

ARTICLES OF INCORPORATION

OF

PEPPERIDGE OF WILDWOOD CONDOMINIUM OWNERS' ASSOCIATION

The undersigned, desiring to form a corporation, not for profit, under Chapter 1702 of the Revised Code of the State of Ohio, hereby certifies:

FIRST: The name of the corporation shall be PepperRidge of Wildwood Condominium Owners' Association (the "Association").

SECOND: The place in Ohio where the principal office of the Association is to be located is the City of Fairfield, Butler County, Ohio.

THIRD: A. The purposes for which the Association is formed are to be and to act as the Unit owners' association for a condominium, created under Chapter 5311 of the Ohio Revised Code, known as PepperRidge of Wildwood Condominium (the "Condominium"), to provide for the maintenance, preservation, and architectural control of the Condominium Property, and to promote the health, safety and welfare of the residents of the Condominium.

B. In implementation of these purposes, the Association may:

(1) 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, the Declaration of Condominium Ownership of PepperRidge of Wildwood Condominium (the "Declaration") and the Bylaws of PepperRidge of Wildwood Condominium Owners' Association (the "Bylaws");

(2) Fix, levy, and collect all charges or assessments pursuant to the terms of the Declaration and Bylaws, enforce payment of such charges and assessments by any lawful means, and pay all expenses in connection therewith and in connection with the conduct of the affairs of the Association;

(3) 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 and subject to the terms of the Declaration and Bylaws;

(4) Borrow money, and in accordance with the terms of the Declaration and Bylaws, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, all for the purpose of fulfilling the Association's responsibilities;

(5) Fix, administer, enforce, alter, amend, extend, waive, release, and terminate, in whole or in part, the terms, conditions, covenants, restrictions, and regulations upon, under, and subject to which any part or all of the Condominium may now or hereafter be used;

(6) Operate, maintain, repair, and replace the Condominium's Common Areas and Facilities in accordance with the terms of the Declaration and Bylaws;

(7) Obtain, pay for, and maintain insurance to the extent provided in the Declaration and Bylaws;

(8) Do any other thing necessary, expedient, incidental, appropriate, or convenient to the carrying out of the foregoing purposes which will promote the common benefit and enjoyment of the residents or owners of the Condominium Units, insofar as not prohibited by law, the Declaration, and the Bylaws; and

(9) Have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 1702 of the Ohio Revised Code may now or hereafter have or exercise by law.

The Association shall not take any action or enter into any transaction or agreement in a manner which would violate any provision of Chapter 5311 of the Ohio Revised Code, these Articles of Incorporation, the Declaration, or the Bylaws.

FOURTH: The Association is organized as a not-for-profit corporation pursuant to Chapter 1702 of the Ohio Revised Code, and is subject to Section 528 of the Internal Revenue Code. No part of the net earnings of the Association shall

inure (other than by acquiring, constructing, or providing management, maintenance, and care of Association property, and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any private individual, including, but not limited to, the members of the Board of Managers, and the Association's officers or members.

FIFTH: Every person or entity who is a record owner of a fee or undivided fee simple interest in a Unit shall be a member of the Association, and persons or entities who hold an interest merely as security for the performance of an obligation shall not be members of the Association. Membership shall be appurtenant to and shall not be separated from ownership of a unit. Upon a Unit owner's sale or other disposition of his or her ownership interest, the Unit owner's membership shall terminate and the new Unit owner shall automatically become a member of the Association. Voting rights of members shall be as set forth in the Declaration and Bylaws.

SIXTH: The affairs of the Association shall be managed by a Board of Managers, which shall also act as a Board of Trustees as outlined below. The names and addresses of the persons who are initially to act as members of the Board of Managers, until the selection of their successors as provided in the Declaration and Bylaws, are:

Derek Wehman	5877 Ross Road Fairfield, Ohio 45014
Linda E. Williams	1055 St. Paul's Place Cincinnati, Ohio 45202
Mark Carter	1055 St. Paul's Place Cincinnati, Ohio 45202

The number, qualifications, terms of office, and manner and time of selection of successor managers shall be as set forth in the Declaration and Bylaws.

The Board of Managers shall have all of the powers and duties of a Board of Managers as defined in Chapter 5311 of the Ohio Revised Code and of a Board of Trustees as defined in Chapter 1702 of the Ohio Revised Code, except as these powers may be limited and expanded by the provisions of these Articles of Incorporation, the Declaration, and the Bylaws.

SEVENTH: The Association shall indemnify every person who is or has been a member of the Board of Managers, an officer, an agent, or an employee of the Association and those persons' respective heirs, legal representatives, successors and assigns, against expenses, including attorney 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 this person was or is a party or is threatened to be made a party because this person was a member of the Board of Managers, an officer, an employee, or an agent of the Association, or is or was serving in such a capacity at the request of the Association, provided that this person (a) acted in good faith and in a manner that person believed to be in or not opposed to the Association's best interests, and (b) in any matter the subject of a criminal action or proceeding, had no reasonable cause to believe that the questioned conduct was unlawful, provided, however, that if an action or suit by or in the right of the Association, to procure a judgment in its favor against this person because of this person's serving in this capacity, is threatened, pending, or completed, no indemnification shall be made in respect of any claim, issue, or matter as to which this 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 this action or suit was brought shall determine upon application that in view of all the circumstances of the case this person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

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 the Association's Board of Managers 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 a quorum of disinterested managers 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 Unit owners, or (d) by the court in which such action, suit or proceeding was brought.

Such an indemnification is not exclusive of any other rights to which this person may be entitled under law, any agreement, or any insurance purchased by the Association, or by vote of Unit owners, or otherwise.

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

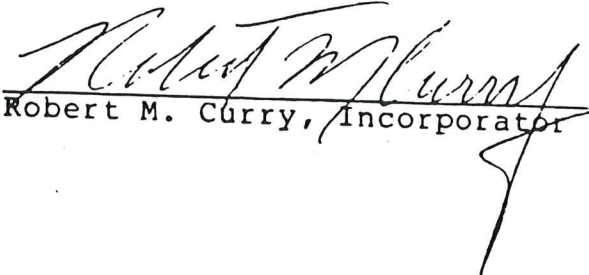
NINTH: The Association shall exist so long as, but no longer than, the condominium regime of the Condominium exists.

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

ELEVENTH: All terms used herein shall have the same meaning as set forth in the Declaration.

TWELFTH: These Articles of Incorporation may be amended by the affirmative vote of a majority of the Unit Owners present at a meeting held for such purpose at which a quorum is present.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation on this 12th day of August, 1983.


Robert M. Curry, Incorporator

CONSENT OF MORTGAGEE

BUCKEYE FEDERAL SAVINGS AND LOAN ASSOCIATION, the holder of a certain mortgage deed to the premises described in the foregoing Declaration of Condominium Ownership from TOWNE PROPERTIES, LTD., an Ohio limited partnership, such mortgage being recorded in Volume 1596, Page 370, Butler County Mortgage Records, hereby consents to the execution and delivery of the foregoing Declaration of Condominium Ownership with exhibits thereto and to the recording thereof in the Butler County, Ohio, Recorder's Office. BUCKEYE FEDERAL SAVINGS AND LOAN ASSOCIATION hereby subjects and subordinates the above-described mortgage to the provisions of the foregoing Declaration of Condominium Ownership with its attached exhibits for PEPPERIDGE OF WILDWOOD CONDOMINIUM and to the provisions of Chapter 5311 of the Ohio Revised Code.

IN WITNESS WHEREOF, BUCKEYE FEDERAL SAVINGS AND LOAN ASSOCIATION, by its duly authorized officers, has caused the execution of this Consent this 15th day of August, 1983.

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

Beverly J. Keck
John C. Lilly

BUCKEYE FEDERAL SAVINGS AND
LOAN ASSOCIATION

By James A. Burkhart
Title: Vice President

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 15th day of August, 1983, by James A. Burkhart, Vice President of BUCKEYE FEDERAL SAVINGS AND LOAN ASSOCIATION, a federally chartered savings and loan association, on behalf of the association.

John C. Lilly
Notary Public

This Instrument Prepared By:
Robert M. Curry
Smith & Schnacke
A Legal Professional Association
2000 Courthouse Plaza, NE
P. O. Box 1817
Dayton, Ohio 45401

JOHN C. LILLY, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION DATE
SECTION 147.03 R. C.



Original Appointment of Statutory Agent

The undersigned, being at least a majority of the incorporators of Pepper Ridge of Wildwood
Condominium Owners' Association (Name of Corporation)

_____, hereby appoint Derek Wehman to be statutory agent
(Name of 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: 5877 Ross Road
(Street)

Fairfield, Butler County, Ohio 45014
(City or Village) (Zip Code)

Date: August 15, 1983

Robert M. Curry
(Incorporator)
Robert M. Curry
(Incorporator)

(Incorporator)

(Incorporator)

Instructions

- 1) Profit and non-profit articles of incorporation must be accompanied by an original appointment of agent. R.C. 1701.04(C), 1702.04(C).
- 2) The statutory agent for a corporation may be (a) a natural person who is a resident of Ohio, or (b) an Ohio corporation or a foreign corporation licensed in Ohio which has a business address in this state and is explicitly authorized by its articles of incorporation to act as a statutory agent. R.C. 1701.07(A), 1702.06(A).
- 3) The agent's complete street address must be given; a post office box number is not acceptable. R.C. 1701.07(C), 1702.06(C).
- 4) An original appointment of agent form must be signed by at least a majority of the incorporators of the corporation. R.C. 1701.07(B), 1702.06(B).