

DISCLOSURE STATEMENT
THE MANORS OF WESTLAKE

Oxford Township
Oakland County, Michigan

DEVELOPER

WESTLAKE OF WATERSTONE, L.L.C.
48635 Van Dyke, Utica, Michigan 48317

The Manors of Westlake is a 68-Unit residential Condominium Project that may be reduced in size to a minimum of 2 Units within a period ending no later than 6 years from the date of recording of the Master Deed.

THIS DISCLOSURE STATEMENT IS NOT A SUBSTITUTE FOR THE MASTER DEED, THE CONDOMINIUM BUYER'S HANDBOOK OR OTHER APPLICABLE LEGAL DOCUMENTS AND BUYERS SHOULD READ ALL SUCH DOCUMENTS TO FULLY ACQUAINT THEMSELVES WITH THE PROJECT AND THEIR RIGHTS AND RESPONSIBILITIES RELATING THERETO.

IT IS RECOMMENDED THAT PROFESSIONAL ASSISTANCE BE SOUGHT PRIOR TO PURCHASING A CONDOMINIUM UNIT.

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DISCLOSURE STATEMENT THE MANORS OF WESTLAKE

I. Introduction

Condominium development in Michigan is governed by Act 59 of the Michigan Public Acts of 1978, as amended (the "Condominium Act").

This Disclosure Statement, together with copies of the legal documents required for the creation and operation of the project, are furnished to each purchaser pursuant to the requirement of Michigan law that the Developer of a condominium project disclose to prospective purchasers the characteristics of the condominium units which are offered for sale.

II. The Condominium Concept

Condominium is a form of real property. A condominium unit has the same legal attributes as any other form of real property under Michigan law and may be sold, mortgaged or leased, subject only to such restrictions as are contained in the condominium documents or as otherwise may be applicable to property.

Each owner receives a deed to his individual condominium unit. Each owner owns, in addition to his unit, an undivided interest in the common facilities ("common elements") which comprise the project.

The project is administered generally by a non-profit corporation of which all owners are members (the "Association"). The nature and duties of the Association are described more fully in Section VI of this Disclosure Statement.

Except for the year in which the project is established, real property taxes and assessments are levied individually against each unit in the project. The separate taxes and assessments cover the unit and its proportionate share of the common elements. No taxes or assessments are levied independently against the common elements, if any. In the year in which the project is established the taxes and assessments for the units covered by the Master Deed are billed to the Association and are paid by the owners of such units in proportion to the percentages of value assigned to the units owned by them.

Although the foregoing is generally accurate as applied to most residential condominium developments, the details of each development may vary substantially. Accordingly, each purchaser is urged to carefully review the Master Deed, Condominium Bylaws and Condominium Subdivision Plans as well as any other documents that have been delivered to the purchaser in connection with this development. Any purchaser having questions pertaining to the legal aspects of the project is advised to consult his own lawyer or other professional advisor.

Each condominium unit in The Manors of Westlake consists only of the area described on

the Condominium Subdivision Plan and each owner holds an absolute and undivided title to his unit and to the dwelling and other improvements located thereon. All buildings and other improvements located within the condominium unit will be maintained by and at the expense of each individual owner. Each owner in The Manors of Westlake will be responsible for placement of fire and extended coverage insurance on his Unit and the dwelling and other improvements located thereon, as well as personal property, liability and other personal insurance coverage.

III. Description of the Condominium Project

A. Size and Scope. The Manors of Westlake is a 68-Unit residential site Condominium Project that may be reduced in size to a minimum of 2 Units within a period ending no later than 6 years from the date of recording of the Master Deed. No Co-owner may construct any building, structure or other improvement or install any landscaping within the Condominium Unit or elsewhere within the Condominium Project, without the express written approval of the Developer. Each purchaser is urged to carefully and completely review Article VI, Section 3, (Architectural Control) of the Condominium Bylaws with his professional advisor in connection with his decision to purchase a unit in this Condominium Project.

B. Utilities. West Troy Meadow is served by water, sanitary sewer, natural gas, electric and telephone service. All utilities will be separately metered for payment by the individual unit owners. The costs of installing lateral connections from residential dwellings or other improvements to utility mains are required to be borne by the owners of the units within which such residential dwellings are respectively located.

C. Roads. The interior roads in The Manors of Westlake are an easement granted to the Oakland County Road Commission.

D. Reserved Rights of Developer.

(1) Contraction. The project may be reduced in size to a minimum of 2 Units within a period ending no later than 6 years from the date of recording of the Master Deed.

(2) Modification of Units. The Developer has reserved the right to modify the size, location, design or elevation of units and/or general or limited common elements, if any, by amendment to the Master Deed. Such modifications shall be in the sole discretion of the Developer without the consent of any other person.

(3) Conduct of Commercial Activities. The Developer has reserved the right to maintain on the condominium premises an office for conduct of commercial activities as it may elect together with a sales office, a business office, model units, storage areas, reasonable parking incident to the use of such areas, and such access to, from and over the condominium premises, as may be reasonable to enable development, sale and operation.

(4) Right to Amend. The Developer has reserved the right to amend the Master

Deed without approval from owners and mortgagees for the purpose of correcting errors and for any other purpose so long as the amendment would not materially alter or change the rights of an owner or mortgagee. Further, certain provisions of the Master Deed cannot be amended without Developer approval.

(5) Easements. The Developer has reserved such easements over the condominium project (including all units and common elements, if any) as may be required to perform any of the Developer's or the Association's maintenance, repair, decoration or replacement obligations.

(6) Easements for Use of Utilities. The Developer has reserved easements to utilize, tap, tie into, extend and enlarge all utility mains in the project.

(7) Convertible Areas. The Developer has reserved in Article VII of the Master Deed the right to modify the size or location of individual units and/or general common elements appurtenant to such units within the convertible areas designated therein. The Developer must exercise this right within 6 years from the date of recording of the Master Deed.

(8) General. In the condominium documents and in the Condominium Act, certain rights and powers are granted or reserved to the Developer to facilitate the development and sale of the project as a condominium, including the power to approve or disapprove a variety of proposed acts and uses and the power to secure representation on the Association Board of Directors.

IV. Legal Documentation

A. General. The Manors of Westlake was established as a condominium project pursuant to a Master Deed recorded in the Oakland County Records. The Master Deed includes the Condominium Bylaws as Exhibit A and the Condominium Subdivision Plan as Exhibit B.

B. Master Deed. The Master Deed contains the definitions of certain terms used in connection with the project, the percentage of value assigned to each unit in the project, a general description of the units and common elements, if any, included in the project and a statement regarding the relative responsibilities for maintaining the common elements.

C. Condominium Bylaws. The Condominium Bylaws contain provisions relating to the operation, management and fiscal affairs of the condominium and, in particular, set forth the provisions relating to assessments of Association members for the purpose of paying the costs of operation of the condominium project. The Bylaws contains certain restrictions upon the ownership, occupancy and use of the condominium project.

D. Condominium Subdivision Plan. The Condominium Subdivision Plan is a three-dimensional survey depicting the physical location and boundaries of each of the units in the project.

V. The Developer

A. Developer. The Developer of The Manors of Westlake is Westlake of Waterstone, L.L.C., a Michigan limited liability company, which was formed for the purpose of developing this condominium project.

B. Legal Proceedings Involving the Condominium Project or the Developer. The Developer is not presently aware of any material pending judicial or administrative proceedings involving the condominium project or the Developer.

VI. Operation and Management of the Condominium Project

A. The Condominium Association. The The Manors of Westlake Association has been incorporated as a non-profit corporation under Michigan law. The Bylaws include provisions that govern the procedural operations of the Association. The Association is governed by its Board of Directors whose initial members are designees of the Developer.

Within 120 days after conveyance of legal or equitable title to non-developer co-owners of 25% in number of the units that may be created, 1 of the 3 directors will be selected by non-developer co-owners of units; within 120 days after conveyance of legal or equitable title to non-developer co-owners of 50% in number of the units that may be created, not less than 2 of the 3 directors will be selected by non-developer co-owners of units; and 120 days after conveyance of legal or equitable title to non-developer co-owners of 75% in number of the units that may be created, the non-developer co-owners shall elect all directors, except that the Developer shall have the right to designate at least 1 director as long as it owns at least 1 unit in the project. Regardless of the number of units conveyed, 54 months after the first conveyance, non-developer co-owners may elect directors in proportion to the number of units which they own.

Within 120 days after 1/3 of the total number of units that may be created have been conveyed or 1 year from the date of the first conveyance, whichever first occurs, the Developer shall establish an advisory committee to serve as liaison between the non-developer co-owners and the Developer.

The First Annual Meeting must be held on or before the expiration of 120 days after the conveyance of legal or equitable title to non-developer co-owners of 75% in number of all units that may be created or within 54 months after conveyance of the first unit, whichever first occurs. At the First Annual Meeting, the co-owner members of the Association will elect directors, and the directors in turn shall elect officers for the Association. The Developer's voting rights are set forth in Article VIII, Section 2 of the Bylaws.

B. Percentages of Value. The percentages of value for The Manors of Westlake were computed on the basis of comparative characteristics of various units. The percentage of value for each unit is equal. Total value for the entire project is precisely 100. In Raintree Village on the Park Condominium, the percentage of value assigned to each unit determines, among other things,

the value of each co-owner's vote and his proportionate share of regular and special Association assessments, if any, and of the proceeds of administration of the project.

C. Project Finances.

(1) Budget. The Budget to operate the Association is attached to this Disclosure Statement. The initial budget for the project was formulated by the Developer and is intended to provide for the normal and reasonably predictable expenses of administration of the Association. Inasmuch as the budget necessarily must be prepared in advance, it reflects the estimates of expenses made by the Developer. To the extent that estimates prove inaccurate during actual operations and to the extent that the goods and services necessary to service the Association change in cost in the future, the budget and the expenses of the Association also will require revision. The current budget of the Association has been attached to this Disclosure Statement.

(2) Assessments. Each co-owner of a unit must contribute to the Association to defray expenses of administration. The Board of Directors may also levy special assessments in accordance with the provisions of the Declaration.

(3) Possible Additional Liability. Each purchaser is advised of the following possible liability of each co-owner under Section 58 of the Condominium Act:

If the holder of the first mortgage or other purchaser of a condominium unit obtains title to that unit by foreclosing that mortgage, the holder of the first mortgage or other purchaser is not liable for unpaid assessments which are chargeable against that unit and which had become due prior to foreclosure. These unpaid assessments are common expenses which are collectible from all unit owners including the holder of the first mortgage who has obtained title to the unit through foreclosure.

(4) Foreclosure of Lien. The Manors of Westlake Association has a lien on each unit to secure payment of the respective Association assessments. The Bylaws provide that the Associations may foreclose its lien in the same fashion that mortgages may be foreclosed by action or by advertisement under Michigan law. By closing on the purchase of a Unit, each purchaser will be deemed to have waived notice of any proceedings brought by the Associations to foreclose its lien by advertisement and notice of a hearing prior to the sale of his unit.

D. Condominium Association Management Contract. The Condominium Bylaws do not require that the Association employ a professional management agent to manage the affairs of the condominium. The Association may terminate any management agreement on the "transitional control date" or at any time within 90 days thereafter. The "transitional control date" means the date on which a Board of Directors for the Association takes office pursuant to an election in which the votes which may be cast by eligible co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

E. Insurance. Each co-owner is responsible for obtaining fire and extended coverage and

vandalism and malicious mischief insurance with respect the condominium unit and all buildings and all other improvements constructed or to be constructed within the perimeter of his condominium unit and for his personal property located therein or thereon or elsewhere on the condominium project, as well as for any other personal insurance coverage that the co-owner wishes to carry. The Association should periodically review all insurance coverage to be assured of its continued adequacy and co-owners should each do the same with respect to their personal insurance.

F. Restrictions on Ownership, Occupancy and Use. The Condominium Bylaws contains comprehensive restrictions on the use of the condominium units and the common elements. It is impossible to paraphrase these restrictions without risking the omission of some portion that may be of significance to a purchaser. Consequently, each purchaser should examine the restrictions with care to be sure that they do not infringe upon an important intended use. None of the restrictions apply to the commercial activities or signs of the Developer.

VII. Warranties

It is the Developer's intention to sell the condominium units in The Manors of Westlake to a building company who will contract with individual purchasers for the construction of a dwelling on the individual condominium units. Developer is not responsible for any warranties given by any builder in The Manors of Westlake to any subsequent Purchaser. Therefore, Developer makes no warranties as to the Units or the Common Elements of which the Condominium Project is comprised.

VIII. Detention Pond Easement. This Condominium Project drains into a certain detention pond located with Westlake of Waterstone (an adjoining platted subdivision) pursuant the right reserved in Article II of the Declaration of Covenants, Conditions and Restrictions for Westlake of Waterstone, as recorded in Liber 25854, Page 210, Oakland County Records. The Co-owners of this Condominium Project shall be subject to payment (to the Westlake of Waterstone Association) of a pro rata share of the costs of maintenance, insurance and replacement of the detention basin.

IX. Waterstone Master Community. The Manors of Westlake is part of the Waterstone Master Community. In order to provide a framework for the coordinated development of the entire Waterstone Master Community, and for the joint use, maintenance and support of designated portions thereof, the Master Declaration of Restrictions for Waterstone (the "Master Declaration") has been recorded in Liber 19581, Page 57, Oakland County Records. First Amendment to Master Declaration of Restrictions for Waterstone as recorded in Liber 20331, Page 521, Oakland County Records. First Amendment to Amended and Restated Master Declaration of Restrictions for Waterstone as recorded in Liber 20693, Page 395, Oakland County Records. Amended and Restated Master Declaration of Restrictions for Waterstone as recorded in Liber 20873, Page 51, Oakland County Records. Second Amendment to Amended and Restated Master Declaration of Restrictions for Waterstone as recorded in Liber 32716, Page 366, Oakland County Records. Third Amendment to Amended and Restated Master Declaration of Restrictions for Waterstone as recorded in Liber 37092, Page 1, Oakland County Records. Fourth Amendment to Amended and

Restated Master Declaration of Restrictions for Waterstone as recorded in Liber 37092, Page 8, Oakland County Records. Fifth Amendment to Amended and Restated Master Declaration of Restrictions for Waterstone as recorded in Liber 39356, Page 888, Oakland County Records. Sixth Amendment to Amended and Restated Master Declaration of Restrictions for Waterstone as recorded in Liber 39961, Page 23, Oakland County Records (as the same may be amended from time to time). Such Master Declaration is incorporated herein by reference and shall be binding upon all Co-owners and the Association to the extent applicable to the Condominium Project.

X. Purpose of Disclosure Statement

The Developer has prepared this Disclosure Statement in good faith, in reliance upon sources of information believed to be accurate and in an effort to disclose material facts about the project. Each purchaser is urged to engage a competent lawyer or other advisor in connection with his or her decision to purchase a unit. In accepting title to the unit in the condominium project, each purchaser shall be deemed to have waived any claim or right arising out of or relating to any immaterial defect, omission or misstatement in this Disclosure Statement.

The Michigan Department of Commerce publishes The Condominium Buyer's Handbook which the Developer has delivered to you. The Developer assumes no obligation, liability, or responsibility as to the statements contained therein or omitted from The Condominium Buyer's Handbook.

LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 07/2016

ARTICLES OF INCORPORATION

For use by DOMESTIC NONPROFIT CORPORATION

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:

THE MANORS OF WESTLAKE ASSOCIATION

ARTICLE II

The purpose or purposes for which the corporation is formed are:

- (a) To manage and administer the affairs of and to maintain The Manors of Westlake, a condominium (hereinafter called "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 carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;
- (e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance and administration of said Condominium;
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of said Condominium;
- (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 Unit in the Condominium or any other real property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;
- (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 Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and Rules and Regulations of this corporation as may hereinafter be adopted;
- (j) To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of Public Acts of 1978, as amended;
- (k) In general, 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 said Condominium and to the accomplishment of any of the purposes thereof.

ARTICLE III

The Corporation is formed upon basis.

If formed on a stock basis, the total number of shares the corporation has authority to issue is

If formed on a nonstock basis, the description and value of its real property assets are (if none, insert "none"):

None.

The description and value of its personal property assets are (if none, insert "none"):

None.

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

Assessment of members.

The Corporation is formed on a basis.

ARTICLE IV

The street address of the registered office of the corporation and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: CARL MUNACO
2. Street Address: 48635 VAN DYKE AVENUE
Apt/Suite/Other:
City: UTICA
State: MI Zip Code: 48317

3. Registered Office Mailing Address:
P.O. Box or Street Address: 48635 VAN DYKE AVENUE
Apt/Suite/Other:
City: UTICA
State: MI Zip Code: 48317

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
MARK J. ABDO	12900 HALL ROAD, 403, STERLING HEIGHTS, MI 48313 USA

Use the space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added.

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 CO-OWNER (INCLUDING THE DEVELOPER) 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 (EXCEPT WITH RESPECT TO ANY NONCO-OWNER INCORPORATORS, WHO SHALL CEASE TO BE MEMBERS UPON THE QUALIFICATION OF MEMBERSHIP OF ANY CO-OWNER) SHALL BE ESTABLISHED BY ACQUISITION OF FEE SIMPLE TITLE TO A UNIT IN THE CONDOMINIUM AND BY RECORDING WITH THE REGISTER OF DEEDS IN THE COUNTY WHERE THE CONDOMINIUM IS LOCATED, A DEED OR OTHER INSTRUMENT ESTABLISHING A CHANGE OF RECORD TITLE TO SUCH UNIT AND THE FURNISHING OF EVIDENCE OF SAME SATISFACTORY TO THE CORPORATION (EXCEPT THAT THE DEVELOPER OF THE CONDOMINIUM SHALL BECOME A MEMBER IMMEDIATELY UPON ESTABLISHMENT OF THE CONDOMINIUM) THE NEW CO-OWNER THEREBY BECOMING A MEMBER OF THE CORPORATION, AND THE MEMBERSHIP OF THE PRIOR CO OWNER THEREBY BEING TERMINATED.

(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 BYLAWS OF THIS CORPORATION.

ARTICLE VII

VOLUNTEER DIRECTORS AND VOLUNTEER OFFICERS

SECTION 1. PURSUANT TO SECTION 209(C) OF THE MICHIGAN NONPROFIT CORPORATION ACT (BEING ACT NO 162 OF THE PUBLIC ACTS OF 1982, AS AMENDED) A VOLUNTEER DIRECTOR AND VOLUNTEER OFFICER (AS DEFINED IN SECTION 110(2) OF THE MICHIGAN NONPROFIT ACT) OF THE MANORS OF WESTLAKE ASSOCIATION, IS NOT PERSONALLY LIABLE TO THE CORPORATION OR ITS MEMBERS FOR MONEY

DAMAGES FOR ANY ACTION TAKEN OR ANY FAILURE TO TAKE ANY ACTION AS A VOLUNTEER DIRECTOR OR VOLUNTEER OFFICER, EXCEPT FOR THE FOLLOWING:

(I) THE AMOUNT OF A FINANCIAL BENEFIT RECEIVED BY A VOLUNTEER DIRECTOR OR VOLUNTEER OFFICER TO WHICH HE OR SHE IS NOT ENTITLED.

(II) INTENTIONAL INFLICTION OF HARM ON THE CORPORATION, ITS SHAREHOLDERS, OR MEMBERS.

(III) A VIOLATION OF SECTION 551 OF THE MICHIGAN NONPROFIT CORPORATION ACT..

(IV) AN INTENTIONAL CRIMINAL ACT.

(V) LIABILITY IMPOSED UNDER SECTION 497(A) OF THE MICHIGAN NONPROFIT CORPORATION ACT.

SECTION 2. THE MANORS OF WESTLAKE ASSOCIATION HEREBY ASSUMES ALL LIABILITY TO ANY PERSON OTHER THAN THE CORPORATION OR ITS MEMBERS FOR ALL ACTS OR OMISSIONS OF A VOLUNTEER DIRECTOR INCURRED IN GOOD FAITH PERFORMANCE OF THE VOLUNTEER DIRECTOR'S DUTIES.

Signed this 23rd Day of July, 2021 by the incorporator(s).

Signature	Title	Title if "Other" was selected
Mark J. Abdo	Attorney In Fact	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

☐ Decline ☒ Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF INCORPORATION

for

THE MANORS OF WESTLAKE ASSOCIATION

ID Number: 802709204

received by electronic transmission on July 23, 2021 ***, is hereby endorsed.***

Filed on July 23, 2021 ***, by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 23rd day of July, 2021.

Linda Clegg

**Linda Clegg, Director
Corporations, Securities & Commercial Licensing Bureau**