

**BYLAWS
of the
PORT SUTTON COMMUNITY**

a Michigan Nonprofit Corporation

GENERAL

A. The Port Sutton Community (the *Association*) is a Michigan nonprofit domestic corporation formed on December 11, 2017 when its articles of incorporation were accepted for filing with the Michigan Department of Commerce, Corporations and Securities Bureau.

The *Association* is the successor to and incorporated version of the “Port Sutton Community Board of Representatives” (the PSCBR) which was an informal board constituted as a voluntary unincorporated association of a number of condominium associations located within the Port Sutton Community, Suttons Bay Michigan. The PSCBR was created by the assignment of *Declarant* rights under the Declaration, dated December 26, 1996, and effective January 1, 1997. The PSCBR has since 1997 and with the consent of the active condominium associations, exercised the rights of the successor *Declarant* under the *Declaration* and performed certain community governance functions as provided by the *Declaration* particularly with regard to the *Community Areas* of the *Association*.

B. Within the *Declaration* the Declarant reserved the right to assign and delegate its rights, duties and responsibilities set forth in the *Declaration*. Through the Assignment executed on December 26, 1996 and recorded on December 30, 1996 the Declarant assigned its rights, duties and responsibilities under the Declaration to the five (5) condominium associations identified in Article II, Section 2 of these Bylaws.

This assignment was made pursuant to Article V, Section (3)(b)(ii) of the *Declaration* which allowed the Declarant to assign its interests to “the condominium associations collectively of which the *Co-owners* of all dwelling Units in the Port Sutton Community may be members.” The *Declaration* in this same Section also anticipated that the Declarant could make an assignment to a nonprofit community association. All of the Declarant’s rights and interests which had been previously assigned to the PSCBR have contemporaneously with the execution of these Bylaws been assigned by the PSCBR to the Port Sutton Community, a non-profit corporation.

C. These Bylaws shall become affective only after being approved by each of the then active *Member Associations* by vote at a scheduled *Board of Representatives* meeting. A method of individual *Member Association* approval will not be proscribed in these Bylaws; each *Member Association* shall determine their method of approval.

ARTICLE I

DECLARATION & PROJECT

Section 1.1 Declaration. The term *Declaration* as used in these Bylaws means

- a) the “Declaration of Covenants, Conditions and Restrictions for the Port Sutton Community,” dated July 16, 1982, recorded in the Leelanau County Records as Liber 231, Page 578-597 inclusive, and as amended by,
- b) the (First) Supplemental Declaration recorded in Liber 245, Pages 190-198 inclusive,
- c) the Second Supplemental Declaration recorded in Liber 275, Pages 815-820 inclusive,
- d) the Third Supplemental Declaration recorded in Liber 432, Pages 568-600 inclusive,
- e) the Fourth Supplemental Declaration recorded in Liber 453, Pages 641-645 inclusive,
- f) the Fifth a Supplemental Declaration recorded in Liber 515, Pages 204-207 inclusive,
- g) the Sixth Supplemental Declarations recorded in Liber 770, Pages 940-945 inclusive, and
- h) the Sixth (sic) Supplemental Declaration recorded in Liber 1174, Pages 676-685 inclusive.

Section 1.2 Project. The term *Project* as used in these Bylaws means that property which is the subject of the *Declaration* as supplemented and as described in Exhibit “A” of the *Declaration*. There are two parcels of land described in Exhibit “A” referred to as Parcel A and Parcel B. For reference purposes only, Parcel A includes land that is located on the West side of highway M-22, while Parcel B includes land that is located on the East side of highway M-22. [Reference Addendum A which is attached to these Bylaws and is a copy of Exhibit “A” and which more particularly describes Parcel A and Parcel B.]

Section 1.3 Definitions.

- a) *Association* - means the Port Sutton Community, a non-profit Michigan corporation.
- b) *Board of Representatives* - means the Port Sutton Community Board of Representatives and is synonymous with the term *Board* as that term is defined by MCL 450.2105(5).
- c) *Community Areas* - means all real and personal property, improvements, fixtures and easements lying within the *Project* and at any time designated by the original Declarant or the *Association*, for the common use and enjoyment of the *Co-owners*.
- d) *Co-owners* - means individual unit owners who own a condominium unit which is located within the boundaries of the *Project*.

- e) *Declarant* means the Port Sutton Board of Representatives, or any future successor declarant that may be assigned in accordance with Article V, Section 3. of the *Declaration*.
- f) *Declaration* – means The Declaration of Covenants, Conditions and Restrictions for the Port Sutton Community and the First, Second, Third Fourth Fifth, Sixth and Sixth (sic) Supplemental Declarations. Reference Article I, Section 1.1 of these Bylaws.
- g) *Member Associations* - means those entities described in ARTICLE II, Section 2.1, specifically to include Bay Cliff Estates Condominium Association, Port Sutton Condominium Association, Suttons Bay Yacht Club Condominium Association and Suttons Bay Yacht Village Condominium Association. In the context of these Bylaws, *Member Association* and *Member* will be understood to have the same meaning.
- h) *Project* - means the property described in Section 1.2 above as Parcels A and B.
- i) *Representative* – means a member of the *Board of Representatives* and is synonymous with the term *Director* as that term is defined by MCL 450.2106(4). Each *Member Association* shall be entitled to have two *Representatives*, and shall designate one of those persons as their voting *Representative*.

ARTICLE II

MEMBERSHIP

Section 2.1 Members. The *Association* is formed on a membership basis as provided in the *Association's* Articles of Incorporation. Each condominium association located in the *Project* shall be eligible for membership in the *Association*. Initially, the *Member Associations* shall be

- a) Bay Cliff Estates Condominium Association (BCECA),
- b) Port Sutton Condominium Association (PSCA),
- c) Suttons Bay Yacht Club Condominium Association (SBYCCA), and
- d) Suttons Bay Yacht Village Condominium Association (SBYVCA)

all developed pursuant to and upon the land described in the *Declaration*. The four active condominium associations named above are referred to collectively in these Bylaws as the *Members*.

The *Project* has also included a fifth condominium association, the Harbor Heights Condominium Association (HHCA). As of the date of these Bylaws, the HHCA has not developed any condominium units, and HHCA was involuntarily dissolved in 2011 by the State of Michigan for non-filing of annual corporate reports. Should HHCA's dissolution be reversed, or should another association be incorporated in its place, HHCA would be eligible to be a *Member Association* in the Port Sutton Community. The *Board of Representatives* does

however, reserve the right to establish, review and approve the terms and conditions under which HHCA would become a *Member Association*. Such terms and conditions could include, but not necessarily be limited to the following.

- a) HHCA's agreement to be a co-signor of these Bylaws, without change, modification, and/or revision. Acceptance shall be by the newly formed HHCA board of directors,
- b) *Board of Representatives* right to not accept as a *Community Area* any or all properties that HHC may designate as a proposed new *Community Area*. Examples of reasons for not accepting a property would be design of property/facility, quality of construction, duplication of an already existing *Community Area*, etc.
- c) HHCA's agreement to the payment of an initial fee (if proposed by the *Board of Representatives*) that would be intended to pay for a reasonable portion of the expenses associated with the ongoing construction, repair, replacement and/or maintenance of any and all *Community Areas* that are currently located within the *Project*, and would be made available to HHCA co-owners for their use and enjoyment.

Section 2.2 Notice to Association. Each *Member Association* shall annually file a written notice with the Secretary of the *Association* naming two people, both of whom shall be a member of the *Member Association's* board of directors, to serve on the *Board of Representatives* for the upcoming year. A *Member Association* may at any time name a different person to serve on the *Board of Representatives*.

The *Member Associations* shall designate one of its Representatives as its voting Representative. The designated voting Representative will vote its *Member Association's* interests in matters that may be called for a vote. The second Representatives shall, in the absence of a *Member Association's* voting Representative, be authorized to vote on *Board of Representatives* matters, if authorized to do so in writing by the respective *Member Association*.

ARTICLE III

BOARD OF REPRESENTATIVES

Section 3.1 Representatives. The *Board of Representatives* shall be comprised of the *Members* as acting through their Representatives. Representatives shall serve without compensation, and may continue to serve without term limitation so long as they are Representatives. As the *Members* through their Representatives constitute the *Board of Representatives*, the annual meeting of members as required by MCL 450.2402 shall be satisfied by an annual meeting of the *Board of Representatives*.

Section 3.2 Powers. The *Board of Representatives* shall have the powers necessary for the administration of the affairs of the *Association*. They may perform all acts not prohibited by

statute, the Articles of Incorporation of the Association, these Bylaws, and/or those powers assigned in the *Declaration*.

Section 3.3 Duties. The *Board of Representatives* shall be responsible for those duties imposed by statute, the Articles of Incorporation of the *Association*, these Bylaws and/or those duties assigned in the *Declaration*. In addition, the *Board of Representatives* shall be responsible for the business and affairs of the *Association* which shall be managed by and under the direction of the *Board of Representatives*. Such management shall include, but not necessarily be limited to the following:

- a) To provide a single governing body for all real and personal property located within the *Project* that has been designated as *Community Areas* (see ARTICLE I, Section 3. of the *Declaration*.) The *Board of Representatives* shall maintain a current listing of all *Community Areas* – a current listing as of the adoption of these Bylaws is attached to these Bylaws [Addendum B],
- b) To manage and administer recreational facilities located within the *Project*, for the benefit and mutual enjoyment of all *Member Associations* and their respective *Co-owners*,
- c) To acquire, maintain and improve other real or personal property for the benefit and mutual enjoyment of all *Member Associations* and their respective owners,
- d) To levy and collect assessments against and from the *Member Associations* and to use the proceeds therefrom for the purposes of the *Association*,
- e) To restore, repair or rebuild the *Association's* property after the occurrence of a casualty loss,
- f) To make reasonable rules and regulations governing the use and enjoyment of the *Association's* property by *Co-owners* of the *Member Associations*, their tenants, guests, employees, invitees, families and pets, and to enforce such rules and regulations by all legal methods, including, without limitation, imposing fines, charges, or legal proceedings,
- g) To enforce the provisions of the Bylaws and the articles of incorporation of the *Association*, and to assert, defend or settle claims on behalf of the *Member Associations* with respect to the *Association*,
- h) To initiate legal action(s) on behalf of the *Association* and/or the *Member Associations*; except that the *Association* shall not have the authority to initiate any litigation proceedings without a three-quarters (75%) majority vote of the *Board of Representatives*,
- i) In general, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management and operation of the *Association*, with all powers conferred upon nonprofit corporations by the laws of the State of Michigan.

Section 3.4 Management Agent. The *Board of Representatives* may employ on behalf of the *Association* a professional management agent upon such terms and conditions as established by the *Board of Representatives*, to perform such duties and services as the *Board of Representatives* shall authorize, including but not limited to the matters listed in Section 3.3 of this Article.

Section 3.5 Fidelity Bonds. The *Board of Representatives* may require that all officers and employees of the *Association* handling or responsible for *Association* funds furnish adequate fidelity bonds. The premiums on the bonds shall be expenses of administration.

Section 3.6 Representative Removal. Any *Representative* who shall cease being a member of the board of directors of a *Member Association* must resign from the *Board of Representatives* coincidental with leaving the *Member Association* board of directors. If it is a voting *Representative* who resigns from the *Board of Representatives*, that *Member Association's* second *Representative* shall automatically vote on all matters, until such time as a new voting *Representative* is named by the respective *Member Association*.

At any regular or special meeting of the *Board of Representatives* the *Representatives* may by resolution make a request to a *Member Association* that that *Member's Representative* be replaced. Such request shall include appropriate details that describe why the request is being made. This request shall be conveyed in writing by the Secretary to the respective *Member Association*. The *Member Association* shall not, however, be required to take any formal action on the *Association's* request.

Section 3.7 Weighted Voting and Proxies Each *Member Association* shall be entitled to one vote for each developed residential condominium unit within their respective *Member Association* condominium association. The voting *Representative* shall vote as one block; they shall not be allowed to split their vote. Votes may be cast in person or by written proxy (proxies shall be governed by MCL 450.2421 as amended.) As of the date of the adoption of these Bylaws the number of votes that each *Representative* is eligible to cast on any matter is as follows:

a) Bay Cliff Estates Condominium Association:	26 Units/Votes	23.85%
b) Port Sutton Condominium Association:	10 Units/Votes	9.17%
c) Suttons Bay Yacht Club Condominium Association:	44 Units/Votes	40.37%
d) Suttons Bay Yacht Village Condominium Association:	29 Units/Votes	26.61%

Section 3.8 Quorum. The presence in person or by proxy of 75% of the voting *Representatives*, who in turn represent at least 75% of the condominium units within the *Project*

shall constitute a quorum for holding a meeting of the *Board of Representatives*, except for voting on questions specifically required by these Bylaws which may require a greater quorum.

If after the meeting is called to order the subsequent withdrawal of a *Representative(s)* leaves less than a quorum before adjournment, the remaining *Representatives* present may continue to do business until adjournment. Regardless of whether a quorum is present, a meeting may be adjourned by a vote of the *Representatives* present.

Section 3.9 Eligibility to Vote. No *Representative* shall be allowed to vote or to serve as a *Representative* unless that individual is a property *Co-owner* within the *Project*, a member of the *Member Association's* board of directors, and a member in good standing of the *Member Association* in which they own their unit.

Section 3.10 Majority. A majority, shall consist of more than 50% of the condominium units represented by Members present in person or by proxy (or written vote, if applicable) at a meeting of the *Board of Representatives*.

Section 3.11 Standard of Care. Each *Representative* shall discharge his or her duties as a *Representative* (or officer) in good faith, with the care an ordinary prudent person in a like position would exercise under similar circumstances and in a manner that he or she reasonably believes is in the best interests of the *Association*. In discharging his or her duties, the *Representative* (or officer) is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:

- a) One or more *Representatives*, officers or employees of the *Association* whom the *Representative* reasonably believes to be reliable and competent in the matters presented,
- b) Legal counsel, public accountants, engineers, or other person as to matters the *Representative* reasonably believes are within the person's professional or expert competence,
- c) A committee of the *Board of Representatives* of which he or she is not a member if the *Representative* reasonably believes that the committee merits confidence.

ARTICLE IV

MEETINGS OF THE REPRESENTATIVES

Section 4.1 Place of Meeting. Meetings of the *Board of Representatives* shall be held at a suitable place convenient to the *Representatives* as may be designated by the *Board of Representatives*.

Section 4.2 Annual Meetings. An annual meeting of the *Association* shall be held to facilitate communications between the *Association* and property *Co-owners* within the *Project*. The *Association* will attempt to select a date for the annual meeting that follows the annual meetings of the individual *Member Associations*. As the *Members* through their *Representatives* constitute the *Board of Representatives*, the annual meeting of members as required by MCL 450.2402 shall be satisfied by an annual meeting of the *Board of Representatives*.

Section 4.3 Special Meetings A special meeting of the *Board of Representatives* may be called by the President of the *Association* on his or her own, or by a signed request of two or more *Representatives* representing at least two different *Member Associations*. Notice of any special meeting shall state the date, time and place of such meeting and the purpose(s) for the special meeting, typically in the form of a meeting agenda.

Section 4.4 Notice of Meetings. It shall be the duty of the President (or professional management agent if directed by the President) to provide a notice of the annual meeting, and/or all special meetings as well as the time and place where it is to be held. Notice of the annual meeting shall be provided to all *Co-owners* who own property within one of the *Member Associations* at least thirty (30) days prior to any such meeting. Notice of any special meeting shall be provided to each *Representative* at least seven (7) days before such meeting.

Section 4.5 Adjournment. If any meeting of the *Board of Representatives* cannot be held because a quorum is not in attendance, the *Representatives* who are present may adjourn the meeting to another time and place upon an affirmative vote of the majority of the *Representatives* in attendance.

Section 4.6 Order of Business. The order of business (agenda) at all meetings of the *Board of Representatives* shall be determined by the President.

Section 4.7 Action Without Meeting. Any *Board of Representatives* action that requires an authorization vote may be taken without a meeting, if all members of the *Board of Representatives* consent to the action in writing or by electronic transmission. The written consent shall be filed with the minutes of proceedings.

Section 4.8 Participation in Meeting. A *Representative's* attendance at a meeting waives any required notice to him or her of the meeting. *Representatives* may participate in a meeting of the *Board of Representatives* by means of telephone conference or other means of remote communication, if all individuals who are participating in the meeting may communicate with the other participants. Participation through telephone conference constitutes attendance in person.

Section 4.9 Minutes. Minutes or a similar record of the proceedings of *Board of Representatives* meetings, when signed by the President or Secretary, shall be presumed truthful as evidence of the matters set forth in the minutes.

ARTICLE V

OFFICERS

Section 5.1 Officers. The officers of the *Association* shall be the President, Secretary and Treasurer. Officers must at all times be *Representatives*. The Offices of Secretary and Treasurer may be held by one person. A person holding the offices of Secretary and Treasurer shall not execute, acknowledge or verify an instrument in more than one capacity. All officers shall be elected by the *Board of Representatives*.

- (a) **President.** The President shall be the chief executive officer of the *Association*, and shall preside at all meetings of the *Board of Representatives*. The President shall have all of the general powers and duties which are usually vested in the office of the President of an association. He or she shall have the power to appoint committees and shall be the liaison and point person for the *Board of Representatives* to the management company if the *Board of Representatives* elects to employ a management agent.

The President shall be elected from those *Representatives* who have been designated as the voting *Representative* of their respective *Member Association*. If the office of the President becomes vacant, a special meeting of the *Board of Representatives* shall be called within thirty (30) days of the vacancy to elect a new President. Until the election of a new President, the Secretary shall serve as the acting President.

- (b) **Secretary.** The Secretary shall keep the minutes of all meetings of the *Board of Representatives*. He or she shall have charge of the corporate seal, if any, and of such books and papers as the Board may direct; he or she shall, in general, perform all duties incident to the office of the Secretary.
- (d) **Treasurer.** The Treasurer shall have responsibility for the *Association's* funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the *Association*. He or she shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the *Association*, and in such depositories as may, from time to time, be designated by the Board.

Section 5.2 Election. Officers shall be elected by a majority vote of the *Representatives*. Officers shall serve for a term of one year, but shall hold office until their successors have been elected. There shall be no term limits for any officer position; officers may be re-elected to serve a subsequent term.

Section 5.7 Resignation of an Officer. An officer may resign from such position by written notice to the *Association*. The resignation is effective upon its receipt by the *Association* or at a subsequent time specified in the notice of resignation. Should an officer vacancy occur,

that vacancy shall be filled by vote of the *Board of Representatives* at a meeting which shall be called within thirty (30) days of the occurrence of the vacancy.

Section 5.8 Removal of an Officer. Upon an affirmative majority vote at any meeting of the *Board of Representatives*, any officer may be removed either with or without cause. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting. A successor shall be elected by a majority vote of the *Representatives*, at any meeting of the *Board of Representatives* called for that purpose.

ARTICLE VI

FINANCE

Section 6.1 Records. The *Association* shall keep detailed books of account showing all expenditures and receipts which shall specify the operation, maintenance, repair and/or expense costs incurred by or on behalf of the *Association*. Such accounts and all other *Association* records shall be open for inspection by any *Representative* during reasonable working hours. The books of account shall be reviewed annually by a qualified independent accountants.

Section 6.2 Fiscal Year. The fiscal year of the *Association* shall be a calendar year, unless changed by resolution of the *Board of Representatives*.

Section 6.3 Bank. Funds of the *Association* shall be deposited in such bank or savings association as may be designated by the *Board of Representatives* and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the *Board of Representatives*.

Funds may be invested from time to time, at the direction of the *Board of Representatives*, in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

Section 6.4 Accounting to Member Associations. The *Association* shall prepare and distribute at least once each year to all *Co-owners* within the *Project* a financial statement, the contents of which shall be defined by the *Association* and which shall generally disclose its current financial position. The only records of the *Association* that may be deemed privileged against inspection by and/or distribution to *Co-owners* shall be communications with the *Association's* legal counsel in such matters as to which a privilege from disclosure obtains under applicable statutes, rules of court, or common law.

ARTICLE VII

ANNUAL BUDGET

Prior to the commencement of the *Association's* fiscal year, the *Board of Representatives* shall adopt an annual budget. The annual budget shall include an assessment of the *Association's* expenses between its *Member Associations*. The *Board of Representatives* shall make regular assessments to its *Member Associations*, which assessments shall be made not more often than monthly.

Section 7.1 Allocation of Expenses. The assessment against each *Member Association* shall be expressed as a percentage of the *Association's* total annual budgeted expenses. The formula for calculating each *Member Associations* annual assessment shall be the *Association's* total annual expenses, multiplied by a fraction, the numerator of which shall be the number of *Co-owner* property owners in the respective *Member Association* and the denominator of which shall be the total number of habitable *Co-owner* properties in the *Project*. As of the date of the adoption of these by Bylaws, the above referenced fractions (percentages) are as follows:

a) Bay Cliff Estates Condominium		
Association:	26 Units/Votes	23.85%
b) Port Sutton Condominium		
Association:	10 Units/Votes	9.17%
c) Suttons Bay Yacht Club		
Condominium Association:	44 Units/Votes	40.37%
d) Suttons Bay Yacht Village		
Condominium Association:	29 Units/Votes	26.61%

Section 7.2 Special Assessments. A special assessment may be made for one fiscal year to fund the cost of any capital improvement (design, construct, replace and/or renovate) to an *Association Community Area*, or to establish and/or add to a reserve account. Any special assessment must be approved by a majority (50%) vote of the *Board of Representatives*. Special assessments shall be allocated to the *Member Associations* in the same manner as described in Section 7.1 above.

Section 7.3 Payment. *Member Associations* shall not be excused from the payment of any assessment by reason of its non-use of all or any portion of the *Association's Community Areas* or other amenities. All assessments, whether general or special, shall be due and payable at such times as the *Board of Representatives* shall determine. The payment of an assessment shall be in default if such assessment, or any part, is not paid to the *Association* in full on or before the due date for such payment. Assessments in default shall bear interest at the highest legal annual interest rate permitted by Michigan law or at the rate determined by the *Board of Representatives* until paid in full and the *Member* in default shall pay to the *Association* all of its costs of collection including attorney's fees.

ARTICLE VIII

AMENDMENTS

Section 8.1 Initiation. Amendments to these Bylaws may be proposed in writing by any two *Representatives* provided that the *Representatives* are from two different *Member Associations*. Proposed amendments must be delivered to all *Representatives* not less than 30 days prior to the scheduled date of a vote on any amendment.

Section 8.2 Meeting. Upon the proposal of any amendments to these Bylaws, a meeting of the *Board of Representatives* shall be scheduled to consider the amendment.

Section 8.3 Voting. At the meeting of the *Board of Representatives* these Bylaws may be amended by an affirmative vote of 66-2/3% of the *Members* with voting weighted pursuant to Section 3.7.

Section 8.4 Copies to Members. A copy of each amendment to the Bylaws shall be furnished to every *Member Association* after adoption. Any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the *Project* regardless of whether such person actually received a copy of the amendment.

ARTICLE IX

REPRESENTATIVES CONFLICT OF INTEREST

Section 9.1 A transaction in which a *Representatives* is determined to have an interest shall not be enjoined, set aside or give rise to an award of damages or other sanctions because of that interest, if the *Representative* interested in the transaction establishes either of the following:

- (a) The transaction was fair to the *Association* at the time it was entered,
- (b) The material facts of the transaction and the *Representative's* interest were disclosed or known to the *Board of Representatives* and they authorized, approved and/or ratified the transaction.

This Bylaw provision is not intended to replace or amend any conflict of interest policy which may be adopted by the *Board of Representatives*.

ARTICLE X

DISPUTE RESOLUTION

Disputes, claims, and grievances arising out of or relating to the interpretation of the application of these Bylaws or other *Association* documents or arising out of disputes among or between *Member Associations* shall be submitted to arbitration, and the parties to the dispute, claim, or

grievance shall accept the arbitrator's decision as final and binding and the arbitrator's decision may be submitted to a court of competent jurisdiction for adoption and ratification.

ARTICLE XI

SEVERABILITY

In the event that any of the terms or provisions of these Bylaws are held to be partially or wholly invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect, alter, modify or impair any of the other terms or provisions or the remaining portions thereof.

ARTICLE XII

CONFLICTS

In the event of any conflict between the provisions of these Bylaws and the *Declaration*, the provisions of the *Declaration* shall control.