

**FIFTH AMENDMENT TO AND RESTATEMENT OF CONDOMINIUM DECLARATION
OF CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
EDGEWATER BLUFF VILLAS, A CONDOMINIUM**

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**FIFTH AMENDMENT TO AND RESTATEMENT OF CONDOMINIUM DECLARATION
OF COVENANTS, CONDITONS, RESTRICTIONS AND EASEMENTS
FOR
THE EDGEWATER BLUFF VILLAS, A CONDOMINIUM**

This **Fifth Amendment to and Restatement of Condominium Declaration of Covenants, Conditions, Restrictions and Easements for the Edgewater Bluff Villas**, is made by Edgewater Bluff Villas Condominium Owners Association, Inc., a Wisconsin non-stock corporation (the "Association") upon the required consent of the Unit Owners (defined below).

WHEREAS, Edgewater Bluff Villas, Inc. (the "Declarant") subjected part of the Property (defined below) to the condominium form of ownership pursuant to the recording of a condominium plat titled **The Edgewater Bluff Villas – A Condominium**, recorded with the office of the Register of Deeds for Brown County, Wisconsin, on December 7, 1995, as Document No. 1477441 (as subjected to subsequent addenda, the "Plat"), and pursuant to the recordings of a **Condominium Declaration of Conditions, Covenants, Restrictions and Easements for the Edgewater Bluff Villas**, recorded on December 7, 1995, with the office of the Register of Deeds for Brown County, Wisconsin, as Document No. 1477442 and re-recorded on December 19, 1995, as Document No. 1478636 (as subsequently amended and restated, the "Declaration"); and

WHEREAS, the **First Amendment to Condominium Declaration of the Edgewater Bluff Villas** was recorded in the office of the Register of Deeds for Brown County, Wisconsin on January 29, 1996, as Document Number 1483170; and

WHEREAS, a condominium plat addendum titled **First Amendment to the Edgewater Bluff Villas, a Condominium**, was recorded in the office of the Register of Deeds for Brown County, Wisconsin, on August 9, 1996, as Document No. 15134442; and

WHEREAS, the **Second Amendment to Condominium Declaration and Plat of the Edgewater Bluff Villas, A Condominium** was recorded in the office of the Register of Deeds for Brown County, Wisconsin on August 9, 1996 as Document No. 1513433; and

WHEREAS, a condominium plat addendum titled **Edgewater Bluff Villas, Second Addendum – An Expandable Condominium**, was recorded in the office of the Register of Deeds for Brown County, Wisconsin, on April 13, 2005, as Document No. 2183726; and

WHEREAS, the **Third Amendment to Condominium Declaration and Plat of the Edgewater Bluff Villas, A Condominium** was recorded in the office of the Register of Deeds of Brown County, Wisconsin, on April 13, 2005, as Document No. 2183727; and

WHEREAS, the **Fourth Amendment to and Restatement of Condominium Declaration for the Edgewater Bluff Villa and Condominiums** was recorded in the office of the Register of Deeds for Brown County, Wisconsin on May 11, 2005 as Document No. 2189096, and corrected by a **Correction Instrument to Fourth Amendment to and Restatement of Condominium Declaration for the Edgewater Bluff Villas and Condominiums** recorded on May 11, 2005, as Document No. 2189097; and

WHEREAS, a **Judgment of the Circuit Court of Brown County, Wisconsin, in Case No. 05-CV-2289**, which judgment had the effect of amending certain provisions of the Declaration, was recorded in the office of the Register of Deeds for Brown County, Wisconsin on October 10, 2006, as Document No. 2280330; and

WHEREAS, the Association and the current Unit Owners desire to amend and restate the Declaration,

NOW, THEREFORE, the Association, with the appropriate consent of the requisite number of Unit Owners, and their respective mortgagees, if any, does hereby amend and restate the Declaration as follows:

ARTICLE I STATEMENT OF DECLARATION

Pursuant to the Plat and the Declaration, the Declarant subjected the Land (as defined in Section 2.3 below), together with all improvements located thereon and all easement, rights and appurtenances pertaining thereto (collectively and together with the Land referred to herein as the "Property") to the condominium form of ownership as provided in Chapter 703 of the Wisconsin Statutes (the "Act").

ARTICLE II DESCRIPTION OF DEVELOPMENT

2.1. Name. The name of the condominium created by the Plat and the Declaration (the Condominium") is Edgewater Bluff Villas, a Condominium.

2.2. Address. The address of the Condominium is 5327 Sunset Bluff Drive, Green Bay, Wisconsin, 54311.

2.3. Description. The land component of the Property (the "Land") is located in the Town of Green Bay, Brown County, Wisconsin, as more particularly described in Exhibit A attached hereto and made a part hereof.

**ARTICLE III
DESCRIPTION AND LOCATION OF BUILDINGS**

3.1. Construction and Location of Buildings. The buildings in which the Units (defined below) shall be located (the "Buildings") shall be constructed in accordance with the Plat, as such Plat may be subjected to addenda from time to time. A true and correct copy of the current Plat is attached hereto as Exhibit B and made a part hereof.

3.2. Alterations of Plans. The Association has sole discretion to amend the Plat and floor plans of a Unit. The Association shall make good faith efforts to maintain the value of any Units constructed subsequent to the date hereof, such that it is equal to or greater than the value of the Units already constructed and sold to the Unit Owners. The Association has sole discretion and responsibility to record an appropriate addendum to the Plat and floor plans as necessary to account for such changes. However, if Unit Owners request design changes not in accordance with the Plat and floor plans, the Association must obtain the requisite consent of the Unit Owners prior to the construction of the proposed changed Units and the recording of an addendum to the Plat and floor plans reflecting such changes.

**ARTICLE IV
NUMBER AND IDENTIFICATION OF UNITS**

4.1. Unit Definition. The Condominium shall consist of seventy-two (72) units (each a "Unit" and collectively the "Units"). Each building shall contain four (4) Units. A Unit is that part of a Building intended for individual lodging purposes, comprised of one or more cubicles of air at one or more levels of space. The Plat shows floor plans for each Unit showing the layout, boundaries, and dimensions of each Unit.

4.2. Identification of Units. The Units are designated by identifying numbers or letters, as set forth on the Plat.

4.3. Boundaries of Units. The boundaries of each Unit shall be as follows:

4.3.1. Upper Boundary. The upper boundary of the Unit shall be the interior lower surface of the supporting members of the roof above the highest level of the living area, extended to an intersection with the perimetrical boundaries.

4.3.2. Lower Boundary. The lower boundary of the Unit (other than the garage portion of such Unit) shall be the horizontal plane of the upper surface of the unfinished floor of the lowest level of the Unit extended to an intersection with the perimetrical boundaries. The lower boundary of the garage portion of each Unit shall be the horizontal plane of the unfinished upper surface of the concrete floor of such garage, extended to an intersection with the perimetrical boundaries.

4.3.3. Perimetrical Boundary. The perimetrical boundaries of the Unit shall be vertical planes of the inside surface of the studs supporting the interior walls, in either case extending to intersections with each other and with the upper and lower boundaries.

It is intended that the surface of each plane described above (be it drywall, tile, wallpaper, paneling, carpeting, or otherwise covered) is included as part of each defined Unit.

4.4. Additional Items Included as Part of Unit. The Unit shall also include each of the following items that serve such Unit exclusively, whether or not located within the boundaries described in Section 4. 3:

4.4.1. Windows, doors, and garage doors (with all opening, closing, and locking mechanisms and all hardware) that provide direct access to or within the Unit.

4.4.2. Interior lights and light fixtures.

4.4.3. Cabinets.

4.4.4. Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.

4.4.5. Telephone, fax, cable television, computer, internet, stereo, or other sound systems, if any, including outlets, switches, hardware, and other appurtenances serving them.

4.4.6. Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving more than one (1) Unit.

4.4.7. The heating, ventilating, and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, and condensers and all connections thereto serving each Unit.

Specifically not included as part of a Unit are those structural components of each Building and any portion of the plumbing, electrical, or mechanical systems of the Building serving more than one (1) Unit or another Unit, even if located within the Unit. Any structural components and all plumbing, electrical, mechanical, and public or

private utility lines running through a Unit that serve more than one (1) Unit or another Unit are Common Elements.

4.5. Unbuilt Units. The Unit Owners of all unbuilt Units to be located within any Building not yet constructed shall have the right, at their sole cost and expense, to construct such Building in accordance with the Plat. Until such Building has been substantially completed, such Unit Owners shall bear the entire cost of construction, maintenance, repair, and insurance of the Building and shall maintain builder's risk insurance for such Building. Upon substantial completion of any Building, the Unit Owners thereof shall notify the Association, at which point such portions of the Building that are Common Elements shall be maintained, repaired, replaced, and insured by the Association, and the costs thereof shall be Common Expenses. A Building shall be considered "substantially complete" if it houses any Unit for which an occupancy permit has been issued.

ARTICLE V COMMON ELEMENTS

5.1. Common Elements. The common elements (the "Common Elements" (the "Common Elements")) are all of the Condominium except for the Units. The Common Elements include, without limitation, the following:

5.1.1. The Land;

5.1.2. The paved driveways, private streets, and pedestrian walkways, if any, situated on the Land;

5.1.3. The foundations, columns, pilasters, girders, beams, balconies, supports, and main walls (which shall be defined as exterior walls and surfaces, structural walls, roof trusses, and roofs);

5.1.4. Those parts of the utility systems and their associated piping, wiring and operating mechanisms serving more than one (1) Unit; and

5.1.5. Any other portion of the improvements to the Land that is not part of a Unit as described above.

5.2. Use and Easement. Each Unit Owner shall have a valid and exclusive easement to the space between the interior and exterior walls for the purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls, and the like where space between the walls may be necessary for such uses; provided first, that the Unit Owner shall do nothing to impair the structural integrity of the building or the sound-proofing of the common walls between the Units; and second,

that the Common Elements must be restored to their former condition by the Unit Owner at his or her sole expense upon completion or termination of the use requiring the easement.

ARTICLE VI LIMITED COMMON ELEMENTS

6.1. "Limited Common Elements" are those Common Elements identified in this Declaration or on the Plat as reserved for the exclusive use of one or more, but less than all, of the Unit Owners. Such Limited Common Elements shall consist of all balconies, decks, patios, attics, crawlspaces, foyers, hallways, stairways, and exits adjacent to and having direct access to the Units to which they are appurtenant.

ARTICLE VII UNIT OWNER USE

7.1. Unit Owner Definition. "Unit Owner" means a person, combination of persons, partnership or corporation who holds legal title to a condominium Unit or has equitable ownership as a land contract vendee.

7.2. Unit Use. Each Unit shall be used for residential purposes only, shall not be occupied by more than two unrelated persons, and no trade or business of any kind that involves on-site sales or visitation by third parties on more than an occasional basis may be carried on therein. The manner and use of the Units, Common Elements and Limited Common Elements shall be governed by the Bylaws of the Association, and such Rules and Regulations as may be established by the Association from time to time.

ARTICLE VIII PERCENTAGE OWNERSHIP IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

8.1. General Unit Interest. There shall be an undivided percentage interest in the Common Elements (the "Percentage Interest") appurtenant to each Unit of the Condominium.

8.2. Unit Ownership Formula. The Percentage Interest in the Common Elements appurtenant to each Unit shall be equal to a fraction, the numerator of which shall be the number one (1), and the denominator of which shall be the total number of Units of the Condominium, being seventy-two (72).

**ARTICLE IX
REGISTERED AGENT FOR SERVICE OF PROCESS**

The Registered Agent for the Condominium shall be the Resident Agent of the Association, as set forth in the records of the Wisconsin Department of Financial Institutions.

**ARTICLE X
ASSOCIATION OF UNIT OWNERS**

10.1. Association Membership. All Unit Owners shall be entitled and required to be a member of the Association, which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements and Limited Common Elements. The Association has been incorporated as a non-stock corporation under Chapter 181 of the Wisconsin Statutes. Each Unit Owner and the occupants of a Unit shall abide by and be subject to this Declaration, the Bylaws, and the Rules and Regulations of the Association.

10.2. Voting Rights. There shall be one-tenth (1/10) of a vote appurtenant to each Unit for which an occupancy permit has not yet been issued. There shall be one (1) vote appurtenant to each Unit for which an occupancy permit has been issued. If a Unit is owned by more than one person, they are entitled collectively to only one-tenth (1/10) of a vote, or one (1) vote, as the case may be.

10.3. Association Personnel. The Association may obtain or pay for services of any person or entity to manage the affairs to the extent it deems advisable, and may hire such other persons as it shall determine to be necessary or advisable for the proper operation of the Condominium. The Association may contract for lighting, heating, water, trash collection, sewer service, snow removal and such other common services as may be required for each Unit.

**ARTICLE XI
COMMON ELEMENTS**

11.1. Association Responsibilities. The Association shall be responsible for the management and control of the Common Elements and shall cause the same to be kept in good clean condition, order, and repair. Without in any way limiting the foregoing, this shall include all painting, repairing, replacing and decoration of exteriors of the Buildings in which the Units are located.

11.2. Individual Units and Limited Common Elements. Each Unit Owner shall be responsible for keeping the interior of his or her Unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and shall be responsible for decorating, painting, and varnishing which may at any time be necessary to maintain the good appearance and condition of his or her Unit. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the Unit in good repair, each Unit Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, lighting fixtures, refrigerators, air conditioning equipment, dishwashers, disposals, laundry equipment such as washers and dryers, ranges, furnace, water heater or other equipment which may be in, or connected to the Unit. Each Unit Owner shall keep the Limited Common Elements contiguous to his or her Unit in good order, condition and repair. The Association shall be responsible for replacement of the Limited Common Elements.

11.3. Maintenance of Utilities. The Association shall be responsible for the proper maintenance and repair of any and all private sanitary disposal services, water (including private well systems), gas, electric and telephone utilities. Each Unit Owner is responsible through the Association for the pro-rata cost of maintaining and repairing said utilities such that said utilities shall be kept in good working condition.

11.4. Maintenance and Operation of Sewage Systems.

11.4.1. Purpose. This Section 11.4 of the Declaration is included as expressly required by the Bureau of Plumbing, Division of Safety and Buildings, Wisconsin Department of Industry, Labor and Human Relations (hereinafter the "Department"), for the Department's initial and continuing approval of a condominium (or other common ownership) sewerage system as required under Ch. 145, and Ch. H63, Wis. Adm. Code.

11.4.2. Description. The sewerage system for this Condominium is the Dyckesville Sanitary District Municipal Sewer System.

11.4.3. Common Elements. For purposes of this Section 11.4, Common Elements shall include all buried pipes, water lines, and lateral sewer lines.

11.5. Prohibition Against Structural Changes By Unit Owner. A Unit Owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes, or improvements to his or her Unit, or in or to the exterior of any Building or any Common Elements or Limited Common Elements. A Unit Owner shall not perform, or allow to be performed, any act or work which would impair the structural soundness or integrity of any Building or the safety of the Property, or impair any easement or hereditament without the prior written consent of the Association. A Unit may not be altered so as to create a single Unit by joining two or more contiguous Units.

11.6. Entry for Repairs. The Association may enter any Unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction, or repair of utilities and for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the Unit Owners and with as little inconvenience to the Unit Owners as is practical. Any damage caused thereby shall be repaired by the Association and treated as a common expense.

ARTICLE XII RIGHT TO PURCHASE

The Association may bid upon the purchase of any Unit which may become the subject of a foreclosure action or tax sale, or is involved in an action in bankruptcy, or which becomes available for purchase for any reason whatsoever, whether by operation of law or otherwise.

Such Unit ownership or interests therein acquired pursuant to the terms of this paragraph shall be held of accord in the name of the Association, or such nominee as it shall designate, for the benefit of all of the Unit Owners. Such Unit ownership or interest therein shall be sold or leased by the Association for the benefit of the Unit Owners. All proceeds of such sale or leasing after repayment of borrowed funds, if any, and special assessments levied for such purposes shall be deposited in such funds as the Association establishes and may thereafter be disbursed in such time and in such manner as the Association shall determine.

ARTICLE XIII DESTRUCTION AND RECONSTRUCTION

In the event of a partial or total destruction of a Building or Buildings, they shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within ninety (90) days of the date of the damage or destruction, by affirmative vote of the Unit Owners having at least seventy-five percent (75%) of the total number of votes of the Association entitled to be cast, it is determined not to rebuild or repair. In such event, the provisions of Section 703.18 of the ACT shall be applicable.

On reconstruction, the design, plan and specifications of any Building or Unit may vary from that of the original upon approval of the Association, provided, however, that the number of square feet for such Unit as originally constructed and the location of the Buildings shall be substantially the same as prior to damage or destruction. The proceeds of any insurance provided by the Association and collected for such damage or

destruction shall be available to the Association for the purpose of repair and reconstruction, as provided in this Article XIII. The Association shall have the right to levy assessments in the event that the proceeds of any insurance collected are insufficient to pay the actual costs of repair or reconstruction.

ARTICLE XIV INSURANCE

The Board of Directors of the Association shall provide and maintain fire and broad form extended coverage insurance on the Buildings and any portion thereof in the amount of the full insurance value (replacement value) of the Buildings. Premiums shall be a common expense. The insurance shall include a provision whereby it cannot be cancelled, invalidated, or suspended on account of the conduct of any one or more Unit Owners, or the Association, or agents and guests, without thirty (30) days prior written notice to the Association, giving it an opportunity to cure the defects within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

ARTICLE XV LIABILITY FOR COMMON EXPENSES

The costs of administration of the Association, including but not limited to insurance, repair, maintenance, landscaping and other expenses of the Common Elements and common services provided to the Unit Owners, shall be paid for by the Association. The Association shall levy equal assessments against the Unit Owners of those Units for which an occupancy permit has been issued for such common expenses. No assessments shall be levied against the Unit Owners of those Units for which an occupancy permit has not been issued. No Unit Owner may exempt himself or herself from liability for his or her contribution toward the common expenses by waiver of the use of enjoyment of any of the Common Elements or Limited Common Elements or services, or by abandonment of his or her Unit. No conveyance shall relieve the Unit Owner or grantor of such liability, and he or she shall jointly, severally, and personally be liable along with his or her grantee in any such conveyance for the common expenses incurred up to the date of sale, until all expenses charged to his or her Unit have been paid.

All common expenses and assessments, when due, shall immediately become a personal debt of the Unit Owner and also a lien, until paid, against the Unit to which charged, as provided in the Act, without the necessity of filing such lien, and this provision shall constitute notice to all successors of title to Units.

**ARTICLE XVI
PARTITION OF COMMON ELEMENTS PROHIBITED**

There shall be no partition of the Common Elements and Limited Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of the applicable statutes regarding Unit ownership or condominium ownership.

**ARTICLE XVII
CONVEYANCE TO INCLUDE INTEREST IN COMMON ELEMENTS AND
LIMITED COMMON ELEMENTS**

The Percentage Interest in the Common Elements and Limited Common Elements shall not be separated from the Unit to which it appertains. No Unit owner shall execute any deed, mortgage, lease or other instrument affecting title to the Unit owned by such Unit Owner without including therein both his or her interest in the Unit and his or her corresponding Percentage Interest in the Common Elements and Limited Common Elements, it being the intention hereof to prevent any severance of such combined ownership.

**ARTICLE XVIII
EASEMENTS AND ENCROACHMENTS**

18.1. Utilities. Utility easements over the Property are hereby declared and granted for the benefit of the Unit Owners and the Association.

18.2. Encroachments. If by reason of the construction, reconstruction, settlement or shifting of any Building, or the design or construction of any Unit, any part of the Common Elements or Limited Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements or Limited Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of the Association or such Unit, as the case may be, for so long as all or any part of the Building containing such Unit remains standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Unit over the Common Elements and Limited Common Elements, if such encroachment occurred due to the willful conduct of said Unit Owner.

18.3. Binding Effect. All easements and rights described herein are easements appurtenant, running with the Land and are subject to the reasonable control of the

Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding upon the Association, its successor and assigns, and all of the Unit Owners, purchasers, and mortgagees, and their heirs, executors, administrators, successors, and assigns. The Association shall have the authority to execute all documents necessary to carry out the intent of this Article XVIII.

ARTICLE XIX
FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER

The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the failure of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit Owner, with knowledge of breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

ARTICLE XX
AMENDMENTS TO DECLARATION

Except as otherwise provided by the Act, this Declaration may be amended with the written consent of the Unit Owners holding not less than three-fourths (3/4) of all votes entitled to be cast by the Unit Owners. No Unit Owner consent shall be effective unless it is approved in writing by the first mortgagee of the Unit owned by such Unit Owner, or the holder of an equivalent security interest, if any. The document submitting the amendments for recording shall be certified by the President and Secretary of the Association and shall be in a form suitable for recording with the Register of Deeds for Brown County, Wisconsin. A copy of the recorded document shall be mailed or personally delivered to each Unit Owner at his or her address on file with the Association. Notwithstanding the foregoing provision for amendment, none of this Declaration, or the Bylaws, or Rules and Regulations of the Association shall be amended, modified or adopted so as to prohibit the unrestricted occupancy and use of the Units on a day to day basis by an Unit Owner, guests, or tenant.

ARTICLE XXI
RESTRICTIONS OF USE, OCCUPANCY AND TRANSFER

In addition to any other limitations or restrictions set forth in the Bylaws or Rules and Regulations, each Unit Owner shall be subject to the following restrictions, covenants, and conditions:

21.1. Occupancy. Any person occupying a Unit with the authority of a Unit Owner or as a lessee shall comply with all restrictions, covenants, and conditions imposed hereunder upon a Unit Owner.

21.2. Common Element Use and Easement. No Unit Owner shall cause or permit the Common Elements to be used so as to deny the other Unit Owners the full use of such portion of the Common Elements.

21.3. Tenants in Common Ownership. Unit Owners shall not be deemed to own any supply lines, waste lines, pipes, wires, conduits, or public utility lines running through said Units which are utilized for or serve more than one Unit, except as an owner in common with the other Unit Owners.

ARTICLE XXII ASSOCIATION COOPERATION

The Association shall cooperate with its lenders, title companies and any other individuals or entities as reasonably necessary for the closing of the sale of any Units of the Condominium.

ARTICLE XXIII MISCELLANEOUS

23.1. Notices. All notices and other documents required to be given herein shall be sufficient if given to the registered Unit Owner. All Unit Owners shall provide the Secretary of the Association with an address for mailing or service of any notice or other documents, and the Secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with the Secretary.

23.2. Captions. The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define or limit the scope of intent of the various provisions hereof.

23.3. Severability. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provision or any other provision hereof.

