

Lot # 2 & Lot # 1 Not part of Park

BOOK 1805 PAGE 809

FILED
GREENVILLE, SC

1998 DEC 15 P 3:26

JUDY G. HIX
REGISTER OF DEEDS

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
FAIRVIEW ROAD PROFESSIONAL PARK
SUBJECT TO THE UNIFORM ARBITRATION ACT OF SOUTH CAROLINA
CODE OF LAWS SECTION 15-48-10, et seq. AS AMENDED**

**ARTICLE I
Recitals**

WHEREAS, Beckham Properties, LLC (hereinafter "Declarant") is the owner of Lots 3 through 13 off of Fairview Road (hereinafter the "Real Property") as shown on the plat recorded in the RMC Office for Greenville County, South Carolina in Plat Book 38L at Page 90 which is incorporated herein by reference; and

WHEREAS, Declarant desires to establish and maintain a general and uniform scheme of quality constructions, appearance and alignment in the construction, placement and design of improvements to be built upon said Real Property in order to protect the owners and occupants of lots comprising the same by restricting the use of all lots and common area for purposes consistent with the overall development of the Real Property and by encouraging the construction and maintenance of attractive, harmonious and permanent improvements appropriately located on the Real Property.

WITNESSETH:

NCW, THEREFORE, the Declarant hereby declares that all of the Real Property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions (collectively hereinafter referred to as the "Restrictions"), all of which are for the purpose enhancing and protecting the value, desirability and attractiveness of the Real Property.

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ARTICLE II
General Provisions

Section 1. The Declarant hereby declares that the Real Property is now held and shall hereafter be held, transferred, sold, leased, subleased, conveyed and occupied subject to the Restrictions herein set forth, each and all of which is and/or for, shall inure to the benefits of and pass with each and every parcel of the Real Property and shall apply to and bind the heirs, assigns, successors of any owner thereof.

Section 2. The Restrictions of this Declaration shall run with the land and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless amended as hereinafter provided. This Declaration may be amended by Declarant at its sole discretion at any time during its ownership of any part of the Real Property. This Declaration may also be amended during the first twenty (20) year period by an instrument signed by the owners of not less than ninety percent (90%) of the lots, and thereafter by an instrument signed by the owners of not less than seventy-five percent (75%) of the lots; provided, however, that the Architectural Committee, as described in Article IV hereto, may amend this Declaration, without the consent of owners, to correct any obvious error or inconsistency in drafting, typing, or reproduction. All amendments shall be recorded in the Office of the Register of Deeds for Greenville County, South Carolina. All amendments shall become effective upon recordation.

Section 3. In the event of any irreconcilable conflict between the Declaration and the By-Laws of the Association, as hereinafter defined, the provisions of this Declaration shall control. In the event of any irreconcilable conflict between this Declaration or the By-Laws of the Association and the Articles of Incorporation of the Association, the provisions of the Articles of Incorporation shall control.

**ARTICLE III.
Definitions**

Section 1. "Property Owners Association" or "Association" shall mean and refer to Fairview Road Professional Park Property Owners' Association, Incorporated, its successors and assigns.

Section 2. "Lot" shall mean and refer to any plot of land shown on the recorded subdivision map of the Real Property with the exception of the common area. Said Lots may be combined and/or subdivided upon prior written approval of the Declarant or the Architectural Committee.

Section 3. "Improvements" shall mean any and all betterments, construction and/or improvements of any building site, common area, or any portion thereof.

Section 4. "Building Site" shall mean Lots 3, 4, 6 through 10 and Lot 12 as shown on the above referenced plat of the Real Property.

Section 5. "Property Used in Common" shall mean and refer to those areas of the Real Property for the common use (with all improvements and facilities thereon or hereafter placed thereon) which are not building sites, including but not limited to roads, parking areas, curbs, street lights, water lines, drainage areas, retention pond (for storm water retention), private rights-of-way and easements (for access and drainage), sign location areas and signs located therein. The Declarant or the Architectural Committee may alter or relocate the improvements and/or facilities of the Property Used in Common so long as such satisfy the requirements of the governing agency.

Section 6. "Declarant" shall mean and refer to Beckham Properties, LLC and the successors to whom the rights of Declarant are expressly transferred in writing.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Real Property, including contract sellers, but excluding those who have such interest merely as security for the performance of an obligation.

ARTICLE IV
Regulation of Building Sites

Section 1. Architectural Committee. For the purpose of insuring the development of the Real Property for the aforesaid purposes, no buildings or Improvements shall be commenced, placed, erected, allowed to remain, or altered on any Lot unless the building plans and specifications showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation on the Lot, together with such other information as may be reasonably required by the Architectural Committee, including a written application for approval, shall have been submitted and a permit granted in writing by the Architectural Committee which shall have all of the powers and authorities elsewhere conferred upon it under the terms and conditions of this Declaration.

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Section 2. Committee Members. The Architectural Committee shall be composed of Andrew S. Carroll, C. Dan Joyner and Gregory J. Carter until all Lots in the Real Property have been sold by Declarant to a third party or parties. After the sale of all Lots by Declarant, the Architectural Committee shall be composed of at least three (3) persons as shall be designated in writing by the Property Owners' Association from time to time. One (1) of the members of the Architectural Committee may be a licensed architect engaged in the practice of architecture in Greenville County, South Carolina. In the event of the failure or inability for any reason of a member to act, or any resignation from the Architectural Committee, the vacancy created shall be filled either permanently or temporarily as necessary, by the Declarant until the Declarant turns the control of the Property Owners Association over to the Owners, and the then Board of Directors of the Property Owners' Association shall fill any vacancy. For any matter to be approved by the Architectural Committee shall be done by a majority vote of the members of the Architectural Committee.

Section 3. Failure to Approve or Disapprove. In the event that the Architectural Committee fails to approve or disapprove any matters within the scope of its authority within thirty (30) days after a written application for a permit, including a complete building plan, shall have been submitted to it, or if no suit to enjoin such matter or thing has commenced prior to the competition or doing of such matter or thing, such prior approval shall not be required and this covenant shall be deemed to

have been fully complied with, and no suit or claim shall thereafter be available to the Architectural Committee or to the Owner of any Real Property or Lot.

Section 4. No Liability. Neither the Architectural Committee, nor its successors or assigns, shall be liable in damages or otherwise to anyone submitting plans to the Architectural Committee for approval, or to any Owner affected by this Declaration, for any cause arising out of or in connection with the approval or disapproval or failure to approve such plans. Every entity which submits plans to the Architectural Committee for approval agrees by submission of such plans, and every Owner of any Building Site agrees by acquiring title thereto or interest herein, that it will not bring any action or suit against the Architectural Committee to recover such damages or any other relief based upon the aforesaid causes.

Section 5. Completion of Construction. After commencement of construction of any Improvement on any Building Site, the Owner thereof shall diligently prosecute the work thereon to the end that the Improvement shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. All Improvements shall be completed within one (1) year after approval of plans therefor by the Architectural Committee unless an extension is granted by the Committee. During construction, the Owner shall cause the Building Site to remain in a reasonably neat and orderly condition, preventing the accumulation of trash and shall prevent runoff of surface water and soil from the Building Site onto adjacent property, streets, or detention ponds. If, at the end of the above stated one (1) year period, construction of any Improvement is not being diligently pursued by the Owner, then the Declarants shall have the option to proceed with such construction and any cost incurred by the Declarants relative to such construction shall be assessed to and be paid by the Owner. Declarants shall have all remedies at law and in addition to other rights contained herein, shall have the rights under Article XII, Section 7, as it relates to notice of filing of claim, and Article VIII, as it relates to enforcement, to enforce this provision.

Section 6. Excavation. No excavation shall be made on any Building Site except in connection with construction of Improvements thereon or as may be directed by a master grading plan that may be developed for the Real Property. Upon completion of construction of Improvements

on the Building Site exposed openings shall be back-filled and disturbed ground shall be smoothly graded and landscaped.

Section 7. Storm Drainage:

A. Plans and specifications for any Improvement on any Building Site shall include a detailed storm drainage plan indicating quantity and direction of storm water runoff, pipe size and locations, catch basins, headwalls, ditches, swales and other structures or Improvements to be constructed by the Owner and shall comply with existing detailed plans as approved by the Greenville County Engineering Department.

B. Drainage plans for Building Sites shall be approved by the Architectural Committee, as provided in Article IV, Section 1 hereof, and shall be designed to coordinate with the drainage of the entire Real Property. No drainage of a Building Site shall be constructed which would prohibit the proper drainage of other Building Sites within the Real Property.

Section 8. Landscaping:

A. Plans and specifications for any building or structure to be constructed on any Building Site shall include a detailed landscaping plan indicating the location, size, type and height of each planting noted thereon. The entire area of any Building Site and the area between the Building Site property line and street curb line shall be landscaped by the Owner of such Building Site, except for areas covered by buildings, paved areas and sidewalks. ✓

B. All landscaping required hereunder or otherwise to be provided on any Building Site shall be completed within sixty (60) days after the substantial completion of construction of any buildings or structures to be constructed on the Building Site. The Owner of each Building Site shall cause the approved landscaping to be installed and maintained thereafter in an attractive and well-kept condition.

Section 9. Signs:

A. No sign, billboard, identification marker, monument, sculpture or the like shall be permitted on any Building Site, except as follows:

(1) Signs identifying the name, business and products of the person or firm occupying the Building Site, provided, however, that such signs shall be subject to the approval of the Architectural Committee, which approval shall not be unreasonably withheld; and

(2) Signs offering the Building Site for sale or lease, provided, however, that these signs shall conform to a size, design and color scheme as shall be approved by the Architectural Committee; and

(3) Temporary signs no larger than four feet by eight feet (4' x 8') which may be used as a project sign during construction.

B. All signs shall conform to setback lines imposed by appropriate governmental ordinances, zoning laws, etc.

C. Signs may be lighted, but will be non-flashing.

D. With the exception of "temporary signs" prescribed in Paragraph 9.A.(3) above, signs shall not exceed a size of ten (10) square feet.

Section 10. Utility Connections. Except as otherwise approved by the Architectural Committee, all utility connections, including all electrical and telephone connections and installation of wires to Improvements shall be made underground from the nearest available power source. No transformer, electric, gas or other meter of any type or other apparatus shall be located on any power pole or hung on the outside of any building or other Improvement, but the same shall be placed at or below ground level, and where placed at ground level, shall be adequately screened. All such

installations shall be subject to the prior written approval of the Architectural Committee, which approval shall not be unreasonably withheld. The above notwithstanding, overhead electrical connections shall be permitted during the construction period of the Improvements.

Section 11. Fences. No fence, wall, hedge or mass planting shall be erected, installed or permitted to remain without prior written approval of the Architectural Committee.

Section 12. Exterior Lighting. All exterior lighting on any Building Site shall be designed, erected, altered and maintained in accordance with plans and specifications approved by the Architectural Committee. Lighting shall be compatible and harmonious throughout the entire development and shall be in keeping with the exterior design of the building on the Building Site in question.

Section 13. Maintenance of Building and Landscaped Areas:

A. Each Owner of any Building Site shall keep all Improvements thereon in a safe, clean, maintained, neat condition and shall comply in all respects with all governmental statutes, ordinances, regulations and health, police and fire requirements.

B. Rubbish, trash, garbage or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Rubbish and trash shall not be permitted to accumulate or be disposed of on the Property by burning or burial.

C. All signs permitted will be maintained in a neat and orderly manner and repainted or repaired promptly as required.

D. All paved areas, driveways and concrete aprons on a Building Site shall be kept in good repair, and swept clean from dirt and silt.

E. No Improvement on any Building Site shall be permitted by the Owner of such Building Site to fall into disrepair, and each such Improvement shall at all times be kept in good condition and repair, properly maintained and adequately painted or otherwise finished.

Section 14. Height Restrictions. No Improvement, including but not limited to, buildings, building appurtenances, or equipment shall exceed heights prescribed in the appropriate zoning ordinances.

Section 15. Building Regulations:

A. Exterior Walls. The exterior walls of all buildings shall be primarily brick and of such materials, design and colors as approved in writing by the Architectural Committee.

B. Canopies. No canopies with visible wall hangers will be permitted. Design of canopies shall be in keeping with the design of buildings including color coordination, and must be approved in writing by the Architectural Committee.

Section 16. Conditions. No Improvements, alterations, repairs, change of paint colors, plantings, excavations, changes in grade or other work which in any way alters any Building Site or the exterior of the Improvements located thereon from its natural or improved state shall be made or done without the prior written approval of the Architectural Committee. No Improvement or other structure shall be commenced, erected, maintained, altered or removed without the prior written approval of the Architectural Committee.

Section 17. Set Back Line. No building shall be located on any Building Site nearer than the building set back line as shown on the recorded plat.

Section 18. Variances. The Architectural Committee, and its successors and assigns, are hereby authorized and empowered to grant reasonable variances from the provisions of this Declaration in order to overcome practical difficulties and unnecessary hardships in the application

of the provisions contained herein; provided, however, that such variances shall be reasonably consistent with the purposes hereof and shall not materially adversely affect any existing Improvements on the Real Property. The variance granted pursuant to the authority granted herein shall constitute a waiver of provisions of this Declaration by all Owners of Building Sites, and all Owners hereby irrevocably and unconditionally appoint the Architectural Committee, its successors and assigns, as their true and lawful attorney-in-fact for the limited purpose of consenting to the aforesaid variances.

Section 19. Easements. The Architectural Committee shall have the right, in its reasonable discretion, to grant easements over, through, across, and under any of the Property Used in Common for the purposes of all electric, water, sewer, storm drainage, gas, telephone, cable television, security systems and all other utilities necessary or desirable, whether for the benefit of any Building Site or for the Property Used in Common, provided such easements do not unreasonably interfere with the existing Improvements constructed, or in the process of being constructed on Building Sites.

ARTICLE V. Operations Standards

Section 1. Permitted Uses. Unless otherwise specifically prohibited herein or restricted by applicable zoning codes or other governmental regulations, permitted users of the Real Property may be any professional occupation such as, by way of example, but not limited to, physician, dentist, lawyers, engineer, architect, certified public accountant, Realtor, contractor, financial institution, or other compatible use as approved by the Architectural Committee. No Owner shall permit a nuisance to be created or maintained on its Building Site. No Owner or occupant shall apply for or cause a change in the zoning requirement for its Building Site without the consent of the Architectural Committee.

Section 2. Damage to or Destruction of Improvements. Any Improvements on any Building Site damaged in whole or in part by fire, windstorm, tornado, vandalism, strike or civil disorder, or the like, shall be repaired and restored or replaced immediately, including the removal of debris, or should it be determined by the Owner thereof not to repair or replace such Improvement, then the

Owner, at its expense, shall demolish and remove the damaged Improvement from the Building Site and thereafter maintain the Building Site in a graded, maintained condition until the Building Site is again improved in accordance with the provisions hereof. In no instance shall any damaged Improvement remain on the Building Site unrepaired or unremoved for a period in excess of ninety (90) days from the date of said casualty. In the event the Owner does not comply with this section, the Architectural Committee may, after notice to Owner, demolish and remove the damaged Improvements from the Building Site and all expenses related thereto shall be assessed against the Building Site Owner.

Section 3. Right to Enter. During reasonable business hours, the Architectural Committee or its authorized representatives, shall have the right to enter any Building Site, but not the insides of buildings, for the purpose of ascertaining whether the restrictions provided herein may have been violated. Any such entry shall constitute an authorized entry, and the Architectural Committee or its authorized representatives shall not be deemed guilty of trespass or constructive eviction by reason thereof.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 5. Quiet Enjoyment. No obnoxious or offensive activity shall be carried on upon the Real Property, nor shall anything be done which may be or may become a nuisance or annoyance to residents within the Real Property.

ARTICLE VI.

Property Owners Association, Maintenance Charges, Assessments, and Liens

Section 1. The Declarant may build, construct and install, at its expense, certain Improvements including, but not limited to, water lines, lighting, roadways, parking areas, United States postal deposit boxes, retention pond (for storm water retention), private rights-of-way and

easements (for access and drainage), sign location areas and signs located therein for the benefit of all of the Owners of Fairview Road Professional Park (Property Used in Common).

Section 2. The Declarant hereby covenants for itself, its successors and assigns, that it will convey to the Association, title and easements to the common area as shown upon the recorded plat upon condition that such areas as shall be designated "Property Used in Common" shall be for the sole and exclusive use and benefit of members, subject to Declarant's right to alter or relocate the common areas, and shall be maintained in conformity with the requirements of this Declaration, the By-Laws, and the Articles of Incorporation of the Association at the sole expense of the Owners. The Board of Directors of the Association is authorized to accept title to the common property.

Section 3. The Declarant shall form a not-for-profit corporation to be known as Fairview Road Professional Park Property Owners' Association, Incorporated ("Property Owners' Association") which will own and operate and maintain the Property Used in Common of the Fairview Road Professional Park. The Owner of every Building Site located in the subdivision known as Fairview Road Professional Park shall be entitled to the use and benefit of the facilities by complying with the rules and regulations in effect concerning said use and paying the assessments then in force and effect.

Section 4. Additionally, the Board of Directors of the Association shall have the authority to enter into agreements with third parties for the maintenance of the common area, the grounds of each Lot or Building Site and such other areas as the Board deems appropriate. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all assessments or charges established by the Board, whether they be annual or special, provided, however, that no Lot held by Declarant shall be subject to assessment until a building is constructed upon said Lot.

Section 5. Any assessment or portion thereof created by the Board of Directors of the Association or portion thereof which is not paid when due shall be delinquent and constitute a lien on the property assessed. Each assessment, together with interest, costs, and reasonable attorneys'

fees, shall also be the obligation of the Owner(s) of the property at the time the assessment became due. If the assessment or portion thereof is not paid within thirty (30) days after the due date, the same shall bear interest from the date of delinquency at the legal judgment rate. The Association may bring an action against the Owner(s) obligated to pay the same, or foreclose the lien against the property, and, in either event, interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the common area or abandonment of his Lot. Additionally, notice of lien may also be filed with the Office of the Register of Deeds for Greenville County, South Carolina against the property and the Owner of the property at the time the lien became delinquent in the appropriate mortgage index.

Section 6. Any portion of the Property dedicated to, and accepted by, a local public authority shall be exempt from the assessments created by the Association.

Section 7. The lien of the assessments provided for herein on any Lot shall be subordinate to the lien of any first mortgage on such Lot. Sale or transfer of any Lot shall not affect the assessment lien; however, the sale or transfer of any Lot pursuant to first mortgage foreclosure or any conveyance by deed in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII. **Approval of Plans**

Section 1. The Architectural Committee shall have the right, at its election, to enter upon any Lot during construction, erection, or installation of Improvements or alterations to inspect the work being undertaken in order to determine that such work is being performed in conformity with the approved plans and specifications and in a good and workmanlike manner, utilizing approved methods and good quality materials.

Section 2. Emergencies. Every Lot shall be subject to an easement for entry by the Association for the purpose of correcting, repairing, or alleviating any emergency condition which arises upon any Lot or within any building and that endangers any portion of the common area.

ARTICLE VIII
Enforcement

Section 1. Responsibility of Owner. Each Owner shall be responsible for compliance with the terms, provisions and conditions of this instrument by its employees, agents, independent contractors, tenants, building occupants, customers and visitors.

Section 2. Abatement and Suit. Violation or breach of any Restriction herein contained shall give to the Declarant and every Owner, subject to these protective covenants, the right to prosecute a proceeding at law or in equity against the Owner who has violated, is attempting to violate or is permitting the violation on its Building Site of any of these Restrictions, including, without limitation, actions to enjoin or prevent such Owner from doing so, to cause said violation to be remedied, or to recover damages for said violation.

Section 3. Deemed to Constitute a Nuisance. Any action or omission whereby any Restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against an Owner, either public or private, shall be applicable against every such action or omission and may be exercised by the Declarant or by any Owner.

Section 4. Attorneys' Fees. In any legal or equitable proceeding for the enforcement of this Declaration or any provision hereof, the losing Owner shall pay the attorneys' fees of the Declarant and/or the prevailing Owner or Owners, in such amounts as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive of any other remedies.

Section 5. Failure to Enforce Not a Waiver of Rights. The failure of the Declarant or any other Owner to enforce any Restrictions herein contained shall in no event be deemed to be a waiver of the right to do so, nor of the right to enforce any other Restriction. No suit shall lie against the Architectural Committee for any failure, refusal or omission to institute or join in any action or proceeding for the enforcement hereof or to restrain the violation of any of the provisions hereof.

Section 6. The Declarant covenants with the Association, on behalf of itself and on behalf of each subsequent owner of a Lot within the Real Property, and each Owner of any Lot within the Real Property, by acceptance of a deed therefor, whether or not it shall be so expressed in said deed, or be exercise of any act of ownership, is deemed to covenant:

A. Each Owner of a Lot and/or building shall at all times maintain the same in good repair and in a neat and presentable condition.

B. The Association shall maintain adequate hazard insurance policies covering any Improvements located in the common area and further shall obtain a broad form public liability policy covering all common area and all damage or injury caused by the negligence of the Association or any of its agents, officers or employees in an amount of not less than One Million and No/100 Dollars (\$1,000,000.00) for each occurrence, and such policy shall contain a waiver of the right of subrogation against members of the Fairview Road Property Owners' Association, Incorporated, its officers, agents, and employees.

ARTICLE IX.
Planned Unit Development

The Restrictive Covenants and other constituent documents create a Planned Unit Development.

ARTICLE X.
Party Walls

Section 1. General Rules of Law to Apply. Each wall or part of a wall which is built as a part of the original construction of any office buildings upon the Real Property and placed on the dividing line between the Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The costs of reasonable repair and maintenance of a party wall shall be shared by the Owners who made use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration and such use shall be without prejudice to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful acts causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be a majority of all the arbitrators.

ARTICLE XI.
Miscellaneous Provisions

Section 1. Encroachments. All Lots and the common area shall be subject to easements for the encroachment of initial Improvements construction on adjacent Lots by the Declarant to the extent that such initial Improvements actually encroach, including without limitation, such items as overhanging eaves, gutters, downspouts, exterior storage rooms, and walls. If any encroachment shall occur subsequent to subjecting the Real Property to this Declaration as a result of settling or shifting of any building or as a result of any permissible repair, construction, reconstruction, or alteration, there is hereby created and shall be a valid easement for such encroachment and for the maintenance of the same. Every Lot shall be subject to an easement for entry and encroachment by the Declarant for a period not to exceed eighteen (18) months following conveyance of a Lot to an Owner for the purpose of correcting any problems that may arise regarding grading and drainage. The Declarant, upon making entry for such purpose, shall restore the affected Lot or Lots to as near the original condition as possible.

Section 2. Constructive Notice and Acceptance. Every entity who now or hereafter owns or acquires any rights, title or interest in or to any portion of the Real Property is and shall be conclusively deemed to have consented and agreed to and assumed every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such entity acquired an interest in the Real Property.

Section 3. Mutuality, Reciprocity, Runs with the Land. All restrictions, conditions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel of the Real Property, shall create a mutual, equitable servitude upon each Building Site in favor of every other Building Site; shall create reciprocal rights and obligations between the respective Owners of all Building Sites; and shall, as to the Owner of each Building Site, its heirs, successors and assigns, operate as covenants running with the land, for the benefit of the rest of the Real Property.

Section 4. Inurement. This instrument shall bind and inure to the benefit of the Declarant and all Owners, and their respective successors, assigns, heirs, and legal representatives.

Section 5. Paragraph Headings. Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

Section 6. Effect of Invalidation. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

Section 7. Notice. Any and all notices or other communications required or permitted by this Declaration or by law to be served on or given to any party subject to the terms and provisions hereof, shall be in writing and shall be deemed duly served and given when personally delivered to the person to whom it is addressed or in lieu of such personal delivery, when deposited in the United State mail, first class, certified or registered mail, postage paid, and addressed as follows:

A. Beckham Properties, LLC
112 Manly Street
Greenville, South Carolina 29605

B. If to any other party, at the address of the Building Site which is the subject of such notice or communication.

Executed this 14 day of December 1998 by the duly authorized officer of Beckham Properties, LLC.

WITNESSES:

Handwritten signature
Julie P. Ramsey

BECKHAM PROPERTIES, LLC

By: *AS Carroll*
Andrew S. Carroll
President

Date: 12/13/98

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned and made oath that (s)he saw the above-named Beckham Properties, LLC, by its duly authorized President, Andrew S. Carroll, execute and deliver the within Restrictive Covenants and Easements, and that (s)he, with the other witnesses subscribed above, witnessed the execution thereof.

SWORN TO before me this 14th day of December, 1998

[Signature]
NOTARY PUBLIC for South Carolina
My Commission Expires _____

[Signature]

Judy A. Hill

Handwritten initials or mark in the top left corner.

BOOK 1896 PAGE 111

Prepared by:
BROWN, MASSEY, EVANS, MCLEOD & HAYNSWORTH, SC
Attorneys at Law, P. A.

FILED
GREENVILLE, SC

2000 FEB -2 P 3:45

Grantee's Address: 6 Arborland Way
Greenville, SC 29615

DOT G. MIX
REGISTER OF DEEDS

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that BECKHAM PROPERTIES, L.L.C. in consideration of the sum of ONE HUNDRED SIX THOUSAND AND NO/100 (\$106,000.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents, does hereby grant, bargain, sell and release unto EDGEWOOD INVESTORS, L.L.C., its successors and assigns forever:

See Exhibit "A"

This conveyance is made subject to all restrictions, reservations, set back lines, roadways, zoning ordinances, easements, and rights-of-way, if any, that may appear of record on the recorded plat(s) or on the premises, affecting the above-described property.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the above described premises belonging and in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises beforementioned unto the said Grantee, its successors and assigns, forever.

AND THE GRANTOR does hereby bind the Grantor and Grantor's assigns, successors, executors and/or administrators to warrant and forever defend all and singular the said premises unto the said Grantee, its successors and assigns, against the Grantor, its successors and assigns, and against every person whomsoever lawfully claiming or purporting to claim the same or any part thereof.

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FEB - 2 2000 MT
COUNTY 7/6.60

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8906

02-02A01#0R2791 RECORDING 10.00

WITNESS, the Grantor's hand and seal this 1 day of February 2000.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

BECKHAM PROPERTIES, L.L.C.

[Signature]
[Signature]

BY: Andrew S. Cawel
ITS: Member

**STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)**

PROBATE

PERSONALLY APPEARED before me the undersigned witness who, on oath, states that (s)he saw **BECKHAM PROPERTIES, L.L.C.** by its authorized member sign, seal and as its act and deed deliver the within Title to Real Estate and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

[Signature]

SWORN TO before me this 1
day of February, 2000.

[Signature] (LS)
Notary Public for South Carolina
My Commission Expires: 1-10-2010

EXHIBIT A

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, and being designated as Lot 5 containing 0.247 acres off Fairview Road as shown on Subdivision Plat for Fairview Road Professional Park prepared by Freeland & Associates, Inc. dated November 25, 1998 and recorded in the Register of Deeds for Greenville County in Plat Book 38L at Page 90 on December 2, 1998 and having the metes and bounds, courses and distances, as will appear by reference to said plat. For a more accurate and detailed description as to the metes and bounds, courses and distances, reference is invited to the heretofore referenced plat.

This is a portion of the property conveyed to Beckham Properties, LLC herein by deed of Lucy Young Coley dated April 10, 1997 and recorded in the RMC Office for Greenville County in Deed Book 1683 at Page 63 on April 11, 1997.

328-330-1-1-33

FILED FOR RECORD IN GREENVILLE
COUNTY SC R.O.D. OFFICE AT 03:45 PM
02 02 00 RECORDED IN DEED
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Jessy A. Hill