

a Partner, may engage in or possess an interest in other business ventures of every nature and description, independently or with others, including, but not limited to, the ownership, financing, leasing, operation, management, syndication, brokerage and development of real property; and neither the Partnership nor the Partners shall have any right by virtue of this Agreement in and to such independent ventures or to the income or profits derived therefrom.

17.3 Notices

All notices under this Agreement shall be in writing, duly signed by the party giving such notice, and transmitted by registered or certified mail addressed as follows:

- (a) If given to the Partnership:

Roper Mountain Apartments, Ltd.
2480 Windy Hill Road
Suite 403
Marietta, Georgia 30067

or at such other address to which the General Partners may hereafter designate in writing; and

- (b) If given to any Limited Partner, at the address set forth in this Agreement, or at such other address as he may hereafter designate by written notice to the Partnership.

17.4 Captions

Section titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

17.5 Gender

Whenever the singular number is used in this Agreement, and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders and the word "person" shall include corporation, firm, partnership or other form of association.

17.6 Counterparts

The Agreement may be executed in any number of counterparts and all of such counterparts shall for all purposes constitute one Agreement, binding on the parties hereto, notwithstanding that all parties are not signatory to the same counterpart.

Any counterpart of either this Agreement or any Certificate of Limited Partnership or any amendments thereto, which has attached to it separate signature pages which altogether contain the signature of all Partners shall for all purposes be deemed a fully executed agreement.

17.7 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. Any requirements, imposed under the applicable law, including but not limited to, the provisions of the South Carolina Limited Partnership Act, as is in effect from time to time, shall, where inconsistent with any provision of this Agreement, be controlling and shall govern rights among the parties hereto. Any such provisions under applicable law or regulation which supersedes or invalidates any provisions hereof shall not affect the validity of this Agreement, and the remaining provisions shall be enforced as if the invalid provision or provisions were deleted.