

Chanticleer Townhouse Property Owners Assoc., Inc. shall also be entitled to the use of the remaining recreational facilities (pool and bath house) in accordance with the terms of merger.

Section 4. Future Recreational Facilities. In the event the Homeowners Association desire to construct additional tennis courts or other recreational facilities, the same may be constructed in the common area, provided, in addition to all Association Requirements, the plans and specifications are approved by the Architectural Committee and provided the Homeowners Association bears the cost thereof through its membership.

#### ARTICLE XIV.

##### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants, conditions, and restrictions of this Declaration shall run with the land and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the owners of not less than ninety percent (90%) of the lots, and thereafter by an instrument signed by the owners of not less than seventy-five percent (75%) of the lots; provided, however, that the Board of Directors may amend this Declaration, without the consent of owners, to correct any obvious error or inconsistency in drafting, typing, or reproduction. All amendments shall be certified as an official act of the Association and shall forthwith be recorded in the RMC Office for Greenville County, S. C. All amendments shall become effective upon recordation.

Section 4. Lease of Residence. No residence shall be leased for transient or hotel purposes, nor may any owner lease less than entire unit. Any lease must be in writing and provide that the terms of the lease and the occupancy of the unit shall be subject in all respects to the provisions of the Declaration of Covenants, Conditions and Restrictions and By-laws of the