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| 01/15/2008 | 200801402636 | DOMESTIC ARTICLES/NON-PROFIT<br>(ARN) | 125.00 | .00   | .00     | .00  | .00  |

**Receipt**

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

KAHN KLEINMAN  
 2600 ERIEVIEW TOWER  
 1301 E 9TH ST  
 CLEVELAND, OH 44114-1824

**STATE OF OHIO**  
**CERTIFICATE**

**Ohio Secretary of State, Jennifer Brunner**

1751285

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

**TRADEWINDS CIRCLE HOMEOWNERS' ASSOCIATION, INC.**

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

Document(s)

**DOMESTIC ARTICLES/NON-PROFIT**

Document No(s):

**200801402636**



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 9th day of January, A.D.  
 2008.

Ohio Secretary of State



Prescribed by: The Ohio Secretary of State  
Central Ohio: (614) 466-3910  
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.sos.state.oh.us  
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| Expedite this Form: (Select One)          |  |
|---|--|
| <b>Mail Form to one of the following:</b> |  |
| <input type="radio"/> Yes                 | PO Box 1390<br>Columbus, OH 43216<br>*** Requires an additional fee of \$100 *** |
| <input checked="" type="radio"/> No       | PO Box 670<br>Columbus, OH 43216   |

### INITIAL ARTICLES OF INCORPORATION

(For Domestic Profit or Nonprofit)  
Filing Fee \$125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

**(CHECK ONLY ONE (1) BOX)**

|  |   |   |
|--|---|---|
| <input type="checkbox"/> (1) Articles of Incorporation Profit<br>(113-ARF)<br>ORC 1701 | <input checked="" type="checkbox"/> (2) Articles of Incorporation Non-Profit<br>(114-ARN)<br>ORC 1702 | <input type="checkbox"/> (3) Articles of Incorporation Professional (170-ARP)<br>Profession _____<br>ORC 1785 |
|--|---|---|

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

**FIRST:** Name of Corporation Tradewinds Circle Homeowners' Association, Inc.

**SECOND:** Location Pepper Pike Cuyahoga  
(City) (County)

Effective Date (Optional) \_\_\_\_\_  
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.  
(mm/dd/yyyy)

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 Third Article of "Exhibit A" attached hereto and made a part hereof.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Street) **NOTE: P.O. Box Addresses are NOT acceptable.**

\_\_\_\_\_  
(City) (State) (Zip Code)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Street) **NOTE: P.O. Box Addresses are NOT acceptable.**

\_\_\_\_\_  
(City) (State) (Zip Code)

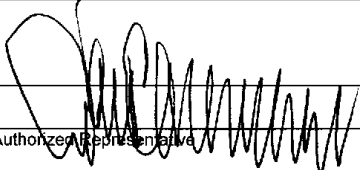
\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Street) **NOTE: P.O. Box Addresses are NOT acceptable.**

\_\_\_\_\_  
(City) (State) (Zip Code)

**REQUIRED**

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

  
\_\_\_\_\_  
Authorized Representative

November 12, 2007  
\_\_\_\_\_  
Date

Gary Fromson  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
\_\_\_\_\_

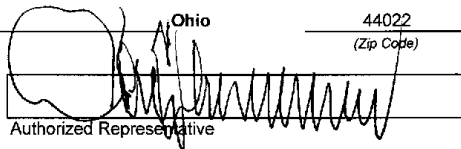
Complete the information in this section if box (1) (2) or (3) is checked.

### ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of Tradewinds Circle 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

Gary Fromson  
(Name)  
112 Partridge Lane  
(Street) **NOTE: P.O. Box Addresses are NOT acceptable.**  
Hunting Valley Ohio 44022  
(City) (Zip Code)

Must be authenticated by an authorized representative

  
Authorized Representative

November 12, 2007  
Date

Authorized Representative

Date

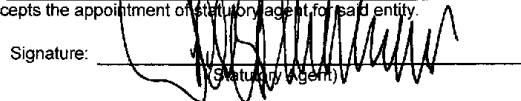
Authorized Representative

Date

#### ACCEPTANCE OF APPOINTMENT

The Undersigned, Gary Fromson, named herein as the

Statutory agent for, Tradewinds Circle Homeowners' Association, Inc., hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature:   
(Statutory Agent)

## EXHIBIT A

**THIRD ARTICLE, FIFTH ARTICLE AND ADDITIONAL PROVISIONS  
(ARTICLES SIXTH THROUGH ELEVENTH)  
OF  
INITIAL ARTICLES OF INCORPORATION OF  
TRADEWINDS CIRCLE HOMEOWNERS' ASSOCIATION, INC.**

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**THIRD:  
PURPOSE AND POWER**

Tradewinds Circle Homeowners' Association, Inc. (the "**Association**") does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which the Association is formed are to be and act as the homeowners' association for Tradewinds Circle, Pepper Pike, Cuyahoga County, Ohio (the "**Property**"), a planned residential development in City of Pepper Pike, Cuyahoga County, Ohio (the "**Development**"), being developed by EHC Cleveland, LLC, an Ohio limited liability company (the "**Developer**"). The Property is more particularly described in Exhibit "A" of the *Declaration of Covenants, Conditions, Easements and Restrictions of Tradewinds Circle, Pepper Pike, Cuyahoga County, Ohio* (the "**Declaration**"), recorded or intended to be recorded in the land records of Cuyahoga County, Ohio. The Declaration provides for the maintenance, preservation and design control of the Property. In addition, the Association is a sub-association of Sterling Lakes Master Association, Inc., an Ohio non-profit corporation created by Sterling Lakes, LLC by document entitled "*Sterling Lakes Homeowners Association, Inc. Declaration of Covenants and Restrictions*" (the "**Master Declaration**") recorded as Instrument No. 200501190950 with the Cuyahoga County Recorder's land records. The Association will govern, operate, control and administer the Areas of Common Responsibility set forth in the Declaration and will supervise and enforce the Declaration and promote the health, safety and welfare of the residents within the Property, and any additions thereto as may hereafter be brought within the jurisdiction of this Association pursuant to the Declaration or Master Declaration, and for these purposes to:

- (a) exercise all of the powers and privileges of the Association and perform all of the duties and obligations of the Association as set forth in these Initial Articles of Incorporation (the "**Articles**"), the Code of Regulations of the Association (the "**Code**"), and the Declaration, applicable to the Property, and as the same may be amended from time to time as therein provided (the "**Articles**", the "**Declaration**" and the "**Code**," respectively said Declaration being incorporated herein as if set forth at length);
- (b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration and Code, and

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pay all expenses in connection therewith and all office and other expenses incidental to the conduct of the business of the Association;

- (c) administer and enforce terms, conditions, covenants, restrictions and regulations upon, under and subject to which the Property or any part of it may be used, and fix and provide any such terms, conditions, covenants, restrictions and regulations, and administer, enforce, alter, amend, change, add to, extend, waive, or terminate, in whole or in part, any of the same;
- (d) provide the residents and owners of the Sublots within the Property with maintenance of the Areas of Common Responsibility;
- (e) be, function and act as the Association of the Property and to have the right to delegate such authority as it desires to a managing agent;
- (f) have and exercise any and all powers, rights and privileges which a corporation organized under Ohio Revised Code Chapter 1702.01 et seq. now or in the future may have or exercise by law; and
- (g) take any action necessary, expedient, incidental, appropriate or convenient to the carrying out of the foregoing purposes.

The Association shall not do any act or enter into any agreement or enter into any transaction in a manner which would violate the provisions of these Articles, the Declaration, or the Code.

#### **FIFTH: BOARD OF DIRECTORS**

The number, qualifications, manner and time of selection of the initial Directors of the Association and successor Directors (collectively, the "**Board**") and their terms of office shall be as set forth in the Declaration and Code.

The Board shall have all of the powers and all of the duties of a board of directors as defined in Chapter 1702 of the Revised Code of Ohio, except as such powers may be limited or expanded by the provisions of these Articles, the Declaration or the Code.

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**SIXTH:  
MEMBERSHIP AND VOTING RIGHTS**

The Association shall have two classes of voting membership:

1. Class "A" Membership. Each Owner of a Living Unit (including, without limitation, the Developer if the Developer is the record titleholder of a Living Unit) shall automatically be a Class "A" Member of the Association. The Class "A" Membership is appurtenant to the ownership of each Living Unit and shall not be separable from the ownership of any Living Unit and shall be deemed to have been terminated with any voluntary or involuntary conveyance of any Living Unit, whether or not such membership is expressly referred to in the instrument effecting such conveyance, at which time the new Owner or other successor in interest shall immediately and automatically become a Member of the Association with all rights and responsibilities relative thereto. No Owner, whether one or more persons, shall have more than one membership per Living Unit owned.

Voting Rights of the Class "A" Member. The Class "A" Member shall be entitled to one (1) equal vote for each Living Unit in which they hold the interest required for membership under Section 5.2(a)(1) of the Declaration; there shall be only one (1) vote for each Living Unit.

In any situation where a Member is entitled to exercise a vote and more than one (1) Person holds the interest in such Living Unit required for membership, the vote for such Living Unit shall be exercised as those Persons determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the vote of the Living Unit shall be suspended if more than one (1) Person seeks to exercise it. In the case of a Living Unit owned or held in the name of a corporation, partnership, limited partnership, limited liability company, trust or other entity, a certificate signed by such Owner shall be filed with the Secretary of the Association naming the person authorized to cast a vote for such Living Unit, which certificate shall be conclusive until a subsequent substitute certificate is filed with the Secretary of the Association. If such certificate is not on file, the vote of such entity shall not be considered, nor shall the presence of a person purporting to act on behalf of such entity at a meeting be considered in determining whether the quorum requirement for such meeting has been met. When a fiduciary or other legal representative of an Owner has furnished to the Association proof of such person's authority, such person may vote as though he or she were the Owner.

2. Class "B" Membership. The Developer shall automatically be the sole Class "B" Member of the Association.

Voting Rights of the Class "B" Member. The Class B Member shall be entitled to the rights of the Class "B" Member specified in the Declaration and the Code,

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including the right to approve actions taken under the Declaration and the Code. The Class "B" Member shall be entitled to appoint a majority of the members of the Board during the Class "B" Control Period, as specified in Article III, Section 2 of the Code. After termination of the Class "B" Control Period, the Class "B" Member shall have a right to disapprove actions of the Board and any committee as provided in Article III, Section 3, of the Code. The Class "B" membership shall terminate and become converted to Class "A" membership in accordance with Article III, Section 2 of the Code.

The foregoing is not intended to include persons or entities holding an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Sublot, and the transfer of a Sublot shall automatically transfer membership to the transferee. Voting rights of members shall be as set forth in the Declaration and Code.

#### **SEVENTH: NOTICE AND QUORUM**

Notice and quorum requirements shall be in accordance with the provisions of the Code.

#### **EIGHTH: INDEMNIFICATION**

1. In General. The Association shall indemnify any member of the Board, officer, employee, or agent of the Association or any former member of the Board, officer, employee or agent of the Association and/or his respective heirs, executors and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties or amounts paid in settlement actually and necessarily incurred by him in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which he is or may be made a party by reason of being or having been such member of the Board, officer, employee or agent of the Association, provided it is determined in the manner hereinafter set forth (a) that such member of the Board, officer, employee or agent of the Association was not, and is not, adjudicated to have been grossly negligent or guilty of willful misconduct in the performance of his duty to the Association, (b) that such member of the Board acted in good faith in what he reasonably believed to be in the best interest of the Association, (c) that, in any matter the subject of a criminal action, suit or proceeding, such Board member had no reasonable cause to believe that this conduct was unlawful, and (d) in case of settlement, that the amount paid in the settlement was reasonable. Such determination shall be made either by the members of the Board of the Association acting at a meeting at which a quorum consisting of members of the Board who are not parties to or threatened with any such action, suit or proceeding is present, or, in the event of settlement, by a written opinion of independent legal counsel selected by the members of the Board.

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2. Advance of Expenses. Funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding may be advanced by the Association prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the recipient to repay such amounts unless it shall ultimately be determined that he is entitled to indemnification hereunder.

3. Indemnification Not Exclusive; Insurance. The indemnification provided for in this Initial Articles of Incorporation shall not be exclusive, but shall be in addition to any other rights to which any person may be entitled under the Declaration, the Code, the Rules (as defined in the Declaration), any agreement, any insurance provided by the Association, the provisions of Section 1702.12(E) of the Ohio Revised Code, or otherwise. The Association may purchase and maintain insurance on behalf of any person who is or was a member of the Board, officer, agent or employee of the Association against any liability asserted against him or incurred by him in any such capacity or arising out of his status as such whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

4. Indemnification by Owners. The members of the Board and officers of the Association shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each of the members of the Board and officers of the Association against all contractual liability to third parties arising out of contracts made on behalf of the Association except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or the Code. It is intended that the members of the Board and officers of the Association shall have no personal liability with respect to contracts entered into on behalf of the Association. Every agreement made by any members of the Board, officer, employee or agent of the Association or by a management company, if any, on behalf of the Association, shall provide that such members of the Board, officer, employee or agent of the Association, or the management company, as the case may be, is acting only as agent for the Association and shall have no personal liability thereunder (except as an Owner), and that each Owner shall be responsible for one-twelfth (1/12<sup>th</sup>) of the total liability.

5. Cost of Indemnification. Any sum paid or advanced by the Association under this Article shall constitute a Common Expense and the Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this Article; provided, however, that the liability of any Owner arising out of any contract made by or other acts of any member of the Board, officer, employee or agent of the Association, or out of the aforesaid indemnity in favor of such member of the Board, officer, employee or agent of the Association, shall be limited to one-twelfth (1/12<sup>th</sup>) of the total liability.

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**NINTH:  
DISSOLUTION**

The Association may be dissolved only with the same consents as are required to terminate the Development, as provided in Chapter 1702 of the Ohio Revised Code.

**TENTH:  
DEFINITIONS**

All terms used herein shall have the same meanings as set forth in the Declaration and the Code.

**ELEVENTH:  
AMENDMENTS**

The Articles may be amended only under the same terms and conditions, and with the same approvals, as provided in the Declaration for its amendment.

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