

number of residences constructed or purchased at the time any purchaser, mortgagee or lienholder acquired title or interest in a residence, Sponsor shall have and does hereby specifically reserve the right to construct no more than seventeen (17) units, and, with respect to such residence, convey to the purchaser thereof the title to said residence and its appurtenant percentage of undivided interest in the common areas and facilities in the various phases as provided in Exhibit "E".

Further, every purchaser or mortgagee of a residence, by his acceptance of a deed, mortgage or other conveyance therefor, and every lienholder who shall claim any interest therein hereby consents to Sponsor's plan of development as herein set forth and each of them hereby covenants, represents, warrants and agrees for himself, his heirs, successors and assigns to execute and deliver to Sponsor such documents, if any, as may be required in the opinion of Pioneer National Title Insurance Company or other title insurance company to effect the construction of phases. In furtherance thereof, each residence owner, mortgagee and lienholder, for himself, his heirs, successors and assigns, hereby nominate, constitute and appoint Sponsor as his attorney-in-fact for the limited purpose of executing and delivering any such documents, if for any reason such residence owner, mortgagee or lienholder shall fail or refuse to execute and deliver the same, with such power of attorney being coupled with an interest and being irrevocable.

IN WITNESS WHEREOF, the undersigned corporation by its duly authorized officers hereby sets its hand and seal the day and year first above written.

In the presence of:

L. H. Philpotts

Reed Drake

WESCO, INC. (SEAL)

BY: M. William Bashor, Jr.  
M. William Bashor, Jr., President

BY: John F. Palmer  
John F. Palmer, Secretary