

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 purpose of their own property, and for the benefit of future purchasers and owners of the land shown within the lines of the map...

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...

Do hereby sell and convey unto the said [Name] all that certain lot or lots of land...

as follows, to wit: [Description of lot]

TO HAVE AND TO HOLD, All and singular the premises before mentioned unto the said [Name] 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 [Name] heirs and assigns...

This conveyance is made subject to the following conditions, restrictions and covenants running with the land...

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 April 1, 1925...

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...

FOURTH: That no dwelling house shall be built on the above described lot to cost less than [Amount] 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 in writing by the grantor herein...

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 servants' quarters, (the plans for which are to be first approved as hereinabove provided) in keeping with the premises, and residence built thereon, of slightly appearance and to be described as follows: [Description]

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, telegraph, telephone and electric light poles, and any other such public utilities, on or in any of the roadways, streets or alleys bordering said property, with connecting links 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.

EIGHTH: That no surface closet or other unsanitary device for the disposal of sewerage shall ever be installed or maintained on the lot herewith conveyed, and that the grantor herein agrees 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 sewerage, 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 [Date] day of [Month], 19[Year].

Twenty-five 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: [Signatures]

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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 [Name] 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 [Name] heirs and assigns...

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 April 1, 1925...

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...

FOURTH: That no dwelling house shall be built on the above described lot to cost less than [Amount] 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 in writing by the grantor herein...

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TOGETHER with the right of enjoyment of privileges and facilities afforded by Lake Lanier, an artificial water, as projected on said plat, for boating, sports, 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 to be subject to approval of grantor; but nothing herein contained shall privilege a nuisance or license the pollution of the said Lake, its banks, outlet, 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 owner or any other person for any damage or injury sustained in the exercise of the said privileges and facilities, or by reason hereof.

