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APPROVED

JUN 4 1999

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MAY 27 1999

**J. KENNETH BLACKWELL ARTICLES OF INCORPORATION OF
THE VILLAGE AT ALUM CREEK HOMEOWNERS' ASSOCIATION, INC.**

SECRETARY OF STATE

The undersigned, desiring to form a nonprofit corporation under Chapter 1702 of the Revised Code of Ohio, hereby certifies that:

FIRST: The name of the corporation shall be The Village at Alum Creek Homeowners' Association, Inc., (the corporation shall be referred to hereinafter as "Association").

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

THIRD: The purposes for which the Association is formed are generally, to serve as a "homeowners' association" as that term is defined in Section 528 of the United States Internal Revenue Code of 1986 as now in effect and as may be amended from time to time (the "Code") and to that end to hold title to, or easements over, land within the development for common purposes, including but not limited to detention areas and/or landscape entry areas, to maintain and administer such land and common areas in accordance with restrictions of record for The Village at Alum Creek Subdivision initially recorded during February, 1996 with the Recorder's office of Delaware County, Ohio, and all other property at any time added to the The Village at Alum Creek Subdivision and made subject to the foregoing restrictions, or this Association.

In carrying out the foregoing purposes, the Association may purchase, lease, exchange, acquire, own, hold, mortgage, pledge, hypothecate, borrow money upon, sell and otherwise deal in and with real and personal property of every kind, character and description whatsoever and all estates and interests therein, and otherwise may engage in any lawful act or activity for which corporations may be formed under Chapter 1702 of the Revised Code of Ohio. Without limiting the foregoing, the Association shall have the authority:

- (a) to operate, maintain, repair, replace and landscape the entrance areas and other improvements within The Village at Alum Creek Subdivision, as provided in the Declaration (said subdivision and any future phases are hereinafter referred to as the "Subdivision"); to enforce the obligation for maintenance of perimeter plantings described in the Declaration; to maintain aesthetically and functionally the pedestrian path easements within the Subdivision (if such paths are established by the plat of the subdivision, or by the restrictions); to maintain or enforce the obligation for maintenance of the fencing within the landscape buffer easements all in the manner described in the Declaration; to provide for other matters of concern to the owners of lots located within and more particularly described and depicted on the Subdivision plat or plats or in the declaration or declarations that are or hereinafter will be recorded in Delaware County, Ohio; to own and maintain any other property which may be conveyed to the Association with its consent; to enforce, as determined by the trustees in their sole discretion, the covenants and

restrictions set forth in the Declaration, and to purchase, construct, own, maintain, and manage any and all facilities and improvements (including personal property) presently or in the future constructed or located on the property of the Association and all of which shall sometimes hereinafter be referred to as the "Property", provided that all of the obligations of the Association shall be subject to the business judgment of the trustees;

- (b) to establish uniform rules and regulations pertaining to the maintenance and use of any pedestrian path easements, landscape easements and entrance features and any Property of the Association;
- (c) to provide and pay for insurance coverage in such types and amounts as the Association shall determine;
- (d) to exercise, to the extent and in the manner determined proper by the trustees in their sole business judgment, all of the powers and privileges or perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Easements, Conditions and Restrictions, initially recorded during February 1996 with the Recorder's Office of Delaware County, Ohio, as the same may be amended from time to time or additional phases or property added in accordance with its terms (hereinafter the "Declaration");
- (e) to fix, levy, collect and enforce payment by any lawful means, all charges or assessments made 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;
- (f) to acquire (by gift, purchases or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, grant easements over, or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (g) to borrow money to fulfill its purpose and give security therefor;
- (h) to enter into and perform contracts to fulfill its purposes;
- (i) to 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; and
- (j) to take any action necessary, expedient, incidental, appropriate, or convenient to the carrying out of the foregoing.

The Association shall not do any act or enter into any agreement or enter into any transaction in any 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. The foregoing purposes shall be accomplished on a non-profit basis, and no part of the net earnings of the Association shall inure to the benefit of any private person, firm,

corporation, association or organization, except that the Association may pay reasonable compensation for services provided to or for the benefit of the Association.

FOURTH: The name and addresses of the three (3) initial trustees of the Association who shall serve until the first annual or special meeting or until their successors are duly elected are as follows:

NAME	ADDRESS
Robert H. Schottenstein	3 Easton Oval, Columbus, Ohio 43219
Paul S. Coppel	3 Easton Oval, Columbus, Ohio 43219
William R. Westbrook	3 Easton Oval, Columbus, Ohio 43219

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

The trustees shall exercise all of the power and authority and discharge all of the duties of trustees as defined in Chapter 1702 of the Ohio Revised Code, except as such power and authorities may be limited or expanded by the provisions of these Articles, the Declaration, or the Code of Regulations.

FIFTH: Each owner of a fee simple interest in a lot in the Development shall be a member of the Association; provided that owner or owners of each lot in the Development shall be entitled to exercise one vote for each lot that he or she owns or they own; provided further that one hundred percent (100%) of the voting power of the members of the Association shall be entitled to be exercised by the Developer (as defined in the Code of Regulations) on each matter properly submitted to the members for their vote, consent, waiver, release or action until such time as the Developer elects to relinquish that voting right, which relinquishment shall take place not later than the date that the developer ceases to own the fee simple title to at least one of the lots in the Development. The membership of each owner shall terminate when the owner ceases to own an undivided fee simple interest in a lot; and upon the sale, transfer or other disposition of each undivided fee simple interest in a lot, the membership in the Association which is appurtenant to that interest shall automatically be transferred to the new owner[s] of the interest. No member may otherwise terminate his or her membership in the Association or sever that membership interest.

SIXTH: The obligation to pay the assessments imposed by the restrictions shall commence upon the date determined by majority vote of the trustees, in their sole discretion. Notwithstanding any term or condition in the restrictions to the contrary, a quorum for any meeting of the membership shall be that number of members who are entitled to vote who are present in person or by proxy at a meeting. Actions (except the amendment of the restrictions) can be taken upon a majority vote of the members present, in person or by proxy, at any duly noticed meeting.

SEVENTH: Upon the dissolution of the Association and after the return, transfer or conveyance of assets held upon condition which shall have occurred by reason of the dissolution or otherwise, the trustees of the Association shall distribute all of the remaining

assets of the Association in accordance with a plan of distribution adopted by the members of the Association.

EIGHTH: A trustee, member or officer of the Association shall not be disqualified by such office or membership from dealing or contracting with the Association as vender, purchaser, employee, agent, provider or otherwise. No contract or transaction shall be void or voidable with respect to the Association for the reason that it is between the Association and one or more of its trustees, members or officers, or between the Association and any other entity in which one or more of the Association's trustees, members or officers are directors, trustees or officers, or have financial or personal interests, or for the reason that one or more interested trustees or officers participated in or voted at the meeting of the trustees or a committee thereof which authorized such contract or transaction, if in any case (a) the material facts of any such relationship or interest and of the contract or transaction are disclosed or are known to the trustees or the committee and the trustees or committee, in good faith reasonably justified by said facts, authorize the contract or transaction by the affirmative vote of a majority of the disinterested trustees even though the disinterested trustees constitute less than a quorum; or (b) the material facts of any such relationship or interest and of the contract or transaction are disclosed or are known to the members entitled to vote thereon and the contract or transaction is specifically approved at a meeting of the members held for that purpose at which a quorum is present by the affirmative vote of members exercising a majority of the voting power of the members who are present in person or represented by proxy at the meeting and are not interested in the contract or transaction; or (c) the contract or transaction is fair to the Association at the time it is authorized or approved by the trustees, a committee thereof, or the members.

IN WITNESS WHEREOF, I have hereunto subscribed my name at Columbus,
Ohio this 27th day of May, 1999.

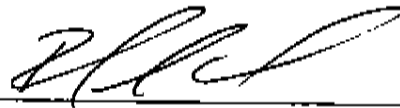


Paul S. Coppel, Incorporator

ORIGINAL APPOINTMENT OF AGENT

The undersigned, being the sole incorporator of The Village at Alum Creek Homeowners' Association, Inc. does hereby appoint the following natural person (a resident in the county in which the Association has its principal office) as the statutory agent of the Association upon whom any process, notice, or demand required or permitted by statute to be served upon the Association may be served. His complete address is:

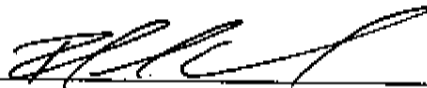
Paul S. Coppel
M/I Schottenstein Homes, Inc.
3 Easton Oval, Suite 500
Columbus, Ohio 43219



Paul S. Coppel, Sole Incorporator

Ladies and Gentlemen:

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



Paul S. Coppel