

(6) Purchaser acknowledges that Seller has provided Purchaser with a copy of the Restrictive Covenants of Myers Park Subdivision and further that both Purchaser and Seller have reviewed said Restrictive Covenants and agree to be bound thereby.

(7) In the event Purchaser elects not to build upon said lot and offers said lot for resale, then Purchaser does hereby grant HBA Properties the right of repurchasing said lot at a price and on terms no less favorable to Purchaser than he is able to obtain in a bona-fide offer to purchase from a third party. This condition shall survive closing of the sale contemplated by this Contract.

(8) Purchaser recognizes that the roadway to service the afore-described property may be relocated, but Seller agrees to minimize any encroachment upon the lot of Purchaser and further agrees that the proposed location of the roadway will not decrease the depth of Purchaser's lot by more than 20 feet.

(9) This Contract constitutes the entire agreement between the parties hereto relating to the sale and purchase of the real property hereinabove described and supercedes all prior or other agreements and representations in connection with the sale and purchase of said property. This Contract may not be changed, modified or amended, in whole or in part, except in writing, consented to and signed by both Seller and Purchaser. Both Seller and Purchaser shall have the right to enforce the terms of this Contract in accordance with the laws of the state of South Carolina.

(10) In the event of the Purchaser's not being able to procure financing as outlined in this Contract or upon a default by the Seller of the terms and conditions of this Contract, then this Contract shall be null and void and the Seller agrees to return the \$500.00 paid down in earnest money to the Purchaser.

(11) This agreement is binding upon and shall enure to the benefit of the heirs, Administrators, Executors and successors of the parties hereto.

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