

**ARTICLES OF INCORPORATION**

**OF**

**CLAYBROOKE CROSSING  
HOMEOWNERS ASSOCIATION, INC**



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
02/23/2005	200505600806	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	.00	.00	.00	.00

**Receipt**

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

PLANK & BRAHM  
MARK A PETERSON  
145 E RICH ST  
COLUMBUS, OH 43215

# STATE OF OHIO CERTIFICATE

**Ohio Secretary of State, J. Kenneth Blackwell**

1521367

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

**CLAYBROOKE CROSSING HOMEOWNERS ASSOCIATION, INC.**

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

Document(s)

**DOMESTIC ARTICLES/NON-PROFIT**

Document No(s):

**200505600806**

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 14th day of February,  
A.D. 2005.

  
Ohio Secretary of State

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)	
<b>Not Summarized in the Following</b>	
<input type="radio"/> Yes	PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of \$100 ***
<input checked="" type="radio"/> 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) <input type="checkbox"/> Articles of Incorporation Profit (113-ARF) ORC 1701	(2) <input checked="" type="checkbox"/> Articles of Incorporation Non-Profit (114-ARN) ORC 1702	(3) <input type="checkbox"/> Articles of Incorporation Professional (170-ARP) Profession _____ ORC 1785
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Complete the general information in this section for the box checked above.

FIRST: Name of Corporation	Claybrooke Crossing Homeowners Association, Inc.	
SECOND: Location	Grove City (City)	Franklin (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)	
<input checked="" type="checkbox"/> 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
is, generally, to serve as a "homeowners association" as that 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, as further described in the Attachment attached hereto and incorporated herein.

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.

Terry E. Andrews

(Name)

570 Polaris Parkway, Suite 125

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Westerville

(City)

Ohio

(State)

43082

(Zip Code)

Trella L. Scholl

(Name)

570 Polaris Parkway, Suite 125

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Westerville

(City)

Ohio

(State)

43082

(Zip Code)

Wayne Zill

(Name)

570 Polaris Parkway, Suite 125

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Westerville

(City)

Ohio

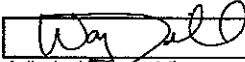
(State)

43082

(Zip Code)

**REQUIRED**Must be authenticated  
(signed) by an authorized  
representative

(See Instructions)



Authorized Representative

Wayne Zill

(print name)

12/13/04

Date

Authorized Representative

(print name)

Date

Authorized Representative

(print name)

Date


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


### ORIGINAL APPOINTMENT OF STATUTORY AGENT

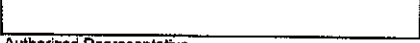
The undersigned, being at least a majority of the incorporators of Claybrooke Crossing Homeowners Association, Inc.  
herby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by  
statute to be served upon the corporation may be served. The complete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


Trella L. Scholl  
(Name)  
570 Polaris Parkway, Suite 125  
(Street) NOTE: P.O. Box Addresses are NOT acceptable.  
Westerville, Ohio 43082  
(City) (Zip Code)


Must be authenticated by an  
authorized representative


  
Authorized Representative Wayne Zill

  
Date 12/13/04

  
Authorized Representative


  
Date

  
Authorized Representative

  
Date

#### ACCEPTANCE OF APPOINTMENT

The Undersigned, Trella L. Scholl, named herein as the  
Statutory agent for, Claybrooke Crossing Homeowners Association, Inc.  
, hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature:   
(Statutory Agent) Trella L. Scholl

**ADDITIONAL PROVISIONS OF THE**  
**INITIAL ARTICLES OF INCORPORATION**  
**OF**  
**CLAYBROOKE CROSSING HOMEOWNERS ASSOCIATION, INC.**

**THIRD (Continued):** The corporation is not formed for pecuniary gain or profit, direct or indirect, to itself or its members. The corporation may hold title to, or easements over, land within the development for common purposes which may include, but not be limited to, the subdivision entry features, improvements, landscape buffers and easements, open spaces, green spaces, reserve areas, bike paths, easements, drainage reserves and the like all as may be set forth on the recorded subdivision plats for Claybrooke Crossing Subdivision ("Claybrooke Crossing" or the "the Development"), including, but not limited to, the recorded plats of record in Plat Book 102, Pages 88, 89, 90 and 91, Plat Book 103, Pages 88, 89 and 90, and Plat Book 103, Pages 91 and 92, Franklin County, Ohio Recorder's Office; and to maintain and administer such land and common areas and fix and collect assessments, in accordance with restrictions of record for Claybrooke Crossing, including, but not limited to, the restrictions set forth in the Quitclaim Deed recorded at Instrument No. 200403260066147, Franklin County, Ohio Recorder's Office, all other property at any time added to Claybrooke Crossing, and made subject to any of the foregoing restrictions of this corporation, and any and all subsequent deed restrictions applicable to Claybrooke Crossing (collectively, the "Deed Restrictions"); and to administer and enforce such Deed Restrictions.

In carrying out the foregoing purposes, the corporation 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 exercise all of the powers and privileges and perform all of the duties and obligations of the corporation set forth in the Deed Restrictions, and engage in any other lawful act or activity for which corporations may be formed under Chapter 1702 of the Ohio Revised Code. The foregoing purposes shall be accomplished on a non-profit basis, and no part of the net earnings of the corporation shall enure to the benefit of any private person, firm, corporation, association or organization, except that the corporation may pay reasonable compensation for services provided to or for the benefit of the corporation.

**FOURTH:** Each owner of a fee simple interest in a lot in Claybrooke Crossing shall be a member of the corporation and the owner or owners of each lot in Claybrooke Crossing shall be entitled to exercise one (1) vote for each such lot that he or she or they own; provided that one hundred percent (100%) of the voting power of the members of the corporation shall be entitled to be exercised by the Grantor and Developer (as those terms are defined in the Deed Restrictions) on each matter properly submitted to the members for their vote, consent, waiver, release or action, until the earlier to occur of (i) the sale of one hundred percent (100%) of the lots in Claybrooke Crossing to bonafide residential purchasers who have constructed dwelling units on such lots, or (ii) the Grantor and Developer voluntarily relinquishing such voting power. The membership of any owner

the corporation shall terminate when the owner ceases to own an undivided fee simple interest in a lot, and upon the sale, transfer or other disposition of an undivided fee simple interest in a lot, the membership in the corporation which is appurtenant to that interest shall automatically be transferred to the new owner(s) of the interest. No member may otherwise terminate his, her or their membership in the corporation or sever such membership interest.

**FIFTH:** A director, officer or member of the corporation shall not be disqualified by such office or membership from dealing or contracting with the corporation as a vendor, purchaser, employee, agent, provider or otherwise. No contract or transaction shall be void or voidable with respect to the corporation for the reason that it is between the corporation and one or more of its directors, officers, or members, or between the corporation and any other entity in which one or more of the corporation's directors, officers, or members are directors, shareholders, officers, or trustees, or have financial or personal interests, or for the reason that one or more interested directors or officers or members participated in or voted at the meeting of the directors, officers or members 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 known to the directors, officers or members (as the case may be) or the directors, officers, or members, in good faith reasonably justified by said facts, authorize the contract or transaction by the affirmative vote of a majority of the disinterested directors, officers, or members even though the disinterested directors constitute less than a quorum; (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 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 corporation at the time it is authorized or approved by the directors, a committee thereof, or the members.

**SIXTH:** The corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed civil, criminal, administrative, or investigative action, suit, or proceeding, other than an action by or in the right of the corporation, by reason of the fact that the person is or was a director, officer, employee, or authorized agent or authorized volunteer of the corporation, against expenses, including attorney's fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit, or proceeding, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, if the person had no reasonable cause to believe the person's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not create, of itself, a presumption that the person did not act in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, a

presumption that the person had reasonable cause to believe that the person's conduct was unlawful.

The corporation 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 or suit by or in the right of the corporation to procure a judgment in its favor, by reason of the fact that the person is or was a director, officer, employee, or authorized agent or authorized volunteer of the corporation, against expenses, including attorney's fees, actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification shall be made in respect of any of the following: (a) Any claim, issue, or matter as to which the person is adjudged to be liable for negligence or misconduct in the performance of the person's duty to the corporation unless, and only to the extent that, the court of common pleas or the court in which the action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court of common pleas or such other court considers proper; or (b) Any action or suit in which liability is asserted against a director and that liability is asserted only pursuant to Section 1702.55 of the Ohio Revised Code.

Unless ordered by a court, any indemnification under this Article Sixth shall be made by the corporation only as authorized in the specific case, upon a determination that indemnification of the director, officer, employee, authorized agent or authorized volunteer is proper in the circumstances because the person has met the applicable standard of conduct set forth in this Article Sixth. Such determination shall be made in any of the following manners: (a) By a majority vote of a quorum consisting of directors of the corporation who were not and are not parties to or threatened with the action, suit, or proceeding referred to in this Article Sixth; or (b) by a majority vote of the members of the corporation.

The expenses incurred by a director, officer, employee, authorized agent or authorized volunteer in defending an action, suit, or proceeding referred to in this Article Sixth, including attorney's fees, shall not be paid by the corporation upon the final disposition of the action, suit, or proceeding, or, if paid in advance of the final disposition of the action, suit, or proceeding, shall be repaid to the corporation by the director, officer, employee, agent or volunteer, if it is proved, by clear and convincing evidence, in a court with jurisdiction that the act or omission of the director, officer, employee, agent or volunteer was one undertaken with a deliberate intent to cause injury to the corporation or was one undertaken with a reckless disregard for the best interests of the corporation. Expenses, including attorney's fees, incurred by a director, officer, employee, authorized agent or authorized volunteer in defending any action, suit, or proceeding referred to in this Article Sixth may be paid by the corporation as they are incurred, in advance of the final disposition of the action, suit, or proceeding, as authorized by the directors in the specific case, upon receipt of any undertaking by or on behalf of the director, employee,



authorized agent or authorized volunteer to repay the amount if it ultimately is determined that the person is not entitled to be indemnified by the corporation.

The corporation may purchase and maintain insurance, or furnish similar protection, including, but not limited to, trust funds, letters of credit, or self-insurance, for or on behalf of any person who is or was a director, officer, employee, agent, or volunteer of the corporation, against any liability asserted against the person and incurred by the person in any such capacity, or arising out of the person's status as such, whether or not the corporation would have the power to indemnify the person against that liability under this Article Sixth. Insurance may be so purchased from or so maintained with a person in which the corporation has a financial interest.