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GREENVILLE CO. S. C.

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STATE OF SOUTH CAROLINA )

COUNTY OF GREENVILLE )

RESTRICTIVE COVENANTS

WHEREAS, the undersigned HAYWOOD PROPERTIES, A SOUTH CAROLINA LIMITED PARTNERSHIP, (hereinafter called the "Owner") is the owner of all of the property (hereinafter called the "Restricted Property") described in Exhibit "A" attached hereto and by this reference made a part hereof, and

WHEREAS, the undersigned HAYWOOD MALL, INC., a Georgia corporation and MONUMENTAL HAYWOOD, INC., a Maryland Corporation, a joint venture doing business under the name Haywood Mall Associates (hereinafter called the "Lessee") has leased from the Owner the property (hereinafter called the "Premises") described in Exhibit "B" attached hereto and made a part hereof under the lease (hereinafter called the "Lease") dated June 1, 1977, a short form of which is being recorded in the Office of Register of Mesne Conveyances of Greenville County, South Carolina, and

WHEREAS, Owner and Lessee desire to burden the Restricted Property as hereinafter more particularly set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that in consideration of the mutual covenants and promises herein contained and other good and valuable considerations the parties hereto do by these presents impose for the benefit of the Premises, the following covenants and restrictions upon the Restricted Property:

1. The Restricted Property shall (i) be used only for financial institutions, (ii) provide its own parking which shall satisfy existing parking codes, (iii) with respect to any building erected thereon, be limited to one story in height above grade with mezzanines and contain the same external material as the material used on the buildings located in the Haywood Mall Shopping Center located on the Premises and other property owned or leased by Lessee adjacent thereto and (iv) have curb cuts into the Premises but only with the prior written approval of the Lessee which approval shall not be unreasonably withheld.

2. The restrictions contained herein may be amended, changed or altered by an instrument executed by Owner and Lessee.

3. If the Owner of the Restricted Property, or its heirs, successors or assigns, or any other persons shall violate or attempt

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