

AMENDED ARTICLES OF INCORPORATION
OF
BLACKBIRD FARMS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

Name

The name of the Corporation is BLACKBIRD FARMS HOMEOWNERS ASSOCIATION, INC. The Corporation is a mutual benefit corporation.

ARTICLE II

Purposes

The purposes for which the Corporation is organized, and will at all times be operated, are exclusively:

Section 1. To provide an entity for the administration, operation and management of Blackbird Farms Planned Development, a residential development consisting of real estate in the City of Lafayette, Tippecanoe County, Indiana, together with certain improvements thereon. (Such real estate together with such improvements sometimes will be referred to herein as the "Real Estate.") All terms not defined herein shall have the meanings set forth in the Second Amended Declaration of Covenants, Conditions and Restrictions for Blackbird Farms Planned Development, recorded or to be recorded in the office of the Recorder of Tippecanoe County, Indiana, as such Declaration may be amended from time to time as therein provided (the "Declaration").

Section 2. To provide, as a "homeowners association" described in Section 528 of the Internal Revenue Code of 1986, as amended (the "Code"), or corresponding provisions of any future United States Internal Revenue laws, for the acquisition, construction, management, maintenance, repair, replacement and upkeep of the "Common Area" (as such term is defined in the Declaration) within Blackbird Farms Planned Development and any other property intended for common use in connection therewith.

Section 3. To promote the health, safety and welfare of all residents of Blackbird Farms Planned Development.

ARTICLE III

Powers

So long as the same are in furtherance of the purposes for which the Corporation is organized and are not contrary to any limitation or restriction imposed by the Statute, Section 528 of the Code or any successor provision thereof, the Declaration, the

"By-Laws" (hereinafter defined), any other law, or any other provisions of these Articles of Incorporation, the Corporation shall have the following rights, privileges and powers:

Section 1. To exercise all of the rights, privileges, powers and authority, and to perform all of the duties and obligations, of the "Association" (as defined in the Declaration) provided for in the Declaration and the By-Laws of Blackbird Farms, as such By-Laws may be amended from time to time as therein provided (the "By-Laws").

Section 2. To fix, levy, collect and enforce payment by any lawful means of all charges and assessments pursuant to the terms of the Declaration; and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Corporation.

Section 3. To sue and be sued in its corporate name, and to enforce by legal means the provisions of the Declaration, these Articles of Incorporation, the By-Laws, and the regulations for the use of the Real Estate.

Section 4. To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, repair, replace, convey, sell, lease, transfer or otherwise dispose of real or personal property in connection with the affairs of the Corporation.

Section 5. To reconstruct improvements after casualty and to further improve the Real Estate.

Section 6. To make and amend reasonable regulations respecting the use of the Real Estate.

Section 7. Subject to the limitations of Section 16 below, to borrow money, to pledge, mortgage, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

Section 8. To contract with other persons for part or all of the management of the Real Estate and to delegate to such persons the powers of the Association except such as are specifically required by the Declaration to have approval of the Board of Directors or the Members of the Association.

Section 9. To employ personnel to perform the services required for proper operation of the Real Estate.

Section 10. To indemnify any person who was or is a party or is threatened to be made a party to any proceeding, whether

civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement reasonably incurred by him in connection with such action, suit or proceeding or in connection with any appeal therein, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such officer, director, employee or agent is liable for negligence or misconduct in the performance of his duties to the Corporation. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, or itself, create a presumption that the person was liable for negligence or misconduct in the performance of his duties to the Corporation.

Section 11. To purchase and maintain insurance upon the Real Estate and to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against liability.

Section 12. To have the capacity to act possessed by natural persons, but to have authority to perform only those acts as are necessary, convenient or expedient to accomplish the purposes for which the Corporation is organized.

Section 13. To carry out its purposes in this State and elsewhere.

Section 14. To have, possess, exercise and enjoy any and all of the rights, privileges and powers granted to corporations by the Statute, as now existing or hereafter amended, and by the common law.

Section 15. Notwithstanding any other provisions of these Articles of Incorporation, the Corporation is and shall at all times be a nonprofit corporation, and no part of its activities shall result in pecuniary benefit to its Members or directors (except for reasonable compensation as may be allowed for services rendered after the Applicable Date) and no part of its net earnings shall inure to the benefit of any Member or other private individual (other than by acquiring, constructing or providing management, maintenance and care of "association property" (as such term is defined in Section 528 of the Code) and other than by rebate of excess membership dues, fees, charges and assessments).

Section 16. The following provisions shall apply until the first annual or special meeting of Members after the Applicable Date: (a) the Association may not enter into any contract with a term exceeding one year; (b) all contracts to which the Association is a party shall terminate on or before the Applicable Date; and (c) the Association may not borrow for any purpose without approval by 75% of the Class A Members.

Section 17. Notwithstanding any other provisions of these Articles of Incorporation, the Bylaws or the Declaration, the Owner(s) of the Apartment Lots shall not be Members of the Association and shall not be subject to the governance of the Association, nor shall the Apartment Lots have any obligation to pay Regular Assessments, Special Assessments or any other assessments, charges or payments of any kind to the Association.

ARTICLE IV

Period of Existence

The period during which the Corporation shall continue is perpetual.

ARTICLE V

Resident Agent and Principal Office

Section 1. Resident Agent. The name and address of the Corporation's Resident Agent for service of process is William H. Long.

Section 2. Principal Office. The post office address of the principal office of the Corporation is 987 Creasy Lane South, Lafayette, Indiana, 47905

ARTICLE VI

Incorporator

The name and post office address of the incorporator of the Corporation is as follows:

<u>Name</u>	<u>Number and Street</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>
Thomas R. McCully	P.O. Box 1010 The Life Building	Lafayette, IN		47902

ARTICLE VII

Statement of Property

The Corporation will take over no property at or upon its incorporation.

ARTICLE VIII

Membership and Voting Rights

Section 1. Membership. Every Owner of a Single-Family Lot shall be a Member of the Association. Membership shall be appurtenant to each Single-Family Lot and may not be separated from ownership of any such Single-Family Lot. Notwithstanding any other provisions of the Declaration, these Articles of Incorporation or the Bylaws, the Owner(s) of the Apartment Lots shall not be Members of the Association and shall not be subject to the governance of the Association, nor shall the Apartment Lots have any obligation to pay Regular Assessments, Special Assessments or any other assessments, charges or payments of any kind to the Association.

Section 2. Classes of Membership. The Association shall have two classes of membership:

Class A: Class A Members shall be all Owners of Single-Family Lots except the Declarant. Ownership of one Single-Family Lot shall be the sole qualification for Class A membership.

Class B: Class B Members shall be Declarant. Class B membership shall apply to any Single-Family Lot owned by Declarant. Class B membership shall cease and be converted to Class A membership upon the first to occur of the following dates (hereinafter referred to as the "Applicable Date"):

(a) the date when the written resignation of the Class B Member(s) as such is delivered to the registered agent of the Association; or

(b) the date when the total votes outstanding in Class A membership equal or exceed the total votes outstanding in Class B membership; or

(c) August 9, 1999.

The Class B membership of Declarant with respect to any individual Lot shall cease and be converted to Class A membership upon conveyance of that Lot by Declarant to any person or entity. The Class A membership of an Owner shall

terminate when such person ceases to be the Owner of such Lot, and shall be transferred to the new Owner of such Lot.

Section 3. Voting Rights of Classes.

Class A: Class A Members shall be entitled to cast one vote for each Single-Family Lot owned by such Members on all matters submitted to a vote of the Members.

Class B: Class B Members shall be entitled to cast three votes for each Single-Family Lot owned by such Members on all matters submitted to a vote of the Members.

When more than one person is an Owner of a Lot, all such persons shall be Members in the applicable Class, but (except as provided above with respect to Class B members) their total vote shall not exceed one per Lot owned, and such vote shall be cast as one unit in such manner as the majority of the Owners of such Lot may agree. In the event such Owners fail to reach agreement, they shall not be entitled to vote and shall be considered as abstaining. In the event some of such Owners do not attend the meeting, in person or by proxy, those Owners who are in attendance, in person or by proxy, for purposes of determining the manner in which their vote shall be cast, shall be considered as the sole Owner of the Lot.

The Board of Directors may suspend the voting rights of a Member during any period in which such Member shall be in default in payment of any assessment levied by the Association.

ARTICLE IX

Directors

Section 1. Number of Directors. The number of directors shall be stated in the By-Laws of the Corporation, but shall in no event be less than three (3) or greater than seven (7). In the absence of such statement, the number shall be three (3). Directors shall not be elected by cumulative voting.

Section 2. Initial Board of Directors. The names and post office addresses of the initial Board of Directors (the "Initial Board of Directors") are:

<u>Name</u>	<u>Address</u>	<u>City and State</u>	<u>Zip Code</u>
William H. Long	987 Creasy Lane South	Lafayette, IN	47905
Bruce Gunstra	2150 Market Square	Lafayette, IN	47904

Section 3. Term of Initial Board of Directors. The Initial Board of Directors shall serve as the Board of Directors of the Corporation until the organizational meeting of the Board of Directors and, in the event of any vacancy or vacancies occurring in the Initial Board of Directors for any reason or cause whatsoever prior to the organizational meeting of the Board of Directors, each such vacancy shall be filled by a person appointed by the Declarant. Any such person so appointed by the Declarant shall thereafter be deemed a member of the Initial Board of Directors.

Section 4. Terms of Directors. After the organizational meeting of the Board of Directors, each member of the Board of Directors of the Corporation shall be elected for a term of one year or until the next annual meeting of Members, whichever comes first, and until his successor is duly elected and qualified. In any event, the term of any Director elected prior to the Applicable date shall end on the Applicable Date.

ARTICLE X

Provisions for the Regulation and Conduct of Corporate Affairs

The affairs of the Corporation shall be subject to the following provisions:

Section 1. Interest of Directors or Officers in Transactions. Any contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any firm of which one or more of its directors or officers are members or employees, or in which they are interested, or between the Corporation and any other corporation or association of which one or more of its directors or officers are shareholders, members, directors, officers or employees, or in which they are interested, shall be valid for all purposes, notwithstanding the presence of such director or directors at the meeting of the Board of Directors which acts upon or in reference to such contract or transaction, and notwithstanding his or their participation in such action, if the fact of such interest shall be disclosed or known to the Board of Directors and the Board of Directors shall authorize, approve and ratify such contract or transaction by the approving vote of the directors present. The interested director or directors may be counted in determining the presence of a quorum at such meeting. This Section 1 of this Article X shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common, equitable, or statutory law applicable thereto.

Section 2. Members. The manner of exercising voting rights shall be determined by the By-Laws. A quorum at any

meeting of the Members shall consist of that number of the Members representing, in person or by proxy, a majority of the outstanding voting rights of the voting Members.

Section 3. Directors. The affairs of the Association shall be managed by a Board of Directors.

Section 4. Bylaws. The power to adopt, alter, amend, add to and repeal the Bylaws shall be vested in the Board of Directors, subject to the subsequent approval of a majority of the Class A Members of the Association at any annual or special meeting of Members. The Bylaws may contain any provisions for the regulation and management of the Association not inconsistent with these Articles and the Declaration.

Section 5. Nonliability of Members. No Member or director of the Corporation shall be liable for any of its obligations.

Section 6. Indemnification. Every director and every officer of the Association, his heirs, and personal representatives, shall be indemnified by the Association against all expenses and liabilities, including counsel fees and settlement agreements, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

Section 7. Property Held. All funds and property acquired by the Association and the proceeds thereof shall be held for the benefit of the Members in accordance with the provisions of the Declaration, these Articles and the By-Laws.

Section 8. Dedication. The Association shall have the power to dedicate, sell or transfer all or any part of the common areas and facilities to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Members or as may be set forth in the Declaration. No such dedication, sale or transfer shall be effective prior to the Applicable Date without the prior approval of at least 75% of the Class A Members, or after the Applicable Date unless an instrument has been signed by Members

entitled to cast at least sixty-seven percent (67%) of the votes of the voting Members.

Section 9. Mortgage of Assets. Subject to the limitations set forth in Article III, Section 16 hereof, after the Applicable Date the Association may mortgage all or any part of the Common Areas and facilities defined in the Declaration if such action is approved by sixty-seven percent (67%) of the Members.

Section 10. Amendments. The Corporation reserves the right to amend, alter, change or repeal, in the manner now or hereafter prescribed by the Statute, any provision contained in these Articles of Incorporation, and all rights, powers and privileges hereby conferred on Members, directors or officers of the Corporation are subject to this reserved power; provided, however, that no amendment shall make any change in the qualifications for membership nor the voting rights of Members without the approval in writing of all Members.

Section 11. Place of Meeting. All meetings of the Members shall be held at such place, within Tippecanoe County, Indiana, as may be specified in the notices or waivers of notice thereof.

This Instrument Prepared By:
STUART & BRANIGIN
By: Erik D. Spykman

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