

## TITLE TO REAL ESTATE

WHEREAS, the Richards Realty Company owns a certain tract of land in State and County aforesaid, divided into lots, surrounding and including the lake, known as Lake Lanier, and

Whereas, the Grantor and the Grantee desire for the benefit of their own property, and for the benefit of future purchasers and owners of the land shown within lines of the Plat hereinafter referred to, that the same shall be developed and for a time hereafter used exclusively for residential purposes with certain exceptions and subject to certain reservations, conditions, and restrictions hereinafter set forth.

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 ~~XX~~  
County and State aforesaid ~~XXXXXXXXXX~~ for and in consideration of  
 the sum of Ten (\$10.00) other valuable considerations DOLLARS.

to it in hand duly paid at and before the sealing and delivery of these presents by the grantee ~~(X)~~ 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 Milton Switzer

All that parcel and lot of land in Glassy Mountain Township, Greenville County, South Carolina and designated as Lots 1039 and 1041 as shown on a Map made by George Kershaw, C. E. of the property of Tryon Development Company and recorded in the Office of Register of Mesne Conveyance in and for Greenville County in Plat Book "G", at page 35, of Jervey Section, lot 1039 having a frontage of 39.8 feet, a rear width of 83 feet, and a depth of 160 feet and 160 feet on the two side lines, as will appear on the plat referred to, which is hereby made a part of the description of the lot hereby conveyed.

Said lot 1041 having a frontage on the road of 39.9 feet, a rear width on the Lake of 83 feet; and a depth of 160 feet on both sides, as will appear on the map referred to, which is made a part of the description of the lot hereby conveyed.

TOGETHER with all and singular rights, members, hereditaments and appurtenances to the said premises belonging, or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Milton Switzer, his heirs and assigns.

And the said Richards Realty Company does hereby bind itself, and its successors to warrant and forever defend all and singular the said premises unto Milton Switzer, his heirs and assigns, against itself and its successors, and all other 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, or any part thereof, is not to be sold, rented, leased, or otherwise disposed of to any person of African descent.

SECOND: That the property hereby conveyed is to be used for residential purposes only, for a period of twenty one years from July 1st, 1941; but this shall not be taken to prevent the grantor from designating certain lots for business purposes, or for other purposes desirable in the opinion of the grantor, in promoting the general good of the property.

THIRD. That no use shall be made of any lot which will, in the opinion of the grantor, cause a nuisance or be in any way objectionable or offensive to the neighboring inhabitants, or injure the value of the neighboring lots.

FOURTH. That no dwelling house shall be on these described lots to cost less than three thousand dollars; that no building of any kind shall be built on them until the plans and specifications for same have been submitted in writing to, and approved by the grantor.

FIFTH. That not more than one residence shall be erected on any one lot as shown by the plat; provided however, that there may be erected, boathouse, garage or servants quarters; no building to be placed nearer than five feet from any outside line, except where the adjacent lot is owned by the same party.

SIXTH. That the parties hereto, their successors, heirs or assigns, will not, within the term of twenty one years from July 1st, 1941, subdivide, sell or convey, any part of the within described property, other than a whole lot.

SEVENTH. That the grantor herein reserves the right to lay, erect and maintain, either directly or by its agents, water pipes, power or telephone lines, pipe lines or poles, or other public utility, on any of the roadways, streets or alleys bordering said property, and to grade and repair said roads or alleys, without compensation to any low owner for damages sustained thereby.

EIGHTH. That no surface closet or other unsanitary device for the disposal of waste or sewerage, shall ever be installed or maintained on the property hereby conveyed; that no