

**ARTICLES OF INCORPORATION
OF
THE LEGACY AMENITY ASSOCIATION, INC.**

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

Article I
Name

Section 1.01. Name and Principal Office. The name of this corporation is THE LEGACY AMENITY ASSOCIATION, INC. (the "Amenity Association"). The Amenity Association's principal office is located at 9757 Westpoint Drive, Suite 600, Indianapolis, Indiana 46256.

Article 2
Purposes and Powers

Section 2.01. Type of Amenity Association. This Amenity Association is a mutual benefit corporation.

Section 2.02 Primary Purposes. The purposes for which this Amenity Association is formed are to own, manage, maintain, reserve, repair, and replace the Amenity Area and Amenities and to exercise all of the power and privileges, and perform all of the duties and obligations, of the Amenity Association as set forth in the Amenity Declaration.

Section 2.03. Additional Purposes. In addition, the Amenity Association is formed for any and all other nonprofitable purposes that are authorized by the Act and permitted to be carried on by an organization exempt from federal income taxation.

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 Amenity Declaration or the Amenity Articles, and solely in furtherance of but not in addition to the purposes set forth in Section 2.02 and 2.03 of these Amenity Articles, the Amenity Association shall have the following specific powers:

(A) **To Manage, etc.** To develop the Amenity Area, to construct, develop, manage, maintain, repair and replace the Amenities for the benefit and use of the Neighborhood Lot Owners to the extent provided herein, in the Amenity By-Laws and in the Amenity Declaration.

(B) **To Make Assessments.** To fix, levy, and collect Assessments to be levied by the Amenity Association under the Amenity Declaration.

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

(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.

(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.

(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 Amenity Association subject to the provisions of the Amenity Declaration.

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

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

(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.

(J) To Act with Others. To perform any act which the Amenity 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.

(K) To Pay. To pay all expenses of administration of the Amenity Association and expenses for the upkeep, maintenance and repair of the Amenity Area and the Amenities pursuant to the Amenity Declaration, and to pay all

licenses, taxes or governmental charges levied or imposed against the Amenity Area to the extent the same is separately assessed to the Amenity Association.

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

(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 Amenity Association shall inure to the benefit of any member of the Amenity Board or officer of the Amenity Association or to any private Person. No substantial part of the activities of the Amenity 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 Amenity 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 Amenity Articles, the Amenity 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 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 Amenity Association to federal income taxation at rates established for Amenity Associations engaged in business for profit unless the purposes of the Amenity Association set forth in Section 2.02 of these 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 Amenity Association is 9757 Westpoint Drive, Suite 600, Indianapolis, Indiana 46256.

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

Article 4 **Membership**

Section 4.01. No Members. The Amenity Association shall not have members.

Article 5
Directors

Section 5.01. Number of Directors. The initial Amenity Board shall consist of three (3) members. The number of members of the Amenity Board shall be specified from time to time in the Amenity By-Laws, but the minimum number shall be three (3) and the maximum number shall be as specified in the Amenity By-Laws.

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

Section 5.03. Appointment of Directors. As more fully set forth in the Amenity By-Laws, prior to the Amenity Applicable Date, (i) all of the members of the Amenity Board shall be appointed by Declarant in its discretion and (ii) the Amenity Declarant in its discretion may, at any time and for any reason, remove and replace members of, and fill vacancies occurring in the Amenity Board. After the Amenity Applicable Date, members of the Amenity Board shall be elected per the terms and provisions of the Amenity By-Laws.

Article 6
Incorporator

Section 6.01. Name and Address of Incorporator. The name and post office address of the incorporator is Rajai Zumot, 9757 Westpoint Drive, Suite 600, Indianapolis, Indiana 46256.

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

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

Section 7.02. Code of By-Laws. Subject to the provisions of Section 7.04, the Amenity Board shall have the power to make, alter, amend, or repeal the Amenity By-Laws in the manner specified in the Amenity By-Laws.

Section 7.03. Amendment of Articles of Amenity Association. Subject to the provisions of Section 7.04, the Amenity Board shall have the right to amend, alter, change or repeal any provisions contained in these Amenity Articles or in any amendment thereto in (i) any manner now or hereafter prescribed or permitted by the Act or any amendment thereto and/or (ii) in the same manner specified in the Amenity By-Laws for the amendment of the Amenity By-Laws; provided, however, such power of amendment does not authorize any amendment that would permit any part of the net earnings of the Amenity Association to inure to the benefit of any private individual or that would be in conflict with the provisions of the Amenity Declaration.

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

Article 8 **Dissolution**

Section 8.01. Dissolution. In the event of dissolution of the Amenity Association, assets remaining after payment of all debts of the Amenity Association shall be transferred by the Amenity Board to the City of Carmel, Indiana to be used for purposes similar to those for which this Amenity Association was organized. If such transfer is refused, then such assets shall be transferred by the Amenity 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 Amenity 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), or 501(c)(4) or the corresponding provisions of any subsequent federal tax laws. Any such assets not so transferred by the Amenity 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 Amenity Board, or any private individual, shall be entitled to share in the distribution of any of the assets of the Amenity Association on dissolution of the Amenity Association.

Article 9 **Conflicts**

Section 9.01. Conflicts. In the event of any conflicts between the Amenity Articles and the Amenity Declaration, the Amenity Declaration shall control.

Article 10 **Definitions**

Section 10.01 Terms from Declaration. The Amenity Overlay Declaration of Covenants and Restrictions of The Legacy, recorded with the Recorder of Hamilton County, Indiana as amended from time to time, shall hereafter be referred to as the "Amenity Declaration".. Capitalized terms used in these Amenity Articles and not defined above, shall, unless otherwise defined in Section 10.02 below or unless the context clearly requires otherwise, have the meaning given such terms in the Amenity Declaration.

Section 10.02. Meaning of Terms. The following terms, as used in these Amenity Articles shall mean the following:

"Act" means The Indiana Nonprofit Amenity Association 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.

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



Rajai Zumot