

BY-LAWS

HERON BAY

HERON BAY SUBDIVISION HOMEOWNERS ASSOCIATIONARTICLE INAME AND LOCATION

The name of the corporation is Heron Bay Subdivision Homeowners Association, hereinafter referred to as the "Association." The principal office of the corporation shall be located at Suite 400, 27400 Northwestern Highway, Southfield, Michigan 48034, or at such other place as may be established by the Board of Directors. Meetings of members and directors may be held at such places within the State of Michigan, County of Oakland, as may be designated by the Board of Directors.

ARTICLE II

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DEFINITIONS

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Section 1. "Association" shall mean the Heron Bay Subdivision Homeowners Association, a Michigan non-profit corporation, its successors and assigns.

Section 2. The "Declaration" shall mean the Declaration of Restrictions, Conditions and Covenants for Heron Bay Subdivision recorded in Liber 9180, Pages 540 et seq., Oakland County Records, as the same has been amended or supplemented by the First Amendment thereto of even date, and as the same may be further amended or supplemented pursuant to the terms thereof.

Section 3. The "Subdivision" shall mean Heron Bay Subdivision, Township of Bloomfield, Oakland County, Michigan, according to the plat thereof recorded in Liber 186 of Plats, Pages 27 et seq., Oakland County Records. 33.00

Section 4. "Lot" shall mean a lot within the Subdivision.

Section 5. "Declarants" shall mean David V. Johnson, Victor International Corporation and Cohen Development Corporation, Inc.

Section 6. "Developer" shall have the same meaning as specified in the Declaration.

Section 7. "Lot owner" shall mean the beneficial owner(s) of a Lot, irrespective of whether such Lot is acquired by deed, land contract or otherwise (i.e., the holder of fee simple title or, if the Lot is sold on land contract, the vendee(s) under the land contract).

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Section 8. "Articles of Incorporation" shall mean the Articles of Incorporation for Heron Bay Subdivision Homeowners Association filed with the Michigan Department of Commerce on September 5, 1989.

ARTICLE III

PURPOSES

The purposes of the Association are set forth in its Articles of Incorporation.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS OF MEMBERS

Section 1. The Developer and Lot owners of the Subdivision shall be members of the Association. No other persons or entities shall be entitled to membership. The Developer may resign as a member of the Association upon written notice to the Association.

Section 2. The separate share of a member in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner, except automatically to a purchaser of a Lot in the Subdivision. In no event shall a member have a right to a distribution or return of any funds or assets of the Association, except with respect to overpayments made by the member of dues or assessments levied by the Association.

Section 3. (a) There shall be three classes of membership in the Association. Class A membership shall be voting, and the Developer shall be the only Class A member. Class B membership shall be non-voting until the time specified in subparagraph (b) below. Except as provided below each owner of a Lot shall be a Class B member, and voting by the members of such Class shall be on a one vote per Lot basis (i.e., each Lot is entitled to one vote, irrespective of how many people own the Lot and hence are members of the Association). Class C membership in the Association shall be non-voting and shall consist of any member who does not occupy a dwelling at the time the Class B membership acquires voting rights (i.e., at the time specified below). A Class C member shall become a Class B member upon occupying a dwelling on a Lot.

(b) The only voting class of membership in the Association shall be Class A (i.e., the Developer shall have the sole vote in the Association, and the consequent right to appoint the Board of Directors), until such time as twenty-five (25) Lots have occupied dwellings on them or at such earlier

time as is designated in writing by the Developer as the date Class B members shall have the right to vote in the Association. When twenty-five (25) lots in the Subdivision have occupied dwellings on them, or at such earlier time as the Developer may specify in writing as aforesaid, Class B members of the Association shall have the voting rights specified in the above paragraph. Thereafter, the Board of Directors of the Association shall be elected by the combined vote of Class A and Class B members; however, voting as to all other matters shall be by class, and for the Association to take any other action it will be necessary for both Class A and Class B (but not Class C) members to approve the same by the applicable majority or super-majority requirements established in the Articles of Incorporation and Bylaws of the Association.

Section 4. If more than one person owns a Lot, collectively they shall be entitled to but one vote with respect to such Lot, and they shall upon request designate in the records of the Association the individual authorized to cast such vote.

Section 5. Votes may be cast in person, by proxy or by absentee ballot. Absentee ballots must be cast with respect to specific questions of which the notice required by these Bylaws is given prior to a particular meeting, and any such ballots must be filed with the secretary of the Association at or before the appointed time of such meeting.

Section 6. A majority shall consist of more than fifty percent (50%) of the votes of those members present in person or by proxy (or absentee ballot, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein or in the Articles of Incorporation, action by the members of the Association may be required to exceed the majority described in the preceding sentence; otherwise, the members shall act by the majority specified above.

ARTICLE V

MEETING OF MEMBERS

Section 1. Annual Meetings - The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of eight o'clock P.M., or at such other time as may be specified by the Board of Directors; provided such date must be within ten (10) days of the date the meeting would have been held but for the action of the Board of Directors. If the day for the annual

meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meeting - Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of eight (8) or more members.

Section 3. Regular Meetings - In addition to the annual meetings, regular meetings of the members may be held at such times and places as shall be determined from time to time by the Board of Directors.

Section 4. Notice of Meeting - Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each member entitled to vote thereat, addressed to the member's address appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum - The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-quarter (1/4) of the eligible votes of the total membership in each Class entitled to vote at the meeting shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

ARTICLE VI

BOARD OF DIRECTORS

Section 1. Number - The affairs of the Association shall be managed by a Board of Directors of not less than three (3) members and not more than five (5) members; provided, the Board of Directors may contain between one (1) and five (5) members at anytime until Class B members become eligible to vote pursuant to Section 3(b) of Article IV above. At the first annual meeting held after Class B members become eligible to vote pursuant to Section 3(b) of Article IV above, the Board of Directors shall be elected by a combined vote of the Class A and Class B members. Prior to such time the Board of Directors shall be elected by the Class A member.

Section 2. Term of Office - The first Board of Directors shall serve for a term of three (3) years or such other shorter term as may be determined by the Class A member. Thereafter, the members of the Board of Directors shall serve for a term of two (2) years, unless earlier removed as provided below.

Section 3. Removal - Any director may be removed from the Board, with or without cause, by a majority vote of the member(s) of the Association who were eligible to vote for the directors at the meeting at which the director was elected.

Section 4. Vacancies - In the event of death, resignation or removal of a director, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor; provided, if there are no remaining members of the Board the successor shall be chosen by a majority vote of the member(s) of the Association who were eligible to vote for the directors at the meeting at which the director was elected. Any successor director so selected or elected shall hold office until the next election of directors.

Section 5. Compensation - No director shall receive compensation for any service he or she may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his or her duties.

Section 6. Action Taken Without a Meeting - The directors shall have the right to take any action in the absence of a meeting which they could have taken at a meeting, by obtaining the written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VII

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination - Nomination for election to the Board of Directors shall be made at the annual meeting by the Developer or by members of the Association eligible to vote.

Section 2. Requirements - To be nominated for the position of director by a member of the Association other than the Developer, the nominee must be a Lot owner who is a member in good standing of the Association. The Developer may nominate one or more persons for the position of Director who are not Lot owners or members of the Association.

Section 3. Election - Election to the Board of Directors by the Class B members shall be by secret written ballot. Election to the Board of Directors by the Class A member may be by secret written ballot or other means specified by such member. At any election at which Class B members are entitled to vote, the members or their proxies may cast one in respect to each vacancy. The persons receiving the largest number of votes for each vacancy shall be elected. Cumulative voting is not permitted.

ARTICLE VIII

MEETINGS OF DIRECTORS

Section 1. Regular Meeting - Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should the meeting fall upon a legal holiday, the meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings - Special meetings of the Board of Directors shall be held when called by the President or any officer of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum - A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act or decision of the Board.

ARTICLE IX

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers - Subject always to the terms and conditions of the Declaration and the Developer's rights and powers thereunder, the Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Access Roads and the amenities referred to in Article VI of the Declaration provided the same are approved by the Declarants and are authorized under the Joint Maintenance Agreement, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

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(b) Suspend the voting rights and limit the use of the Access Roads of a member during any period in which such member shall be in default for more than thirty (30) days in the payment of any assessment levied by the Association;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not specifically reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) Employ a manager, independent contractors, professionals and such other employees, agents or consultants as the Board deems necessary to accomplish the purposes or duties of the Association, and to prescribe their duties and compensation; and

(f) Negotiate and approve the Joint Maintenance Agreement.

Section 2. Duties - The Board of Directors shall use good faith efforts to cause the Association to:

(a) Cause to be kept a complete record of all its acts and corporate affairs, as well as a record of current Lot owners, and to present a statement thereof to the members at the annual meeting of the members, or at a duly called special meeting when such statement is requested;

(b) Supervise all officers, agents and employees of this Association, and see that their duties are properly performed;

(c) As more fully provided in the Declaration:

(1) Assess and collect dues, fees or other charges to every Lot owner, except as provided below. The dues, fees or other charges shall be in amounts reasonably sufficient to permit the Association to discharge its responsibilities, liabilities or prerogatives as provided in this Article and the Articles of Incorporation. It is contemplated that such dues, fees or charges generally shall be levied on a monthly basis, although the Association may levy special assessments to fund extraordinary expenses or to make up for shortfalls in the monthly dues, fees or other charges, when the same become apparent. If any required payment of dues, fees or other charges is not paid within thirty (30) days

after the date the same is due, a late charge equal to eight (8%) percent of the payment so overdue shall be assessed. In addition, the Lot owner shall be assessed interest on overdue payments. Such interest shall accrue at seven (7%) percent from the date the payment is due but shall be waived if payment is received within thirty (30) days of the date due. All dues, fees, charges, late charges and accrued interest shall constitute a lien on any Lot(s) owned by any person responsible for the payment of the same, and the Developer, the Declarants or the Association, as the case may be, may enforce the lien by recording appropriate instruments confirming the existence of the lien and/or by foreclosing the lien by appropriate legal action. In such legal action a court of competent jurisdiction shall be empowered to order a sale of any Lot(s) subject to the lien in order to satisfy the lien. Notwithstanding the foregoing, the lien shall be subordinate and junior to the lien of any first mortgage securing a loan for the acquisition or improvement of any Lot.

(2) Charge and assess the same dues to each Lot, irrespective of the size of the Lot and irrespective of whether or not the Lot has or doesn't have lake frontage or lake access. The dues shall be payable by the Lot owner whether or not the Lot owner resides in the Subdivision or has constructed a dwelling on his or her Lot. Notwithstanding the foregoing, at such time as two-thirds (2/3rds) of the aggregate number of Lots in the Subdivision have been sold by the Declarants or any of them, no dues, fees or other charges shall be payable to the Association with respect to any Lots owned by the Declarants or any of them. Instead, the financial needs of the Association shall be met by the dues, fees or other charges assessed on the remaining Lots. Notwithstanding the foregoing, at such time as the Declarants or any of them sells or otherwise transfers a Lot to an unrelated third party, the Association shall levy fees with respect to such Lot;

(d) Send written notice of the assessment of dues, fees or other charges to every member subject thereto;

(e) Collect all assessments and enforce and foreclose the lien against any Lot owned by a Lot owner who is not paying his or her assessments, or bring an action at law against the Lot Owner obligated to pay the same;

(f) To the extent the same is not provided for in the Joint Maintenance Agreement, to have contractors plow, sweep, salt and otherwise keep clear Heron Road to such point as it becomes or extends into a public road, and furthermore to repair, maintain, repave or replace the Road, all to the end that the Road is maintained in an attractive and reasonably good condition;

(g) Retain or employ guards or a guard service to man the gatehouse continuously on a twenty-four (24) hour per day, three hundred sixty-five (365) day per year basis and to maintain, repair and ultimately replace the gatehouse, all to the end that the gatehouse provides suitable facilities for the guards stationed there and is maintained in an attractive and orderly fashion;

(h) Maintain, repair and (when necessary) replace the fence referred to in Article VI, Paragraph 3 of the Declaration, all to the end that such fence is maintained in an attractive and reasonably proper condition;

(i) Fertilize, seed, weed, spray, garden and otherwise maintain the landscaping referred to in Article VI, Paragraph 3 of the Declaration, all to the end that such are maintained in an attractive and reasonably proper condition;

(j) Engage the services of a reputable trash removal service to pick up trash, garbage and other refuse from Lots in the Subdivision. The Association shall engage such service at its own expense;

(k) Engage the services of a reputable security company to monitor and maintain the alarm system and other security devices for the Subdivision and Lots therein;

(l) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of any such certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(m) Procure and maintain liability insurance with respect to the Road in such amounts as the Board of Directors determines to be appropriate, but in no event less than five million (\$5,000,000) dollars per occurrence, and to procure and maintain adequate liability and hazard insurance on all other property owned by the Association or with respect to other Association matters. The Developer and the other Declarants shall be named insureds under all such liability insurance coverages;

(n) Cause all officers or employees to be bonded, as the Board may deem appropriate;

(o) Establish the terms and conditions for use by members of the Nature Reserve Area, and to enforce the same to the extent deemed appropriate by the Board;

(p) Perform such other acts or accomplish such other purposes as may be reasonably necessary to improve the appearance, atmosphere or pleasantness of the Subdivision as a first-class luxury single-family subdivision; and

(q) To exercise for the Association all powers, duties and authority vested in or delegated to the Association.

ARTICLE X

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices - The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officer - The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members and shall be by majority vote of the directors.

Section 3. Term - The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, die or be removed, or otherwise disqualified to serve.

Section 4. Special Appointments - The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal - Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies - A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices - The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other

offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties - The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and perform such other duties as may be required by the Board.

Treasurer

(d) The Treasurer or management agent duly appointed by the Board of Directors shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board; shall sign all checks and promissory notes of the Association, provided same shall also be signed by the President or Vice-President; keep proper books of account; cause an annual audit of the Association books to be made by an accountant at the completion of each fiscal year, if requested to do so by the Board or any ten members of the Association; and prepare an annual budget and a statement at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE XICOMMITTEES

The Board of Directors (or the Developer, if the power to appoint the members thereof has not been assigned to the Association pursuant to the terms of the Declaration) shall appoint the members of the Architectural Control Committee for the Subdivision, as provided in the Declaration. The Committee shall have the power to approve or refuse to approve plans, specifications, drawings, elevations or other matters with respect to the construction or location of any dwelling, fence, wall, hedge or other structure on any Lot in the Subdivision, and such other powers as are provided for in Articles II and VI of the Declaration.

ARTICLE XIIBOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIIIPROXIES

Section 1. At all meetings of members, each member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the member of his or her Lot.

ARTICLE XIVINDEMNITY

The enumeration of the powers and duties of the Board of Directors and the officers as set forth in Article IX and Article X above are intended to set forth the authority of such persons to act, and are not intended to create contractual or other obligations on the part of such persons to actually

accomplish the purposes and the duties set forth above. In no event shall a director or officer of the Association have liability for any personal injury, death or property damage arising out of the actual or claimed breach of any power or duty specified above, except to the extent such person is finally judged to have been grossly negligent or to have acted in bad faith in the performance of his or her duties, and then only to the extent permitted by the Articles of Incorporation. To the fullest extent permitted by law, the Association shall indemnify each person made or threatened to be made a party to any civil action or proceeding by reason of the fact he or she, or his or her testator or intestate, is or was a director, officer or managerial employee of the Association 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 that the conduct was unlawful. However, if the action is by or in the right of the Association, indemnification shall not be made for a claim, issue or matter in which the person has been found liable to the Association unless and only to the extent that the court in which the action or suit was brought has determined in view of all the circumstances that the person is fairly and reasonably entitled to indemnification for expenses which the court considers proper.

ARTICLE XV

CORPORATE SEAL

At the direction of the Board of Directors, the Association shall have a seal in circular form having within its circumference the words: HERON BAY SUBDIVISION HOMEOWNERS ASSOCIATION.

ARTICLE XVI

AMENDMENTS

Section 1. These Bylaws may be amended as set forth below; provided that those provisions of these Bylaws which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the Declaration may not be amended except as provided in the Declaration. Notwithstanding anything contained herein, the Developer reserves the right to amend or modify these Bylaws, at its sole discretion, until the time specified in Article V, paragraph 4 of the Declaration (i.e., the time at which Class B members acquire voting rights).

These Bylaws may be amended at any time after the time specified in Article IV, Section 3 above, provided that the amendment receives the affirmative vote of eighty-two (82%) percent of each class of the Association members entitled to vote, and further provided that no such amendment may:

(a) Eliminate the eligibility of any Lot owner to vote, or change the basis for voting;

(b) Purport to have any retroactive effect;

(c) Change the super-majority (i.e., 82%) voting requirement, or the restrictions on amendments, which are contained in this paragraph;

(d) Affect or diminish any obligation, responsibility or liability of the Association which is established in the Declaration, as such may be amended, or in any contract or agreement contemplated by the Declaration, as such may be amended (including without limitation the Joint Maintenance Agreement contemplated in Article VI of the Declaration);

(e) Enlarge, expand, limit or eliminate the rights to use or enjoy the Nature Reserve Area as specified and defined in the Declaration.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the provisions of the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and the Articles of Incorporation or these Bylaws, the provisions of the Declaration shall control.

ARTICLE XVII

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, the undersigned, being the sole director of HERON BAY SUBDIVISION HOMEOWNERS ASSOCIATION, has

set his hand this 5 day of September, 1989.

Witnessed:

Mark E. Hubbard
Mark E. Hubbard

David V. Johnson
David V. Johnson

Nancy A. Peterson
Nancy A. Peterson

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me
this 5 day of September, 1989 by David V. Johnson.

NANCY A. PETERSON
Notary Public, Oakland County, MI
My Commission Expires Aug. 26, 1992

Nancy A. Peterson
Notary Public, Oakland County,
Michigan
My Commission Expires: _____

Drafted by and when recorded
return to:

Cameron H. Piggott, Esq.
Dykema, Gossett, Spencer, Goodnow & Trigg
35th Floor
400 Renaissance Center
Detroit, Michigan 48243

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06/28/89

STATEMENT OF ORGANIZATION
OF
HERON BAY SUBDIVISION HOMEOWNERS ASSOCIATION

The undersigned Incorporators of Heron Bay Subdivision Homeowners Association, a Michigan nonprofit corporation (the "Corporation"), sign this Statement of Organization pursuant to Section 223 of the Michigan Nonprofit Corporation Act to set forth action taken as follows:

1. The Articles of Incorporation of the Corporation were filed with the Michigan Department of Commerce on September 5, 1989, and the corporate reference number assigned by the Michigan Department of Commerce to this Corporation is 847-189.

2. The Bylaws annexed hereto as Exhibit A are hereby adopted as the Bylaws of the Corporation.

3. David V. Johnson is hereby elected as the sole member of the Board of Directors of the Corporation, to hold office until the first annual meeting of the members of the Corporation and until his successors are elected and qualified or until his resignation or removal.

This Statement of Organization is signed at Southfield, Michigan, as of September 5, 1989.

WITNESSED:
(As to All Incorporators)

Mark E. Hubbard
Mark E. Hubbard
Nancy A. Peterson
Nancy A. Peterson

X David V. Johnson
DAVID V. JOHNSON

VICTOR INTERNATIONAL CORPORATION,
a Michigan corporation

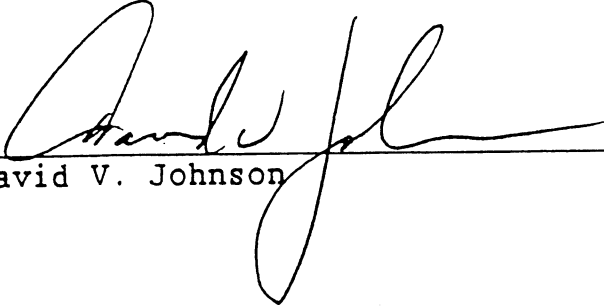
By: X David V. Johnson
Its: Chairman of the Board

COHEN DEVELOPMENT CORPORATION,
INC., a Michigan corporation

By: Maurice Cohen
Its President

FURTHER RESOLVED, that the Corporation is authorized and empowered to enter into a Joint Maintenance Agreement with Maple Associates, Inc., a Michigan corporation, a copy of which Agreement is attached as Exhibit C.

This consent is executed as of the 5 day
of September, 1989.



David V. Johnson

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06/28/89