



Exhibit A

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

Expedite this Form: (Select One)
Mail Form to one of the Following:
Yes PO Box 1390 Columbus, OH 43216
No PO Box 1329 Columbus, OH 43216

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

CERTIFICATE OF MERGER
(For Domestic or Foreign, Profit or Non-Profit)
Filing Fee \$125.00
(154-MER)

In accordance with the requirements of Ohio law, the undersigned corporations, banks, savings banks, savings and loan, limited liability companies, limited partnerships and/or partnerships with limited liability, desiring to effect a merger, set forth the following facts:

I SURVIVING ENTITY

A The name of the entity surviving the merger is:

The Villages of Oak Creek Homeowners' Association, Inc.

B Name Change: As a result of this merger, the name of the surviving entity has been changed to the following:

(Complete only if name of surviving entity is changing through the merger)

C. The surviving entity is a: (Please check the appropriate box and fill in the appropriate blanks)

- Domestic (Ohio) For-Profit Corporation, charter number
Domestic (Ohio) Non-Profit Corporation, charter number 1073874
Foreign (Non-Ohio) Corporation incorporated under the laws of the state/country of and licensed to transact business in the State of Ohio under license number
Foreign (Non-Ohio) Corporation incorporated under the laws of the state/country of and NOT licensed to transact business in the state of Ohio,
Domestic (Ohio) Limited Liability Company, with registration number
Foreign (Non-Ohio) Limited Liability Company organized under the laws of the state/country of and registered to do business in the State of Ohio under registration number
Foreign (Non-Ohio) Limited Liability Company organized under the laws of the state/country of and NOT registered to do business in the State of Ohio.
Domestic (Ohio) Limited Partnership, with registration number
Foreign (Non-Ohio) Limited Partnership organized under the laws of the state/country of and registered to do business in the state of Ohio under registration number

- Foreign (Non-Ohio) Limited Partnership organized under the laws of the state/country of _____ and NOT registered to do business in the state of Ohio.
- Domestic (Ohio) Partnership having limited liability, with the registration number _____
- Foreign (Non-Ohio) Partnership having limited liability organized under the laws of the state/country of _____ and registered to do business in the state of Ohio under registration number _____
- Foreign (Non-Ohio) Non-Profit incorporation under the laws of the state/country of _____ and licensed to transact business in the state of Ohio under license number _____
- Foreign (Non-Ohio) Non-Profit incorporation under the laws of the state/country of _____ and not licensed to transact business in the state of Ohio.
- General partnership not registered with the state of Ohio

II. MERGING ENTITY

The name, charter/license/registration number, type of entity, state/country of incorporation or organization, respectively, of which is the entities merging out of existence are as follows: (If this is insufficient space to reflect all merging entities, please attach a separate sheet listing the merging entities)

(Please list the Ohio charter, license/registration no. below)

Name / charter, license or registration number	State/Country of Organization	Type of Entity
<u>Villages at Oak Creek Homeowners' Association, Inc./</u>	<u>Ohio</u>	<u>Non-profit corporation</u>
<u>Charter No. 1068729</u>	_____	_____
_____	_____	_____
_____	_____	_____

III. MERGER AGREEMENT ON FILE

The name and mailing address of the person or entity from whom/which eligible persons may obtain a copy of the agreement of merger upon written request:

<u>Holding Corporation of Ohio</u>	<u>600 South High Street</u>
(name)	(street) <i>NOTE: P O. Box Addresses are NOT acceptable.</i>
<u>Columbus</u>	<u>Ohio 43215</u>
(city, village or township)	(state) (zip code)

IV EFFECTIVE DATE OF MERGER

This merger is to be effective on: February 7, 2003 (if a date is specified, the date must be a date on or after the date of filing; the effective date of the merger cannot be earlier than the date of filing, if no date is specified, the date of filing will be the effective date of the merger).

V MERGER AUTHORIZED

The laws of the state or country under which each constituent entity exists, permits this merger. This merger was adopted, approved and authorized by each of the constituent entities in compliance with the laws of the state under which it is organized, and the persons signing this certificate on behalf of each of the constituent entities are duly authorized to do so

VI STATUTORY AGENT

The name and address of the surviving entity's statutory agent upon whom any process, notice or demand may be served is:

Holding Corporation of Ohio 600 South High Street
(name) (street) NOTE: P.O. Box Addresses are NOT acceptable.
Columbus, Ohio 43215
(city, village or township) (zip code)

(This item MUST be completed if the surviving entity is a foreign entity which is not licensed, registered or otherwise authorized to conduct business in the state of Ohio)

VII ACCEPTANCE OF AGENT

The undersigned, named herein as the statutory agent for the above referenced surviving entity, hereby acknowledges and accepts the appointment of statutory agent for said entity

Signature of Agent _____

(The acceptance of agent must be completed by the surviving entities if through this merger the statutory agent has changed, or the named agent differs in any way from the name currently on record with the Secretary of State.)

VIII STATEMENT OF MERGER

Upon filing, or upon such later date as specified herein, the merging entity/entities listed herein shall merge into the listed surviving entity

IX. AMENDMENTS

The articles of incorporation, articles of organization, certificate of limited partnership or registration of partnership having limited liability (circle appropriate term) of the surviving domestic entity have been amended

[] Attachments are provided [] No Changes

X. QUALIFICATION OR LICENSURE OF FOREIGN SURVIVING ENTITY

A. The listed surviving foreign corporation, bank, savings bank, savings and loan, limited liability company, limited partnership, or partnership having limited liability desires to transact business in Ohio as a foreign corporation, bank, savings bank, savings and loan, limited liability company, limited partnership, or partnership having limited liability, and hereby appoints the following as its statutory agent upon whom process, notice or demand against the entity may be served in the state of Ohio. The name and complete address of the statutory agent is:

(name) (street) NOTE: P.O. Box Addresses are NOT acceptable.
(city, village or township) , Ohio (zip code)

The subject surviving foreign corporation, bank, savings bank, savings and loan, limited liability company, limited partnership, or partnership having limited liability irrevocably consents to service of process on the statutory agent listed above as long as the authority of the agent continues, and to service of process upon the Secretary of State of Ohio if the agent cannot be found, if the corporation, bank, savings bank, savings and loan, limited liability company, limited partnership, or partnership having limited liability fails to designate another agent when required to do so, or if the foreign corporation's, bank's, savings bank's, savings and loan's, limited liability company's, limited partnership's or partnership having limited liability's license or registration to do business on Ohio expires or is canceled.

B. The qualifying entity also states as follows: (Complete only if applicable)

1 Foreign Notice Under Section 1703.031

(If the qualifying entity is a foreign bank, savings bank, or savings and loan, then the following information must be completed.)

(a.) The name of the Foreign Nationally/Federally chartered bank, savings bank, or savings and loan association is

(b.) The name(s) of any Trade Name(s) under which the corporation will conduct business:

(c.) The location of the main office (non-Ohio) shall be:

(street address) NOTE: P.O. Box Addresses are NOT acceptable.

(city, township, or village) (county) (state) (zip code)

(d.) The principal office location in the state of Ohio shall be:

(street address) NOTE: P.O. Box Addresses are NOT acceptable.

(city, township, or village) (county) Ohio (state) (zip code)

(Please note, if there will not be an office in the state of Ohio, please list none.)

(e.) The corporation will exercise the following purpose(s) in the state of Ohio:

(Please provide a brief summary of the business to be conducted; a general clause is not sufficient)

2. Foreign Qualifying Limited Liability Company

(If the qualifying entity is a foreign limited liability company, the following information must be completed.)

(a.) The name of the limited liability company in its state of organization/registration is

(b.) The name under which the limited liability company desires to transact business in Ohio is

(c.) The limited liability company was organized or registered on _____
under the laws of the state/country of _____

(d) The address to which interested persons may direct requests for copies of the articles of organization, operating agreement, bylaws, or other charter documents of the company is:

(street address) *NOTE: P.O. Box Addresses are NOT acceptable.*

(city, township, or village) (state) (zip code)

3. Foreign Qualifying Limited Partnership

(If the qualifying entity is a foreign limited partnership, the following information must be completed)

(a) The name of the limited partnership is

(b) The limited partnership was formed on _____

(c) The address of the office of the limited partnership in its state/country of organization is:

(street address) *NOTE: P.O. Box Addresses are NOT acceptable.*

(city, township, or village) (county) (state) (zip code)

(d.) The limited partnership's principal office address is:

(street address) *NOTE: P.O. Box Addresses are NOT acceptable.*

(city, township, or village) (county) (state) (zip code)

(e.) The names and business or residence addresses of the General partners of the partnership are as follows:

Name	Address
_____	_____
_____	_____
_____	_____

(If insufficient space to cover this item, please attach a separate sheet listing the general partners and their respective addresses)

(f) The address of the office where a list of the names and business or residence addresses of the limited partners and their respective capital contributions is to be maintained is:

(street address) *NOTE: P.O. Box Addresses are NOT acceptable.*

(city, township, or village) (county) (state) (zip code)

The limited partnership hereby certifies that it shall maintain said records until the registration of the limited partnership in Ohio is canceled or withdrawn.

4. Foreign Qualifying Partnership Having Limited Liability

(a) The name of the partnership shall be

(b.) Please complete the following appropriate section (either item b(1) or b(2)):

(1) The address of the partnership's principal office in Ohio is:

(street address)

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

_____, Ohio
(city, village or township)

(zip code)

(If the partnership does not have a principal office in Ohio, then items b2 must be completed)

(2.) The address of the partnership's principal office (Non-Ohio):

(street address)

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

(city, township, or village)

(state)

(zip code)

(c.) The name and address of a statutory agent for service of process in Ohio is as follows:

(name)

(street address)

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

_____, Ohio
(city, village or township)

(zip code)

(d) Please indicate the state or jurisdiction in which the Foreign Limited Liability Partnership has been formed

(e.) The business which the partnership engages in is:

The undersigned constituent entities have caused this certificate of merger to be signed by its duly authorized officers, partners and representatives on the date(s) stated below.

The Villages of Oak Creek Homeowners' Association, Inc
(Exact name of entity)

By: [Signature]
Its: President
Date: 1-31-03

Villages at Oak Creek Homeowners' Association, Inc
(Exact name of entity)

By: [Signature]
Its: TRUSTEE / PRESIDENT
Date: 2/6/03

(Exact name of entity)

By: _____
Its: _____
Date: _____

(Exact name of entity)

By: [Signature]
Its: TRUSTEE, SECRETARY
Date: 2/6/03

(Exact name of entity)

By: _____
Its: _____
Date: _____

(Exact name of entity)

By: [Signature]
Its: Trustee / Treasurer
Date: 2/6/03

(Exact name of entity)

By: _____
Its: _____
Date: _____

(Exact name of entity)

By: _____
Its: _____
Date: _____

(Exact name of entity)

By: _____
Its: _____
Date: _____

(Exact name of entity)

By: _____
Its: _____
Date: _____

Exhibit "A"

**DESCRIPTION OF
12' BIKE PATH EASEMENT
LOT 3174 - VILLAGES OF OAK CREEK PHASE 8
ORANGE TOWNSHIP
DELAWARE COUNTY, OHIO**

Situate in the State of Ohio, County of Delaware, Township of Orange, being a part of Farm Lot 22, Quarter Township 3, Township 3 North, Range 18 West, United States Military Lands and being a strip of land on, over, and across a portion of Lot 3174 of Villages of Oak Creek Phase 8 of record in Plat Cabinet 1, Slides 766, 766A, & 766B and said strip of land also being on, over, and across a 7.692 acre tract as conveyed to Villages at Oak Creek Homeowners Association, Inc. by deed of record in Official Record 90, Page 1288; all of the aforementioned references being to the Recorder's Office, Delaware County, Ohio and being more particularly described as follows:

Commencing at the northwest corner of the said Lot 3174 and said point being also at the northwest corner of the said 7.692 acre tract;

Thence South 86 degrees 50 minutes 14 seconds East, a distance of 53.29 feet along the northerly line of the said Lot 3174 and also along the northerly line of the said 7.692 acre tract to the True Point of Beginning of the herein described strip of land;

Thence South 86 degrees 50 minutes 14 seconds East, a distance of 12.07 feet continuing along the northerly line of the said Lot 3174 and also continuing along the northerly line of the said 7.692 acre tract to a point;

Thence South 2 degrees 49 minutes 57 seconds East, a distance of 1162.88 feet crossing the said Lot 3174 and also through the said 7.692 acre tract to a point in the southerly line of the said 7.692 acre tract and said point being also in a northerly line of a 13.916 acre tract as conveyed to The Board of Education of the Olentangy Local School District by deed of record in Official Record 667, Page 387, Recorder's Office, Delaware County, Ohio;

Thence North 87 degrees 01 minutes 35 seconds West, a distance of 12.06 feet along the southerly line of the said 7.692 acre tract and also along a northerly line of the said 13.916 acre tract to a point;

Thence North 2 degrees 49 minutes 57 seconds West, a distance of 1162.92 crossing the said Lot 3174 and also through the said 7.692 acre tract to the True Point of Beginning of the herein described strip of land and containing 0.320 acres, more or less.

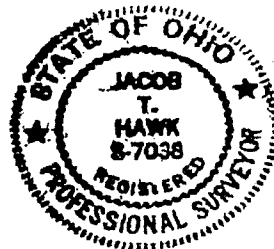
MATMAR, INC.



Jacob T. Hawk

Ohio Registered Professional Surveyor No. 7038

7/28/07



Public Recreational Bike and Pedestrian Trail Easement

The Villages of Oak Creek Homeowners' Association, Inc., an Ohio nonprofit corporation (the "Grantor"), in consideration of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, paid by the **Board of Township Trustees of Orange Township, Delaware County, Ohio** (the "Grantee"), does hereby for itself, its successors and assigns, grant, bargain, sell and convey to the Grantee, its successors and assigns forever, the right and permanent easement to install, reinstall, construct, reconstruct, operate, maintain, repair, inspect, use and remove a public recreational bike and pedestrian trail, together with the right of the general public to enter upon such public recreational bike and pedestrian trail for the purposes aforesaid, and forever to have and to hold such rights and easement under the conditions set forth, on, over, through, under and across the real estate described in Exhibit "A" attached hereto and made a part of this easement.

To have and to hold said easement and right-of-way with all of the privileges and appurtenances thereto belonging to said Grantee, its successors and assigns forever. The rights granted in this easement shall run with the land.

Prior Instrument Reference: O.R. Volume 0090, Page 1288, Recorder's Office, Delaware County, Ohio.
O.R. Volume 0342, Page 0783, Recorder's Office, Delaware County, Ohio.
O.R. Volume 0951, Page 1218, Recorder's Office, Delaware County, Ohio.

Permanent Parcel No.: 31831205012000

The easement granted hereby includes, but is not limited to, the rights to excavate a foundation for the location of such public recreational bike and pedestrian trail and to install a hard surfaced trail of gravel, concrete, asphalt, or other material deemed appropriate by Grantee. Further, it includes, but is not limited to, the right to enter upon sufficient land owned by the Grantor, its successors or assigns, which is adjacent to this easement as is required to install, reinstall, construct, reconstruct, operate, maintain, repair, inspect, use or remove the public recreational bike and pedestrian trail, together with the right to install necessary signs on the adjacent land as to the public use.

The easement granted hereby also includes, but is not limited to, the right to trim any trees or shrubbery which may hereafter interfere with the installation, reinstallation, construction, reconstruction, operation, maintenance, repair, inspection, use or removal of said public recreational bike and pedestrian trail, both within the limits of the easement and within the limits of a strip of land five feet in width on each side, adjacent and parallel to the easement, and to trim or cut any trees or shrubbery that now interfere with the installation, reinstallation, construction, reconstruction, operation, maintenance, repair, inspection, use or removal of said public recreational bike and pedestrian trail. The easement specifically does not include the right to build a fence, or any similar type of barrier or obstruction, between the easement and Grantor's adjacent property.

Grantee and its successors and assigns, together with the general public, shall have the right of ingress and egress from the site occupied or to be occupied by said public recreational bike and pedestrian trail. Fur-

AFFIDAVIT OF MERGER

State of Ohio
County of Franklin: ss

Affiant being first duly sworn, deposes and says the following:

1. Effective February 7, 2003, The Villages of Oak Creek Homeowners' Association, Inc. and Villages at Oak Creek Homeowners' Association Inc. merged with one another. The Certificate of Merger from this transaction is attached hereto as Exhibit A.
2. The Villages of Oak Creek Homeowners' Association, Inc. is the surviving entity from the merger.
3. The Villages of Oak Creek Homeowners' Association is the successor to all property, both real and personal, of the former Villages at Oak Creek Homeowners' Association, Inc.

Executed this 9 day of ~~May~~ ^{JUN RLC}, 2010.

Ray Craig
 Ray Craig
 President, Board of Trustees
 The Villages of Oak Creek Homeowners'
 Association, Inc.

ACKNOWLEDGMENT

State of Ohio
County of Franklin ss

Sworn to before me and subscribed in my presence this 9 day of ~~April~~ ^{JUN RLC}, 2010.

Mary Ann Ross
 Notary Public



MARY ANN ROSS
Notary Public, State of Ohio
My Commission Expires 4/2010

ther, Grantee and its successors and assigns shall have the right to do any and all things necessary, proper or incidental to the successful installation, reinstallation, construction, reconstruction, operation, maintenance, repair, inspection, use or removal of said public recreational bike and pedestrian trail. The Grantor shall have the right to use the easement for purposes not inconsistent with the Grantee's, and its successors and assigns, full enjoyment of the rights herein granted. Grantor shall not be responsible for maintenance of the public recreational bike and pedestrian trail.

The consideration mentioned includes total compensation for granting the above easement and right-of-way. Grantee, its successors and assigns, shall restore all of Grantor's property adjacent to the permanent easement to its original condition insofar as practicable, after entering upon said premises for the purposes hereinbefore set forth.

Grantor, for itself, its heirs, successors and assigns, covenants with Grantee, its successors and assigns, that Grantor is lawfully seized of the premises and that it will forever warrant and defend the same unto the Grantee, its successors and assigns, against all claims of all persons whomsoever. However, Grantor makes no representation as to title in the easement, and Grantee accepts this easement "as is."

The terms "Grantor" and "Grantee" shall include singular and plural, masculine and feminine, individuals, corporations, partnerships and associations, and the heirs, assigns, administrators, executors and successors of all of them.

IN WITNESS WHEREOF, the Grantor has hereunto caused its corporate name to be subscribed on this 9 day of JUNE, 2010.

The Villages of Oak Creek Homeowners' Association, Inc.,
an Ohio nonprofit corporation

By: Raymond L Craig

Print Name/Title RAYMOND L. CRAIG, PRES

State of Ohio)
County of Delaware) ss:

The foregoing instrument was acknowledged before me this 9 day of June, 2010, by Raymond L Craig (name), President (title) of **The Villages of Oak Creek Homeowners' Association, Inc.**, an Ohio nonprofit corporation, on behalf of the corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on this day and year aforesaid.



MARY ANN ROSS
Notary Public, State of Ohio
My Commission Expires 4/2012

Mary Ann Ross
Notary Public
My commission expires: 4/2012

This instrument prepared by: Michael J. McCarthy, Attorney at Law
15 N. Liberty Street
Powell, Ohio 43065