

the administration of the Development, is attached hereto as Exhibit "D" and made a part hereof.

Section 12.06. Enforcement. Each owner shall comply strictly with the By-Laws and with the administrative rules and regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in this Declaration or in the deed to his unit. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or for injunctive relief, or both, maintainable by the Board of Directors on behalf of the Association or, in a proper case, by an aggrieved owner. Failure by the Association or any owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

Section 12.07. Severability. Invalidation of any covenant, condition, restriction or other provision of this Declaration or the By-Laws shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

Section 12.08. Perpetuities and Restraints on Alienation. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Richard M. Nixon, President of the United States.

Section 12.09. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 12.10. Agent for Service of Process. The Developer hereby designates as its agent to receive service of process in the cases provided for in the Act the following: William W. Kehl, 44 East Camperdown Way, Greenville, South Carolina.

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