

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT

for

VILLA MONTCLAIR CONDOMINIUM ASSOCIATION

ID NUMBER: 72077J

received by facsimile transmission on December 9, 2016 is hereby endorsed.

Filed on December 19, 2016 by the Administrator.

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



Sent by Facsimile Transmission

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 19th day of December, 2016.

Julia Dale

**Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau**

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU	
Date Received	(FOR BUREAU USE ONLY)
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Name		
Stephen M. Guerra		
Address		
30140 Orchard Lake Road		
City	State	Zip Code
Farmington Hills	MI	48334

EFFECTIVE DATE:

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If left blank document will be mailed to the registered office.

(Nonprofit Domestic Corporations)

ARTICLES OF INCORPORATION

OF

VILLA MONTCLAIR CONDOMINIUM ASSOCIATION

These Articles of Incorporation are signed by the incorporator for the purpose of forming a nonprofit corporation under the provisions of Act No. 162, Public Acts of 1982, as follows:

**ARTICLE I
NAME**

The name of the corporation is Villa Montclair Condominium Association (the "Corporation").

**ARTICLE II
PURPOSE**

The purposes for which the corporation is formed are as follows:

A. Management and Administration. To manage and administer the affairs of and to maintain, repair and replace the Common Elements of Villa Montclair, a Condominium located in the City of Auburn Hills, Oakland County, Michigan (the "Condominium"), according to the Master Deed and its exhibits, the rules and regulations of the Corporation as may from time to time be adopted, these Articles of Incorporation, and other condominium documents for the Condominium (collectively and as may be amended, the "Condominium Documents").

B. Collecting Assessments. To levy and collect assessments from the Members of the Corporation and to use the proceeds thereof for the purposes of the Corporation in accordance with the Condominium Documents.

C. Insurance. To carry insurance and to collect and allocate the proceeds pursuant to the terms of the Condominium Documents.

D. Rebuild Improvements. To rebuild improvements after casualty, subject to the terms of the Condominium Documents.

E. Contract and Employ Persons. To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium.

F. Real or Personal Property. To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage, lease or otherwise grant interests in any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses), whether or not contiguous to the Condominium, for the purpose of providing benefit to the Members of the Corporation and in furtherance of any of the purposes of the Corporation.

G. Borrow Money. 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 property owned by the Corporation.

H. Rules and Regulations. To make rules and regulations in accordance with the Condominium Documents.

I. Committees. To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees, or any specific Officers or Directors of the Corporation any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

J. Enforce Documents. To enforce the provisions of the Condominium Documents.

K. Contract and Employ Persons. To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance, and administration of the Condominium.

L. Administrator. To do anything required or permitted to it as administrator of the Condominium under the Condominium Documents or the Michigan Condominium Act.

M. General. 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, repair, replacement and operation of the Condominium and the Corporation and to the accomplishment of any of the purposes thereof.

**ARTICLE III
ORGANIZATION**

The Corporation is organized upon a non-stock basis. The amount of assets which the Corporation possesses is:

Real Property:	None
Personal Property:	None

The Corporation is to be financed under the following general plan:

Assessment of Members.

The corporation is organized on a membership basis.

**ARTICLE IV
REGISTERED OFFICE AND REGISTERED AGENT**

The address of the first registered office is 3005 University Drive, Auburn Hills, MI 48326.

The name of the first resident agent is Frank Mocerri.

**ARTICLE V
INCORPORATOR**

The name and address of the incorporator is as follows:

Villa Montclair LLC, 3005 University Drive, Auburn Hills, MI 48326

**ARTICLE VI
TERM**

The term of corporate existence is perpetual.

**ARTICLE VII
MEMBERSHIP AND VOTING**

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

A. Each owner of a Unit in the Condominium, including the developer and its successors and assigns, shall be a Member of the Corporation, and no other person or entity shall be entitled to membership.

B. Membership in the Corporation shall be established by acquisition of ownership of a Unit in the Condominium, by land contract or fee simple, and by recording with the Register of Deeds of Oakland County a deed or other instrument establishing a change of ownership satisfactory to the Corporation, the new owner thereby becoming a Member of the Corporation and the membership of the prior owner thereby being terminated.

C. The share of a Member in the funds and assets of the Corporation or other rights of membership cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to the Unit.

D. Voting by Members shall be in accordance with the provisions of the Condominium Documents.

ARTICLE VIII ACTION WITHOUT MEETING

Any action which may be taken at a meeting of the Members (except for the election or removal of Directors) may be taken without a meeting by written vote of the Members. Written votes shall be solicited in the same manner (with respect to notice) as provided in the Bylaws of the Corporation. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements, (b) the percentage of approvals necessary to approve the action, and (c) the time by which written votes must be received in order to be counted. The form of written vote shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the Member specifies a choice, the written vote shall be cast in accordance therewith. Approval by written vote shall be constituted by receipt, within the time period specified in the solicitation, of (a) a number of written votes which equals or exceeds the quorum which would be required if the action were taken at a meeting, and (b) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting. Written votes may be cast in accordance with this Article by mail, hand delivery, electronically or by facsimile.

ARTICLE IX CLAIMS AGAINST VOLUNTEERS; ASSUMPTION OF VOLUNTEER LIABILITY BY THE CORPORATION

A. Claims against Volunteers. Under all circumstances except those listed immediately below, no person or entity shall bring or maintain a claim for monetary damages against a volunteer director, volunteer officer, or other volunteer of the Corporation for a volunteer director, volunteer officer, or other volunteer's acts or omissions. Any such claim shall be brought and maintained against the Corporation. This provision cannot eliminate liability for:

(1) The amount of a financial benefit received by a director or volunteer officer to which he or she is not entitled;

(2) Intentional infliction of harm on the corporation, its shareholders, or members;

(3) A violation of section 551;

(4) An intentional criminal act;

(5) A liability imposed under section 497(a).

B. Assumption of Volunteer Liability. The Corporation shall assume, pay for, and undertake all obligations and liability for any and all acts or omissions of its volunteer directors, volunteer officers, or other volunteers, if all of the following are met:

(1) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority.

(2) The volunteer was acting in good faith.

(3) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct.

(4) The volunteer's conduct was not an intentional tort.

(5) 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 X INDEMNIFICATION

In addition to the provisions of Article IX, the Corporation may indemnify its volunteer directors, volunteer officers, volunteers, individuals, or persons in the following manner:

A. Individuals. The Corporation shall indemnify every Director, officer and volunteer of the Corporation against all expenses and liabilities, including reasonable attorney fees and amounts paid in settlement incurred by or imposed upon the Director, officer or volunteer in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which the Director, officer or volunteer may be a party or in which they may become by reason of their being or having been a Director, officer or volunteer of the Corporation, whether or not they are a Director, officer or volunteer at the time such expenses are incurred, if the person acted in good faith and in a manner which they reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, had reasonable cause

to believe that their conduct was lawful; provided, however, that no indemnification shall be made in respect to any claim, issue, or matter as to which such person shall have been finally adjudged to be liable for gross negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that a court shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses as the court shall deem proper.

B. Expenses. To the extent that a Director, officer, or volunteer has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 1, or in defense of any claim, issue, or matter therein, and indemnification is granted, they shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith and in any action, suit or proceeding brought to enforce the indemnification provided for herein.

C. Determination of Right to Indemnification. Except in a situation governed by Section 2, any indemnification under Section 1 (unless ordered by a Court) shall be made by the Corporation only as authorized in the specific case upon determination that indemnification of the Director, officer, or volunteer is proper in the circumstances because they have met the applicable standard of conduct set forth in Section 1. Such determination shall be made (a) by a majority vote of Directors acting at a meeting at which a quorum consisting of Directors who were not parties to such action, suit, or proceeding is present, or (b) if such a quorum is not obtainable (or even if obtainable), and a majority of disinterested Directors so directs, by independent legal counsel (compensated by the Corporation), in a written opinion, or (c) if such a quorum is not obtainable, then by a majority vote of a committee of Directors who are not parties to the action (such committee shall consist of not less than two (2) disinterested Directors), or (d) by the shareholders or members.

D. Advance Payment of Expenses. Expenses of each person indemnified hereunder incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors, whether a disinterested quorum exists or not, upon receipt of an undertaking by or on behalf of the director, officer, or volunteer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation. The undertaking shall be by unlimited general obligation of the person on whose behalf advances are made, but need not be secured.

E. Rights Not Exclusive. The indemnification or advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled as a matter of law or under the Articles of Incorporation, these Bylaws, or any contractual agreement. However, the total amount of expenses for indemnification from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses. The indemnification provided for in this Article shall continue as to a person who has ceased to be a Director, officer, or volunteer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

F. Directors and Officers Liability Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, or volunteer of the Corporation, or is or was serving at the request of the Corporation as a unpaid, volunteer Director, officer, or volunteer of another corporation (whether nonprofit or for profit), 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 such liability under the provisions of this Article or of the Michigan Nonprofit Corporation Act.

To the extent that any provision of this Article X conflicts with the provisions of Article IX, the provisions of Article IX shall be controlling.

ARTICLE XI CIVIL ACTIONS

A. Approval of Civil Actions. Actions on behalf of and against the Members shall be brought in the name of the Corporation. Subject to the express limitations on actions in the Condominium Documents, the Corporation may assert, defend or settle claims on behalf of all Members in connection with the Condominium's Common Elements. The commencement of any civil action or arbitration (other than one to enforce the Condominium Documents or collect delinquent assessments) shall require the approval of a majority of the Members, and shall be governed by the requirements of this Article. The requirements of this Article will ensure that Members are fully informed regarding the prospects and likely costs of any civil action the Corporation proposes to engage in, as well as the ongoing status of any civil actions actually filed by the Corporation. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Corporation's assets in litigation through additional or special assessments where reasonable and prudent alternatives to the litigation exist. Each Member shall have standing to sue to enforce the requirements of this Article. The following procedures and requirements apply to the Corporation's commencement of any civil action other than an action to enforce the Condominium Documents or to collect delinquent assessments:

B. Board of Directors' Recommendation to Members. The Board of Directors shall be responsible in the first instance for recommending to the Members that a civil action be filed, and supervising and directing any civil actions that are filed.

C. Litigation Evaluation Meeting. If an attorney is to be engaged for purposes of filing a civil action on behalf of the Corporation, the Board of Directors shall call a special meeting of the Members ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The notice requirements for a regular meeting of the Corporation shall apply. The Board of Directors shall provide to all Members in advance of such meeting all necessary information related to the proposed civil action so as to allow Members to make an informed decision as to the merits and estimated costs of such proceeding, how the litigation will be funded, all possible alternatives to litigation, the history of actions taken to date

to avoid litigation, and all opinions of experts retained or hired by the Corporation to give advice concerning the proposed action.

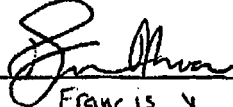
D. Fee Agreement with Litigation Attorney. The Corporation shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The Corporation shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the Members prior to the litigation evaluation meeting.

E. Member Vote Required. At the litigation evaluation meeting the Members shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action. The commencement of any civil action by the Corporation (other than a suit to enforce the Condominium Documents or collect delinquent assessments) shall require the approval of a majority of all of the Members.

F. Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Corporation ("litigation expenses") shall be fully disclosed to Members in the Corporation's annual reviewed financial statements. The litigation expenses for each civil action filed by the Corporation shall be listed as a separate line item captioned "litigation expenses" in the Corporation's annual budget and annual reviewed financial statements.

Signed this 11th day of November, 2016.

Villa Montclair LLC

By: 
Name: Francis V Moceris
Its: Resident Agent