Doc ID --> 200414200290

DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
05/21/2004	200414200290	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	.00	.00	.00	.00

Receipt
This is not a bill. Please do not remit payment.

VORYS, SATER, SEYMOUR & PEASE
52 E. GAY STREET
COLUMBUS, OH 43215

STATE OF OHIO
CERTIFICATE
Ohio Secretary of State, J. Kenneth Blackwell

1465035

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

PINNACLE CLUB HOMEOWNERS' ASSOCIATION, INC.

and, that said business records show the filing and recording of:

Document(s)	Document No(s):
DOMESTIC ARTICLES/NON-PROFIT	**200414200290**

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

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 20th day of May, A.D. 2004.

J. Kenneth Blackwell
Ohio Secretary of State

Doc ID --> 200414200290

Prescribed by **J. Kenneth Blackwell**
Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos
e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)

○ Yes	PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of $100 ***
◉ No	PO Box 670 Columbus, OH 43216

INITIAL ARTICLES OF INCORPORATION

(For Domestic Profit or Non-Profit)
Filing Fee $125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

(1) ☐ Articles of Incorporation Profit	(2) ☑ Articles of Incorporation Non-Profit	(3) ☐ Articles of Incorporation Professional (170-ARP)
(113-ARF) ORC 1701	(114-ARN) ORC 1702	Profession _____ ORC 1785

Complete the general information in this section for the box checked above.

FIRST: Name of Corporation: Pinnacle Club Homeowners' Association, Inc.

SECOND: Location: Columbus (City) Franklin (County)

Effective Date (Optional): _____ (mm/dd/yyyy) *Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.*

☑ ***Check here if additional provisions are attached***

Complete the information in this section if box (2) or (3) is checked. Completing this section is optional if box (1) is checked.

THIRD: Purpose for which corporation is formed

See Attached Exhibit A

Complete the information in this section if box (1) or (3) is checked.

FOURTH: The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any)

_____ (No. of Shares) _____ (Type) _____ (Par Value)

(Refer to instructions if needed)

Completing the information in this section is optional

FIFTH: The following are the names and addresses of the individuals who are to serve as initial Directors.

Lloyd T. Simpson
(Name)
3 Easton Oval
(Street) NOTE: P.O. Box Addresses are NOT acceptable.
Columbus (City) Ohio (State) 43219 (Zip Code)

Mark A. Norris
(Name)
3 Easton Oval
(Street) NOTE: P.O. Box Addresses are NOT acceptable.
Columbus (City) Ohio (State) 43219 (Zip Code)

J. Thomas Mason
(Name)
3 Easton Oval
(Street) NOTE: P.O. Box Addresses are NOT acceptable.
Columbus (City) Ohio (State) 43219 (Zip Code)

REQUIRED
Must be authenticated (signed) by an authorized representative
(See Instructions)

Authorized Representative — Date: May 20 2004
J. Thomas Mason
(print name)
3 Easton Oval
Columbus, Ohio 43219

Authorized Representative — Date
(print name)

Authorized Representative — Date
(print name)

Complete the information in this section if box (1) (2) or (3) is checked.

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of Pinnacle Club Homeowners' Association, Inc. hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is

J. Thomas Mason
(Name)

3 Easton Oval
(Street) *NOTE: P.O. Box Addresses are NOT acceptable.*

Columbus ,Ohio 43219
(City) *(Zip Code)*

Must be authenticated by an authorized representative

Authorized Representative — Date: May 2 2004

Authorized Representative — Date

Authorized Representative — Date

ACCEPTANCE OF APPOINTMENT

The Undersigned, J. Thomas Mason, named herein as the Statutory agent for, Pinnacle Club Homeowners' Association, Inc., hereby acknowledges and accepts the appointment of the statutory agent for said entity.

Signature: _____
(Statutory Agent)

EXHIBIT A

ARTICLE THIRD

OF

THE ARTICLES OF INCORPORATION

OF

PINNACLE CLUB HOMEOWNERS' ASSOCIATION, INC.

(said Non-Profit corporation being referred to hereinafter as the "Association")

The purposes for which the Association is formed are generally, to serve as a "homeowners' association" as the term is defined in Section 528 of the United States Internal Revenue Code of 1986 as now in effect and as may be amended from time to time (the "Code") and to that end to hold title to, or easements over, land within the development for common purposes, including but not limited to detention areas and/or landscape entry areas, to maintain and administer such land and common areas in accordance with restrictions of record for Pinnacle Club of Grove City Subdivision recorded with the Recorder's Office of Franklin County, Ohio, and all other property at any time added to the Pinnacle Club of Grove City Subdivision and made subject to the foregoing restrictions, or this Association.

In carrying out the foregoing purposes, the Association may purchase, lease, exchange, acquire, own, hold, mortgage, pledge, hypothecate, borrow money upon, sell and otherwise deal in and with real and personal property of every kind, character and description whatsoever and all estates and interests therein, and otherwise may engage in any lawful act or activity for which corporations may be formed under Chapter 1702 of the Revised Code of Ohio. Without limiting the foregoing, the Association shall have the authority:

(a) to operate, maintain, repair, replace and landscape the entrance areas and other improvements within Pinnacle Club of Grove City Subdivision, as provided in the Declaration (said subdivision and any future phases are hereinafter referred to as the "Subdivision"); to enforce the obligation for maintenance of perimeter plantings described in the Declaration; to maintain aesthetically and functionally the pedestrian path easements within the Subdivision (if such paths are established by the plat of the subdivision, or by the restrictions); to maintain or enforce the obligation for maintenance of the fencing within the landscape buffer easements all in the manner described in the Declaration; to provide for other matters of concern to the owners of lots located within and more particularly described and depicted on the Subdivision plat or plats or in the declaration or declarations that are or hereinafter will be recorded in Franklin County, Ohio; to own and maintain any other property which may be conveyed to the Association with its consent; to enforce, as determined by the Directors in their sole discretion, the covenants and restrictions set forth in the Declaration, 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 on the property of the Association and all of which shall sometimes hereinafter be referred to as the "Property", provided that all of the obligations of the Association shall be subject to the business judgment of the Directors;

(b) to establish uniform rules and regulations pertaining to the maintenance and use of any pedestrian path easements, landscape easements and entrance features and any Property of the Association;

(c) to provide and pay for insurance coverage in such types and amounts as the Association shall determine;

(d) to exercise, to the extent and in the manner determined proper by the Directors in their sole business judgment, all of the powers and privileges or perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Easements, Conditions and Restrictions, recorded with the Recorder's Office of Franklin County, Ohio, as the same may be amended from time to time or additional phases or property added in accordance with its terms (referred to herein as the "Declaration");

(e) to fix, levy, collect and enforce payment by any lawful means, all charges or assessments made pursuant to the terms of the Declaration, and pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association;

(f) to acquire (by gift, purchases or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, grant easements over, or otherwise dispose of real or personal property in connection with the affairs of the Association;

(g) to borrow money to fulfill its purpose and give security therefor;

(h) to enter into and perform contracts to fulfill its purposes;

(i) to have and exercise any and all powers, rights and privileges which a corporation organized under Chapter 1702 of the Ohio Revised Code may now or hereafter have or exercise by law; and

(j) to take any action necessary, expedient, incidental, appropriate, or convenient to the carrying out of the foregoing.

The Association shall not do any act or enter into any agreement or enter into any transaction in any manner which would violate any provision of Chapter 1702 of the Ohio Revised Code or the provisions of these Articles, the Declaration, or the Code of Regulations of the Association. The foregoing purposes shall be accomplished on a non-profit basis, and no part of the net earnings of the Association shall inure to the benefit of any private person, firm, corporation, association or organization, except that the Association may pay reasonable compensation for services provided to or for the benefit of the Association.

ADDITIONAL PROVISIONS

OF

THE ARTICLES OF INCORPORATION

OF

PINNACLE CLUB HOMEOWNERS' ASSOCIATION, INC.

(said Non-Profit corporation being referred to hereinafter as the "Association")

SIXTH: The number, qualifications, manner, and time of selection of successor directors, and their terms of office, shall be set forth in the Declaration (as such term is defined in paragraph (d) of Article Third set forth in Exhibit A to the Articles of Incorporation) and the Code of Regulations of the Association. The directors shall exercise all of the power and authority and discharge all of the duties of the directors as defined in Chapter 1702 of the Ohio Revised Code, except as such power and authorities may be limited or expanded by the provisions of these Articles, the Declaration or the Code of Regulations of the Association.

SEVENTH: Each owner of a fee simple interest in a lot or condominium unit in the Subdivision (as such term is defined in paragraph (a) of Article Third set forth in Exhibit A to the Articles of Incorporation) shall be a member of the Association; provided that owner or owners of each lot or condominium unit in the Subdivision shall be entitled to exercise one vote for each lot or condominium unit that he or she owns or they own; provided further that one hundred percent (100%) of the voting power of the members of the Association shall be entitled to be exercised by the Developer (as defined in the Code of Regulations of the Association) on each matter properly submitted to the members for their vote, consent, waiver, release or action until such time as the Developer elects to relinquish that voting right, which relinquishment shall take place within six months of the end of the year in which the Developer ceases to own the fee simple title to at least one of the lots in the Subdivision. The membership of each owner shall terminate when the owner ceases to own an undivided fee simple interest in a lot or condominium unit; and upon the sale, transfer or other disposition of each undivided fee simple interest in a lot or condominium unit, the membership in the Association which is appurtenant to that interest shall automatically be transferred to the new owner[s] of the interest. No member may otherwise terminate his or her membership in the Association or sever that membership interest.

EIGHTH: The obligation to pay the assessments imposed by the restrictions shall commence upon the date determined by majority vote of the directors, in their sole discretion. Notwithstanding any term or condition in the restrictions to the contrary, a quorum for any meeting of the membership shall be that number of members who are entitled to vote who are present in person or by proxy at a meeting. Actions (except the amendment of the restrictions) can be taken upon a majority vote of the members present, in person or by proxy, at any duly noticed meeting.

NINTH: Upon the dissolution of the Association and after the return, transfer or conveyance of assets held upon condition which shall have occurred by reason of the dissolution

or otherwise, the directors of the Association shall distribute all of the remaining assets of the Association in accordance with a plan of distribution adopted by the members of the Association.

TENTH: A director, member or officer of the Association shall not be disqualified by such office or membership from dealing or contracting with the Association as vender, purchaser, employee, agent, provider or otherwise. No contract or transaction shall be void or voidable with respect to the Association for the reason that it is between the Association and one or more of its directors, members or officers, or between the Association and any other entity in which one or more of the Association's directors, members or officers are directors, directors or officers, or have financial or personal interests, or for the reason that one or more interested directors or officers participated in or voted at the meeting of the directors or a committee thereof which authorized such contract or transaction, if in any case (a) the material facts of any such relationship or interest and of the contract or transaction are disclosed or are known to the directors or the committee and the directors or committee, in good faith reasonably justified by said facts, authorize the contract or transaction by the affirmative vote of a majority of the disinterested directors even though the disinterested directors constitute less than a quorum; or (b) the material facts of any such relationship or interest and of the contract or transaction are disclosed or are known to the members entitled to vote thereon and the contract or transaction is specifically approved at a meeting of the members held for that purpose at which a quorum is present by the affirmative vote of members exercising a majority of the voting power of the members who are present in person or represented by proxy at the meeting and are not interested in the contract or transaction; or (c) the contract or transaction is fair to the Association at the time it is authorized or approved by the directors, a committee thereof, or the members.