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SUE ANNE GILROY

ARTICLES OF INCORPORATION
OF
WEDGEWOOD PROPERTY OWNERS ASSOCIATION, INC.

The undersigned incorporator, desiring to form a homeowners' association (hereinafter referred to as the "Homeowners' Association") pursuant to the provisions of Indiana Code 23-17-1-1 et. seq., (hereinafter referred to as the "Act"), execute the following Articles of Incorporation:

ARTICLE I
Name and Statement

The name of the Homeowners' Association is Wedgewood Property Owners Association, Inc. This Homeowners' Association is a mutual benefit association.

ARTICLE II
Purposes and Powers

Section 2.1. Purposes. The purposes for which the Homeowners' Association is formed are:

(a) To maintain, repair, replace, administer, manage, and operate the property owned, leased, managed or used by the Homeowners' Association ("Property") and located within all Sections of Wedgewood.

(b) Solely in furtherance of the aforesaid purpose, to transact any and all lawful business for which non-profit associations may be incorporated under the Act.

Section 2.2. Non-profit Purposes. The Homeowners' Association is organized and operated exclusively for non-profit purposes and its activities shall be conducted in such manner that no part of its net earnings shall inure to the benefit of any Member, Director, or officer of the Association, or any other private person, except that the Association shall be authorized and empowered to pay reasonable compensation for service rendered and to make payments and distributions in furtherance of the purposes set forth in Section 2.1.

Section 2.3. Powers. Subject to any limitation or restriction imposed by the Act, any other law, or any other provisions of these Articles of Incorporation, the Homeowners' Association shall have the power:

(a) To do everything necessary, advisable or convenient for the accomplishment of any of the purposes hereinbefore set forth, or which shall at any time appear conducive to or expedient for the protection or benefit of the Homeowners' Association and to do all of the things incidental thereto or connected therewith which are not forbidden by law; and

(b) To have, exercise and enjoy in furtherance of the purposes hereinbefore set forth all the general rights, privileges and powers granted to Homeowners' Associations by the Act, as now existing or hereafter amended, and by the common law.

Section 2.4. Declarations. This Association is being formed in accordance with the Declaration of Covenants, Conditions and Restrictions of Wedgewood Subdivision ("Declarations") recorded as Instrument Nos. 93-190888 and 96-190888 in the Office of the Recorder of Marion County, Indiana, as may be amended from time to time. Defined terms contained herein shall have the same meaning as those set forth in the Declarations unless otherwise stated herein.

ARTICLE III
Period of Existence

The period during which the Homeowners' Association shall continue is perpetual.

ARTICLE IV
Registered Office and Registered Agent

The address of the Homeowners' Association's Registered Agent is 3905 Vincennes Road, Suite 505, Indianapolis, Indiana, 46268 and the Registered Agent at that office is Jeffrey M. Reasner.

ARTICLE V
Membership

Section 5.1. Membership. Each Owner of a Lot automatically upon becoming an Owner, shall be and become a member of the Association and shall remain a member of the Association so long as he or she owns the Lot.

Section 5.2. Classes of Membership and Vote. The Association shall have two (2) classes of membership, as follows:

(i) Class A Members. Class A members shall be all Owners other than Developer (unless Class B membership has been converted to Class A membership as provided in the following subparagraph (ii), in which event Developer shall then have a Class A membership). Each Class A member shall be entitled to one (1) vote for each Lot owned by Owner.

(ii) Class B Member. The Class B member shall be the Developer. The Class B member shall be entitled to one hundred thirty-two votes until it owns no lots in the subdivision. Class B membership shall cease and terminate and be converted to Class A membership upon the "Applicable Date" (as such term is hereinafter defined in paragraph 5.3).

Section 5.3. Applicable Date. As used herein, the term "Applicable Date" shall mean the date when the Developer owns no lots in the subdivision, January 1, 2000, or such date as determined by Developer, whichever comes first.

Section 5.4. Multiple or Entity Owners. Where more than one person or entity constitutes the Owner of a Lot, all such persons or entities shall be members of the Association, but the single vote in respect of such Lot shall be exercised as the persons or entities holding an interest in such Lot determine among themselves. In no event shall more than one person exercise a Lot's vote under Paragraph 5.2 (in the case of Class A membership). No Lot's vote shall be split.

Section 5.5. Voting Rights of Voting Members. Votes shall be exercisable in person or by proxy on each matter submitted to the membership for a vote at each meeting of the membership.

ARTICLE VI
Directors

Section 6.1. Number of Directors. The initial Board of Directors is composed of two (2) Members. If the exact number of Directors is not stated, the minimum number shall be two (2) and the maximum number shall be five (5); PROVIDED, however, that the exact number of Directors shall be prescribed from time to time in the By-Laws of the Homeowners' Association; AND PROVIDED FURTHER THAT UNDER NO CIRCUMSTANCES SHALL THE MINIMUM NUMBER BE LESS THAN TWO (2).

Section 6.2. Names and Post Office Addresses of the Director(s). The names and post office addresses of the initial Board of Directors of the Homeowners' Association are:

<u>Name</u>	<u>Address</u>
Jeffrey M. Reasner	3905 Vincennes Road, Suite 505 Indianapolis, IN 46268

Section 6.3. Classes. At such time as the Board of Directors consists of five (5) Members, the By-Laws of the Homeowners' Association may provide that the Directors be divided into two (2) or more classes whose terms expire at different times; provided that no term shall continue for longer than three (3) years.

ARTICLE VII
Incorporator

The name and post office address of the incorporator of the Homeowners' Association is:

<u>Name</u>	<u>Address</u>
Jeffrey M. Reasner	3905 Vincennes Road, Suite 505 Indianapolis, IN 46268

ARTICLE VIII
Provisions for Regulation of Business
and Conduct of Affairs of Homeowners' Association

Other provisions, consistent with the laws of this state, for the regulation and conduct of the affairs of the Homeowners' Association, and creating, defining, limiting or regulating the powers of the Homeowners' Association, the Directors or the Members are as follows:

Section 8.1. Place of Meetings. Meetings of the Members and meetings of the Board of Directors of the Homeowners' Association shall be held at such place within Marion County, Indiana, as shall be specified in the respective calls, notices or waivers of notice of such meetings given in accordance with the By-Laws of the Homeowners' Association.

Section 8.2. Indemnification.

(a) The Homeowners' Association shall indemnify any person as of right who is or was a Director, officer, or employee of this Homeowners' Association, or is or was serving as a Director, officer, or employee of another Homeowners' Association, partnership, or other enterprise at the request of the Homeowners' Association, against expenses (including attorneys' fees), judgments, fines, penalties, and amounts paid in settlement reasonably incurred by such person, to the fullest extent now or hereafter permitted by the Act, in connection with or resulting from any claim, action, suit, or proceeding (whether actual or threatened, civil, criminal, administrative, or investigative, or in connection with an appeal relating thereto), in which such person may be involved as a party or otherwise by reason of being or having been a Director, officer, or employee of the Homeowners' Association or of such other organization; provided, such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Homeowners' Association, and, with respect to any criminal action or proceeding, in a manner which he had no reasonable cause to believe was unlawful or had reasonable cause to believe the action was lawful. The termination of any claim, action, suit or proceeding by judgment, order, settlement (whether with or without court approval), conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Homeowners' Association, and, with respect to any criminal action, suit, or proceeding, in a manner which he had reasonable cause to believe was unlawful.

(b) Any Director, officer or employee of the Homeowners' Association who has been successful as a party on the merits or otherwise in his defense of any claim, action, suit, or proceeding referred to in the first sentence of Section 8.2(a) shall be indemnified as of right against expenses (including attorneys' fees) reasonably incurred by him in connection therewith (except to the extent covered by insurance).

(c) Except as provided in Section 8.2(b) above, any indemnification under Section 8.2(a) shall be made by the Homeowners' Association only upon a determination that indemnification of the particular Director, officer, or employee is proper in the circumstances because such person has met the applicable standards of conduct set forth in Section 8.2(a). Such determination shall be made (i) by the Board of Directors of the Homeowners' Association by a majority vote of a quorum consisting of Members of the Board of Directors who were not parties to such claim, action, suit, or proceeding, or (ii) if such a quorum is not obtainable or if so directed by a majority vote of a quorum consisting of Members of the Board of Directors who were not parties

to such claim, action, suit, or proceeding, by independent legal counsel (who may be regular counsel of the Homeowners' Association or other disinterested person(s), such counsel or person(s) being hereafter called the "referee") in a written opinion. The person claiming indemnification shall, if requested, appear before the referee and answer questions which the referee deems relevant and shall be given ample opportunity to present to the referee evidence upon which he relies for indemnification. The Homeowners' Association shall, at the request of the referee, make available facts, opinions or other evidence in any way relevant to the referee's findings which are within the possession or control of the Homeowners' Association.

(d) The indemnification provided by this Section 8.2 shall not be deemed exclusive of any other rights to which a Director, officer or employee may be entitled under any by-law, resolution, agreement, vote of the Members, or otherwise, and shall continue as to a person who has ceased to be a Director, officer, or employee of the Homeowners' Association, and shall inure to the benefit of the heirs, executors and administrators of such a person. The indemnification provided by this Section 8.2 shall be applicable to claims, actions, suits, or proceedings made or commenced after the adoption hereof, arising from acts or omissions to act occurring whether before or after the adoption hereof.

(e) This Homeowners' Association shall have power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Homeowners' Association, or who is or was serving at the request of the Homeowners' Association as a Director, officer, employee or agent of another Homeowners' Association, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by him in any such capacity, or arising out of his status as such, whether or not the Homeowners' Association would have the power to indemnify him against such liability under the provisions of this Section 8.2, together with expenses actually and reasonably incurred by him in connection with his defense thereof; provided that when and to the extent that the Homeowners' Association has purchased and maintained such insurance, it shall have no duty under this Section 8.2 to indemnify any such person to the extent such liability is covered by such insurance.

Section 8.3. Compensation of Employees. In order to carry out the purposes and activities of the Homeowners' Association, such individuals as are deemed necessary may be employed, and each such employee may be paid such compensation for services actually rendered in the course of such employment as may be fixed in the manner provided by the Board of Directors of the Homeowners' Association.

Section 8.4. By-Laws. The Board of Directors of the Homeowners' Association shall have the power to adopt and amend the by-laws of the Homeowners' Association, which may contain other provisions consistent with the laws of the State of Indiana, for the regulation and management of the affairs of the Homeowners' Association.

Section 8.5. Amendment of Articles. Amendment to the Articles of Incorporation shall require consent of at least 75% of the total vote of all the Members.

Section 8.6. Powers of Board of Directors. Subject to any limitation or restriction imposed by law or by these Articles of Incorporation, the Board of Directors of the Homeowners' Association is hereby authorized to exercise, in furtherance of the purposes of the Homeowners' Association, all the powers of the Homeowners' Association without authorization or approval of the members of the Homeowners' Association.

Section 8.7. Distribution of Assets on Dissolution. Upon the dissolution of the Association, the assets shall be distributed to the Members in accordance with their ownership interest in the Association.

ARTICLE IX Covenant For Assessments.

Section 9.1. Purpose of Assessments. The purpose of Regular and Special Assessments is to provide funds to maintain and improve the Common Areas and related facilities for the benefit of the Owners, and the same shall be levied for the following purposes: (i) to promote the health, safety and welfare of the residents occupying the Real Estate, (ii) for the improvement, maintenance and repair of the Common Areas, the improvements, lawn foliage and landscaping within and upon the Common Areas, any Landscape and Mounding Easement, Lake Easement, any Drainage Utility and Sewer Easement and the drainage system, and (iii) for the performance of the responsibilities specifically provided for herein. A portion of the Regular Assessment may be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of any capital improvements which the Association is required to maintain.

Section 9.2. Regular Assessments. The Board of Directors of the Association shall have the right, power and authority, without any vote of the members of the Association, to fix from time to time the Regular Assessment against each Lot at any amount.

(ii) Each Lot shall be assessed an equal amount for any Regular Assessment, excepting any proration for ownership during only a portion of the assessment period.

Section 9.3. Special Assessments. In addition to Regular Assessments, the Board of Directors of the Association may make Special Assessments against each Lot, for the purpose of defraying, in whole or in part, the cost of constructing, reconstructing, repairing or replacing any capital improvement which the Association is required to maintain or the cost of special maintenance and repairs or to recover any deficits (whether from operations or any other loss) which the Association may from time to time incur, but only with the assent of two-thirds (2/3) of the members of each class of members of the Association who cast votes in person or by proxy at a duly constituted meeting of the members of the Association called for such purpose.

Section 9.4. No Assessment Against Developer or Builders During the Development Period. Neither the Developer nor, except as otherwise provided in Paragraph 9.8 herein and Article IX of the Declarations, any builder nor any related entity shall be assessed any portion of any Regular or special Assessment during the Development Period.

Section 9.5. Date of Commencement of Regular or Special Assessments; Due dates. The Regular Assessment or Special Assessment, if any, shall commence as to each Lot on the first day of the first calendar month following the first conveyance of such Lot to an Owner who is not one of the persons named in Paragraph 9.4 above.

At closing the Owner shall pay an amount equal to one (1) year's Regular Assessment which shall be applied against the obligations set forth in Article IX.

The Board of Directors of the Association shall fix the amount of the Regular Assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the Regular

Assessment, any Special Assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to each Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors. The Board of Directors may provide for reasonable interest and late charges on past due installments of assessments.

Section 9.6. Failure of Owner to Pay Assessments.

(i) No Owner shall be exempt from paying Regular Assessments and Special Assessments due to such Owner's nonuse of the Common Areas or abandonment of the Lot belonging to such Owner. If any Owner shall fail, refuse or neglect to make any payment of any assessment (or periodic installment of an assessment, if applicable) when due, the lien for such assessment (as described in Paragraph 9.7 below) may be foreclosed by the Board of Directors of the Association for and on behalf of the Association as a mortgage on real property or as otherwise provided by law. Upon the failure of an Owner to make timely payments of any assessment when due, the Board of Directors of the Association may in its discretion accelerate the entire balance of any unpaid assessments and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. In any action to foreclose the lien for any assessment, the Owner and any occupant of the Lot shall be jointly and severally liable for the payment to the Association of reasonable rental for such Lot, and the Board of Directors shall be entitled to the appointment of a receiver for the purpose of preserving the Lot, and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid assessments. The Board of Directors of the Association, at its option, may in the alternative bring suit to recover a money judgment for any unpaid assessment without foreclosing or waiving the lien securing the same. In any action to recover an assessment, whether by foreclosure or otherwise, the Board of Directors of the Association, for and on behalf of the Association, shall be entitled to recover from the Owner of the respective Lot, costs and expenses of such action incurred (including but not limited to reasonable attorneys' fees) and interest from the date such assessments were due until paid.

(ii) Notwithstanding anything contained in this Paragraph 9.6 or elsewhere in this Declaration, any sale or transfer of a residence Unit or Lot to a Mortgagee pursuant to a foreclosure of its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid assessments (or periodic installments, if applicable) which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Lot, or the purchaser thereof, at such foreclosure sale, or the grantee in the event of conveyance in lieu thereof, from liability for any assessments (or periodic installments of such assessments, if applicable) thereafter becoming due or from the lien therefor.

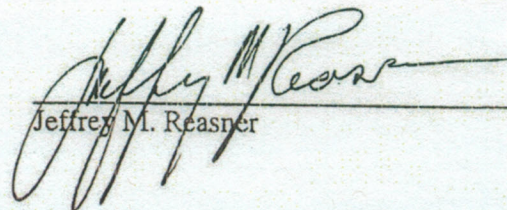
Section 9.7. Creation of Lien and Personal Obligation. Each Owner (other than the Developer or a builder during the Development Period) of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (i) regular assessments for Common Expenses ("Regular Assessments") and (ii) special assessments for capital improvements and operating deficits and for special maintenance and repairs ("Special Assessments"). Such assessments shall be established, shall commence upon such dates and shall be collected as herein provided. All such assessments, together with interest, costs of collection and reasonable attorneys' fees, shall be a continuing lien upon the Lot against which such assessment is made prior to all other liens except only (i) tax liens on any Lot in favor of any

unit of government or special taxing district and (ii) the lien of any first mortgage of record. Each such assessment, together with interest, costs of collection and reasonable attorneys' fees, shall also be the personal obligation of the Owner of the Lot at the time such assessment became due and payable. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. The personal obligation for delinquent assessments (as distinguished from the lien upon the Lot) shall not pass to such Owner's successors in title unless expressly assumed by them. The Association, upon request of a proposed Mortgagee or proposed purchaser having a contractual right to purchase a Lot, shall furnish to such Mortgagee or purchaser a statement setting forth the amount of any unpaid Regular or Special Assessments or other charges against the Lot. Such statement shall be binding upon the Association as of the date of such statement.

Section 9.8. Expense Incurred to Clear Drainage Utility and Sewer Easement Deemed a Special Assessment. As provided in Paragraph 1.7 of the Declarations, the Owner of any Lot subject to a Drainage Utility and Sewer Easement, including any builder, shall be required to keep the portion of said Drainage Utility and Sewer Easement on the Lot free from obstructions so that the storm water drainage will not be impeded and will not be changed or altered without a permit from the Department of Public Works or Department of Capital Asset Management and prior written approval of the Developer. Also, no structures or improvements, including without limitation decks, patios, fences, walkways or landscaping of any kind, shall be erected or maintained upon said easements, and any such structure or improvement so erected shall, at Developer's written request, be removed by the Owner at the Owner's sole cost and expense. If, within thirty (30) days after the date of Developer's written request, such Owner shall not have commenced and diligently and continuously effected the removal of any obstruction of storm water drainage or any prohibited structure or improvement, Developer may, on behalf of the Association, enter upon the Lot and cause such obstruction, structure or improvement to be removed so that the Drainage Utility and Sewer Easement is returned to its original designed condition. In such event, Developer, on behalf of the Association, shall be entitled to recover the full cost of such work from the offending Owner and such amount shall be deemed a Special Assessment against the Lot owned by such Owner which, if unpaid, shall constitute a lien against such Lot and may be collected by the Association pursuant to this Article IX in the same manner as any other Regular Assessment or Special Assessment may be collected.

The undersigned, being one or more persons, do hereby adopt these Articles of Incorporation.

IN WITNESS WHEREOF, I the undersigned do hereby execute these Articles of Incorporation and certify the truth of the facts herein stated, this 24 day of JUNE, 1997.



Jeffrey M. Reasner

STATE OF INDIANA)

COUNTY OF MARION

) SS:

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Before me, a Notary Public in and for said County and State, personally appeared Jeffrey M. Reasner, and acknowledged the execution of the foregoing Articles of Incorporation.

Witness my hand and Notarial Seal this 5th day of JULY, 1997.

My commission expires:

NOV. 25, 1997

D. Lynn Schill
(Signature)

D. LYNN SCHILL
(Printed)

, Notary Public

This instrument prepared by: Barbara A. Wolenty, Attorney at Law, ROBINSON & WOLENTY, 8888 Keystone Crossing, Suite 710, Indianapolis, Indiana 46240.

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