regulations, any director using alternative forms of communication shall be considered present in attendance and directly participating in a meeting activity.

## **ARTICLE V**

### **Officers and Their Duties**

**§1. Enumeration of Offices.** The officers of this Association shall be a President and a Vice President, who shall be members of the Board of Directors, a Secretary, a Treasurer, an Assistant Treasurer, and other officers as the Board may from time to time by resolution create. The same person may hold more than one office in accordance with the provisions of §4 of this Article V.

**§2. Election of Officers.** The election of officers by the directors shall take place each calendar year at the first meeting of the Board of Directors following the annual meeting.

**§3. Term.** The officers of the Association shall serve annually, unless any such officer shall sooner resign, be removed, or otherwise be disqualified to serve. Officers may be re-elected by directors and serve successive terms, with no limits to the number of terms an officer may serve.

**§4. Special Appointments.** The Board of Directors may elect such other officers as the affairs of the Association may require, each of which officers shall hold position for such period, have such authority and perform such duties as the Board of Directors may from time to time determine. The Board of Directors may delegate to any officer the power to appoint any subordinate officers, agents or committees. In the absence of any officer or for any other reason the Board of Directors may deem sufficient, the Board of Directors may delegate for such time as they determine, the powers and duties of such officer to any other officer or to any director.

**§5. Resignation and Removal.** Any officer may be removed from office, with or without cause, by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**§6. Vacancies.** A vacancy in any office may be filled by appointment by the Board of Directors with a majority affirmative vote. The officer appointed to a vacancy shall serve for the remainder of the term of the office that was vacated.

**§7. Duties.** The duties of the officers shall be as follows:

### **President**

The President shall preside at all meetings of the Board of Directors and of the members; see that orders and resolutions of the Board are carried out; sign all leases, mortgages, deeds and other written instruments in which the Association is a party; and when necessary and authorized by the Board of Directors, sign checks and promissory notes of the Association.

### **Vice President**

The Vice President shall act in the place and stead of the President in the event of his absence, inability, or refusal to act, and exercise and discharge such other duties as may be required of him by the Board of Directors or the President.

### **Secretary**

The Secretary shall record the votes and keep the minutes of all meeting and proceedings of the Board of Directors and of the members; serve notice of meetings of the Board of Directors and of the members; keep appropriate current records showing the members of the Association together with their addresses, and perform such other duties as required by the board or the President.

### **Treasurer**

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at the annual meeting.

### **Assistant Treasurer**

The Assistant Treasurer shall help the Treasurer perform all assigned duties as required by the Board or President; fulfill the responsibilities of the position of Treasurer in the absence or in the event the position of Treasurer is vacated; and shall assist the Treasurer in all other duties that may be required or necessary in serving the Association's fiscal interests.

## **ARTICLE VI Committees**

The Board of Directors may appoint such committees as it deems appropriate to carry out its purpose.

## **ARTICLE VII Meeting of the Members**

**§1. Members.** Each recorded owner of a Lot located in Riverside Green South, Section 5 subdivision, shall be a member of the Green Belt Three Association.

**§2. Annual Meeting.** The Board of Directors shall schedule an annual meeting of the members at a date, time, and location deemed appropriate during the fall months of each calendar year.

**§3. General or Special Meetings.** Meetings of the members for general or special purposes may be called by the President, with a majority approval by the Board of Directors and officers, or by members possessing at least 10% of the voting power of the Association submitting their meeting request in writing to the President or Secretary.

**§4. Place of Meetings.** Meetings of the members shall be held at a location designated by the Board of Directors.

**§5. Notice of Meetings.** Written notice of the time, date, location and purpose of any meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting. Such notices shall be issued to all members in good standing, according to §11 of this Article VII, and shall be mailed at least 15 days, but not more than 30 days, prior to the date for such meeting.

**§6. Waiver of Notice.** Any member, either before or after any meeting, may waive any notice thereof required by law, the *Articles of Incorporation*, or these regulations. Waivers must be in writing and filed with the Secretary of the Association and entered upon the records of the meeting. Notwithstanding the foregoing, notice of a meeting will be deemed to have been waived by any member who attends such meeting and who does not, before or at the commencement of the meeting, protest the lack of proper notice.

**§7. Quorum.** At any meeting of the members, the presence of members in person or by proxy possessing 10% of the voting power of the Association shall constitute a quorum for the transaction of business, except when a greater number is required by a governing provisionlaw. If, however, such quorum shall not be present or represented at the meeting, the members entitled to vote thereat shall have the power to adjourn the meeting without notice until a quorum shall be later present or represented. At any reconvened meeting at which a quorum is present, any business may be transacted that might have been transacted at the meeting originally scheduled.

**§8. Proxies.** Proxy voting shall be permitted. All proxies shall be in writing and filed with the Secretary no later than 30 minutes before an election, voting deadline or scheduled meeting time. Each proxy shall be revocable and shall automatically cease upon conveyance by any member of his Lot, or upon suspension of any member's privileges as provided in these regulations.

**§9. Absentee Ballot.** Absentee voting shall be permitted. All absentee ballots shall be in writing and distributed by the Association through ordinary mail to all Lot owners at least 15 days, but not more than 30 days, prior to an election or meeting. Absentee ballots must be received by the Association at an address provided to all Lot owners within 24 hours before a voting deadline or scheduled meeting time. Any ballot(s) received after this time or that are not properly postmarked will not be counted.

**§10. Organization.** At each meeting of the members, the President, or in his absence, the Vice President, or in the absence of both, a member chosen by a majority vote of those present and

entitled to vote, shall act as Chairman; the Secretary, or in his absence, any person appointed by the Chairman, shall act as Secretary for the meeting.

**§10. Order of Business.** The order of business at any meeting of the members shall be as follows:

1. Roll call

***A Quorum Being Present:***

2. Begin procession of the meeting or waiver thereof;
3. Reading of the minutes of the preceding meeting and action thereon, unless dispensed with by unanimous consent;
4. Report of the Board of Directors, if any;
5. Reports of the officers, if any;
6. Reports of committees, if any;
7. Election of directors or appointment of officers, if any;
8. Unfinished business, if any; and
9. New business, if any.

The order of business at any meeting may be changed by the affirmative vote of members possessing 66% of the voting power of the members present and entitled to vote.

**§11. Voting Rights.** Each member shall be entitled to cast the number of votes provided by Article VII of the *Articles of Incorporation*. Each member may vote in person, by proxy or by absentee ballot. The Board of Directors may fix a date, not exceeding seven days prior to the date of any meeting of members, as a record date for determining members in good standing, entitling them to vote at such meeting. If a record date is not fixed by the Board of Directors, any person who becomes a member before a meeting of the members is convened shall be entitled to vote at such meeting. Voting for the election of directors shall be by written ballot, but all other votes shall be conducted orally unless otherwise directed by the Board of Directors.

**§12. Voting Power.** Except as otherwise provided herein, 66% of the voting power of members present at a duly called meeting will be deemed sufficient to determine all matters of voting. The rules of *Robert's Rules of Order* shall apply to the conduct of all meetings of members except as otherwise specifically provided herein.

**§13. Privileges of Membership.** Membership shall entitle the holder thereof, or its designated representative by proxy, to all the privileges of membership, including the rights to vote and to hold office in accordance with the provisions hereof.



## **ARTICLE VIII**

### **Indemnification of Directors, Officers, and Other**

**§1. Indemnification: Actions by Others.** The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceedings, whether civil, criminal, administrative, or investigative, other than action by or in the right of the Association, by reason of the fact that he is or was a director or officer of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, or other enterprise, against expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement, actually and reasonably incurred by him in connection with such action, suit, or proceedings, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and with respect, to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

**§2. Indemnification: Actions by or in the Right of the Association.** The Association shall indemnify every person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit or proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, or other enterprise against expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement, actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, except that 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 his duty to the Association unless and only to the extent that the Court of Common Pleas or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the Court of Common Pleas or such other court shall deem proper.

**§3. Successful Defense.** To the extent that a person specified in §1 or §2 has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in §1 and §2, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by him in connection therewith.

**§4. Specific Case Determinations.** Any indemnifications under §1 and §2, unless ordered by a court, shall be made by the Association only as authorized in the specific case upon a

determination that indemnification of the person specified in §1 or §2 is proper in the circumstances because he has met the applicable standard of conduct set forth in §1 and §2. Such determination shall be made by (1) a majority vote of a quorum consisting of directors of the Association who were not and are not parties to or threatened with any such action, suit, or proceedings; or (2) if such a quorum is not attainable, or if a majority of a quorum of disinterested directors so directs, 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 (3) by the members; or (4) by the court in which such action, suit, or proceeding was brought. Any determination made by the disinterested directors under this §4 or by independent legal counsel under this §4 shall be promptly communicated to the person, if any, who threatened or brought the action or suit by or in the right of the Association under §2, and within 10 days after receipt of such notification, such person shall have the right to petition the court in which such action or suit was brought to review the reasonableness of such determination.

**§5. Advance Payment.** Expenses, including attorneys' fees, incurred in defending any action, suit, or proceeding referred to in §1 and §2, may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the directors in the specific case upon receipt of an undertaking by or on behalf of the person specified in §1 or §2 to pay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized by this Article VIII.

**§6. Non-Exclusive.** The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the *Articles of Incorporation* or these regulations or any agreement, vote of members or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to serve in a capacity hereinabove specified, and shall inure to the benefit of the heirs, executors, and administrators of such a person.

**§7. Insurance.** The Association shall purchase and maintain insurance on behalf of any person specified in §1 or §2 against any liability asserted against him and incurred by him in any such capacity, or rising out of his status as such, whether or not the Association should have the power to indemnify him against such liability under this Article VIII.

**§8. Other Entities.** For purposes of this Article VIII, references to the Association include all constituent corporations in a consolidation or merger and the new or surviving corporation, so that any person who is or was serving in a capacity specified herein shall stand in the same position under this Article VIII with respect to the new or surviving corporation as he would if he had served the new or the surviving corporation in the same capacity.

## **ARTICLE IX**

### **Books and Records**

The books, records and papers of the Association shall be available for inspection by any member at the convenience of the Secretary. The *Articles of Incorporation*, the *Code of Regulations*, and

the *Declaration of Covenants, Easements, Restrictions, and Assessment Lien*, and other relevant documents regarding policies and governance of the Association shall be viewable and downloadable by any member at the official Web site of the Association. Copies of all documents are available at a reasonable cost to those Association members without Internet service.

## **ARTICLE X**

### **Amendment of Regulations**

The *Code of Regulations* may be amended, added to, repealed, or superseded by new regulations upon giving notice of such to members of the Association and by the affirmative vote of members possessing not less than 66% of the voting power of the members present and entitled to vote in person, by proxy, or by absentee at a duly called and noticed meeting; provided, however, that the voting power exercised by the members of the Association shall, at all times, be determined in accordance with the provisions of Article VII of the *Articles of Incorporation*.

## **ARTICLE XI**

### **Miscellaneous**

**§1. Conflict Between Articles and Code of Regulations.** In the case of any conflict between the *Articles of Incorporation*, the *Declaration of Covenants, Easements, Restrictions, and Assessment Lien*, and the *Code of Regulations*, the *Articles of Incorporation* shall preside and control.

**§2. Fiscal Year.** The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

\* \* \* \* \*

## DECLARATION OF AMENDMENT

The preceding *Code of Regulations* includes amendments that were voted upon and approved by the Green Belt Three Association, in accordance with the provisions of Article X contained herein.

Signed and acknowledged this \_\_\_\_th day of \_\_\_\_\_, 2012, in the presence of:

\_\_\_\_\_  
Steven Storts, President                      Ann Hill, Director                      Karen Weldon, Director

State of Ohio                                      }  
County of Franklin

On this \_\_\_\_th day of \_\_\_\_\_, 2012,

appeared Steven Storts, Ann Hill, and Karen Weldon,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged by me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument to the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public Signature