

ARTICLES OF INCORPORATION

OF

THE LIBERTY CREEK NORTH ASSOCIATION, INC

In compliance with the requirements of the Not for Profit Corporation Act of 1971, the undersigned, all of whom are residents of the State of Indiana and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is the Liberty Creek North Association, Inc., hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at 6025 Lafayette Road, Indianapolis, Indiana 46254.

ARTICLE III

David C. McKinney, whose address is 6025 Lafayette Road, Indianapolis, Indiana 46254, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property located in Indianapolis, County of Marion, State of Indiana which is

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particularly described in Exhibit "A" attached hereto and made part hereof, and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for the purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Recorder, County of Marion, State of Indiana, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all

of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members,

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Indiana by law may now or hereafter have or exercise.

#### ARTICLE V

#### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership

of any Lot which is subject to assessment by the Association.

#### ARTICLE VI

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on December 31, 1997.

#### ARTICLE VII

##### BOARD OF DIRECTORS

The affairs of this Association shall be managed by the Board of five (5) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the

selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
David C. McKinney	6025 Lafayette Road, Indpls., IN 46254
Deborah Denman	6025 Lafayette Road, Indpls., IN 46254
Karen Zink Bell	6025 Lafayette Road, Indpls., IN 46254
Frank Denman	1385 Countryside Lane, Indpls., IN 46231
Doris McKinney	64691 State Road 23, North Liberty, IN 46554

At the first annual meeting the members shall elect two directors for a term of one year, two directors for a term of two years and one director for a term of three years; and at each of the first two of three annual meetings thereafter the members shall elect two directors for a term of three years and every third year thereafter the members shall elect the director for a term of three years.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE VIII- A

INCORPORATORS

The names and post office addresses of the incorporators of the corporation are: David C. McKinney, 6025 Lafayette Road, Indpls, IN 46254/

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

ARTICLE XI

STATEMENT OF PROPERTY (If any)

Not Applicable

ARTICLE XII

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Indiana, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 26th day of June, 1987.

David C. M. King

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me a Notary Public in the State of Indiana and a resident of  
HAMILTON County, personally appeared AMERICAN Community Develop. Corp.  
by DAVID C. Mc Kinney, its PRESIDENT  
who acknowledged the execution of the foregoing Articles of Incorporation  
of the Liberty Creek North Association, Inc.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal on this  
26<sup>th</sup> day of JUNE, 1987.

My Commission Expires:

MARCH 24, 1991

Loren K. Zink Bell  
Notary Public (Signature)

My County of Residence:

HAMILTON

Loren K. Zink Bell  
(Printed)

Exhibit "A"

LEGAL DESCRIPTION

Part of the Northwest Quarter and a part of the Northeast Quarter of Section 1, Township 16 North, Range 2 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows:

Beginning at a point at the southwest corner of said Northwest Quarter Section, thence North  $00^{\circ}52'30''$  West on and along the West line (centerline of North High School Road as now exists) of said Northwest Quarter Section for a distance of 841.50 feet to the point of beginning of this Legal Description; thence continuing North  $00^{\circ}52'30''$  West along the said West line a distance of 437.00 feet; thence North  $39^{\circ}20'11''$  East parallel to the South line of said Northwest Quarter Section for a distance of 528.00 feet; thence North  $00^{\circ}52'30''$  West parallel to said West line for a distance of 499 feet; thence South  $89^{\circ}20'11''$  West parallel to said South line for a distance of 328.00 feet to a point in said West line; thence North  $00^{\circ}52'30''$  West on and along said West line for a distance of 8.50 feet to a point; thence South  $89^{\circ}21'10''$  East for a distance of 60.13 feet to a point; thence deflecting left on and along a curve whose length is 822.17 feet-radius is 656.20 feet-chord is 769.18 feet, the bearing of said chord being North  $36^{\circ}20'24''$  East to the southwest corner of an existing Indiana State Highway Monument; thence North  $76^{\circ}19'58''$  East for a distance of 195.82 feet to a nail in an existing State Highway R/W stake; thence North  $89^{\circ}01'16''$  East for a distance of 215.10 feet to the Southeast corner of an Indiana State Highway Monument; thence North  $70^{\circ}11'47''$  West for a distance of 77.45 feet to the Southwest corner of an existing Indiana State Highway Monument; thence North  $0^{\circ}21'37''$  West for a distance of 19.69 feet to a point in the North line of said Northwest Quarter Section, said point also being on the centerline of 62nd Street; thence North  $89^{\circ}05'08''$  East on and along said North line for a distance of 3647.76 feet more or less, to a point on the centerline of now Moller Road; said centerline being the East line of the West half of the East half of the Northeast Quarter of Section 1, Township 16 North, Range 2 East; thence South on and along said centerline a measured distance of 2497.16 feet to a point on the South line of said quarter section; thence West on and along said South line a distance of 2151.50 feet to a point; thence North parallel to the West line of the Northwest Quarter of said section a distance of 841.5 feet to a point; thence South  $89^{\circ}20'11''$  West parallel to said South line a distance of 2487.47 feet to the point of beginning. Containing 205.82 acres, more or less.

Subject to a certain easement issued to the Indianapolis Power and Light Company over a portion of this real estate which said easement is dated October 19, 1959 and recorded in Town Lot Record 1782 at page 337 in the Office of the Recorder of Marion County, Indiana.

Subject, also, to all legal liens and encumbrances and highways and rights of way of record.

Prepared by:

Frank S. Allig, Registered Land Surveyor  
Number 9795 - Indiana

June 22, 1973



LIBERTY CREEK ASSOCIATION, INC.  
6025 LAFAYETTE ROAD  
INDIANAPOLIS, INDIANA 46254  
(317) 298-8824

Liberty Creek North Association, Inc. (Proposed)  
6025 Lafayette Road  
Indianapolis, Indiana 46254

Dear Sirs:

This is to authorize the principals of the proposed Liberty Creek North Association, Inc. to use the Name - Liberty Creek North Association, Inc. and to indicate that we release the proposed corporation and its principals from any claims we may have against them for the use of such name.

Sincerely,

LIBERTY CREEK ASSOCIATION, INC.

*D. C. MCK*  
David C. McKinney  
President

cc: Secretary of State

COPY

STATE OF INDIANA  
OFFICE OF THE SECRETARY OF STATE  
MICROFILMED

To Whom These Presents Come, Greeting:

CERTIFICATE OF INCORPORATION

THE LIBERTY CREEK NORTH ASSOCIATION, INC.

EVAN BAYH

I, ~~EDWIN L. SIMCOX~~ Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above not-for-profit corporation, in the form prescribed by this Office, prepared and signed in duplicate by the Incorporator(s) and acknowledged and verified by the same before a Notary Public, have been presented to me at this office accompanied by the fees prescribed by law; that I have found such Articles conform to law; that I have endorsed my approval upon the duplicate copies of such Articles; that all fees have been paid as required by law; that one copy of such Articles has been filed in this office; and that the remaining copy(ies) of such Articles bearing the endorsement of my approval and filing has (have) been returned by me to the incorporator(s) or his (their) representatives; all as prescribed by the Indiana Not-For-Profit Corporation Act of 1971.

NOW, THEREFORE, I hereby issue to such Corporation this Certificate of Incorporation, and further certify that its corporate existence has begun.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this

\_\_\_\_\_ 30th \_\_\_\_\_ day of

\_\_\_\_\_ June \_\_\_\_\_ 19 87 \_\_\_\_\_

~~EDWIN L. SIMCOX~~ Secretary of State  
EVAN BAYH

By \_\_\_\_\_ Deputy

