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trees cut down to a maximum height of ten feet; and in the event said Grantees fail to keep the trees and underbrush so cut, then and in that event the Grantor, its successors and assigns shall have the right to cut down said trees and underbrush to the height specified above after giving 60 days' notice in writing to said Grantees, however, in the event the underbrush and trees are so cut down by the said Grantor, it shall be the responsibility of the said Grantor, its successors and assigns to remove the underbrush and trees from the property of the said Grantees.

As part of the consideration for this deed, the Grantor covenants and agrees to re-open and clear an old road running from the Southwestern edge of U. S. Highway No. 276 to the Northwestern edge of Lot 107, above described, and does hereby expressly grant unto the grantees herein, their heirs and assigns forever, a right-of-way over, across and along said road for their use and benefit and for the use and benefit of their heirs and assigns forever. However it is expressly agreed that the Grantor does not assume any responsibility for the maintenance, upkeep or drainage of the above described road or right-of-way but that this agreement shall not preclude the said Grantor from so doing if it so desires.

The Grantor reserves the right to enclose Section A, or any part thereof, of the Grantor's Development, this being the section on which "The Head" and the Hotel are situated, within a permanent fence and to establish and maintain a toll gate or gates at which all persons may be required to pay reasonable admission fees to said Section A; provided, however, that no charge shall be made to the owners of the lots within said enclosure, their families and guests to all of which terms said parties hereto agree; and further provided that such fence will not divide the above described property except along the highway to a distance of fifteen feet within the property line.

The conveyance is made, however, subject to the following restrictions, which are covenants running with the land:

(1) This property may be used for residential purposes only, and no building other than a one family dwelling may be erected thereon, garages and outbuildings excluded, provided, however, that owners may build a guest house or servants quarters.

(2) No part of this property may be sold, rented or leased to persons in whole or in any part of African descent.

(3) No hotel, inn, boarding house, cafe, restaurant, eating establishment or any establishment of a commercial nature may be erected or operated on these premises.

As a part of the consideration for this deed the grantees herein covenant and agree that the land herein conveyed shall never be used in such a manner or for any purpose which will prove harmful or injurious to the Springs on the adjoining land of the grantor, the waters of which shall be used for domestic purposes and that the owners or occupants shall at all times conform to all sanitary and police regulations.

The Grantor, for itself, its successors and assigns, covenants and agrees to maintain at all times during the summer months in or near the roadway bounding the above premises, and accessible to said premises, a supply of water for domestic purposes and to permit grantees, their heirs and assigns to connect with and use said water for all purposes upon payment by said grantees, their heirs and assigns of reasonable charge therefor.

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 grantee(s) hereinabove named,
and their Heirs and Assigns forever.