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LOVELAND & BROSIUS
CALVIN T JOHNSON JR
50 W BROAD ST STE 3300
COLUMBUS, OH 43215

STATE OF OHIO

Ohio Secretary of State, J. Kenneth Blackwell

1242986

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

THE VILLAGE AT GALLOWAY RIDGE CONDOMINIUM ASSOCIATION

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

Document(s)	Document No(s):
DOMESTIC ARTICLES/NON-PROFIT	**200120600566**

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 18th day of July, A.D. 2001.

J. Kenneth Blackwell

Ohio Secretary of State

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2001 JUL 18 PM 2:11

CLIENT SERVICE CENTER

ARTICLES OF INCORPORATION

OF

THE VILLAGE AT GALLOWAY RIDGE CONDOMINIUM 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 The Village at Galloway Ridge Condominium Association, hereinafter called "the Association".

ARTICLE II

Principal Office

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

ARTICLE III

Purpose and Powers

Forthwith upon the creation of the Association the undersigned is creating a condominium under the provisions of Chapter 5311 of the Revised Code of Ohio, known as "The Village at Galloway Ridge, Single-family Homes in a Condominium Community", "the Condominium", of all or a portion of property situated on the west side of Doherty Drive and on the east side of Alton Darby Creek Road, in the City of Columbus, Franklin County, Ohio. The purposes for which the Association is formed are to be and act as the unit owners association for the Condominium, to provide for the maintenance, preservation and architectural control of the property of the Condominium, and to promote the health, safety and welfare of the residents of the Condominium, and for these purposes to:

(a) 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, and the Declaration and Bylaws of the Condominium ("the Articles", "the Declaration" and "the Bylaws", respectively);

(b) 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;

(c) 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;

(d) borrow money to fulfill its purposes and invest reserves and excess funds in government insured accounts or such other investments as the members approve;

(e) administer and enforce terms, conditions, covenants, restrictions and regulations upon, under and subject to which the Condominium or any part thereof may now or hereafter be used, and fix and provide any such terms, conditions, covenants, restrictions and regulations, and administer, enforce, alter, amend, change, add to, extend, waive, or terminate, in whole or in part, any of the same;

(f) provide the residents and Unit owners of the Condominium with (i) normal utility services not separately provided to individual Units, (ii) services supplemental to municipal services, and (iii) Common Elements maintenance service;

(g) be, function and act as the unit owners association of the Condominium, under the provisions of Chapter 5311 of the Revised Code of Ohio, and delegate such authority as it desires to a managing agent;

(h) 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

(i) 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 5311 of the Ohio Revised Code or the provisions of these Articles, the Declaration, or the Bylaws. In addition, no substantial part of the activities of the Association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, or carrying on or otherwise attempting to influence any political campaign on behalf of any candidate for public office, except as permitted, from time to time, by organizations exempt from Federal Income Tax under the then effective laws of the United States.

ARTICLE IV

Membership

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 is herein called "a Unit 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 Unit, and transfer of a Unit shall automatically transfer membership to the transferee. Voting rights of members shall be as set forth in the Declaration and Bylaws. (The latter of which shall also be and serve as the Association's Code of Regulations).

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ARTICLE V

Board of Directors (Managers)

The names and addresses of the persons who are initially to act in the capacity of Directors are:

Name	Address
Robert A. Meyer, Jr.	5501 Frantz Road Dublin, Ohio 43017
Denis G. Connor	5501 Frantz Road Dublin, Ohio 43017
Terry E. George	5501 Frantz Road Dublin, Ohio 43017

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

The Board of Directors shall be and act as the board of managers of the Condominium and shall have all of the powers and all of the duties of the board of managers as defined in Chapter 5311 of the Revised Code of Ohio and 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 Bylaws.

ARTICLE VI

Notice and Quorum

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

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 director, officer, employee, or volunteer of the Association, against expenses (including attorney's fees), judgments, fines, penalties, and amounts paid in settlement actually and reasonably incurred by that person 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 that person's 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 that person 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 the person's 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 the person is or was a director, officer, employee, or volunteer of the Association, against expenses (including attorney's fees) actually and reasonably incurred by that person in connection with the defense or settlement of such action or suit, if the 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, 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 that person's 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 a director is found liable only pursuant to the provisions of Section 1702.55 of the Ohio Revised Code.

(3) Other Determinations of Rights. Unless ordered by a court, 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 director, officer, employee or volunteer is proper under the circumstances because that person has met the applicable standard of conduct set forth in paragraphs (1) and (2) of this Article. Such determination shall be made in any one of the following manners: (a) by a majority vote of a quorum consisting of directors of the Association who were not and are not parties to or threatened with the action, suit or proceeding referred to in paragraph (1) or (2) of this Article, or (b) by the members by majority vote.

(4) Indemnification of Agents and Others. The Association may, from time to time, and in its sole discretion, indemnify any person who is or was an agent, or other authorized representative of the Association, other than those described under paragraphs (1) and (2) who may be indemnified, or is or was serving at the request of the Association as a director, officer, or employee of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that person or incurred by that person 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 directors, officers, employees and volunteers of the Association.

(5) 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 directors, whether a disinterested quorum exists or not, upon receipt of an undertaking by or on behalf of such person, to repay such amount, if it is ultimately determined that that person is not entitled to be indemnified by the Association.

(6) 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 directors, or otherwise, both as to actions in their official capacities and as to actions in another capacity while holding their offices or positions, shall continue as to a person who has ceased to be a director, officer, employee, member, manager, agent, or volunteer, and shall inure to the benefit of the heirs, executors, and administrators of such a person.

(7) 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 director, officer, agent, employee, or volunteer of the Association, or is or was serving at the request of the Association as a director, officer, employee, member, manager, agent or volunteer of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that person or incurred by that person 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

Duration

The Association shall exist so long as the condominium regime of the Condominium exists, and no longer.

ARTICLE IX

Dissolution

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

ARTICLE X

Definitions

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

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ARTICLE XI

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.

DOMINION HOMES, INC.

By _____
Robert A. Meyer, Jr., Senior Vice President

SOLE INCORPORATOR

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ORIGINAL APPOINTMENT OF AGENT

The undersigned, the sole incorporator of The Village at Galloway Ridge Condominium Association, a corporation not-for-profit, hereby appoints Calvin T. Johnson, Jr., a natural person who is a resident of the State of Ohio, 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 50 West Broad Street, Suite 3300, Columbus, Ohio 43215.

DOMINION HOMES, INC.

By _____
Robert A. Meyer, Jr., Senior Vice President

SOLE INCORPORATOR

Gentlemen:

I hereby accept appointment as agent of The Village at Galloway Ridge Condominium Association, upon whom process, tax notices or demands may be served.

_____
Calvin T. Johnson, Jr.

BUSINESS CORPORATIONS\ARTICLES\Dominion (Village at Galloway Ridge Condo)\7/17/01