

**ARTICLES OF INCORPORATION
OF
BARRINGTON PLACE HOMEOWNERS ASSOCIATION, INC.**

The undersigned incorporator of Barrington Place Homeowners Association, Inc. ("Corporation"), desiring to incorporate a nonprofit corporation pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991 ("Statute"), executes the following Articles of Incorporation:

ARTICLE I

Name

The name of the Corporation shall be Barrington Place Homeowners Association, Inc.

ARTICLE II

Type of Corporation

The Corporation shall be a mutual benefit corporation.

ARTICLE III

Purposes and Powers

Section 3.01. Primary Purposes. The purposes for which this Corporation is formed are to manage, maintain, preserve, repair and reconstruct the Common Areas, Limited Areas and any other Property at Barrington Place and to exercise all of the power and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Declaration, all Supplemental Declarations and By-Laws.

Section 3.02. Additional Purposes. In addition, the Corporation is formed for the promotion of the health, safety and welfare of the residents of Barrington Place and other non-profitable purposes that are authorized by the Act or Statute and permitted to be carried on by an exempt organization under the provisions of Section 528 of the Internal Revenue Code of 1986 (hereinafter referred to as the "Code"), as amended, and the Regulations issued pursuant thereto, as amended, including but not limited to the acquisition, construction, management, maintenance and care of Association Property (as defined in Section 528 of the Code). For purposes of these Articles of Incorporation, all references to the Code shall be deemed to include references to the corresponding Regulations promulgated thereunder.

Section 3.03. Specific Powers. Subject to any specific written limitations or restrictions imposed by the Statute or Act, by the Code, by other law, or by the Declaration, any Supplemental Declaration, the Articles or the By-Laws, and solely in furtherance of, but not in addition to the purposes set forth in Section 3.01 and 3.02 of these Articles, the Corporation shall have the following specific powers:

(a). To Manage, etc. To manage, maintain, repair and replace the Common Areas, the Limited Areas and the other Property owned by the Corporation for the mutual benefit and use of the Members of the Corporation subject to the provisions of the Declaration, any Supplemental Declaration and the By-Laws.

(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 fire-property damage coverages, 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, any Supplemental Declaration and the By-Laws.

(g). To Borrow. To borrow money and, subject to the provisions of the Declaration, any Supplemental Declarations, and the By-laws, 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, any Supplemental Declaration and the By-Laws, and to assign and pledge its rights 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 Contract. 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 Common Expenses and any other expenses or charges, including but not limited to, all licenses, taxes or governmental charges levied or imposed against Property owned by the Corporation.

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

(m). To Exercise. To exercise all the rights, privileges, powers and authority, and to perform all the duties and obligations, of the Corporation specified in the Act, the Declaration, any Supplemental Declaration and the By-Laws, as the same may be supplemented or amended from time to time as therein provided.

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

Section 3.04. Limitations on Powers.

(a). Earnings. No Person shall have or receive any earnings from the Corporation except a Person who is employed or engaged by the Corporation, in which event he may receive fair and reasonable compensation for his services as an employee or independent contractor; and a Person may also receive payments of principal and interest at a rate not exceeding that from time to time permitted under the laws of the State of Indiana 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. Upon a dissolution of the Corporation and after paying or making a provision for the payment of all of the liabilities of the Corporation, including but not limited to (i) advances and loans of Members of the Corporation, and (ii) if so authorized by the Board of Directors, distributions to Members of such amounts as may be authorized by the Act or Statute, the Board of Directors shall dispose of all the assets of the Corporation exclusively for the purposes of the Corporation set forth in these Articles in such manner or

to such public agency or nonprofit organization whose purposes are substantially similar to those of the Corporation, and which at the time of transfer, is an exempt organization under Sections 501(c)(3), 501(c)(4) or 528 of the Code or any corresponding provisions under the Code. Any assets of the Corporation not so disposed of shall be disposed of by the court of competent jurisdiction in Monroe County, Indiana, exclusively for such purposes, or to such organization or organizations as said court shall determine which are organized and operated exclusively for such purposes. 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 Statute or the Act. Notwithstanding any other provision herein, any assets of the Corporation on dissolution of the Corporation shall be disposed of in accordance with the Act and Statute.

(d). Prohibited Activities.

(i) No part of the net earnings of the Corporation shall inure to the benefit of any Member, director or officer of the Corporation, or to any private individual, other than by acquiring, constructing or providing management, maintenance and care of Association Property and other than by rebate of excess membership dues, fees, charges and assessments;

(ii) No substantial part of the activities of the Corporation shall be devoted to attempting to influence legislation by propaganda or otherwise within the meaning of the proscriptive provisions of the Code;

(iii) The Corporation shall not directly or indirectly participate in, or intervene in (including the publishing and distributing of statements) any political campaign on behalf of, or in opposition to, any candidate for public office;

(iv) Notwithstanding any other provision of these Articles, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by any exempt organization under Section 528 of the Code and the Regulations issued pursuant thereto, as amended, or the corresponding provisions of any future United States internal revenue law, if the effect thereof is to subject the gross income of the Corporation to Federal income taxation at rates established for corporations engaged in business for profit unless the purposes of the Corporation set forth in Section 3.01 of these Articles cannot otherwise be achieved.

ARTICLE IV

Registered Agent and Registered Office

The name of the Registered Agent is Thomas E. Mullen, Sr. and the address of the registered office of the Corporation is 6251 Behner Way, Indianapolis, Indiana 46250.

ARTICLE V

Incorporator

The name and address of the incorporator of the Corporation is Frank A. Hoffman, Krieg DeVault Alexander & Capehart, One Indiana Square, Suite 2800, Indianapolis, Indiana 46204.

ARTICLE VI

Membership

Section 6.01. Classes of Membership. The Corporation shall have three (3) classes of Members as follows:

(a). Class A. Every Person who is an Owner shall be a Class A Member of the Corporation. Class A membership shall be appurtenant to and may not be separated from the ownership of a Condominium Unit.

(b). Class B. The Members of the Initial Board of Directors and such additional Persons as may be appointed by the Declarant to the Board of Directors pursuant to Section 9.04 shall be Class B Members. Class B Members shall not be deemed or considered Members nor Owners for any purpose other than to qualify as members of the Board of Directors and to serve as members of the Initial Board.

(c). Associate. Individuals who are appointed by Class A Members pursuant to the provisions of Section 6.02 shall be Associate Members.

Section 6.02. Associate Membership. Each Member which is not a natural Person may appoint one (1) Associate Member by filing a written appointment with the Secretary of the Corporation. Upon the death, resignation or expulsion of any such Associate Member, the Member which appointed him may appoint a successor by filing a written appointment with the Secretary pursuant to this Section 6.02.

Section 6.03. Voting Rights.

(a). Class A Members. Each Condominium Unit shall have appurtenant thereto one (1) vote which may be cast by the Owners thereof who are present in person or by proxy pursuant to the voting procedures established in the By-Laws except that until the Applicable Date, each Owner shall be deemed to have appointed Declarant as such Owner's agent, attorney-in-fact and proxy, which appointment shall be deemed coupled with an interest and irrevocable, until the Applicable Date to exercise said Owner's right to vote and to vote as Declarant determines, in its sole discretion, on all matters as to which Owners are entitled to vote under the Declaration, any Supplemental Declaration, the By-Laws, the Act, the Statute or otherwise, and such appointment shall not be affected by incompetence of the Owner granting the same.

(b). Class B Members. Class B Members shall not be entitled to vote except to the extent they hold the proxy of a Class A Member as set forth in Section 6.03(a) above.

(c). Associate Members. Associate Members shall not be entitled to vote except to the extent they hold the proxy of a Class A Member.

(d). Casting of Votes. Except as otherwise provided in the By-Laws, 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.

Section 6.04. Termination of Membership.

(a). Class A Members. Membership in the Corporation shall lapse and terminate when a Class A Member ceases to be an Owner.

(b). Class B Members. Membership in the Corporation shall lapse and terminate when a Class B Member is no longer a member of the Initial Board or on the Applicable Date, whichever first occurs. Class B membership shall cease to be a membership category on the Applicable Date.

Section 6.05. Suspension of Membership Rights. No Class A Member may be expelled from membership in the Corporation for any reason, or have his rights suspended or impaired except to the extent authorized by the Declaration or the By-Laws, but an Associate Member may be expelled without cause by a majority vote of the members of the Board of Directors present and voting at a meeting called for such purpose or by the Member which appointed him, and a Class B Member may only be expelled by the Declarant.

Section 6.06. Meetings of Members. All meetings of the Members shall be held at such place within the County of Monroe, Indiana, as may be designated by the Board of Directors pursuant to the provisions of the By-Laws. Notice of meetings need not be given to Associate Members if notice thereof is given to the Class A Members appointing such Associate Members.

Section 6.07. No Other Preferences, etc. Except as otherwise provided in the By-Laws, there shall be no other preferences, limitations, or restrictions with respect to the relative rights of the Members.

ARTICLE VII

Board of Directors

Section 7.01. Authority of Board. Management of the Property, affairs, business and activities of the Corporation shall be supervised and directed by the Board of Directors. The Board of Directors shall possess and may exercise all the powers and authority granted to the Corporation by the Statute, the Act, by these Articles of Incorporation, by the By-Laws or the Declarations, as now or hereafter in effect.

Section 7.02. Number of Directors. The Initial Board of Directors of the Corporation shall consist of three (3) members. The number of Directors of the Corporation shall be specified from time to time in the By-Laws, but the minimum number shall be three (3) and the maximum number shall be fifteen (15) and, if the By-Laws fail to specify the number, then the number shall be three (3).

Section 7.03. Names and Post Office Addresses. The names and post office addresses of the initial members of the Board of Directors are as follows:

<u>Name</u>	<u>Post Office Address</u>
Thomas E. Mullen, Sr.	6251 Behner Way, Indianapolis, Indiana 46250
Stephen D. Zimmerman	6251 Behner Way, Indianapolis, Indiana 46250
Dennis Copenhaver	6251 Behner Way, Indianapolis, Indiana 46250

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 Corporation

Section 9.01. Management of Corporation. The affairs of the Corporation shall be managed by the Board of Directors subject to the terms and conditions of the Declaration, any Supplemental Declaration and the By-Laws.

Section 9.02. By-Laws. The By-Laws may be altered, amended or repealed only in the manner specified in Article XI thereof.

Section 9.03. Officers. The officers of the Corporation shall consist of a President, a Vice President, a Secretary, an Assistant Secretary, a Treasurer, and such other officers as may be prescribed by the By-Laws or prescribed by resolution of the Board of Directors in the manner specified in the By-Laws. 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 7.03 hereof 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 of 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.

Section 9.05. Term of Office of Directors and Officers. Each officer and director shall hold his office for the term specified in the By-Laws, 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. After the Applicable Date, any member of the Board of Directors may be removed, with or without cause, at a meeting of the Members called for such purpose by the affirmative vote of a Majority of Owners.

Section 9.07. Amendment of Articles of Incorporation. The Corporation reserves the right to amend, alter, change or repeal any provisions contained in the Articles or in any amendment hereto, in any manner now or hereafter prescribed or permitted by the Act, Statute, or any amendments thereto; but such power of amendment does not authorize any amendment that would permit any part of the net earnings of the Corporation to inure to the benefit of any private person, that would modify the provisions of Section 3.04 if such modification would have the effect of disqualifying this Corporation as an exempt organization under the provisions of Section 528 of the Code, as amended, or such equivalent provision as may hereafter exist from time to time, or that would be in conflict with the provisions of the Act or the Statute; provided, however, that prior to the Applicable Date, no amendment, alteration, change or repeal of these Articles may be made without the written consent and approval of Declarant.

ARTICLE X

Indemnification of Directors and Officers

Section 10.1. Definitions. For purposes of this Article, the following terms shall have the following meanings:

(1) "Liabilities" and "Expenses" shall mean monetary obligations incurred by or on behalf of a director or officer in connection with the investigation, defense or appeal of a Proceeding (as defined below) or in satisfying a claim thereunder and shall include, but shall not be limited to, attorneys' fees and disbursements, amounts of judgments, fines or penalties, excise taxes assessed with respect to an employee benefit plan, and amounts paid in settlement by or on behalf of a director or officer.

(2) "Other Enterprise" shall mean any corporation, partnership, joint venture, limited liability company, trust, employee benefit plan or other enterprise, whether for profit or not, for which a director or officer is or was serving, at the request of the Corporation, as a director, officer, partner, member, trustee, employee or agent.

(3) "Proceeding" shall mean any claim, action, suit or proceeding (whether brought by or in the right of the Corporation or Other Enterprise or otherwise), civil, criminal, administrative or investigative, whether formal or informal, and whether actual or threatened or in connection with an appeal relating thereto, in which a director or officer may become involved, as a party or otherwise, (i) by reason of his being or having been a director or officer of the Corporation (and, if applicable, an officer, employee or agent of the Corporation) or a director, officer, partner, trustee, member, employee or agent of an Other Enterprise or arising out of his status as such, or (ii) by reason of any past or future action taken or not taken by a director or officer in any such capacity, whether or not he continues to be such at the time he incurs Liabilities and Expenses under the Proceeding.

(4) "Standard of Conduct" shall mean that a director or officer, based on facts then known to the director or officer, discharged the duties as a director or officer, including duties as a member of a committee, in good faith in what he reasonably believed to be in or not opposed to the best interests of the Corporation or Other Enterprise, as the case may be, and, in addition, in any criminal Proceeding had no reasonable cause to believe that his conduct was unlawful. The termination of any Proceeding, by judgment, order, settlement (whether with or without court approval) or conviction or upon a plea of guilty, shall not create a presumption that the director or officer did not meet the Standard of Conduct. The termination of any Proceeding by a consent decree or upon a plea of nolo contendere, or its equivalent, shall create the presumption that the director or officer met the Standard of Conduct.

Section 10.02. Indemnification. If a director or officer is made a party to or threatened to be made a party to any Proceeding, the Corporation shall indemnify the director or officer against Liabilities and Expenses incurred by him in connection with such Proceeding in the following circumstances:

(a) If a director or officer has been wholly successful on the merits or otherwise with respect to any such Proceeding, he shall be entitled to indemnification for Liabilities and Expenses as a matter of right. If a Proceeding is terminated against the director or officer by consent decree or upon a plea of nolo contendere, or its equivalent, the director or officer shall not be deemed to have been "wholly successful" with respect to such Proceeding.

(b) In all other situations, a director or officer shall be entitled to indemnification for Liabilities and Expenses as a matter of right unless (i) the director or officer has breached or failed to perform his duties as a director or officer in compliance with the Standard of Conduct and (ii) with respect to any action or failure to act by the director or officer which is at issue in such Proceeding, such action or failure to act constituted willful misconduct or recklessness. To be entitled to indemnification pursuant to this Section 10.02(b), the director or officer must notify the Corporation of the commencement of the Proceeding in accordance with Section 10.05 of this Article and request indemnification. A review of the request for indemnification and the facts and circumstances underlying the Proceeding shall be made in accordance with one of the procedures described below; and the director or officer shall be entitled to indemnification as a matter of right unless, in accordance with such procedure, it is determined beyond a reasonable doubt that (i) the director or officer breached or failed to perform the duties of the office in compliance with the Standard of Conduct, and (ii) the breach or failure to perform constituted willful misconduct or recklessness. Any one of the following procedures may be used to make the review and determination of a director's or officer's request for indemnification under this Section 10.02:

(A) by the Board of Directors by a majority vote of a quorum consisting of directors who are not parties to, or who have been wholly successful with respect to, such Proceeding;

(B) if a quorum cannot be obtained under (A) above, by a majority vote of a committee duly designated by the Board of Directors (in the designation of which, directors who are parties to such Proceeding may participate), consisting solely of two or more directors who are not parties to, or who have been wholly successful with respect to, such Proceeding;

(C) by independent legal counsel selected by a majority vote of the full Board of Directors (in which selection, directors who are parties to such Proceeding may participate); or

(D) by a committee consisting of three (3) or more disinterested persons selected by a majority vote of the full Board of Directors (in which selection, directors who are parties to such Proceeding may participate).

Any determination made in accordance with the above procedures shall be binding on the Corporation and the director or officer.

(c) If several claims, issues or matters of action are involved, a director or officer may be entitled to indemnification as to some matters even though he is not entitled to indemnification as to other matters.

(d) The indemnification herein provided shall be applicable to Proceedings made or commenced after the adoption of this Article, whether arising from acts or omissions to act which occurred before or after the adoption of this Article.

Section 10.03. Prepaid Liabilities and Expenses. The Liabilities and Expenses which are incurred or are payable by a director or officer in connection with any Proceeding shall be paid by the Corporation in advance, with the understanding and agreement between such director or officer and the Corporation, that, in the event it shall ultimately be determined as provided herein that the director or officer was not entitled to be indemnified, or was not entitled to be fully indemnified, the director or officer shall repay to the Corporation such amount, or the appropriate portion thereof, so paid or advanced.

Section 10.04. Exceptions to Indemnification. Notwithstanding any other provisions of this Article to the contrary, the Corporation shall not indemnify a director or officer:

(a) for any Liabilities or Expenses incurred in a suit against a director or officer for an accounting of profits allegedly made from the purchase or sale of securities of the Corporation brought pursuant to the provisions of Section 16(b) of the Securities Exchange Act of 1934 and any amendments thereto or the provisions of any similar federal, state or local statutory law; or

(b) for any Liabilities and Expenses for which payment is actually made to or on behalf of a director or officer under a valid and collectible insurance policy, except in respect of any excess beyond the amount of payment under such insurance policy; or

(c) for any Liabilities or Expenses incurred in a suit or claim against the director or officer arising out of or based upon actions attributable to the director or officer in which the director or officer gained any personal profit or advantage to which he was not legally entitled.

Section 10.05. Notification and Defense of Proceeding. Promptly after receipt by a director or officer of notice of the commencement of any Proceeding, the director or officer will, if a request for indemnification in respect thereof is to be made against the Corporation under this

Article, notify the Corporation of the commencement thereof; but the failure to so notify the Corporation will not relieve it from any obligation which it may have to the director or officer under this Article or otherwise. With respect to any such Proceeding as to which the director or officer notifies the Corporation of the commencement thereof:

(a) the Corporation will be entitled to participate therein at its own expense; and

(b) except as otherwise provided below, to the extent that it may so desire, the Corporation, jointly with any other indemnifying party similarly notified, will be entitled to assume the defense thereof, with counsel reasonably satisfactory to the director or officer. After notice from the Corporation to the director or officer of its election to assume the defense of the director or officer in the Proceeding, the Corporation will not be liable to the director or officer under this Article for any legal or other Expenses subsequently incurred by the director or officer in connection with the defense thereof other than reasonable costs of investigation or as otherwise provided below. The director or officer shall have the right to employ counsel in such Proceeding, but the Expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of the director or officer unless:

(i) the employment of counsel by the director or officer has been authorized by the Corporation;

(ii) the director or officer shall have reasonably concluded that there may be a conflict of interest between the Corporation and the director or officer in the conduct of the defense of such Proceeding; or

(iii) the Corporation shall not in fact have employed counsel to assume the defense of such Proceeding;

in each of which cases the Expenses of counsel employed by the director or officer shall be paid by the Corporation. The Corporation shall not be entitled to assume the defense of any Proceeding brought by or in the right of the Corporation or as to which the director or officer shall have made the conclusion provided for in Section 10.05(b)(ii) above.

(c) The Corporation shall not be liable to indemnify a director or officer under this Section for any amounts paid in settlement of any Proceeding without the Corporation's prior written consent. The Corporation shall not settle any action or claim in any manner which would impose any penalty or limitation on a director or officer without the director or officer's prior written consent. Neither the Corporation nor a director or officer will unreasonably withhold its or his consent to any proposed settlement.

Section 10.06. Other Rights and Remedies. The rights of indemnification provided under this Article are not exhaustive and shall be in addition to any rights to which a director or officer may otherwise be entitled by contract or as a matter of law. Irrespective of the provisions of this

Article, the Corporation may, at any time and from time to time, indemnify directors, officers, employees and other persons to the full extent permitted by the provisions of the Statute, or any successor law, as then in effect, whether with regard to past or future matters.

Section 10.07. Continuation of Indemnity. All obligations of the Corporation under this Article X shall survive the termination of a director's or officer's service in any capacity covered by this Article.

Section 10.08. Insurance. The Corporation may purchase and maintain insurance on behalf of any director, officer or other person or any person who is or was serving at the request of the Corporation as a director, officer, partner, trustee or agent of an Other Enterprise against any liability asserted against such person and incurred by such person in any capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of applicable statutes, this Article or otherwise.

Section 10.09. Benefit. The provisions of this Article shall inure to the benefit of each director or officer and his respective heirs, personal representatives and assigns and the Corporation, its successors and assigns.

Section 10.10. Severability. In case any one or more of the provisions contained in this Article shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Article, but this Article shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

ARTICLE XI

Definitions

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

"**Act**" means the Horizontal Property Law of the State of Indiana, I.C. 32-1-6-1 et.seq. as amended by Acts of 1977. The Act is incorporated herein by reference.

"**Applicable Date**" means the earliest of (i) ten (10) years from date of recording hereof; or, (ii) four (4) months after ninety percent (90%) of the Condominium Units that may be developed on the Real Estate have been conveyed to purchasers, or (iii) the date Declarant files of record in the office of the Recorder of Monroe County, Indiana, an instrument waiving and releasing its reserved rights as set forth in Paragraph 20 of the Declaration, to expand or further expand Barrington Place.

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

"Assessment" means all sums lawfully assessed against the Members by the Corporation or as declared or authorized by the Indiana Horizontal Property Law, the Declaration, any Supplemental Declaration, these Articles or the By-Laws.

"Associate" means Members of the Corporation as set forth and defined in Section 6.01(c) herein.

"Association Property" means the Property and any other property owned by the Corporation and as defined in Section 528 of the Code.

"Barrington Place" means the name by which the Horizontal Property Regime created by the Declaration is known.

"Board of Directors" means the governing body of the Association, being the initial Board of Directors referred to in the By-Laws or subsequent Board of Directors elected by the Co-owners in accordance with the By-Laws.

"Building" means any structure on the Tract in which one or more Condominium Units are located, including any additional structure on the Real Estate containing one or more Condominium Units which may be submitted and subjected to the Act and this Declaration by Supplemental Declarations as herein provided.

"By-Laws" means the By-Laws of the Association providing for the administration and management of the Property and restrictions on its use as required by and in conformity with the provisions of the Act.

"Class A" means Members of the Corporation as set forth and defined in Section 6.01(a) herein.

"Class B" means Members of the Corporation as set forth and defined in Section 6.01(b) herein.

"Code" means the Internal Revenue Code of 1986 as in effect on the date hereof, or as may hereafter be amended or supplemented.

"Common Areas" means the common areas and facilities as defined in Paragraph 6 of the Declaration.

"Common Expenses" means expenses of administration of the Association and expenses for the upkeep, maintenance, repair and replacement of the Common Areas and Limited Areas (to the extent provided herein) and all sums lawfully assessed against the Owners by the Association or as declared by the Act, the Declaration or the By-Laws.

"Condominium Unit" means each one of the living units constituting Barrington Place, each individual living unit being more particularly described and identified on the Plans and in Paragraphs 4 and 5 of the Declaration, and each additional living unit which may be submitted and subjected to the Act and the Declaration by Supplemental Declarations. **"Condominium Unit"** includes the undivided interest in the Common Areas and Limited Areas appertaining to such Unit.

"Corporation" means Barrington Place Homeowners Association, Inc., an Indiana nonprofit corporation.

"Declarant" means and refer to Barrington Place Homeowners Association, Inc., an Indiana corporation, and any successors and assigns of it whom it designates in one or more written recorded instruments to have the rights of Declarant hereunder, including, but not limited to, any mortgagee acquiring title to any portion of the property pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Declarant.

"Declaration" means the Declaration of Horizontal Property Regime of Barrington Place recorded or to be recorded, in the office of the Recorder of Monroe County, Indiana as the same may be amended from time to time.

"Initial Board of Directors" or **"Initial Board"** means the initial Board of Directors established and set forth in Section 9.04 herein, the Declaration and the By-Laws.

"Limited Areas" means the limited common areas and facilities as defined in Paragraph 7 of the Declaration.

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

"Owner" means a person, firm, corporation, partnership, association, trust, limited liability company, or other legal entity or any combination thereof who or which owns the fee simple title to a Condominium Unit.

"Person" means an individual, firm, corporation, partnership, association, trust, limited liability company, or other legal entity, or any combination thereof.

"Property" means the Tract and appurtenant easements, the Condominium Units, the Buildings, all other improvements and property of every kind and nature whatsoever, real, personal or mixed, located upon the Tract and used in connection with the operation, use and enjoyment of Barrington Place, excluding the personal property of the Owners.

"Real Estate" means the real estate and more particularly described in Exhibit "A-1" and "A-2" attached to the Declaration.

"Regulations" means the income tax regulations promulgated under the Code as in effect on the date hereof, or as hereafter amended or supplemented (including corresponding provisions of such succeeding Regulations).

"Statute" means the Indiana Nonprofit Corporation Act of 1991, as amended from time to time.

"Supplemental Declaration" means any supplement or amendment to the Declaration that may be recorded by Declarant and that extends the provisions of this Declaration to any part of the Real Estate and contains such complementary or supplementary provisions for such part of the Real Estate as are required or permitted by the Act or the Declaration.

"Tract" means the real estate more particularly described in Exhibit "B" attached to the Declaration and such other portions of the Real Estate which have, as of any given time, been subjected to the Act and the Declaration either by the Declaration or a Supplemental Declaration.

Section 11.02. Other Terms. Any undefined term used herein shall, unless the context requires otherwise, have the meaning set forth in Paragraph 1 of the Declaration.

IN WITNESS WHEREOF, the undersigned executes these Articles of Incorporation and verifies subject to penalties of perjury that the facts contained herein are true this ____ day of _____, 199__.

Frank A. Hoffman, as Incorporator

* * * * *

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Frank A. Hoffman, who acknowledged the execution of the foregoing Articles of Incorporation of Barrington Place Homeowners Association, Inc., and who, having been duly sworn, stated that the representations contained therein are true.

WITNESS my hand and Notarial Seal this ____ day of _____, 199__.

My Commission Expires:

Printed Name: _____

Residing in _____ County, Indiana.

This Instrument Was Prepared By:

Frank A. Hoffman
Attorney-At-Law
KRIEG DeVAULT ALEXANDER & CAPEHART
2800 One Indiana Square
Indianapolis, Indiana 46204-2017
(317) 636-4341

THE BY-LAWS OF
BARRINGTON PLACE HORIZONTAL PROPERTY REGIME
AND OF
BARRINGTON PLACE HOMEOWNERS ASSOCIATION, INC.