

3. In order to make the best use possible of the property owned by the parties hereto for the purpose of providing parking, drives and common facilities, the parties hereto do hereby enter into this agreement to mutually share said parking areas, drives, and common facilities.

4. This agreement shall be for the benefit of the parties hereto and their successors in title and to the extent granted by the parties hereto for the benefit of the future tenants of said property and the covenants and rights herein agreed to shall be covenants running with the land and may not be changed or altered without the mutual consent of the parties hereto or their successors in title. Nothing herein contained shall be construed as granting to any other parties or any members of the public any rights to any of the property hereinabove described. It is agreed between the parties hereto that should any lending institution making a loan on any of the improvements to be constructed on the above-described property require certain modifications to this agreement, then the parties hereto agree to make such modifications, provided such requested modifications do not substantially alter the obligations between the parties and the terms of this agreement.

5. The plat herein referred to designates certain areas for drives and certain areas for parking spaces. The parking spaces are laid out on said plat and the number of parking spaces provided on Fairlane's property is now set forth at 92 parking spaces and the number of parking spaces set forth on Wade Hampton's property is 214 parking spaces. It is agreed that the drives and parking spaces will be provided in approximately the location as shown on said plat and in the same number as shown on said plat; however, nothing herein contained shall prevent the parties from relocating any of said areas by mutual agreement.

6. It is agreed between the parties that Fairlane shall be solely responsible for maintaining the parking areas, drives and common facilities and lighting facilities located on the property owned by Fairlane. Wade Hampton and Fairlane will share the cost of maintaining said areas on the property owned by Wade Hampton; however, Wade Hampton shall have the duty to see to the maintenance, and Fairlane's obligation shall be only to reimburse Wade Hampton. The fraction of cost to be paid

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