

ARTICLES OF INCORPORATION
OF
THE VILLAGES OF OAK CREEK
HOMEOWNERS' ASSOCIATION, INC.

The undersigned, desiring to form a corporation, not for profit, under Section 1702.01 et seq., Revised Code of Ohio, hereby certifies:

ARTICLE I

NAME

1.1 Name. The name of the corporation is The Villages of Oak Creek Homeowners' Association, Inc. (hereinafter sometimes referred to as the "Association").

ARTICLE II

PRINCIPAL OFFICE

2.1 Principal Office. The principal office of the Association shall be located in Orange Township, Delaware County, Ohio, as the Board of Trustees of the Association shall specify from time to time.

ARTICLE III

PURPOSES

3.1 Purposes. The principal purposes of the Association are:

A. To establish, maintain and operate a corporation not for profit required under certain recorded deed restrictions (the "Restrictions") that benefit and obligate the owners of THE VILLAGES OF OAK CREEK subdivisions, as the same are numbered and delineated upon the following plats of record in the Recorder's Office, Delaware County, Ohio: Phase 1, Cab. 1, Slides 540, 540A & 540B; Phase 2, Cab. 1, Slides 480, 480A & 480B; Phase 3, Cab. 1, Slides 643 & 643A; Phase 4, Cab. 1, Slides 533, 533A & 533B; Phase 5A, Cab. 1, Slides 665A & 665B; Phase 5B, Cab. 1, Slides 754 & 754A; Phase 6, Cab. 1, Slides 723 & 723A; Phase 7, Cab. 1, Slides 727, 727A & 727B; Phase 8, Cab. 1, Slides 766, 766A & 766B; and Phase 9, Cab. 2, Slides 17 & 17A. The property forming the Villages of Oak Creek subdivisions as described in said recorded plats shall sometimes be referred to collectively as the "Subdivision."

B. To service, mow, trim, sod, water and maintain in a safe, attractive and appealing condition the open space reserves, common areas and entrance ways of the Subdivision and to administer the covenants, restrictions, conditions and reservations set forth in the Restrictions of and for the Subdivision.

C. To acquire, own, maintain and manage any property which is conveyed to the Association with the consent of the Association; 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 property owned or acquired by the Association.

D. To engage in such other activities as may be to the mutual benefit of the owners of property in the Subdivision and land contiguous thereto, including but not limited to:

1) To accept an assignment of rights and easements reserved by the Developer and assume the obligations of the Developer under the Restrictions.

2) To establish an orderly and efficient system for the payment of, or reimbursement for, all expenses of the Association, and of billing to pay such expenses.

3) To enforce restrictions imposed upon the lots for the benefit of the lot owners and/or the Association, as said Restrictions are amended from time to time.

4) To provide or arrange for the provision of such other services to the Subdivision as the members, acting through the Board of Trustees, may from time to time determine should be provided.

5) To promulgate and/or enforce rules and regulations and perform such other acts as are deemed necessary to carry out the purposes of the Association.

6) To purchase, lease, or otherwise acquire, improve, construct, own, hold, use, maintain, operate, exchange, encumber, sell, convey or otherwise dispose of, real and personal property of every kind, nature, or description, as may be necessary or desirable to promote the purposes of this corporation.

7) To make and perform contracts of every kind for any lawful purpose without limit as to any amount, with any person, firm, association,

corporation, municipality, state, government, or municipal or political subdivision.

8) To have and exercise all the rights and powers conferred on nonprofit corporations under the Ohio nonprofit corporation law (Ohio Revised Code Chapter 1702), as such law is now in effect or may at any time hereafter be amended.

9) To do all other acts necessary or expedient for the administration of the affairs and attainment of the purposes of this Association.

E. This Association is organized pursuant to the Ohio non-profit corporation law and does not contemplate pecuniary gain or profit to its members and is organized for non-profit purposes.

F. The Association shall not do any act or enter into any agreement or transaction in a manner which would violate any provisions of Chapter 1702 of the Ohio Revised Code or the provisions of these Articles, the Restrictions, or the Code of Regulations of the Association, nor shall it carry on any activity for the profit of its members, as such, except for distributions of assets on dissolution and winding up.

ARTICLE IV

BOARD OF TRUSTEES AND INITIAL TRUSTEES

4.1 Number. The affairs of the Association shall be managed by a board of at least three (3) trustees. The number of trustees may be changed by amendment of these Articles or by the members acting through a Code of Regulations adopted on behalf of the Association, but shall not be less than three (3).

4.2 Initial Trustees. Until such time as a board of trustees shall be elected according to the provisions contained in a Code of Regulations adopted by the members or in some other manner, the affairs of the Association shall be governed by a board of initial trustees, composed of the following three (3) persons who shall serve until their successors are elected and qualified:

	<u>NAME:</u>	<u>ADDRESS:</u>
1.	Charles A. Vince	250 E. Wilson Bridge Road Worthington, Ohio 43085
2.	Donald R. Kenney	250 E. Wilson Bridge Road Worthington, Ohio 43085

3. Jill S. Tangeman Esq.

600 South High Street
Columbus, Ohio 43215

4.3 Powers of Initial Trustees. The board of trustees shall exercise all of the power authority and discharge all of the duties of trustees as defined in Chapter 1702 of the Ohio Revised Code, except as such power and authority may be limited or expanded by the provisions of these Articles, the Restrictions, or the Code of Regulations.

ARTICLE V

MEMBERSHIP

5.1 Members and Voting. Every person or entity who is a record owner of a lot in the Subdivision shall be a member of the Association, and is 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 a lot, and transfer of a lot shall automatically transfer membership to the transferee, together with all rights of the transferror. Each member shall be entitled to one (1) vote on each matter submitted to a vote of members; provided, however, that when title to a lot is held in the name of more than one person or entity, such co-owners acting jointly shall be entitled to but one (1) vote.

ARTICLE VI

NOTICE AND QUORUM

6.1 Notice and Quorum. Notice and quorum requirements shall be in accordance with the provisions of the Code of Regulations of the Association.

ARTICLE VII

INDEMNIFICATION

7.1 Third Party Actions. The Association 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, suit, or proceeding, whether civil, criminal, administrative, or investigative, including all appeals (other than an action, suit, or proceeding by or in the name of the Association) by reason of the fact that that person is or was a trustee or officer of the Association or is or was serving at the request of the Association as a director, trustee, officer, or employee of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, decrees, fines, penalties and amounts paid in settlement actually and reasonably incurred by him or her 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 interest of the Association and, with respect to any criminal action or proceeding, has no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner in which he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

7.2 Derivative Actions. The Association 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, including all appeals, by or in the name of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a trustee or officer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, or employee of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith, and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been finally adjudged to be liable for negligence or misconduct in the performance of his or her 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 shall determine upon application that, despite the adjudication of liability but in view of all 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 shall deem proper.

7.3 Rights After Successful Defense. To the extent that a trustee, officer, or employee has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in the preceding paragraphs, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred in connection therewith.

7.4 Other Determinations of Rights. Except as otherwise provided in Paragraph 3 of this Article, any indemnification under Paragraphs 1 and 2 (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the trustee, officer, or employee is proper under the circumstances because he or she has met the applicable standard of conduct set forth in Paragraph 1 or 2. Such determination shall be made by (i) the court having jurisdiction of the action, suit, or proceeding against such trustee, officer, or employee of a suit involving his or her right to indemnification, or (ii) a majority vote of those trustees who were not and are not parties to such action, suit, or proceeding (whether or not such majority constitutes a quorum), or, if there are not at least two such trustees of the Association then in office, other than those involved in such matter, by a majority of a

committee (selected by the Board of Trustees) of three or more persons (not including any person involved in such matter) who are, to the extent possible, members of the Association, provided that such indemnity in case of a settlement shall not be allowed by such committee unless it is found by independent legal counsel (meaning a lawyer who is not a trustee, officer, or employee of the Association, and is not a partner or professional associate of a trustee, officer, or employee of the Association) that such settlement is reasonable in amount and in the best interest of the Association. If independent legal counsel is so used, he or she shall be compensated by the Association.

7.5 Indemnification of Agents, Employees and Other Representatives. The Association may, from time to time and at its sole discretion, indemnify any person who is or was an agent, employee, or other authorized representative of the Association, or is or was serving at the request of the Association, or is or was serving at the request of the Association as a director, trustee, officer, or employee of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him or her incurred by him or her 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 trustees and officers of the Association.

7.6 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 Trustees, whether a disinterested quorum exists or not, upon receipt of any undertaking by or on behalf of the trustees, officer, or employee to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association.

7.7 Nonexclusiveness; Heirs. The foregoing rights of indemnification shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled as a matter of law or under these Articles, the Code of Regulations, any agreement, vote of members, any insurance purchased by the Association, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a trustee, officer, or employee and shall inure to the benefit of the heirs, executors, and administrators of such person.

7.8 Purchase of Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a trustee, officer, agent, or employee of the Association, or is or was serving at the request of the Association as a director, trustee, officer, or employee of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him or her or incurred by him or her in any such capacity, or arising out of the 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.

ARTICLE VIII

NET EARNINGS AND DISSOLUTION

8.1 Net Earnings. No part of the net earnings of the Association shall inure to the benefit of or be distributable to the members, trustees, officers, or other persons, except that the Association shall be authorized and empowered to reimburse any trustee, officer, or member for the actual expenses incurred in the performance of that individual's duties and in the furtherance of the purpose set forth in Article III above.

8.2 Dissolution. The Association shall exist so long as any restrictions remain applicable to any Lot, which restrictions are enforceable by the Association. Each holder or insurer of a first mortgage upon any Lot shall be entitled to timely written notice of any proposed termination of the Association.

ARTICLE IX

AMENDMENTS

9.1 Amendments. The Articles may be amended only with the affirmative approval of members exercising no less than 60 % of the voting power of the members present in person or by proxy. Notwithstanding the foregoing, and in addition thereto, the consent of all members present, in person or by proxy, who are entitled to vote at a duly called and noticed meeting of the Association, shall be required for any amendment hereto which effects a change in (1) the method of dividing the assessments, (2) the method of voting on Association matters, and (3) the fundamental purposes for which the Association is organized.

IN WITNESS WHEREOF, I have hereunto set my hand to these Articles of Incorporation of the Villages of Oak Creek Homeowners' Association this 9th day of March, 1999.



Charles A. Vince, Incorporator

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