

**DECLARATION OF OFFICE PARK COVENANTS,
RESTRICTIONS AND EASEMENTS**

This **DECLARATION OF OFFICE PARK COVENANTS, RESTRICTIONS AND EASEMENTS** (this "Declaration"), is made and entered into as of this 31st day of July, 2001, by **BELLE HALL LAND INVESTMENT, LLC**, a limited liability company organized and existing under the laws of the State of South Carolina (hereinafter called the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of fee simple title to the piece, parcel or tract of land described on Exhibit A which property is located in the Town of Mount Pleasant, Charleston County, South Carolina (hereinafter called the "Office Park Property");

WHEREAS, the Office Park Property has been subdivided by the Declarant into Parcel A ("Parcel A"), Parcel B ("Parcel B") and Parcel C ("Parcel C") as depicted on that certain "Plat Showing the Subdivision of Area "U" (10.49 AC) into Parcels "A", "B", & "C" Located at Long Point Road and Mark Clark Expressway Prepared for Belle Hall Land Investment, LLC" prepared by A.H. Schwacke, III, R.L.S. of A.H. Schwacke & Associates, Inc., dated March 22, 2001, revised June 15, 2001 and recorded on July 30, 2001 with the Charleston County RMC Office in Book EE, at Page 918 (the "Subdivision Plat"); and

WHEREAS, the Office Park Property benefits from and is burdened by the following easement agreements: (a) Transferable Easement Ingress-Egress (Office Site I) by and between Bell Hall Land Investment, LLC and Belle-Hall Limited Partnership, dated as December 1, 2000 and recorded December 7, 2000 with the Charleston County RMC Office in Book Z359, at Page 071 ("Office Site Easement I"); and (b) Transferable Easement Ingress-Egress (Office Site II) by and between Bell Hall Land Investment, LLC and Belle-Hall Limited Partnership, dated as December 1, 2000 and recorded December 7, 2000 with the Charleston County RMC Office in Book Z359, at Page 058 ("Office Site Easement II").

WHEREAS, Declarant desires the Office Park Property, as subdivided into Parcel A, Parcel B and Parcel C, to be subject to the terms and conditions of this Declaration;

NOW THEREFORE, Declarant hereby declares that the Office Park Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Office Park Property and be binding on all parties having any right, title or interest in the Office Park Property, as subdivided into Parcel A, Parcel B and Parcel C, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated into this Declaration as if fully set forth herein.

2. Certain Definitions. The record owner of fee simple title to each of Parcel A, Parcel B and Parcel C, and each such owner's heirs, successors and assigns whether by deed, foreclosure or deed in lieu of foreclosure or otherwise are referred to in this Declaration, respectively, as "Parcel A Owner", "Parcel B Owner", and "Parcel C Owner". Each such owner

may sometimes be referred to herein as an "Owner". Each of Parcel A, Parcel B and Parcel C may sometimes be referred to herein as a "Parcel".

3. Parcel A/Parcel B Cross Easements for Ingress, Egress and Parking.

(a) Cross Easements for Ingress and Egress. Parcel A Owner and Parcel B Owner shall have the non-exclusive right, privilege and easement to enter upon, over and across all driveways providing access to and within Parcel A and Parcel B, and those curb cuts and entrance and exit areas adjoining said driveways which provide access to and from Parcel A and Parcel B, as all of such driveways are constructed and maintained from time to time on Parcel A and Parcel B. Such rights and privileges shall be for the benefit and use of Parcel A Owner, Parcel B Owner, and any lessee, invitee and licensee of Parcel A Owner and Parcel B Owner for the purpose of affording such present and future owners, their lessees, invitees, licensees and customers (said lessees, invitees, licensees and customers being collectively called the "Permitees"), the nonexclusive privilege of using in common all driveways located within Parcel A and Parcel B for pedestrian and vehicular (including truck) ingress, egress and regress, to and from portions of Parcel A and Parcel B. Pedestrian and vehicular ingress, egress and regress upon, over and across such driveways shall be limited and confined to the areas lying within such driveways; provided, no material changes will be made to the location of the intersection of said driveways as outlined on the site plan attached hereto as Exhibit B (the "Parcel A/Parcel B Site Plan"), unless required by public authority or made with the written consent of the Parcel A Owner, the Parcel B Owner and the mortgagees of all mortgages encumbering Parcel A and Parcel B, which consents shall not be unreasonably withheld, conditioned or delayed.

(b) Cross Parking Easements. Parcel A Owner and Parcel B Owner shall have the non-exclusive right, privilege and easement to park motor vehicles in all parking areas within Parcel A and Parcel B, as such parking areas are constructed and maintained from time to time on Parcel A and Parcel B. Such rights and privileges shall be for the benefit and use of Parcel A Owner and Parcel B Owner and shall not extend to any Permitees except to the extent provided in any lease agreement entered into by Parcel A Owner or Parcel B Owner. No material changes will be made to the location of the intersection of said parking areas as outlined on the Parcel A/Parcel B Site Plan unless required by public authority or made with the written consent of the Parcel A Owner, the Parcel B Owner and the mortgagees of all mortgages encumbering Parcel A and Parcel B, which consents shall not be unreasonably withheld, conditioned or delayed.

Notwithstanding the foregoing, nothing in this Section shall be deemed to grant to the owner, lessee or licensee of any property outside of Parcel A and Parcel B any rights to access or use the parking areas located on Parcel A and Parcel B, subject, however to any such rights which may have been granted pursuant to an instrument previously recorded with the Charleston County RMC Office.

(c) No Barriers. No walls, fences or barriers of any sort or kind shall be constructed or maintained on Parcel A or Parcel B, or any portion thereof, which shall prevent or impair the use or exercise of any of the easements granted herein, or the free access and movement of pedestrian and vehicular traffic between the various portions of Parcel A and Parcel B; provided, however, reasonable traffic controls as may be necessary to guide and control the orderly flow of traffic may be installed so long as access to driveways across Parcel A and Parcel B are not closed or blocked.

4. **Utility Maintenance.** Parcel A Owner, Parcel B Owner and Parcel C Owner shall be responsible for the cost of maintaining electrical, plumbing, sewer, water, cable, telephone and other utility facilities, connections and appurtenances related to the Office Park Property (collectively, the "Utility Facilities") as follows:

- (a) **Parcel A and Parcel B.** Parcel A Owner shall be solely responsible for the cost of maintaining all Utility Facilities that exclusively serve Parcel A. Parcel B Owner shall be solely responsible for the cost of maintaining all Utility Facilities that exclusively serve Parcel B. Parcel A Owner and Parcel B Owner shall share equally the cost of maintaining all other Utility Facilities located within the property lines of Parcel A and Parcel B.
- (b) **Parcel C.** Parcel C Owner shall be solely responsible for the cost of maintaining all Utility Facilities that exclusively serve Parcel C, which shall include all Utility Facilities located within the property lines of Parcel C.

5. **Detention Ponds.** Parcel A Owner, Parcel B Owner and Parcel C Owner shall be responsible for the cost of maintaining detention ponds located on the Office Park Property as follows:

- (a) **Parcel A and Parcel B.** Parcel A Owner and Parcel B Owner shall share equally the cost of maintaining any detention pond or ponds located within the property lines of Parcel A and Parcel B. Unless otherwise agreed by Parcel A Owner and Parcel B Owner, the detention pond serving Parcel A and Parcel B shall be located as indicated on the Parcel A/Parcel B Site Plan.
- (b) **Parcel C.** The owner of Parcel C shall be solely responsible for the cost of maintaining any detention pond or ponds located within the property lines of Parcel C.

6. **Driveway Maintenance Fee.** Pursuant to the terms of Office Site Easement I, the owners of the Office Park Property are required to make annual Driveway Maintenance Fee (as such term is defined in Office Site Easement I) payments to Belle-Hall Limited Partnership (or its successor or assignee). Responsibility for the payment of such Driveway Maintenance Fee shall be allocated as follows:

- (a) **Parcel A.** Parcel A Owner shall be responsible for the payment of thirty percent (30%) of the Driveway Maintenance Fee.
- (b) **Parcel B.** Parcel B Owner shall be responsible for the payment of thirty percent (30%) of the Driveway Maintenance Fee.
- (c) **Parcel C.** Parcel C Owner shall be responsible for the payment of forty percent (40%) of the Driveway Maintenance Fee.

7. **Hotel Driveway Maintenance, Repair and Insurance.** Pursuant to the terms of Office Site Easement II, the owners of the Office Park Property are responsible for the maintenance, repair and insurance of all improvements located within the Permanent Easements related to the Hotel

Driveway (as such terms are defined in Office Site Easement II). Furthermore, Office Site Easement II provides that the owners of the Office Park Property are entitled to receive an annual Hotel Driveway Maintenance Fee payment from Belle-Hall Limited Partnership (or its successor or assign). The obligations and benefits of the owner of the Office Park Property under Office Site Easement II shall be allocated as follows:

- (a) All costs relating to the responsibilities of the owners of the Office Park Property as provided in Office Site Easement II shall be shared equally by Parcel A Owner and Parcel B Owner. Parcel C Owner shall not have any responsibility to contribute to such costs.
- (b) All proceeds from the payment of the Hotel Driveway Maintenance Fee shall be divided equally between Parcel A Owner and Parcel B Owner. Parcel C Owner shall not be entitled to receive any portion of the Hotel Driveway Maintenance Fee and shall promptly turn over to Parcel A Owner and Parcel B Owner any funds that Parcel C Owner may receive on account of the Hotel Driveway Maintenance Fee.

8. General Maintenance Obligations. Each owner of a Parcel shall maintain the curb cuts, driveways, roadways, entrances, exits and parking areas located on its Parcel in good condition and repair. Upon completion of Improvements (as defined below) and installation of landscaping and exterior lighting on a Parcel, the Owner thereof shall maintain the same in a safe, clean and attractive condition and shall maintain and repair at its expense all Improvements thereon which shall need repair in order to keep the same in good condition and repair in compliance with then current zoning laws, building codes and other governmental regulations and in a condition substantially similar to that existing upon the initial completion of such Improvements. Such maintenance obligations shall include, but not be limited to, timely removing snow, ice, litter, refuse, waste and debris; cleaning and keeping the driveways, entrances, exits and parking areas striped, marked, paved and repaired in the same manner and with the same degree of care as the driveways, roadways, entrances, exits and parking areas in first-class office park facilities in Charleston, South Carolina are so repaired, cleaned, striped and maintained; keeping all directional signs, pavement signs and striping distinct and legible; repairing, replacing and renewing common area lighting, including fixtures and bulbs, tubes and ballasts therefor, as may be necessary; lawn mowing on a regular basis; tree and shrub pruning; watering landscaped areas; and keeping lawn and landscaped areas alive, free of weeds and attractive.

For purposes of this Declaration, "Improvements" shall mean buildings, outbuildings, underground utility and irrigation installations, slope alterations, roads, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, decks, windbreaks, plants, trees, shrubs, poles, signs, loading areas and all other structures or landscaping improvements of every type and kind located on the Property.

9. Real Estate Taxes and Insurance. Each Owner shall at all times cause (i) the real estate taxes and assessments assessed against its Parcel to be paid before any penalty or late charge is payable with respect thereto and (ii) comprehensive general public liability insurance to be maintained against claims for contractual liability as well as personal injury or death and property damage occurring upon, in or about its Parcel with a combined single limit of at least Five Million Dollars (\$5,000,000) for personal injuries, including bodily injury or death, to any number of persons arising out of any one occurrence, and property damage. Insurance policies maintained by

any party hereunder shall provide that the negligent acts of the named insured will not void the coverage of or be the basis for denying a claim under such insurance policies. In connection with its insurance obligations hereunder, each owner upon the written request of any other owner shall furnish to the requesting party, but not more frequently than annually, a certificate of insurance evidencing such party's compliance with such insurance obligations.

10. Casualty Damage and Condemnation. If any building or other Improvement located on any Parcel is damaged or destroyed by fire or other casualty or if a taking by condemnation or otherwise by governmental authority damages any part of the Improvements and, following such casualty or condemnation, the Owner of the Parcel on which such building and/or Improvements is/are (or was/were) located elects not to repair, restore or rebuild such building and/or Improvements, then such Owner shall promptly demolish the destroyed or damaged building or Improvement, clean up any and all rubbish and debris, level the area, landscape and grade or pave the area and thereafter maintain its Parcel in a good, clean, safe and presentable condition in accordance with the terms of this Declaration. The provisions of this Section shall not be construed to alter, amend or revise any obligations an Owner may have under any mortgage secured by any Parcel.

11. Default. If any current or future owner of any portion of Parcel A, Parcel B or Parcel C fails or refuses to perform any of its covenants, obligations or duties herein contained, and if such failure or refusal shall continue for thirty (30) days after the defaulting party receives written notice from the non-defaulting party, unless within such thirty (30) day period the defaulting party has cured the default specified in such notice, then in such case the non-defaulting party may seek specific performance of such covenants, obligations or duties or, in the alternative, injunctive relief. In addition, the non-defaulting party shall be entitled to pursue any other remedy available at law or in equity.

12. Agreement to Run with the Land. The terms, conditions and requirements of this Declaration shall be appurtenant to, affect, and run with the Office Park Property. This Declaration shall be recorded in the RMC Office for Charleston County, and, when so recorded: (i) every deed, lease, security deed, or other instrument hereafter conveying, leasing, encumbering or in any way affecting title to or any interest in the Office Park Property, or any portion thereof, shall be under and subject to this Declaration and to the rights, covenants, obligations, duties, benefits, easements, and other provisions herein created, declared, or contained, as though the same were therein fully recited and set forth in its entirety; and (ii) the execution or acceptance of any instrument, or the act of occupancy or use of the Office Park Property, or any portion thereof, shall constitute an agreement to be subject to and bound by this Declaration, and an acceptance and ratification of this Declaration.

13. Miscellaneous Provisions.

- (a) Amendment. This Declaration may be modified or amended, in whole or in part, only by the written consent of all parties in interest evidenced by a document that has been fully executed and acknowledged and recorded in the RMC Office for Charleston County, South Carolina.
- (b) Waiver. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any

other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act.

- (c) Severability. If any term, covenant or condition of this Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Declaration shall not be affected thereby and each such term, covenant or condition of this Declaration shall be valid and enforceable to the full extent permitted by law.
- (d) Governing Law. The terms of this Declaration shall be construed in accordance with and governed by the laws of the State of South Carolina.
- (e) Notice. Any notices given pursuant to this Declaration shall be in writing, and shall be personally delivered or deposited in the United States certified mail, postage prepaid, return receipt requested, at the following addresses. With respect to any parcel retained by the Declarant, the initial notice address of the Declaration shall be as follows:

c/o Southeast Management and Leasing Corp.
Attn: Ian M. Smith
771 Virginia Avenue
Atlanta, GA 30354-1311

Upon the conveyance of any Parcel by the Declarant or by any successive owner, the notice address for the new owner shall be the grantee's address set forth in the deed whereby the new owner obtains title to the Parcel. Any new owner may change its notice address by providing a notice to the other owners in compliance with the terms of this Section and by recording a notice describing this Declaration and changing its address for notice with the Charleston County RMC Office.

- (f) Integration. This Declaration is an integrated agreement and expresses the complete agreement and understanding of the parties. Any and all prior or contemporaneous oral agreement or prior written agreement regarding the subject matter hereof shall be merged herein and then extinguished.
- (g) Heirs, Successors and Assigns. The terms, conditions and requirements of this Declaration shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns.

EXHIBIT A

Legal Description of Office Park Property

g/c
ALL that picce, parcel or tract of land, situate, lying and being on the South side of Long Point Road, Town of Mt. Pleasant, County of Charleston and designated as Area "U" (10.49 Acres) as per Plat by A. H. Schwacke, III, R.L.S. entitled "A Plat of Area "U" located at Long Point Road & Mark Clark Expressway Town of Mt. Pleasant Charleston County, South Carolina dated October 5, 2000 and revised October 26, 2000" and recorded in Book EE at Page 456 in the RMC Office for Charleston County.

BEING THE SAME PROPERTY conveyed to Bell Hall Land Investment, LLC by Special Warranty Deed of Belle-Hall Limited Partnership dated November 29, 2000 and recorded December 1, 2000 with the Charleston County RMC Office in Book P 359, at Page 95.

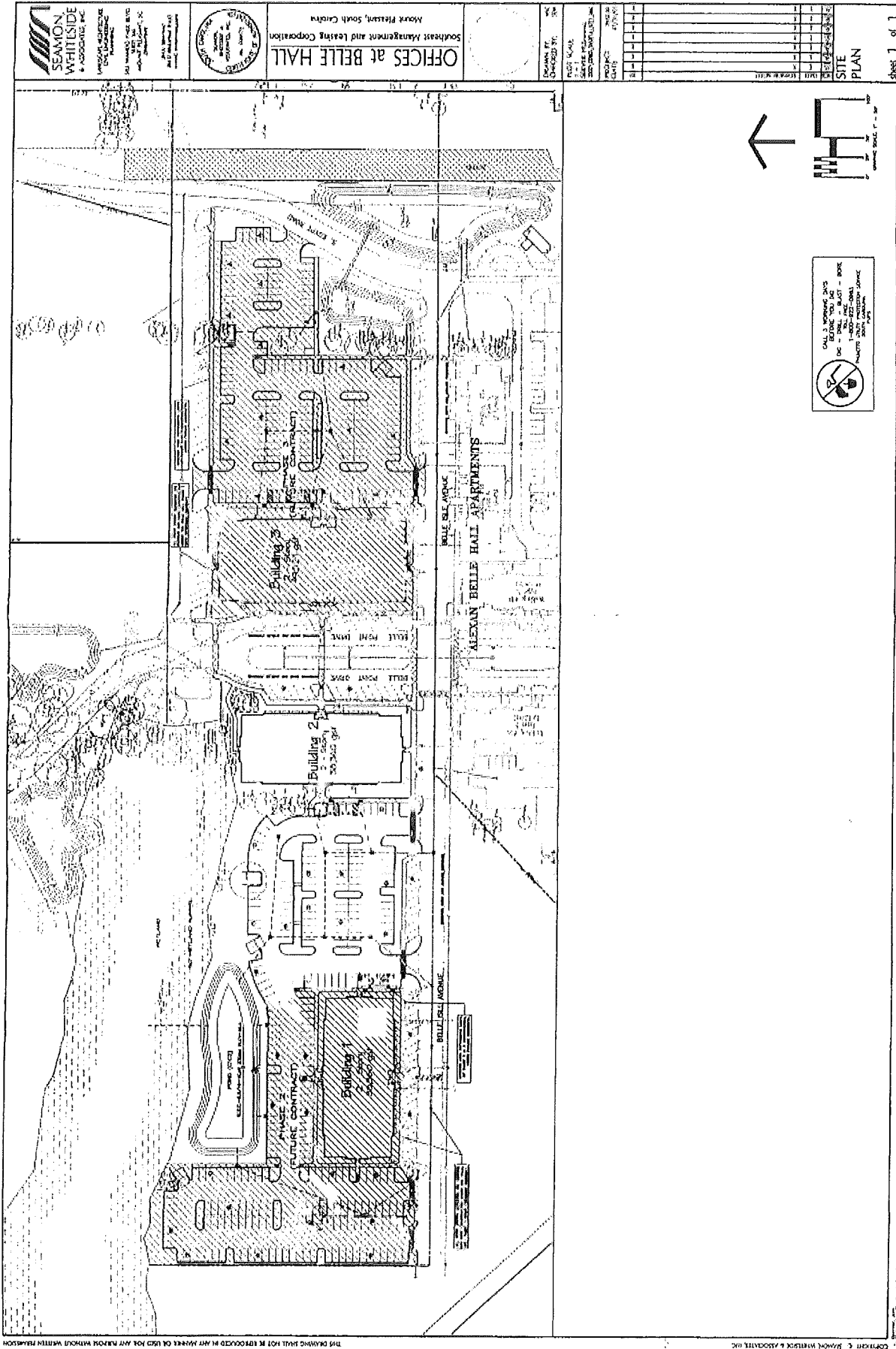
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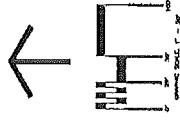
EXHIBIT B

Parcel A/Parcel B Site Plan

(See Attached)



CALL YOUR LOCAL
 OFFICE TO OBTAIN
 A COPY OF THE
 PROJECT MANUAL
 AND SPECIFICATIONS
 BEFORE YOU
 BEGIN YOUR
 BIDDING PROCESS
 TO AVOID
 CONFLICTS
 AND DELAYS



SITE
 PLAN

Sheet 1 of 1

SEAMON WHITSIDE
 ARCHITECTS, P.C.
 10000 W. 10th Avenue, Suite 100
 Golden, CO 80401
 (303) 440-1000
 www.seamonwhitside.com

OFFICES at BELLE HALL
 Southeast Management and Leasing Corporation
 Mount Pleasant, South Carolina

DESIGNED BY: SEAMON WHITSIDE ARCHITECTS, P.C.
 DRAWN BY: [Name]
 DATE: [Date]

Harrell & Cummins
2001 Hillside Dr.
Charleston SC 29407
Kathi Flowers

BKT # X378PG790

FILED

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CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

CAH
LP

J551-697

Document



Separator

BK 551 PG 697

FIRST AMENDMENT TO
DECLARATION OF OFFICE PARK COVENANTS;
RESTRICTIONS AND EASEMENTS

THIS FIRST AMENDMENT TO DECLARATION OF OFFICE PARK COVENANTS, RESTRICTIONS AND EASEMENTS is made and entered into as of the 25 day of August, 2005, by BELLE HALL LAND INVESTMENT, LLC ("Belle Hall"), a limited liability company organized and existing under the laws of the State of South Carolina, and 1671 BELLE ISLE, LLC ("Belle Isle"), a limited liability company organized and existing under the laws of the State of South Carolina (hereinafter collectively called "Declarants").

RECITALS:

Belle Hall, as declarant, entered into that certain Declaration of Office park Covenants, Restrictions and Easements, dated as of July 31, 2001, recorded in Book X378, Page 780, RMC Office of Charleston County, South Carolina ("Declaration"), with respect to the property more particularly described therein as "Parcel A", "Parcel B" and "Parcel C." *Belle Hall is the current owner of said Parcel A and said Parcel C; and Belle Isle is the current owner of said Parcel B. Declarants wish to amend the Declaration to clarify that residential use on said Parcel A, Parcel B and Parcel C is not prohibited by the Declaration.

Now, therefore, for and in consideration of Ten Dollars (\$10.00) in hand paid, each to the other, Declarants hereby agree as follows:

1. The Declaration is hereby amended to specifically provide that residential use on said Parcel A, Parcel B and Parcel C is not prohibited by the Declaration.

(SIGNATURES COMMENCE ON THE FOLLOWING PAGE)

* as shown on plat at Plat Book EE, Page 978, Belle Hall, Mt. Pleasant, SC.

BK J 551PG698

IN WITNESS WHEREOF, **Belle Hall Land Investment, LLC**, has set its hand and seal this 25 day of August, in the year of our Lord, Two Thousand Five, and in the two hundred and Thirtieth (230) year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

BELLE HALL LAND INVESTMENT, LLC
a South Carolina limited liability company

By: Scott & Associates 7, LLC
a Georgia limited liability company
Its Managing Member

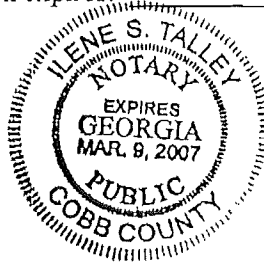
[Signature]
Witness
[Signature]
Notary or 2nd Witness

BY: [Signature] (L.S.)
Hugh H. Scott, III
Its Manager

STATE OF Georgia)
COUNTY OF Cobb)

THE foregoing instrument was acknowledged before me by **Belle Hall Land Investment LLC**, a South Carolina limited liability company, by Scott & Associates 7, LLC, its Managing Member by Hugh H. Scott, Its Manager, by this 25 day of August, 2005.

[Signature] (L.S.)
Notary Public for _____
My commission expires: _____



BK J 551 PG 699

IN WITNESS WHEREOF, 1671 Belle Isle, LLC, has set its hand and seal this 25 day of August, in the year of our Lord, Two Thousand Five, and in the two hundred and Thirtieth (230) year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

1671 BELLE ISLE, LLC, a South Carolina limited liability company

By: BELLE HALL LAND INVESTMENT, LLC
a South Carolina limited liability company

By: Scott & Associates 7, LLC
a Georgia limited liability company
Its Managing Member

[Signature]
Witness

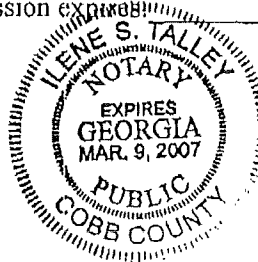
BY: [Signature] (L.S.)
Hugh H. Scott, III
Its Manager

[Signature]
Notary or 2nd Witness

STATE OF Georgia)
COUNTY OF Cobb)

THE foregoing instrument was acknowledged before me by 1671 BELLE ISLE, LLC, by Belle Hall Land Investment LLC, a South Carolina limited liability company, its Sole Member, by Scott & Associates 7, LLC, its Managing Member, by Hugh H. Scott, Its Manager, this 25 day of August, 2005.

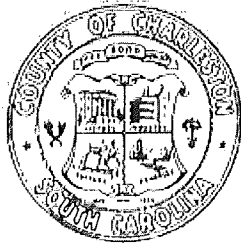
[Signature] (L.S.)
Notary Public for _____
My commission expires _____



BOOK 55 | PG 700

RECORDER'S PAGE

NOTE: This page MUST remain with the original document



FILED
 August 29, 2005
 11:35:54 AM
 BOOK 55 | PG 697
 Charlie Lybrand, Register
 Charleston County, SC

Filed By:

Haynsworth Sinkler Boyd, P.A.

P.O. Box 340

Charleston

SC 29402

DESCRIPTION	AMOUNT
Misc	\$ 10.00
Postage	
TOTAL	\$ 10.00

DRAWER:

A

DO NOT STAMP BELOW THIS LINE

0321/078

Document



Separator

REC-83: 848150000.0
WCSA: ~~ELH/SJK~~
P.O. Box 999
Charleston, SC 29402



BP0321078

RMC BK 0321 Pg 078 : pg 1 *

**SECOND AMENDMENT TO
DECLARATION OF OFFICE PARK COVENANTS,
RESTRICTIONS AND EASEMENTS**

THIS SECOND AMENDMENT TO DECLARATION OF OFFICE PARK COVENANTS, RESTRICTIONS AND EASEMENTS (this "Second Amendment") is made and entered into as of the 31st day of July, 2012, by BELLE HALL LAND INVESTMENT, LLC ("Belle Hall"), a limited liability company organized and existing under the laws of the State of South Carolina, and 1671 BELLE ISLE, LLC ("Belle Isle"), a limited liability company organized and existing under the laws of the State of South Carolina (hereinafter collectively called "Declarants").

RECITALS:

Belle Hall, as declarant, entered into that certain Declaration of Office Park Covenants, Restrictions and Easements, dated as of July 31, 2001, recorded in Book X378, Page 780, RMC Office of Charleston County, South Carolina, with respect to the property more particularly described therein as "Parcel A", "Parcel B" and "Parcel C." Said Declaration was amended by that certain First Amendment thereto, dated as of August 25, 2005, recorded in Book J551, Page 697, aforesaid records. Said Declaration as so amended is hereinafter referred to as the "Declaration."

Belle Hall is the current owner of said Parcel A; and Belle Isle is the current owner of said Parcel B. Belle Hall and Belle Isle wish to amend the Declaration to modify certain easements and obligations between Parcel A and Parcel B and their respective Owners.

The amendments herein affect only Parcel A and Parcel B. Parcel C will not be affected thereby. Therefore, Belle Hall, as the current owner of said Parcel A, and Belle Isle, as the current owner of said Parcel B, constitute all parties in interest with respect to such amendments, and, as such have the power and authority to amend the Declaration in accordance with the provisions of Paragraph 13(a) thereof.

Now, therefore, for and in consideration of Ten Dollars (\$10.00) in hand paid, each to the other, Declarants hereby agree as follows:

I. **Definitions.** For purposes of this Second Amendment:

(a) The term "**Property**" shall mean Parcel A and Parcel B described on **Exhibit A** attached hereto and incorporated herein by reference, and depicted on **Exhibit B** attached hereto and incorporated herein by reference.

(b) The term "**Owner**" or "**Owners**" shall mean Belle Hall and Belle Isle and any and all successors or assigns of such entities as the owner or owners of fee simple title to all or any portion of the Property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

(c) The term "**Parcel**" or "**Parcels**" shall mean Parcel A and Parcel B, and any future subdivisions thereof.

(d) The term "**Permittees**" shall mean the tenant(s) or occupant(s) of a Parcel and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel and/or (ii) such tenant(s) or occupant(s).

(e) The term "**Common Area**" shall mean those portions of the Parcels that are outside of exterior walls of the buildings or other structures from time to time located on the Parcels, and which are either unimproved, or are improved as (without limitation) parking areas, landscaped areas, driveways, roadways, walkways, light standards, curbing, paving, entrances, exits and other similar exterior site improvements.

(f) The term "**Site Plans**" shall mean the site plans of Parcel A and Parcel B depicted on **Exhibit C**, **Exhibit D**, and **Exhibit E** attached hereto and incorporated herein by this reference. Except as may be otherwise provided in this Second Amendment, the Site Plans are for identification purposes only.

(g) The term "**Permanent Driveways**" shall mean the driveways and related driveway improvements, paving, curbing, entrances and exits, shown in grey and labeled "**Permanent Driveways**" on **Exhibit C** attached hereto and incorporated herein by reference, which Permanent Driveways shall not be altered, modified, relocated, blocked and/or removed without the express written consent of all Owners.

(h) The term "**Permanent Sidewalks**" shall mean sidewalks shown in grey and labeled "**Permanent Sidewalks**" on **Exhibit D** attached hereto and incorporated herein by reference, which Permanent Sidewalks shall not be altered, modified, relocated, blocked and/or removed without the express written consent of all Owners.

2. The text of Paragraph 3 of the Declaration is amended by deleting the same, and inserting the following in lieu thereof the following (which amended Paragraph 3 is hereinafter referred to as "Replacement Paragraph 3"):

Parcel A/Parcel B Cross Easements for Ingress, Egress, Limited Parking, and Water Detention and Drainage. Subject to any express conditions, limitations or reservations contained herein, Declarants hereby declare that the Parcels, and all Owners and Permittees of the Parcels, shall be benefited and burdened by the following nonexclusive, perpetual and reciprocal easements which are hereby imposed upon the Parcels and all present and future Owners and Permittees of the Parcels:

(a) Each Parcel shall have a non-exclusive easement for access, ingress and egress between the Parcels and to and from all abutting streets or rights of way furnishing access to such Parcels (i) over the Permanent Driveways for the passage of motor vehicles (but not including parking), and (ii) over the Permanent Sidewalks for the passage of pedestrians. Reciprocal easements as are reasonably necessary or appropriate for the construction and maintenance of the foregoing improvements within each Parcel are also granted.

(b) Attached hereto as Exhibit E [i.e., attached to this Second Amendment] is a drawing depicting an existing detention pond, and existing and proposed drop inlets and underground piping for storm water runoff and detention. (The detention pond, drop inlets, and underground piping are herein referred to as a "Detention Structure" or "Detention Structures"). In order to accommodate the discharge of storm water from Parcel A into the detention pond through drop inlets and pipes on Parcel B, and in order to accommodate the discharge of storm water from Parcel B into the detention pond on Parcel A through the pipes on Parcel A, each Parcel shall have a non-exclusive easement upon, under, over, above and across the Common Areas on the other Parcels reasonably necessary to use the Common Water Detention and Drainage Facilities as shown on Exhibit E for the discharge, drainage and detention of storm water runoff. The Common Water Detention and Drainage Facilities located on a Parcel may be modified by the Owner of the Parcel; provided, however, that there will be no interruption of service or use of the Common Water Detention and Drainage Facilities that would adversely impact the use and enjoyment of the Parcels by the Owners thereof or their Permittees. The Common Water Detention and Drainage Facilities shall be maintained, in good order, condition and repair by Owner responsible therefore as set forth below. Paragraph 5 of the original Declaration provides that the Owner of Parcel A and the Owner of Parcel B shall share equally the cost of maintaining any detention pond or ponds located within the property lines of Parcel A and Parcel B. Such cost-sharing obligation shall remain the same. The maintenance of any such detention pond shall be performed by the Owner of the Parcel upon which a detention pond is located. With respect to the Detention Structures other than the detention pond, the Owner of Parcel A shall be solely responsible for the cost of maintaining and for maintaining the Detention Structures exclusively serving

Parcel A; the Owner of Parcel B shall be solely responsible for the cost of maintaining and for maintaining all the Detention Structures that exclusively serve Parcel B; and the Owner of Parcel A and the Owner of Parcel B shall share equally the cost of maintaining the Common Water Detention and Drainage Facilities located within the property lines of Parcel A and Parcel B, and such maintenance shall be performed by the Owner of the Parcel upon which such Common Water Detention and Drainage Facilities are located.

(c) The rights granted pursuant to such easements shall at all times be exercised in such a manner as not to interfere materially with the normal operation of a Parcel and the businesses conducted therein. Except in an emergency, the right of any Owner of a Parcel to enter upon the Parcel of another Owner for the exercise of any right pursuant to such easements shall be conditioned upon providing reasonable prior advance written notice to the other Owner of a Parcel as to the time and manner of entry.

3. **Indemnification.** Each Owner having rights with respect to an easement granted hereunder shall indemnify, defend and hold the Owner whose Parcel is subject to the easement harmless from and against any and all claims, liabilities and expenses (including reasonable attorneys' fees actually incurred) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its contractors, employees, agents, or others acting on behalf of such Owner. The foregoing shall include the obligation to repair and/or replace any improvements damaged by the exercise of any easement rights granted herein (to at least the condition that existed prior to such damage).

4. **Reasonable Use of Easements.**

(a) The easements granted in the Declaration as amended hereby shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner of a Parcel or its Permittees at any time conducted on its Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

(b) Once any Common Water Detention and Drainage Facilities are installed pursuant to the easements granted in Replacement Paragraph 3 hereof, no permanent building, structures, trees or other improvements inconsistent with the use and enjoyment of such easements (excluding improvements typically found in common areas of developments such as those located on each Parcel; e.g., paving, and the placement of a detention pond underground) shall be placed over or permitted to encroach upon such Common Water Detention and Drainage Facilities installations. The Owner of the Parcel upon which such installations are located may relocate such installations on such Owner's Parcel without the consent of the Owner of another Parcel (but such relocating Owner shall pay for the relocation) so long as neither Parcels' service by the Common

Water Detention and Drainage Facilities is materially negatively impacted and the remaining provisions of this Paragraph 4 are complied with.

(c) Once commenced, any construction undertaken in reliance upon an easement granted herein shall be diligently prosecuted to completion, so as to minimize any interference with the business of any other Owner and its Permittees. Except in cases of emergency, the right of any Owner to enter upon a Parcel of another Owner for the exercise of any right to prosecute work on another Owner's Parcel pursuant to the easements set forth herein, or to prosecute work on such Owner's own Parcel if the same interferes with drainage easements or easements of ingress, egress or access by way of the Permanent Driveways and Permanent Sidewalks to or in favor of another Owner's Parcel, shall be undertaken only in such a manner so as to minimize any interference with the business of the other Owner and its Permittees. In such case, no affirmative monetary obligation shall be imposed upon the other Owner, and the Owner undertaking such work shall with due diligence repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of the Parcel upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, the Owner undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold harmless the other Owner(s) and its Permittees from all damages, losses, liens or claims attributable to the performance of such work.

5. **Common Areas** Each Owner reserves the right to alter, modify, reconfigure, relocate and/or remove the Common Areas or building areas on its Parcel, subject to the following conditions: (i) the reciprocal easements between the Parcels pursuant to Replacement Paragraph 3 hereof shall not be closed or materially impaired; (ii) the Permanent Driveways and ingress and egress thereto, and to and from the Parcels and adjacent streets and roads, shall not be altered, modified, relocated, blocked and/or removed without the express written consent of all Owners; (iii) the Permanent Sidewalks shall not be altered, modified, relocated, blocked and/or removed without the express written consent of all Owners; and (iv) the same shall not violate any of the provisions contained in Replacement Paragraph 3 hereof.

6. **No Rights in Public; No Implied Easements.** Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Parcels, including, specifically, the Permanent Driveways. No easements, except those expressly set forth in this Declaration are granted or implied.

7. **Remedies and Enforcement.**

(a) **All Legal and Equitable Remedies Available.** In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

(b) **Self-Help.** In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Declaration within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), any Owner of a Parcel shall have the right to perform such obligation contained in this Declaration on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the Prime Rate published in the Money Rates section of *The Wall Street Journal* (or its successor) from time to time, plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, (ii) blockage or material impairment of the easement rights, and/or (iii) the unauthorized parking of vehicles on a Parcel, an Owner may, after making a reasonable attempt to contact the defaulting or responsible Owner, immediately cure the same and be reimbursed by the defaulting or responsible Owner upon demand for the reasonable cost thereof together with interest at the Prime Rate, plus two percent (2%), as above described.

(c) **Remedies Cumulative.** The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

(d) **No Termination For Breach.** Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate the Declaration as amended hereby.

(e) **Irreparable Harm.** In the event of a violation or threat thereof of any of the provisions of Replacement Paragraph 3 hereof, each Owner agrees that such violation or threat thereof shall cause the nondefaulting Owner and/or its Permittees to suffer irreparable harm and such nondefaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of Replacement Paragraph 3 hereof, the nondefaulting Owner, in addition to all remedies available at law or otherwise under this Declaration, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat.

8. **Term.** The easements contained in this Second Amendment, together with the covenants and obligations of the parties with respect to the easements, shall be effective commencing on the date of recordation of this Declaration in the RMC Office for Charleston County, South Carolina, and shall remain in full force and effect thereafter in perpetuity, unless a shorter duration is provided for herein or unless this Declaration is modified, amended, canceled or terminated in accordance with Paragraph 10(b) hereof.

9. **Miscellaneous.**

(a) **Attorneys' Fees.** In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable

attorneys' fees actually incurred in the preparation and prosecution of such action or proceeding.

(b) **Amendment.** The parties agree that the provisions hereof may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of all of the Parcels evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the RMC Office for Charleston County, South Carolina.

(c) **Consents.** Wherever in this Declaration the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon.

(d) **No Waiver.** No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

(e) **No Agency.** Nothing in this Declaration shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

(f) **Covenants to Run with Land.** It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

(g) **Grantee's Acceptance.** The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

(h) **Severability.** Each provision of this Second Amendment and the application thereof to the Parcels are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect

the validity or enforceability of the remainder of this Declaration. In the event the validity or enforceability of any provision of this Declaration is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of all Parcels by the same person or entity shall not terminate this Declaration nor in any manner affect or impair the validity or enforceability of this Declaration.

(i) **Time of Essence.** Time is of the essence of the Declaration.

(j) **Entire Agreement.** The Declaration, as modified hereby, contains the complete understanding and agreement of the parties hereto with respect to all matters referred to therein and herein, and all prior representations, negotiations, and understandings are superseded hereby.

(k) **Notices.** Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. The Owners of the Parcels may from time to time change their respective addresses for notice hereunder by like notice to the other of such entities. The notice addresses of the Owners of Parcel A, and the Owner of Parcel B are as follows:

Owner of Parcel A

BELLE HALL LAND INVESTMENT, LLC
Attn: Ian M. Smith
c/o Knightswood, Inc.
2870 Peachtree Road
Suite 122
Atlanta, GA 30305

WITH COPY TO:

Hugh H. Scott III
Scott & Associates, Inc.
1200 Lake Hearn Drive, Suite 275
Atlanta, GA 30319

Owner of Parcel B

1671 BELLE ISLE, LLC.
Attn: Ian M. Smith
c/o Knightswood, Inc.
2870 Peachtree Road
Suite 122
Atlanta, GA 30305

WITH COPY TO:

Hugh H. Scott III
Scott & Associates, Inc.
1200 Lake Hearn Drive, Suite 275
Atlanta, GA 30319

(l) **Governing Law.** The laws of the State of South Carolina shall govern the interpretation, validity, performance, and enforcement of this Declaration.

(m) **Bankruptcy.** In the event of any Bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Declaration shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the Bankrupt person or entity.

(n) **Mortgage Subordination.** Any mortgage or deed of trust affecting any portion of any Parcel shall at all times be subject and subordinate to the terms of this Declaration, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee sale, shall acquire title subject to all the terms and conditions of this Declaration.

(o) **Ratification.** The Declaration, as previously amended, is ratified and confirmed in all matters not inconsistent herewith.

(p) **Counterparts.** This Second Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument. Any signature page from any counterpart may be attached or appended to any other counterpart to complete a fully-executed counterpart of this Second Amendment.

(q) **Estoppel Certificates.** Each Owner shall, within twenty (20) days of its receipt of a written request from another Owner, from time to time provide to the requesting Owner a certificate binding upon such Owner stating: (a) to the best of such party's knowledge, whether any party to this Declaration is in default or violation of this Declaration and if so identifying such default or violation; and (b) that this Declaration is in full force and effect and identifying any amendments to the Declaration as of the date of such certificate.

(r) **Amounts Owed a Party.** Whenever a party is required to share an expense or cost hereunder, such party shall pay its share when due to a third-party payee, provided such party has received an invoice and reasonable evidence of the amount of its share. Whenever a party ("Obligor") is obligated under the terms hereof to reimburse the other party ("Obligee") for any cost or expense incurred by the Obligee, Obligor shall reimburse Obligee for such cost or expense within thirty (30) days after receipt of a written invoice from Obligee together with reasonable evidence of the costs and expenses to be reimbursed ("Supporting Evidence"). If the amount owed is not paid within such

thirty (30) day period, such amount shall bear Interest from the date Obligee delivered said invoice and Supporting Evidence to Obligor until paid. Such interest shall be computed at a rate equal to the lesser of (a) the Prime Rate (as defined below) plus five (5) percentage points, or (b) the highest rate chargeable by applicable law. "Prime Rate" shall mean the Prime Rate as published in The Wall Street Journal Money Rates Section on the date Obligee delivered said invoice and Supporting Evidence. If The Wall Street Journal ceases to be published or ceases to publish a Prime Rate, then the parties shall agree upon another comparable publication and/or method of computation.

(r) Cooperation. The Owner of Parcel B. will not oppose and shall reasonably cooperate with the Owner of Parcel A to satisfy any requirements necessary for the Owner of Parcel A to obtain permits and approvals of applicable governing authorities for the development of Parcel A. This cooperation shall include, but not be limited to, required modifications to this Second Amendment.

[SIGNATURES COMMENCE ON THE FOLLOWING PAGE]

EXHIBIT A

Legal Descriptions of Parcel A and Parcel B

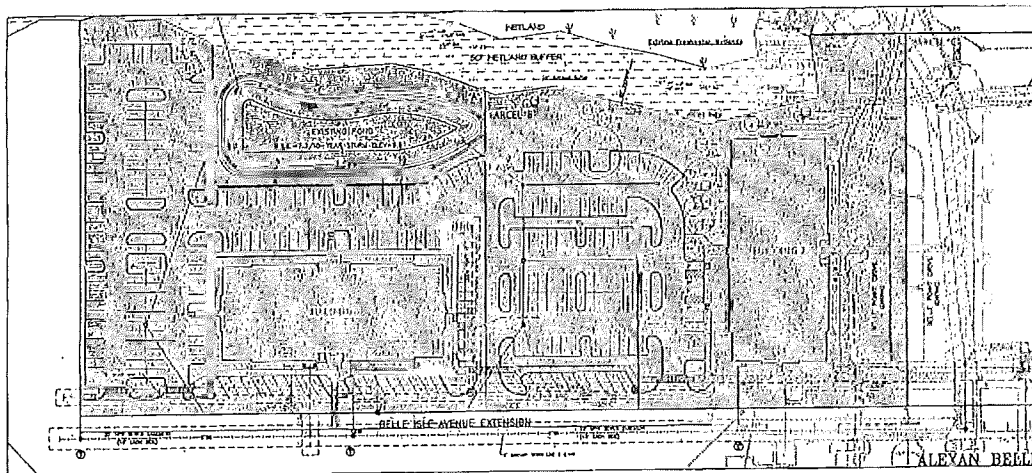
Parcel A

ALL that piece, parcel or tract of land, situate, lying and being in the Town of Mount Pleasant, Charleston County, South Carolina, designated as Parcel "A" as shown on a plat entitled "Plat Showing the Subdivision of Area "U" into Parcels "A", "B" and "C" Located at Long Point Road & Mark Clark Expressway" prepared by A. H. Schwacke, III, R.L.S. of A.H. Schwacke & Associates, Inc., dated March 22, 2001, revised June 15, 2001 and recorded with the Charleston County RMC Office in Plat Book EE at Page 978.

Parcel B

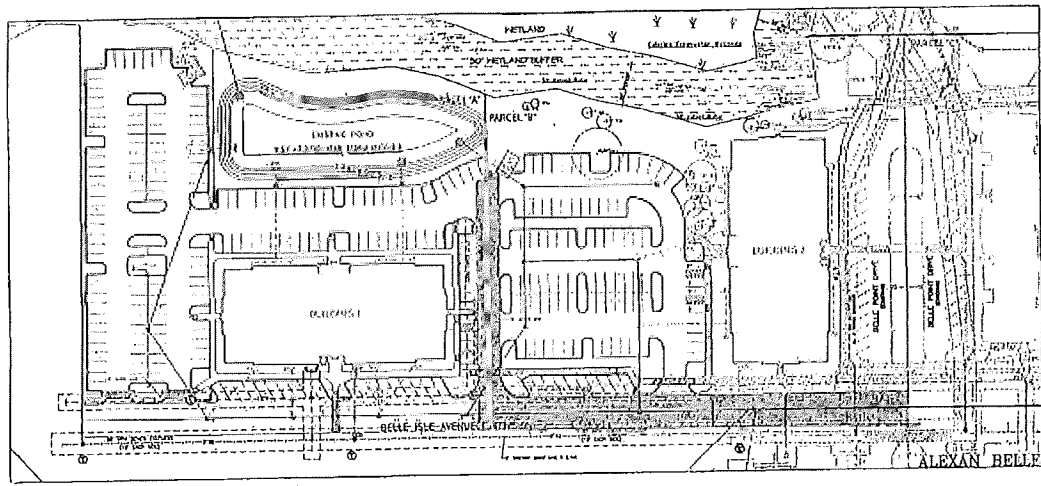
ALL that piece, parcel or tract of land, situate, lying and being in the Town of Mount Pleasant, Charleston County, South Carolina, designated as Parcel "B" as shown on a plat entitled "Plat Showing the Subdivision of Area "U" into Parcels "A", "B" and "C" Located at Long Point Road & Mark Clark Expressway" prepared by A. H. Schwacke, III, R.L.S. of A.H. Schwacke & Associates, Inc., dated March 22, 2001, revised June 15, 2001 and recorded with the Charleston County RMC Office in Plat Book EE at Page 978.

EXHIBIT B



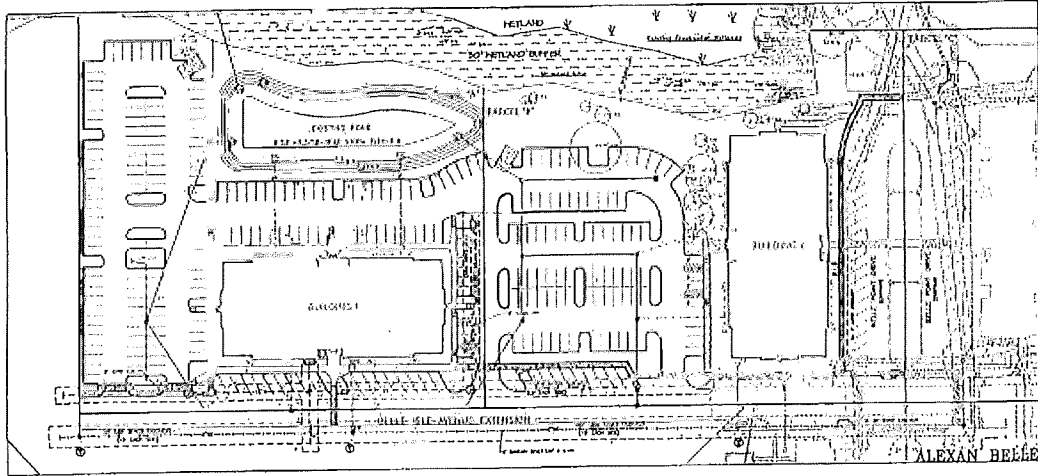
PROPERTY IS SHADED GREY

EXHIBIT C



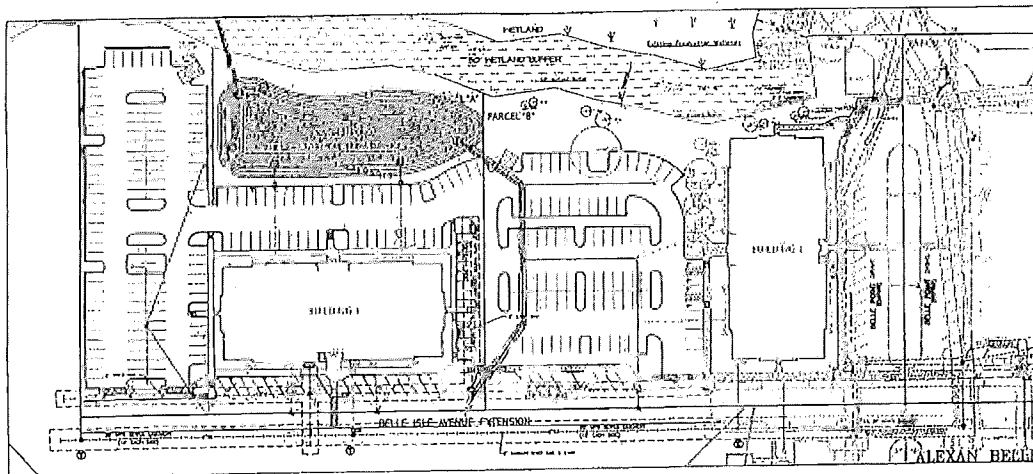
PERMANENT DRIVEWAYS SHOWN IN GREY

EXHIBIT D



PERMANENT SIDEWALKS SHOWN IN GREY

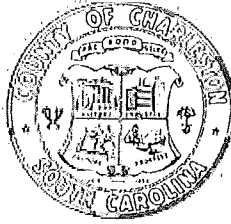
EXHIBIT E



COMMON WATER DETENTION AND DRAINAGE FACILITIES SHOWN IN GREY

RECORDER'S PAGE

NOTE: This page MUST remain with the original document



Copy

Filed By:

WOMBLE CARLYLE SANDRIDGE & RICE
5 EXCHANGE STREET
PO BOX 999
CHARLESTON SC 29401

RECORDED		
Date:	April 2, 2013	
Time:	1:55:40 PM	
Book	Page	DocType
0321	078	Misc/Amend
Charlie Lybrand, Register Charleston County, SC		

RMC Bk 0321 Pg 078 : pg 18 *

MAKER:

1671 BELLE ISLE LLC

of Pages: 18
of Sats: # of References:

RECIPIENT:

NA

Note:

Original Book:

X378

Original Page:

780

Recording Fee	\$ 10.00
Extra Reference Cost	\$.
Extra Pages	\$ 13.00
Postage	\$.
Chattel	\$.
TOTAL	\$ 23.00

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Mount Pleasant, SC
29465-0801
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RMC Bk 0340 Pg 103 : pg 1 *

**THIRD AMENDMENT TO
DECLARATION OF OFFICE PARK COVENANTS,
RESTRICTIONS AND EASEMENTS**

THIS THIRD AMENDMENT TO DECLARATION OF OFFICE PARK COVENANTS, RESTRICTIONS AND EASEMENTS (this "Third Amendment") is made and entered into as of the 18th day of June, 2013, by **BELLE HALL LAND INVESTMENT, LLC** ("Belle Hall"), a limited liability company organized and existing under the laws of the State of South Carolina, and **1671 BELLE ISLE, LLC** ("Belle Isle"), a limited liability company organized and existing under the laws of the State of South Carolina (hereinafter collectively called "Declarants").

RECITALS:

Belle Hall, as declarant, entered into that certain Declaration of Office Park Covenants, Restrictions and Easements, dated as of July 31, 2001, recorded in Book X378, Page 780, RMC Office of Charleston County, South Carolina, with respect to the property more particularly described therein as "Parcel A", "Parcel B" and "Parcel C." Said Declaration was amended by that certain First Amendment thereto, dated as of August 25, 2005, recorded in Book J551, Page 697, aforesaid records, and by that certain Second Amendment thereto, dated as of July 31, 2012, recorded in Book 0321, Page 078, aforesaid records. Said Declaration as so amended is hereinafter referred to as the "Declaration."

Belle Hall is the current owner of said Parcel A; and Belle Isle is the current owner of said Parcel B. Belle Hall and Belle Isle wish to amend the Declaration to modify certain easements and obligations between Parcel A and Parcel B and their respective Owners.

The amendments herein affect only Parcel A and Parcel B. Parcel C will not be affected thereby. Therefore, Belle Hall, as the current owner of said Parcel A, and Belle Isle, as the current owner of said Parcel B, constitute all parties in interest with respect to such amendments, and, as such have the power and authority to amend the Declaration in accordance with the provisions of Paragraph 13(a) thereof.

Now, therefore, for and in consideration of Ten Dollars (\$10.00) in hand paid, each to the other, Declarants hereby agree as follows:

1. **Definitions.** For purposes of this Third Amendment:

(a) The term “**Property**” shall mean Parcel A and Parcel B described on Exhibit A attached hereto and incorporated herein by reference, and depicted on Exhibit B attached hereto and incorporated herein by reference.

(b) The term “**Owner**” or “**Owners**” shall mean Belle Hall and Belle Isle and any and all successors or assigns of such entities as the owner or owners of fee simple title to all or any portion of the Property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

(c) The term “**Parcel**” or “**Parcels**” shall mean Parcel A and Parcel B, and any future subdivisions thereof.

(d) Except as may be otherwise herein expressly indicated to the contrary, defined and capitalized terms used in this Third Amendment shall have the same meaning and definition as set forth in the Declaration.

2. **Amendment.** The text of Paragraph 3(a) of the Declaration is amended by deleting the same, and inserting the following in lieu thereof the following (which amended Paragraph 3(a) is hereinafter referred to as “**Replacement Paragraph 3(a)**”):

(a) Each Parcel shall have a non-exclusive easement for access, ingress and egress between the Parcels and to and from all abutting streets or rights of way furnishing access to such Parcels (i) over the Permanent Driveways for the passage of motor vehicles (but not including parking, except as provided hereinbelow in this Replacement Paragraph 3(a)), and (ii) over the Permanent Sidewalks for the passage of pedestrians. Reciprocal easements as are reasonably necessary or appropriate for the construction and maintenance of the foregoing improvements within each Parcel are also granted. Notwithstanding the foregoing, Belle Hall hereby grants to the Owner of Parcel B, its successors and assigns, a perpetual non-exclusive easement for parking in four (4) parking spaces in the parking areas shown in grey and labeled “**Replaceable Parking Spaces**” on Exhibit B attached hereto [i.e., attached to this Third Amendment] and incorporated herein by reference (“**Replaceable Parking Spaces**”), which **Replaceable Parking Spaces** shall not be altered, modified, relocated, blocked and/or removed without the express written consent of the Owners of Parcel A and Parcel B, except as follows: The Owner of Parcel A shall have the right to replace any or all of the **Replaceable Parking Spaces** for a like number of parking spaces elsewhere on Parcel A and, once a substitution has been made, any parking space for which a replacement parking space has been designated shall no longer be encumbered by the parking easement, and any replacement parking spaces will

become encumbered by the parking easement. The consent of the Owner of Parcel B shall not be required in order to effect such replacement. The Owner of Parcel A shall record a document in the RMC Office for Charleston County, South Carolina, referring to this Paragraph and setting forth what spaces have been replaced as permitted hereby, which document shall be cross-referenced, if possible, to the Declaration (including the original Declaration and each amendment thereto). The Owner of Parcel A shall also notify the Owner of Parcel B of such substitution in accordance with the notice provisions hereof.

3. **Ratification.** The Declaration, as previously amended, is ratified and confirmed in all matters not inconsistent herewith.

4. **Counterparts.** This Third Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument. Any signature page from any counterpart may be attached or appended to any other counterpart to complete a fully-executed counterpart of this Third Amendment.

[SIGNATURES COMMENCE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, BELLE HALL AND BELLE ISLE have executed this Third Amendment under seal as of the date first written above.

Signed, sealed, and delivered in the presence of:

BELLE HALL LAND INVESTMENT, LLC
a South Carolina limited liability company

By: Scott & Associates 7, LLC
a Georgia limited liability company
Its Managing Member

Mechelle Pearl
Witness

By: Hugh H. Scott, III
Hugh H. Scott, III
Its Manager

Hugh H. Scott, III
Witness

STATE OF GEORGIA)
COUNTY OF Cobb)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 18th day of June, 2013, by **Hugh H. Scott, III**, the Manager of **Scott & Associates 7, LLC**, on behalf of said limited liability company in its capacity as the Managing Member of **Belle Hall Land Investment, LLC**, a South Carolina limited liability company.

Rhonda R. Poore
Notary Public

My Commission Expires:

April 19, 2014

(NOTARIAL SEAL)

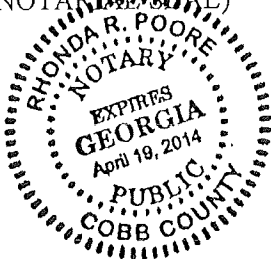


EXHIBIT A

Legal Descriptions of Parcel A and Parcel B

Parcel A

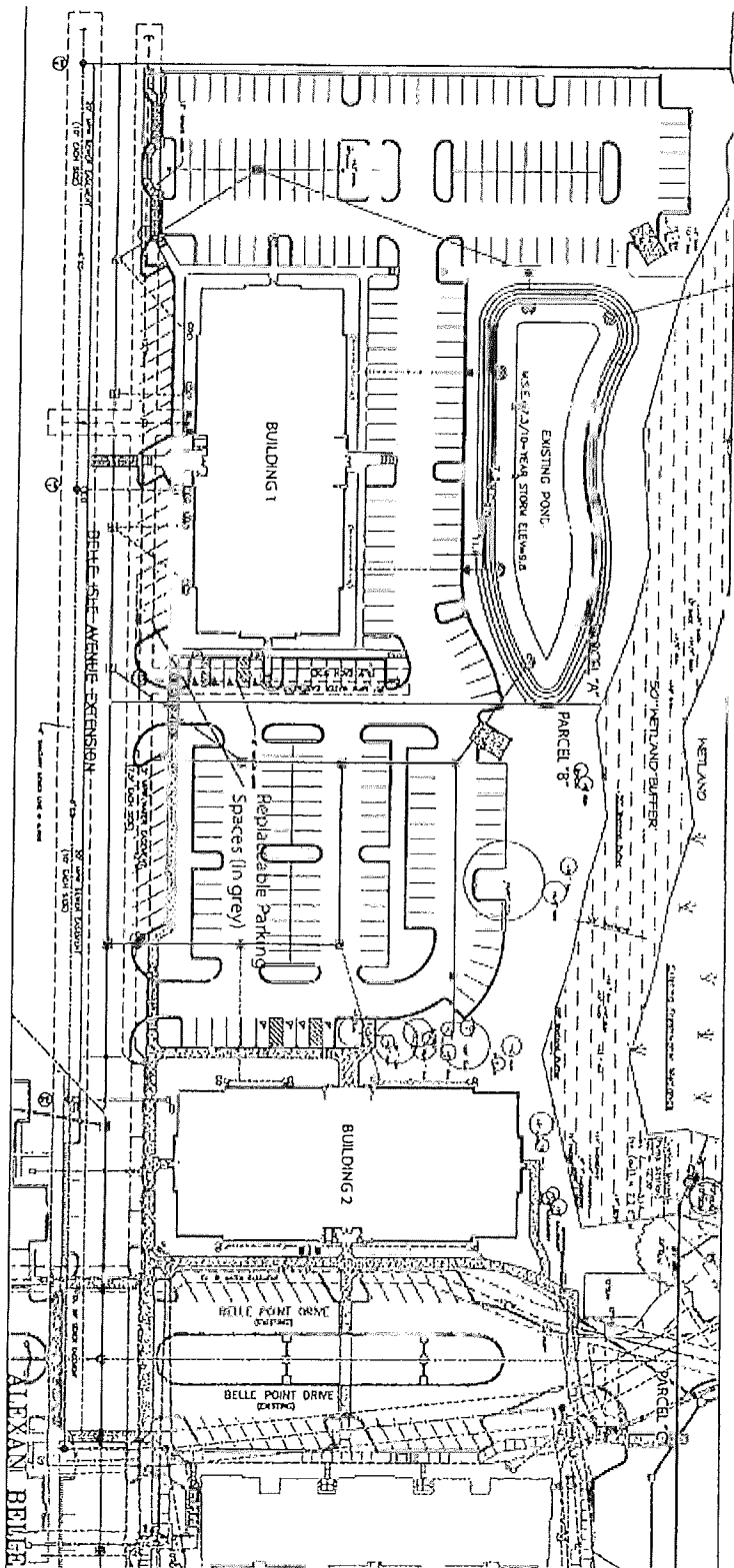
ALL that piece, parcel or tract of land, situate, lying and being in the Town of Mount Pleasant, Charleston County, South Carolina, designated as **Parcel "A"** as shown on a plat entitled "Plat Showing the Subdivision of Area "U" into Parcels "A", "B" and "C" Located at Long Point Road & Mark Clark Expressway" prepared by A. H. Schwacke, III, R.L.S. of A.H. Schwacke & Associates, Inc., dated March 22, 2001, revised June 15, 2001 and recorded with the Charleston County RMC Office in Plat Book EE at Page 978.

Parcel B

ALL that piece, parcel or tract of land, situate, lying and being in the Town of Mount Pleasant, Charleston County, South Carolina, designated as **Parcel "B"** as shown on a plat entitled "Plat Showing the Subdivision of Area "U" into Parcels "A", "B" and "C" Located at Long Point Road & Mark Clark Expressway" prepared by A. H. Schwacke, III, R.L.S. of A.H. Schwacke & Associates, Inc., dated March 22, 2001, revised June 15, 2001 and recorded with the Charleston County RMC Office in Plat Book EE at Page 978.

EXHIBIT B

**(Replaceable Parking Spaces)
(Attached)**



RECORDER'S PAGE

NOTE: This page MUST remain with the original document



RECORDED

Date: June 21, 2013

Time: 9:55:01 AM

Book	Page	DocType
0340	103	Misc/Amend

Charlie Lybrand, Register
Charleston County, SC

DW
dh

Filed By:

PFLUG LAW FIRM, LLC
PO BOX 801

MT PLEASANT SC 29465-0801

Maker:

BELLE HALL LAND INV AL

Recipient:

NA

Original Book:

X378

Original Page:

780

of Pages: 9
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