

of entry upon the lot of any other owner to the extent reasonably necessary to perform repair, maintenance, or reconstruction of a party wall. Such repair, maintenance, or reconstruction of a party wall shall be done expeditiously, and, upon completion of the work, the owner shall restore the adjoining lot or lots to as near the same condition as that which prevailed prior to commencement of the work as is reasonably practicable.

6.7 Certification With Respect to Contribution. If any owner desires to sell his lot, he may, in order to assure a prospective purchaser that no adjoining owner has a right of contribution as provided in this Article request of the adjoining owner or owners a certification that no right of contribution exists, whereupon it shall be the duty of each adjoining owner to make such certification immediately upon request and without charge. If the adjoining owner claims the right of contribution, the certification shall contain a recital of the amount claimed and the basis therefor. Failure of an owner to make a certification within 10 days after receipt of written request shall be deemed a waiver of his rights to contribution.

6.8 Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, such dispute shall be settled by arbitration as provided under the laws of the State of South Carolina as now or hereafter amended.

6.9 Encroachments. Each owner of a Numbered Tract or portion thereof grants to the other owners an easement to maintain in perpetuity all minor encroachments on a Numbered Tract or portion thereof of another owner, such, by way of example, as for utility meters, heat and air conditioning compressors and related equipment and overhanging eaves and gables, and minor as-built violations of property lines, which easement shall include rights of ingress and egress for repairs and maintenance of the same.

6.10 Structural Support. Every portion of a residence which contributes to the structural support of the building shall be burdened with an easement of structural support for the benefit of the other owner owning a portion of said building.

ARTICLE VII.

AMENDMENTS AND MODIFICATIONS TO COVENANTS

7.1 Reservation. Owner reserves and shall have the right to amend these Declarations of Covenants and Restrictions for the purpose of resolving any ambiguity in, or any inconsistency between, the provisions contained herein, and to make any additional covenants and restrictions applicable to the Real Property which do not substantially alter or change the standards of the covenants and restrictions herein contained.

7.2 Additional Covenants. No owner, of any Numbered Tract, without the prior written approval of Owner, may impose additional covenants or restrictions on any part of the Real Property.

ARTICLE VIII.

TERMS AND ENFORCEABILITY

8.1 Enforcement. If Owner, his heirs and assigns, or any person owning any Real Property subject to the within covenants, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person owning any Real Property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants and either to prevent him or them from doing so or to recover damages and other dues for such violation. Invalidation of any one or more of these covenants by a judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

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