

Address: 119 Nancy St.
Greenville, S.C. 29601

1089-872

STATE OF SOUTH CAROLINA) FIRST REFUSAL PURCHASE OPTION AND
)
COUNTY OF GREENVILLE) AGREEMENT AS TO RESTRICTIVE COVENANTS

THIS AGREEMENT, made and entered into this 2nd day of April, 1979, by and between RUTH GREENE EVINS, hereinafter called "Seller", of Greenville County, South Carolina and JOHN M. DILLARD, hereinafter called "Buyer", of Greenville County, South Carolina.

W I T N E S S E T H :

WHEREAS, The Buyer has on this date purchased from Seller 13.88 acres on the northerly side of McElhaney Road, near Travelers Rest, in Greenville County, South Carolina, shown on a plat thereof recorded in the RMC Office for said county and state in Plat Book 7-A, page 26, incorporated herein by reference, which 13.88 acres is hereinafter called "Tract A",

WHEREAS, the Buyer has on this date also purchased property known as 20.77 acres from Billy Joe Greene lying east of Tract A on the northerly side of McElhaney Road, in Greenville County, South Carolina, also shown on a plat recorded in the RMC Office for Greenville County, S. C., in Plat Book 7-A, page 26, which 20.77 acre tract is hereinafter referred to as "Tract B",

WHEREAS, the Seller remains and continues to own on the northerly side of the McElhaney Road and the easterly side of the White Horse Road, in Greenville County, South Carolina, approximately ten to fourteen acres known as the balance of Tract 5 of the A. J. Greene Estate as shown on a plat recorded in the RMC Office for said county and state in Plat Book J, page 35, and which is designated on the Greenville County Tax Maps as Parcel 482-1-4.3, EXCLUDING, HOWEVER, the Seller's Home Place separately designated on the Greenville County Tax Maps as Parcel 482-1-6, and any property which may be owned by Seller lying east of the White Horse Road, which tract, less exclusions, is hereinafter referred to as "Tract C".

NOW, THEREFORE, for and as a part of the consideration for the sale of Tract A by the Seller to the Buyer on this date and for the considerations stated in a separate deed of conveyance thereto, the Buyer and the Seller, on behalf of themselves, their heirs, assigns, executors and administrators, do hereby covenant and agree as follows:

If Seller should receive an offer from a third party to purchase any of her remaining property in Tract C which she intends to accept, she shall notify the Buyer of the terms of the same, and the Buyer shall have the right within thirty days to purchase the property the subject of such offer on the same price, terms and conditions of such offer from such third party. The first refusal rights granted by the Seller to the Buyer contained in this paragraph shall terminate and no longer be binding upon the parties or otherwise legally effective 35 years from the date hereof.

The Buyer and the Seller covenant and agree that Tracts A, B and C shall be restricted for use only for single-family residential purposes for a period of 35 years from the date hereof, and this covenant shall be deemed a covenant running with the land, binding upon the parties accordingly; provided, however, that in the event that the whole or any part of Tracts A, B and C above described shall in the future be zoned by a governmental authority which requires the use of the whole or any part of Tracts A, B or C for commercial or industrial purposes, then the restrictive covenant contained in the paragraph shall be terminated and cease to be of legal effect and binding on the parties, their heirs and assigns, only and subsequent to the date that such commercial or industrial usage by zoning becomes legally effective.

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