

rental charges for the above described land during the time of the operation of the contract. Time is of the essence. Prompt performance of this agreement is of the essence and particularly where the payment of money is required. Instead of electing to cancel the contract and retain all payments theretofore made as liquidated and agreed upon damages, the subdivider may elect, after having given the same 60-day notice first hereinabove referred to, to accelerate and call due the entire unpaid balances due hereunder; and, in the event of such election, the subdivider may have such other rights and remedies as the law affords to a vendor of a land contract against a vendee thereof in default.

the parties and may not be changed orally. It may be changed only by agreement in writing signed by the parties against whom the enforcement of any waiver, change, modification or discharge is sought. No waiver of any provision of this agreement shall be construed as a continuing waiver of such provision on any subsequent occasion unless such waiver is in writing and states explicitly that it is intended to modify this agreement. The subdivider is not liable or bound in any manner by express or implied warranties, guarantees, promises, statements, representations, or information pertaining to said lot(s), made or furnished by any real estate broker, agent, employee, servant or other person representing or purporting to represent the subdivider, except as such warranties, guarantees, promises, statements, representations or information are expressed and specifically set forth herein or in any written amendment hereto as aforesaid.

This instrument and the rights created hereunder is not transferable without the consent of the subdivider in writing and any attempted assignment without subdivider's written consent will be a nullity. A transfer by operation of a law will not be deemed such a transfer as is forbidden hereby without the written consent of the subdivider first had and obtained, nor shall anything herein contained be construed as varying or altering any of the other terms of this agreement if the subdividers, upon written application of the purchaser consents to a transfer; but in any event, any transferee shall immediately become obligated to perform and shall be bound by all of the terms hereof.

The parties hereto agree that this agreement is made in South Carolina and it shall be construed as a South Carolina contract and shall be governed by and construed according to the laws of South Carolina.

Notice which either party desires to give unto the other must be in writing, and it may be given either by personal delivery or by mail, addressed to the parties as follows:

For the SUBDIVIDER: LOTS, INC.  
P. O. Box 10,345 Greenville, S. C.

For the PURCHASER: At the address hereinabove indicated as such; and if such notice be given by United States Registered Mail, with return receipt requested, then and in such event it shall be deemed to have been given when it shall have been deposited in the United States Registered Mails, addressed as above required.

The words "purchaser," "subdivider," "agent," and "broker" shall be construed to include the plural as well as the singular, and the word "his" shall include "her," "its," and "their" wherever applicable herein, and this shall be binding upon the heirs, personal representatives, successors, administrators, executors of the parties, and assigns (the term "assigns" as applied to the purchaser meaning any transferee of the purchaser by operation of law or any other transferee of the purchaser, transfer to whom shall have been consented to in writing by the subdivider).

This application constitutes the entire agreement between

IN WITNESS WHEREOF, the subdivider and purchaser have hereunto set their respective hands and seals this 5TH day of SEPTEMBER, 1964

WITNESSES:

Mrs Lucille Foster  
Jo Ann H. McDaniel

Seals this 5TH day SEPTEMBER, 1964  
Harland Whitlock (SEAL)  
Purchaser

Purchaser (SEAL)

The above application is hereby accepted this 5TH day of

SEPTEMBER, 1964  
By LOTS, INC. (SEAL)  
[Signature]  
Subdivider Agent Officer

EXCERPTS OF RESTRICTIONS TO WHICH LAND WILL BE CONVEYED

(Full text of restriction is to be filed at the Office of the Greenville, South Carolina)

- 1. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars and other buildings and improvements incidental to residential use. It is expressly prohibited to erect servant's quarters or any rental units over garages or any other buildings on a residential lot other than the type of buildings herein set forth.
- 2. Sewerage disposal systems shall be constructed and maintained in accordance with State Board of Health requirements. At such time when a sewerage disposal system is installed by the County of Greenville or other cognizant political subdivision, private or septic sewerage systems must be filled in, sealed, or removed in accordance with applicable State Board of Health requirements.
- 3. No stagnant water, stale garbage, or any other unsanitary or unhealthy condition conducive to the breeding of mosquitoes, or flies, or otherwise prejudicial to health, on any lot hereby conveyed, shall be permitted by the owner of such lot.
- 4. No animal, except house pets, shall be kept or maintained on any lot hereafter conveyed.
- 5. No noxious or offensive trade or activity shall be carried on or upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

- ways, car ports and garages. Home must be built of all structures shall before occupancy be completed on the exterior.
- 8. The subdivider has the right to come in and complete the construction of any dwelling if said construction has not been completed by the lot owner within one (1) year after the beginning of said construction. The subdivider shall have a lien on the property for the amount of expenses incurred in finishing the construction.
- 9. A perpetual easement is reserved by the subdivider, its successors and assigns, in, on, and over the rear six (6) feet of each lot, and in, on and over a six (6) foot strip along each side lot line, for utility, water, or other community improvement, installation and maintenance.
- 10. No building shall be erected on any residence lot until the design and location thereof have been approved by the Architectural Committee of said Committee to be appointed by the president of said Committee and subject to change from time to time. If the Committee shall not disapprove in writing by registered mail or other sufficient communication within thirty (30) days after the submission of plans, the plans shall be deemed accepted.
- 11. No trees or major shrubbery shall be removed from the premises under contract without express permission of the Architectural Committee under the same conditions as outlined in No. 10.

( STATE OF SOUTH CAROLINA )  
( COUNTY OF GREENVILLE ) PROBATE

Personally appeared before me the undersigned witness who made oath that she saw the within named grantor, agent for Lots, Inc., sign, seal, and as the grantor's act and deed deliver the within written Sales and Purchase contract and that she with the other witness subscribed above witnessed the execution thereof.

SWORN TO BEFORE ME THIS 13th day of June, 1969.

Nate K. Clark (SEAL)  
Notary Public for South Carolina  
My commission expires 4-7-79

Jo Ann H. McDaniel