

**AMENDED**  
**ARTICLES OF INCORPORATION**  
**OF**  
**THE GRANDVIEW LOT OWNERS ASSOCIATION, INC.**

**ARTICLE I**

**NAME**

The name of the Corporation is The Grandview Lot Owners Association, Inc.

**ARTICLE II**

**DEFINITIONS**

The following definitions shall apply throughout these Articles unless otherwise stated:

“Corporation” shall mean and refer to The Grandview Lot Owners Association, Inc., a nonprofit corporation organized and existing under the laws of the State of Indiana.

“Declaration of Covenants” shall mean and refer to a certain Declaration of Covenants executed by The College Life Insurance Company of America, dated April 2, 1967, and thereafter recorded in the Office of the Recorder of Bartholomew County, Indiana, on July 7, 1967, in Miscellaneous Record 35 at pages 324-347.

“Lot” shall mean and refer to any platted lake front lot on Grandview Lake located in Bartholomew County, Indiana, most recently placed of record.

“Owner” and “Lot Owner” shall mean the record owner (other than The College Life Insurance Company of America) of any Lot subject to the provisions of the Declaration of Covenants but shall not mean or refer to any mortgagee, unless such mortgagee has acquired title to a Lot through foreclosure or otherwise.

“Recreation Area(s)” shall mean and refer to any recreational or other facility including land, buildings, structures, personal properties incident thereto, and any other properties owned and maintained by the Corporation for the common benefit and enjoyment of its members.

“Board” shall mean and refer to the Board of Directors of the Corporation.

“Directors” shall mean and refer to members of the Board of Directors of the

Corporation.

### **ARTICLE III**

#### **PURPOSES AND POWERS**

Section 1. Type of Corporation. This is a mutual benefit corporation.

Section 2. Purposes and Powers. The Corporation has been organized for the following purposes:

To promote the health, safety, and welfare of its members, and for this purpose to:

A. Except as otherwise stated herein, own, hold, acquire, lease, and sub-lease real estate and personal property of all kinds (tangible and intangible) and to improve the same in order to provide recreational and other facilities on Grandview Lake including, but without limitation, a marina with and from which to launch boats, swimming beach, picnic area, putting greens, archery ranges, playgrounds, and club houses;

B. Borrow money in order to provide funds with which to accomplish the foregoing purposes and to mortgage any property owned by the Corporation or to mortgage the leasehold interest of any property leased by the Corporation;

C. Fix dues and assessments to be levied against and paid by its members;

D. Enforce any and all covenants, restrictions, and agreements applicable to the Corporation or any land upon which it may have a lien for dues and assessments;

E. Except as otherwise provided in these Articles or in the By-Laws, to adopt and publish rules and regulations governing, regulating, and restricting, the use of Recreation Ares(s) and the personal conduct of the members and their guests thereon and also to regulate, govern, and restrict the use of boats, motors, and water safety on Grandview Lake.

F. Insofar as permitted by law, to do any other things that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of its members and the residents of Grandview Lake.

To have, possess, and exercise any and all of the rights, privileges, and powers now or hereafter conferred by the laws of the State of Indiana upon corporations organized under The Indiana General Not for Profit Corporation Act of 1991 (Indiana Code 23-17-1-1 et seq.) and acts mandatory thereof or supplemental thereto or otherwise available to Corporation so organized.

The foregoing shall be construed to constitute powers as well as purposes of the Corporation, and the enumeration of particular powers shall not be deemed a limitation upon or exclusion of other powers not particularly expresses or stated, which other powers are properly

within the general scope of the purpose of this Corporation, or incidental thereto, or are convenient or appropriate to the accomplishment of such purposes.

Section 3. The following provisions shall also be applicable to the exercise of the purposes and powers of the Corporation:

A. The Grandview Lot Owners Association, Inc. (“Corporation”) purchased certain land surrounding Grandview Lake in Bartholomew County, Indiana described as follows:

Lot Numbered One(1) in Grandview Area Administrative Subdivision recorded June 30, 1988 in Plat Book O at page 100 in the Office of the Recorder of Bartholomew County, Indiana, hereinafter referred to as “Grandview Land.”

B. The Grandview Land was purchased on July 6, 1988, in order to keep and enhance the natural beauty of the land as a recreational and scenic resource for the owners of lots fronting on Grandview Lake.

C. The following objectives should be kept in mind by the Board of Directors of the Corporation and by members of the Corporation when dealing with and making decisions concerning the Grandview Land in the future:

1. Keep and enhance the natural beauty of the land;
2. Encourage reasonable use of the land for hiking, cross country skiing, and nature study;
3. Discourage use of this land by motorized vehicles;
4. Encourage fire control and prevention to protect the lake watershed and the homes of the Lot Owners; and
5. Prevent exploitation of the economic potential of the land’s timber and other natural resources.
6. Encourage use of the land for erosion and siltation control to maintain the water quality of Grandview Lake.

D. The future administration of the Grandview Land shall be as determined by the Board of Directors of the Corporation in accordance with its power and authority under the By-Laws, State law, or any other rule and regulation, except as follows:

1. There shall be no sale or development (as that term is defined herein) of any portion of the Grandview Land without the prior approval of the owners of two-thirds (2/3) of the owners of all of the lots fronting on Grandview Lake, except as stated herein. Notwithstanding the above and foregoing, the Grandview Land or any portion thereof, may be sold or developed by the

Board of Directors of the Corporation without the prior approval of such owners for purposes of the use and/or ownership of such land, or any part thereof, or interest therein, by any public or private utility, governmental entity or agency, and/or for road or highway purposes. "Development" of any portion of the Grandview Land as that term is used herein shall include the utilization of said land for residential, timbering, mining, or business uses, but shall not include any improvements to the Grandview Land made by the Corporation and use of such improvements by the Corporation and its members and their families and guests, or improvements by any public or private utility, or by any governmental entity or agency, and their use thereof.

The above and foregoing provisions of this Paragraph D.1. may be amended or changed by the approval of two-thirds (2/3) of the owners of all of the lots fronting on Grandview Lake.

2. Use of the Grandview Land may be restricted or regulated by the Board of Directors of the Corporation in any manner not inconsistent with any restrictions or regulations on such use as adopted or approved by the owners of a majority of all the lots fronting on Grandview Lake, except as otherwise stated herein.
3. The following activities on the Grandview Land are not allowed, and these activities may not be authorized by the Board of Directors of the Corporation:
  - a. Recreational use of motorized vehicles
  - b. Campfires
  - c. Burning of leaves or trash
  - d. Bumping of any materials in any area other than those approved by the Board of Directors for compost and/or for erosion control.
4. The following activities on the Grandview Land are not allowed without the prior written approval of the Board of Directors of the Corporation, or of its nominee or agent:
  - a. Hunting and use of firearms
  - b. Destruction or removal of materials such as tree cutting or rock removal
  - c. Transplanting or removal of trees or other vegetation
  - d. Pruning or cutting of trees
  - e. Use of any area for parking vehicles, for placement or storage of any structure or property, or for the location or placement of a satellite dish or antenna.

E. Whenever approval of the owners of lots fronting on Grandview Lake is or may be required or sought as hereinabove provided, the owners of each of such lots shall be entitled to one (1) vote. If more than one person and/or entity owns an ownership interest or interests in any one (1) lot, then the vote for such lot interest or interests in any one (1) lot, then the vote for such lot shall be exercised as a majority of them among themselves determine, but in no event shall more than one (1) vote be cast for any one (1) lot. As used in Article III, Section 3, the terms "owner" or "owners" shall mean and refer to the record owner or owners of fee simple title to any lot as shown by the public records.

Section 4. The Corporation shall have power to borrow money and to mortgage its real estate or any leasehold interest it owns in real estate for the purpose of making improvements thereon or for any other lawful corporate purpose; provided that any such loan or mortgage shall have the assent of three-fifths (3/5) of the members voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting. Said written notice shall be mailed to the members at their last known address.

#### **ARTICLE IV**

##### **PERIOD OF EXISTENCE**

The period during which the Corporation shall continue is perpetual.

#### **ARTICLE V**

##### **EFFECTIVE DATE**

The effective date of these Articles shall be January 1, 1993.

#### **ARTICLE VI**

##### **RESIDENT AGENT AND REGISTERED OFFICE**

Section 1. Resident Agent. The name and address of the Resident Agent in charge of the Corporation's principal office is: Judith A. Cox, P.O. Box 649, Columbus, IN 47202-0649

The name and address of the Resident Agent in charge of the Corporation's principal office is: Lake Manager, 5150 S 650 W, Columbus, IN 47201-8813.

Change made: September 4, 2015

Section 2. Registered Office. The post office address of the principal office of the Corporation is: P.O. Box 649, Columbus, Indiana 47202-0649.

The post office address of the principal office of the Corporation is:  
5150 S 650 W, Columbus, IN 47201-8813.

Change made: September 4, 2015

## **ARTICLE VII**

### **MEMBERSHIP**

Section 1. Membership. Every person or entity, other than The College Life Insurance Company of America, who is the record owner of the fee simple title to any lot on Grandview Lake now or hereafter made subject to a certain Declaration of Covenants (providing for automatic membership in this Corporation by the owners of lots subject thereto, and for dues and assessments thereon) executed by The College Life Insurance Company of America, Declarant, and dated April 2, 1967, and recorded (or to be recorded) in the Office of the Recorder of Bartholomew County, Indiana, shall be a member of the Corporation; provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member. Such membership shall be evidenced by a certificate of membership issued by the Corporation. Meetings of the members of the Corporation shall be held at such place, within the State of Indiana, as may be specified in the respective notices, or waivers of notice, thereof.

Currently the membership is evidenced by an up-to-date list that is kept current in an Access file at the Grandview Lot Owners Association, Inc. office.

Change made: September 4, 2015

Section 2. Voting Rights. The Corporation shall have one class of membership. All members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article VII, Section 1. If more than one person holds such interest or interests in any lot, all such persons shall be members and the vote for such lot shall be exercised as a majority of them among themselves determine, but in an event shall more than one vote be cast with respect to any such lot. Voting rights may be exercised in person or by proxy.

Section 3. Dues and Assessments. The rights of membership are subject to the payment of dues and assessments levied by the Corporation. The obligations to pay such dues and assessments is imposed against each Owner and if unpaid may become a lien upon the Lot owned by such Owner as provided by Article IV of the Declaration of Covenants. The membership rights of any member may be suspended by action of the Directors during the period when any dues or assessments remain unpaid; but, upon payment of such dues or assessments, his rights and privileges shall be automatically restored.



Section 4.     Right to Use Recreation Area(s).     Each member’s use and enjoyment of the Recreation Area(s) shall be subject to any and all regulations and restrictions as heretofore or hereafter adopted by the membership of the Corporation and/or by the Board of Directors of the Corporation, except as otherwise provided in the Articles of Incorporation or By-Laws. If the members and/or the Directors have adopted and published rules and regulations governing the use of Recreation Areas and the personal conduct of any person thereon or the use of boats and motors and water safety on Grandview Lake, they may, in their discretion, suspend the rights of any person to use the Recreation Area(s) and/or to use Grandview Lake due to a violation of such rules and regulations for a period up to but not to exceed six (6) months during a period of times as established by the Board of Directors.

## **ARTICLE VIII**

### **BOARD OF DIRECTORS**

Section 1.     Number of Directors.     The Board of Directors is composed of nine (9) members.

Section 2.     Composition and Term.     Directors shall be members of the Corporation, who are elected by the members as the Annual Meetings of the members. Elected Directors shall serve staggered three (3) year terms so that the terms of three (3) Directors expire each year.

Section 3.     Method of Nomination.     Candidates for directorships must file with the Board a petition of candidacy signed by the candidate at least forty-five (45) days prior to the Annual Meeting. Additional nominations of candidates for election to the Board of Directors may be made by the Board, which shall make as many nominations for election to the Board as it shall in its discretion determine. Such nominations may include persons who have not filed a petition for candidacy with the Board at least forty-five (45) days prior to the Annual Meeting. All candidates for directorships must be members of the Corporation. The Board shall provide all members with a proxy containing the names of all bona fide candidates with the Notice of the Annual Meeting.

Section 4.     Method of Election.     Election of the members of the Board of Directors shall be by written ballot at the Annual Meeting. The members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation or By-Laws. Cumulative voting is not permitted. Those persons receiving the largest number of votes shall be elected.

Section 5.     Resignation and Removal.     The unexcused absence of an Elected Director from two (2) consecutive regular meetings of the Board shall be deemed a resignation. A Director may resign by giving notice to the Secretary.

Section 6.     Vacancies.     In the event of the death, resignation, or removal of a



Director, his successor shall be appointed by the remaining Directors, and shall service for the unexpired term of his predecessor.

## ARTICLE IX

### PROVISIONS FOR REGULATION AND

### CONDUCT OF THE AFFAIRS OF THE CORPORATION

Section 1. Except as authorized by Indiana Code 23-17-21-2 or other applicable law, the Corporation may not directly or indirectly transfer money or other property or incur or transfer indebtedness by the Corporation to or for the benefit of an individual or entity; however, the Corporation may pay the reasonable value for property received or services performed or payment of reasonable benefits in furtherance of the Corporation's purposes.

Section 2. Code of By-Laws. The By-Laws of the Corporation may be amended at a regular or special meeting of the members by a vote of three-fifths (3/5) of the members present in person or by proxy, provided that those provisions of the By-Laws which are governed by the Articles of Incorporation of this Corporation may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the Declaration of Covenants may not be amended except as provided in such Declaration of Covenants.

Section 3. Mergers and Consolidations. To the extent permitted by law, the Corporation may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of three-fifths (3/5) of the members voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting. Said written notice shall be mailed to the members at their last known address.

Section 4. Mortgages. The Corporation shall have power to borrow money and to mortgage its real estate or any leasehold interest it owns in real estate provided that any such loan or mortgage shall have the assent of three-fifths (3/5) of the members voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting. Said written notice shall be mailed to the members at their last known address.

Section 5. Quorum for Any Action Governed by Article VIII, Section 4. and Article IX, Sections 3. and 4. of these Articles. The quorum required for any action governed by Article VIII, Section 4., and Article IX, Sections 3. and 4. of these Articles shall be as follows:

At the first meeting duly called as provided therein, the presence of members, or of proxies, entitled to cast three-fifths (3/5) of all of the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in said Articles, and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following such preceding meeting.

Section 6. Dissolution. The Corporation may be dissolved in accordance with Indiana law and with the assent given in writing and signed by three-fifths (3/5) of the membership in person or by proxy. Written notice of a proposal to dissolve, setting forth the reasons therefor and the disposition to be made of the assets shall be given to every member at least ninety (90) days in advance of any action taken. Said written notice shall be mailed to the members at their last known address.

Section 7. Amendments. These Articles may be amended in accordance with the law, provided that the voting and quorum requirements specified for any action under any provision of these Articles shall apply also to any amendment of such provision, and provided further that no amendment of Article VII, Sections 1. and 2. (membership and voting rights) shall be effective except as provided in the Declaration of Covenants. The provisions of Article VII, Sections 1. and 2. have been incorporated into the Declaration of Covenants and are part of the property interests created thereby.

**Amended by vote of the members of the Grandview Lot Owners Association, Inc. by special meeting September 27, 2003 and approved by the State of Indiana, Office of Secretary of State on October 20, 2003.**

This instrument prepared by James K. Voelz, Attorney at Law, 427 Washington Street, P.O. Box 544, Columbus, Indiana 47202-0544.