

said office buildings shall not exceed two (2) stories in height and provided further that a fence be erected along the rear property line, said fence to be six (6) feet in height and shall be an anchor type or of wood or masonry construction.

d. Any buildings constructed on Parcel I shall be compatible architecturally with the building constructed on Parcel II.

e. It is agreed that at all times Parcel I shall be kept in a clean and sightly condition.

f. The Parties agree to take all safety measures as may be necessary to protect each other and their agents, servants and employees and customers from injury or damage caused by or resulting from construction work on their respective parcels.

g. Any construction on Parcel I shall be within the building code requirements as they may be amended from time to time except that in no event shall the parking requirements be diminished from those existing as of the date of this document.

h. So much of Parcel I as is located within four hundred and fifty (450) feet of Parcel II and shown on said plat identified as Exhibit "A" as the cross hatched area with slant lines running in a east-west direction is subject to the following setback requirements:

No building shall be constructed closer to the right-of-way of S. C. Highway 291 than a line established by surveying a line beginning at the southwestern most corner of the building to be constructed on Parcel II according to the aforesaid site plan. Said line shall run parallel to the front of said building.

i. In the event the Second Party or its sucesors or assigns abandons using the building to be constructed by the Second Party on Parcel II as a supermarket, grocery store, convenience food store or food department of a store for a period of two (2) continuous years, the restrictions prohibiting the said use as a supermarket, grocer store, convenience food store or food department of a store on Parcel I shall be considered null and void.

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