

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS**  
CORPORATIONS, SECURITIES, & COMMERCIAL LICENSING BUREAU  
CORPORATIONS DIVISION  
P.O. BOX 30054  
LANSING, MICHIGAN 48909-7554

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Comments:

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU				
Date Received <b>APR 10 2024</b>		(FOR BUREAU USE ONLY)		
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Name <b>Tracy N. Danner-Bond, Esq.</b>		<div>TranInfo:1 25710217-1 04/08/24 Chk#: 5311 Amt: \$10.00 ID: 800881097</div> <div><b>FILED</b></div> <div><b>APR 16 2024</b></div> <div>EFFECTIVE DATE: ADMINISTRATOR</div>		
Address <b>37085 Grand River Ave., Ste 200</b>				
City <b>Farmington</b>	State <b>Michigan</b>			ZIP Code <b>48335</b>
CORPORATIONS DIVISION				

Pursuant to the provisions of the Michigan Nonprofit Corporation Act, being Act 162, Public Acts of 1982, as amended, the undersigned executes the following Restated Articles of Incorporation:

- 1. The present name of the Corporation is: St. Clair Terraces Association.
- 2. The identification number assigned by the Bureau is 800881097 (old 849101).
- 3. All former names of the Corporation are: Not applicable.
- 4. The filing date of the original Articles of Incorporation was: 11-28-1967.

*The following Restated Articles of Incorporation supersede the Articles of Incorporation as amended and shall be the Articles of Incorporation for the corporation:*

**ARTICLE I**  
**Name of Corporation**

The name of the Corporation is St. Clair Terraces Association (hereinafter referred to as the "Corporation"). The Corporation may also be referred to herein from time to time as "the Association".

**ARTICLE II**  
**Purpose of Corporation**

The purposes for which the Corporation is formed and the Board of Directors' powers are as follows:

- (a) To manage and administer the affairs of, and to maintain St. Clair Terraces

Condominium, a condominium originally established by Master Deed recorded on January 5, 1968 in Liber 16540, Page 490 et seq, Wayne County Register of Deeds, being Wayne County, Michigan, Condominium Subdivision Plan No. 8 and the Common Elements thereof (herein referred to as the "Condominium") as amended all in accordance with the Condominium Documents, the Michigan Condominium Act, and the Michigan Non-Profit Corporation Act;

- (b) To administer and operate the Condominium in such a manner as might be required by all applicable local, state, and federal laws, including, but not limited to, the National Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended), and the Michigan Civil Rights Act;
- (c) To levy and collect assessments or other financial obligations against and from the Members of the Corporation and others to use the proceeds thereof for the purposes of the Corporation;
- (d) To obtain and otherwise carry and maintain insurance, collect insurance proceeds and to allocate any insurance proceeds to the persons/entities, entitled, and purposes set forth in the Condominium Documents;
- (e) To reconstruct, repair, maintain and remediate, perform extraction and desiccation, the Condominium in accordance with its Amended and Restated Master Deed and Second Amended and Restated Condominium Bylaws, including any amendments after casualty;
- (f) To contract for and employ persons, firms, corporations or other agents or entities to assist in the management, operation, maintenance, repair, remediation, extraction and desiccation and administration of the Condominium;
- (g) To acquire, redeem, own, maintain, improve, buy, operate, sell, convey, assign, mortgage, hypothecate, or lease, rent or otherwise acquire and dispose of any real or personal property including any Unit in the Condominium and any easements, rights-of-way and licenses, either contiguous or not to the Condominium, on behalf of the Corporation in furtherance of any of the purposes of the Corporation;
- (h) To grant and accept any easements, rights-of-entry, rights-of-way, and licenses to, through, over and with respect to the Common Elements and Units of the Condominium on behalf of the Members of the Corporation and to dedicate to the public any portion of the Common Elements of the Condominium;
- (i) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the Corporation and to secure the same by mortgage, pledge, or other lien or security instrument or asset;
- (j) To make and enforce reasonable Rules, Regulations, Resolutions, policies and procedures concerning obligations, responsibilities, and the conduct of

all entering in, or upon, the premises and the use and enjoyment of the Condominium Community and its Members;

- (k) To enforce and amend the provisions of the Second Amended and Restated Master Deed and Second Amended and Restated Condominium Bylaws, any Rules and Regulations, Resolutions, policies and procedures that have been adopted or established to implement the Second Amended and Restated Master Deed and Second Amended and Restated Condominium Bylaws, and the Restated Articles of Incorporation for the Corporation;
- (l) To sue in all Courts, tribunals, forums, prosecute any claim and defend any and all actions brought against the Corporation, its Board Members, Officers, and Volunteers in all Courts, tribunals, and forums and to participate in all civil and criminal actions and proceedings or investigations whether judicial, administrative, arbitative, facilitation, mediation or otherwise;
- (m) To enter into agreements with any Member or public agencies or governmental entities concerning the nature and extent of administration, maintenance, use and occupancy of the Condominium;
- (n) To take any action required or permitted as the Administrator of the Condominium pursuant to the Second Amended and Restated Master Deed and Second Amended and Restated Condominium Bylaws, its Restated Articles of Incorporation, including any amendments or the Michigan Condominium Act, Act 59 of the Public Acts of 1978, MCL 559.101, et al., as amended; and the Michigan Nonprofit Corporations Act MCL 450.2101 et seq. as amended;
- (o) To assign its rights to future income, including without limitation, Member assessments or assigned or diversion of rentals of Members pursuant to Section 112(5) of the Michigan Condominium Act and the Second Amended and Restated Condominium Bylaws;
- (p) In general, to enter into any kind of activity; to make and perform any contract or agreement and to exercise all powers necessary, incidental, or convenient to the administration, management, maintenance, repair, replacement, remediation, perform extraction and desiccation and operation of the Condominium.

### **ARTICLE III**

#### **Organization and Assets**

1. The corporation is organized on a nonstock - membership basis.
2. The Corporation is to be financed under the following general plan: Assessment of Members.

#### **ARTICLE IV**

##### **Registered Agent and Registered Office**

1. The name of the Resident Agent is: Thomas Sabella
2. The street address of the registered office is: 18720 Mack Ave., Suite 220, Grosse Pointe Farms, MI 48236
3. The mailing address of the registered office is the same as above.

#### **ARTICLE V**

##### **Adoption of Restated Articles**

1. By Incorporators: Not applicable
2. These Restated Articles of Incorporation were duly adopted on the 19<sup>th</sup> day of March, 2024 in accordance with the provisions of 641 of the Act by the Members of the Association. The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

#### **ARTICLE VI**

##### **Existence**

The term of the Corporate existence is perpetual.

#### **ARTICLE VII**

##### **Membership and Voting**

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

- (a) Each Co-owner of a Unit in the Condominium shall be a Member of the Corporation and no other person or entity will be entitled to membership.
- (b) Membership in the Corporation shall be established by the acquisition of title to a Unit in the Condominium (preferably by recording with the Register of Deeds in the County of Wayne, where the Condominium is located), by a deed or other instrument establishing a change of record title to such Unit (such as land contract) and the furnishing of evidence of same satisfactory to the Corporation, the new Co-owner thereby becoming a Member of the Corporation, and the membership of the prior Co-owner thereby being terminated if absolute fee title is conveyed, but any and all obligations or indebtedness shall survive.
- (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 the Member's Unit in the Condominium.

- (d) The rights, obligations, restrictions, qualifications, eligibility and voting by Members will be in accordance with the Second Amended and Restated Condominium Bylaws, including any amendments. Notwithstanding the above, a Member qualified and entitled to vote at an election for Directors may vote, in person, by proxy, by absentee ballot, or by electronic transmission as defined by MCL 450.2106(6) or any other applicable section of the Michigan Nonprofit Corporation Act, being Act 162, Public Acts of 1982, MCL 450.2101, et al., as amended as may be established and provided by the Board of Directors for any matter.
- (e) Except as otherwise determined by the Board of Directors, a Member is not entitled to vote unless:
  - (i) The Member has timely submitted evidence of ownership and a duly executed Designated Voting Representative (D.V.R.) Form;
  - (ii) The Member is not delinquent or otherwise in default of any provisions of the Condominium Documents, directives or requirements of the Board of Directors;
  - (iii) The Member is a qualified and eligible Member as of any record date established by Board of Directors;
  - (iv) The ballot is cast by the Designated Voting Representative of record with the Association (or valid proxy thereof);
- (f) A Member may vote at a polling place designated by the Board of Directors;
- (g) Inspection of records by a Member shall be in accordance with the provisions of Second Amended and Restated Condominium Bylaws and any applicable Rules and Regulations and procedures established by the Board of Directors;
- (h) Meetings of Members or Board members and participation shall be in accordance with the provisions of the Second Amended and Restated Condominium Bylaws, as determined by the Board of Directors.

## **ARTICLE VIII**

### **Director/Officer/Volunteer Liability**

**Section 1. Claims Against Volunteers.** A volunteer Director, as defined in MCL 450.2110(2), as amended, or a volunteer Officer, is not personally liable to the Corporation or its Members for monetary damages for any action taken or any failure to take action as a volunteer Director or volunteer Officer. Unless expressly provided below, no person or entity may bring or maintain a claim for monetary damages and any such claim must be brought and maintained against the Corporation pursuant to

MCL 450.2209(1)(c). This Section does not eliminate or limit the liability of a volunteer Director or volunteer Officer for any of the following:

- (a) A breach of a volunteer Director or volunteer Officer's duty of loyalty to the Corporation or its Members;
- (b) A transaction from which a volunteer Director or volunteer Officer derived an improper personal benefit;
- (c) The amount of a financial or other benefit received by a volunteer Director or volunteer Officer which was not entitled or approved by the Board of Directors;
- (d) Intentional infliction of harm on the Corporation or its Members;
- (e) An intentional criminal act;
- (f) An act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law;
- (g) An act or omission that is grossly negligent or an intentional tort.
- (h) An act or omission occurring before the date these Restated Articles of Incorporation are filed, unless otherwise determined by the Board of Directors;
- (i) A violation of MCL 450.2551 (liability for certain Corporate actions);
- (j) Any liability imposed by MCL 450.2497(a) or any claim, suit, investigation, or proceeding asserted by the Corporation against the volunteer Director and/or volunteer Officer unless otherwise determined by the Board of Directors;

Nothing contained in this Section 1 will be construed to extend the periods for the bringing of an action under any existing statutes of limitation, nor as a waiver of any defense which may be asserted on behalf of any volunteer.

**Section 2. Assumption of Volunteer Liability.** Pursuant to MCL 450.2209(1)(e), the Corporation assumes the liability for all acts or omissions of a volunteer Director, volunteer Officer, or non-Director volunteer who is acting with the authority of the Board of Directors, occurring on or after the date of filing of these Restated Articles of Incorporation, if all of the following are met:

- (a) The volunteer was acting, or reasonably believed, was acting within the scope of their 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, or an intentional criminal act;
- (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 as provided in Section 3135 of the Insurance Code of 1956, Act 218 of the Public Acts of 1956, MCL 500.3135, et seq.;
- (f) The volunteer's conduct has not resulted in a claim, suit or proceeding asserted by the Corporation against the volunteer and the Board of Directors has determined that the Corporation should assume such liability and indemnity pursuant to the provisions of MCL 450.2562 and MCL 450.2564;
- (g) If any of the above requirements (a) through (f) is not met, then the Corporation may choose not to assume liability for any of the acts or omission of the volunteer, regardless of whether the claim, suit or proceeding is asserted by the Corporation and/or any other party or parties; and
- (h) In addition to the foregoing requirements and conditions, said assumption of liability for other non-Director and non-Officer volunteers will only occur if the Corporation has insurance coverage for said non-Director or non-Officer volunteer and the Board otherwise expressly agrees to assume the liability for a non-Director or non-Officer volunteer; and

Nothing contained in the Section 2 will be construed to extend the periods for the bringing of an action under any existing statutes of limitation, nor as a waiver of any defense which may be asserted on behalf of any volunteer.

**Section 3. Amendments to Michigan Nonprofit Corporation Act.** If, after the adoption of these Restated Articles of Incorporation, the Michigan Nonprofit Corporation Act is amended to further limit or eliminate the liability of a volunteer Director, volunteer Officer, or other non-Director and non-Officer volunteer, then a volunteer Director, volunteer Officer, or other non-Director volunteer will not be liable to the Corporation or its Members as provided in the Michigan Nonprofit Corporation Act, as amended.

**Section 4. Volunteer Liability in the Event of Amendment or Repeal of this Article.** No amendment, alteration, modification, or repeal of this Article VI will have any effect on the liability of any volunteer Director, volunteer Officer, or other volunteer of the Corporation with respect to any act or omission of such volunteer Director, volunteer Officer or other volunteer occurring prior to such amendment, alteration, modification or repeal.

**Section 5. Definition of Volunteer.** For purposes of this Article, "volunteer Director" means a Director who does not receive anything from the Corporation for serving as a Director other than reimbursement for actual, reasonable, and necessary expenses incurred by the Director in their capacity as a Director. For purposes of the Article, "non-Director volunteer" or "volunteer Officer" means an individual, other than a volunteer Director, performing services for a nonprofit corporation at the request or appointment of the Board of Directors who does not receive compensation or any other type of



consideration for the services other than reimbursement for reasonable and necessary expenses actually incurred.

## **ARTICLE IX**

### **Indemnification**

In addition to the provisions of Article VIII, the Corporation may indemnify its volunteer Directors, volunteer Officers, non-Director volunteers or agents in the following manner:

**Section 1. Individuals.** The Corporation may indemnify any 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 including all appeals (including an action, suit, investigation or proceeding by or in the right of the Corporation), by reason of the fact that such person is or was a Director, Officer, non-Director volunteer, employee or agent of the Corporation, against expenses including actual and reasonable attorneys' or other professionals' fees, judgments, decrees, fines, penalties, costs, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, investigation, or proceeding. Notwithstanding the above, a volunteer Director, volunteer Officer, non-Director volunteer, employee or agent of the Corporation will not be entitled to indemnification for any claims that were brought by the Corporation, against a volunteer Director, volunteer Officer, non-Director volunteer, except pursuant to MCL 450.2564a.

**Section 2. Determination of Right to Indemnification.** Any indemnification under Section 1 will be made by the Corporation upon the determination that indemnification of the volunteer Director, volunteer Officer, non-Director volunteer, employee or agent is proper under the circumstances.

Such determination must be made in at least one of the following manners:

- (a) By a majority vote of Directors acting at a meeting at which a quorum consisting of Directors who were not parties or threatened to be parties to such action, suit, investigation, or proceeding is present;
- (b) If the Board is unable to obtain a quorum under Subsection (a), then by majority vote of a Committee that is duly designated by the Board of Directors and that consists solely of two (2) or more Directors who are not at the time parties or threatened to be made parties to the action, suit, investigation, or proceeding;
- (c) By independent legal counsel in a written opinion. The Corporation must select counsel to prepare the opinion in one (1) of the following ways
  - (i) By the Board of Directors or a Committee of Directors in the manner described in Subsection 2(a) or (b) above.
  - (ii) If the Board of Directors is unable to obtain a quorum under Subsection 2(a) and the Board is unable to designate a committee

under Subsection 2(b) above, by the Board.

- (d) By the Members, except those that are parties or threatened to be made parties to the action, suit, investigation or proceeding;
- (e) All Directors may participate in designating a committee under Subsection 2(b) or in selecting independent legal Counsel under Subsection 2(c)(ii).
- (f) If a person is entitled to indemnification under MCL 450.2562 or a portion of expenses, including reasonable attorneys' and other professional fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount, the corporation may indemnify the person for the portion of the expenses, including reasonable attorneys' and other professional fees, judgments, penalties, fines, or amounts paid in the settlement for which the person is entitled to be indemnified.

**Section 3. Authorization of Payment of Indemnification.** The Corporation shall authorize payment of indemnification under this Article in any of the following ways:

- (a) By the Board of Directors in one (1) of the following ways:
  - (i) If there are two (2) or more Directors who are not parties or threatened to be made parties to the action, suit, investigation, or proceeding, by a majority vote of all Directors who are not parties or threatened to be made parties, a majority of whom shall constitute a quorum for this purpose;
  - (ii) By a majority of the members of a committee of two (2) or more Directors who are not parties or threatened to be made parties to the action, suit, investigation, or proceedings; or
  - (iii) If there are fewer than two (2) Directors who are not parties or threatened to be made parties to the action, suit, or proceeding, by the vote necessary for action by the Board under MCL 450.2523. All Directors may participate in authorization under this subparagraph.
- (b) By the Members, except those that are parties or threatened to be made parties to the action, suit, investigation, or proceeding may not vote on the authorization.

**Section 4. Expenses.**

- (a) Expenses of each person indemnified hereunder incurred in defending civil, criminal, administrative, or investigative action, suit, investigation, or proceeding including all appeals, or threat thereof, may be paid by the Corporation in advance of the final disposition of such action, suit, investigation, or proceeding as authorized by the Board of Directors, notwithstanding whether a disinterested quorum exists, upon receipt of an undertaking by or on behalf of the Director, Officer, or volunteer to repay such amount unless it will be determined that such person is not entitled to be indemnified by the Corporation. The undertaking will be an unlimited

general obligation of the person on whose behalf advances are made, but need not be secured.

- (b) All such assumption of liability, indemnity, and payment of all expenses for any person shall be to the extent authorized in MCL 450.2564a, 450.2564b, and 450.2564c unless such person:
  - (i) received a benefit to which they were not entitled;
  - (ii) intentionally inflicted harm on the corporation or its members;
  - (iii) violated MCL 450.2551; or
  - (iv) intentionally committed a criminal act.

**Section 5. Advance Payment of Expenses.**

- (a) The assumption of liability under Article VIII or the indemnification or advancement of expenses provided by this Article IX will not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses might be entitled as a matter of law or under the Restated Articles of Incorporation, the Second Amended and Restated Condominium Bylaws, or any contractual agreement.
- (b) The total amount of expenses for indemnification from all sources combined will not exceed the amount of actual reasonable and necessary expenses incurred by the person seeking indemnification or advancement of expenses.
- (c) The indemnification provided for in this Article will continue as to any person who has ceased to be a Director, Officer, or volunteer and will inure to the benefit of heirs, executors, and administrators but not assigns of such a person.
- (d) All persons/entities for whom liability was assumed or expenses, costs, attorneys' or other professional fees were advanced for purposes of assumption of liability pursuant to Article VIII or paid for purposes of indemnification pursuant to Article IX, shall furnish the corporation a written agreement, executed personally or on the person's behalf, to repay any and all advances or expenses or fees if it is ultimately determined that the person did not meet the standard of conduct required under the Condominium Documents.

**Section 6. Directors and Officers Liability Insurance.** The Corporation may purchase and maintain insurance on behalf of any person who is, or was, a Director, Officer, or volunteer of the Corporation, or is, or was, serving at the request of the Corporation as an unpaid, volunteer Director, Officer, or volunteer of another corporation whether nonprofit or for profit, partnership, joint venture, trust, or other enterprise against any liability asserted against said person and incurred by said person in any such capacity or arising out of their status as such, regardless of whether the Corporation would have

the power to indemnify them against such liability under the provisions of this Article or the Michigan nonprofit Corporation Act, Act 162 of 1982, MCL 450.2101, et al., as amended.

## **ARTICLE X**

### **Action without Meeting**

**Section 1. Action without Meeting – Association Meetings.** Any action which may be taken at a meeting of the Members of the Corporation, except for the election or removal of Directors, may be taken without a meeting, with or without prior notice, by written vote of the qualified and eligible Members or the proxies of the Designated Voting Representatives. With respect to notice, written votes must be solicited in the same manner as provided in the Bylaws. Any such solicitation must specify:

- (a) The percentage of consents necessary to approve the action; and
- (b) The time by which consents must be received in order to be counted.

The form of written votes must provide the opportunity to vote in writing on each matter. Approval by written vote must occur by receipt, within the time period specified in the solicitation, of a number of written votes that equals or exceeds the minimum number of votes that would be required for approval if the action were taken at a meeting at which all Members qualified, eligible and entitled to vote were present and voted. Votes may be cast in accordance with this paragraph by mail, hand delivery, electronic transmission or by facsimile or any other method, as directed by the Board of Directors.

**Section 2. Action without Meeting – Meetings of the Board of Directors.** Any action required or permitted to be taken under authorization voted at a meeting of the Board of Directors or a Committee of the Board may be taken without meeting if, before or after the action, all qualified and eligible Members of the Board then in office or of the Committee consent to the action in writing or by electronic transmission. The written consents or electronic transmissions will be filed with the minutes of the proceedings of the Board or Committee. The consent has the same effect as a vote of the Board or Committee for all purposes.

**Section 3. Notice and Conduct of Meetings.** Association meetings or Board Meetings can be noticed in person, by mail, or electronic media, remote communications or as permitted in the Second Amended and Restated Condominium Bylaws and conducted as permitted in the Second Amended and Restated Condominium Bylaws or these Restated Articles of Incorporation.

## **ARTICLE XI**

### **Removal of Directors**

At any Annual or Special Meeting of the Association duly called and held, any one (1) or more Directors may be removed with or without cause by the affirmative vote of those

Members/Co-owners who represent more than fifty (50%) percent of all Units in the Condominium (not just by more than fifty (50%) percent of the votes cast by the Members/Co-owners who may be present at the meeting in person or by proxy and entitled to vote), and a successor may then and there be elected to fill any vacancy created. Notwithstanding any other provision of the Association's governing documents which might permit the Association to take action by written ballot or written consent without a meeting, the membership shall only conduct a recall vote at an Annual or Special Meeting of the Association.

The quorum of the membership required to elect any successor of a removed Director shall be the normal quorum requirement set forth in the Bylaws. Any Director whose removal had been proposed shall be given an opportunity to be heard at the membership meeting. The vote regarding the recall shall only be conducted in person or by proxy.

## **ARTICLE XII**

### **Compromise, Arrangement, or Reorganization**

When a compromise, arrangement, or a plan of reorganization of the Corporation is proposed between the Corporation and its creditors or any class of them, or between the Corporation and its Members, a Court of equity jurisdiction in Michigan, on application of the Corporation or of a creditor or Member, or on application of a receiver appointed for the Corporation, may order a meeting of the creditors or class of creditors or of the Members to be affected by the proposed compromise or arrangement or reorganization, to be summoned in any manner as the court directs. If a majority in number represent  $\frac{3}{4}$  in value of the creditors or class of creditors, or of the Members to be affected by the proposed compromise or arrangement or reorganization, agree to a compromise or arrangement, the compromise or arrangement or reorganization, if sanctioned by the Court to which the application has been made, will be binding on all creditors or class of creditors, or on all the Members and also on the Corporation.

## **ARTICLE XIII**

### **Fair Housing Laws**

**Section 1. General.** The National Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended) and the Michigan Elliott-Larsen Civil Rights Act (Public Act 453 of 1976) generally prohibit certain types of discrimination in sale, rental, and in other housing-related transactions, based on race, color, national origin, religion, sex, sexual orientation, gender identity, familial status, and disability.

**Section 2. Administrative Responsibility.** The Association shall be responsible for administering the Condominium in full compliance with the National Fair Housing Act, the Michigan Elliott-Larsen Civil Rights Act, and any other applicable federal, state, and local fair housing laws, as well as any and all regulations and administrative rules issued pursuant thereto.

#### ARTICLE XIV

##### Amendments to Articles of Incorporation

These Restated Articles of Incorporation may be amended by the affirmative vote of a majority of the Members of the Corporation qualified, eligible, and entitled to vote.

#### ARTICLE XV

##### Enforceability

The invalidity or unenforceability of any provision of these Restated Articles of Incorporation will not affect the validity or enforceability of the remaining provisions of these Restated Articles of Incorporation.

By: Betty J. Smith  
Betty J. Smith  
Its: President, on behalf of St. Clair Terraces  
Association