

to violate any of the rights, restrictions, conditions, or covenants herein contained, the Lessee or any owner or lessee of the Premises at such time, or any other person or persons owning or having a legal or equitable interest in Premises shall have the right to prosecute any lawful proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions, rights, conditions, or covenants, to prevent him or them from doing so or continuing to do so and/or to recover damages for such violation or attempted violation; that neither a delay in enforcement nor a failure to enforce any one or more of said restrictions or covenants shall constitute a waiver of the right to do so thereafter as to the same or to any subsequent violation or attempted violation.

4. All provisions herein contained shall be severable, and invalidation of any one or more of them by judgment or court order shall in no wise affect any of the others, which other provisions shall remain in full force and effect.

5. The provisions of the foregoing paragraphs and this paragraph shall be construed as covenants running with the land and shall be binding upon the Owner, its successors and assigns, and enforceable by the Lessee, its successors or assigns, for a period which shall equal the term of the Lease, or such shorter period if otherwise provided by law, unless an instrument signed by the Lessee and Owner has been recorded in the RMC Office for Greenville County, setting forth a properly executed agreement to amend, alter, or change said covenants and restrictions in whole or in part.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 1st day of June, 1977.

Signed, sealed and delivered in the presence of:

Jay D. [Signature]
Jean B. Beanes

Signed, sealed and delivered in the presence of:

Jay D. [Signature]
Jean B. Beanes

Signed, sealed and delivered in the presence of:

[Signature]
Michelle B. [Signature]

"OWNER"

HAYWOOD PROPERTIES, a limited partnership of Greenville County, South Carolina, acting by and through the undersigned, its sole general partners

BY: [Signature] (SEAL)

Joseph J. Pazden, a general partner

BY: [Signature] (SEAL)

Robert L. Rogers, a general partner

BY: Center, Inc.

BY: [Signature] (SEAL)

C.T. Wyche, Its President

"LESSEE"

HAYWOOD MALL, INC.

BY: [Signature]

Its President

ATTEST: [Signature] (CORPORATE SEAL)

MONUMENTAL HAYWOOD, INC.

BY: [Signature]

Its

ATTEST: [Signature] (CORPORATE SEAL)
 Assistant Secretary

4328 RV-2