

V.

Seller acknowledges that Purchaser shall acquire an equitable interest in the above described property by reason of this Bond for Title and that any subsequent creditors of Seller, if any, shall be subject to the rights of Purchaser under this Bond for Title in the above-described real estate.

VI.

Purchaser shall comply with the following restrictive covenants which shall be in the deed at the time of conveyance:

(a) No shrub, tree, building or any other structure of any nature or kind shall be erected or permitted by Purchaser, his heirs and assigns, tenants or guests, on the property which shall have an elevation in excess of 1148 feet national geodetic vertical data, (NGVD), except, however, the chimney for the house can be 1151 NGVD and five (5) existing trees consisting of two (2) birches, two (2) chinese chestnuts and one (1) cypress, along or near the western line of said property shall be allowed to remain regardless of height.

In the event any structure, shrub, tree or building is placed, constructed or allowed to grow to a height in excess of 1148 feet NGVD Seller, his heirs and assigns shall have the right to enter said property and remove the object in violation of said height restriction and the cost thereof shall be the responsibility of Purchaser, his heirs and assigns and shall be a charge against said property.

(b) All architectural plans and specifications for any constructions of any buildings or any structures of Purchaser on the property shall be subject to the prior review and approval of Seller for the purpose of determining Purchaser's compliance with the height restrictions established hereinabove.

(CONTINUED ON NEXT PAGE)