



Michigan Department of Commerce

Lansing, Michigan

This is to Certify That Articles of Incorporation of

BRIARWOOD OF NOVI MAINTENANCE ASSOCIATION

were duly filed in this office on the 14TH day of SEPTEMBER, 1988,
in conformity with Act 162, Public Acts of 1982.

*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 SEPTEMBER, 1988*

Donna K. [Signature]
Director

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU	
(FOR BUREAU USE ONLY)	FILED
	SEP 14 1988
	Date Received SEP 14 1988
Administrator MICHIGAN DEPARTMENT OF COMMERCE Corporation & Securities Bureau	
CORPORATION IDENTIFICATION NUMBER	723-513

ARTICLES OF INCORPORATION
For use by Domestic Nonprofit Corporations

(Please read instructions on last page before completing form)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:
BRIARWOOD OF NOVI MAINTENANCE ASSOCIATION

ARTICLE II

The purpose or purposes for which the corporation is organized are:
It being understood that the Briarwood of Novi Maintenance Association ("Association") does not contemplate pecuniary gain or profit to the members hereof, this Association is organized for the specific purposes of:

1) Owning those portions of that parcel of property described on Exhibit A attached which portions are shown on and labeled on Exhibit B attached as "Conservancy Area" and (See Attachment A)

ARTICLE III

The corporation is organized upon a non-stock basis.
(stock or nonstock)

1. If organized on a stock basis, the aggregate number of shares which the corporation has authority to issue is _____ . If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class are as follows:

ca

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

(See Attachment A)

I (We), the incorporator(s) sign my (our) name(s) this 13th day of September, 1988.

BRIARWOOD OF NOVI PARTNERS, a Michigan
Co-Partnership

By: Robert M. Rosin
Robert M. Rosin, Trustee Under the
Robert M. Rosin Property Trust
Agreement Dated April 13, 1988, Partner

DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS INDICATED IN THE BOX BELOW. Include name, street and number (or P.O. box), city, state and ZIP code.

Cheryl K. Scott, Esq.
 Seyburn, Kahn, Ginn, Bess, Howard & Harnisch, P.C.
 32400 Telegraph, #102
 Birmingham, Michigan 48010

Telephone:
 Area Code (313)
 Number 646-3600

INFORMATION AND INSTRUCTIONS

1. Submit one original copy of this document. Upon filing, a microfilm copy will be prepared for the records of the Corporation and Securities Bureau. The original copy will be returned to the address appearing in the box above as evidence of filing.

Since this document must be microfilmed, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.

2. This document is to be used pursuant to the provisions of Act 162, P.A. of 1982 by one or more persons for the purpose of forming a domestic nonprofit corporation.
3. Article II — The specific purpose for which the corporation is organized must be included. It is not sufficient to state that the corporation may engage in any activity within the purposes for which corporations may be organized under the Act.
4. Article III — Complete item III(1) or III(2) as appropriate, but not both.
5. Article IV — A post office box may not be designated as the street address of the registered office. The mailing address may differ from the address of the registered office only if a post office box address in the same city as the registered office is designated as the mailing address.
6. Article V — The Act requires one or more incorporators. The addresses should include a street number and name (or other designation), city and state.
7. This document is effective on the date approved and filed by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated as an additional article.
8. This document must be signed in ink by each incorporator. However, if there are 3 or more incorporators, they may, by resolution adopted at the organizational meeting by a written instrument, designate one of them to sign the articles of incorporation on behalf of all of them. In such event, these articles of incorporation must be accompanied by a copy of the resolution duly certified by the acting secretary at the organizational meeting and a statement must be placed in the articles incorporating that resolution into them.

9. FEES:	Filing fee	\$10.00
	Franchise fee	\$10.00
	Total fees (Make remittance payable to State of Michigan)	\$20.00

10. Mail form and fee to:
 Michigan Department of Commerce
 Corporation and Securities Bureau
 Corporation Division
 P.O. Box 30054
 Lansing, MI 48909
 Telephone: (517) 373-0493

ATTACHMENT A

repairing, replacing, maintaining and managing each such Conservancy Area and paying taxes thereon and procuring insurance therefor (and collecting and allocating the proceeds of any policy), all in accordance with and subject to the Amended Agreement for Residential Unit Development dated September 16, 1987 and recorded in Liber 10143, Page 705, Oakland County Records ("RUD Agreement");

2) Repairing, replacing, and maintaining Entrance Way No. 1 and Entrance Way No. 2 (collectively "Entrance Ways") to the property described on Exhibit A attached, both such Entrance Ways being shown on Exhibit B attached, and paying taxes, if any, on said Entrance Ways and procuring insurance therefor (and collecting and allocating the proceeds of any policy);

3) Exercising all of the powers and privileges and performing all of the duties and obligations of the Association as specified in the RUD Agreement;

4) Fixing, levying, collecting and enforcing payment by any lawful means of all charges or assessments against members pursuant to, or to carry out, or to enforce, the terms of the RUD Agreement and the By-Laws of the Association, and as they may be amended, to pay all expenses in connection with the Conservancy Areas and the repair, replacement and maintenance of Entrance Way No. 1 and Entrance Way No. 2 all as referred to in 1) and 2) above, and all office and other expenses incident to the conduct of such business of the Association, including all licenses, taxes or governmental charges levied or imposed against the land of the Association;

5) Borrowing money, mortgaging, pledging, deeding in trust, or hypothecating any or all of its real or personal property as security for money borrowed or debts incurred, subject, however, to the provisions and limitations of the RUD Agreement;

6) Dedicating, selling or transferring, including without limitation granting easements upon, all or any part of the Conservancy Areas to any public agency, authority, utility or party for such purposes and subject to such conditions as may be determined by the Association, subject, however, to the provisions and limitations of the RUD Agreement;

7) Participating in mergers and consolidations with other non-profit corporations organized for the same or similar purposes or annexing additional residential property, subject, however, to the provisions and limitations of the RUD Agreement; and

8) Having and exercising any and all other powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Michigan may now by statute or hereafter have or exercise, subject, however, to the provisions and limitations of the RUD Agreement.

ARTICLE VI

The term of the Association is perpetual.

ARTICLE VII

No volunteer director of this Association shall be personally liable to the Association or its shareholders or members for monetary damages for a breach of such director's

fiduciary duty; provided, that the foregoing shall not eliminate or limit the liability of a director for any of the following:

- 1) A breach of the director's duty of loyalty to the Association or its shareholders or members;
- 2) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- 3) A transaction from which the director derived an improper personal benefit;
- 4) A violation of M.C.L. 450.2551(1) ("Act"); and
- 5) An act or omission that is grossly negligent.

The directors of this Association shall be entitled to indemnification to the full extent permitted under the Act and other applicable law.

ARTICLE VIII

When a compromise or arrangement or a plan of reorganization of this Association is proposed between this Association and its creditors or any class of them or between this Association and its members or any class of them, a court of equity jurisdiction within the state, on application of this Association or of a creditor or member thereof, or on application of a receiver appointed for the Association, may order a meeting of the creditors or class of creditors or of the members or class of members to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing 3/4 in value of the creditors or class of creditors, or of the members or class of members to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this Association as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the members or class of members and also on this Association.

LEGAL DESCRIPTION

Part of the West $\frac{1}{2}$ of Section 21, Town 1 North, Range 8 East, City of Novi Oakland County, Michigan, more particularly described as beginning at the West $\frac{1}{4}$ corner of said Section 21; thence North $03^{\circ}21'12''$ West, 362.64 feet (previously described as North $00^{\circ}47'00''$ West, 363.00 feet), along the West line of said Section 21 and the centerline of Beck Road; thence North $87^{\circ}06'51''$ East, 1318.60 feet (previously recorded as North $89^{\circ}32'18''$ East), along an extension of, and the Southerly line of "Pioneer Meadows No.1", as recorded in Liber 97 of Plats, on Page 22, Oakland County Records; thence South $04^{\circ}19'45''$ East, 377.75 feet (previously described as South $01^{\circ}45'20''$ East, 378.70 feet), to the East and West $\frac{1}{4}$ line of said Section 21; thence North $87^{\circ}45'47''$ East, 144.65 feet (previously described as South $89^{\circ}38'30''$ East), along the East and West $\frac{1}{4}$ line of said Section 21; thence South $02^{\circ}45'16''$ East, 2640.53 feet (previously described as South $00^{\circ}12'40''$ East, 2638.56 feet), to the South line of said Section 21 and the centerline of Ten Mile Road; thence South $87^{\circ}48'04''$ West, 624.20 feet (previously described as North $89^{\circ}39'30''$ West), along the South line of said Section 21 and the centerline of Ten Mile Road; thence North $02^{\circ}26'38''$ West, 600.00 feet (previously described as North $00^{\circ}06'30''$ East); thence South $87^{\circ}48'04''$ West, 860.00 feet (previously described as North $89^{\circ}39'30''$ West), to the West line of said Section 21 and the centerline of Beck Road; thence North $02^{\circ}26'38''$ West, 2039.45 feet (previously described as North $00^{\circ}06'30''$ East, 2038.89 feet), along the West line of said Section 21 and the centerline of Beck Road, to the point of beginning. All of the above containing 88.901 Acres (previously described as 88.884). All of the above being subject to the rights of the public in Beck Road and Ten Mile Road. All of the above being subject to easements, restrictions and right-of-ways of record.