

law in addition to the rights conferred to them by this Declaration. And, if the Association shall be required to file any action to obtain compliance therewith or to enforce its rights against a Unit Owner, it shall be entitled to be reimbursed for its reasonable attorney's fees and court costs which the Unit Owner hereby agrees to pay.

The failure of the Sponsors or the Association or any Unit Owner to enforce any covenant, restriction or other provision of this Declaration, the By-Laws or the rules and regulations of the Association adopted pursuant thereto, or any of the rights conferred by the Condominium Act of the State of South Carolina shall not constitute a right or waiver to do so thereafter.

31. Paragraph Headings. Paragraph headings of the within Declaration are used only as a matter of convenience for reference and are not to be considered a part of this Declaration in determining the intent of the Sponsor.

32. Termination. Subject to paragraph 28 hereof and the law of the State of South Carolina, this Declaration may be terminated by the unanimous consent of the Unit Owners.

33. Validity. If any provision of the Horizontal Property Act of the state of South Carolina or section, sentence, clause, phrase or word of the application hereof in any circumstance of said statute or of this Declaration, or the annexed By-Laws of the Association, is held invalid, the validity of the remainder of said statute or instrument and/or of the application of any such provision, section, sentence, clause, phrase, or word in other circumstances of said statute or of this Declaration or of the annexed By-Laws of the Association shall not be affected thereby.

In witness whereof, James B. Adams, William R. Martin, Thomas R. Martin, and Eyl R. Martin have executed this Declaration of Condominium this 17th day of April, 1979.