

# INDIANA SECRETARY OF STATE

## RECEIPT

Receipt Number : 1811713

Payment Entry Number : 727662

INDIANA SECRETARY OF STATE  
BUSINESS SERVICES DIVISION  
302 West Washington Street, Room E018  
Indianapolis, IN 46204  
(317) 232-6576

**BAKER & DANIELS**  
**300 N MERIDIAN ST STE 2700**  
**INDIANAPOLIS, IN 46204-1782**

Receipt Date: 12/13/2011  
Receipt Status: Closed

The following details your transaction(s) with the Secretary of State's Office :

**Payment Submitted:**

<u>Payor</u>	<u>Payment Type</u>	<u>Reference</u>	<u>Comment</u>	<u>Amount</u>
BAKER & DANIELS	Check/ MO	465198		\$30.00
			Total Amount :	<u>\$30.00</u>

**Transactions posted to this receipt:**

<u>Entity Name</u>	<u>Type of Filing</u>	<u>Amount</u>
THE VILLAGES AT BROOKSIDE HOMEOWNERS' ASSOCIATION, INC.	Non-Profit Domestic Corporation : Articles of Incorporation	\$30.00
		Total Amount : <u>\$30.00</u>

**State of Indiana  
Office of the Secretary of State**

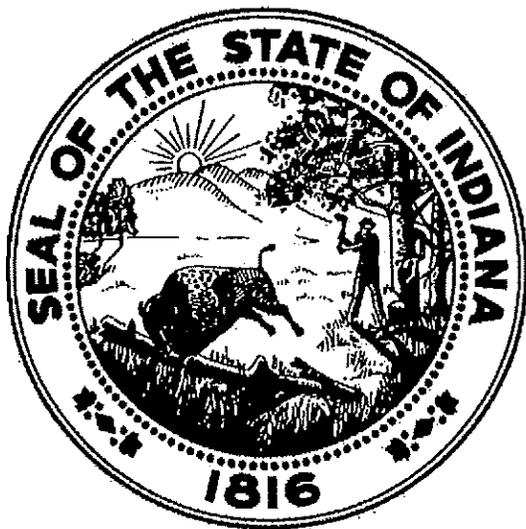
**CERTIFICATE OF INCORPORATION**

of

**THE VILLAGES AT BROOKSIDE HOMEOWNERS' ASSOCIATION, INC.**

I, CHARLES P. WHITE, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above Non-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, December 09, 2011.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, December 9, 2011.

A handwritten signature in black ink that reads "Charles P. White".

CHARLES P. WHITE,  
SECRETARY OF STATE

APPROVED  
AND  
FILED  
*Charles P. White*  
IND. SECRETARY OF STATE

ARTICLES OF INCORPORATION  
OF

THE VILLAGES AT BROOKSIDE HOMEOWNERS' ASSOCIATION, INC.

The undersigned Incorporator, desiring to form a corporation pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991, as amended ("Act"), hereby executes the following Articles of Incorporation:

ARTICLE 1

NAME

The name of the corporation is The Villages at Brookside Homeowners' Association, Inc., an Indiana non-profit corporation (hereinafter, the "Association").

ARTICLE 2

PERIOD OF EXISTENCE

The duration of the Association shall be perpetual.

ARTICLE 3

DEFINITION(S)

"Declarant" shall mean Grand Communities, Ltd., a Kentucky limited partnership, its successors and assigns. It is the original and initial developer, but it may designate, in writing, a successor developer.

ARTICLE 4

PURPOSE AND POWERS

The Association is formed for the purpose of being and functioning as the Homeowners Association with regard to the Property specifically described in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for The Villages at Brookside (as amended, the "Declaration"), made by the Declarant, recorded (or to be recorded) in the real

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CORPORATIONS DIV.  
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estate records in the Office of the Recorder of Hancock County, Indiana. Unless otherwise defined herein, each of the capitalized terms used herein shall have the same meaning as set forth in the Declaration. In addition, the specific purposes for which this Association is formed is to provide for the administrative governance, maintenance, preservation and architectural control of the Property and the buildings and improvements situated thereon under the terms of said Declaration, and to provide the health, safety and welfare of the Owners and Occupants of the Lots and to act in the same manner with regard to any other property which may hereafter be brought within the jurisdiction of this Association as part of the same plan. In implementation of these purposes, the Association may:

(1) 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, the Declaration and the Bylaws of The Villages at Brookside ("Bylaws");

(2) Fix, levy and collect all charges, assessments and/or fines made pursuant to the terms of the Declaration and Bylaws, enforce payment of such charges, assessments and/or fines by any lawful means, and pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association;

(3) 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 and subject to the terms of the Declaration and Bylaws;

(4) Borrow money, and in accordance with the terms of the Declaration and Bylaws, mortgage, pledge, deed in trust, or hypothecate any and all of its real or personal property as

security for money borrowed or debts incurred, all for the purposes of fulfilling the Association's responsibilities;

(5) Fix, administer, enforce, alter, amend, extend, waive, release, and terminate, in whole or in part, the terms, conditions, covenants, restrictions, and regulations upon, under, and subject to which any part or all of the Property may now or hereafter be used;

(6) Operate, maintain, repair, and replace the Association's Common Elements in accordance with the terms of the Declaration and Bylaws;

(7) Obtain, pay for, and maintain insurance to the extent provided in the Declaration and Bylaws;

(8) Do any other thing necessary, expedient, incidental, appropriate or convenient to carrying out any of the foregoing purposes which will promote the common benefit and enjoyment of the Owners or Occupants of the Lots, insofar as not prohibited by law, the Declaration, and the Bylaws; and

(9) Have and exercise any and all powers, rights and privileges which a corporation organized under the Act may now or hereafter have or exercise.

(10) The Association shall not take any action or enter into any transaction or agreement in any manner which would violate any provision of these Articles of Incorporation, the Declaration, or the Bylaws.

#### ARTICLE 5

#### **NON-PROFIT NATURE**

The Association is organized as a non-profit corporation pursuant to the Act and may elect to be covered by Section 528 of the Internal Revenue Code. No part of the net earnings of the Association shall inure (other than by acquiring, construction, or providing management, maintenance, and care of the Association's property, and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any private person, including, but not limited to, the members of the Board of Directors, and the Association's officers or members.

#### **ARTICLE 6**

##### **REGISTERED OFFICE AND REGISTERED AGENT; PRINCIPAL OFFICE**

The registered office of the Association shall be at 6602 E. 75th Street, Suite 400, Indianapolis, IN 46250 and the name of the Association's initial registered agent at that address is Richard Henderson. The principal office of the Association shall be located at 2670 Chancellor Drive, Suite #300, Crestview Hills, Kentucky 41017.

#### **ARTICLE 7**

##### **MEMBERS**

Every Lot Owner shall be a Member of the Association, and such membership shall be appurtenant to and may not be separated from ownership of any Lot. During the Control Period (as defined in the Declaration), the Association shall have Class A Members (being all Owners except Declarant) and a Class B Member (Declarant). At such time as the Class B Membership shall terminate, the Declarant, if it is then an Owner, shall become a Class A Member and continue as such so long as it shall remain an Owner. Class B Membership shall terminate upon the expiration of the Control Period.

#### **ARTICLE 8**

##### **VOTING RIGHTS**

Each Class A Member shall be entitled to one (1) vote for each Lot owned by such Class A Member; provided that any Class A Member (a) with respect to whom a notice of Default has been issued by the Board pursuant to the Declaration, or (b) who has had his right or privilege of use and enjoyment of the Common Elements suspended pursuant to the Declaration, shall not be entitled to vote during any period in which any such Default or suspension continues; and further provided that if a Lot shall be owned by more than one Owner, such Owners shall be deemed to constitute a single Class A Member as to such Lot for purposes of this Section.

The Class B Member shall have seven (7) votes for each Lot in which the Declarant holds the interest otherwise required for Class A Membership multiplied by the number of Dwelling Units located or proposed by the Declarant to be located on such Lot, provided, however, that each Class B Membership shall terminate upon the expiration of the Control Period. At such time as Class B Membership shall terminate, the Declarant which, for any Lot, holds an interest therein otherwise required by Class A Membership, shall be deemed a Class A Member with reference to such Lot or Lots and entitled to the voting and all other rights of such Class A Member.

Every person or entity who is a record owner of a fee or undivided fee simple interest in a Lot shall be a Member of the Association, and persons or entities who hold an interest merely as security for the performance of an obligation shall not be Members of the Association and shall not be entitled to vote. The Owner of record of the fee interest in the Lot as of the date reasonably set by the Board shall exercise the vote for the Lot. If more than one (1) person, group of persons, or entity is the record Owner of a fee interest in any Lot, then the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot owned by a Class A Member. Membership shall be

appurtenant to and shall not be separated from ownership of a Lot. Upon a Lot Owner's sale or other disposition of his or her ownership interest, the Lot Owner's membership shall terminate and the new Lot Owner shall automatically become a Member of the Association. Voting rights of Members shall be as set forth in the Declaration and Bylaws.

## ARTICLE 9

### **BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a Board of Directors, the number of which shall be set by the Bylaws and/or the Declaration. Until the third Annual Meeting, the initial Board of Directors shall consist of three (3) persons appointed by the Class B Member who shall serve until their respective successors are elected and qualified. Directors appointed by the Declarant need not be Members of the Association. However, a Director elected by Class A Members shall be a Lot Owner or a spouse of a Lot Owner, except that if a Lot Owner is a corporation, partnership, joint venturer, or other entity, the Lot Owner may elect as a Director an officer, partner, joint venturer, or like individual affiliated with this Lot Owner. The names and addresses of the initial Board of Directors is as follows:

Monica Bowles, President, 2670 Chancellor Drive, Suite #300, Crestview Hills, Kentucky 41017  
Jason Wright, Secretary, 2670 Chancellor Drive, Suite #300, Crestview Hills, Kentucky 41017  
Richard Henderson, Treasurer, 2670 Chancellor Drive, Suite #300, Crestview Hills, Kentucky 41017

At the third Annual Meeting, the Board of Directors shall expand from three (3) to five (5) Directors. At such meeting, the Class B Member shall appoint three (3) Directors for a three (3) year term. Thereafter, at each tri-annual meeting the Class B Member, until the Control Period Special Meeting (as defined in the Declaration), shall appoint three (3) Directors for a three (3) year term.

At the third Annual Meeting, the Class A Members shall elect two (2) Directors. One (1) of the Directors shall be elected for a three (3) year term and one (1) of the Directors shall be elected for a two (2) year term. At the expiration of the terms of such Directors, until such time as the Declarant shall transfer control of the Board to the Class A Members, the Class A Members shall, at the respective Annual Meeting, elect successor Directors for a three (3) year term.

At the Control Period Special Meeting, all Declarant appointed Directors shall be deemed removed from office and the Class A Members, including the Declarant if it is then an Owner, shall elect a Director to fill each vacancy on the Board. The terms of said elected Directors shall be from one (1) to three (3) years, so that in any one (1) year thereafter, the terms of no more than three (3) nor less than two (2) Directors shall expire. The three (3) Directors with the most votes shall be the Directors who shall serve the three-year term. Additionally, after the Control Period Special Meeting, all Directors, and their successors, shall be elected by Class A Members and shall be elected for a three (3) year term.

Notwithstanding anything above to the contrary, the Class B Member may, by written notice to the Board, at or before any Annual Meeting, relinquish to the Class A Members, the Class B Member's right to appoint one or more Directors at such Annual Meeting pursuant to this Article.

#### **ARTICLE 10**

#### **AMENDMENT BY BOARD**

These Articles of Incorporation may be amended for the purposes stated in this Article 10 by the vote of a majority of the Board of Directors. The Board, as a group, is hereby given the irrevocable proxy, coupled with an interest in each Lot necessary to support the proxy, to vote the vote of every Member of the Association and to amend, for the purposes stated in this Article

10. The Board may amend the Articles of Incorporation to correct mistakes; to clarify ambiguities; or to qualify the Association for favorable treatment under or to gain advantages under any laws, regulations and/or rulings, including but not limited to, corporate laws, tax laws and the rules and regulations of regulatory agencies and agencies involved in buying or insuring mortgages.

### **ARTICLE 11**

#### **DISSOLUTION**

In the event of the dissolution of the Association as provided in this Article, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Association, have all the assets distributed to each Lot Owner proportionately using the same method of determination as the Board uses to assess Base Assessments pursuant to the Declaration for each respective Lot. The type of distribution, including in kind or in cash, shall be in the discretion of the Board. The Association shall not be dissolved without the assent of at least three-fourths (3/4ths) of the total voting percentage of the Association. Notwithstanding any other provision of these Articles of Incorporation, this Article 11 cannot be amended without the assent of at least three-fourths (3/4ths) of the total voting percentage of the Association.

### **ARTICLE 12**

#### **DEFINITIONS**

All capitalized terms used herein that are not otherwise defined herein shall have the same meaning as set forth in the Declaration.

### **ARTICLE 13**

#### **INCORPORATOR**

The name and address of the incorporator is as follows:

Jim Wigger, 2670 Chancellor Drive, Suite #300, Crestview Hills, Kentucky 41017

Except as otherwise provided herein, these Articles of Incorporation may be amended by the affirmative vote of at least two-thirds (2/3rds) of the votes of the Lot Owners present at a meeting or represented by proxy held for such purpose at which a quorum is present.

**ARTICLE 15**

**DECLARANT CONSENT**

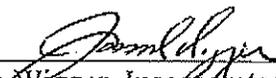
Notwithstanding anything herein to the contrary, these Articles of Incorporation may not be amended during the Control Period without the prior written consent of the Declarant, or any person or entity whom the Declarant has designated.

**ARTICLE 16**

**NOTICE AND QUORUM**

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

Signed this 7 day of Dec, 2011.

  
\_\_\_\_\_  
Jim Wigger, Incorporator