

STATE OF SOUTH CAROLINA,

TITLE TO REAL ESTATE

COUNTY OF GREENVILLE.

WHEREAS, the Tryon Development Company has subdivided a certain tract of land in the State and County aforesaid into parcels or lots, surrounding a projected lake to be known as Lake Lanier; and

WHEREAS, the parties desire for the benefit of their own property, and for the benefit of future purchasers and owners of the land shown within the lines of the plat hereinafter referred to, that the same shall be developed, and for a time hereafter used exclusively for residential purposes with certain exceptions and subject to certain reservations, conditions and restrictions hereinafter set out;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the Tryon Development Company, a corporation, duly organized and chartered under and by virtue of the laws of the State of South Carolina, in consideration of the above recitals and of the covenants herein and of the sum of

Five Dollars, to it in hand paid by Julian Calhoun, has granted, bargained, sold and released, (subject, nevertheless, to the exceptions, reservations, conditions and restrictions hereinafter set out), unto the said Julian Calhoun

All that lot, piece or parcel of land in the County of Greenville, State of South Carolina, known and designated as Lot Number 63

of Plat Number 1 of the property of the Tryon Development Company, known as LAKE LANIER, made by George Kerstow, C. E., and duly recorded in the office of the Register of Mense Conveyance for Greenville County, in Plat Book Number G Page 41 said lot having a frontage of feet, a rear width of feet, and a depth of feet on one line and feet on the other, as will more fully appear from the said plat, reference being hereby made to the record thereof for a more particular description of the lot herewith conveyed.

Being lot 70.63 of the Holmes Section of Lake Lanier Development as shown on the plat to same, being duly recorded in the records of Greenville County, State of South Carolina, and not being bounded by the following lines:

Beginning at a point in the center line of Striper Boulevard a distance of 2,245.8 feet more or less from its intersection with the Tryon Spartanburg Highway, said point being located exactly 9.7 feet northward from the ending of a circular curve with a radius of 100.0 feet, said ending of curve being referenced by two concrete monuments as shown on aforesaid plat, and running thence southward along the said center line a distance of 44.0 feet, thence along a line perpendicular to said center line to a point of intersection with the west line of lot 70.66 in Block 10 on aforesaid plat a distance of about 105.8 feet more or less, thence northward along the said west line of lot 70.66 to the center line of the first street north of Tryon Boulevard a distance of about 65.0 feet, thence along the center line of said street northward a distance of about 7.0 feet to a point of intersection with a radial line drawn from aforesaid curve from the beginning of this description thence along said radial line a distance of about 149.1 feet to the beginning, saving and excepting a strip of land adjacent to the center line of Striper Boulevard, bounded by a line to the east of parallel to and 15.0 feet distant from the said center line, and a strip of land adjacent to the first street north of Tryon Boulevard, bounded by a line to the east of parallel to and 10.0 feet distant from the center line of said street, which two strips of land are reserved for use by the public as streets, and it is understood that all distances described as curved lines are to be measured as chords of 20.0 feet or fractional parts and that elevations are to be as a width at the building line of 50.0 feet or more. The seller guarantees that the road in front of the above described lot will be paved with a form of water bound macadam road, and that water, lights, connections, and a form of sewage will be provided.

TOGETHER with the right of enjoyment of privileges and facilities afforded by Lake Lanier, an artificial water, as projected on said plat, for lawful aquatic sports, boating, bathing, swimming and fishing; and together with the further right to erect for the use of the owner of the above described lot a boat house and wharf or landing at some appropriate location on the margin of said Lake, the said location and the size, plans and specifications of said boat house and wharf or landing to be subject to approval of grantor; but nothing herein contained shall privilege a nuisance or increase the pollution of the said Lake, its inlets, outlets, or beaches, nor authorize any unlawful, offensive or boisterous conduct, or the use of the said Lake by any person inexperienced in swimming; it being expressly stipulated that the grantor herein, its shareholders or successors, shall not be liable to any lot owner or any other person for any damage or injury sustained in the exercise of the said privileges and facilities, or by reason hereof.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining, TO HAVE AND TO HOLD, All and singular, the premises before mentioned unto the said Julian Calhoun, his heirs and assigns.

And the said Tryon Development Company, does hereby bind itself and its successors to warrant and forever defend all and singular the said premises unto the said Julian Calhoun, his heirs and assigns.

This conveyance is made subject to the following conditions, restrictions and covenants running with the land, for a violation of the first of which the title shall immediately revert to the grantor, its successors or assigns, except as against lien creditors, to-wit:

- FIRST: That the property hereby conveyed, or any part thereof, is not to be sold, rented, leased or otherwise disposed of to any person of African descent.
SECOND: That the property hereby conveyed, is to be used for residential purposes only for a period of Twenty-one years after April 1, 1925, but this shall not be taken to prevent the grantor herein from designating certain lots of this development or any future addition thereto for business purposes or for other purposes in the opinion of grantor, in promoting said development, the right to do so being hereby expressly reserved by grantor.
THIRD: That no use shall be made of any lot which, in the opinion of the grantor herein, will constitute a nuisance, or prove in any way noxious or offensive to the neighboring inhabitants, or injure the value of neighboring lots.

FOURTH: That no dwelling house shall be built on the above described lot to cost less than Three Thousand Dollars; that no residence, garage, or other building whatsoever shall be erected on said lot until, and unless, the plans and specifications thereof have been submitted to and approved by, as shown and indicated on the plat hereinafter referred to, and in strict accord with the plans and specifications so required to be submitted and approved, and

FIFTH: That not more than one residence shall be shown to front by the plat aforesaid. residence, there may be erected a garage and servant's quarters, (the plans for which are to be first approved as hereinabove provided) in keeping with the premises, and no other building shall be erected on the lot and hereinabove described.

SIXTH: That the parties hereto, their successors, heirs and assigns, will not, during the term of twenty-one years from April 1, 1925, subdivide, sell or convey any part or parcel of said lots, less than the whole of each thereof, as shown on said plat (the grantor hereby expressly reserving the right, however, to sell and convey any part or parcel of any lot within said block, in connection and merged with any adjoining lot, so as to create one or more lots of larger area than as shown on said plat, and the further right to determine the size and shape of lots sold for other than residential purposes.)

SEVENTH: That the grantor herein reserves the right to lay, erect and maintain, or authorize the laying, erecting and maintaining of sewer, gas, and water pipes, electric conduits or pipes, telegraph, telephone and electric light poles, and any other such public utilities, on or in any of the roadways, streets or alleys bordering said property, with connecting links for the same along the back and side lines of the lot above described, and to grade surface, and repair the said roadways, streets and alleys, without compensation to any lot owner for any damage sustained thereby.

EIGHTH: That no surface closet or other unsanitary device for the disposal of sewerage shall ever be installed or maintained on the lot herewith conveyed, and the grantor herein agrees that upon the written request of the owner of said lot made at any time within three years after the date of execution of this deed, grantor will install on said lot a septic tank, or other sanitary device for disposal of sewerage, and said owner shall have the right to connect to and use the same; PROVIDED, HOWEVER, that in such event, grantor is to have the right, without reimbursement to the owner of said lot, to connect to said septic tank or other sanitary device one or more owners of other lots, or grant them the right to so connect, according to the capacity of said septic tank or other sanitary device.

In Witness Whereof, the said Tryon Development Company has caused these presents to be signed by its duly authorized officers, and its corporate seal to be thereto affixed, this 13th day of May in the year of our Lord one thousand nine hundred and 25 and in the one hundred and 119th year of the Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of: M. B. Koford, Secretary of Tryon Development Company.

U. S. Stamps Cancelled, \$ 1 and 00 cents. B. C. Stamps Cancelled, \$ 0 and 00 cents.

STATE OF North Carolina, County of Polk. PERSONALLY appeared before me, W. R. Loas, and made oath that he saw the within named Tryon Development Company, by P. L. Wright, President, and L. B. Wright, Secretary, sign, affix the corporate seal and as its corporate act and deed, deliver the foregoing deed; and that he, W. R. Loas, witnessed the execution thereof.

Sworn to before me, this 13th day of May, 1925. W. R. Loas, Notary Public.

My commission expires April 2, 1927.

STATE OF North Carolina, County of Polk. FOR VALUE RECEIVED, J. G. W. Holmes, hereby releases the within described real estate from the lien of a certain mortgage given by the Tryon Development Company to me.

dated the 24th day of April, 1925, and recorded in the office of the Register of Mense Conveyance for Greenville County in Mortgage Book, at Page.

Witness my hand and seal, this 15th day of May, 1925. W. M. Hester, W. F. Little, (SEAL.)

Signed, Sealed and Delivered in the Presence of: W. M. Hester, W. F. Little, (SEAL.)

STATE OF North Carolina, County of Polk. PERSONALLY appeared, W. M. Hester, and made oath that he saw the above named J. G. W. Holmes, sign, seal, and as his act and deed, deliver the foregoing release, and that he, with W. F. Little, witnessed the execution thereof.

Sworn to before me, this 15th day of May, 1925. W. M. Hester, Notary Public, My Commission expires May 19, 1927. Recorded June 29, 1926, at 3:00 o'clock, P.M.

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