

OAKWOOD PARK ASSOCIATION

AMENDED AND RESTATED ARTICLES OF INCORPORATION

Pursuant to the provisions of Act 162, Public Acts of 1982, as amended, the undersigned nonprofit corporation executes the following Amended and Restated Articles of Incorporation:

1. The present name of the corporation is: Oakwood Park Association.
2. The corporation identification number (CID) assigned by the Bureau is 718-030.
3. All former names of the corporation are: none.
4. The date of filing of the original Articles of Incorporation was: March 26, 1973.

ARTICLE I

The name of the Corporation is Oakwood Park Association.

ARTICLE II

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

- (a) To manage and administer the affairs of, and to maintain, Oakwood Park, a condominium (hereinafter referred to as the "Condominium") and the Common Elements thereof;
- (b) To levy and collect assessments against and from the members of the Corporation and to use the proceeds thereof for the purposes of the Corporation;
- (c) To carry insurance, and to collect and to allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium;

(f) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage, or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Corporation in furtherance of any of the purposes of the Corporation; provided, however, that the purchase of any Unit in the Condominium for use by a resident manager shall be approved by an affirmative vote of more than sixty (60%) percent of all Co-owners;

(g) To grant easements, rights-of-entry, rights-of-way, and licenses to, through, over, and with respect to the Common Elements of the Condominium on behalf of the members of the Corporation in furtherance of any of the purposes of the Corporation and to dedicate to the public any portion of the Common Elements of the Condominium;

(h) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the Association and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of more than sixty (60%) percent of all members of the Association, unless same is a letter of credit and/or appeal bond for litigation, or unless same is for a purchase of personal property with a value of \$15,000.00 or less;

(i) To make and enforce reasonable rules, regulations, resolutions, and/or policies concerning the use and enjoyment of the Condominium;

(j) To enforce the provisions of the Master Deed and Bylaws of the Condominium, the Corporate Bylaws, and these Articles of Incorporation and such Bylaws and rules and regulations of this Corporation as may hereinafter be adopted.

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

(l) 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.

ARTICLE III

Said Corporation is organized upon a nonstock basis.

The amount of assets which said Corporation possesses as of May 5, 2010, is:

Real Property: None
Personal Property: \$300.00 - cash

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

Assessment of Members owning Units in the Condominium.

The Corporation is organized on a membership basis.

ARTICLE IV

The address of the registered office is:

320 E. Big Beaver Road, Suite 190
Troy, MI 48083

The mailing address of the registered office is:

320 E. Big Beaver Road, Suite 190
Troy, MI 48083

The name of the resident agent at the registered office is:

Jeff Gourlie

ARTICLE V

The term of the corporate existence is perpetual.

ARTICLE VI

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 Co-owner of a Unit in the Condominium 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 the acquisition of fee simple title to a Unit in the Condominium and by recording with the Register of Deeds in the County where the Condominium is located,

a Deed or other instrument establishing a change of record title to such Unit and the furnishing of evidence of same satisfactory to the Corporation, the new Co-owner thereby becoming a member of the Corporation, and the membership of the prior Co-owner thereby being terminated.

(c) The share of a member in the funds and assets of the Corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to the member's Unit in the Condominium.

(d) Voting by members shall be in accordance with the provisions of the Bylaws of this Corporation. Notwithstanding the above, a member entitled to vote at an election for directors may vote, in person, by proxy, or by electronic transmission as defined by 2008 Public Act 9; MCL 450.106(3).

ARTICLE VII

Section 1. A volunteer director, as defined in Section 110(2) of Act No. 162 of the Public Acts of 1982, as amended, and/or a volunteer officer are not personally liable to the Corporation or its members for monetary damages for a breach of the director's or officer's fiduciary duty. However, this provision shall not eliminate or limit the liability of a director or officer for any of the following:

- (A) A breach of the director's or officer's duty of loyalty to the Corporation or its members.
- (B) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of the law.
- (C) A violation of Section 551(1) of Act No. 162 of the Public Acts of 1982, as amended.
- (D) A transaction from which the director or officer derived an improper personal benefit.
- (E) An act or omission occurring before the effective date of this Amendment granting limited liability.
- (F) An act or omission that is grossly negligent.

Section 2. The Corporation assumes the liability for all acts or omissions of a volunteer director, volunteer officer, or other volunteer occurring on or after the effective date of this Amendment granting limited liability 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.
- (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.

Section 3. If, after the adoption of this Article by the Corporation, the Michigan Nonprofit Corporation Act is amended to further limit or eliminate the liability of a volunteer director, volunteer officer, or other volunteer, then a volunteer director, volunteer officer, or other volunteer shall not be liable to the Corporation or its members as provided in the Michigan Nonprofit Corporation Act, as amended.

Section 4. No amendment, alteration, modification or repeal of this Article VII shall have any effect on the liability of any volunteer director, volunteer officer, or other volunteer of the Corporation with respect to any act or omission of such volunteer director, volunteer officer, or other volunteer occurring prior to such amendment, alteration, modification or repeal.

Section 5. The invalidity or unenforceability of any provision of this Article shall not affect the validity or enforceability of the remaining provisions of this Article.

Section 6. For purposes of this Article, "volunteer director" means a director who does not receive anything of more than nominal value from the corporation for serving as a director other than reasonable per diem compensation and reimbursement for actual, reasonable, and necessary expenses incurred by a director in his or her capacity as a director. "Nondirector volunteer" or "volunteer officer" means an individual, other than a volunteer director, performing services for a nonprofit corporation who does not receive compensation or any other type of consideration for the services other than reimbursement for expenses actually incurred.

ARTICLE VIII

Any action which may be taken at a meeting of the members of the Corporation (except for the election or removal of directors) may be taken without a meeting, with or without prior notice, by written consent of the members. Written consents may be solicited in the same manner as provided in the Bylaws for the Corporation for the giving of notice of meetings of members. Such solicitation may specify:

- (a) The percentage of consents necessary to approve the action; and
- (b) The time by which consents must be received in order to be counted.

The form of written consents shall afford an opportunity to consent (in writing) to each matter and shall provide that, where the member specifies his or her consent, the vote shall be cast in accordance therewith. Approval by written consent shall be constituted by receipt within the time period specified in the solicitation of a number of written consents which equals or exceeds the minimum number of votes which would be required for approval if the action were taken at a meeting at which all members entitled to vote were present and voted.

Such a consent may be transmitted electronically, as defined by 2008 Act 9, Michigan Nonprofit Corporation Act, and shall contain information from which it can be determined by the Association that it was duly transmitted by the member, or by a person authorized to act for the member, and it shall include the date on which it was transmitted, which shall be the date on which consent was signed for purposes of the vote. The electronic transmission shall be reproduced in paper form and delivered by hand or by mailing to the Association at its principal office, or to an officer or agent of the Association, in order to be counted.

These Amended and Restated Articles of Incorporation were duly adopted on 28th day of April, 2010, in accordance with the provisions of Section 642 of the Act. These Amended and Restated Articles of Incorporation restate, integrate, and do further amend the provisions of the Articles of Incorporation and were duly adopted by the vote of the members. The necessary votes were cast in favor of the Amended and Restated Articles of Incorporation.

Signed this 5 day of May 2010

By: Allen Bartlett
Allen Bartlett, President

DOCUMENT WILL BE RETURNED TO
MEISNER & ASSOCIATES, P.C.
30200 Telegraph Road, Suite 467
Bingham Farms, Michigan 48025-4506

Name of person or organization remitting
fees: Meisner & Associates, P.C.

Preparer's name and business address:
Robert M. Meisner, Esq.
Meisner & Associates, P.C.
30200 Telegraph Road, Suite 467
Bingham Farms, Michigan 48025-4506
(810) 644-4433

DECLARATION AND GRANT OF EASEMENT

Oakwood Development Co., a Michigan corporation ("Grantor"), whose address is P.O. Box 482 Bloomfield Hills, Mich., 48013, hereby declares and grants a non-exclusive perpetual easement to Meadowbrook Park Development Company, a Michigan corporation ("Grantee"), whose address is 1565 N. Woodward, Office No. 8, Bloomfield Hills, Michigan 48013, its successors and assigns, to use, in the manner described below, in common with Grantor, its successors and assigns, the following described parcel:

Land in the Southeast 1/4 Section 19, T.3N., R.11E., Avon Township, Oakland County, Michigan, and more particularly described as follows:

Commencing at the S.E. corner of said Section 19, thence N. 00°16'00" W. along the East line Section 19, 1089.25 feet to the point of beginning of property herein described;

Thence S. 75°32'52" W. 136.27 feet; thence S. 34°00'00" W. 200.00 feet; thence N. 77°00'00" W. 187.00 feet; thence N. 14°53'24" W. 100.00 feet; thence S. 82°11'52" E. 233.29 feet; thence N. 29°53'20" E. 107.75 feet; thence N. 61°13'20" E. 97.65 feet; thence N. 81°19'59" E. 81.95 feet to a point on the East line of Section 19; thence S. 00°16'00" E. along said line 60.00 feet to the point of beginning.

Grantee, its successors and assigns shall use this easement solely for bicycle riding, horseback riding, walking and other lawful forms of non-motorized recreational activities and for access to the Clinton River by any of the foregoing means.

Grantor agrees that Grantee, its successors and assigns, shall have the right to establish and enforce reasonable rules and regulations governing and limiting use of this easement, subject to the expense-sharing formula set forth below, or to assign or delegate such right. In the event Grantee, its assignees and delegates shall fail to exercise such right, then upon reasonable notice, by publication or otherwise, to the then owner or owners of the premises described in Exhibit "A", attached hereto, any one or more of such owners holding title to more than one-half of the acreage included within the premises described in Exhibit "A" may exercise such right.

Grantor has constructed upon a portion of the premises described in Exhibit "A" a condominium project known as Oakwood Park. The co-owners in Oakwood Park shall bear their proportionate share of the expenses of maintaining the land area encumbered by this Easement, which share shall be determined by multiplying the total of such expenses by a fraction, the numerator of which shall be 20 (approximately the total acreage included in Oakwood Park) and the denominator of which shall be 899 (approximately the total acreage included in the land described in Exhibit "A"). The share of such expenses borne by the co-owners in Oakwood Park shall be considered expenses of administration as that term is used in sections 13 and 15 of Act No. 229 of the Public Acts of 1963, as amended. Grantee, its successors and assigns, shall be obligated to bear the remainder of such expenses. The expenses of maintenance of the land area encumbered by this easement shall be deemed to include, but not necessarily be limited to, expenses incurred for liability insurance, personnel required to maintain the land area and supplies incident thereto, all real and personal property taxes (including special assessments) levied in connection therewith, and, in general, all expenses reasonably necessary or incident to the maintenance of such land area.

No owner of any residential unit located on the land described in Exhibit "A" may exempt himself from liability for his contribution toward the expenses set forth above by waiver of use or enjoyment of this easement.

IN WITNESS WHEREOF Grantor has executed this Declaration and Grant of Easement this 20th day of July, 1973.

WITNESSES:

OAKWOOD DEVELOPMENT CO.

/s/ Robert L. Nelson
Robert L. Nelson

BY: /s/ John J. Bourne
John J. Bourne
Vice President

/s/ Rainelle C. Shields
Rainelle C. Shields

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this
20th day of July, 1973, by John J. Bourne, Vice
President of Oakwood Development Co., on behalf of the said corp-
oration.

My Commission Expires:

October 28, 1975

/s/Robert L. Nelson
Notary Public, Wayne County, Mich.

Instrument Drafted By:

Robert L. Nelson, Esq.
2700 City National Bank Bldg.
Detroit, Michigan 48226

WHEN RECORDED, PLEASE RETURN TO DRAFTER.

MORTGAGEE'S CONSENT

Barnes Mortgage Investment Trust, an unincorporated Massachusetts business trust, as Assignee of a Mortgage entered into on May 9, 1973, by James T. Barnes & Company, a Michigan corporation, as mortgagee, and Oakwood Development Co., a Michigan corporation, as mortgagor, covering the premises which are subject to the easement described in the attached Declaration and Grant of Easement, hereby consents to such Declaration and Grant of Easement.

/s/ James P. Cherry
James P. Cherry

BARNES MORTGAGE INVESTMENT TRUST,
an unincorporated Massachusetts
business trust

/s/ Kathleen Stoy
Kathleen Stoy

BY: /s/ Wanda Zwolinski
Wanda Zwolinski, Assistant Secretary

STATE OF MICHIGAN)
) SS
COUNTY OF Wayne)

The foregoing instrument was acknowledged before me this 17th day of July, 1973, by Wanda Zwolinski a Trustee of Barnes Mortgage Investment Trust, an unincorporated Massachusetts business trust.

/s/ Elizabeth McCartney
Notary Public, Wayne
County, Michigan

My Commission Expires: January 12, 197

Drafted by:

Robert L. Nelson, Esq.
2700 City National Bank Building
Detroit, Michigan 48226

WHEN RECORDED, RETURN TO DRAFTER

EXHIBIT A TO DECLARATION AND GRANT OF EASEMENT
FROM OAKWOOD DEVELOPMENT CO. TO
MEADOWBROOK PARK DEVELOPMENT COMPANY

All that part of the East 1/2 of Sections 24 and 25, Town 3 North, Range 10 East, Pontiac Township, Oakland County, Michigan, and part of Sections 19 and 30, Town 3 North, Range 11 East, Avon Township, Oakland County, Michigan, lying northerly of the centerline or right-of-way line of Adams and Hamlin Roads, more particularly described as beginning at the Northeast Corner of said Section 30, South 0°24' East along section line 234.08 feet, thence South 89°36' West 33.0 feet, to right-of-way line of Adams Road, thence on a curve to the right along said right-of-way line (radius - 921.93 feet, long chord bears South 38°13'30" West 1150.98 feet) a distance of 1242.92 feet, thence South 13°09' East 33.0 feet to centerline of Adams Road, thence South 76°51' West along said centerline 635.40 feet, thence South 89°28' West along said centerline 1414.36 feet thence South 89°58'30" West 1081.70 feet, thence North 0°01' West 33.0 feet to northerly right-of-way line of 66 feet Adams Road, thence on a curve to the left along said northerly line (radius - 987.93 feet, long chord bears South 68°27'30" West 725.0 feet) a distance of 742.28 feet to northerly right-of-way line of 66 feet Hamlin Road, thence North 44°55'39" West along said northerly right-of-way line 109.33 feet, thence on a curve to the left along said northerly right-of-way line (radius - 605.96 feet, long chord bears North 56°28' West 242.41 feet) a distance of 243.99 feet to Section or Township line, thence South 0°06'20" West along said section line 35.92 feet to centerline of said Hamlin Road, thence on a curve to the left along said centerline (radius 572.96 feet, long chord bears North 79°38' West 257.45 feet) a distance of 259.62 feet thence along said centerline of Hamlin Road South 87°20' West 1076.41 feet, thence North 88°39' West along said centerline 1129.20 feet to centerline of Squirrel Road, thence North 2°05'40" West along said centerline 1232.30 feet to extension of centerline of Featherstone Road, thence North 1°43'20" East along centerline of Squirrel Road 1138.53 feet to centerline of Butler Road, thence on the following seven courses and distances along centerline of said Butler Road, North 70°17'20" East 1243.65 feet, thence North 60°44'50" East 562.30 feet, thence North 69°29'50" East 834.85 feet to Section or Township line, thence North 66°28'50" East 2669.95 feet to North and South 1/4 Section line, thence North 65°48'50" East 726.50 feet, thence North 80°14'50" East 158.25 feet, thence Due East 1550.59 feet to east line of said Section 19, thence Due South on Section line 879.20 feet to East 1/4 Corner of said Section 19, thence South 0°16' East along Section line 2505.22 feet to the point of beginning, containing 624.520 acres more or less excepting therefrom a portion of said premises as described in a Quit Claim Deed from Rochester Community School District to Frances D. Van Lennep dated March 16, 1955 and recorded March 28, 1955, in Liber 3305, Page 407 of the Register of Deeds office, Oakland County, Michigan, and

All that part of the North East 1/4 of Section 25, Town 3 North, Range 10 East, Pontiac Township, Oakland County, Michigan, and that part of the South 1/2 of Section 30, Town 3 North, Range 11 East, Avon Township, Oakland County, Michigan, lying southerly of centerline or right-of-way line of Adams and Hamlin Roads, more particularly described as beginning at the East 1/4 Corner of said Section 25, thence South 88°34'40" West along East and West 1/4 Section line or northerly line of "Supervisor's Plat No 16" a distance of 1251.51 feet to North West Corner of said Plat, thence South 82°36'50" West 1171.63 feet along said 1/4 section line to centerline of Squirrel Road so called, thence North 0°55'40" West along said centerline 557.10 feet, thence North 1°

58'40" West along said centerline 1157.45 feet to centerline of Hamlin Road so called, thence South 88°39' East 1129.20 feet, thence North 87°20' East along said centerline 1076.41 feet, thence on a curve to the right along said centerline (radius - 572.96 feet, long chord bears South 79°38' East 257.45 feet) a distance of 259.62 feet to Section or Township line, thence South 0°06'20" West along said Section line 35.92 feet to southerly right-of-way line of 66 feet Hamlin Road, thence on a curve to the right along said southerly line (radius - 539.96 feet, long chord bears South 55°02'39" East 189.69 feet) a distance of 190.67 feet, thence South 44°55'39" East along said southerly line 109.33 feet to Northwesterly right-of-way line of 66 feet Adams Road, thence on a curve to the left along said northwesterly right-of-way line (radius - 987.93 feet, long chord bears South 29°03'27" West 481.38 feet) a distance of 486.27 feet to Section or Township line, thence South 0°06'20" West along said section line 253.21 feet to a point which is located North 0°06'20" East on section line 504.09 feet from East 1/4 corner of said Section 25, thence South 89°53'40" East 33.0 feet to southeasterly right-of-way line of 66 feet of Adams Road, thence on a curve to the right along said southeasterly right-of-way line (radius - 921.93 feet, long chord bears North 45°04'20" East 1303.05 feet) a distance of 1437.33 feet, thence North 0°01' West 33.0 feet to centerline of Adams Road, thence North 89°58'30" East along said centerline 1081.70 feet, thence North 89°28' East along said centerline 1414.36 feet, thence North 76°51' East along said centerline 635.40 feet, thence South 13°09' East 33.0 feet to southeasterly right-of-way line of 66 feet Adams Road, thence on a curve to the left along said southeasterly right-of-way line (radius - 987.93 feet, long chord bears North 58°27'09" East 623.60 feet) a distance of 634.40 feet to southerly line of Hamlin Road, thence on a curve to the left along said southerly line (radius - 605.96 feet, long chord bears South 66°13' East 222.96 feet) a distance of 224.22 feet to east line of said Section 30, Avon Township, thence South 0°24' East along said Section line 523.86 feet, thence South 0°01'10" West along said Section line 1295.63 feet, to northerly right-of-way line of Grand Trunk Railway, thence South 67°04' West along said northerly right-of-way line 233.69 feet to East and West 1/4 Section line, thence along said East and West 1/4 Section line on the following five courses and Distances, South 86°22'30" West 965.62 feet, thence South 87°31'30" West 357.40 feet, South 86°40'30" West 354.97 feet, thence South 87°42'40" West 1659.23 feet, thence South 87°18' West 1270.02 feet to West 1/4 Corner of said Section 30, thence North 0°06'20" East along Section and Township line 315.53 feet to the point of beginning, containing 273.086 acres more or less;

also, all that part of a triangular parcel of land located in the North East 1/4 of Section 30, Town 3 North, Range 11 East, Avon Township, Oakland County, Michigan, lying between Adams and Hamlin Roads, more particularly described as beginning at a point in the east line of said Section 30 distant South 0°24' East on Section line 577.86 feet from the North East Corner of said Section 30, thence South 0°24' East on Section line 292.37 feet to a point in the northerly right-of-way line of Hamlin Road, thence on a curve to the right along said right-of-way line (radius - 512.96 feet, long chord bears North 66°44'26" West 134.81 feet) a distance of 135.20 feet to southeasterly right-of-way line of Adams Road, thence on a curve to the left along said right-of-way line (radius - 1014.93 feet, long chord bears North 26°59'44" East 268.36 feet) a distance of 269.26 feet to the point of beginning, containing 0.396 acres more or less.