

BY-LAWS OF
SUTTON PLACE GEORGE TOWNHOMES OWNERS ASSOCIATION, INC.

ARTICLE I

NAME

The name of the corporation is SUTTON PLACE GEORGE TOWNHOMES OWNERS ASSOCIATION, INC., a non-profit corporation, hereinafter referred to as the "Association."

ARTICLE II

DEFINITIONS

2.1 "Association" shall mean and refer to SUTTON PLACE GEORGE TOWNHOMES OWNERS ASSOCIATION, INC., a non-profit corporation, its successors and assigns.

2.2 "Project," "Premises" or "Property" shall mean and refer to the entire real estate described in Exhibit "A", attached to the Declaration, divided into Condominiums, including all structures thereon, and the Common Areas and Units within said real estate description.

2.3 "Condominium Unit" shall mean an individual Unit together with the interest in the Common Elements (General or Limited) appurtenant to such Unit.

2.4 "Unit" shall mean and refer to the elements of a Condominium which are not owned in common with other Owners of other Condominiums. The boundaries of a Unit shall be the interior

surfaces of the perimeter walls, floors, ceilings, windows and doors of each Unit; and, the exterior surfaces of the balconies and/or patios appurtenant to the Unit. The Unit shall include both the portions of the building so described and the air space so encompassed. In interpreting deeds and plans, the existing physical boundaries of the Unit; or the Unit reconstructed in substantial accordance with the original plans, shall be conclusively presumed to be its boundaries, rather than the metes and bounds, or other description, expressed in the deed or plan, regardless of settling or lateral movement of the building, and regardless of minor variance between boundaries shown on the plan or in the deed and those of a building.

2.5 "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, who owns, of record, title to one (1) or more Condominium Units.

2.6 "Common Elements" means and includes all of the Property described in Exhibit "A", and all of the improvements, thereto and thereon located, excepting all Units. Common Elements shall consist of the General Common Elements and the Limited Common Elements.

2.7 "Limited Common Elements" means and includes those Common Elements which are reserved for the exclusive use of an individual Owner of a Unit or a certain number of individual Owners of Units, for the exclusive use of those Owners, which may include:

(1) "Air handlers", pipes, ducts, electrical wiring and conduits located entirely within a Unit or adjoining Units and serving only such Unit or Units, and such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows, entryways, and all associated fixtures and structures therein, as lie outside the Unit boundaries; and

(2) Parking spaces designated as an appurtenance to a Unit; and

(3) Balcony or patio structures serving exclusively single Unit or one (1) or more adjoining Units.

2.8 "General Common Elements" means a part of the Common Elements and includes:

(1) The real property described in Exhibit "A" attached hereto;

(2) All foundations, bearing walls and columns, roofs, halls, lobbies, stairways and entrances and exits or communication ways;

(3) All basements, roofs, yards, and gardens, except as otherwise herein provided or stipulated;

(4) All premises for the lodging of janitors or persons in charge of the Buildings, except as otherwise herein provided or stipulated;

(5) All compartments or installations of central services, such as power, light, gas, cold and hot water, refrigeration, central air conditioning and central

heating reservoirs, water tanks and pumps, laundry room, swimming pool, cabana, clubhouse, and the like;

(6) All elevators and shafts, garbage incinerators and, in general, all devices or installations existing for common use; and

(7) All other elements of the Buildings desirably or rationally of common use or necessary to the existence, upkeep and safety of the Condominium Regime established by this Declaration.

2.9 "Common Assessment" means the charge against each Unit Owner and his Unit, representing a portion of the total costs to the Association of maintaining, improving, repairing, replacing, managing and operating the Property, which are to be paid uniformly and equally by each Unit Owner of the Association, as provided herein. This shall also include charges assessed against each Unit Owner to maintain a reserve for replacement fund.

2.10 "Special Assessment." In addition to the common assessments described above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of deferring, in whole or in part:

(1) The cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto; or

(2) The expense of any other contingencies or unbudgeted costs; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to the interest in the Common Elements owned by each. The Association, after due notice and hearing, shall also have the authority to establish and fix a special assessment upon any Unit to secure the liability of the Owner of such Unit to the Association for any breach by such Owner of any of the provisions of this Declaration, which breach shall require an expenditure by the Association for repair or remedy. Special assessments may be billed or collected on a monthly basis. The above mentioned liability of any Owner is to be established as set forth in this Declaration.

2.11 "Mortgage" shall mean the conveyance of any Condominium or other portion of the Project to secure the performance of an obligation, which conveyance shall be released or reconveyed upon the due performance of said obligation, and shall include a deed of trust.

2.12 "Mortgagee and Mortgagor" shall mean a person or entity to whom a Mortgage is made and shall include the beneficiary of a deed of trust; "Mortgagor" shall mean a person or entity who

mortgages his or its property to another, who conveys his or its property to another by a deed of trust.

2.13 Omitted.

2.14 "Rules and Regulations" shall mean the Rules and Regulations governing the use of the Common Areas and the recreational facilities thereon, duly adopted by the Association.

2.15 "Common Expense"

2.15.1 "Common Expenses" shall mean (a) the expense of, and reasonable reserves for, the maintenance, management, operation, repair and replacement of the Common Elements as to which it is the responsibility of the Association to maintain, repair and replace, including the cost of unpaid Special Assessments; (b) the cost of capital improvements to the Common Elements which the Association may from time to time authorize; (c) the expense of management and administration of the Association, including without limitation, compensation paid or incurred by the Association to a manager, accountants, attorneys or other employees or agents; and (d) any other item or items designated by or in accordance with other provisions of these By-Laws or the Declaration to be Common Expenses, and any other expenses reasonably incurred by the Association on behalf of all Owners, including all expense for gas, water and electricity which are currently subject to master meters for all the Units and the Common Elements.

2.15.2 "Special Expense" shall mean (a) the expenses incurred by the Association for the repair of damage or

loss to the Common Elements or the property of other Owners caused by the act or neglect of an Owner which is not fully covered by insurance; (b) the expense of repair or reconstruction of a building damaged or destroyed by fire or other casualty for which there shall be insufficient or no insurance coverage and the repair of which will directly benefit less than all of the Owners; and (c) any other item or items designated by or in accordance with other provisions of these By-Laws or the Declaration to be Special Expenses.

2.16 "Member" shall mean and refer to that certain Condominium Declaration for SUTTON PLACE GEORGE TOWNHOMES, dated June 1, 1982, which was recorded in the Office of the County Clerk of Midland County, Texas, in Book 1, Page 417, Condominium Records, Midland County, Texas, and any amendment thereto.

ARTICLE III

MEMBERSHIP

3.1 Membership. Every person or entity who is an Owner of a Condominium which is subject by the Declaration to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership, per Unit. Membership shall be appurtenant to and may not be separated from ownership of any Condominium which is subject to assessment by the Association. Ownership of such Condominium

shall be the sole qualification for membership.

3.2 Suspension of Membership. During any period in which a Member shall be in default in the payment of any common or special assessment levied by the Association, the voting rights and right to use the facilities and public utilities of the Common Elements of such Member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a Member (except as to the use of utilities) may also be suspended, after notice and hearing, for a period not to exceed thirty(30) days, for any single infraction of any rules and regulations established by the Board of Directors governing the use of the Common Elements.

ARTICLE IV

MEETING OF MEMBERS

4.1 Place of Meetings. Meetings of the Association shall be held at _____, Midland, Texas, or at such other place in Midland, Texas as the Board of Directors may determine.

4.2 Annual Meeting. The first annual meeting of the Association shall be held in Midland County, January 24, 1995. Thereafter, the annual meetings of the Association shall be held the third Tuesday of each January. At such meetings there shall be elected by ballot of the Owners a Board of Directors in accordance

with the requirements of Article IV of these By-Laws. The Owners may also transact such other business of the Association as may properly come before them.

4.3 Special Meetings. It shall be the duty of the President to call a special meeting of the Association as directed by resolution of the Board of Directors or upon a petition signed by a majority of the Owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of 75% of the votes represented at such meeting, in person or by proxy.

4.4 Notice and Place of Meeting. It shall be the duty of the Secretary to deliver either personally or by mail a notice of each annual or special meeting, stating the purpose thereof as well as the date, time and place where it is to be held, to each Member entitled to vote thereat at least ten (10) but not more than fifty (50) days, prior to such meeting. If delivered personally, same shall be deemed to have been delivered when actually received by the Owner or when left at the front door of his Unit. If mailed, same shall be deemed delivered when deposited in the United States Mail addressed to the Owner at his address as it appears on the records of the Association, with postage thereon prepaid.

4.5 Classes of Membership. Members shall be all Owners and shall be entitled to one (1) vote for each Condominium in which they hold the interest required for membership. When more than one person holds such interest or interests in any Condominium, all such persons shall constitute one member, and the one (1) vote for such Condominium shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any such Condominium.

4.6 Voting. The affirmative vote of a majority of votes entitled to be cast by the Members present, either in person or by proxy, at a meeting at which a quorum is present, shall be necessary for the transaction of business, unless the vote of a greater number is required by law or the Declaration.

4.7 Majority of Owners. As used in these By-Laws, the term "majority of owners" shall mean those Owners holding 51% of the total votes of Members, determined in accordance with the voting provisions contained herein and in the Declaration.

4.8 Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of Owners" as defined in 4.7 of this Article shall constitute a quorum.

4.9 Proxies. Votes may be cast in person or by proxy. Proxies must be in writing and filed with the Secretary before the

appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by an Owner of his Unit.

4.10 Adjourned Meetings. If any meeting of the Association cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may as otherwise provided by law adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was called, at which meeting the requirement for a quorum shall be 25% of the total votes of the Members, determined in accordance with the voting provisions contained herein and in the Declaration.

ARTICLE V

PROPERTY RIGHTS - RIGHTS OF ENJOYMENT

5.1 Each member shall be entitled to the use and enjoyment of the Common Elements as provided in the Declaration. Any Member may delegate his rights of enjoyment of the Common Elements to the members of his family who reside with him in his Condominium and to his tenants or contract purchasers who reside in his Condominium. Such Member shall notify the Secretary of the Association in writing of the name of any such delegee. The rights and privileges of such delegee are subject to suspension to the same extent as those of the Member.

ARTICLE VI

BOARD OF DIRECTORS

6.1 Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of

at least three (3), but not more than nine (9) persons, who may be non-residents of the State of Texas and non-members of the Association.

6.2 Election and Term of Office. At the first annual meeting the Members of the Association shall elect three (3) or more Directors to succeed the original Directors. The term of office of each Director shall be fixed for one (1) year. The Directors shall hold office until their successors have been elected and hold their first meeting.

(a) Members of the Board of Directors shall be elected by a plurality of the votes cast at the annual meeting of the Members of the Association.

(b) Cumulative voting shall not be allowed.

6.3 Removal. At any annual or special meeting of the Association duly called, any one or more of the Directors may be removed by a plurality vote of the Members with or without cause, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

6.4 Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

6.5 Directors' Fees. Directors' fees if any, shall be determined by the Members of the Association.

ARTICLE VII

MEETINGS OF DIRECTORS

7.1 Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within thirty (30) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present.

7.2 Place and Notice of Meetings. Meeting of the Board of Directors, regular or special, may be held either within or without the State of Texas, upon the giving of notice to each Director, personally or by mail, telephone or telegraph, at least seven (7) days prior to the day named for such meeting. Attendance by a Director at any meeting shall constitute a waiver of notice by him of the time and place thereof except when a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice of such meeting.

7.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a

duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

8.1 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the members of the Association. These powers shall include but not be limited to the power to adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of the Members and their guests thereon.

8.2 Committees. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees of Directors, each of which committees shall consist of two or more Directors, which committees, to the extent provided in such Resolution, shall have and exercise the authority of the Board of Directors in the management of the corporation. Provided, however, the appointment of such committees and the delegation thereto of authority shall not operate to relieve the

Board of Directors, or any individual Director, of any responsibility imposed upon it or him by law.

8.3 Architectural Control Committee. The Board of Directors shall appoint an Architectural Control Committee composed of at least three (3) Members (who need not be Directors) to approve, control and supervise all construction activities of Members with respect to their Units or the Limited Common Elements of that Unit. The Committee shall meet within fifteen (15) days after a Member has made written application to it for approval of plans for alterations or modifications of his Unit or the Limited Common Elements, submitting at that time two (2) sets of plans and specifications showing the nature of the proposed alteration or modification in reasonable detail. The Committee shall render its written decision thereon within fifteen (15) days after such meeting, either approving the plans or disapproving same, in the latter case making specific reference to those features which caused the disapproval. Approval may be conditioned upon completion within a specified period of time. All decisions shall be made by a majority vote of the Committee. A failure of the Committee to notify the Member of its action within thirty (30) days after written application has been filed with the Committee shall result in the automatic approval of such alterations or modifications. The Committee shall also have the duty to investigate any violations of Members falling within its jurisdiction which have been called to its attention, or any Member

thereof, and immediately to report such violations to the President and make recommendations for curative action for adoption by the Board of Directors.

8.4 Other Duties. In addition to the duties imposed by these By-Laws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

(a) Care, upkeep and surveillance of the Project, the Common Elements, and the Limited Common Elements.

(b) Collection of monthly assessments from the Owners.

(c) Designation and dismissal of the personnel necessary for the maintenance and operation of the Project, the Common Elements and the Limited Common Elements.

(d) The right of the Association to suspend the right to use the recreational facilities upon the Common Elements by an Owner (i) for any period during which such Owner shall be delinquent in the payment of assessments due the Association or during which he shall remain in default of any other obligation herein provided, and (ii) for any period not to exceed thirty (30) days for a single infraction of the Rules and Regulations. Provided, however, except for failure to pay assessments, no such suspension shall be effected until the Owner shall have been given the opportunity to present evidence on his behalf at a hearing before the Board of Directors, and no such hearing shall be held until the Owner shall

have received at least ten (10) days written notice specifying the nature of the charges against him and the exact time and place of the hearing. By acceptance of a deed to any Condominium in this Project, the Owner does hereby irrevocably give and grant unto the Association, its agents and employees, a power of attorney, in his place and stead, to disconnect or take other appropriate steps to discontinue the Owner's use of the public utilities serving his respective Unit in the case of any such suspension.

8.5 Management Agent. The Board of Directors shall employ for the Association a manager or manger or management agent at a compensation established by the Board of Directors to perform such duties listed in 8.4 of this Article. Any such manager, or management agent must qualify as a "professional management agent".

8.6 Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the Owners for any non-willful tort, mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each member of the Board of Directors against all loss, costs and expenses (including counsel fees reasonably incurred by him) in connection with any action, suit or proceeding to which he may be a party by reason of his being or having been a Director or officer of the Association, except as to matters as to which he may be finally adjudged in such action, suit or proceeding, to be liable for

willful misconduct or bad faith. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by its counsel that the person to be indemnified has not been guilty of willful misconduct or bad faith as such Director or officer. The cost of any such indemnification shall be treated as handled by the Association as an item of Common Expense as provided in the Declaration.

ARTICLE IX

OFFICERS

9.1 Designation and Election of Officers. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, who shall be members of, and chosen by, the Board of Directors at its annual meetings, and shall serve for and during the period until the next meeting of the Board, or until their successors shall have been chosen and qualified. Such other officers and assistant officers and agents (who need not be Directors) as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

9.2 Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors called for such purpose.

9.3 Resignation of Officers. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, the acceptance of such resignation shall not be necessary to make it effective.

9.4 Vacancies. Any vacancies occurring in any office shall be filled by the remaining Board of Directors, even though they may constitute less than a quorum.

9.5 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

9.6 Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice president is able to act, the Board of Directors shall appoint some other member of the Board of Directors to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

9.7 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of secretary or as required by the Board of Directors.

9.8 Treasurer. The Treasurer shall have responsibility for Association 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 shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

9.8 Compensation of Officers and Employees. The compensation of all officers and employees of the Association shall be fixed by the Board of Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association nor preclude the contracting with a Director for the management of the Project or otherwise, provided that no Director may vote upon any matter providing for his employment and/or compensation.

ARTICLE X

MORTGAGES

10.1 Notice to Association. An Owner who mortgages his Unit shall notify the Association through the manager or management

agent, or the President of the Board of Directors, of the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Units". Such notices may likewise be given by any mortgagee directly to the Association.

10.2 Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a Unit report any unpaid assessments due from the Owner of such Unit. The Association shall give written notification to mortgagee of a Unit when the Owner of such Condominium is delinquent in the payment of any assessment for thirty (30) days or more.

ARTICLE XI

SUPPLEMENTARY PROVISIONS

Basic provisions governing the functions and activities of the Association are set forth in the Declaration. To the extent not inconsistent with the Declaration, the functions and activities of the Association shall be supplemented by the following provisions:

11.1 Assessment Roll. The Association shall maintain an assessment roll in a set of accounting books in which there shall be an account for each Unit. Such an account shall designate the name and address of the Owner, the amount of each assessment against the Owner, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due on assessments.

11.2 Budget. The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of

performing the functions and activities of the Association as set forth herein and in the Declaration.

11.3 **Omitted.**

11.4 Depository of Association Moneys. The depository of the moneys of the Association shall be one or more banks or other financial institutions whose deposits are insured by the Federal Deposit Insurance Corporation as shall be designated from time to time by the Board of Directors. Withdrawal of moneys from such accounts shall be only by checks or withdrawal orders signed by such persons as are authorized by the Board of Directors.

11.5 **Omitted.**

11.6 Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for moneys of the Association in such amounts and containing the terms and conditions as provided in the Declaration.

11.7 Checks. All checks of demands for money and notes of the Association shall be signed by such officer or officers, or such other person or persons as the Board of Directors may from time to time designate.

11.8 Donations. The Association may accept gifts, legacies, donations and/or contributions in any amount and any form, from time to time, upon such terms and conditions as may be decided from time to time by the Board of Directors.

11.9 Corporate Seal. The Board of Directors may, but shall not be required to, provide for a corporate seal, which shall be in such form and contain such inscription as the Board of

Directors may deem proper and which may be altered from time to time or dispensed with at any time at the pleasure of the Board of Directors.

11.10 Waiver of Notice. Unless otherwise provided by law, whenever any notice is required to be given to any Member or Director of the Association under the provisions of these By-Laws or under the provisions of the Articles of Incorporation or under the provisions of the Texas Non-Profit Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

11.11 Action Without Meeting. Any action required by the Texas Non-Profit Corporation Act to be taken at a meeting of the Board of Directors of Association, or any action which may be taken at a meeting of the Board of Directors or of any committee, may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all the Members entitled to vote with respect to the subject matter thereof, or all of the Directors, or all of the members of the Committee, as the case may be.

11.12 Association Records. Each Owner and each Mortgagee, or its authorized agent or representative, shall have the right to examine and review the Association's records required herein or in the Declaration during normal business hours.

11.13 Fiscal Year. The Fiscal year of the Association shall be the calendar year unless the Board of Directors shall designate a fiscal period ending other than on December 31.

11.14 Principal Office. The principal office shall be established and maintained in the County of Midland, State of Texas.

11.15 Amendments. These By-Laws may be amended by the Association in a duly constituted annual or special meeting for such purpose and no amendment shall take effect unless approved by Owners representing a majority of the Members in attendance at any such membership meeting. No amendment shall conflict with any provision of the Declaration.

11.16 Conflict. In the case of any conflict between the Articles of Incorporation of the Association and these By-Laws, the Articles of Incorporation shall control; and in case of any conflict between the Declaration and these By-Laws or the Articles of Incorporation, the Declaration shall control.

11.17 Paragraph Titles. Paragraph titles used in these By-Laws are for convenience of reference only and are not intended to limit, enlarge or change the meaning of the contents of the various paragraphs.

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