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06/22/2020	202017401548	AMENDED/RESTATED ARTICLES (AMA)	50.00	0.00	0.00	0.00

Receipt

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

WEDGEWOOD HILLS HOMEOWNERS ASSOCIATION
ATTN: LYNNE C. PARROTT
7652 SAWMILL RD., #180
DUBLIN, OH 43016

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Frank LaRose
927484

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

WEDGEWOOD HILLS HOMEOWNERS ASSOCIATION

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

Document(s)

AMENDED/RESTATED ARTICLES

Effective Date: 06/22/2020

Document No(s):

202017401548



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
22nd day of June, A.D. 2020.

Ohio Secretary of State

Form 541 Prescribed by:



Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

OhioSoS.gov | business@OhioSoS.gov

File online or for more information: OhioBusinessCentral.gov

RECEIVED

**Certificate of Amendment
(Nonprofit, Domestic Corporation)
Filing Fee: \$50
Form Must Be Typed**

JUN 29 2020

OHIO SECRETARY OF STATE

Check the appropriate box:

- Amendment to existing Articles of Incorporation by Members pursuant to Ohio Revised Code section 1702.38(C) (128-AMD)
- Amended and Restated Articles by Members pursuant to Ohio Revised Code section 1702.38(D) or by Directors pursuant to Ohio Revised Code section 1702.38(E) (126-AMAN) - The following articles supersede the existing articles and all amendments thereto.

Complete the following information:

Name of Corporation

WEDGEWOOD HILLS HOMEOWNERS ASSOCIATION

Charter Number

927484

A copy of the resolution of amendment must be attached to this document.

Note: If amended and restated articles were adopted, amended articles must set forth all provisions required in original articles other than with respect to the initial directors pursuant to Ohio Revised Code section 1702.38(A). In the case of adoption of the resolution by the directors, a statement of the basis for such adoption shall be provided.

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Must be signed by an authorized officer of the Corporation pursuant to the Ohio Revised Code section 1702.38(G).

Lynne C Parrott *Lynne C. Parrott*
Signature

By (if applicable)

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

Lynne C Parrott
Print Name

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

Signature

By (if applicable)

Print Name

**AMENDED AND REVISED ARTICLES OF INCORPORATION
OF
WEDGEWOOD HILLS HOMEOWNERS ASSOCIATION**

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

ARTICLE I

Name

The name of the corporation is Wedgewood Hills Homeowners Association, "the Association".

ARTICLE II

Principal Office

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

ARTICLE III

Purpose and Powers

The general purposes of the Association are: (1) to be an association of the owners of all of the Lots in Wedgewood Hills Subdivision, "the Subdivision", a residential subdivision in the City of Dublin, Franklin County, Ohio; (2) to administer and enforce restrictions *and* architectural standards as provided in the Declaration of Covenants, Easements, Restrictions and Assessment Liens of Wedgewood Hills, "the Declaration", recorded or to be recorded in the records of the Recorder of Franklin County, Ohio; and (3) to take such actions as are necessary or desirable to maintain the Subdivision as a safe, high quality residential community. Without limiting the generality of the foregoing, specific purposes for which the Association is formed are to:

- (a) maintain the Subdivision entryway and improvements a part thereof;
- (b) maintain streets and berm, bike paths, and drainage lakes, to the extent not maintained by the appropriate governmental authorities or the owners of the Lots abutting or upon which those amenities are situated;

- (c) exercise architectural and environmental control over all Lots in the Subdivision, to maintain a visually first-class appearance and environment in the Subdivision;
- (d) provide security, as needed, for all property in the Subdivision;
- (e) exercise all of the powers and privileges and perform all of the duties and fulfill all obligations of the Association as set forth in the Declaration, as the same may be amended from time to time;
- (f) establish and enforce reasonable rules and regulations for the use of property and conduct in the Subdivision;
- (g) 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;
- (h) 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;
- (i) maintain such insurance as the trustees of the Association from time to time determine;
- (j) borrow money to fulfill its purposes and invest reserves and excess funds, if any, in government insured accounts or such other investments as the members approve;
- (k) 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
- (l) 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 1702 of the Ohio Revised Code or the provisions of these Articles, the Declaration, or the Code of Regulations of the Association, nor shall it carry on any activity for the profit of its members, or distribute any gains, profits, or dividends to its members.

ARTICLE IV

Membership

Every person or entity who is a record owner of a fee or undivided fee simple interest in a Lot in the Subdivision, and whose Association dues are fully paid and up-to-date, shall, during such time as he, she, it or they own such interest, be a member of the Association, and is herein called "a member". For these purposes each owner of an undivided interest in a Lot, whose Association dues are fully paid and up-to-date, whether or not there is a dwelling on it, is an owner of a Lot and a member of the Association. 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 in the Association's Code of Regulations.

ARTICLE V

Board of Trustees

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

The trustees shall have all of the powers and authority and discharge all of the duties 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 Association's Code of Regulations.

ARTICLE VI

Notice and Quorum

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

ARTICLE VII

Indemnification

(1) Third Party Actions. The Association shall indemnify any person who is or was a party or is 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 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 domestic or foreign non-profit corporation or corporation for profit, or a partnership, joint venture, trust, Or other enterprise, against expenses (including attorney's fees). judgments, decrees, fines, 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, if that person had no reasonable cause to believe his or her 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 he or she 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 his or her 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 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 domestic or foreign non-profit corporation or corporation for profit, or a partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees) actuality 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 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 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 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 liability is asserted against a trustee pursuant to Section 1702.55 of the Ohio Revised Code.

(3) 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 in such an action, suit or proceeding, he or she shall be indemnified against expenses (including attorney's fees) he or she actually incurred in connection with that action, suit or proceeding.

(4) Other Determinations of Rights. Unless ordered by a court and subject to the provisions of paragraph 3 of this Article, 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 trustee, officer or employee is proper under the circumstances because he or she has met the applicable standard of conduct set forth in paragraphs 1 and 2 of this Article. Such determination shall be made by (a) the Court of Common Pleas or the court in which the action, suit, or proceeding referred to in paragraph 1 or 2 of this Article was brought, or (b) by a majority vote of a quorum consisting of trustees of the Association who were not and are not parties to or threatened with the action, suit or

(5) 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 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. Insurance may be purchased from or maintained with a person in which the Association has a financial interest.

ARTICLE VIII

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 the members, trustees, officers, or other persons, except that the Association shall be authorized and empowered to reimburse any trustee, officer, or member for the actual expenses incurred in the performance of that individual's duties and in the furtherance of the purposes set forth in Article I.

(2) Dissolution. The Association shall exist so long as any restrictions, enforceable by the Association, remain applicable to any Lot in the Subdivision. Each holder or insurer of a first mortgage upon any such Lot shall be entitled to timely written notice of any proposed termination of the Association. Upon dissolution, the assets of the Association shall be dedicated to public use or conveyed to an association with substantially the same purposes if not acceptable by the appropriate public authority.

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. Notwithstanding the foregoing, and in addition thereto, the consent of members entitled to exercise not less than a majority of the voting power of members, and, if amended at any time within five years of the recording of the Declaration with the Franklin County Recorder, the written consent of the Association under the provisions of the Declaration, shall be required for any amendment hereto which effects a change in (1) share of costs allocable to each Lot, (2) voting power of members, and (3) the fundamental purposes for which the Association is organized. A holder or insurer of a first mortgage on any Lot, upon written request to the Association (which request shall state proceeding referred to in paragraph 1 or 2 of this Article, or (c) in a written opinion 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); if a majority of a quorum of disinterested trustees so directs or (d) by a committee (selected by the board of trustees) of three or more persons (excluding any person involved in the 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 independent legal counsel finds 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.

(1) 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, or is or was serving at the request of the Association as a director, 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.

(2) Indemnification of Trustees.

Expenses incurred by a trustee of the Association in defending any action, suit or proceeding referred to in paragraph 1 or 2 of this Article, except any action, suit or proceeding brought pursuant only to Section 1702.55 of the Ohio Revised Code, shall be paid by the Association. Upon request of the trustee, and in accordance with paragraph 7 of this Article, such expenses shall be paid by the Association as incurred. However, expenses incurred by a trustee in defending an action, suit, or proceeding shall not be paid by the Association upon final disposition of the action, suit, or proceeding, or if paid in advance shall be repaid by the trustee, if it is proved, by clear and convincing evidence in a court with jurisdiction, that the act or omission of the trustee was one undertaken with a deliberate intent to cause injury to the Association or was one undertaken with a reckless disregard for the best interests of the Association.

(3) 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, if it is ultimately determined that he or she is not entitled to be indemnified by the Association.

(4) 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 trustees, or otherwise, both as to actions in their official capacities and as to actions in another capacity while holding their offices or positions 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 a person.

The name and address of such holder or insurer and a description of the Lot, shall be entitled to timely written notice of any proposed amendment hereto.

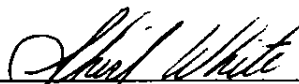
Wedgewood Hills Homeowners Association Annual Meeting Resolution

RESOLVED, that the Board of Trustees of the Wedgewood Hills Homeowners Association (the "Association") recommended to its members the Amended and Restated Articles of Incorporation (the "Articles");

RESOLVED FURHER, that by a majority vote in favor of the Articles, the members approved the Articles.

ORIGINAL APPOINTMENT OF AGENT

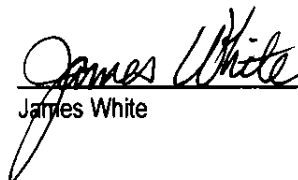
The undersigned, Wedgewood Hills Homeowners Association, a corporation not-for-profit, hereby appoints James White, a natural person resident in the county in which the corporation has its principal office, upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. His complete address is 4643 Shropshire Circle, Dublin, Franklin County, Ohio 43016.



Statutory Agent
Shirl White
Wedgewood Hills Homeowners Association
Secretary

Gentlemen:

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



James White