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| <b>MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU</b>   |   |
| <p>(FOR BUREAU USE ONLY)</p> <div style="text-align: center; font-size: 2em; font-weight: bold; margin: 10px 0;">FILED</div> <div style="text-align: center; font-size: 1.2em; font-weight: bold; margin: 5px 0;">JAN 08 1991</div> <div style="text-align: center; font-size: 0.8em; font-weight: bold; margin: 5px 0;">       Administrator<br/>       MICHIGAN DEPARTMENT OF COMMERCE<br/>       Corporation &amp; Securities Bureau     </div> | <p>Date Received<br/> <b>JAN 8 1991</b></p> |
| CORPORATION IDENTIFICATION NUMBER  | 715-365                                     |

**ARTICLES OF INCORPORATION**  
**For use by Domestic Nonprofit Corporations**

(Please read instructions and Paperwork Reduction Act notice on last page)

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

**ARTICLE I**

The name of the corporation is:

Copper Creek Community Association ✓

**ARTICLE II**

The purpose or purposes for which the corporation is organized are:

See Attachment "A"

**ARTICLE III**

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

1. If organized on a stock basis, the total number of shares which the corporation has authority to issue is N/A. 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:

MM

**ARTICLE III (con't)**

2. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")  
None at this time  
and the description and value of its personal property assets are: (if none, insert "none")  
None  
The corporation is to be financed under the following general plan:  
Assessment of members  
The corporation is organized on a \_\_\_\_\_ membership \_\_\_\_\_ basis.  
(membership or directorship)

**ARTICLE IV**

1. The address of the registered office is:  
2025 W. Long Lake Road, Suite 104 \_\_\_\_\_ Troy \_\_\_\_\_, Michigan \_\_\_\_\_ 48098 \_\_\_\_\_  
(Street Address) (City) (ZIP Code)

2. The mailing address of the registered office if different than above:  
\_\_\_\_\_, Michigan \_\_\_\_\_  
(P.O. Box) (City) (ZIP Code)

3. The name of the resident agent at the registered office is:  
Norman J. Cohen

**ARTICLE V**

The name(s) and address(es) of all the incorporator(s) is (are) as follows:

| Name  | Residence or Business Address                                      |
|---|--|
| <u>Copperwood Creek Limited Partnership,</u><br><u>a Michigan limited partnership</u> | <u>2025 W. Long Lake Road, Suite 104,</u><br><u>Troy, MI 48098</u> |
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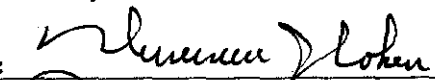
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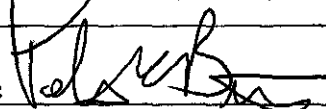
Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

See Attachment "B"

I (We), the incorporator(s) sign my (our) name(s) this 30th day of October, 19 90.

Copperwood Creek Limited Partnership,  
a Michigan limited partnership

By:   
Norman J. Cohen, President of Copperwood Associates, Inc., General Partner

By:   
Peter K. Burton, General Partner of Farmington Custom Builders Limited Partnership, a Michigan limited partnership, General 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.

Name of person or organization  
remitting fees:

SEYBURN, KAHN, GINN, BESS,  
HOWARD AND HARNISCH, P.C.  
2000 Town Center, Suite 1500  
Southfield, MI 48075-1195

Preparer's name and business  
telephone number:

Cheryl Scott Dube

( 313 ) 353-7620

Cheryl Scott Dube  
Seyburn, Kahn, Ginn, Bess, Howard and Harnisch, P.C.  
2000 Town Center, Suite 1500  
Southfield, MI 48075-1195

## INFORMATION AND INSTRUCTIONS

1. This form is issued under the authority of Act 162, P.A. of 1982, as amended. The articles of incorporation cannot be filed until this form, or a comparable document, is submitted.
2. 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.
3. This document is to be used pursuant to the provisions of the Act by one or more persons for the purpose of forming a domestic nonprofit corporation.
4. ARTICLE II — The 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.
5. ARTICLE III — The corporation must be organized on a stock or nonstock basis. Complete Article III(1) or III(2) as appropriate, but not both. Real property assets are items such as land and buildings. Personal property assets are items such as cash, equipment, fixtures, etc.
6. ARTICLE IV — A post office box may not be designated as the street address of the registered office.
7. ARTICLE V — The Act requires one or more incorporators. The addresses should include a street number and name (or other designation), city and state.
8. 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.
9. This document must be signed in ink by each incorporator listed in Article V. 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.
10. FEES: Filing fee & Franchise fee (Make remittance payable to State of Michigan) ... \$20.00
11. Mail form and fee to:  
Michigan Department of Commerce, Corporation and Securities Bureau, Corporation Division,  
P.O. Box 30054, Lansing, Michigan 48909, Telephone: (517) 334-6302

**ATTACHMENT "A"**  
**TO ARTICLES OF INCORPORATION**

**COPPER CREEK COMMUNITY ASSOCIATION**

**ARTICLE II**

Copper Creek Community Association ("Association") does not contemplate pecuniary gain or profit to the members thereof ("Association Members"), and the Association is being formed for the following general purposes:

1. Fulfilling the obligations of the Association as set forth in the Amendment to Copper Creek Agreement for Planned Residential Development ("Agreement"), entered into between the City of Farmington Hills ("City") and Copperwood Creek Limited Partnership, a Michigan limited partnership ("Partnership"), as recorded in Liber 11198, Pages 555-591, Oakland County Records (it being understood that all of the capitalized terms used but not defined herein shall have the meanings set forth in the Agreement), including, without limitation of the foregoing:

A. Owning the Open Space (which terms shall include the Original Improvements and Additional Improvements located therein), the Pedestrian Pathways in the Single Family Area, the Storm Structure, the Storm Structure Land located outside of the Golf Course, and that part of the Emergency Access Easement located within the SF-3 Area, and also owning, as and to the extent provided in the Agreement, the Retention Basin, the Pedestrian Pathways located in such other portions of the Land as are owned by the Association, and such portions of the Storm System as are owned by the Declarant and located outside of the Cluster Area and MF-1 Area.

B. Having the rights and obligations of the Declarant in regard to the Golf Course and/or Club House if the Declarant elects and the Association consents to transfer of such rights and obligations to the Association.

C. Having the Maintenance Obligation as to the Open Space, the Pedestrian Pathways, the Retention Basin (upon conveyance of same to the Association), the Golf Course Road, the Entrance Road, the Entranceway Monuments, the Emergency Access Easement, the Gates and any Gatehouse located within any Road for which the Association has the Maintenance Obligation, the Single Family Monuments and any landscaping installed in any cul de sac or turn area within the Single Family Roads (which maintenance shall be performed in accordance with the requirements of the City Code of the City), and the Storm Structure (which maintenance shall be performed in accordance with the Storm Structure Agreement and requirements of all governmental agencies having jurisdiction of the Storm Structure).

Additionally, in the event that all or any portion of the Storm System is conveyed to the Association, the Association shall thereafter have the Maintenance Obligation as to the portion(s) so conveyed excepting those portions located within the Golf Course. Moreover, upon conveyance to the Association of the Storm Structure, the Association will have the Declarant's obligations under the Storm Structure Agreement. In the event the Association determines that the Maintenance Obligation is not being fulfilled as to the Cluster Roads, the MF-1 Roads, or the MF-5 Roads, or if the holder of the Maintenance Obligation as to any of said Roads requests the Association to fulfill said Maintenance Obligation, the Association shall be entitled to perform said Maintenance Obligation and obtain reimbursement for the costs thereof from the holder of the applicable Maintenance Obligation. The term "Maintenance Obligation" shall include, without limitation of the foregoing, the obligation to procure public liability and hazard insurance (for the full replacement value) for and to perform and pay all costs of the maintenance (including, without limitation, the mowing of lawns and controlling of weeds), repair, and replacement of and necessary additions to the applicable portion of the Land and/or improvements and, where used in reference to any portion of the Road System or Pedestrian Pathways, to perform and pay all costs of removing snow and ice therefrom.

C. Paying real and personal property taxes associated with the Association's ownership of real and personal property, and as to any such tax relating to any other portion of the Land or improvement thereon not owned by the Association but which tax has been delinquent for six (6) months, the Association shall be entitled to pay same and obtain reimbursement therefor from the owner responsible for such payment.

2. Promoting the general health, safety, and welfare of the Residents and Owners.

In furtherance of any or all of the foregoing purposes, the Association may do the following:

A. Exercise all of the rights, powers and privileges and perform all of the duties and obligations as set forth in the Agreement.

B. Fix, levy, collect and enforce (including by suits legal, equitable or otherwise) payment by any lawful means of all charges or Assessments against Association Members, pursuant to, or to carry out, or to enforce, the terms of the Agreement and the By-Laws of the Association, as such

documents may be amended from time to time, and any building restrictions within the Association's jurisdiction.

C. 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, subject to the provisions and limitations of the Agreement.

D. Borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the provisions and limitations of the Agreement.

E. Dedicate, sell or transfer, including without limitation grant easements upon, all or any part of the portions of the Land owned by the Association and any other real or personal property of the Association to any public agency, authority, utility or party for such purposes and subject to such conditions as may be determined by the Association, subject to the provisions and limitations of the Agreement.

F. Participate in mergers and consolidations with other non-profit corporations organized for the same or similar purposes or annex additional residential property, subject to the provisions and limitations of the Agreement.

G. Have and exercise any and all other powers, rights and privileges which a corporation organized under the Non-Profit Corporation Act of the State of Michigan may now or hereafter by statute have or exercise.

**ATTACHMENT "B"**  
**TO ARTICLES OF INCORPORATION**

**COPPER CREEK COMMUNITY ASSOCIATION**

**ARTICLE VI**

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

1. The Association Members shall consist of all Owners provided, however, that if the applicable property is being sold on land contract, the Owner shall be the Land Contract vendee rather than vendor, except as specified in the Agreement. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot, Condominium Unit or Parcel, except to the extent otherwise provided in the Agreement.

2. Each Association Member, other than the Declarant, shall be entitled to one vote for each Single Family Unit, Cluster Unit, or Multi-Family Unit of which such Association Member is the Owner, in accordance with the terms of the Agreement and the By-laws of the Association. In addition to such other voting rights as Declarant has, Declarant shall be entitled to six (6) votes for each one acre of the Land (excluding the Road System) that is owned by the Declarant and located outside of the Single Family Area, Cluster Area, and Multiple Family Area. Voting by Members shall be in accordance with the provisions of the Agreement and the By-Laws of the Association.

3. Notwithstanding the foregoing, and to the extent provided in the Agreement, until fulfillment of all conditions set forth in Article I of the Agreement, the Declarant shall be the sole Association Member having voting rights.

4. The membership rights of an Association Member cannot be assigned, pledged, encumbered or transferred in any manner except as specified in the Agreement.

**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 the Association 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); and

5. An act or omission that is grossly negligent.

#### ARTICLE VIII

The term of the corporation is perpetual.