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03/25/2004	200408501342	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	.00	.00	.00	.00

Receipt

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LOVELAND & BROSIUS
CALVIN T. JOHNSON, JR.
50 WEST BROAD STREET SUITE 330
COLUMBUS, OH 43215

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell**1450935**

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

CLAYBROOKE CROSSING COMMUNITY ASSOCIATION

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

Document(s)

DOMESTIC ARTICLES/NON-PROFIT

Document No(s):

200408501342

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 22nd day of March, A.D.
2004.

J. Kenneth Blackwell
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)

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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 Community AssociationSECOND: Location Grove City Franklin
(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

To be and act as the property owners' association for Claybrooke Crossing development in Grove City, to provide for the maintenance, preservation and architectural control of the property of the association, and to promote the health, safety and welfare of owners and occupants of property in Claybrooke Crossing, all as described in the additional provisions attached as Attachment 1 and made a part hereof by this reference.

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)

(Refer to instructions if needed) _____ (No. of Shares) _____ (Type) _____ (Par Value)

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 Andrews

(Name)

570 Polaris Parkway, Suite 125

(Street)

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

Westerville

(City)

Ohio

(State)

43082

(Zip Code)

Trella 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

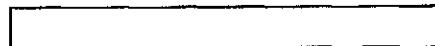
03/22/04
Date

Wayne Zill
(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 Claybrooke Crossing Community Association 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

Trella Scholl

(Name)

570 Polaris Parkway, Suite 125

(Street)

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

Westerville

(City)

Ohio

43082

(Zip Code)

Must be authenticated by an
authorized representative

Wayne Scholl

Authorized Representative

03/22/04

Date

Authorized Representative

Date

Authorized Representative

Date

ACCEPTANCE OF APPOINTMENT

The Undersigned,

Trella Scholl

, named herein as the

Statutory agent for,

Claybrooke Crossing Community Association

, hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature: Trella Scholl

(Statutory Agent)

Attachment 1

ADDITIONAL PROVISIONS

To the

INITIAL ARTICLES OF INCORPORATION

OF

CLAYBROOKE CROSSING COMMUNITY ASSOCIATION

ARTICLE III (Continued)

Purpose and Powers

The Association is an association of all property owners in a residential development known as Claybrooke Crossing situated in the City of Grove City, Franklin County, Ohio. The purposes for which the Association is formed are set forth in the Initial Articles of Incorporation to which this is attached, and, specifically, the following:

- (a) exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in these Articles of Incorporation, and the "Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens for Claybrooke Crossing Community," recorded in the records of the Recorder of Franklin County, Ohio ("the Declaration"), and the Code of Regulations of the Association;
- (b) fix, levy, collect and enforce payment by any lawful means, of all charges or assessments 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;
- (c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) borrow money to fulfill its purposes and invest reserves and excess funds in government insured accounts or such other investments as the members approve;
- (e) administer and enforce terms, conditions, covenants, restrictions and regulations upon, under and subject to which the Association or any part thereof may now or hereafter 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;

- (f) have and exercise any and all powers, rights and privileges which a corporation organized under Chapter 1702 may now or hereafter 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 any provision of the Ohio Revised Code or the provisions of these Articles, the Declaration, or the Association's Code of Regulations.

ARTICLE V (Continued)

Board of Directors (Managers)

The names and addresses of the persons who are initially to act in the capacity of Directors are set forth in the Initial Articles of Incorporation to which this attachment is appended. The number, qualifications, manner and time of selection of successor Directors, and their terms of office, shall be as set forth in the Declaration and Code of Regulations.

The Board of Directors shall have all of the powers and all of the duties of the 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 of Regulations.

(ADDITIONAL PROVISIONS)

ARTICLE VI

Membership

Every person or entity who is a record owner of a fee or undivided fee simple interest in a Lot or Unit in Claybrooke Crossing Community subject to the terms of the Declaration shall be a member of the Association, and is herein called "a Member". The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of such property, and transfer of such property shall automatically transfer membership to the transferee. Voting rights of Members shall be as set forth in the Declaration and Code of Regulations.

ARTICLE VII

Notice and Quorum

Notice and quorum requirements shall be in accordance with the provisions of the Code of Regulations (Bylaws).

ARTICLE VIII**Indemnification**

(1) **Third Party Actions.** The Association shall indemnify any person who is or was 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, including all appeals, other than an action, suit or proceeding by or in the right of the Association, by reason of the fact that the person is or was a Director, officer, employee, or volunteer of the Association, against expenses (including attorney's fees), judgments, fines, penalties, and amounts paid in settlement actually and reasonably incurred by that person in connection with such action, suit or proceeding, if that person acted in good faith and in a manner that person 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 that person had no reasonable cause to believe that 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 which that person reasonably believed to be in or not opposed to the best interest of the Association 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.

(2) **Derivative Actions.** The Association shall indemnify any person who is or was a party, or threatened to be made a party, to any threatened, pending, or completed action or suit, including all appeals, by or in the right of the Association to procure a judgment in its favor, by reason of the fact that the person is or was a Director, officer, employee, or volunteer of the Association, against expenses (including attorney's fees) actually and reasonably incurred by that person in connection with the defense or settlement of such action or suit, if the person acted in good faith, and in a manner that person 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 (a) any claim, issue, or matter as to which such person is finally adjudged to be liable for negligence or misconduct in the performance of that person's 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 determines, 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 considers proper, or (b) any action or suit in which a Director is found liable only pursuant to the provisions of Section 1702.55 of the Ohio Revised Code.

(3) **Other Determinations of Rights.** Unless ordered by a court, any indemnification under paragraphs (1) and (2) of this Article shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the Director, officer, employee or volunteer is proper under the circumstances because that person has met the applicable standard of conduct set forth in paragraphs (1) and (2) of this Article. Such determination shall be made in any one of the following manners: (a) by a majority vote of a quorum consisting of Directors of the Association who were not and are not parties to or threatened with the action, suit or proceeding referred to in paragraph (1) or (2) of this Article, or (b) by the members by majority vote.

(4) Indemnification of Agents and Others. The Association may, from time to time, and in its sole discretion, indemnify any person who is or was an agent, or other authorized representative of the Association, other than those described under paragraphs (1) and (2) who may be indemnified, or is or was serving at the request of the Association as a Director, officer, or employee of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that person or incurred by that person in any such capacity or arising out of that person's status as such, in the same manner and to the same extent as provided herein for Directors, officers, employees and volunteers of the Association.

(5) Advances of Expenses. Expenses of each person indemnified herein incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors, whether a disinterested quorum exists or not, upon receipt of an undertaking by or on behalf of such person, to repay such amount, if it is ultimately determined that that person is not entitled to be indemnified by the Association.

(6) Nonexclusiveness; Heirs. The foregoing rights of indemnification are not exclusive, and shall be in addition to any other rights granted to those seeking indemnification as a matter of law, or under these Articles, the regulations, any agreement, vote of members or disinterested Directors, or otherwise, both as to actions in their official capacities and as to actions in another capacity while holding their offices or positions, shall continue as to a person who has ceased to be a Director, officer, employee, member, manager, agent, or volunteer, and shall inure to the benefit of the heirs, executors, and administrators of such a person.

(7) Purchase of Insurance. The Association 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, agent, employee, or volunteer of the Association, or is or was serving at the request of the Association as a Director, officer, employee, member, manager, agent or volunteer of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that person or incurred by that person in any such capacity, or arising out of that person's status as such, whether or not the Association would have the power to indemnify that person against such liability under the provisions of this Article or of the Ohio Nonprofit Corporation Law. Insurance may be purchased from or maintained with a person in which the Association has a financial interest.

ARTICLE IX

Duration

The Association shall exist so long as the provisions of the Declaration are applicable to any property.

ARTICLE X**Dissolution**

The Association may be dissolved only with the consent of Members exercising ninety percent (90%) or more of the voting power of Members in the Association.

ARTICLE XI**Definitions**

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

ARTICLE XII**Amendments**

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