

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU**

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Name	Tracy N. Danner-Bond, Esq.		
Address	44670 Ann Arbor Road, Suite 170		
City	State	ZIP Code	EFFECTIVE DATE:
Plymouth	Michigan	48170	

Pursuant to the provisions of the Michigan Nonprofit Corporation Act, being Act 162, Public Acts of 1982, as amended, the undersigned executes the following Restated Articles of Incorporation:

1. The present name of the Corporation is: Pheasant View Association, Inc.
2. The identification number assigned by the Bureau is 800829955 (old 734887).
3. All former names of the Corporation are: Not applicable.
4. The filing date of the original Articles of Incorporation was: 06-02-1995.

*The following Restated Articles of Incorporation supersede the Articles of Incorporation as amended and shall be the Articles of Incorporation for the Corporation:*

**ARTICLE I**  
**Name of Corporation**

The name of the Corporation is Pheasant View Association, Inc. (hereinafter referred to as the "Corporation"). The terms "Association" and "Corporation" shall be used interchangeably throughout this document and shall both mean and refer to the Pheasant View Association, Inc.

**ARTICLE II**  
**Purposes of Corporation**

The purposes for which the Corporation is formed, and which are not intended to create a profit for the Members of the Association, are as follows:

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of

Covenants and Restrictions dated October 12, 1995, and recorded October 27, 1995, in Liber 28363, Pages 137 through 156, Wayne County Records (the "Declaration"), and including the Declaration of Reciprocal Roadway Easement (the "Reciprocal Easement") applicable to the Roadways and the Agreement for Maintenance of Storm Drainage Facilities (the "Storm Drainage Facilities Agreement") applicable to the Storm Drainage Facilities, as said Declaration, Reciprocal Easement, and Storm Drainage Facilities Agreement may be amended from time to time, which shall be binding upon, and shall inure to the benefit of, each Lot, each owner of a Lot (the "Owners"), the Association, and the successors and/or assigns of each Owner, and the Association;

- (b) To manage and administer the affairs of and to maintain and preserve, pursuant to and in accordance with the Declaration, Pheasant View Subdivision, single family residential Lots 1 through 162, inclusive (the "Subdivision");
- (c) To provide for the improvement, maintenance, and preservation of the Common Areas of the Subdivision, which are described as follows:

Windridge Park North and Windridge Park South, located within and being a part of the Subdivision, which are part of the Southwest one-quarter ( $\frac{1}{4}$ ) of Section 28, Canton Township, Wayne County, Michigan, according to the plat thereof as recorded with the Wayne County Register of Deeds (the "Common Areas");

- (d) To provide for the improvement, maintenance, and preservation of certain private roadways, together with certain related landscaping, drainage facilities, walls, entrance monuments, lighting facilities, and signage (collectively, the "Roadways");
- (e) To provide for the improvement, maintenance, and preservation of certain storm water collection and outlet facilities (collectively, the "Storm Drainage Facilities"), located on property adjacent to the Subdivision, owned by Canton Township, including certain storm water detention basins (the "Detention Basins), and certain storm sewer lines;
- (f) To levy, collect, and enforce payment by any lawful means, all charges and annual assessments from each Owner (the "Annual Assessments"), pursuant to an annual budget (the "Budget") adopted by the Board of Directors of the Association (the "Board"), for the purpose of (1) operating, maintaining, improving, repairing, and replacing the Common Areas, Roadways, and Storm Drainage Facilities (either directly or through a management agent or maintenance contractor engaged by the Association, or through an association in which the Association is a constituent member), including, without limitation (A) the paved driving surface within the Roadways (the "Wearing Surface", which reference includes the related curbs, gutters, and storm drainage facilities); (B) the landscaped and planted areas within the Roadways (the "Landscaped Areas", which reference includes any irrigation

system serving such areas); (C) the entrance monuments, decorative walls and gates, and other architectural features within the Roadways (the "Entrance Monuments"); (D) the street and other lighting facilities within the Roadways (the "Lighting Facilities"); and (E) the traffic control and other signage within the Roadways (the "Signs"); and (2) performing the other functions and duties assigned and/or delegate to the Association under, and in accordance with, the terms and provisions of the Declaration, Reciprocal Easement, and/or Storm Drainage Facilities Agreement) ;

- (g) To levy, collect, and enforce payment by any lawful means, all special assessments from each Owner (the "Special Assessments"), as and when required for the maintenance of the Common Areas, Roadways, and Storm Drainage Facilities, pursuant to the terms of the Declaration, Reciprocal Easement, and Storm Drainage Facilities Agreement;
- (h) To pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all costs and reasonable attorney's fees and licenses, taxes, or governmental charges levied or imposed against the property of the Association
- (i) To borrow money, and with the assent of those Owners who represent at least sixty (60%) percent of all the Lots within the Subdivision, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (j) To dedicate, sell, or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners and approved by the Canton Township Board of Trustees. No such dedication or transfer shall be effective unless an instrument has been signed by Owners representing at least two-thirds ( $\frac{2}{3}$ ) of all of the Lots within the Subdivision, agreeing to such dedication, sale, or transfer;
- (k) To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes and/or annex additional residential property and Common Areas;
- (l) To have and to exercise any and all powers, rights, and privileges which a corporation organized under the Nonprofit Corporation Act of the State of Michigan by law may now or hereafter have or exercise;
- (m) To administer and operate the Association in such a manner as might be required by all applicable local, state, and federal laws, including, but not limited to, the National Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended), and the Michigan Civil Rights Act;
- (n) To carry insurance and to collect and allocate the proceeds thereof;
- (o) To repair and rebuild improvements owned by the Association, after casualty;

- (p) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance, and administration of the Subdivision and the Corporation;
- (q) To make and enforce reasonable regulations concerning the use and enjoyment of the Common Areas and Lots in the Subdivision;
- (r) To acquire (by gift, purchase, or otherwise), own, maintain, build upon, operate, and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) and to dedicate to public use or to otherwise dispose of any real and personal property, including, but not limited to, any Lot in the Subdivision, for any purpose providing a benefit to the Members of the Corporation and in furtherance of any of the purposes of the Corporation;
- (s) To enforce the provisions of the Declaration, these Restated Articles of Incorporation, and such Rules and Regulations of the Association as may hereinafter be adopted and amended by the Board of Directors;
- (t) To do anything required of or permitted to it as administrator of said Association by the Declaration, as amended;
- (u) To sue in all courts and to defend against any actions or suits brought against the Corporation or its Directors, Officers, or volunteers by any member of the Corporation or by any third party, and to participate in any and all actions and proceedings whether judicial, administrative, arbitative, or otherwise; and
- (v) 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 Association and to the accomplishment of any of the purposes thereof.

**ARTICLE III**  
**Organization and Assets**

1. The Corporation is organized on a nonstock – membership basis.
2. Description and value of the Corporation's real property: None.
3. The Corporation is to be financed under the following general plan: Assessment of Members.

**ARTICLE IV**  
**Resident Agent and Registered Office**

1. The name of the resident agent is: Mark Waldbauer
2. The street address of the registered office is: 1753 Stonebridge Way, Canton, Michigan, 48188

3. The mailing address of the registered office is: P.O. Box 871463, Canton, Michigan, 48187

**ARTICLE V**  
**Existence**

The term of the Corporate existence is perpetual.

**ARTICLE VI**  
**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 Lot in the Subdivision 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 fee simple title or the interest of a land contract purchaser to a Lot in the Subdivision and by recording with the Wayne County Register of Deeds, a deed, memorandum of land contract, or other instrument (as applicable) establishing a change of record title to such Lot and the furnishing of evidence of same satisfactory to the Corporation.
- (c) A new Owner shall be considered to be a Member of the Association commencing upon the date on which said owner acquires or is conveyed fee simple title to the Lot, or the date on which a purchaser executes a land contract for a Lot, regardless of when proof of the Owner's acquisition of title or a land contract purchaser interest to a Lot is provided to the Corporation as required herein, and/or as required in the Declaration.
- (d) 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 their Lot.
- (e) Voting by members shall be in accordance with the provisions of the Declaration.

**ARTICLE VII**  
**Nonliability and Assumption of Liability for**  
**Volunteer Directors and Volunteer Officers**

**Section 1. Elimination of Personal Liability for Volunteer Directors and Volunteer Officers.** To the extent permitted by law, a volunteer Director or volunteer Officer of the Corporation shall not be personally liable to the Corporation or its members for monetary damages for any action taken or any failure to take any action as a volunteer Director or volunteer Officer, except liability for any of the following:

- (a) for any breach of a volunteer Director's or volunteer Officer's duty of loyalty to

the Corporation or its members;

- (b) for acts or omissions not in good faith or which involve intentional misconduct, a knowing violation of the law, or which involve the intentional infliction of harm on the Corporation, its shareholders, or members;
- (c) resulting from a violation of MCL 450.2551;
- (d) the amount of a financial benefit received by a volunteer Director or volunteer Officer to which they are not entitled;
- (e) for any act or omission that is grossly negligent;
- (f) an intentional criminal act; or
- (g) a liability imposed under section MCL 450.2497(a).

Nothing contained in this Section 1 will be construed to extend the period for bringing an action under any existing statutes of limitation, nor as a waiver of any defense which may be asserted on behalf of any volunteer.

**Section 2. Association's Assumption of Liability.** The Corporation assumes liability for all acts or omissions of a volunteer Director, volunteer Officer, or other volunteer occurring on or after the effective date of these Restated Articles of Incorporation if all of the following are met:

- (a) The volunteer was acting or reasonably believed they were acting within the scope of their 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.

Nothing contained this Section 2 will be construed to extend the periods for bringing an action under any existing statutes of limitation, nor as a waiver of any defense that may be asserted on behalf of any volunteer.

To the extent permitted by law, no person or entity may bring or maintain a claim for monetary damages against a volunteer Director or volunteer Officer for any liability assumed by the Corporation for that volunteer Director or volunteer Officer under this Section 2; any such claims must be brought and maintained against the Corporation.

**Section 3. Amendments to Michigan Nonprofit Corporation Act.** If the Michigan Nonprofit Corporation Act is amended to authorize corporate action further eliminating or

limiting the personal liability of volunteer Directors or volunteer Officers, then the liability of the volunteer Directors and volunteer Officers of the Corporation shall be eliminated or limited to the fullest extent permitted by the Act, as so amended.

**Section 4. Volunteer Liability in the Event of Amendment or Repeal of this Article VII.** Any repeal, modification, or adoption of any provision in these Restated Articles of Incorporation inconsistent with this Article shall not adversely affect any right or protection of the volunteer Directors and volunteer Officers of the Corporation existing at the time of such repeal, modification, or adoption.

**Section 5. Definition of “Volunteer”.** For purposes of this Article, “volunteer Director” means a Director who does not receive anything from the Corporation for serving as a Director other than reimbursement for actual, reasonable, and necessary expenses incurred by the Director in their capacity as a Director.

For purposes of this Article, “non-Director volunteer” or “volunteer” means an individual, other than a volunteer Director, performing services for a nonprofit corporation at the request or appointment of the Board of Directors who does not receive compensation or any other type of consideration for the services other than reimbursement for reasonable and necessary expenses actually incurred.

## **ARTICLE VIII** **Indemnification**

In addition to the provisions of Article VII, the Corporation may indemnify its volunteer Directors, volunteer Officers, and nondirector volunteers or agents in the following manner:

**Section 1. Corporation’s Power to Indemnify.** The Corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, including all appeals (including any action, suit, investigation, or proceeding by or in the right of the Corporation), by reason of the fact that such person is or was a volunteer Director, volunteer Officer, volunteer, employee, or agent of the Corporation, against expenses including actual and reasonable attorneys’ or other professionals’ fees, judgments, decrees, fines, penalties, costs, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, investigation, or proceeding. Notwithstanding the above, a volunteer Director, volunteer Officer, other volunteer, employee or agent of the Corporation will not be entitled to indemnification for any claims that were brought by the Corporation, against a volunteer Director, volunteer Officer, or other volunteer, except pursuant to MCL 450.2564a.

The Corporation may indemnify a person that was or is a party or is threatened to be made a party to a threatened, pending, or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a volunteer Director, volunteer Officer, employee, nondirector volunteer, or agent of the Corporation, or is or was serving at the request of the Corporation as a volunteer

Director, volunteer Officer, partner, trustee, employee, nondirector volunteer, or agent of another foreign or domestic corporation, business corporation, partnership, joint venture, trust, or other enterprise, whether for profit, for expenses, including attorneys' fees and amounts paid in settlement actually and reasonably incurred by the person in connection with the action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation or its members. The Corporation shall not indemnify a person for a claim, issue, or matter in which the person is found liable to the Corporation except to the extent authorized under Section 564c.

**Section 2. Determination of Right to Indemnification.** Any indemnification under Section 1 above will be made by the Corporation upon the determination that indemnification of the volunteer Director, volunteer Officer, nondirector volunteer, employee, or agent is proper under the circumstances. Such determination must be made in at least one (1) of the following manners:

- (a) By a majority vote of Directors acting at a meeting in which a quorum consisting of Directors who were not parties or threatened to be parties to such action, suit, investigation, or proceeding is present;
- (b) If the Board is unable to obtain a quorum under Subsection 2(a) above, then by majority vote of a committee that is duly designated by the Board of Directors that consists solely of two (2) or more Directors who are not at the time parties or threatened to be made parties to the action, suit, investigation, or proceeding;
- (c) By independent legal counsel in a written opinion. The Corporation must select counsel to prepare the opinion in one (1) of the following ways:
  - (i) By the Board of Directors or a Committee of Directors in the manner described in Subsection 2(a) or (b) above.
  - (ii) If the Board of Directors is unable to obtain a quorum under Subsection 2(a) or (b) above and the Board is unable to designate a committee under Subsection 2(b) above, by the Board.
- (d) By the members, except those that are parties or threatened to be made parties to the action, suit, investigation, or proceeding;
- (e) All Directors may participate in designating a committee under Subsection 2(b) or in selecting independent legal counsel under Subsection 2(c)(ii); or
- (f) If a person is entitled to indemnification under MCL 450.2562 or a portion of expenses, including reasonable attorneys' and other professional fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount, the Corporation may indemnify the person for the portion of the expenses, including reasonable attorneys' and other professional fees, judgments, penalties, fines, or amounts paid in the settlement for which the person is entitled to be indemnified.



**Section 3. Authorization of Payment of Indemnification.** The Corporation shall authorize payment of indemnification under this Article in any of the following ways:

- (a) By the Board of Directors in one (1) of the following ways:
  - (i) If there are two (2) or more Directors who are not parties or threatened to be made parties to the action, suit, investigation, or proceeding, by a majority vote of all Directors who are not parties or threatened to be made parties, a majority of whom shall constitute a quorum for this purpose;
  - (ii) By a majority of the members of a committee of two (2) or more Directors who are not parties or threatened to be made parties to the action, suit, investigation, or proceedings; or
  - (iii) If there are fewer than two (2) Directors who are not parties or threatened to be made parties to the action, suit, or proceeding, by the vote necessary for action by the Board of Directors under MCL 450.2523. All Directors may participate in authorization under this Subsection 3(a)(iii).
- (b) By the members, except those that are parties or threatened to be made parties to the action, suit, investigation, or proceeding may not vote on the authorization.

**Section 4. Expenses.**

- (a) Expenses of each person indemnified hereunder incurred in defending civil, criminal, administrative, or investigative action, suit, investigation, or proceeding, including all appeals, or threat thereof, may be paid by the Corporation in advance of the final disposition of such action, suit, investigation, or proceeding as authorized by the Board of Directors, notwithstanding whether a disinterested quorum exists, upon receipt of an undertaking by or on behalf of the Director, Officer, or volunteer to repay such amount if it will be determined that such person is not entitled to be indemnified by the Corporation. The undertaking will be an unlimited general obligation of the person on whose behalf advances are made, but need not be secured.
- (b) All such assumption of liability, indemnity, and payment of all expenses for any person shall be to the extent authorized in MCL 450.2564a, 450.2564b, and 450.2564c unless such person:
  - (i) received a benefit to which they were not entitled;
  - (ii) intentionally inflicted harm on the Corporation or its members;
  - (iii) violated MCL 450.2551; or
  - (iv) intentionally committed a criminal act.

**Section 5. Advance Payment of Expenses.**

- (a) The assumption of liability under Article VII, or the indemnification or advancement of expenses provided by this Article VIII, will not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses might be entitled as a matter of law or under the Restated Articles of Incorporation, the Declaration, or any contractual agreement.
- (b) The total amount of expenses for indemnification from all sources combined may not exceed the amount of actual reasonable and necessary expenses incurred by the person seeking indemnification or advancement of expenses.
- (c) The indemnification provided for in this Article VIII will continue as to any person who has ceased to be a Director, Officer, or volunteer and will inure to the benefit of heirs, executors, and administrators but not assigns of such a person.
- (d) All persons/entities for whom liability was assumed, or expenses, costs, attorneys' or other professional fees were advanced, for purposes of assumption of liability pursuant to Article VII or paid for purposes of indemnification pursuant to this Article VIII, shall furnish the Corporation a written agreement, executed personally or on the person's behalf, to repay any and all advances, expenses, or fees if it is ultimately determined that the person did not meet the standard of conduct required under the Declaration.

**Section 6. 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 an 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 said person and incurred by said person in any such capacity or arising out of their status as such, regardless of whether the Corporation would have the power to indemnify them against such liability under the provisions of this Article or the Michigan Nonprofit Corporation Act, Act 162 of 1982, MCL 450.2101, et al., as amended.

**ARTICLE IX**  
**Fair Housing Laws**

**Section 1. General.** The National Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended) and the Michigan Elliott-Larsen Civil Rights Act (Public Act 453 of 1976) generally prohibit certain types of discrimination in sale, rental, and in other housing-related transactions, based on race, color, national origin, religion, sex, sexual orientation, gender identity, familial status, and disability. Homeowners associations and their Boards of Directors have certain duties to comply with these federal and state laws, which protect the

rights of homeowners to enjoy housing free of unlawful discrimination.

**Section 2. Administrative Responsibility.** The Association shall be responsible for administering the Association in full compliance with the National Fair Housing Act, the Michigan Elliott-Larsen Civil Rights Act, and any other applicable federal, state, and local fair housing laws, as well as any and all regulations and administrative rules issued pursuant thereto.

**ARTICLE X**  
**Amendments to Articles of Incorporation**

These Restated Articles of Incorporation may be amended by the affirmative vote of the Members representing a majority of the Lots of the Subdivision that are qualified, eligible, and entitled to vote under the Declaration.

**ARTICLE XI**  
**Enforceability**

The invalidity or unenforceability of any provision of these Restated Articles of Incorporation will not affect the validity or enforceability of the remaining provisions of these Restated Articles of Incorporation.

**ARTICLE XII**  
**Action Without Meeting**

Subject to any specific provisions of these Restated Articles of Incorporation or the Declaration that might expressly provide otherwise, any action that may be taken at an Association membership meeting, other than the removal of Directors, may be taken without a meeting by a written vote, ballot, or consent of the Members. Written votes, ballots, or consents shall be solicited in the same manner as provided in the Declaration for the giving of notice of Corporation meetings. Such solicitations shall specify the following:

- (1) the proposed action;
- (2) that the Member may vote for or against any such proposed action;
- (3) the percentage of approvals necessary to approve the action; and
- (4) the time by which written votes must be received to be counted.

Approval by written vote, ballot, or consent shall be constituted by receipt, within the time specified in the written vote, ballot, or consent of a number of approvals that equals or exceeds the number of votes that would be required for approval if the action were taken at a meeting.

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*These Restated Articles of Incorporation were duly adopted on the \_\_\_ day of \_\_\_\_\_, **2021** in accordance with the provisions of Section 641 of the Michigan Nonprofit Corporation Act, MCL 450.2641.*

*These Restated Articles of Incorporation were duly adopted by the vote of the members. The necessary votes were cast in favor of these Restated Articles of Incorporation.*

By: \_\_\_\_\_  
?????

Its: President, on behalf of Pheasant View Association, Inc.

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS**  
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU  
CORPORATIONS DIVISION  
P. O. Box 30054  
Lansing, Michigan 48909-7554

TRACY N. DANNER-BOND, ESQ.  
44670 ANN ARBOR RD STE 170  
PLYMOUTH MI 48170

Comments:

LARA is an equal opportunity employer/program.  
Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.