

**ARTICLES OF INCORPORATION**  
**WESTFIELD PARK HOMEOWNERS ASSOCIATION, INC.**

In compliance with the requirements of the provisions of Chapter 1702 of the Revised Code of Ohio, the undersigned hereby forms a nonprofit corporation and certifies:

**ARTICLE I**

**NAME**

The name of the corporation is Westfield Park Homeowners Association, Inc.

**ARTICLE II**

**PRINCIPAL OFFICE**

The principal office of the Association shall be in the City of Toledo, Lucas County, Ohio, or such place as the Board of Trustees of the Association shall specify from time to time.

**ARTICLE III**

**PURPOSE AND POWER**

The purposes for which this Association is formed are to act on behalf of the Owners at the Westfield Park Subdivision to provide for maintenance, preservation and architectural control of the Property, and to promote the health, safety and welfare of the residents. To promote these purposes, the Association shall have the following powers:

adopt and amend a Code of Regulations for the government of the Association, the conduct of its affairs and the management of the Property;

adopt rules and regulations for the use and occupation of the Common Elements and to enforce violations of the rules and regulations and the provisions and restrictions of the Declaration as against the Owners and Occupants.

adopt and amend budgets for revenues, expenditures and reserves and levy and collect Assessments from Owners;

hire and discharge managing agents and other employees, agents and independent contractors, and bond officers and employees with fiscal responsibilities;

institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the community;

make contracts and incur liabilities;

regulate the use, maintenance, repair, replacement and modification of the Common Elements for which the Association has maintenance responsibility and other rights as set forth herein;

cause additional improvements to be made as part of the Common Elements;

acquire, hold, encumber and convey in its own name any right, title or interest to real estate or personal property;

grant easements, liens, licenses and concessions through or over the Common Elements;

impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements and for services provided to Owners;

impose charges for late payments of Assessments and after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Code of Regulations and rules and regulations of the Association;

impose reasonable charges for the preparation and recordation of amendments to the Declaration or for statements of unpaid Assessments;

provide for indemnification of its officers and Board of Trustees and maintain directors' and officers' liability insurance;

assign its right to future income, including the right to receive Annual General Assessments, except that this power shall be limited to the purpose of repair of existing structures or improvements;

exercise any other powers conferred by the Declaration, Code of Regulations or Articles of Incorporation;

exercise all other powers that may be exercised in this state by nonprofit corporations;

exercise any other powers necessary and proper for the governance and operation of the Association.

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 1702 of the Ohio Revised Code or the provisions of these Articles, the Declaration or the Code of Regulations.

**ARTICLE IV**  
**MEMBERSHIP**

Every person or entity who is a record owner of a Lot in Westfield Park shall be a Member of the Association, and is herein called "an 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 Lot, and transfer of a Lot shall automatically transfer membership to the transferee. Voting rights of Members shall be as set forth in the Declaration and Code of Regulations.

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**ARTICLE V**  
**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 Declaration and Code of Regulations), are:

Name:	Address:
John E. Buckey	3150 Republic Drive North, Suite 3 Toledo, Ohio 43615
Richard L. Amos	3150 Republic Drive North, Suite 3 Toledo, Ohio 43615
Kathy Henline	3150 Republic Drive North, Suite 3 Toledo, Ohio 43615

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

The Board of Trustees shall have all of the powers and all of the duties of the Board of Trustees 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.

## **ARTICLE VI NOTICE AND QUORUM**

Notice and quorum requirements shall be in accordance with the provisions of the Declaration and the Code of Regulations.

## **ARTICLE VII INDEMNIFICATION**

(1) The Association shall indemnify every person who is or has been a Trustee, officer, agent, employee or volunteer of the Association and those persons' respective heirs, legal representatives, successors and assigns, against expenses, including attorneys' fees, and judgments, decrees, fines, penalties, and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether in an action or proceeding by or in the right of the Association, or otherwise, in which such person was or is a party or is threatened to be made a party by reason of the fact that said person was a Trustee, officer, agent, employee or volunteer of the Association, or is or was serving in such capacity at the request of the Association, provided that person (a) acted in good faith and in a manner that person believed to be in or not opposed to the best interests of the Association, and (b) in any matter which is the subject of a criminal action or proceeding, had no reasonable cause to believe the questioned conduct was unlawful, but provided that in the case of any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor against any such person by reason of that person serving in such capacity, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of a duty to the Association unless and only to the extent that the Court in which such action was brought shall determine upon application that in view of all the circumstances of the case that person is fairly and reasonably entitled to indemnity for such expenses as the Court shall deem proper.

(2) Unless ordered by a Court, the determination of indemnification, pursuant to the foregoing criteria, shall be made (a) by a majority vote of a quorum of Trustees of the Association who were not and are not parties to or threatened with any such action, suit or proceeding, or (b) if such a quorum is not obtainable, or if a majority of the quorum of disinterested Trustees so direct, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association or any person to

be indemnified within the past five years, or (c) by the Owners, or (d) by the Court in which such action, suit or proceeding was brought.

(3) Any such indemnification shall not be deemed exclusive of any other rights to which such person may be entitled under law, any agreement, or any insurance purchased by the Association, or by vote of the Owners, or otherwise.

## **ARTICLE VIII**

### **DURATION**

The Association may be dissolved only with the same consents as are required to terminate the regime, as provided in the Declaration. In the event that the Association is dissolved, all of its assets shall be dedicated to a public body, or conveyed to a nonprofit organization with similar purposes.

## **ARTICLE IX**

### **DEFINITIONS**

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

## **ARTICLE X**


### **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.

## **ARTICLE XI**

### **MISCELLANEOUS**

During the Declarant Control Period, as defined in the Declaration, any annexation of additional properties other than the Additional Land, mergers and consolidations, mortgaging of the Common Elements, dissolution and amendment of the Articles other than in accordance with Section 12.5 of the Declaration requires prior approval of the Federal Housing Administration or the Veterans Administration.

  
James A. Matre


Sole Incorporator

**ORIGINAL APPOINTMENT OF AGENT  
FOR  
WESTFIELD PARK HOMEOWNERS ASSOCIATION, INC.**

The undersigned, being at least a majority of the incorporators of Westfield Park Homeowners Association, Inc. hereby appoint James A. Matre, who is a natural person and a resident of Ohio, is hereby appointed to be the 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: 225 Pictoria Drive, Suite 200, Cincinnati, Ohio 45246.

Dated: October 21,2002

Signed:


  
James A. Matre

**Westfield Park Homeowners Association, Inc.**

The undersigned, named herein as the statutory agent for Westfield Park Homeowners Association, Inc., hereby acknowledges and accepts the appointment of agent for said corporation.

Dated: October 21,2002

Signed:

  
James A. Matre