AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
KINGSBOROUGH COMMUNITY ASSOCIATION, INC.

The undersigned officer of Kingsborough Community Association, Inc., a corporation originally established pursuant to the Indiana Nonprofit Corporation Act of 1991, as amended (the "Act"), and incorporated under the terms and conditions of a certain "Declaration of Covenants and Restrictions--Kingsborough", said Declaration being recorded in the Hamilton County Recorder's Office on December 20, 1996, as Instrument No. 9609653688, with said Declaration being amended by a certain "Amended & Restated Declaration of Covenants, Conditions, Restrictions, Liens and Reservations of Easements for Kingsborough", said Declaration being recorded in the Hamilton County Recorder's Office on February 5, 1998, as Instrument No. 9809805625, gives notice of the amendment of and executes the following Amended and Restated Articles of Incorporation. The Declaration is incorporated herein by reference. All of the covenants, rights, restrictions, and liabilities contained in the Declaration shall apply to and govern the interpretation of these Amended and Restated Articles of Incorporation and the Code of By-Laws. The definitions and terms, as defined and used in the Declaration, shall have the same meaning in these Amended and Restated Articles of Incorporation and the Code of By-Laws, and reference is specifically made to Article 1 of the Declaration containing definitions for terms.

ARTICLE I -- NAME

The name of the corporation shall be Kingsborough Community Association, Inc. (hereafter, "Association"). This is a mutual benefit corporation.

ARTICLE II -- REGISTERED AGENT & PRINCIPAL OFFICE

The name and street address of the Association's registered agent and registered office for service of process is Ardsley Management Company, 3002 E. 56th St., Indianapolis, Indiana 46220. The post office address of the principal office of the Association is 3002 E. 56th St., Indianapolis, Indiana 46220.

ARTICLE III -- PURPOSES & POWERS

The purpose for which said nonprofit corporation is formed, and other provisions pertaining to this nonprofit corporation and its powers, are set forth in the Articles herein. The Association does not contemplate pecuniary gain or profit to its Members. The specific purposes for which this corporation is formed is to act as the Lot Owners' Association with regard to the Kingsborough Property specifically described in the Declaration. In addition, this Association is formed to provide for the maintenance, preservation and architectural control of Kingsborough and the buildings and improvements situated thereon under the terms of the Declaration, and to promote the health, safety and welfare of the residents and Owners within Kingsborough and to act in the same manner with regard to any other portions of the Additional Property which may

hereafter be brought within the jurisdiction of this Association as part of the same plan, and for these purposes:

(a) to exercise all the power and privileges and to perform all of the duties and obligation of the Association as set forth in the Declaration or as the same may be amended from time to time;

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

(c) to 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 and subject to the terms of the Declaration;

(d) to borrow money, and with the assent of a majority of the voting power of the Association, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, but only to the extent permitted by the Declaration;

(e) to acquire additional Lots, easement area, Common Area, and Community Area, in addition to that described in the Declaration when it was first recorded, but only in accordance with the provisions of the Declaration;

(f) to own, acquire, build and operate real and personal property in accordance with the Declaration;

(g) to obtain, pay for and maintain insurance to the extent provided in the Declaration;

(h) to do any other things necessary, expedient, incidental, appropriate or convenient to the carrying out of the foregoing purposes or which will promote the common benefit and enjoyment of the residents or Owners of the Lots, insofar as not prohibited by law or the Declaration; and

(i) to have and to exercise any and all powers, rights and privileges which a corporation organized under the Act by law may now or hereafter have or exercise, insofar as not prohibited by the Declaration.

ARTICLE IV -- DIRECTORS

The Association shall be managed by the Board, who need not be members of the Association. The number of Directors may be designated as not less than three (3) nor more than seven (7) members by said Association. The names and addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors are:

Name	Term of Office	Address
David Metz	One Year	11555 N. Meridian St., # 530, Carmel, IN 46032
David Piccolo	One Year	11555 N. Meridian St., # 530, Carmel, IN 46032
Jeffery Hebeler	One Year	11300 Cornel Park Dr., #300, Cincinnati, OH 45242

ARTICLE V -- MEMBERSHIP

Every Owner as defined in the Declaration, subject to the covenants contained in the Declaration, and to assessments levied by the Association, including purchasers on land installment contracts, including contract sellers on forms of executory contracts for the sale of a Lot, but excluding those holding record title or a similar interest merely as security for the performance of an obligation, shall automatically upon acquisition of such ownership interest in a Lot be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Membership shall terminate upon the sale or other disposition by an Owner of his/her ownership interest, at which time the new Owner shall automatically become a Member of the Association.

ARTICLE VI -- VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A - Class A Members shall be all Owners (with exception of the Developer for as long as Class B membership exists), who shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all persons shall be members. The vote for each Lot shall be exercised as set forth in the Declaration and By-Laws.

Class B - The Class B Member shall be the Developer (as defined in the Declaration), and such Member shall be entitled to a number of votes as will constitute seventy-five percent (75%) of the total voting power of the Association, as long as the Class B membership continues to exist. The Class B membership shall cease and convert to Class A membership upon the Applicable Date, which shall be the first to occur of:

(a) When all the property described in Exhibit A and Additional Property as described in the Declaration has been annexed to the Declaration by the Developer and seventy-five percent (75%) of the Lots included therein have been sold and conveyed to individual Lot Owners;

(b) Upon the expiration of seven (7) years from the date the Amended and Restated Declaration is recorded.

Provided, however, that nothing herein shall be construed to prohibit the Class B membership from converting all or part of its Class B membership to Class A membership with the results set forth above at any time prior to the occurrence of the alternative events referred to above, by a written statement executed by the Developer delivered to the Association.

ARTICLE VIII -- DISSOLUTION

The Association may be dissolved only with the written consent of all Owners and the Developer (so long as the Developer owns any Lots). Upon the voluntary or involuntary dissolution of the Association, any assets remaining after payment or adequate provision for payment of all debts and obligations of the Association shall be expended in furtherance of the purposes set forth herein. If no successor in interest to the Association is formed to administer the property of the Association, its assets shall be distributed by the Board consistent with the provisions of the Act.

ARTICLE VIII -- DURATION

The Association shall exist perpetually, unless dissolved earlier under the terms of these Articles.

ARTICLE IX -- AMENDMENTS

Amendments of these Articles shall require the assent of members holding at least seventy-five percent (75%) of the total voting power of the Association, except as provided in the Declaration or the Act.

ARTICLE X -- DEALING WITH ASSOCIATION

A Director or officer of the Association shall not be disqualified by his/her office from dealing or contracting with the Association as a vendor, purchaser, employee, agent or otherwise; nor shall any transaction, contract or act of the Association be void or voidable or in any way affected or invalidated by reason of the fact that any Director or officer or any firm which such Director or officer is a member, or any corporation of which such Director or officer is a shareholder, director or officer, is in any way interested in such transaction, contract or act. No

Director or officer shall be accountable or responsible to the Association for or in respect to any such transaction, contract or act, or for any gains of profits realized or by any organization affiliated with him/her as a result of such transaction, contract or act. Any such Director or officer may be counted in determining the existence of a quorum at any meeting of the Board which shall authorize or take action in respect to any contract, transaction or act, and may vote to authorize, ratify or approve any such contract, transaction or act, with like force and effect as if the Director or officer were not interested in such transaction, contract or act.

ARTICLE XI
INDEMNIFICATION OF DIRECTORS, OFFICERS OR EMPLOYEES

The Association shall indemnify any and every Director or officer against expenses, judgments, fines, penalties or amounts paid in settlement in connection with the defense of any pending or threatening action, suit or proceeding, to which such Director or officer is or may be made a party by reason of being or having been such Director or officer provided a determination is made by the Directors in the fullest manner set forth in the Act to the effect (a) that such Director or officer was not, and has not been adjudicated to have been, negligent or guilty of misconduct in the performance of their duty to the Association of which they are a Director or officer, and (b) that they acted in good faith in what they reasonably believed to be the best interest of the Association. Such indemnification shall not be deemed exclusive of any other rights to which such Director or officer may be entitled under these Articles, the rules and regulations of this Association, any agreement or any insurance purchased by this Association, or by vote of the Members, or otherwise.

ARTICLE XII -- INCORPORATOR

The incorporators of the Association are as specified in the original Articles of Incorporation of the Association.

ARTICLE XIII -- STATEMENT OF PROPERTY

All assets and liabilities, real, personal, and otherwise are in no way changed by these Amended and Restated Articles of Incorporation and they stand for and constitute all of the assets and liabilities of the Association.

IN WITNESS WHEREOF, I, the undersigned, do hereby execute these Amended and Restated Articles of Incorporation and certify the truth of the facts herein stated, this 26 day of February, 1998.

Signature

JEFF HERBERT
Printed

Director
Title

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

Signature

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., EADS & MURRAY, P.C., Attorneys at Law, 7351 Shadeland Station, Suite 185, Indianapolis, IN 46256. (317) 842-8550.

ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION (NONPROFIT)

State Form 4161 (R8 / 6-95) / Corporate Form No. 364-2 (May 1988)
Approved by State Board of Accounts 1995

APPROVED AND FILED
IND. SECRETARY OF STATE

SUE ANNE GILROY
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington St., Rm. E018
Indianapolis, IN 46204
Telephone: (317) 232-6576

Indiana Code 23-17-17-1 *et seq.*
FILING FEE: $30.00

INSTRUCTIONS: *Use 8 1/2" x 11" white paper for inserts.*
Present original and two (2) copies to address in upper right corner of this form.
Please TYPE or PRINT.
Upon completion of filing the Secretary of State will issue a receipt.

ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION

RECEIVED
98 MAR 3 5:08
SUE ANNE GILROY

The undersigned officer of the Nonprofit Corporation named in Article I below (*hereinafter referred to as the "Corporation"*) desiring to give notice of corporate action effectuating Amendment(s) to the Articles of Incorporation, certifies the following facts:

KINGSBOROUGH COMMUNITY ASSOCIATION, INC.

This Corporation exists pursuant to: *(check appropriate box)*

☐ The Indiana Not-For-Profit Corporation Act of 1971 (IC 23-7-1.1) as amended.

☐ Indiana General Not-For-Profit Corporation Act (*approved March 7, 1935*)

☒ Indiana Nonprofit Corporation Act of 1991 (IC 23-17-1) as amended

ARTICLE I - Amendment(s)

SECTION 1: The name of the Corporation is:

KINGSBOROUGH COMMUNITY ASSOCIATION, INC.

SECTION 2: The date of incorporation of the Corporation is:

June 4, 1997

SECTION 3: The name of the Corporation following this amendment to the Articles of Incorporation is:

(no change)

SECTION 4

The exact text of Article(s) see attached of the Articles of Incorporation is now as follows.

see attached

SECTION 5

The date of adoption of the amendment to the Article(s) _____ was _____, 19____.

STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE

ARTICLES OF AMENDMENT

To Whom These Presents Come, Greeting:

WHEREAS, there has been presented to me at this office, Articles of Amendment for:

KINGSBOROUGH COMMUNITY ASSOCIATION, INC.

and said Articles of Amendment have been prepared and signed in accordance with the provisions of the Indiana Nonprofit Corporation Act of 1991, as amended.

NOW, THEREFORE, I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that I have this day filed said articles in this office.

The effective date of these Articles of Amendment is March 03, 1998.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this Third day of March, 1998.

Sue Anne Gilroy

SUE ANNE GILROY, Secretary of State

AKM

Deputy