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Condominium, Homeowner and Cooperative Association

Kevin T. Wells, Esq.* Paul E. Olah, Jr., Esq.** Michael W. Cochran, Esq.





Civil Litigation Construction Litigation

Jackson C. Kracht, Esq. Michael P. Wallach, Esq. Thomas A. Marino II, Esq.

June 30, 2022

Florida Secretary of State Division of Corporations P.O. Box 6327 Tallahassee, FL 32314

Re: Certificate of Amendment

The Landings South V Condominium Association, Inc.

Dear Sir or Madam:

Please file the enclosed original Amendments to the Articles of Incorporation for the above-referenced corporation.

Also enclosed is my firm check in the amount of \$43.75 for the filing fee and certified copy fee. Please return a **certified copy** to the undersigned at your earliest convenience.

Thank you for your assistance in this matter.

Very truly yours,

LAW OFFICES WELLS YOLAH YOCHRAN, P.A.

Kevin T. Wells, Esd.

kwells@kevinwellspa.com

KTW/lms Enclosures Prepared by and Return to: Kevin T. Wells, Esq. Law Offices of Wells | Olah |Cochran, P.A. 3277 Fruitville Rd., Bldg. B Sarasota, Florida 34237 (941) 366-9191 (Telephone)



CERTIFICATE OF AMENDMENT

ARTICLES OF INCORPORATION OF THE LANDINGS SOUTH V CONDOMINIUM ASSOCIATION, INC.

We hereby certify that the attached amendments to the Articles of Incorporation of THE LANDINGS SOUTH V CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation (herein, the "Association") were adopted by the affirmative vote of two-thirds (2/3) of the units at the March 24, 2022 meeting of the Association's members which is sufficient for approval under Article XIII of the Articles of Incorporation. The Association further certifies that the attached amendments were proposed and adopted as required by the governing documents and applicable Florida law.

The Declaration of Condominium for The Landings South V, a condominium was recorded at Official Records Book 1967, Page 1455 et seq. of the Public Records of Sarasota County, Florida.

DATED this day of June, 2022.	
Signed, sealed and delivered in the presence of:	THE LANDINGS SOUTH V CONDOMINIUM ASSOCIATION, INC., a Florida not for Profit Corporation
Sign:	By: Carolyn Fourner President Carolyn Fournier, President
Print: 1 eylia taxta tralesco	
Sign: Dide	ATTEST: \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
Print: Bridget Spence	Jane Donovan, Secretary
	(Corporate Seal)
STATE OF FLORIDA	
COUNTY OF SARASOTA	
notarization, this day of June, 2022, by Caroly	d before me by means of ☑ physical presence or □ online yn Fournier as the President of THE LANDINGS SOUTH V
or has produced	ration, on behalf of the corporation, who is personally known to me as identification.
	NOTARY PUBLIC
	sign: megan A. mckead
	Print Mean A. McLeod



State of Florida at Large (Seal) My Commission expires:

AMENDED AND RESTATED

May W-5 PAZO

ARTICLES OF INCORPORATION OF

THE LANDINGS SOUTH V CONDOMINIUM ASSOCIATION, INC.

a Florida Not For Profit Corporation

[Substantial rewording of Articles of Incorporation. See existing Articles of Incorporation for present text.]

The Members of **THE LANDINGS SOUTH V CONDOMINIUM ASSOCIATION**, **INC.**, a Florida not for profit corporation, adopt these Amended and Restated Articles of Incorporation (the "Articles of Incorporation"). The original Articles of Incorporation were filed with the Florida Department of State, Division of Corporations on July 30, 1987, Document Number N21793. The original Declaration of Condominium for **THE LANDINGS SOUTH V, A CONDOMINIUM**, was recorded at Official Records Book 1967, Page 1455 *et seq.* of the Public Records of Sarasota County, Florida.

- ARTICLE 1. NAME OF CORPORATION. The name of the corporation is THE LANDINGS SOUTH V CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation (the "Association").
- **ARTICLE 2. PRINCIPAL OFFICE.** The principal address of the Association is Starling Drive, Sarasota, FL 34231. The Association's Board of Directors may change the location of the principal address from time to time.
- ARTICLE 3. GENERAL NATURE OF BUSINESS AND PURPOSE. The general nature of the business to be conducted by the Association and the purpose for which the Association is organized is to provide an entity pursuant to Chapters 617 and 718, Florida Statutes (the "Condominium Act"), for the operation and management of THE LANDINGS SOUTH V, A CONDOMINIUM (the "Condominium"), upon land located on Starling Drive in Sarasota County, Florida, and to perform all acts provided in the Declaration of Condominium of said Condominium and the Condominium Act.

ARTICLE 4. POWERS.

- 4.1 Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers of a corporation not for profit, not in conflict with the terms of these Articles of Incorporation, the Bylaws, the Declaration of Condominium, or the Condominium Act.
- 4.2 Specific Powers. The Association shall have all of the powers and duties set forth in the Condominium Act and Chapter 617, Florida Statutes (the "Florida Not for Profit Corporation Act"). The Association shall also have all of the powers set forth in the Declaration and the Bylaws, as they may be amended from time to time; and all of the powers reasonably necessary to operate the Condominium and the Association, including, but not limited to, the following:
 - (1) To make, amend and collect annual Assessments and Special Assessments against Units within the Condominium and Unit Owners as Members to defray the Common Expenses and losses of the Association.
 - (2) To use the proceeds of Assessments in the exercise of its powers and duties.

- (3) To maintain, repair, alter, improve, replace, lease, administer and operate the Common Elements and Association Property and any portions of a Unit for which the Association is responsible.
- (4) To purchase insurance upon the Common Elements and Association Property and for the protection of the Association, its Directors, Officers and its Members as Unit Owners.
- (5) To reconstruct improvements after casualty and to further improve the Common Elements and Association Property.
- (6) To make and amend reasonable Rules and Regulations regarding the Condominium Property.
- (7) To approve or disapprove the transfer, lease, mortgage, and ownership of Units in the Condominium.
- (8) To enforce by any and all legal means the provisions of the Condominium Act, the Declaration, the Articles of Incorporation, the Bylaws and any Rules and Regulations promulgated by the Board of Directors.
- (9) To contract for the management, operation, administration and maintenance of the Association, the Common Elements and Association Property and to delegate to such agent or contracting party any powers and duties of the Association, except such as are specifically required by the Condominium Act, the Declaration, the Articles of Incorporation, or the Bylaws to have the approval of the Board of Directors or the Members.
- (10) To employ personnel for reasonable compensation to perform the services required for proper administration and operation of the Association, including, but not limited to, management of the Association and administration of an Association rental program.
- (11) To enter into agreements acquiring leaseholds, membership and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use benefits of the Unit Owners.
- (12) To purchase, acquire or take title to Units within the Condominium for any purpose and to hold lease, sell mortgage, use or convey such Units on terms and conditions approved by the Board of Directors.
- (13) To grant, modify, move or terminate easements over, under or through the Common Elements or Association Property.
 - (14) To sue and be sued.
- (15) To borrow money and secure the same by assigning Assessments, lien rights, Assessment collection authority, and by execution of mortgages encumbering the Association real property (but not the Common Elements) and to acquire property or interests therein encumbered by mortgages which are to be paid or assumed by the Association.

- (16) To create and disband committees.
- (17) To further improve the Condominium Property, both real and personal, and to purchase reality and items of furniture, personal property, furnishings, and equipment.
- (18) To exercise such other powers and authority to do and perform every act and thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth in the Condominium Documents and as permitted by the laws of Florida.
- 4.3 Emergency Powers. In the event of an emergency as defined herein, the Board of Directors may exercise the emergency powers and any other powers authorized by the provisions of Section 718.1265, Florida Statutes (2021), and Sections 617.0207 and 617.0303, Florida Statutes (2021). For purposes of this Section 4.3 only, an emergency exists during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subject to: a state of emergency declared by civil or law enforcement authorities; a hurricane watch or warning as issued by a governmental authority; a partial or complete evacuation order issued by civil or law enforcement authorities; the declaration of a federal or state "disaster area" status; or catastrophe, whether natural or manmade, which seriously damages, or threatens to seriously damage the physical existence of the Condominium. During an emergency as defined herein, the Board of Directors may exercise the following emergency powers:
 - (1) Conduct Board meetings, committee meetings, elections, and membership meetings, in whole or in part, by telephone, real-time videoconferencing, or similar real-time electronic or video communication with notice given as is practicable. Such notice may be given in any practicable manner, including publication, radio, United States mail, the Internet, electronic transmission, public service announcements, and conspicuous posting on the Condominium Property or Association Property or any other means the Board deems reasonable under the circumstances. Notice of decisions also may be communicated as provided in this paragraph.
 - (2) Cancel and reschedule any membership meeting, committee meeting or meeting of the Board of Directors.
 - (3) Name as interim assistant officers persons who are not directors, which assistant officers shall have the same authority as the executive officers to whom they are assistants during the state of emergency to accommodate the incapacity or unavailability of any officer of the Association.
 - (4) Relocate the Association's principal address or designate alternative principal addresses.
 - (5) Enter into agreements with governmental agencies, local counties and municipalities to assist counties and municipalities with debris removal and other emergency assistance.
 - (6) Implement a disaster plan before or immediately following the event for which a state of emergency is declared which may include, but is not limited to, electricity; water, sewer, or security systems; or heating, ventilating and air conditioners.
 - (7) Based upon advice of emergency management officials or public health offices, or upon the advice of licensed professionals retained by or otherwise available to the Board of Directors, determine any portion of the Condominium Property or Association Property unavailable for entry or

occupancy by Unit Owners, family members, tenants, guests, agents, or invitees to protect the health, safety, or welfare of such persons.

- (8) Require the evacuation of the Condominium Property in the event of a mandatory evacuation order in the locale in which the Condominium is located. Should any Unit Owner, tenant, guest, occupant, or invitee fail or refuse to evacuate the Condominium Property or Association Property where the Board of Directors has required evacuation, the Association shall be immune from any and all liability or injury to persons or property arising from such failure or refusal.
- (9) Based upon advice of emergency management officials or public health officials, or upon the advice of licensed professionals retained by or otherwise made available to the Board of Directors, determine whether the Condominium Property, Association Property, or any portion thereof can be safely inhabited, accessed or occupied. However, such determination is not conclusive as to any determination of habitability pursuant to the Declaration
- (10) Mitigate further damage, injury or contagion, including taking action to contract for the removal of debris and to prevent or mitigate the spread of fungus or contagion, including, but not limited to, mold or mildew, by removing and disposing of wet drywall, insulation, carpet, carpet pad, wood flooring, tile, baseboards, air ducts, insulation, cabinetry, any and all personal property or belongings of a Unit Owner or occupant, including but not limited to furniture, clothes, mattresses, and all other fixtures on or within the Common Elements, Association Property or the Units, even if the Unit Owner is obligated by the Declaration or Florida law to insure or replace those fixtures and to remove personal property from a Unit.
- (11) Contract, on behalf of any Unit Owner, for items or services for which Unit Owners are otherwise individually responsible for, but which are necessary to prevent further damage to the Common Elements, Condominium Property or Association Property. In such event, the Unit Owner on whose behalf the Board of Directors has contracted shall be responsible for reimbursing the Association for the actual costs of the items or services, and the Association may use any Assessment and claim of lien authority provided by Section 718.116, Florida Statutes, or the Declaration, to enforce collection of such charges. Without limitation, such items or services may include the drying of units, the boarding of broken windows or doors, the replacement of damaged air conditioners or air handlers to provide climate control in the units or other portions of the property, and the sanitizing of the condominium property or association property, as applicable.
- (12) Regardless of any provision to the contrary and even if such authority does not specifically appear in the Declaration, the Articles of Incorporation, or the Bylaws, the Board of Directors may levy one or more Special Assessments without a vote of the Unit Owners.
- (13) Without Unit Owners' approval, borrow money and pledge Association assets as collateral to fund emergency repairs and carry out the duties of the Association when operating funds are insufficient. This paragraph does not limit the general authority of the Association to borrow money, subject to such restrictions as are contained in the Articles of Incorporation, the Declaration, or the Bylaws.
- (14) Corporate action taken in good faith to meet the emergency needs of the Association or its Members shall bind the Association; have the rebuttable presumption of being reasonable and necessary; and may not be used to impose liability on a Director, Officer, or employee of the Association.

An officer, director, or employee of the Association acting in good faith and in accordance with this Article 4.3 herein shall only be liable for willful and intentional misconduct.

Notwithstanding Article 4.3, Sections (1) through (14) above, during a state of emergency declared by executive order or proclamation of the Governor pursuant to Section 252.36, Florida Statutes, the Association may not prohibit Unit Owners, tenants, guests, agents, or invitees of a Unit Owner from accessing the Unit and the Common Elements and Limited Common Elements appurtenant thereto for the purposes of ingress and egress from the Unit and when access is necessary in connection with: (a) the sale, lease, or other transfer of title of a Unit, or (b) the habitability of the Unit or for the health, and safety of such person unless a governmental order or determination, or a public health directive from the Centers for Disease Control and Prevention, has been issued prohibiting such access to the Unit. Any such access is subject to reasonable restrictions adopted by the Association.

The emergency powers authorized in Article 4.3 herein shall be limited to the time period reasonably necessary to protect the health, safety, and welfare of the Association and the Unit Owners, their family members, tenants, guests, occupants and invitees and as shall be reasonably necessary to mitigate further damage, injury or contagion and make emergency repairs to the Units, Common Elements, and\or Association Property.

- **4.4 Association Property.** All funds and the titles of all real property acquired by the Association and their proceeds shall be held in trust for the Members in accordance with the provisions of the Declaration, the Articles of Incorporation, and the Bylaws.
- **4.5 Limitation on Exercise of Powers**. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Condominium Act, the Declaration, and the Bylaws.

ARTICLE 5. MEMBERS.

- 5.1 Members. All persons owning a vested present interest in the fee title to a Condominium Unit in THE LANDINGS SOUTH V, A CONDOMINIUM, which interest is evidenced by a duly recorded proper instrument in the Public Records of Sarasota County, Florida, shall be Members of the Association. Membership shall terminate automatically and immediately at the time a Member's vested interest in the fee title terminates.
- 5.2 Change of Membership. After receiving the written approval of the Association's Board of Directors as provided in the Declaration of Condominium, the change of membership in the Association shall be evidenced in the Association's official records by the delivery to the Association of a copy of the recorded deed or other instrument of conveyance. The person or persons named on the recorded deed or other instrument thereby automatically becomes a Member of the Association and the membership of the immediate past Unit Owner is automatically terminated.
- 5.3 Limitation on Transfer of Shares of Assets. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to a Unit.

ARTICLE 6. VOTING RIGHTS.

6.1 One Vote Per Unit. Each Condominium Unit shall be entitled to one (1) vote at Association membership meetings. When more than one person owns a Unit in the Condominium, the vote for that Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with

respect to any one (1) Unit, and the vote shall not be divided among the Owners of any one (1) Unit. If one (1) Owner owns more than one (1) Unit such Owner shall have one (1) vote for each Unit owned. If Units are joined together and occupied by one (1) Owner such Owner shall have one (1) vote for each Unit owned.

- **6.2 Manner of Exercising Voting Rights.** The manner of exercising voting rights shall be determined by the Declaration, these Articles of Incorporation, and the Association Bylaws. No vote shall be allocated to a Unit owned by the Association or placed into receivership.
- **6.3 Suspension of Voting Rights.** The Association may suspend the voting rights of a Member in the manner provided in the Condominium Act and the Condominium Documents.
- **ARTICLE 7. INCOME DISTRIBUTION.** No part of the income of the Association shall be distributable to its Members, except as compensation for services rendered.
- **ARTICLE 8. CORPORATE EXISTENCE.** The Association shall exist perpetually unless sooner dissolved according to law.

ARTICLE 9. BOARD OF DIRECTORS.

- 9.1 Board of Directors. The business, affairs, and operation of the Association shall be conducted by its Board of Directors which shall consist of not less than three (3) nor more than five (5) natural persons. A Director must fulfill all requirements of eligibility provided in the Bylaws, the Declaration, and the Condominium Act.
- **9.2 Election of Directors.** The Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws and the Condominium Act.
- **9.3 Recall of Directors.** A Director may be recalled with or without cause, and vacancies on the Board of Directors shall be filled, in the manner provided by the Bylaws and the Condominium Act.
- **ARTICLE 10. OFFICERS.** The affairs and operation of the Association shall be administered by the officers designated in the Bylaws, as directed by the Board of Directors. The officers shall be elected by the Board of Directors at its organizational meeting following the annual meeting of the Members and shall serve at the will of the Board of Directors.

ARTICLE 11. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

11.1 Indemnity. The Association shall indemnify any officer, Director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, officer, or committee member of the Association, against expenses, including reasonable attorney's fees and appellate attorney's fees; judgments; fines; and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order,

settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, directors, and committee members as permitted by Florida law.

- 11.2 **Defense**. To the extent that a Director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in this Article 11, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses, including attorney's fees and appellate attorney's fees, actually and reasonably incurred by him or her in connection therewith.
- 11.3 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, officer, or committee member subject to the understanding and agreement of such Director, officer, or committee member to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association as authorized by this Article 11.
- 11.4 **Miscellaneous**. The indemnification provided by this Section herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.
- 11.5 Insurance. The Association has the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, committee member, employee, or agent of the Association, or a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of Article 11 herein.
- 11.6 Amendment. Notwithstanding anything to the contrary herein, the provisions of Article 11 herein may not be amended without the approval in writing of all persons whose interests would be adversely affected by such amendment.
- **ARTICLE 12. BYLAWS.** The Bylaws of the Association may be altered, amended or rescinded in the manner provided in such Bylaws.

ARTICLE 13. AMENDMENTS.

- 13.1 Proposal. Amendments to the Articles of Incorporation may be proposed at any time by the President, by at least a Majority of the Board of Directors, or by written petition signed by no less than the Owners of ten (10) Units. If by written petition, the proposed amendments must be submitted to a vote of the Association not later than the next annual membership meeting. The text of the proposed amendment shall be included in or with the notice of the membership meeting at which the amendment will be considered.
- 13.2 Notice. Notice of a proposed amendment shall be included in or with the notice of any meeting at which a proposed amendment is considered and such notice shall contain the full text of the Articles of

Incorporation to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be indicated by strike-through. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and strike-through as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Articles of Incorporation. See Articles of Incorporation _____ for present text."

- 13.3 Adoption. The Articles of Incorporation shall be amended if the proposed amendment is approved by not less than two-thirds (2/3) of the Association's Voting Interests present (in person or by proxy) and voting at a membership meeting at which a quorum is obtained.
- 13.4 Limitation on Amendments. No amendment shall make any changes in the qualification for membership or the voting rights of Members, without the approval in writing of all Unit Owners. No amendment shall be made which is in conflict with the Condominium Act or the Declaration.
- 13.5 Automatic Amendment. Whenever Federal or Florida law or administrative regulations, as amended from time to time, impose procedural or operational requirements less stringent than set forth in the Articles of Incorporation or Bylaws, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the Unit Owners, may but shall not be under a duty or legal obligation to adopt by Majority vote of the Board, amendments to these Articles of Incorporation as the Board deems reasonably necessary to make the Articles of Incorporation consistent with Federal or Florida law or applicable administrative regulations.
- 13.6 Certification. A copy of each amendment to the Articles of Incorporation shall be filed with the Florida Department of State, Division of Corporations and shall be recorded in the Official Records of Sarasota County, Florida, along with a certificate of amendment executed by the appropriate officers of the Association attesting that the amendment has been lawfully and properly adopted.

ARTICLE 14. MISCELLANEOUS.

- **14.1 Term.** The term of the Association shall be perpetual, unless sooner dissolved according to law.
- 14.2 Interpretation. Terms used in these Articles of Incorporation shall have the same meaning as defined in the Declaration or the Condominium Act. The Board of Directors is responsible for interpreting the provisions of the Declaration, the Bylaws, the Articles of Incorporation, and the Rules and Regulations. The Board of Directors' interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board of Directors is not wholly unreasonable shall conclusively establish the validity of such interpretation.
- 14.3 Original Subscriber. The name and street address of the original subscriber to these Articles of Incorporation are Mr. Alan W. Kimbro, c\o Sundial Group, Inc, One Beach Drive S.E., Suite 201-M, St. Petersburg, FL 33701.
- 14.4 Registered Office and Agent. The current registered agent and office of the Association, until otherwise determined by the Board of Directors, shall be CASEY CONDOMINIUM MANAGEMENT, 4370 S. Tamiami Trail, Suite #102, Sarasota, Florida 34231. The Board of Directors is authorized to change its registered agent and office in the manner provided by Florida law.

- 14.5 Florida Statutes. Any reference to a statute or statutory provision herein, including, but not limited to, the Condominium Act, and the Florida Not For Profit Corporation Act, means as they existed on the date the original Declaration of Condominium was first recorded in the Public Records of Sarasota County, Florida.
- 14.6 Conflicts. The term "Condominium Documents," as used in these Articles of Incorporation and elsewhere shall include the Declaration of Condominium, Articles of Incorporation, Bylaws, the Rules and Regulations of the Association, the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, and all other exhibits to the original Declaration of Condominium. In the event of a conflict between the language in the Declaration of Condominium and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict between language in any of the other Condominium Documents, the following priorities shall control: (1) Declaration of Condominium, (2) Articles of Incorporation, (3) Bylaws, and (4) Rules and Regulations
- **14.7 Gender.** The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.
- 14.8 Severability. In the event that any Article, Section, clause, or provision of these Articles of Incorporation are deemed invalid, it shall be severed and the remaining provisions shall be deemed in full force and effect.
- **14.9 Headings.** The headings of paragraphs or sections herein are for convenience purposes only, and shall not be used to alter or interpret the provisions therein.

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