

## TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA )  
 : TITLE OF REAL ESTATE.  
 COUNTY OF GREENVILLE )

Know all Men by these Presents, That the Lanier Realty Company, a Corporation, duly organized and chartered under and by virtue of the laws of the State of South Carolina, in consideration of the covenants herein and of the sum of Twelve Hundred Fifty and No/100 (\$1,250.00) Dollars to it in hand paid by Thomas M. Bailey has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, (subject, nevertheless, to the exceptions, reservations, conditions and restrictions hereinafter set out), unto the said Thomas M. Bailey, his heirs and assigns forever,

All that lot, piece or parcel of land in the County of Greenville, State of South Carolina, known and designated as Lots Numbers 75 and 76 of Holmes-Hill Section 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 Register of Mesne Conveyance for Greenville County, in Plat Book Number "G", Page 41, said lots having a frontage of 84.5 feet, a rear width of 115 feet, and depth of 125 feet on one line and 130 feet on the other, as will more fully appear from the said plat, reference being hereby made to the record thereof for a more particular description of the lot herewith conveyed.

Also, the right, privilege and easement to construct a boathouse upon a lot 20 feet wide located across Lake Shore Drive from the above numbered lots, the exact location to be determined by the grantor. PROVIDED, however, this easement shall not become effective until the plans and specifications for boathouse are submitted to and approved by grantor.

TOGETHER with the right of enjoyment of privileges and facilities afforded by Lake Lanier for lawful aquatic sports, boating, bathing, swimming and fishing, subject, however, to all rules and regulations prescribed or promulgated by the grantor, or its successors, from time to time; but nothing herein contained shall permit or privilege a nuisance or license the pollution of said Lake, its inlets, outlets, or beaches, not authorize any unlawful, offensive, or boisterous conduct, or the use of 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 owner, or other person, for any damage or injury sustained in the exercise of said privileges or facilities, or by reason hereof.

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 Thomas M. Bailey, his heirs and assigns.

And the said Lanier Realty Company does hereby bind itself and its successors to warrant and forever defend all and singular the said premises unto the said Thomas M. Bailey, his 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, 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 after December 1, 1946, 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 Two Thousand (2000.00) Dollars; that no residence, garage or other outbuilding whatsoever shall be erected on said lot, until and unless the plans and specifications thereto have been submitted to and approved in writing by the grantor herein, or its successors. That no building of any kind shall be erected upon said lot nearer than five feet to either side line or rear line of said lot.

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 as hereinabove provided) in keeping with the premises, and residence built thereon, of slight appearance and appropriate location, 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.