

XXI. SEVERABILITY. The invalidity of any covenant, restriction or other provision of the condominium documents shall not affect the validity of the remaining portions thereof.

XXII. ASSIGNMENT BY DEVELOPER. All or any portion of the rights, privileges and immunities granted or reserved to the Developer in the condominium documents may be assigned by the Developer to any person, without the consent of the owner of any residence or any mortgage holder; provided that all such rights, privileges and immunities of the Developer shall not be assigned to any person unless such person shall agree to assume all of the duties and obligations of the Developer under the condominium documents. In the event of the foreclosure of any mortgage upon one or more residences owned by the Developer, or conveyance of any such residence in lieu of such foreclosure, the person first acquiring title to such residence or residences by reason of such foreclosure or deed in lieu of foreclosure shall be bound by the restrictions upon sale, leasing and mortgaging residences set forth in the condominium documents only to the extent that such restrictions were applicable to such residences when owned by the Developer.

XXIII. ADDITIONAL PROVISIONS RELATING TO MORTGAGEES. The following provisions, in addition to provisions set forth elsewhere in the condominium documents, shall be applicable to the holders of first mortgages upon the individual residences contained in the condominium:

A. The holder of any such mortgage shall be entitled to written notification from the Association or the Manager at least thirty (30) days prior to the effective date of (i) any change in the condominium documents or regulations adopted pursuant thereto, and (ii) any change of the Manager (not including change in employees of a corporation acting as Manager), provided that the Manager shall