

ARTICLES OF INCORPORATION  
OF  
WALKER WOOD ASSOCIATION

In compliance with the requirements of the provisions of Chapter 1702 of the Revised Code of Ohio, the undersigned hereby form a corporation not for profit and certifies:

ARTICLE I

Name

The name of the corporation is Walker Wood Association, hereinafter referred to as the "Association".

ARTICLE II

Principal Office

The principal office of the Association shall be at such place in the City of Worthington, Franklin County, Ohio as the Board of Trustees of the Association shall specify from time to time.

ARTICLE III

Purpose and Powers

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to:

- A. exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Easements, Restrictions and Assessment Liens for Walker Wood, hereinafter referred to as the "Declaration", and recorded or to be recorded in records of the Recorder of Delaware County, Ohio, and as the same is amended from time to time as therein provided;
- 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 expenses incident to the conduct of the business of the Association;

- C. accept, acquire, receive, take and hold by bequest, devise, grant, gift, purchase, exchange, lease, transfer, judicial order or decree, or otherwise, for any of its objectives and purposes, any property, both real and personal, of whatever kind, nature or description and wherever situated;
- D. sell, exchange, convey, mortgage, lease, transfer, or otherwise dispose of, any such property, both real and personal, as the objectives and purposes of the corporation may require, subject to such limitations as may be prescribed by law;
- E. borrow money and, from time to time, make, accept, endorse, execute, and issue bonds, debentures, promissory notes, bills of exchange, and other obligations of the corporation for monies borrowed or in payment for property acquired or for any such obligations by mortgage, pledge, deed, indenture, agreement, or other instrument of trust, or by other lien upon, assignment of, or agreement in regard to all or any part of the property, rights, or privileges of the corporation wherever situated, whether now owned or hereafter to be acquired;
- F. in general, exercise such other powers which are now or hereafter may be, conferred by law upon a nonprofit corporation organized for the purposes hereinabove set forth, or necessary or incidental to the powers so conferred, or conducive to the attainment of the purposes of the corporation, subject to such limitations as are or may be prescribed by law.

ARTICLE IV  
Exempt Organization

The corporation's funds and income therefrom shall be used only for purposes which fully qualify the corporation as an exempt organization under Section 501 (c)(4) of the Internal Revenue Code, as amended, or as it may be hereafter amended, and other applicable sections of the Internal Revenue laws of the United States.

ARTICLE V  
Net Earnings

No part of the net earnings of the corporation shall inure to the benefit of, or be distributed to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payment and distributions in furtherance of the purposes set forth in Article III.

ARTICLE VI  
Membership

Every person who is a record owner of a fee simple interest in any Lot in Walker Wood and such other subdivisions as may be added to association membership from time to time, shall be a member of Association. Membership shall be appurtenant to and may not be separated from ownership to the transferee. Voting rights of members shall be as set forth in the Code of Regulations.

ARTICLE VII  
Board of Trustees

The names and addresses of the persons who are initially to act in the capacity of trustees, until the selection of their successors (as provided in the Code of Regulations), are:

<u>Name</u>	<u>Address</u>
Terry Sternad	110 B. Northwoods Blvd. Columbus, OH 43235
Jay S. Ortlip	110 B. Northwoods Blvd. Columbus, OH 43235
Tod J. Ortlip	110 B. Northwoods Blvd. Columbus, OH 43235

The number, qualifications, manner and time of selection of successor trustees, and their terms of office, shall be set forth in the Code of Regulations.

The trustees shall exercise all of the power and 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 or the Code of Regulations.

#### ARTICLE VIII

##### Indemnification

- A. 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 right 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 attorney's fees), judgments, 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 interests of the Association and, with respect to any criminal action or proceeding, had 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 interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.
- B. 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 right 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 attorney's 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 interests of the Association, except that no indemnification shall be made in respect to 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 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 shall deem proper.

- C. 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 attorney's fees) actually and reasonably incurred in connection therewith.
- D. Other Determinations of Rights. Except as otherwise provided in paragraph C. of this Article, any indemnification under paragraphs A and B (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 A or B. Such determination shall be made by (1) the court having jurisdiction of the action, suit, or proceeding against such trustee, officer or employee or a suit involving his or her right to indemnification, or (2) 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 used, he or she shall be compensated by the Association.

- E. Indemnification of Agents, Employees, and Other Representatives. The Association may, from time to time and in its sole discretion, indemnify any person who is or was an agent, employee, or other authorized representative 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 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.
- F. 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 an undertaking by or on behalf of the trustee, 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.
- G. 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 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.
- H. 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 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.

## ARTICLE IX

Dissolution

In the event of dissolution of the corporation, assets and any income remaining after paying or making provisions for the payment of all the liabilities of the organization shall be distributed exclusively to such organizations designated by the Board of Trustees which are organized and operated exclusively for such purposes as shall qualify at the time as exempt under the Internal Revenue Code of 1954, as amended, or as may be hereafter amended. No private member, officer, trustee or private individual shall be entitled to share in the distribution of any of the corporation's assets on dissolution of the corporation.

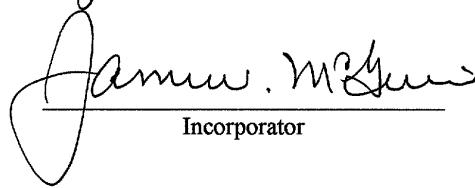
## ARTICLE X

Amendments

These Articles may be amended only by a vote of two-thirds (2/3) of the members; provided that any such amendment through (December 31, 2009) must also be approved by (Planned Communities, Inc.) or its successor. Notwithstanding the foregoing, 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, and the written consent of (Planned Communities, Inc.) or its successor, shall be required for any amendment which effects a change in (i) the method of dividing the assessments, (ii) the method of voting on Association matters, or (iii) the fundamental purposes for which the Association is organized.

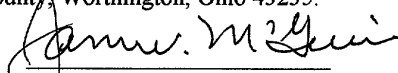
IN WITNESS WHEREOF, I have hereunto subscribed my name as the Incorporator this

18<sup>th</sup> day of August, 1998.

  
\_\_\_\_\_  
Incorporator

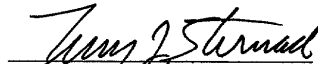
## ORIGINAL APPOINTMENT OF AGENT

The undersigned, the Incorporator of Walker Wood Association, a corporation not-for-profit, hereby appoints Terry Sternad, a natural person resident in the county in which the corporation has its principal office, upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. His complete address is 110 B. Northwoods, Blvd., Franklin County, Worthington, Ohio 43235.

  
James W. McGuire  
Incorporator

Gentlemen:

I hereby accept appointment as agent of Walker Wood Association, upon whom process, tax notices or demands may be served.

  
Terry Sternad



James W. McGuire  
Attorney at Law  
110 B Northwoods Blvd.  
Columbus, Ohio 43235



Secretary  
Corporatio  
30 East K  
Columbu

DATE	DOCUMENT NO	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
1. 9/14/1998	199823802548	ARN DOMESTIC ARTICLES/NON-PROFIT	25.00	0.00	0.00	0.00	0.00
<b>TOTAL</b>			25.00	0.00	0.00	0.00	0.00

**Return To:**  
**JAMES W. MCGUIRE**  
**110 B NORTHWOOD BLVD**  
**COLUMBUS, OH 43235-0000**

-----cut along the dotted line-----



*The State of Ohio*  
 *Certificate* 

*Secretary of State - Bob Taft*

**1030592**

*It is hereby certified that the Secretary of State of Ohio has custody of the business records for WALKER WOOD ASSOCIATION, and that said business records show the filing and recording of:*

Document(s)  
 DOMESTIC ARTICLES/NON-PROFIT

Document No(s):  
 199823802548

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 20th day of  
 August, A.D. 1998



*Bob Taft*  
 Bob Taft  
 Secretary of State