

**AMENDED AND RESTATED**  
**ARTICLES OF INCORPORATION**

**OF**

**THE GRANDVIEW LOT OWNERS ASSOCIATION, INC.**

The undersigned officers of The Grandview Lot Owners Association, Inc., a corporation originally established pursuant to the Indiana Not-For-Profit Corporation Act (“Nonprofit Act”), now codified at Ind. Code 23-17-1-1 et seq., as amended from time to time, hereby give notice of this Amended and Restated Articles of Incorporation of The Grandview Lot Owners Association, Inc. The Association and all Owners are subject to and governed by the terms and conditions of a certain “Combined and Restated Covenants and Restrictions for Grandview Lake,” which was approved by the Owners of the Association pursuant to Indiana Code 32-21-2-3.5, and which was recorded on November 26, 2014 in the Office of the Recorder of Bartholomew County, Indiana, as **Instrument No. 201400011116**, as amended from time to time (the Combined and Restated Covenants and Restrictions, together with all amendments thereto, collectively referred to as the “Declaration of Covenants”). All of the covenants, rights, restrictions, and liabilities contained in the Declaration of Covenants, as may be amended from time to time, shall apply to and govern the interpretation of this Amended and Restated Articles of Incorporation and the Association’s Code of By-Laws (“By-Laws”).

**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:

“Assessment” shall mean the share of the Association’s common expenses imposed upon the Owner of each Lot, as determined and levied pursuant to the provisions herein, and the provisions of the Declaration of Covenants and By-Laws, including, but not limited to, annual maintenance assessments, sewer assessments, major repair contributions, and other expenses billed by the Association.

“Association” or “Corporation,” as may be used interchangeably herein, 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.

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

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

“Good Standing” means Owners who are no more than thirty (30) days delinquent on the payment to the Association of any Assessment or Special Assessment and who are not in violation of any restriction set forth in the Declaration of Covenants, these Articles, the By-Laws, or the rules, regulations, or guidelines adopted by the Board or the Members.

“Grandview Land” shall mean that certain land surrounding Grandview Lake in Bartholomew County, Indiana, purchased by the Corporation in 1988, and described as 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.

“Lot” shall mean and refer to any parcel of land identified as a lot on the recorded Plats for the Grandview Lake Subdivision recorded in the Office of the Bartholomew County, Indiana Recorder.

“Member” means an Owner who is a member of the Association.

“Owner” and “Lot Owner” shall mean a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns the fee simple title to a Lot, but shall not mean or refer to any mortgagee, unless such mortgagee has acquired title to a Lot through foreclosure or otherwise.

“Plat” shall mean the subdivision plats of Grandview Lake Subdivision, which are recorded with the Bartholomew County Recorder.

“Recreation Areas” shall mean and refer to any recreational or other facility, including, but not limited to, land, buildings, structures, Grandview Lake, personal properties incident thereto, Grandview Land, and any other properties owned and maintained by the Corporation for the common benefit and enjoyment of its Members.

### ARTICLE III

#### PURPOSES AND POWERS

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

Section 2.     Purposes. The purposes for which the Association is formed are to provide for the maintenance, repair, upkeep, replacement, administration, operation, governance and management of the Recreation Areas and such other portions of the Grandview Lake Subdivision as designated in the Declaration of Covenants, Plats, and By-Laws, to pay any other necessary expenses and costs in connection with the same in accordance with the Declaration of Covenants and By-Laws, and to perform such other functions as may be designated to it.

Section 3.     Powers. Subject to any limitation or restriction imposed by the Nonprofit Act, any other law, the Declaration of Covenants, or any other provision of these Articles of

Incorporation, the Association shall have the power 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 and around Grandview Lake including, but without limitation, a marina with and from which to launch boats, a swimming beach, picnic area, putting greens, archery ranges, playgrounds, club houses, and Grandview Land;

B. 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 be approved by three-fifths (3/5) of the votes cast by Members who are voting in person or by proxy at a meeting of the Association at which quorum is represented, or by written ballots pursuant to Indiana Code 23-17-10-8;

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 or 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 Lots and the Recreation Areas, including, but not limited to, Grandview Lake and Grandview Land, and the personal conduct of 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, will promote the common benefit and enjoyment of Members and the residents of Grandview Lake;

G. 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 Nonprofit Act or otherwise available to a Corporation so organized;

H. Make and amend By-Laws not inconsistent with the Association's Articles of Incorporation, the Nonprofit Act, the Declaration, or with Indiana law for managing the affairs of the Association;

I. Elect directors, elect and appoint officers, and appoint employees and agents of the Association, and define the duties thereof; and

J. Purchase and maintain insurance on behalf of any individual who is or was a director, an officer, an employee, or an agent of the Association against any liability asserted against or incurred by the individual in that capacity or arising from the individual's status as a director, an officer, an employee, or an agent.

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 expressed 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 4.     Grandview Land. The following provisions shall also be applicable to the exercise of the purposes and powers of the Corporation:

A.     The following objectives should be kept in mind by the Board and by Members when dealing with and making decisions concerning the Grandview Land in the future:

1.     Keep and enhance the natural beauty of the land as a recreational and scenic resource for the Owners;
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 Owners;
5.     Prevent exploitation of the economic potential of the land's timber and other natural resources; and
6.     Encourage use of the land for erosion and siltation control to maintain the water quality of Grandview Lake.

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

1.     There shall be no sale or Development of any portion of the Grandview Land without the prior approval of the Owners representing two-thirds (2/3) of the Lots, except as stated herein. Notwithstanding the above and foregoing, the Grandview Land or any portion thereof, may be sold or developed by the Board 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" for the purpose of this Section B(1) 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 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 Section B(1) may only be amended or changed upon the approval of Owners representing two-thirds (2/3) of the Lots.

2. Use of Grandview Land may be restricted or regulated by the Board in any manner not inconsistent with the Declaration of Covenants, the By-Laws, any other provisions of these Articles of Incorporation, the Nonprofit Act, or Indiana law.
3. The following activities on the Grandview Land are not allowed, and these activities may not be authorized by the Board:
  - a. Recreational use of motorized vehicles;
  - b. Campfires;
  - c. Burning of leaves or trash; and
  - d. Dumping of any materials in any area other than those approved by the Board 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, 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; and
  - 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.

#### **ARTICLE IV**

#### **PERIOD OF EXISTENCE**

The period during which the Corporation shall continue is perpetual.

**ARTICLE V**

**REGISTERED AGENT AND REGISTERED OFFICE**

Section 1.     Registered Agent. The name and post office address of the Association's Registered Agent for service of process is Gregory A. Chandler, Eads Murray & Pugh, 9515 East 59<sup>th</sup> St., Suite B, Indianapolis, IN 46216, subject to change by the Association's Board of Directors.

Section 2.     Registered Office. The post office address of the principal office of the Association shall be as designated from time to time by the Board and shall be on file with the Indiana Secretary of State's Office.

By checking this box, the Signator represents that the Registered Agent named in these Articles of Incorporation has consented to the appointment of Registered Agent.

**ARTICLE VI**

**BOARD OF DIRECTORS**

Section 1.     Board. The Association shall be governed by a Board of Directors, elected by the Owners pursuant to the By-Laws. The number of Directors and terms of Directors shall be set forth in the By-Laws.

**ARTICLE VII**

**PROVISIONS FOR REGULATION AND  
CONDUCT OF THE AFFAIRS OF THE CORPORATION**

Section 1.     No Private Benefit. Except as authorized by the Nonprofit Act or other applicable law, no money or property received or held by the Association shall ever inure, directly or indirectly, to the private benefit of any Member, Officer, or Director of the Association or to any other person except for reasonable compensation for services actually rendered or property actually transferred to the Association.

Section 2.     Code of By-Laws. The By-Laws may be amended as set forth in the By-Laws. Said By-Laws may contain other provisions consistent with the laws of the State of Indiana, for the regulation and management of the affairs of the Association.

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 be approved by the Owners representing three-fifths (3/5) of the Lots.

Section 4.     Dissolution. The Corporation may be dissolved in accordance with Indiana law and with the assent given in writing and signed by Owners representing three-fifths (3/5) of all Lots. Written notice of a proposal to dissolve, setting forth the reasons therefor and

the disposition to be made of the assets of the Corporation, shall be given to every Member at least ninety (90) days in advance of any action taken. Said written notice shall be mailed or delivered to the Members at their last known address.

Section 5.     Amendments. Unless otherwise required by the Nonprofit Act, these Articles of Incorporation may be amended at any time upon the approval of Owners representing sixty percent (60%) of the Lots who are in Good Standing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

**IN WITNESS WHEREOF**, I, the undersigned, do hereby execute these Amended and Restated Articles of Incorporation and certify the truth of the facts herein stated, this 7<sup>th</sup> day of November, 2022.

Margaret L. Powers  
Signature

Margaret L. Powers  
Printed

GLOA Board President  
Title

**I affirm under penalties for perjury that the above statements are true and correct to the best of my knowledge and belief.**

Margaret L. Powers  
Signature

This instrument prepared by, and should be returned to, Gregory A. Chandler, Esq., Eads Murray & Pugh, P.C., 9515 E. 59<sup>th</sup> Street, Suite B, Indianapolis, IN 46216. (317) 536-2565.