

ARTICLES OF INCORPORATION OF NORTH FAIRVIEW FARMS  
HOMEOWNERS ASSOCIATION

**ARTICLE I**

The name of the corporation is North Fairview Farms Homeowners Association hereinafter called the Association.

**ARTICLE II**

**PURPOSE AND POWERS OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation, and architectural control of the residence lots and Common Area and to promote the health, safety, and welfare of its residents and for this purpose may:

(a) exercise all of the powers and privileges and perform all of the duties and obligations of the Association, as set forth in that certain Declaration of Covenants, Conditions, and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded in the Office of the Register of Deeds for the County of Oakland, State of Michigan, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

(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;

(d) borrow money, and with the assent of two-thirds (2/3) of its members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell, or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of its members, agreeing to such dedication, sale, or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area,

provided that any such merger, consolidation, or annexation shall have the assent of two-thirds (2/3) of its members;

(g) have and exercise any and all powers, rights, and privileges which a corporation organized under the Non-profit Corporation Law of the State of Michigan by law may now or hereafter have or exercise.

### **ARTICLE III**

#### **MEMBERSHIP**

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

### **ARTICLE IV**

#### **BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board of from five (5) to nine (9) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Association. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years, and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

### **ARTICLE V**

#### **DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of its members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust, or other organization to be devoted to such similar purposes.

### **ARTICLE VI**

#### **DURATION**

The corporation shall exist perpetually.

## **ARTICLE VII**

### **AMENDMENTS**

Amendment of these Articles shall require the assent of 75 percent (75%) of the entire membership.

## **ARTICLE VIII**

### **BYLAWS**

The Bylaws of this Association may be altered, amended, or new Bylaws adopted, at any regular or special meeting of the Members, by a vote of seventy-five percent (75%) of a quorum of Members present in person or by proxy.

## **ARTICLE IX**

The Association is organized upon a non-stock basis and is to be financed by annual dues from the members in an amount required to perform the function and purpose of the Association.

These abridged Articles of Incorporation have been prepared as of December 1, 1990.