

16. General Provisions.

16.1 This Agreement shall inure to the benefit of and constitute a binding obligation upon the parties hereto, their respective successors, heirs and assigns. Notwithstanding the preceding sentence, the Agent shall not assign its interest under this Agreement except in the connection with the sale of all or substantially all of the assets of its business; in the event of such a sale Agent shall be released from all liability hereunder only upon the expressed assumption of such liability by its assignee.

16.2 Any waiver by the Association and/or the Board of a breach of any provisions of this Agreement by Agent shall not operate nor be construed as a waiver of any subsequent breach by Agent.

16.3 This Agreement shall be interpreted and construed according to the laws of the State of Delaware.

16.4 This Agreement shall constitute the entire Agreement between the parties and no variance or modification hereof shall be valid and enforceable except as set forth in writing and as approved and executed in the same manner as this Agreement.

16.5 Should any part, term or provisions of this Agreement be declared or decided by any Court to be invalid or in conflict with the law, the validity of the remaining portion, terms or provisions, shall not be affected thereby and the remainder of the Agreement shall continue in full force and effect.

16.6 Notice hereunder shall be valid if in writing and sent by registered or certified mail, if to the Association, to the President of the Board at his or her home address. If to the Agent, to P.O. Box 7368, Wilmington, DE 19803 or to such other addresses as shall, from time to time be designated by either party by appropriate notice. Notice served by mail shall be deemed to have been served when deposited in the mails.

IN WITNESS WHEREOF, the parties, intending to be legally bound hereby, have set their hands in seals as of the day and year first written above.

ATTEST

GREENVILLE OVERLOOK HOMEOWNERS ASSOCIATION

Secretary

By:

Michael Pardo 11/19/21
President

WITNESS

AGENT

Joseph Susant
11/19/21

By:

David L. Sibert
David L. Sibert, President