



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
02/23/2006	200605401374	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	.00	.00	.00	.00

**Receipt**

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

WILES, BOYLE, BURKHOLDER & BRINGARDNER  
DANIEL E. BRINGARDNER  
300 SPRUCE STREET, FLOOR ONE  
COLUMBUS, OH 43215

**STATE OF OHIO**  
**CERTIFICATE**  
**Ohio Secretary of State, J. Kenneth Blackwell**

**1601844**

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

**GLENABBY CONDOMINIUM ASSOCIATION**

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

Document(s)

**DOMESTIC ARTICLES/NON-PROFIT**

Document No(s):

**200605401374**

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 16th day of February,  
A.D. 2006.

*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)

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

Expedite this Form: (Select One)	
Mail Form to one of the Following:	
<input type="radio"/> Yes	PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of \$100 ***
<input 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)**

<input type="checkbox"/> (1) Articles of Incorporation Profit (113-ARF) ORC 1701	<input checked="" type="checkbox"/> (2) Articles of Incorporation Non-Profit (114-ARN) ORC 1702	<input type="checkbox"/> (3) Articles of Incorporation Professional (170-ARP) Profession _____ ORC 1785
--	---	---

**Complete the general information in this section for the box checked above.**

FIRST: Name of Corporation Glenabby Condominium Association

SECOND: Location Columbus 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

The purposes for which the Association is formed are to be and act as the unit owners association for  
Glenabby Condominium, to provide for the maintenance, preservation and architectural control  
of the Condominium, and to provide the health, safety and welfare of occupants of the Condominium all as  
described in the additional provisions attached as Attachment 1 and made a part hereof by 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)

_____	_____	_____
<small>(No. of Shares)</small>	<small>(Type)</small>	<small>(Par Value)</small>

Completing the information in this section is optional

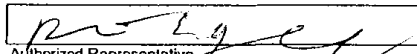
FIFTH: The following are the names and addresses of the individuals who are to serve as initial Directors

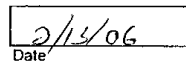
Robert E. Yoakam, Jr  
 (Name)  
 999 Polaris Parkway, Suite 200  
 (Street) *NOTE: P.O. Box Addresses are NOT acceptable*  
 Columbus Ohio 43240  
 (City) (State) (Zip Code)

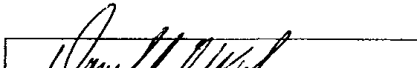
Donald R. Wick  
 (Name)  
 999 Polaris Parkway, Suite 200  
 (Street) *NOTE: P.O. Box Addresses are NOT acceptable*  
 Columbus Ohio 43240  
 (City) (State) (Zip Code)

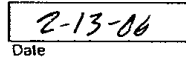
David W. Sowers  
 (Name)  
 999 Polaris Parkway, Suite 200  
 (Street) *NOTE: P.O. Box Addresses are NOT acceptable*  
 Columbus Ohio 43240  
 (City) (State) (Zip Code)

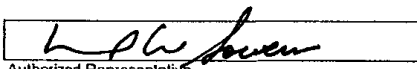
**REQUIRED**  
 Must be authenticated  
 (signed) by an authorized  
 representative  
 (See Instructions)

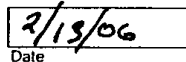
  
 Authorized Representative  
 Robert E. Yoakam Jr  
 (print name)

  
 Date

  
 Authorized Representative  
 Donald R. Wick  
 (print name)

  
 Date

  
 Authorized Representative  
 DAVID W. Sowers  
 (print name)

  
 Date

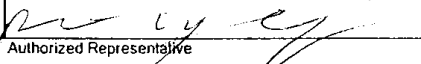
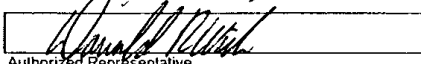
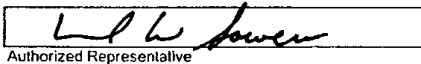
Complete the information in this section if box (1) (2) or (3) is checked.

### ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of Glenabby Condominium 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

Daniel E. Bringardner  
(Name)  
300 Spruce Street, Floor One  
(Street) NOTE: P O Box Addresses are NOT acceptable  
Columbus Ohio 43215-1173  
(City) (Zip Code)

Must be authenticated by an authorized representative

 Authorized Representative	<u>2/13/06</u> Date
 Authorized Representative	<u>2-13-06</u> Date
 Authorized Representative	<u>2/13/06</u> Date

**ACCEPTANCE OF APPOINTMENT**

The Undersigned, Daniel E. Bringardner, named herein as the Statutory agent for, Glenabby Condominium Association, hereby acknowledges and accepts the appointment of statutory agent for said entity

Signature: Daniel E. Bringardner  
(Statutory Agent)

**Attachment 1**  
**ADDITIONAL PROVISIONS**  
**To the**  
**INITIAL ARTICLES OF INCORPORATION**  
**OF**  
**GLENABBY CONDOMINIUM ASSOCIATION**

**THIRD ARTICLE (Continued)**

**Purposes and Powers**

Forthwith upon the creation of the Association the undersigned is creating a condominium under the provisions of Chapter 5311 of the Revised Code of Ohio, known as "Glenabby Condominium", "the Condominium", of all or part of 13.675 acres situated adjacent to Hamilton Road, south of Warner Road, in the City of Columbus, Franklin County, Ohio. The purposes for which the Association is formed are set forth in the attached Initial Articles of Incorporation and for those purposes to:

- (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 and Bylaws of the Condominium ("the Articles", "the Declaration" and "the Bylaws", respectively);
- (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 Condominium 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) provide the Unit Owners and Occupants of Units in the Condominium with (i) normal utility services not separately provided to individual Units, (ii) services supplemental to municipal services, and (iii) Common Elements maintenance service;
- (g) be, function and act as the Unit Owners association of the Condominium, under the provisions of Chapter 5311 of the Revised Code of Ohio, and delegate such authority as it desires to a managing agent;
- (h) 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
- (i) 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 Chapter 5311 of the Ohio Revised Code or the provisions of these Articles, the Declaration, or the Bylaws.

#### **FIFTH ARTICLE (Continued)**

##### **Board of Directors**

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 Bylaws.

The Board of Directors shall be and act as the board of directors of the Condominium and shall have all the powers and all of the duties of the board of directors as defined in Chapter 5311 of the Revised Code of Ohio and 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 Bylaws.

#### **(ADDITIONAL ARTICLES)**

#### **SIXTH ARTICLE**

##### **Membership**

Every person or entity who is a record owner of a fee or undivided fee simple interest in a Unit in Glenabby Condominium shall be a member of the Association, and

is herein called "a Unit Owner". 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 Unit, and transfer of a Unit shall automatically transfer membership to the transferee. Voting rights of members shall be as set forth in the Declaration and Bylaws. (The latter of which shall also be and serve as the Association's Code of Regulations).

## SEVENTH ARTICLE

### Notice and Quorum

Notice and quorum requirements shall be in accordance with the provisions of the Bylaws.

## EIGHTH ARTICLE

### Indemnification

(1) Third Party Actions. The Association shall indemnify any person who is or was a party of or 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 interest 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 the 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 capacity 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.

#### **NINTH ARTICLE**

##### **Duration**

The Association shall exist so long as the condominium regime of the Condominium exists, and no longer.

#### **TENTH ARTICLE**

##### **Dissolution**

The Association may be dissolved only with the same consents as are required to terminate the Condominium regime, as provided in the Declaration.

#### **ELEVENTH ARTICLE**

##### **Definitions**

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

#### **TWELVETH ARTICLE**

##### **Amendments**

The 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.