

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.....

R.A. Crawford, his

Heirs and Assigns, forever.

And the said CAROLINA MOUNTAINS, INC., does hereby bind itself and its successors to warrant and forever defend, all and singular, the said Premises, unto the said R.A. Crawford, 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 and restrictions, for a violation of the first of which the title shall immediately revert to the grantor or its successors, except as against lien creditors, and for a violation of the other conditions and restrictions the grantor shall have the right of re-entry, abatement suit and injunction, without liability for damages, to wit:

FIRST—That the property conveyed herein shall not be sold, rented, leased or occupied by persons of negro blood, or to any corporation owned or controlled by persons of negro blood. This provision shall not apply to domestic servants who may reside on the property of the purchaser.

SECOND—That no use shall be made of any lot which will constitute a nuisance, or injure the value of neighboring property.

THIRD—That the property hereby conveyed shall be improved and used for residential purposes only, and shall be used for one residence only, and no flat, apartment house, hotel, duplex house or business house shall be erected thereon.

FOURTH—That no residence shall be erected on Lot Five, in Block "C", costing less than Twenty Five Hundred and 00/100 Dollars, nor shall any residence or other buildings be erected or lot laid out until after the plans for the buildings and arrangements of grounds shall have been approved by the Vendor.

FIFTH—That no house or other structure shall be built on said lot nearer the front property line or street upon which it will face than the building line shown on said plat, nor nearer the side line of said lot than ten feet, nor nearer the rear line than five feet, except where rear building line is shown on said plat, and in that case no nearer than said line. This shall not be construed to include pergolas, arbors and open garden structures erected for ornamental purposes, but shall apply to service premises, and by service premises is meant any area used for wood yard, laundry yard or kitchen garden, and any areas enclosed for the keeping of poultry or stock.

SIXTH—That no re-subdivision of any part of the above described property, by sale or otherwise, shall be made to reduce more than ten (10%) per cent., in distance or area, from the lot as originally subdivided.

SEVENTH—That no signs, bill boards, or advertising boards or structures shall be placed on the lands included in the above described lot, except upon written permission of the vendor, its successors and assigns.

EIGHTH—That the Vendor reserves the right to locate, construct, erect and maintain in the areas indicated on the plat as "easements," sewer and water pipe lines, conduits, poles and wires for public utilities, and in the absence of stated "easements" on the plat, shall have and is hereby given a right of way through the property hereby conveyed for sewer and water pipe lines, pole lines and conduits in connection with supplying utilities, light, power and telephone service, and also reserves the right of access at all times to such sewer and water pipe lines, conduits, poles and wires for the purpose of repairs and maintenance.

NINTH—That no surface closet or other unsanitary device for the purpose of disposal of sewerage shall be installed or maintained on the property hereby conveyed, the Vendor herein agreeing that upon the written request of the owner of the said property, made at any time within ten years after the date of the execution of deed, the Vendor will install on the property herein conveyed, or on convenient adjacent property, a septic tank or other sanitary device for the disposal of sewerage, and said owner shall have the right to connect to and use the same; provided, however, in such event the Vendor is to have the right, without reimbursement to the owner of the said property, 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.

TENTH—The Vendor, its successors or assigns, shall have the right to change, alter or close up any street, avenue, road, drive or trail shown upon said map not adjacent to the lot described above, and not necessary to the full enjoyment by the Purchaser of the above described property, and shall retain the right and title to, and control of all streets, avenues, roads, drives or trails, subject only to the right of the Purchaser for the purpose of ingress and egress necessary to the full enjoyment of the above described property.

ELEVENTH—All of the building restrictions as above set forth shall be binding upon the owners of any part of this land and their respective heirs, successors and assigns, for a period of twenty-five (25) years from May 1st, 1926, and shall be continued automatically thereon for periods of twenty (20) years unless prior to the expiration of the first twenty-five (25) year period or any subsequent twenty (20) year period, the owners of a majority of the net acreage of the land hereby restricted, exclusive of the streets and parks, shall execute and acknowledge an agreement or agreements in writing, releasing the land from any or all of the above restric-