

fire codes, and any building so erected will not be used for any purpose which would create an undue fire hazard and/or cause an increase in the insurance premiums for the building permitting the use of its sidewalls. Each party further agrees to share in the cost of maintaining and repairing any sidewall(s) so used on a reasonable basis in accordance with the facts and equities as involved in such maintenance and repair.

(5) Any use made under the provisions of this subparagraph shall result in the construction of additional buildings and improvements which are harmonious and compatible with the exterior design of the buildings and improvements existing upon the applicable portions of the Tracts as of the date of this instrument. Before any such use is made under the terms and provisions of this subparagraph, the party desiring to construct such buildings or other improvements shall submit a set of architectural plans and drawings, showing sufficient details of the proposed construction to indicate whether or not same is in conformance with the terms hereof. The party receiving such plans and drawings will have 15 days in which to accept the plans and drawings. If such plans and drawings are not acceptable to the receiving party, then written notice will be given to the other party stating the objections and what procedures are necessary to cure the objections. Failure by the receiving party to so respond within 15 days after the receipt of said plans and drawings shall constitute acceptance under the terms and conditions of this subparagraph.

The Easements and rights herein granted may be amended, altered or changed by mutual agreement of Bi-Lo and Greenville, subject to the prior written approval of any tenant and/or mortgagee who is a Beneficiary hereunder. Such mutual agreement will be evidenced by a written instrument duly recorded at the same

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