

**ARTICLES OF INCORPORATION
OF
THE RIDGE AT THE LEGACY OWNERS ASSOCIATION, INC.**

The undersigned incorporator, desiring to form a corporation pursuant to the provisions of the Act, executes the following Articles of Incorporation (the "Supplemental Articles"):

Article I
Name and Definitions

Section 1.01. Name. The name of this corporation is THE RIDGE AT THE LEGACY OWNERS ASSOCIATION, INC. (the "Supplemental Association"). The Supplemental Association's principal office is located at 9757 Westpoint Drive, Suite 600, Indianapolis, IN 46256.

Section 1.02. Terms from Declaration. Capitalized terms used in these Supplemental Articles, and not defined herein, shall, unless otherwise defined in Section 1.03 below or the context clearly requires otherwise, have the meaning given such terms in the Declaration and in the Supplemental Declaration.

Section 1.03. Other Defined Terms. The following terms, as used in these Supplemental Articles and the Supplemental By-Laws, unless the context clearly requires otherwise, shall mean the following:

"**Act**" means The Indiana Nonprofit Corporation Act of 1991, as amended from time to time.

"**Applicable Regulations**" means the regulations issued with respect to referenced provisions of the Code by the Internal Revenue Service as the same may be amended from time to time.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Declaration**" means the Master Declaration of Covenants and Restrictions of The Legacy recorded in the Office of the Recorder of Hamilton County, Indiana, as amended from time to time.

"**Member**" means a Member of the Supplemental Association.

"**Supplemental Declaration**" means the Supplemental Declaration of Covenants and Restrictions of The Ridge at The Legacy recorded in the Office of the Recorder of Hamilton County, Indiana, as amended from time to time.

Article 2

Purposes and Powers

Section 2.01. Type of Corporation. The Supplemental Association is a mutual benefit corporation.

Section 2.02. Primary Purposes. The purposes for which the Supplemental Association is formed are to own, manage, maintain, reserve, repair and reconstruct the Limited Common Areas and Limited Common Facilities within the Parcel, provide architectural control of the Lots and Residential Units within the Parcel and exercise all of the power and privileges, and perform all of the duties and obligations, of the Supplemental Association as set forth in the Declaration and the Supplemental Declaration.

Section 2.03. Additional Purposes. In addition, the Supplemental Association is formed for the promotion of the health, safety, and welfare of the Owners and Occupants of Lots in the Parcel and their tenants and for such other nonprofitable purposes that are authorized by the Act and permitted to be carried on by an organization exempt from Federal income taxation under the provisions of Section 528 of the Code.

Section 2.04. Specific Powers. Subject to any specific written limitations or restrictions imposed by the Act, by the Code, by other law, or by the Supplemental Declaration or the Supplemental By-Laws, and solely in furtherance of but not in addition to the purposes set forth in Section 2.02 and 2.03 of these Supplemental Articles, the Supplemental Association shall have the following specific powers:

Clause (A) To Manage, etc. To manage, maintain, repair and replace the Limited Common Areas and Limited Common Facilities for the benefit and use of the Members subject to such restraints or suspensions of use and voting rights of Members as are provided herein, in the Supplemental By-Laws, and in the Declaration, the Supplemental Declaration, a Plat or any other Development Instrument applicable to the Parcel.

Clause (B) To Make Assessments. To fix, levy, and collect assessments to be levied by the Supplemental Association under the Supplemental Declaration or by the Corporation under the Declaration, a Plat or any other Development Instrument applicable to the Parcel and to enforce payment thereof by all lawful means.

Clause (C) To Promulgate Rules. To promulgate such rules and regulations and perform such deeds as are deemed necessary to achieve the aforesaid purposes.

Clause (D) To Insure. To secure from insurers licensed and approved in the State of Indiana appropriate fire-property damage coverage, comprehensive general liability coverage and such other forms of insurance as may be deemed necessary or appropriate.

Clause (E) To Secure Services. To secure professional managerial services by employing a professional manager, contracting with a professional management service or entity, or otherwise, which services may include administrative, managerial, bookkeeping, legal, architectural, engineering, maintenance, repair, construction and other services.

Clause (F) To Acquire and Dispose of Property. To acquire by gift, purchase or other means, to own, hold, enjoy, lease, operate, maintain, convey, sell, transfer, mortgage or otherwise encumber or dedicate for public use, real or personal property in connection with the business of the Supplemental Association subject to the provisions of the Declaration, the Supplemental Declaration, a Plat or any other Development Instrument applicable to the Parcel.

Clause (G) To Borrow. To borrow money and, subject to the provisions of the Declaration and the Supplemental Declaration, to give, as security therefore, a mortgage or other security interest in any or all real or personal property owned by the Supplemental Association, or a pledge of monies to be received pursuant to the provisions of the Supplemental Declaration, and to assign and pledge its right to make Assessments and its rights to claim a lien therefore.

Clause (H) To Appoint a Fiscal Agent. To appoint any Person as its fiscal agent to collect all assessments and charges levied by the Supplemental Association and to enforce the Supplemental Association's liens for unpaid assessments and charges or any other lien held by the Supplemental Association.

Clause (I) To Make Contracts. To enter into, perform, cancel and rescind all kinds of contractual obligations, including the guarantee of the obligations and performance of others.

Clause (J) To Act with Others. To perform any act which the Supplemental Association acting alone has the power and capacity to perform by acting as a partner or otherwise in association with any Person or Persons, whether legally constituted or informally organized.

Clause (K) To Pay. To pay all expenses of administration of the Supplemental Association and expenses for the upkeep, maintenance and repair of the Limited Common Areas and Limited Common Facilities pursuant to the Supplemental Declaration or a Plat or other Development Instrument applicable to the Parcel, and to pay all licenses, taxes or governmental charges levied or imposed against the Limited Common Areas and Limited Common Facilities to the extent the same is separately assessed to the Supplemental Association.

Clause (L) To Merge. To participate in mergers and consolidations with other not-for-profit corporations organized for the same purpose.

Clause (M) To Otherwise Act. To have and to exercise any and all powers, rights and privileges which a corporation organized under the Act may now or hereafter have or exercise.

Section 2.05. Limitations Upon Powers. No part of the net earnings of the Supplemental Association shall inure to the benefit of any member of the Supplemental Board or officer of the Supplemental Association or to any private Person. No substantial part of the activities of the Supplemental Association shall consist of attempting to propose, support, oppose, advocate the adoption or rejection of, or otherwise influence legislation by propaganda or otherwise, and the Supplemental Association shall not participate in or intervene (including the publication or distribution of statements) in any political campaign on behalf of, or in opposition to, any candidate for public office. Notwithstanding any other provision of these Supplemental Articles, the Supplemental Association shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from federal taxation under Section 528 of the Code and the Applicable Regulations or the corresponding provisions of any subsequent federal tax laws if the effect thereof is to subject the gross income of the Supplemental Association to federal income taxation at rates established for corporations engaged in business for profit unless the purposes of the Supplemental Association set forth in Section 2.02 of these Supplemental Articles cannot otherwise be achieved.

Article 3

Registered Office and Registered Agent

Section 3.01. Registered Office. The street address of the registered office of the Supplemental Association is 9757 Westpoint Drive, Suite 600, Indianapolis, IN 46256.

Section 3.02. Registered Agent. The name of the registered agent of the Supplemental Association at the registered office is Rajai Zumot.

Article 4

Membership

Section 4.01. Classes of Membership. The Supplemental Association shall have a single class of members. Every Person who is an Owner of a Lot or Unit in the Parcel shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of a Lot, Unit or Condominium.

Section 4.02. Voting Rights. With respect to the Supplemental Association, each Owner that is present in person or proxy pursuant to the voting procedures established in the Supplemental By-Laws shall be entitled to cast the one (1) vote.

Section 4.03. Entity Members. Members who are not natural Persons shall designate by written notice to the Secretary of the Supplemental Association the name of an individual who is authorized to exercise the right of such member to vote. The name of such individual shall be kept on the records of the Supplemental Association and may be changed only by written notice to the Secretary of the Supplemental Association.

Section 4.04. Termination of Membership. Membership in the Supplemental Association shall lapse and terminate when a Member ceases to be an Owner of a Lot or Unit in the Parcel.

Section 4.05. Suspension of Membership Rights. No Member may be expelled from membership in the Supplemental Association for any reason. The Supplemental Board shall have the right to suspend the voting rights of a Member for a period during which any assessment or charge owed by the Member remains unpaid in excess of six (6) months.

Section 4.06. Meetings of Members. All meetings of the Members shall be held at such place within the State of Indiana as may be designated by the Supplemental Board pursuant to the provisions of the Supplemental By-Laws.

Section 4.07. No Other Preferences, etc. There shall be no other preferences, limitations, or restrictions with respect to the relative rights of the Members.

Article 5 **Directors**

Section 5.01. Number of Directors. The initial Supplemental Board shall consist of three (3) members. The number of members of the Supplemental Board shall be specified from time to time in the Supplemental By-Laws, but the minimum number shall be three (3) and the maximum number shall be five (5) and, if the Supplemental By-Laws fail to specify the number, then the number shall be three (3).

Section 5.02. Initial Directors. The initial members of the Supplemental Board are Rajai Zumot, Nabil Fahel and Paul F. Rioux, Jr..

Section 5.03. Appointment of Directors. Prior to the Parcel Applicable Date, (i) all of the members of and vacancies in the Supplemental Board shall be appointed by Supplemental Declarant in its discretion and (ii) the Supplemental Declarant in its discretion may remove and replace members of the Supplemental Board at any time and for any reason. After the Parcel Applicable Date, members of the Supplemental Board shall be elected by the Members in accordance with the provisions of the Supplemental By-Laws.

Article 6
Incorporator

Section 6.01. Name and address of Incorporator. The name and post office address of the incorporator is as follows:

<u>Name</u>	<u>Post Office Address</u>
Rajai Zumot	9757 Westpoint Dr., Suite 600 Indianapolis, IN 46256

Article 7
Provision for Regulation and Conduct
Of the Affairs of Association

Section 7.01. Management of Association. The affairs of the Supplemental Association shall be managed by the Supplemental Board.

Section 7.02. Code of By-Laws. Subject to the provisions of Section 7.04, the Supplemental Board, by a Majority vote shall have the power, without the assent of the Members, to make, alter, amend, or repeal the Supplemental By-laws.

Section 7.03. Amendment of Articles of Incorporation. The Supplemental Association reserves, subject to the provisions of Section 7.04, the right to amend, alter, change or repeal any provisions contained in these Supplemental Articles or in any amendment hereto, by a Majority vote of the Supplemental Directors without the consent of the Members; but, such power of amendment does not authorize any amendment that would permit any part of the net earnings of the Supplemental Association to inure to the benefit of any private individual, that would modify the provisions of Section 2.05 if such modifications would have the effect of disqualifying this Supplemental Association as an organization exempt from Federal income taxation under the provisions of Section 528 of the Code, as amended, or such equivalent provision as may hereafter exist from time to time, or that would be in conflict with the provisions of the Declaration, the Supplemental Declaration or any Plat or other Development Instrument applicable to the Parcel.

Section 7.04. Approval by Declarant. Prior to the Parcel Applicable Date, each amendment to these Supplemental Articles and to the Supplemental By-Laws must be approved in writing by Supplemental Declarant.

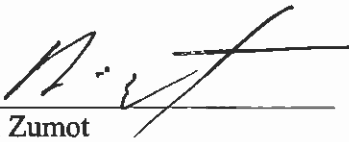
Article 8
Conflicts

Section 8.01. Conflicts. In the event of any conflicts between these Supplemental Articles and the Supplemental Declaration, the Supplemental Declaration shall control.

Article 9
Dissolution

Section 9.01. Dissolution. In the event of a dissolution of the Supplemental Association, assets remaining after payment of all debts of the Association shall be transferred by the Supplemental Board to the City of Carmel, Indiana to be used for purposes similar to those for which this Supplemental Association was organized. If such transfer is refused, then such assets shall be transferred by the Supplemental Board to the State of Indiana, or any instrumentality or subdivision thereof, exclusively for public purposes, or to any nonprofit corporation, trust, foundation or other organization whose purposes are substantially the same as one or more of the purposes of the Supplemental Association set forth in Section 2.02 hereof and which, at the time of transfer, is exempt from Federal income taxation under Sections 501(c)(3), 501(c)(4) or 528 of the Code or the corresponding provisions of any subsequent federal tax laws. Any such assets not so transferred by the Supplemental Board shall be disposed of by the Circuit Court of Hamilton County, Indiana exclusively for such charitable purposes or to such charitable organization as the Court shall determine. No member of the Supplemental Board or officer of the Supplemental Association, or any private individual, shall be entitled to share in the distribution of any of the assets of the Supplemental Association on dissolution of the Supplemental Association.

IN WITNESS WHEREOF, the undersigned, being the Incorporator designated in Article 6, executes these Supplemental Articles of Incorporation, this ____ day of December, 2012.



Rajai Zumot