

ARTICLES OF INCORPORATION

OF

CAMP MADRON CONDOMINIUM ASSOCIATION

These Articles of Incorporation are signed and acknowledged by the Incorporator for the purpose of forming a non-profit corporation under the provisions of Act No. 162 of the Public Acts of 1982, as amended (the "Act"), as follows:

ARTICLE I

The name of the Corporation is CAMP MADRON CONDOMINIUM ASSOCIATION (hereinafter referred to as the "Corporation" or the "Association").

ARTICLE II

The purposes for which the Corporation is formed are as follows:

(a) To manage and administer the affairs of and to maintain Camp Madron Condominiums, a condominium development (hereinafter called the "Condominium");

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

(c) To maintain the Common Elements and such other assets and improvements as the Association may deem appropriate and to rebuild and/or repair same after casualty;

(d) To assist in the management, administration, operation, and maintenance of the Association and the Condominium property owned by or under the authority of the Association;

(e) To make and enforce reasonable regulations concerning the use and enjoyment of the Condominium;

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

(g) To enforce the provisions of the Master Deed and By-Laws of the Condominium and of these Articles of Incorporation and such By-Laws and Rules and Regulations of the Corporation as may hereafter be adopted;

(h) To do anything required of or permitted as provided by the Master Deed and By-Laws of the Condominium, these Articles of Incorporation, any By-Laws of the Corporation, or by the Act, as any of said items shall from time to time be amended.

(i) In general, to enter into any kind of activity; and 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 Condominium and to the accomplishment of any of the purposes thereof.

ARTICLE III

Location of the first registered office is: Suite 800, 171 Monroe Avenue, N.W., Grand Rapids, Michigan 49503.

Post office address of the first registered office is: Suite 800, 171 Monroe Avenue, N.W., Grand Rapids, Michigan 49503.

ARTICLE IV

The name of the first resident agent is William K. Van't Hof.

ARTICLE V

The Corporation is organized upon a non-stock basis.

The amount of assets which the Corporation possesses is: -

Real Property:	None
Personal Property:	None

The Corporation is to be financed under the following general plan:

Assessment of members and with initial contributions by Developer, Camp Madron Limited Partnership.

ARTICLE VI

The name and place of business of the sole incorporator are as follows:

Camp Madron Limited Partnership	814 North Franklin Street Chicago, Illinois 60610
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ARTICLE VII

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

Tem Horwitz

814 North Franklin Street
Chicago, Illinois 60610

Mary T. White

814 North Franklin Street
Chicago, Illinois 60610

Alan Goldman

814 North Franklin Street
Chicago, Illinois 60610

ARTICLE VIII

The term of corporate existence is perpetual.

ARTICLE IX

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 individual Owner of a Unit, or one Co-Owner designated in writing to the secretary of the Corporation by all Co-Owners of a Unit in the Condominium, shall be a member of the Corporation and no other person or entity shall be entitled to membership; except that the subscribers hereto shall be members of the Corporation until such time as their membership shall terminate, as hereinafter provided.

(b) Membership in the Corporation shall be established by acquisition of fee simple title to a Unit in the Condominium and by recording with the Register of Deeds in Berrien County a deed or other instrument establishing such record title and the furnishing of evidence of same satisfactory to the Corporation. Upon any member ceasing to hold such fee simple title to a Unit in the Condominium, his or her membership in the Corporation shall be terminated and any new Owner or designated Co-Owner shall become a member of the Corporation in his or her place by subsequently acquiring such fee simple title to a Unit in the Condominium.

(c) 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 his Unit in the Condominium.

(d) Voting by members shall be in accordance with the provisions of the By-Laws of the Corporation and the Master Deed and By-Laws of the Condominium.

ARTICLE X

The members of the Board shall be volunteer directors within the meaning of Act 170 of the Public Acts of 1987. A volunteer director shall not be personally liable to the Corporation or to its members for monetary damages for a breach of the director's fiduciary duty arising under applicable law. However, this Article shall not eliminate or limit the liability of a director for any of the following:

(a) a breach of the director's duty of loyalty to the Corporation or its members;

(b) acts or omissions not in good faith or that involve intentional misconduct or knowing violation of law;

(c) a violation of Section 551(1) of the Michigan Non-profit Corporation Act;

(d) a transaction from which the director derived an improper personal benefit;

(e) an act or omission that is grossly negligent; or

(f) an act or omission occurring before the date on which this document is filed.

A volunteer director shall only be personally liable for monetary damages for a breach of fiduciary duty as a director to the Corporation and its members to the extent set forth in this Article X. Any repeal or modification of this Article shall not adversely affect any right or protection of any volunteer director existing at the time of, or for or with respect to, any acts or omissions occurring before such repeal or modification.

Signed this _____ of _____, 1988.

CAMP MADRON LIMITED PARTNERSHIP

By: Horwitz Matthews, Inc.,
General Partner

By: _____
Tem Horwitz, President

Prepared by and Returned
To After Filing To:
Merle Teitelbaum Cowin
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