

OHIO SECRETARY OF STATE  
PROCESSING STATEMENT  
1/27/96

CHARTER NUMBER: 936065  
ROLL AND FRAME: 5465-0672  
**05465-0672**

CORPORATION:	DOCUMENT NUMBER	CODE	FEE
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THE MEADOW OF WILDWOOD CONDOMINIUM ASSOCIATIO N, INC.	96032254401	ARN	25.00

098596

RETURN TO: FROST & JACOBS  
ATTN B K MUNCIE  
10 W BROAD ST STE 1000  
COLUMBUS OH 43215

TOTAL : 25.00  
  
0228

05465-0673



# The State of Ohio

**Bob Taft**

Secretary of State

936065

## Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous

Filings; that said records show the filing and recording of: ARN

of:

THE MEADOW OF WILDWOOD CONDOMINIUM ASSOCIATION, INC.

United States of America  
State of Ohio  
Office of the Secretary of State

Recorded on Roll 5465 at Frame 0674 of  
the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State at  
Columbus, Ohio, this 22ND day of MARCH

A.D. 19 96 .



*Bob Taft*  
Bob Taft  
Secretary of State

05465-0074

**ARTICLES OF INCORPORATION  
OF  
THE MEADOW OF WILDWOOD  
CONDOMINIUM ASSOCIATION, INC.**

**APPROVED**

By [Signature]  
Date 3-22-96  
Notary [Signature]  
96032254401

The undersigned, an adult resident of the State of Ohio has this day voluntarily formed a non-profit corporation pursuant to the provisions of §1702 of the Ohio Revised Code, and does hereby certify as follows:

**ARTICLE I  
NAME**

The name of the corporation is **THE MEADOW OF WILDWOOD CONDOMINIUM ASSOCIATION, INC.** (the "Association").

**ARTICLE II  
ADDRESS**

The place in Ohio where the principal office of the Association is to be located is: 1055 St. Paul Place, Cincinnati, Butler County, Ohio 45202-1687. The principal office may be changed from time to time by action of the board of managers (the "Board") of the Association.

**ARTICLE III  
PURPOSE**

The purpose for which this Association is being formed is: to function as a unit owners' association for The Meadow of Wildwood Condominium (the "Condominium") as required by §5311.08 of the Ohio Revised Code. The Condominium will be created by the filing of the Declaration of Condominium Ownership (the "Declaration") with the Recorder of Butler County, Ohio. The Association does not contemplate pecuniary gain or profit to its members. Generally, the Association is being formed to develop, maintain, repair, alter, improve, operate, administer, service and generally manage the Condominium property.

**ARTICLE IV  
BOARD OF MANAGERS**

The affairs of this Association shall be managed by a board of managers, who need not be members of the Association. The number of managers shall be no less than three and no more than five, unless changed by amendment of the Code of Regulations of the Association (the "Regulations"). The original managers shall be:

05465-0672

Philip T. Montanus  
1055 St. Paul Place  
Cincinnati, Ohio 45202

Ron Parmiter  
1055 St. Paul Place  
Cincinnati, Ohio 45202

Judith A. Daley  
1055 St. Paul Place  
Cincinnati, Ohio 45202

The Board shall serve as the trustees and managers of the Association and shall exercise all of the powers and have all of the duties of trustees as set forth in §1702 of the Ohio Revised Code, except as limited by the provisions of §5311 of the Ohio Revised Code, the Declaration or the Regulations.

#### ARTICLE V POWERS OF THE ASSOCIATION

In order to accomplish the purposes set forth above, the Association shall have the following powers, in addition to those set forth in the Declaration:

- A. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association, and to enforce all of the covenants, easements, restrictions, licenses, conditions and liens, as set forth in the Declaration.
- B. To fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office, administrative and other expenses incident to the conduct of the business of the Association, including all license fees, taxes or governmental charges levied or imposed against the property of the Association.
- C. To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.
- D. To borrow money, to invest its funds, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.
- E. To dedicate, sell or transfer all or any part of the common areas to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the Members.
- F. To obtain and maintain insurance as provided in the Declaration.
- G. To have and to exercise any and all powers, rights and privileges which a corporation organized under the non-profit corporation law of the State of Ohio by law may now or hereafter have or exercise.

05465-0676

#### **ARTICLE VI MEMBERSHIP**

Membership is a right appurtenant to and inseparable from a unit owner's fee simple title to a unit. Such membership shall terminate upon the sale or other disposition of such unit, at which time the new unit owner shall automatically become a member of the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate an owner's membership. There shall be no more than one membership per unit owned. If any unit owner consists of more than one person, then such persons shall have one membership in the Association in common.

#### **ARTICLE VII VOTING RIGHTS**

The Association shall have one class of voting membership. Subject to the rights and powers reserved to TOWNE DEVELOPMENT GROUP, LTD. (the "Developer") in the Declaration and the Regulations, each unit owner shall be entitled to one vote for each unit in which they hold fee simple interest. The Developer shall be a member so long as it retains title to any unit. There shall be only one vote per unit. If an owner is comprised of more than one person, then the vote for such unit shall be exercised, either fractionally or as an undivided vote, as those owners themselves determine unanimously and advise the secretary of the Association in writing by notice as herein provided. In the absence of such notice, the vote attributable to such unit shall be suspended. Such determination may be revoked by written notice to the secretary of the Association. No vote of members at a meeting shall be effective unless a quorum of twenty-five percent (25%) of the voting power of the members are present or represented by valid written proxy.

#### **ARTICLE VIII DISSOLUTION**

The Association may be dissolved with the written assent signed by not less than seventy-five percent (75%) of the entire membership. Upon dissolution of the Association other than incident to a merger or consolidation, the assets of the Association shall be expended in furtherance of the purposes set forth herein, or dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created, or according to a plan adopted and administered by the Board.

#### **ARTICLE IX DURATION**

The Association shall exist perpetually, unless earlier dissolved by law or pursuant to the terms hereof.

05465-0677

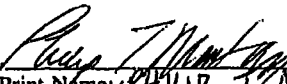
**ARTICLE X  
INDEMNIFICATION**

The Association shall indemnify every officer and manager of the Association against any and all claims, liabilities and expenses, including attorneys' fees, reasonably incurred by or imposed upon any officer or manager in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which (s)he may be a party by reason of being or having been an officer or manager. The officers and managers shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The officers and managers of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except and to the extent that such officers and managers may also be members), and the Association shall indemnify and forever hold each such officer and manager free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any officer or manager, or former officer or manager, may be entitled.

**ARTICLE XI  
AMENDMENTS**

Except as may be otherwise provided in the Declaration, amendment of these Articles shall require the assent of seventy-five percent (75%) of the voting power of the Association.

IN WITNESS WHEREOF, for the purpose of forming this non-profit corporation under the laws of the State of Ohio, I, the undersigned, constituting the sole incorporator of this Association, have executed these Articles this 17 day of March, 1996.

  
Print Name: PHILIP T. MONTANUS

05465-0678

STATE OF OHIO            )  
                              ) SS:  
COUNTY OF HAMILTON    )

The foregoing instrument was acknowledged before me, a notary public, this 12<sup>th</sup>  
day of March, 1996 by Philip T. Montanus.

Kim Tarbell  
Notary Public

This Instrument Prepared By:  
Susan M. Lucci, Esq.  
FROST & JACOBS  
2500 PNC Center  
201 East Fifth Street  
Cincinnati, Ohio 45202-4182

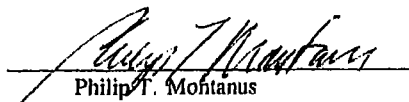


KIM TARBELL  
Notary Public, State of Ohio  
My Commission Expires March 31, 1998

05465-0079

## ORIGINAL APPOINTMENT OF STATUTORY AGENT

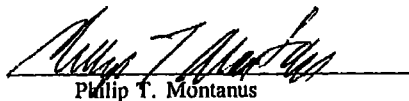
The undersigned, being the sole incorporator of THE MEADOW OF WILDWOOD CONDOMINIUM ASSOCIATION, INC., hereby appoints Philip T. Montanus, a natural person residing in the State of Ohio, upon whom any process, notice, or demand required or permitted by law to be served upon the Association may be served. The statutory agent's address is: 1055 St. Paul Place, Cincinnati Ohio 45202-1687.

Date: March 12, 1996  
Philip T. Montanus

## ACCEPTANCE

Ladies/Gentlemen:

I hereby accept appointment as statutory agent of THE MEADOW OF WILDWOOD CONDOMINIUM ASSOCIATION, INC., upon whom any process, notice, or demand required or permitted by law to be served upon the Association may be served.

Date: March 12, 1996  
Philip T. Montanus

230487.04/March 5, 1996



☐**UNIFORM COMMERCIAL  
CODE FILING**☒**CORPORATIONS FILING****CORPORATIONS ONLY**☐**EXPEDITE  
SERVICE**☐**PICK-UP**☒**MAIL****CORRESPONDENCE****05465-0080**

PLEASE RETURN THE ATTACHED DOCUMENTS TO:

Frost & Jacobs

NAME OF YOUR FIRM OR COMPANY

Brenda K. Muncie

ATTENTION

10 West Broad Street - Suite 1000  
Columbus, OH 43215

STREET, CITY, STATE, ZIP CODE

464-1211

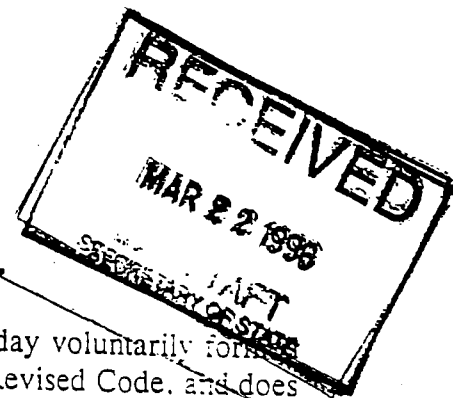
TELEPHONE NUMBER

**UCC ONLY**☐**MAIL**☐**PICK-UP**

IF NOT CHECKED, IT WILL BE MAILED.

EXHIBIT B-1

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OF  
THE MEADOW OF WILDWOOD  
CONDOMINIUM ASSOCIATION, INC.



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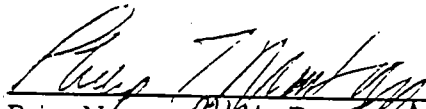
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## ARTICLE XI AMENDMENTS

Except as may be otherwise provided in the Declaration, amendment of these Articles shall require the assent of seventy-five percent (75%) of the voting power of the Association.

IN WITNESS WHEREOF, for the purpose of forming this non-profit corporation under the laws of the State of Ohio, I, the undersigned, constituting the sole incorporator of this Association, have executed these Articles this 12 day of March, 1996.

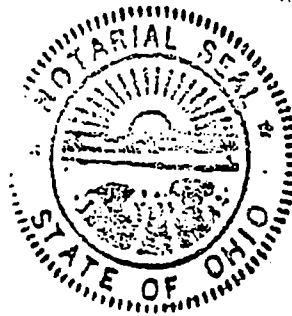
  
Print Name: PHILIP T. MONTANUS

STATE OF OHIO )  
 ) SS:  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me, a notary public, this 12th  
day of March, 1996 by Philip T. Montanus.

Kim Tarbell  
Notary Public

This Instrument Prepared By:  
Susan M. Lucci, Esq.  
FROST & JACOBS  
2500 PNC Center  
201 East Fifth Street  
Cincinnati, Ohio 45202-4182

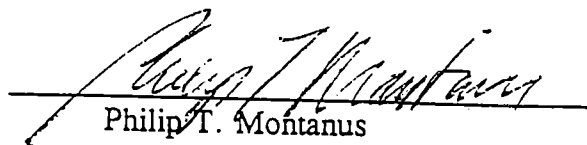


KIM TARBELL  
Notary Public, State of Ohio  
My Commission Expires March 31, 1998

## ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being the sole incorporator of THE MEADOW OF WILDWOOD CONDOMINIUM ASSOCIATION, INC., hereby appoints Philip T. Montanus, a natural person residing in the State of Ohio, upon whom any process, notice, or demand required or permitted by law to be served upon the Association may be served. The statutory agent's address is: 1055 St. Paul Place, Cincinnati Ohio 45202-1687.

Date: March 12, 1996

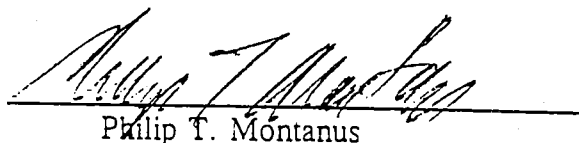
  
Philip T. Montanus

## ACCEPTANCE

Ladies/Gentlemen:

I hereby accept appointment as statutory agent of THE MEADOW OF WILDWOOD CONDOMINIUM ASSOCIATION, INC., upon whom any process, notice, or demand required or permitted by law to be served upon the Association may be served.

Date: March 12, 1996

  
Philip T. Montanus