

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...

WHEREAS the parties hereto for the benefit of their own selves and for the benefit of future purchasers and owners of the land shown within the lines of the plat...

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS That the Tryon Development Company, a corporation, duly organized and chartered under the laws of the State of South Carolina...

in witness and other communication Dollars

in full paid by Hayes Bus Lines, Inc. to the Tryon Development Company...

That all or part of parcel of land in the County of Greenville, State of South Carolina, known and designated as Lot Number 1485...

Map Number 8 of the property of the Tryon Development Company known as LAKE LANIER...

Map Book Number 8 Page said lot having a frontage of feet a rear width of feet and a depth of feet...

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...

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...

EIGHTH: That no surface closet or other unsanitary device for the disposal of sewage shall ever be installed or maintained on the lot herewith conveyed...

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...

affixed, this 28 day of May in the year of our Lord one thousand nine hundred and twenty-six and in the one hundred and fiftieth year of the Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of: W. M. Ellsworth, Clarence Peters, Secretary

STATE OF North Carolina, County of Henderson, PERSONALLY appeared before me W. M. Ellsworth and made oath that he saw the within named Tryon Development Company, by its President, Clarence Peters, and its Secretary, A. L. Belmont...

Sworn to before me, this 29th day of May, 1926, Notary Public, Henderson County, N.C., W. M. Ellsworth, My commission expires Dec 19, 1926

STATE OF _____ County of _____ FOR VALUE RECEIVED hereby releases the within described real estate from the lien of a certain mortgage given by the Tryon Development Company to...

dated the _____ day of _____, 1926, and recorded in the office of the Register of Meane Conveyance for Greenville County in Mortgage Book _____ at Page _____

Witness my hand and seal, this _____ day of _____, 1926 Signed, Sealed and Delivered in the Presence of: _____ (SEAL.)

STATE OF _____ County of _____ PERSONALLY appeared _____ and made oath that he saw the above named _____ sign, seal, and as his act and deed, deliver the foregoing release, and that he, with _____ witnessed the execution thereof.

Sworn to before me, this _____ day of _____, 1926 Notary Public _____ (L. S.)

Recorded June 1st 1926 at 1:00 o'clock P. M.

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...

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 Hayes Bus Lines, Incorporated their successors, 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 Hayes Bus Lines, Incorporated their successors, heirs and assigns, against itself and its successors and all persons lawfully claiming, or to claim the same, or any part thereof.

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, 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 desirable 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 the grantor herein, or its successors; that the buildings on said land shall be erected on or within the building line, or the house location, as the case may be, as shown and indicated on the plat herinabove referred to, and in strict accord with the plans and specifications so required to be submitted and approved, and shall face or front on the street or road on which the lot herewith conveyed is shown to front by the plat aforesaid.

FIFTH: That not more than one residence shall be erected on each lot or parcel as shown by said plat, PROVIDED, HOWEVER, that in addition to one residence, there may be erected a garage and servant's quarters, (the plans for which are to be first approved at hereinabove provided) in keeping with the premises, and residence built thereon, of slightly appearance and appropriate location, within the building line and not nearer than five feet to any side or back line of any adjoining lot not owned by the owner of the land 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 site 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, 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.

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EIGHTH: That no surface closet or other unsanitary device for the disposal of sewage shall ever be installed or maintained on the lot herewith conveyed, unless the grantor herein agreeing 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 sewage, 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 28 day of May in the year of our Lord one thousand nine hundred and twenty-six and in the one hundred and fiftieth year of the Independence of the United States of America.

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Recorded June 1st 1926 at 1:00 o'clock P. M.



END OF