

**ARTICLES OF INCORPORATION
OF
SUNRISE LAKE AT THE MEADOWS HOMEOWNERS ASSOCIATION, INC.**

The undersigned incorporator, desiring to form a corporation pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991, executes the following Articles of Incorporation:

ARTICLE I

Name

Section 1.01. Name and Type. The name of this Corporation shall be SUNRISE LAKE AT THE MEADOWS HOMEOWNERS ASSOCIATION, INC. This Corporation is a mutual benefit corporation. Certain capitalized words used herein shall have the meanings set forth in Article XI below.

ARTICLE II

Purposes and Powers

Section 2.01. Primary Purposes. The purposes for which this Corporation is formed are to exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Declaration and all amendments thereto.

Section 2.02. Additional Purposes. In addition, the Corporation is formed for the promotion of the health, safety and welfare of the residents of Sunrise Lake at the Meadows subdivision and other non-profitable purposes that are authorized by the Act.

Section 2.03. Specific Powers. Subject to any specific written limitations or restrictions imposed by the Act, by other law, or by the Declaration or the Articles, and solely in furtherance of but not in addition to the purposes set forth in Section 2.01 and 2.02 of these Articles, the Corporation shall have the following specific powers:

(a) To Manage, etc. To manage, maintain, repair and replace the Common Areas, and appurtenant easements, improvements and other property of every kind and nature whatsoever, real, personal or mixed, located upon the Common Areas or used or held for use in connection with the business or operation of the Corporation for the benefit and use of the members of the Corporation, subject to such restraints or suspensions of use and voting rights of members as are provided herein, in the Bylaws and in the Declaration.

(b) To Make Assessments. To fix, levy and collect Assessments and to enforce payment thereof by all lawful means.

(c) To Promulgate Rules. To promulgate such rules and regulations and perform such deeds as are deemed necessary to achieve the aforesaid purposes.

(d) To Insure. To secure from insurers licensed and approved in the State of Indiana, appropriate casualty coverage, comprehensive general liability coverage and such other forms of insurance as may be deemed necessary or appropriate.

(e) To Secure Services. To secure professional managerial services by employing a professional manager, contracting with a professional management service or entity, or otherwise, which services may include administrative, managerial, bookkeeping, legal, architectural, engineering, maintenance, repair, construction and other services.

(f) To Acquire and Dispose of Property. To acquire by gift, purchase or other means, to own, hold, enjoy, lease, operate, maintain, convey, sell, transfer, mortgage or otherwise encumber or dedicate for public use, real or personal property in connection with the business of the Corporation subject to the provisions of the Declaration.

(g) To Borrow. To borrow money and, subject to the provisions of the Declaration, to give, as security therefor, a mortgage or other security interest in any or all real or personal property owned by the Corporation, or a pledge of monies to be received pursuant to the provisions of the Declaration and any amendments thereto, and to assign and pledge its right to make assessments and its rights to claim a lien therefor.

(h) To Appoint a Fiscal Agent. To appoint any Person as its fiscal agent to collect all assessments and charges levied by the Corporation and to enforce the Corporation's liens for unpaid assessments and charges or any other lien held by the Corporation.

(i) To Make Contracts. To enter into, perform, cancel and rescind all kinds of contractual obligations, including the guarantee of the obligations and performance of others.

(j) To Act With Others. To perform any act which the Corporation acting alone has the power and capacity to perform by acting as a partner or otherwise in association with any Person or Persons, whether legally constituted or informally organized.

(k) To Pay. To pay all Operating Expenses, including all licenses, taxes or governmental charges levied or imposed against the Common Areas.

(l) To Merge. To participate in mergers and consolidations with other nonprofit corporations organized for the same purpose or annex additional real estate as provided in the Declaration.

(m) To Otherwise Act. To have and to exercise any and all powers, rights and privileges which a corporation organized under the Act may now or hereafter have or exercise.

Section 2.04. Limitations Upon Powers.

(a) Earnings. No member of the Corporation shall have or receive any earnings from the Corporation, except a member who is an employee of the Corporation, in which event he may receive fair and reasonable compensation for his services as an employee; and a member may also receive payments of principal and interest at a rate not exceeding that from time to time permitted by the Act on funds loaned or advanced by him to the Corporation.

(b) Loans to Directors. The Corporation shall make no advancements for services to be performed in the future, nor any loan of money or property to any director or officer of the Corporation.

(c) Dissolution. In the event of dissolution of the Corporation, all assets remaining after payment of all debts of the Corporation, including advances and loans of members of the Corporation, and, if so authorized by the Board of Directors, distribution to members of the Corporation of such amounts or corporate assets as may be authorized by the Act, shall be dedicated by the Board of Directors in any manner authorized or permitted by the Act. No member, director or officer of the Corporation, or any private individual, shall be entitled to share in the distribution of any of the assets of the Corporation on dissolution of the Corporation, except as otherwise provided in these Articles or in the Act.

**ARTICLE III
Period of Existence**

Section 3.01. Period of Existence. The period during which the Corporation shall continue is perpetual.

**ARTICLE IV
Registered Agent and Registered Office**

Section 4.01. Registered Agent. The name and address of the Registered Agent in charge of the Corporation's principal office is Stephanie White, 2700 W. Main St., Greenfield, Indiana, 46140. Stephanie White has consented to the appointment of Registered Agent.

Section 4.02. Registered Office. The post office address of the registered office of the Corporation is 2700 W. Main St., Greenfield, Indiana, 46140.

**ARTICLE V
Membership**

Section 5.01. Classes of Membership and Voting Rights. The Corporation shall have two (2) classes of members as follows:

(a) Class A. Class A members shall be all Owners with the exception of the Declarant. Class A members shall be entitled to one (1) 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 the members holding an interest in such Lot determine among themselves, but in no event shall more than one vote be cast with respect to any Lot.

(b) Class B. The Class B member shall be the Declarant. At all times prior to expiration of the Class B Membership, as provided below in this Section 5.01, the Class B member shall have the same number of votes at any meeting in which votes are to be taken as is held collectively by all Class A members, plus one hundred (100) additional votes. The Class B Membership shall terminate and be converted to Class A Membership and the Development Period shall expire upon the happening of the earlier of the following (the "Applicable Date"):

(i) When the Class B member no longer owns any portion of the Property or the Additional Real Estate; or

(ii) December 31, 2050; or

(iii) When, in its sole discretion, the Declarant expressly specifically terminates and waives in writing its right to Class B Membership. The Declarant reserves the right to assign some of its rights and obligations under this Declaration without terminating the Development Period and without terminating or waiving its right to Class B Membership.

(c) Casting of Votes. Members who are not natural persons shall designate by written notice to the Secretary of the Corporation the name of an individual who is authorized to exercise the right of such Member to vote. The name of such individual shall be kept on the records of the Corporation and may be changed only by written notice to the Secretary.

(d) Tabulation of Votes. In any matter upon which a vote of the Members is required or allowed, the votes of Class A members and the Class B member shall be totaled and considered as though there were a single class of membership.

Section 5.02. Suspension of Membership Rights. No Class A or Class B member may be expelled from membership in the Corporation for any reason. The Board of Directors shall have the right to suspend the voting rights of a Class A member for a period during which any assessment or charge owed by the Member remains unpaid in excess of six (6) months.

Section 5.03. Meetings of Members. All meetings of the Members shall be held at such place within the State of Indiana as may be designated by the Board of Directors pursuant to the provisions of the Bylaws.

Section 5.04. No Preferences, etc. There shall be no other preferences, limitations, or restrictions with respect to the relative rights of the Members.

ARTICLE VI
Directors

Section 6.01. Number of Directors. The Board of Directors shall consist of between two (2) and five (5) members.

Section 6.02. Names and Post Office Addresses. The names and post office addresses of the initial members of the Board of Directors are as follows:

Stephanie White	2700 W. Main St. Greenfield, IN 46140
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Keith White	2700 W. Main St. Greenfield, IN 46140
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ARTICLE VII
Incorporator

Section 7.01. Name and Address of Incorporator. The name and post office address of the incorporator is Stephanie White, 2700 W. Main St., Greenfield, IN 46140.

ARTICLE VIII
Statement with Respect to Property

Section 8.01. Property of Corporation. The Corporation, upon its incorporation, has no property of value.

ARTICLE IX
**Provision for Regulation and Conduct
of the Affairs of the Corporation**

Section 9.01. Management of Corporation. The affairs of the Corporation shall be managed by the Board of Directors (each member of the Board of Directors, a “Director” and collectively, the “Directors”).

Section 9.02. Code of Bylaws. The Board of Directors of the Corporation shall have the power, without the assent of the Members, to make, alter, amend, or repeal the Bylaws.

Section 9.03. Officers. The Officers of the Corporation shall consist of a President, one or more Vice Presidents, a Secretary, a Treasurer, and such other Officers as may be prescribed by the Bylaws or prescribed by resolution of the Board of Directors in the manner specified in the Bylaws (the “Officers”). The offices of President and Secretary shall not be occupied by the same Person.

Section 9.04. Initial Board. The Initial Board of Directors, named in Section 6.02 hereof, are appointed by the Declarant and shall serve as the Board of Directors of the Corporation until

the Applicable Date and, in the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever prior to the Applicable Date, every such vacancy shall be filled by an individual appointed by Declarant. Any such individual appointed by Declarant shall thereafter be deemed a member of the Initial Board. If the Initial Board of Directors named in Section 6.02 hereof consists of fewer members than the minimum number of members specified hereunder then, at any time prior to the Applicable Date, the Declarant may, in its sole discretion, appoint an additional member, or additional members, so long as the number of members comprising the Board of Directors is always less than or equal to the maximum number of members permitted hereunder. Any additional member(s) appointed by the Declarant shall thereafter be deemed to be a member of the Initial Board of Directors.

Section 9.05. Term of Office of Directors and Officers. Each Officer and Director shall hold his office for the term specified in the Bylaws, but no term shall end until a successor is elected and qualified for the office to be vacated.

Section 9.06. Removal of Member of the Board of Directors. Prior to the Applicable Date, any Director may be removed by the Declarant, with or without cause. After the Applicable Date, Directors may be removed by Members of the Association, with or without cause, if the number of votes cast to remove would be sufficient to elect the Directors at a meeting to elect Directors. After the Applicable Date, a Director or Directors may be so removed by the Members only at a meeting called for the purpose of removing the Director(s). Any such meeting must state that the purpose of the meeting is for voting upon the removal of Director(s). In such case, the removed Director(s) successor(s) shall be elected at the same meeting to serve for the remainder of the term(s) of the removed Director(s).

Section 9.07. Amendment of Articles of Incorporation. These Articles may be amended, at a regular or special meeting of the Members of the Association, by a vote of a majority of a quorum of Members present in person or by proxy. In addition, the Board of Directors shall have the right and power, without the consent of the Members, to make, alter, amend or repeal these Articles.

Section 9.08. Non-Liability. No Member or Director of the Association shall be liable for any of the Association's obligations.

Section 9.09. Consent Resolutions. Any action required or permitted to be taken at any meeting of the Members or of the Board of Directors may be taken without a meeting if, prior to such action a written consent to such action is signed by all Members or all Directors, as the case may be, and such written consent is filed with the minutes of the proceedings of the Members or of the Board.

Section 9.10. Conflicting Provisions. Any further provisions consistent with the Declaration, the Articles of Incorporation and the laws of this State, for the regulation and conduct of the affairs of the Corporation, and creating, defining, limiting or regulating the powers of this Corporation, of the Directors or of the Members, may from time to time be prescribed by the Bylaws of the Corporation. If there is any conflict between these Articles and the Declaration, the Declaration shall control. If there is any conflict between the Bylaws and the Declaration, the

Declaration shall control. If there is any conflict between these Articles and the Bylaws, these Articles shall control.

ARTICLE X
LIABILITIES AND INDEMNIFICATION

SECTION 10.01 LIABILITY TO THE CORPORATION

No Person shall be liable to the Corporation for any loss or damage suffered by the Corporation on account of any action taken or omitted to be taken by such Person in good faith as a Director, Officer, employee or agent of the Corporation if such Person (i) exercised or used the same degree of care as an ordinary prudent Person in a like position would use under similar circumstances; or (ii) took or omitted to take such action in reliance upon information, opinions, reports or statements, including financial statements and other financial data, in each case, prepared or presented by any Officer, employee or committee of the Board of Directors of the Corporation, or legal counsel, public accountants or other professional Persons engaged by the Corporation, but such Person shall not be considered to be acting in good faith if such Person has actual knowledge concerning the matter in questions that would cause such reliance to be unwarranted; or (iii) has not breached or failed to perform the duties of their position or office in compliance with the Act, Articles of the Corporation and By-Laws in a manner constituting willful misconduct or recklessness.

SECTION 10.02 INDEMNIFICATION

The Corporation shall indemnify any Director or Officer or former Director or Officer of the Corporation, against expenses (including attorney's fees), judgment, fines, and amounts paid in settlement actually and reasonably incurred by the Person in connection with the defense of any action, suit, or proceeding, whether civil, administrative, or investigative, in which he was, is made, or is threatened to be made a party by reason of being or having been a Director or Officer or former Director or Officer of the Corporation, except in relation to matters as to which the Person's acts or omissions are adjudged in the action, suit, or proceeding to be a breach of the Person's duty to the Corporation. Such duty to the Corporation shall be to discharge the duties of the office in a manner that does not constitute willful misconduct or recklessness in the exercise of good faith and reasonable belief that the action or actions were in or not opposed to the best interest of the Corporation. The termination of any action, suit, or proceeding by adverse judgment, order, or settlement (whether with or without court approval) shall not, alone, create a presumption that the Director or Officer or former Director or Officer of the Corporation, did not properly discharge his duty to the Corporation. If several claims, issues, or matters are involved, a Director or Officer of former Director or Officer of the Corporation may be entitled to indemnification concerning some matters even though indemnification may or cannot be given concerning other matters. In addition:

- (a) To the extent that an individual has been successful on the merits or otherwise in the defense of any action, suit, or proceeding referred to in this Section 10.02, or in the defense of any claim, issue or matter therein, the individual shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred in connection therewith.

(b) Any indemnification, against underlying liability, provided for in this Section 10.02 (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of any Director or Officer or former Director or Officer, is proper in the circumstances because the Person has met the applicable standard of conduct set forth in Section 10.01. Such determination shall be made (i) by the Board of Directors by a Majority vote of a quorum consisting of Directors not at the time parties to the proceeding; (ii) if such an independent quorum is not obtainable, by Majority vote of a committee duly designated by the full Board of Directors (in which designation Directors who are parties may participate), consisting solely of two (2) or more Directors not at the time parties to the proceeding; (iii) by special legal counsel (A) selected by the independent quorum of the Board of Directors (or the independent committee thereof if no such quorum can be obtained), or (B) if no such independent quorum or committee thereof can be obtained, selected by Majority vote of the full Board of Directors (in which selection Directors who are parties may participate); or (iv) by the Members, who are not Directors who are at the time parties to the proceeding. Notwithstanding the foregoing, any Director or Officer or former Director or Officer of the Corporation, shall be able to contest any determination that he or she has not met the applicable standard of conduct, by petitioning a court of appropriate jurisdiction.

(c) Expenses incurred in defending any action, suit, or proceeding, whether civil, administrative, or investigative, may be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding upon receipt of a written undertaking by or on behalf of any Director or Officer or former Director or Officer of the Corporation, to repay the amount paid by the Corporation if it shall ultimately be determined that he or she is not entitled to indemnification as provided in the Articles. No advance shall be given if the Corporation has completed the determination of conduct procedure as provided for in Section 10.02(b) and it is determined that the individual will be precluded from indemnification.

(d) The indemnification provided by this Section 10.02 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-Laws, agreement, vote of Regular Members or disinterested Directors, as a matter of law, or otherwise, both as to actions in the Officer's or Director's official capacity and as to actions in another capacity while holding such office, and shall continue as to a Person who has ceased to be a Director or Officer and shall inure to the benefit of the heirs, executors and administrators of such a Person.

(e) The indemnification and advancement of expenses provided by, or granted pursuant to the Articles shall vest at the time of occurrence or performance of any event, act or omission giving rise to any action, suit or proceeding of the nature referred to in these Articles and, once vested, shall not later be impaired as a result of any amendment, repeal, alteration or other modification of any or all of these provisions.

ARTICLE XI
Definitions

Section 11.01. Terms. The following terms, as used in these Articles, and in the Bylaws, unless the context clearly requires otherwise, shall mean the following:

(a) "Act" means The Indiana General Nonprofit Corporation Act of 1991, as amended from time to time.

(b) "Articles" means the Articles of Incorporation of the Corporation, as amended from time to time.

(c) "Assessment" means all sums lawfully assessed against the Members by the Corporation or as declared by the Declaration, as the same may from time to time be amended, any Supplementary Declaration, the Articles or the Bylaws.

(d) "Bylaws" means the Code of Bylaws of the Corporation, as amended from time to time.

(e) "Corporation" means Sunrise Lake at the Meadows Homeowners Association, Inc., an Indiana nonprofit corporation.

(f) "Declaration" means the Declaration of Covenants, Conditions and Restrictions of Sunrise Lake at the Meadows that was recorded in the Office of the Recorder of Hancock County, as amended from time to time.

(g) "Declarant" shall mean Sunrise Lake, LLC, and any successors and assigns of it whom it designates in one or more written recorded instruments to have the rights of Declarant under the Declaration.

(h) "Initial Board" means those individuals appointed by Declarant as Directors pursuant to the power granted to Declarant in Section 9.04 of these Articles.

(i) "Member" means a Class A or Class B member of the Corporation and "Members" means Class A and Class B members of the Corporation.

(j) "Operating Expenses" means expenses of administration of the Corporation and expenses of fulfilling the obligations set forth in the Declaration including, without limitation, the expenses for the upkeep, maintenance, repair and replacement of the Common Areas and other property.

Section 11.02. Other Terms. Any capitalized word or term used anywhere in these Articles or in the Bylaws and not defined above in Section 11.01 shall be as defined in, and have the meaning set forth in, the Declaration.

The undersigned, being the sole Incorporator designated in Article 7, does hereby adopt these Articles of Incorporation, representing by his execution hereof to the Secretary of State of the State of Indiana and all persons whom it may concern that a membership list of the Corporation for which a Certificate of Incorporation is hereby applied for has heretofore been opened in accordance with the Act and that at least one (1) person has signed such membership list.

IN WITNESS WHEREOF, the undersigned executes these Articles of Incorporation this 10th day of July, 2018.


Stephanie White, Incorporator

Prepared by: Ronald R. Pritzke, Pritzke & Davis, LLP, 728 N. State St., P. O. Box 39, Greenfield, Indiana, 46140.