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05/09/2006	200612901586	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	.00	.00	.00	.00

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CHARLES T. WILLIAMS LAW OFFICE  
555 S. FRONT ST.  
STE. 320  
COLUMBUS, OH 43215

# STATE OF OHIO

## CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell

1621287

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

**SAGE CREEK HOMEOWNER'S ASSOCIATION**

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

Document(s)

**DOMESTIC ARTICLES/NON-PROFIT**

Document No(s):

**200612901586**



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 8th day of May, 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](http://www.state.oh.us/sos)

e-mail: [busserv@sos.state.oh.us](mailto:busserv@sos.state.oh.us)

**Expedite this Form: (Select One)**

**Mail Form to one of the Following:**

- ☐ Yes PO Box 1390  
Columbus, OH 43216  
\*\*\* Requires an additional fee of \$100 \*\*\*
- ☒ 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)**

<b>(1)</b> <input type="checkbox"/> Articles of Incorporation Profit (113-ARF) ORC 1701	<b>(2)</b> <input checked="" type="checkbox"/> Articles of Incorporation Non-Profit (114-ARN) ORC 1702	<b>(3)</b> <input type="checkbox"/> Articles of Incorporation Professional (170-ARP) Profession _____ ORC 1785
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**Complete the general information in this section for the box checked above.**

**FIRST:** Name of Corporation Sage Creek Homeowners' Association

**SECOND:** Location Genoa Township Delaware  
(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

a) To acquire, maintain, own and manage the real property portions thereof, designated as Sage Creek  
Homeowners' Association, which is incorporated herein by this reference, and any other property which is  
conveyed to the Association with the consent of the Association; to purchase, own, construct, maintain, and  
\*additional provisions have been attached to this document\*

**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)

(No of Shares) \_\_\_\_\_ (Type) \_\_\_\_\_ (Par Value) \_\_\_\_\_

(Refer to instructions if needed)

**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.

(Name) \_\_\_\_\_

(Street) \_\_\_\_\_

**NOTE: P.O. Box Addresses are NOT acceptable.**

(City) \_\_\_\_\_

(State) \_\_\_\_\_

(Zip Code) \_\_\_\_\_

(Name) \_\_\_\_\_

(Street) \_\_\_\_\_

**NOTE: P.O. Box Addresses are NOT acceptable.**

(City) \_\_\_\_\_

(State) \_\_\_\_\_

(Zip Code) \_\_\_\_\_

(Name) \_\_\_\_\_

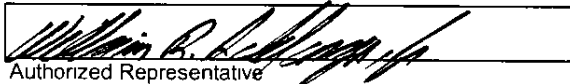
(Street) \_\_\_\_\_

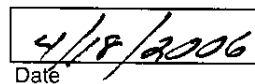
**NOTE: P.O. Box Addresses are NOT acceptable.**

(City) \_\_\_\_\_

(State) \_\_\_\_\_

(Zip Code) \_\_\_\_\_

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

 \_\_\_\_\_  
 Authorized Representative


 \_\_\_\_\_  
 Date

 \_\_\_\_\_  
 William R. Schlanger  
 (Print Name)

 \_\_\_\_\_  
 \_\_\_\_\_  
 Authorized Representative

 \_\_\_\_\_  
 \_\_\_\_\_  
 Date

 \_\_\_\_\_  
 (Print Name)

 \_\_\_\_\_  
 \_\_\_\_\_  
 Authorized Representative

 \_\_\_\_\_  
 \_\_\_\_\_  
 Date

 \_\_\_\_\_  
 (Print Name)

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 Sage Creek Homeowners' 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

Robin L. Strohm

(Name)

Charles T. Williams Law Offices, 555 S. Front Street, Suite 320

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Columbus

(City)

, Ohio

43215

(Zip Code)

Must be authenticated by an  
authorized representative

Charles T. Williams  
Authorized Representative

4/18/2006  
Date

Authorized Representative

Date

Authorized Representative

Date

### ACCEPTANCE OF APPOINTMENT

The Undersigned, Robin L. Strohm, named herein as the  
Statutory agent for, Sage Creek Homeowners' Association,  
hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature: Robin L. Strohm  
(Statutory Agent)

and manage any and all facilities and improvements presently or in the future of Sage Creek Homeowners' Association;

- b. To establish and enforce reasonable rules and regulations for the uses of open spaces;
- c. 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;
- d. To establish and operate arbitration procedures for the settlement of disputes among Lot owners;
- e. To enforce restrictions imposed upon the Lots for the benefit of the Lots and/or the Association;
- f. To promulgate and enforce such rules and regulations, and perform such acts, as are deemed necessary to achieve the above-described objectives;
- g. To carry on any other activities which a non-profit corporation may carry on under the Ohio Non-Profit Corporation Law; and
- h. To place liens on lots for nonpayment of assessments, late charges, and/or penalties, and to foreclose those liens as the Board of Directors shall determine.

## **ARTICLE VI**

### **Period of Existence**

**Period of Existence.** The period of existence of the Association shall be perpetual unless terminated in accordance with the terms of these *Articles of Incorporation*.

## **ARTICLE VII**

### **General Powers**

The Association shall have the power to own, accept, acquire, mortgage, and dispose of real and personal property, and to obtain, invest or disburse and retain funds, in advancing the purposes stated in Article III. The Association shall have the power to do any lawful acts, or things reasonably necessary or desirable for carrying out the Association's purposes, and for protecting the lawful rights and interests of its members in connection therewith.

## **ARTICLE VIII**

### **Membership and Voting Rights**

**§1. Membership.** The following persons shall be members of the Association: (a) every person or entity who is the record owner of any one of the Lots (hereinafter referred to as a "Lot"), located in the Sage Creek Subdivision.

**§2. Privileges of Membership.** Membership shall entitle the holder thereof, or its representative in the event that the member is not an individual or individuals, to all the privileges of

membership, including the right to vote and to hold office in accordance with the provisions of §3 of Article VIII; Persons in the family of a member who live with the member, tenants in possession of a Lot and persons in the family of a tenant in possession of a Lot who live with such tenant, but who are not themselves members, shall have all privileges of membership, except that they shall not have the right to vote or to hold office.

**§3. Voting Rights.** The record owner of any Lot shall have one vote. If more than one person or entity holds an interest(s) in a single Lot, then the owner(s) shall designate one person who will be a representative entitled to exercise one vote for that Lot. If the owners do not designate a representative, then the right to vote shall be forfeited. Members only may exercise the right to vote. All questions before the members shall be decided by a majority vote of the Quorum, present in person or by proxy, as set forth in the Code of Regulations.

## **ARTICLE IX**

### **Board of Directors**

**§1. Number.** The affairs of the Association shall be managed by a board of three directors who must be members (or representatives of members who are not individuals) of the Association. The number of directors may be changed by amendment of the *Code of Regulations* of the Association, providing that there be no more than five (5) Directors.

**§2. Powers of Directors.** The elected Board of Directors shall have the same powers and duties enumerated in the *Articles of Incorporation* and the *Code of Regulations*. The number, qualifications, manner and time of selection of successor Directors, and their terms of office, shall be as set forth in the *Code of Regulations*.

## **ARTICLE X**

### **Assessments**

The directors of the Association shall, prior to January 1 of each year, determine the estimated operating and contingency costs of the Association in connection with fulfilling all of the purposes of the Association for the following calendar year. Such total shall be divided by the total number of Lots in the Sage Creek Subdivision (58). The resulting amount shall be the annual assessment for Lots for that calendar year. Assessments shall be collected annually each calendar year according to the schedule established by the Board of Directors and the Treasurer. Assessments will only be imposed on those individuals who have an existing home on a lot within the subdivision.

Homeowners who are delinquent in payment of annual assessments thirty (30) days or more, are subject to a late charge of \$60.00 every thirty (30) days from the previous payment due date. Late fees shall be assessed using the same thirty (30) day schedule, on any penalties or additional balances owed to the Association. Checks returned due to insufficient funds shall be assessed a charge of \$25.00. Fees may be paid by credit card, however Members are responsible for all costs related to processing this type of payment.

- a. From and after January 1 of each year, the annual assessment may be increased each year not more than 10% above the assessment for the previous year without a vote of the membership.

- b. From January 1 of each year the annual assessment may be increased above 10% by a vote of a majority of the owners who are present to vote in person, by proxy, or by absentee ballot, at a meeting duly called for this purpose.
- c. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

## ARTICLE XI

### Guests

Guests of members, when and only when accompanied by a member, shall be entitled to the use of any common areas located on the property owned by the Association, subject to such fees, rules, cancellations, and regulations as may be adopted by the Board of Directors.

## ARTICLE XII

### Insurance

The Association may keep the improvements erected on the property of the Association insured against loss by fire and other hazards. In addition, the Association may maintain liability insurance in such amount as is deemed sufficient by the Board of Directors. The Association shall be bound by the insurance guidelines pursuant to all sections of Article VIII, in the *Code of Regulations*.

## ARTICLE XIII

### Net Earnings and Dissolution

**§1. Net Earnings.** No part of the net earnings of the Association shall inure to the benefit of or be distributable to its members, directors, officers, or other persons, except that the Association shall be authorized and empowered to reimburse any director, officer or member for his actual expenses incurred in the performance of his/her duties, and in the furtherance of the purposes set forth in Article III.

**§2. Dissolution.** The Association shall exist so long as (1) the Association owns any portion of the Open Space, or (2) any restrictions remain applicable to any Lot, which restrictions are enforceable by the Association, or (3) the arbitration of disputes in connection with such restrictions has been delegated by such restrictions to the Association and continues to remain in force; whichever is longest. Upon the dissolution of the Association, any assets remaining shall be distributed proportionately among the members (other than Directors who are deemed as members under the laws of the State of Ohio), then the assets shall be distributed in such a manner as determined by the affirmative vote of a majority of the Board of Directors.

## ARTICLE XIV

### Amendment

**§1. Notices of Amendment.** A holder or insurer of a first mortgage upon any Lot, upon written request to the Association (which request shall state the name and address of such holder or insurer and a description of the Lot) shall be entitled to timely written notice of:

- a. Any proposed amendment of the *Articles of Incorporation*, the *Code of Regulations* or the *Restrictions, Covenants, Conditions, and Agreements Controlling the Use of Lots*

*Located in Sage Creek Subdivision; or*

- b.** Any proposed termination of the Association (unless the Association automatically terminates pursuant to the provisions of §2 of Article XIII, above).

**§2. Amendments.** The consent of a majority of Lot owners present, entitled to vote, in person, by proxy, or by absentee ballot, at a duly called and noticed meeting of the Association, shall be required for any amendment of these *Articles of Incorporation*.

## **ARTICLE XV**

### **Inspection of Association Books and Records**

The holder and insurer of the first mortgage on any Unit shall be entitled upon request, to:

- a.** Inspect the books and records of the Association during normal business hours; and
- b.** to require the preparation of and receive an annual financial statement of the Association for the immediately preceding calendar year, except that such statement need not be furnished earlier than September 1, following the end of such calendar year.

The members shall also have reasonable access to inspect the books, records, and financial statements of the Association.

\* \* \* \* \*