

ARTICLES OF INCORPORATION
OF
AVENBURY LAKES
HOMEOWNERS ASSOCIATION, INC.

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ARTICLES OF INCORPORATION
OF
AVENBURY LAKES HOMEOWNERS ASSOCIATION, INC.

THE UNDERSIGNED, for the purpose of forming a corporation not for profit under and pursuant to Sections 1702.01 et seq. of the Ohio Revised Code certifies:

ARTICLE I
NAME

The name of this corporation is AVENBURY LAKES HOMEOWNERS ASSOCIATION, INC. The corporation is sometimes referred to herein as the "Association."

ARTICLE II
DEFINITIONS

All terms defined in the Avenbury Lakes Declaration of Covenants, Conditions and Restrictions, as amended from time to time, and as recorded in the public records of Lorain County, Ohio (the "Declaration") shall have the same meanings when used herein.

ARTICLE III
PRINCIPAL OFFICE AND AGENT

The principal place of business of the Association shall be 35290 Detroit Road, Avon, Ohio 44011. The registered office of the Association is 35290 Detroit Road, Avon, Ohio 44011.

ARTICLE IV
OBJECTS, PURPOSES AND POWERS

Section 4.1. This Association is a corporation not for profit. No part of its net earnings shall inure to the benefit of any private shareholder or Member.

Section 4.2. The objects and purposes for which this Association is organized are as follows:

4.2.1. To establish, maintain, operate, and provide all community services of every kind and nature required or desired by the Members including without limitation those services and functions described in the Declaration.

4.2.2. To provide for the enforcement of the Declaration.

4.2.3. To engage in such other activities as may be to the mutual benefit of the Members and the owners of portions of the Property.

4.2.4. To own, operate, and manage Common Area and properties conveyed to it, in accordance with the Declaration.

4.2.5. To do such other things as may be necessary and proper to carry out and accomplish the above objects and purposes.

4.2.6. The Association shall operate, maintain, and manage the surface water and stormwater systems in a manner consistent with all applicable governmental laws, rules and regulations.

Section 4.3. In furtherance of the aforesaid objects, purposes, and powers, the Association shall have all the powers of a Corporation Not for Profit organized and existing under the laws of the State of Ohio, which powers shall include, but are not limited to, the power:

4.3.1. To make, levy, and collect Assessments from its Members and to expend the proceeds of such Assessments for the benefit of its Members.

4.3.2. To bring and defend suits on behalf of the Association.

4.3.3. To make and enforce reasonable rules and regulations governing the use of the Properties covered by the Declaration.

4.3.4. To maintain, repair, replace, operate, and insure those portions of the property that the Association has the duty or right to maintain, repair, replace, operate, and insure under the Declaration, these Articles, and the Bylaws of the Association.

4.3.5. To contract and pay for the management of its property and to delegate to such contractors any or all powers and duties of the Association.

4.3.6. To employ personnel to perform the duties and services authorized by these Articles and by the Bylaws of the Association.

4.3.7. To purchase insurance for the protection of the Association and its Members.

4.3.8. To reconstruct improvements constructed on its property after casualty or other loss.

4.3.9. To make additional improvements to its property in accordance with the Declaration.

4.3.10. To acquire and enter into agreements whereby it acquires leaseholds, memberships, or other possessory or use interests in lands or facilities including but not limited to clubhouses, lakes, and other recreational facilities, whether or not contiguous.

4.3.11. The Association may purchase, lease, rent, and finance the purchase of equipment, furniture, and other items for the benefit of the Association or its Members.

ARTICLE V
MEMBERS

Section 5.1. Identity. The Members of the Association shall consist of the Declarant and all owners of record title to Lots as provided in the Declaration.

Section 5.2. Transfer. Membership in the Association cannot be transferred in any manner except as may be provided in the Declaration.

Section 5.3. Classes. The Association shall have two (2) classes of voting membership: Class A and Class B. All votes shall be cast in the manner provided in the Bylaws. When more than one person or entity holds an interest in any Lot the vote for such Lot shall be exercised as such persons or entities determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to any such Lot nor shall any split vote be permitted with respect to such Lot. The two classes of voting memberships and voting rights related thereto, are as follows:

A. Class A. Class A members shall be all Owners of Lots provided, however so long as there is Class B membership, the Declarant shall not be a Class A member. Owner's of Class A Lots shall be entitled to one (1) vote for each Lot owned.

B. Class B. The Class B member shall be the Declarant. Class B Lots shall be all Lots or acreage owned by the Declarant which have not been converted to Class A as provided below. The voting rights appurtenant to the Class B Lots shall be as follows: the Declarant shall be entitled to nine (9) votes for each Class B Lot which it owns.

C. Termination of Class B. From time to time, Class B membership may cease and be converted to Class A membership, and any Class B Lots then subject to the terms of this Declaration shall become Class A Lots upon the happening of any of the following events, whichever first occurs:

1. If Declarant waives Class B membership, in writing;
2. When the total votes outstanding in the Class A membership equal or exceed 321, or
3. On December 31, 2010, however Declarant may extend this date by not more than five (5) years by written notice given to all Owners by December 31, 2010.

D. Voting. When more than one (1) person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as the owners of all such interests determine among themselves, but in no event shall more than one (1) vote be cast with respect to each Lot or Block. In the event of a disagreement among such persons and an attempt by two (2) or more of them to cast the vote of such Lot such vote shall not be recognized and the Lot shall not be counted for any purpose until such dispute is resolved.

E. Class B Rights. Until the time at which the Class B membership terminates, as provided herein, the Class B Member shall be vested with the sole voting rights in the Association on all matters, except such matters as to which the Declaration, these Articles of Incorporation, or the Bylaws of the Association specifically require a vote of the Class A Members.

ARTICLE VI TERM

Section 6.1. Term. Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State of Ohio. The Association shall exist in perpetuity.

ARTICLE VII BOARD OF TRUSTEES

Section 7.1. Board. The business and affairs of the Association shall be managed by a Board of Trustees consisting of not less than three (3) Trustees nor more than five (5) Trustees. The first Board of Trustees shall consist of three (3) Members. The Board of Trustees shall be elected by the Members of the Association entitled to vote. The names and addresses of the first Board of Trustees who shall hold office until their successors are elected and have qualified, are as follows:

Trustee	Michael J. DeAnna
Trustee	Joseph R. Scaletta
Trustee	Delia Lannon

Section 7.2. Election. The Trustees of the Association shall be elected at the time and in the manner provided for in the Bylaws. The terms of office shall be established by the Bylaws.

ARTICLE VIII OFFICERS

Section 8.1. Officers. The officers of the Association shall consist of a President, one (1) or more Vice President, a Secretary, and a Treasurer. The officers in the Association shall be elected by the Board of Trustees of the Association in accordance with the provisions of the Bylaws of the Association. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary may not be held by the same person. The initial officers are:

President	Michael J. DeAnna
Vice President	Joseph R. Scaletta

ARTICLE IX INDEMNIFICATION

Section 9.1. Third Party Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party of any threatened, pending, or completed action, suit, or proceeding, or appeal therefrom, whether civil, criminal, administrative, investigative, or otherwise (other than any action by or in the right of the Association) by reason of the fact that he or she is or was a director, officer, or employee of the Association, or at the express or implied request of the Association is or was serving as a director, trustee, officer, or employee of another association or a partnership, joint venture, trust, or other enterprise (including without limitation any affiliated association, partnership, joint venture, trust, or other enterprise), against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding if he or she acted in good faith and in a manner 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 such conduct was unlawful.

Section 9.2. 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 by or in the right of the Association, or appeal therefrom, to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, or employee of the Association, or at the express or implied request of the Association is or was serving as a director, trustee, officer, or employee of another association or a partnership, joint venture, trust, or other enterprise (including without limitation any affiliated association, partnership, joint venture, trust, or other enterprise), against expenses (including attorneys' fees and amount paid in settlement) actually and reasonably incurred in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Association; provided, however, that no person shall be entitled to indemnification under this Section 9.2 in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of his or her duty to the Association.

Section 9.3. Successful Defense. To the extent that a director, officer, or employee has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 9.1 or 9.2 of this Article IX, or in defense of any claim, issue, or matter mentioned therein, such determination shall constitute conclusive evidence of such person's right to be indemnified against expenses (including attorneys' fees) actually and reasonably incurred in connection therewith, and the Board of Trustees of the Association shall direct the reimbursement of all such expenses.

Section 9.4. Determination of Propriety of Indemnification. No person seeking indemnification under Section 9.1 or 9.2 of this Article IX shall be indemnified unless pursuant

to a determination by a court or unless the Board of Trustees in good faith by a majority vote of trustees who were not parties to such action, suit, or proceeding determine that the standards set forth in such Sections have been met in the circumstances. The Association may provide for additional indemnification and right to any person (including without limitation those persons referred to in Sections 9.1 and 9.2 of this Article IX), in each case except as otherwise ordered by a court or prohibited by law.

ARTICLE X DISPOSITION OF ASSETS UPON DISSOLUTION

Section 10.1. Disposition. No Member, trustee, or officer of the Association or other private individual shall be entitled to share in the distribution of any of its assets upon dissolution of the Association. Unless agreed to the contrary by two-thirds (2/3) of each and every class of members, upon dissolution of the Association, the assets of the Association shall be granted, conveyed, and assigned to an appropriate public body, agency, or agencies, utility or utilities, or any one or more of them or to any one or more nonprofit associations, trusts, or other organizations to be devoted to purposes as nearly as practical the same as those to which they were required to be devoted by the Association. No disposition of the Association's assets shall divest or diminish the any right or title of any Member vested under the Declaration unless made in accordance with the provisions of such Declaration.

ARTICLE XI AMENDMENT OF ARTICLES

Section 11.1. Amendments. These Articles may be amended by an affirmative vote of two-thirds (2/3) of the votes cast by the Members of the Association entitled to vote.

ARTICLE XII
BYLAWS

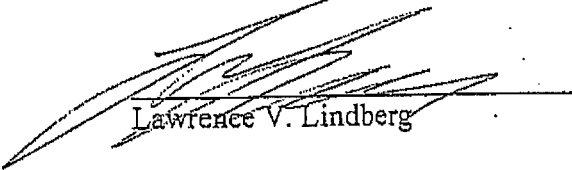
Section 12.1. Bylaws. The Association shall adopt Bylaws governing the conduct of the affairs of the Association. The Bylaws shall be altered, amended, or rescinded as provided in the Bylaws.

ARTICLE XIII
INCORPORATOR

Section 13.1. Incorporator. The name and address of the incorporator to these Articles of Incorporation is as follows:

Lawrence V. Lindberg
Baker & Hostetler LLP
3200 East Ninth Street
Cleveland, Ohio 44114

IN WITNESS WHEREOF, the subscribing incorporator has hereunto set his hand and seal and caused these Articles of Incorporation to be executed this 4th day of MAY, 1999.


Lawrence V. Lindberg

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ORIGINAL APPOINTMENT OF AGENT

The undersigned, being the sole incorporator of Avenbury Lakes Homeowners Association, Inc., does hereby appoint Joseph R. Scaletta, a natural person, 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 35290 Detroit Road, Avon, Ohio 44011..

By: 

Lawrence V. Lindberg
Sole Incorporator

Date: MAY 14, 1999

Avenbury Lakes
Homeowners Association, Inc.

Ladies and Gentlemen:

I hereby accept appointment of agent of your corporation upon whom process tax notices or demands may be served.


Joseph R. Scaletta

Date: 5/14/99