

# ***Michigan Department of Consumer and Industry Services***

## ***Filing Endorsement***

***This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT***

***for***

***HAWK NEST CONDOMINIUM ASSOCIATION***

***ID NUMBER: 778540***

***received by facsimile transmission on January 13, 2003 is hereby endorsed  
Filed on January 14, 2003 by the Administrator.***

***The document is effective on the date filed, unless a  
subsequent effective date within 90 days after  
received date is stated in the document.***



***In testimony whereof, I have hereunto set my  
hand and affixed the Seal of the Department,  
in the City of Lansing, this 14th day  
of January, 2003.***

A handwritten signature in black ink, appearing to read "Andrew G. Mitchell".

***, Director***

***Bureau of Commercial Services***

(Please do not write in spaces below - For Department Use)

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MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES  
BUREAU OF COMMERCIAL SERVICES

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DATE \_\_\_\_\_  
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(Nonprofit Domestic Corporations)

**ARTICLES OF INCORPORATION**

**OF**

**HAWK NEST CONDOMINIUM ASSOCIATION**

These Articles of Incorporation are signed by the Incorporator for the purpose of forming a nonprofit corporation pursuant to the provisions of Act 162 of the Public Acts of 1982, as amended, as follows:

**ARTICLE I**

The name of the Corporation is HAWK NEST CONDOMINIUM ASSOCIATION.

**ARTICLE II**

The purpose or purposes for which the Corporation is organized are as follows:

(a) To manage and administer the affairs of and to maintain HAWK NEST CONDOMINIUM, a residential site condominium project, all appurtenances thereto, and the common elements, property and easements thereof (the "Condominium");

(b) To levy and collect assessments against and from the members of the Corporation and to use the proceeds therefrom for the purposes of the Corporation, and to enforce assessments through liens and foreclosure proceedings where appropriate;

(c) To carry insurance and to collect and allocate the proceeds thereof;

(d) To restore, repair or rebuild the Condominium, or any portion thereof, after occurrence of casualty, and to negotiate on behalf of all of the members in connection with any taking of the Condominium, or any portion thereof, by eminent domain;

(e) To contract for and employ, and to discharge, persons or business entities to assist in the management, operation, maintenance and administration of the Condominium;

(f) To make reasonable rules and regulations governing the use and enjoyment of the Condominium by members and their tenants, guests and invitees, and to enforce such rules and regulations by all legal methods, including, without limitation, imposing fines and late payment charges, or instituting eviction or legal proceedings;

(g) To own, maintain and improve, and to buy, sell, convey, assign, transfer, mortgage or lease (as landlord or tenant), or otherwise deal in any real or personal property, including, but not limited to, any Condominium unit, easements, rights-of-way, licenses or any other real property, whether or not contiguous to the Condominium, to benefit the members of the Corporation and to further any of the purposes of the Corporation;

(h) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Corporation, and to secure the same by mortgage, pledge or other lien on the Corporation property; provided, however, that any such action shall be subject to limitation in amount and to member approval as provided in the Association Bylaws;

(i) To enforce the provisions of the Master Deed and Condominium Bylaws and of these Articles of Incorporation, the Association Bylaws and such Rules and Regulations of this Corporation as may hereafter be adopted, and to sue on behalf of the Condominium or the members and to assert, defend or settle claims on behalf of the members with respect to the Condominium;

(j) To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or Condominium Bylaws or by Act No. 59 of the Public Acts of 1978, as amended;

(k) In general, to enter into any kind of activity; to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration,

management, maintenance, repair, replacement and operation of the Condominium and to the accomplishment of any of the purposes thereof not forbidden.

### **ARTICLE III**

Said Corporation is organized upon a nonstock basis.

The amount of assets which said Corporation possesses is: Real Property – None; Personal Property – None.

Said Corporation is to be financed under the following general plan: Assessment of Members.

### **ARTICLE IV**

Said Corporation is organized on a membership basis.

### **ARTICLE V**

The address of the initial registered office is:

12671 Center Road  
P.O. Box 307  
Bath, Michigan 48808

The name of the initial resident agent at the registered office is: Daryl L. Kesler.

### **ARTICLE VI**

The name and address of the Incorporator is as follows:

Daryl L. Kesler  
P.O. Box 307  
Bath, Michigan 48808

## **ARTICLE VII**

The term of this Corporation shall be perpetual.

## **ARTICLE VIII**

The qualifications of members, the manner of their admission to membership in the Corporation, the termination of membership and voting by members shall be as follows:

(a) Each co-owner (including the Developer) of a Condominium unit shall be a member of the Corporation, and no other person or entity shall be entitled to membership, except that the Incorporator shall be a member of the Corporation until such time as the Developer becomes a member as hereinafter provided, at which time the Incorporator's membership shall terminate.

(b) Membership in the Corporation (except with respect to any non-co-owner incorporators, who shall cease to be members upon the qualification for membership of any co-owner) shall be established by the acquisition of legal or equitable title to a Condominium unit and by recording with the Register of Deeds in the county where the Condominium is located a deed or other instrument evidencing such title and the furnishing of evidence of same satisfactory to the Corporation (except that the Developer of the Condominium shall become a member immediately upon establishing the Condominium), the new co-owner thereby becoming a member of the Corporation, and the membership of the prior co-owner of such unit thereby being terminated.

(c) Neither membership nor the share of a member in the funds and assets of the Corporation can be assigned, pledged or transferred in any manner, except as an appurtenance to a Condominium unit.

(d) Voting by members shall be in accordance with the provisions of the Bylaws of this Corporation.

## **ARTICLE IX**

Any action required or permitted to be taken at an annual or special meeting of members may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, and signed by members not having less than the minimum number of votes that would be necessary to authorize or take the action

at a meeting at which all members entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to members who have not consented in writing.

## ARTICLE X

A volunteer director or volunteer officer of the Corporation shall not be personally liable to the Corporation or its members for monetary damages for a breach of the director's or officer's fiduciary duty, except for liability: (a) for a breach of the director's or officer's duty of loyalty to the Corporation or its members; (b) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (c) for a violation of Section 551(a) of the Michigan Nonprofit Corporation Act; (d) for a transaction from which the director or officer derived an improper personal benefit; (e) for an act or omission occurring prior to the effective date of this provision; or (f) for an act or omission that is grossly negligent. If, after approval by the members of this provision, the Michigan Nonprofit Corporation Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors and/or officers, then the liability of a volunteer director or volunteer officer of the Corporation shall be eliminated or limited to the fullest extent permitted by the Michigan Nonprofit Corporation Act, as so amended. Any repeal or modifications of the foregoing provisions of this Article by the members of the Corporation shall not adversely affect any right or protection of a volunteer director or volunteer officer of the Board existing at the time of such repeal or modification.

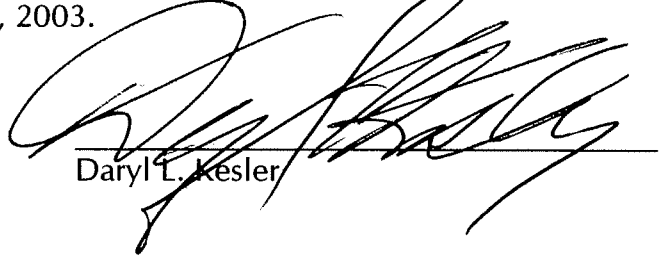
The Corporation assumes the liability for all acts or omissions of a volunteer director, volunteer officer or other volunteer if all of the following are met: (a) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority; (b) the volunteer was acting in good faith; (c) the volunteer's conduct did not amount to gross negligence or willful and wanton misconduct; (d) the volunteer's conduct was not an intentional tort; and (e) the volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in section 3135 of the insurance code of 1956, Act No. 218 of the Public Acts of 1956, being section 500.3135 of the Michigan Compiled Laws.

## ARTICLE XI

These Articles of Incorporation may be amended, altered, changed or repealed only by the affirmative vote of not less than seventy-five percent (75%) of the entire membership of the Corporation; provided, that in no event shall any amendment make

changes in the qualification for membership or the voting rights of members without the unanimous consent of the membership.

I, the Incorporator of the above-named Corporation, hereby sign these Articles of Incorporation on this 10th day of January, 2003.



Daryl L. Kesler

Prepared by and return to:

Gail A. Anderson, Esq.  
McClelland & Anderson, L.L.P.  
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Lansing, Michigan 48910  
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1009/042/articles of incorporation