

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA,

County of Greenville.

KNOW ALL MEN BY THESE PRESENTS, That Richards Realty Company

a corporation chartered under the laws of the State of South Carolina and having its principal place of business at Greenville in the State of South Carolina for and in consideration of the sum of Three Hundred (\$300.00) DOLLARS.

to it in hand duly paid at and before the sealing and delivery of these presents by the grantee(s) hereinafter named (the receipt whereof is hereby acknowledged) has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto

Richard C. Burnett, His heirs and assigns:-

All that lot, piece or parcel of land in the County of Greenville, State of South Carolina, known and designated as Lot No. 1037 of Plat #3 of the property of the Tryon Development Company, known as Lake Lanier made by George Kershaw, C. E. and duly recorded in the office of the R. M. C. Office for Greenville County in Plat Book G at page 35, said lot having a frontage of 40.8 feet, a rear width of 79.5 feet and a depth of 115 feet on one line and 160 feet on the other line as will more fully appear from said plat, reference being hereby made to the record thereof for a more particular description of the lot herewith conveyed.

This being the same property conveyed to the grantor herein by deed of M. L. Ashmore, Delinquent Tax Collector and recorded in the R. M. C. Office for Greenville County in Volume 201 at page 32.

Together with the right of enjoyment of priveleges and facilities afforded by Lake Lanier, an artificial body of water, for lawful aquatic sports, boating, bathing, swimming and fishing; In granting boating privileges the grantor specifically reserves the right to limit the size or to prohibit entirely the use of any and all motors, as determined by horsepower rating, to be used on power boats; 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 place or 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 license the pollution of 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 or property owner or any other person for any damage or injury sustained in the exercise of the said privileges and facilities, or by reason hereof.

This conveyance is made subject to the following conditions, restrictions and covenants running with the land, for a violation of the first and second of which the title shall immediately revert to the grantor, its successors and 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 grantee hereby agrees not to place a motor boat on the waters of Lake Lanier without first acquiring written authority from Richards Realty Co. giving grantee permission to do so. Same written authority to state the size of motor to be used on said boat.

THIRD: That the property hereby conveyed is to be used for residential purposes only for a period of twenty-one years after January 1, 1943; 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 the grantor, in promoting said development, the right to do so being hereby expressly reserved by the grantor.