

TAB 6
CONDO BYLAWS

ROCK LAKE ESTATES CONDOMINIUM BY-LAWS
By-Laws of the Rock Lake Estates Condominium Association
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By-Laws

ROCK LAKE ESTATES UNIT OWNERS ASSOCIATION, INC.

The following Code of By-laws applies to Rock Lake Estates, a condominium created by a Declaration of Condominium recorded in Volume 629 of Records, beginning at page 511 and a Condominium Plat recorded in Volume 629 of Condominium Plats, beginning at page 511 in the office of the Register of Deeds for Jefferson County, Wisconsin. The By-laws are intended to provide the structure necessary for the operation and maintenance of the Common Elements of the Condominium, to control and regulate the use and enjoyment of the Condominium for the benefit of all persons authorized to use it, to establish the procedure for the levy and collection of assessments to finance the operations of the Association, and to permit Unit Owners to participate through a democratic structure in the process of maintenance, operation, financing and control.

SECTION I

NAME, FORM OF ADMINISTRATION, ADDRESS

1.01 Name. The name of the Association created herein is Rock Lake Estate Unit Owners Association, Inc., and is referred to herein as the Association.

1.02 Form of Administration. The Association is incorporated as a Wisconsin non-stock corporation under Chapter 181, Wisconsin Statutes (1979-1980). Policy control of the Association, except as otherwise provided herein, is vested in a Board of Directors to be elected by the members in accordance with Section III hereof.

SECTION II

MEMBERS, RIGHTS AND OBLIGATIONS, MEETINGS

2.01 Members. All Unit Owners in the Condominium are, by the fact of ownership of their Unit, members of the Association. As such they are granted all rights and subject to all obligations of membership as created herein.

- (1) Upon conveyance or other transfer of a Unit Owner's interest in a Unit, other than a transfer made to grant a security interest, the transferor ceases to be a member of the Association and the transferee becomes a member. The Association shall maintain a roster of the names and address of all Unit Owners and upon conveyance or other transfer it shall be the responsibility of the transferee to notify the Association of the information necessary to keep the roster current.

- (2) The Association shall also maintain a roster of holders of security interests in Units and shall provide such notices regarding the Unit encumbered and the Condominium as a Unit mortgage requests or the law requires. Unit Owners are responsible for providing the information necessary to keep this roster current.

2.02 Annual Meeting. The annual meeting of the Association shall be held on the second Saturday of October of each year at 10:00 am. at a location selected by the Board of Directors. (as revised 08-2004)

2.03 Special Meetings. Special meetings may be held at any time on the call of the President or on written request to the association by the owners of not less than 20% interest in the Common Elements. Special meetings held on written request as provided herein shall be conducted within sixty (60) days of the date of receipt of the request unless it specifies a longer period.

2.04 Notice of Meetings. The Secretary of the Association shall give written notice of every meeting to every member at least ten (10) days before the date set for such meeting.

- (1) Content of Notice. The notice shall state whether the meeting is an annual or special meeting, the authority for the call of the meeting, the place, date and hour of the meeting and, where required, the purpose or question to be considered at the meeting.

- (2) Delivery of Notice. The notice shall be given by delivery of a copy to the member personally or by mailing the notice to the member at his address as it appears on the Association's roster, postage prepaid.

- (3) Failure to Receive Notice. If notice is given as provided hereunder, the failure of any member to receive actual notice shall not invalidate the meeting or any proceedings conducted at the meeting.

- (4) Holders of Security Interests. Upon written request to the Secretary of the Association, the holder of any recorded security interest in any Unit in the Condominium May obtain a copy of any notice permitted or required to be given by these By-laws from the date of receipt of the request until such request is withdrawn or the security interests of proposed amendments to the Declaration.

- (5) Waiver of Notice. The presence of any member in person or by proxy shall be deemed a waiver of notice as to such member unless such member objects at the opening of the meeting to the holding of the meeting because of failure to give proper notice. Members may waive notice of any meeting in writing to the Secretary.

2.05 Quorum. The presence of a majority of Unit votes whether in person or by proxy constitutes a quorum.

2.06 Voting. Voting is on the basis of Unit votes. Each Unit is entitled to cast one indivisible vote without regard to the number of persons who have an ownership interest in the Unit. The vote for each Unit may be cast as agreed by the persons who have an ownership interest in the Unit and if only one such person is present it is presumed that person has the right to cast the Unit vote unless there is contrary evidence presented. In the event they cannot agree on the manner in which the vote is to be cast, no vote may be accepted from that Unit.

(1) Proxies. A member may give another person authority to represent him and vote on his behalf at meetings of the Association. Such proxy must be in writing, dated and signed by the member, and filed with the Secretary. Except for a proxy to a mortgagee or lessee of the Unit involved, no proxy is valid for more than 180 days after its date; however, a member may renew his proxy by filing a new proxy or a renewal of the existing proxy with the Secretary. A proxy may grant full or limited voting rights and may contain instructions, which shall be binding on the proxy holder.

(2) Representatives. Any personal representative, executor or administrator of the estate of any member, or guardian or trustee for any member, may exercise such member's voting rights. Such person shall file an affidavit or other proof of his status with the Secretary.

(3) Suspension. Voting rights may be suspended by the vote of the Association's Board of Directors in Accordance with the Declaration, and no person who is not on the Association's roster of Unit Owners may vote unless such person holds a proxy from one who appears on the roster.

2.07 Unanimous Consent Without Meeting. Any action required or permitted by these By-laws or any provision of law to be taken at the meeting of the Association may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the members entitled to vote with respect to the subject matter thereof.

2.08 Adjournment. Any meeting of the Association may be adjourned from time to time and to such place and time as may be determined by a majority vote of those present, whether or not quorum is present. No further announcement of the time or place of the adjourned meeting is required.

2.09 Order of Business. The order of business at all annual meetings is as follows:

- (a) Roll Call
- (b) Proof of Notice of Hearing
- (c) Proof of Quorum
- (d) Reading of Minutes of Preceding Annual Meeting
- (e) Report of Officers
- (f) Report of Committees
- (g) Election of Board of Directors
- (h) Unfinished Business
- (i) New Business
- (j) Approval of Budget
- (k) Adjournment

The order of business at all special meetings is determined by the President.

2.10 Reserved Rights. Election of directors, amendment of the By-laws, borrowing funds, acquiring or conveying any interest in real estate, final approval of the annual budget, and levying of special assessments are reserved to vote by the members.

SECTION III

BOARD OF DIRECTORS

3.01 Number and Qualifications. The affairs of the Association are governed by a Board of Directors composed of five (5) directors. All directors must be Unit Owners.

3.02 Election. Directors are elected by Unit votes at the annual meeting of the Association. Those candidates receiving the greatest number of votes from among the candidates running for the available Board positions shall be elected, notwithstanding the fact they do not receive a majority of the votes cast. Each Unit has one vote for each vacancy on the Board and cumulative voting shall not be allowed.

3.03 Term of Office. At the first election of the Association Board, the term of office of two Directors shall be fixed at three (3) years. The term of office of two Directors shall be fixed at two (2) years, and the term of office of one director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting or until their removal.

3.04 Vacancies. Vacancies on the Board of Directors caused by any reason shall be filled by vote of a majority of the remaining Directors, even

though they may constitute less than a quorum. Each Director so elected serves as a Director until a successor is elected at the next annual meeting.

3.05 Removal of Directors. Directors may be removed by a majority of the Unit votes at any annual or special meeting, notice of which includes notice of the proposed removal.

3.06 Compensation. No compensation shall be paid to directors for their services as officers or Directors.

3.07 Annual Meeting. The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the Association. No notice is necessary to newly-elected Directors in order legally to constitute such meeting, provided that a quorum of the Directors is present.

3.08 Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly. The time, place and manner of such regular meetings shall be as determined from time to time by resolution of the Directors.

3.09 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors. The time, place and manner of such meetings is determined by the President.

3.10 Notice. Notice of all meetings of the Board of Directors must be given to each Director, personally or by mail, at least three (3) days prior to the date of such meeting.

3.11 Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver is deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board is a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice is required and any business may be transacted at such meeting.

3.12 Unanimous Consent Without Meeting. Any action required or permitted by these By-laws of any provision of law to be taken by the Board of Directors at a meeting may be taken without a meeting, if a consent in writing, setting forth the action taken, is signed by all of the Directors then in office.

3.13 Quorum. At all meetings of the Board of Directors, a majority of the Directors constitutes a **quorum** for the transaction of business, and the act of the majority of the Directors present at a meeting at which a quorum is present is the act of the Board of Directors. If, at any meeting of the Board of Directors, there is 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.

3.14 Open Meetings. Any Unit Owner may attend any annual, regular or special meeting of the Board of Directors.

3.15 Advisory Committees. The Board of Directors may by resolution designate one or more advisory committees which report their recommendations to the Board of Directors. The Board of Directors may elect one or more of its members to alternate membership of any such committee and such alternate members may take the place of any absent member or members at any meeting of such advisory committee, upon request by the President or upon request by the chairman of such meeting.

3.16 Powers and Duties. The Board of Directors may exercise all powers of the Association not specifically reserved to the members and is responsible for establishing policies for the Association.

(1) Rules. The Board of Directors shall adopt Rules for the regulation of the use and enjoyment of the Condominiums.

(2) Delinquencies. The Board of Directors may set a delinquency charge stated in terms of a percentage rate not exceed one percent (1%) per month, on delinquent payments of regular or special assessments. All costs of collecting a delinquency charge, including but not limited to court costs and reasonable attorneys' fees, shall be paid by Unit Owner being delinquent.

(3) Insurance. Hazard insurance maintained by the Association must be maintained with an insurer licensed in Wisconsin and rated Best's Class VI or better, or Class V if it has a general policyholder's rating of A. Policies may not be subject to contribution or assessment, to special corporate action by the carrier to authorize payment of benefits or to limiting clauses other than insurance conditions on payment of benefits. The insurance maintained by the Association must provide at least ten (10) days notice to Unit mortgagees or their assigns before a policy is reduced or canceled.

SECTION IV

OFFICERS

4.01 Designation. The officers of the Association are a president, a vice-president, a secretary and a treasurer, all of whom shall be directors of the Association.

4.02 Election of Officers. The officers of the Association shall be elected at the annual meeting of the Board of Directors.

4.03 Term. The officers of the Association hold office for a term of three (3) years.

4.04 Removal of Officers. Any elected officer may be removed with or without cause by a majority vote of the Directors at any annual, regular or special meeting of the Board, notice of which includes notice of the proposed removal.

4.05 Vacancies. A vacancy in any principal office shall be filled by the Board of Directors.

4.06 President. The President is the principal officer of the Association. He presides at all meetings of the Association and the Board of Directors, and has all of the powers and duties set forth in these By-laws or delegated to him by the Board of Directors.

4.07 Vice President. The Vice President takes the place of the President and performs his duties whenever the President is 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 to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated to him by the Board of Directors.

4.08 Secretary. The Secretary supervises the taking, preparation and preservation of minutes of all meetings of the Board of Directors or of the Association, causes all notices required by these By-laws to be given, certifies copies of the organizational and operational documents of the Condominium as amended from time to time upon request and executes other certificates on behalf of the Association, and has other powers and duties as may be delegated to him in the Declaration, by these By-laws, or by the Board of Directors.

4.09 Treasurer. The Treasurer supervises the keeping of the financial books and records of the Association, causes appropriate notices relating to common expenses of the Condominium to be given, supervises the collection of amounts due the Condominium and their application under the Declaration, By-laws and policies established by the Board of Directors, and has such other powers and duties as may be delegated to him by these By-laws or by the Board of Directors.

4.10 Assistant Secretary/Treasurer. Section 4.10 is repealed, and therefore removal is proposed.

SECTION V
ASSESSMENTS

5.01 Common Expenses. All expenditures for the operation, maintenance, repair and restoration of the common elements and for the operation of the Association are common expenses to be shared proportionately by the Unit Owners as set forth in the Declaration.

5.02 Regular Assessments. Regular assessments are those based on the annual budget of the Condominium adopted by the Board of Directors and approved by the members as provided in section 5.02(1) of these by-laws.

(1) Budget. The budget for the following year shall be adopted by the Board of Directors and distributed with the notice of the annual meeting of members. The members may approve or disapprove the budget in whole but may not amend it. If disapproved, the budget shall be returned to the Board of Directors for further consideration and a special meeting of members called to approve that budget or an alternate budget adopted by the Board of Directors before the beginning of the following year.

(2) Assessments. Once the budget is approved by the members, the president or his designee shall allocate to each unit its proportionate share of the regular assessment and notify each unit owner of the amount of that unit's regular assessment for the coming year, expressed both as an annual amount and as equal quarterly installments equal to 1/4 of the annual assessments. Quarterly installments are due on the first day of January, April, July and October and are considered delinquent if not paid by the 5th day of those months.

5.03 Special Assessments. Major expenditures related to specific buildings are to be handled by special assessment to be paid by the owners of units in that particular building. The special assessment will be divided equally among unit owners of that particular building. Such assessments, i.e. staining, painting, roofing, siding, rain gutters and down spouts, and method of payment (amount due, payable at such time and on such terms) to be determined and or projected, as needed by the Board of Directors. If other unbudgeted expenses for which no reserve has been created are incurred, the members shall hold a special meeting to levy a special assessment to pay these expenses. The special assessment may be in such amount, due and payable at such time and on such terms as the members determine. (Amended October 11, 2008)

5.04 Collection. The Association has all powers given by law, the Declaration or these By-laws to effect collection of the assessments hereunder.

SECTION VI

ACCOUNTS, FINANCES

6.01 Accounts. The Association shall maintain such books and records and establish such financial accounts as required by law and as may be necessary to accurately reflect the condition and actions of the Association. Such books and records are open to inspection by all Unit Owners.

6.02 Audit. The Board of Directors may establish an audit committee, containing at least one Unit Owner who is not a Director, to audit the accounts of the Association.

SECTION VII

LIABILITY OF OFFICERS

7.01 Exculpation. No Director or officer of the Association, in his capacity as Director or officer rather than as a Unit Owner, is liable for acts or defaults of any other Director, officer or Unit Owner or for any loss sustained by the Association or any member thereof, unless the same has resulted from his own willful misconduct or negligence. Nothing contained in this Section exempts such Director or officer from the liabilities and obligations of Unit Owners as provided by these By-laws.

7.02 Indemnification. Every Director and officer of the Association shall be indemnified by the Association against all reasonable costs, expenses, and liabilities (including counsel fees) actually and necessarily incurred by or imposed upon him in connection with the claim, action, suit proceeding, investigation, or inquiry of whatever nature in which he may be involved as a party or otherwise by reason of his having been a Director or officer of the Association at the time of the incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which investigation or inquiry to be liable for willful misconduct or in the absence of such final adjudication, any determination of such liability by the opinion of legal counsel selected by the Association. The foregoing right to which such persons may be entitled as a matter of law and inures to the benefit of the legal representatives of such person. The Association may insure its obligations under this subsection.

SECTION VIII

SALE OF UNITS

8.01 Sales. No Unit owner after initial conveyance from the Declaration may sell his Unit or any interest therein except by complying with the provisions of this Section. A Unit Owner's sale of his unit shall include the sale of (a) the undivided interest in the common areas and

facilities appurtenant thereof; (b) the interest of such Unit Owner in any units theretofore acquired by the Board of Directors or its designee, on behalf of all Unit Owners, or the proceeds of the sale thereof, if any; and (c) the interest of such Unit Owner in any other assets of the property, hereinafter collectively called the "appurtenant interests."

Any Unit Owner who receives a bona fide offer for the sale of his unit, hereinafter called an "outside offer," which he intends to accept, shall give notice to the Board of Directors of such offer and of such intention, the name and address of the proposed purchaser, the terms of the proposed transaction and such other information as the Board of Directors may reasonable require, and shall offer to sell such unit to the Board of Directors or its designee, corporate or otherwise, on behalf of the owners of all other units, on the same terms and conditions as contained in such outside offer. The giving of such notice shall constitute a warranty and representation by the Unit Owner who has received such offer to the Board of Directors on behalf of the other Unit Owners, that such Unit Owner believes the outside offer to be bona fide in all respects. Within 10 days after receipt of such notice, the Board of Directors may elect, by notice to such Unit Owner, to purchase such Unit, as the case may be (or to cause the same to be purchased by its designee, corporate or otherwise), on behalf of all other Unit Owners, on the same terms and conditions as contained in the outside offer and as stated in the notice from the Unit Owner. In the event the Board of Directors shall elect to purchase such Unit, or to cause the same to be purchased by its designee, corporate or otherwise, the transaction shall close at the office of the attorneys for the property not more than 45 days after the giving of notice by the Board of Directors of its election to accept such offer. At the closing, the Unit Owner, if such Unit is to be sold, shall convey the same to the Board of Directors, or to its designee, on behalf of all other Unit Owners, by deed in the same form as was given for such Unit upon the original conveyance by the Declarent and shall pay all transfer taxes. In the event the Board of Directors or its designee shall fail to accept such offer within 10 days, the Unit Owner shall be free to contract to sell such Unit, as the case may be, to the outside offerer within 60 days after the expiration of the period during which the Board of Directors or its designee might have accepted such offer, on the terms and conditions set forth in the notice from the Unit Owner to the Board of Directors of such outside offer. Any deed to an outside offerer shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the

Declaration, the By-laws, and the rules and regulations as the same may be amended from time to time. In the event the offering Unit Owner shall not, within such 60 day period, contract to sell such Unit, as the case may be, to the outside offerer on the terms and conditions contained in the outside offer, or if such contract is entered into but not fulfilled, then the Unit Owner shall be required to again comply with all of the terms and provisions of this Section in order to sell or to lease the Unit. Any purported sale of a Unit in Violation of this Section shall be voidable at the election of the Board of Directors.

8.02 Release by Board of Directors of Right of First Refusal. The right of first refusal contained in Section 8.01 of this Article may be released or waived by the Board of Directors, in which event the Unit may be sold, conveyed or leased, free and clear of the provisions of such section.

8.03 Certificate of Termination of Right of First Refusal. A certificate executed and acknowledged by the Secretary of the Property, stating that the provisions of Section 8.01 of this Article have been met by a Unit Owner or have been duly waived by the Board of Directors, and that the rights of the Board of Directors thereunder have terminated, shall be conclusive upon the Board of Directors and the Unit Owners in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any Unit Owner who has in fact complied with the provisions of Section 8.01 of this Article or in respect to whom the provisions of such Section have been waived, upon request, at reasonable fee not to exceed \$10.00.

8.04 Financing of Purchase of Units by Board of Directors. Acquisition of Units by the Board of Directors or its designee on behalf of all Unit Owners may be made from the working capital and common charges in the hands of the Board of Directors, or if such funds are insufficient, the Board of Directors may levy an assessment against each Unit Owner in proportion to this ownership in the common areas and facilities, as a common charge, which assessment shall be enforceable in the same manner as provided herein. Alternatively, the Board of Directors may borrow money to finance the acquisition of such Unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit so to be acquired by the Board of Directors.

8.05 Exceptions

- (a) The provisions of Section 8.01 of this Article shall not apply with respect to any sale or other conveyance by a Unit Owner of his Unit to his spouse or to any his children or to his parents or to his brothers or sisters, or any one or more of them, of a Unit owned or designated by the Declarant, or to the acquisition or sale of a Unit by a mortgagee herein authorized who shall acquire title to such Unit by foreclosure or by deed in lieu of foreclosure. However, the provisions of such Section shall apply with respect to any purchaser of such Unit from such mortgagee.

(b) The provisions of Section 8.01 of this Article shall not apply with respect to any rule, lease or other conveyance by a Unit Owner of his parking Unit to any owner of a living Unit.

8.06 Gifts and Devises. Etc. Any Unit Owner shall be free to convey or transfer his Unit by gift, or to devise his Unit by Will, or to pass the same by intestacy, without restriction.

8.07 Waiver of Right of Partition With Respect to Units Acquired by Board of Directors. In the event that a Unit shall be acquired by the Board of Directors or its designee, on behalf of all Unit Owners as tenants in common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

8.08 Payment of Assessments. Each Unit Owner shall not be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Board of Directors all unpaid common charges theretofore assessed by the Board of Directors against his Unit and until he shall have satisfied all unpaid liens against such Unit, except permitted mortgages.

SECTION IX

FISCAL YEAR

9.01 Fiscal Year. The fiscal year of the Association begins on the first day of January in each year and ends on the last day of December of the same year.

SECTION X

AMENDMENT

10.01 Amendment. Except as otherwise provided herein, these By-laws may be amended from time to time by affirmative vote of two-thirds (2/3) of the Unit votes at a meeting duly called for the purpose. Any portion of these By-laws that merely reflect or give priority to the Declaration may not be amended unless the Declaration is similarly amended.

SECTION XI

INTERPRETATION

11.01 Interpretation. In case any provision of these By-laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect.

11.02 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these By-laws or the intent of any provision thereof.

11.03 Gender, Number. The use of the masculine gender in these By-laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.