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AUG 28 2020

CORPORATIONS DIVISION

ARTICLES OF INCORPORATION
OF
PHEASANT VIEW OWNERS ASSOCIATION

These Articles of Incorporation are signed by the incorporator for the purpose of forming a corporation not for profit under the provisions of Act No. 162 of the Public Acts of 1982, as follows:

ARTICLE I

NAME

The name of the corporation is: Pheasant View Owners Association.

FILED

OCT 08 2020

ADMINISTRATOR
CORPORATIONS DIVISION

ARTICLE II

PURPOSES

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

To provide an entity for the operation of properties in Olive Township, Ottawa County, Michigan, and in furtherance thereof:

(a) To manage and administer the affairs of and to maintain Pheasant View (hereinafter referred to as the "Pheasant View");

(b) To levy and collect assessments against and from members and to use the proceeds thereof for the purposes of the Association;

(c) To purchase insurance upon the Pheasant View property and to collect and allocate the proceeds thereof;

(d) To rebuild improvements after casualty;

(e) To employ personnel and to contract for the maintenance, administration and management of the Pheasant View land, and to delegate to said persons such powers and duties as are necessary therefor;

(f) To make and enforce reasonable regulations concerning the use and enjoyment of the Pheasant View property;

(g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, including, but not limited to, any land in Pheasant View or any other real property, whether or not contiguous to the Pheasant View land, for the purpose of providing benefit to the members of the Association and in furtherance of any of the purposes of the Association;

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(h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;

(i) To enforce the provisions of the Declaration of Restrictions and Roadway Agreement of the Pheasant View land and of these Articles of Incorporation and such Bylaws and Rules and Regulations of this Association as may hereafter be adopted;

(j) To do anything required of or permitted to it as administrator of the Pheasant View land; and

(k) To make and perform any contract and to exercise all powers conferred upon nonprofit Associations by the laws of the State of Michigan necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the Pheasant View land and to the accomplishment of any of the purposes thereof.

All funds and the titles to all properties acquired by the Association and proceeds thereof will be held for the members in accordance with the provisions of the Bylaws of the Association.

ARTICLE III

ORGANIZATION

This Association is organized upon a non-stock membership basis. The Association has no real property assets or personal property assets. The Association is to be financed by assessment of members.

ARTICLE IV

REGISTERED OFFICE

The location of the first registered office is: 2763 120th Avenue
Holland, Michigan 49424

The name of the first resident agent at the registered office is: Brad Vander Zwaag.

ARTICLE V

INCORPORATOR

The name and address of the incorporator is as follows:

Name	Residence or Business Address
Stephen M. Price	99 Monroe Avenue NW, Suite 1100 Grand Rapids, Michigan 49503

ARTICLE VI
DIRECTORS

The names and addresses of the first Board of Directors are as follows:

Name	Residence or Business Address
Brad Vander Zwaag	2763 120 th Avenue Holland, Michigan 49424
Tom Witteveen	2763 120 th Avenue Holland, Michigan 49424
Randy Ensing	c/o 3626 80 th Avenue Zeeland, Michigan 49464

ARTICLE VII
MEMBERS

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

(a) Each Owner (including the Developer) of a parcel of the Pheasant View land will be a member of the Association, and no other person or entity will be entitled to membership, except that the undersigned incorporator will be a member of the Association until his membership is terminated as hereinafter provided.

(b) Membership in the Association (except with respect to any non-owner incorporators, who will cease to be members upon the qualification for membership of any owner) will be established by acquisition of fee simple title to a parcel in the Pheasant View project and by recording with the Register of Deeds of Ottawa County, Michigan, a deed or other instrument establishing a change of record title to such parcel, with a copy of the recorded document provided to the Association (except that the Developer of Pheasant View will become a member immediately upon establishment recording the Declaration of Restrictions). The new owner thereby becomes a member of the Association and the membership of the prior owner is thereby terminated. If a parcel is sold pursuant to a land contract, evidenced of record with the Register of Deeds of Ottawa County, Michigan and with a copy or other evidence acceptable to the Association on file with the Association which grants possession of the parcel to the vendee, the land contract vendee, and not the land contract vendor, will be a member of the Association while the land contract is executory, unless a document signed by both land contract vendor and vendee and filed with the Association expressly provides otherwise, provided that the land contract vendor will always have joint and several responsibility for any dues or assessments or other charges payable to the Association.

(c) If there is more than one owner of a parcel, all such owners will collectively share the membership attributable to the parcel.

(d) Neither membership nor any share of a member in the funds and assets of the Association can be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to the member's parcel in the Pheasant View project.

(e) Voting by members will be in accordance with the provisions of the Bylaws of this Association.

(f) Membership in the Association will be available without regard to sex, race, color, age, marital status, creed or national origin.

ARTICLE VIII

WRITTEN CONSENT

Any action required or permitted to be taken at an annual or special meeting of members may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, is signed by members having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting in which all members entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent will be given to members who have not consented in writing.

ARTICLE IX

CONTRACTS WITH DIRECTORS

No contract or other transaction between this Association and one or more of its directors or officers, or between this Association and any other corporation, firm or association will be voidable by the fact that any one or more of the directors or officers of this Association are interested in or are directors or officers of such other corporation, firm or association, or that any director or officer individually may be a party to or may be interested in any contract or transaction of this Association; provided that the contract or other transaction is fair and reasonable to the Association when it is authorized, approved or ratified, or that the material facts as to such relationship or interests are disclosed or known to the board or committee at the time it authorized, approved or ratified the contract or transaction by a vote sufficient for the purpose without counting the vote of such interested director or officer, and each and every person who may become a director or officer of the Association is hereby relieved from any liability which might otherwise exist from contracting with the Association for the benefit of himself or herself or a firm, association or corporation in which he or she may be otherwise interested.

ARTICLE X

VOLUNTEER DIRECTOR PERSONAL LIABILITY

A volunteer director of the Association shall not be personally liable to the Association or its members for monetary damages for any action taken or any failure to take any action as a director or volunteer officer, except for liability for any of the following: (a) the amount of a financial benefit received by a director or volunteer officer to which he or she is not entitled; (b) intentional infliction of harm on the corporation, its shareholders, or members; (c) a violation of Section 551 of the Michigan Nonprofit Corporation Act, which section relates to the making of an improper dividend or distribution; (d) an intentional criminal act; (e) or a liability imposed under

Section 497(a) of the Michigan Nonprofit Corporation Act which refers to costs imposed by a Unit. In the event the Michigan Nonprofit Corporation Act, P.A. 1982, No. 162, is amended after adoption of this Article to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Association shall be eliminated or limited to the fullest extent permitted by the Michigan Nonprofit Corporation Act, as so amended. Any repeal, modification or adoption of any provision in these Articles of Incorporation inconsistent with this Article shall not adversely effect any right or protection of a director of the Association existing at the time of such repeal, modification, or adoption.

ARTICLE XI

ASSOCIATION ASSUMPTION

The Association shall assume all liability to any person other than the Association or its members for all acts and omissions of a volunteer director 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 under section 3135 of the insurance code of 1956, 1956 PA 218, MCL 500.3135.

ARTICLE XII

INDEMNITY

The Association will indemnify a 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, by reason of the fact that the person is or was a director or officer of the Association, or is or was serving at the request of the Association as a director, officer, partner, or trustee of another corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not, against expenses, including attorneys' fees, judgments, fines, penalties, or amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit, or proceeding 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 Association or its members, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or plea of nolo contendere or its equivalent, will not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interest of the Association or its members, or, with respect to any criminal action or proceeding, had reasonable cause to believe that the conduct was unlawful.

ARTICLE XIII

COMPROMISE OR ARRANGEMENT

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 of the Association, or on application of a receiver appointed for the Association, may order a meeting of the creditors or class of

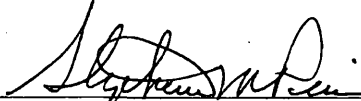
creditors or of the members or class of members to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing seventy-five percent (75%) in value of the creditors or class of creditors, or of the members or class of members to be affected by the proposed compromise or arrangement or reorganization, agree to a compromise or arrangement or reorganization of this Association as a consequence of the compromise or arrangement, the compromise or arrangement and the organization, 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 of the members or class of members and also on this Association.

ARTICLE XIV

AMENDMENT

These Articles may be amended by the affirmative vote of not less than two-thirds of the members of the Association; provided, that in no event will any amendment make changes in the qualifications for membership or the voting rights of members without the unanimous consent of the membership. Amendments may be made by the Board of Directors with the consent of a majority of the members to achieve compliance with the laws of the State of Michigan or with ordinances, rules, interpretations or orders of any government body or agency or any court of competent jurisdiction.

The incorporator signs his name this 4th day of February, 2020.



Stephen M. Price

Prepared by:
Stephen M. Price
McShane & Bowie, P.L.C.
99 Monroe Avenue, N.W., Suite 1100
Grand Rapids, Michigan 49503
(616) 732-5000

Please Return to Preparer