

be used exclusively for residential purposes by white persons only (except as to servants of occupants) and shall never be used in any manner which may render neighboring property less desirable for residential purposes.

(2) No building shall be erected on any part of said property unless plans and specifications therefor have been approved by the Vendor. No part of any building shall be less than thirty (30) feet from the front lot line, nor less than five (5) feet from the back line of any lot or pair of lots, nor less than two and one-half (2 1/2) feet from the outer side line of any lot or pair of lots. Only one dwelling, with its appurtenant buildings, shall be erected on any pair of lots as shown on said plat. Every residence shall be of fire resistant and built on a solid foundation of brick, stone or concrete, and be finished on the outside, and each frame house shall be painted or stained. No lot shall be subdivided prior to January 1, 1930, without the written consent of the Vendor.

(3) No surface closet, or cesspool shall ever be used on said land, but the Vendor shall dispose of all sewage by septic tanks or other sanitary sewers of standard design; and all occupants of said land shall be governed by such reasonable sanitary rules and regulations as may be adopted from time to time by a majority of the owners of lands in said "Marshall Tract."

(4) The Vendor agrees to lay a water pipe, connecting with a public system, to a point within thirty (30) feet of land hereby sold, as soon as possible after the Vendor may require same for the purpose of building a residence. The Vendor reserves to itself and its successors and assigns the right to authorize the placing, maintaining, repairing and replacing of gas, water and sewer pipes, telephone, telegraph, light and power lines and any other instrument of public utility over or under any street, alley, pass or lot at any time, without compensation to any lot owner; except that the premises shall be left in as good condition as before.

The purchase price of said land has been produced materially because of the foregoing which are not conditions subsequent, but are to be

deemed covenants running with the land and binding all owners and occupants thereof. By accepting this deed, each grantee binds himself and his heirs and assigns to comply with all said conditions.

In witness whereof, the said granting corporation has caused its corporate seal to be hereunto affixed, and these presents to be subscribed by its President and Treasurer L. D. Patterson (who is fully authorized under the by-laws of said Corporation to sign this deed) on this 3rd day of December, in the year of our Lord one thousand, nine hundred, and twenty-eight and in the one hundred and 53rd year of the sovereignty and independence of the United States of America.

Fidelity Guarantee and Trust Company
as Trustee (Corporate Seal)
By L. D. Patterson
President and Treasurer

Signed, sealed and delivered in the presence of
Jannie Elizabeth Power
J. T. Crookup

State of South Carolina
County of Greenville
Personally appeared before me Jannie Elizabeth Power and made oath that she said the within named Fidelity Guarantee and Trust Company (a corporation, by L. D. Patterson, its President and Treasurer), as Trustee, sign, seal with its corporate seal and as the act and deed of said corporation define the within written deed and that she with J. T. Crookup witnessed the execution thereof.

Jannie Elizabeth Power
Brought to before me this 3rd day of December
A. D. 1928
J. T. Crookup (Seal)
Notary Public for South Carolina
S. C. St. 4, 00

Recorded January 9th at 9:14 A.M. 1929.

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