

of Phase Two shall not have commenced within six (6) months following the completion of construction of Phase One, it shall be deemed, for the purposes of this Agreement and the contractual obligations which have survived the closing, that Phase One shall be the last unit and that SCHWIERS shall be given an "end" unit in Phase One or that a second Phase shall be constructed from which SCHWIERS shall be conveyed a condominium unit. It is understood that the unit conveyed to SCHWIERS shall substantially conform to the terms as set forth in paragraph 13 of the Contract. In the event the later event shall occur, it shall be understood that any subsequent phases in which SCHWIERS' unit may have been located shall be considered as a part of the whole regime as opposed to a separate regime.

3. It is further understood that paragraphs 14 and 15 of the Contract shall also survive and merge into the closing of the initial phase of the Contract.

IN WITNESS WHEREOF, this instrument has been duly executed this the date and year first above written.

IN THE PRESENCE OF:

[Signature]
[Signature]

[Signature]
BILLIE BAXLEY SCHWIERS

James C. Blakely, Jr.

SUNSET FOREST, a General Partnership

BY: *[Signature]*
Its Partner

The undersigned, BLUE RIDGE DEVELOPMENTS, INC., as the original Assignee by James E. Jones, Jr., of his rights in and to the Contract does hereby acknowledge the within Agreement and agree to be bound by its terms insofar as the same apply to the undersigned, specifically included, but not limited to, the requirements relating to the erection of a fence.

IN WITNESS WHEREOF, this Acknowledgment has been duly executed this the 5th day of March, 1931.

IN THE PRESENCE OF:

James C. Blakely, Jr.

BLUE RIDGE DEVELOPMENTS, INC.
BY: *[Signature]*
Its President and Secretary

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