

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

AGREEMENT AS TO RESTRICTIONS
AND CONDITIONS.

WHEREAS, The Etowah Realty Corporation by its deed dated September 30, 1926, recorded in the office of the R. M. C. for Greenville County in Deed Book 132, page 17, conveyed to J. W. Southerland all that certain lot of land situate on the East side of Paris Mountain Road at the intersection of said Paris Mountain Road and Orlando Avenue, being known and designated as Lot No. 4 of Paris Piney Park as shown on plat thereof recorded in the R. M. C. Office for Greenville County in Plat Book H, at page 19; and

WHEREAS, said property was subsequently conveyed by the said J. W. Southerland to E. A. Penoyer on January 15, 1929, by deed recorded in the Office of the R. M. C. for Greenville County in Deed Book 127, at page 299; and

WHEREAS, said property was subsequently conveyed by E. A. Penoyer to Marsmen, Inc., by deed dated March 29, 1931, recorded in the Office of the R. M. C. for Greenville County in Deed Book 175 at page 496; and

Whereas, the following conditions were imposed on said property in the deeds hereinabove referred to;

(1) No lot in this subdivision shall be sold, leased or rented in any manner directly, or indirectly, by any title, either legal or equitable to any person, not of the Caucasian race, nor to any corporation of which any stockholder shall be other than of the Caucasian Race.

(2) The owner of any lot in this subdivision shall provide for the disposal of sewerage from said lot by means of septic tanks of an approved type (where city sewerage is not accessible) and no outside toilets shall be built.

(3) An easement is and shall be reserved to use a strip of land for the purpose of installing and maintaining telephone and electric lines, water and gas pipes.

(4) No nuisance shall be permitted to be maintained on any lot in this subdivision.

and

WHEREAS, said property was subsequently conveyed by Marsmen, Inc. to Suburban Development Company by deed dated August 4, 1939, recorded in the Office of the R. M. C. for Greenville County in Deed Book 213, at page 99, no reference being made in said deed to said building conditions and restrictions; and

WHEREAS, said property was subsequently conveyed by Suburban Development Company to J. A. Robertson by deed dated August 3, 1940, and recorded in the Office of the R. M. C. for Greenville County in Deed Book 116 at page 588; and

WHEREAS, IT was stipulated in the deeds in which said conditions and restrictions were inserted that said restrictions hereinabove set forth were covenants running with the land and that in the event of violation of any of them the said property conveyed shall revert to the immediate grantor; and

WHEREAS, IT was not intended by said conditions and restrictions to create a conditional limitation, the violation of which would operate as a forfeiture or reversion of the title to said property, but it was intended to create building restrictions for the benefit of all persons who purchased lots in said subdivision, which building restrictions could be enforced by the owner or owners of any lot or lots located on said plat above referred to; and

WHEREAS, the present owner of said property, J. A. Robertson, has entered into a contract for the sale of said lot and the improvements thereon to Shepard Saltzman for the sum of Thirty-five Hundred and 00/100 (\$3500.00) Dollars; and

WHEREAS, the said Shepard Saltzman will not accept title to the said property and improvements unless the conditions hereinabove referred to are released;

NOW, THEREFORE, in consideration of the premises and the further sum of One (\$1.00) Dollar paid to The Etowah Realty Corporation, 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, J. W. Southerland, E. A. Penoyer, Marsmen, Inc., 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, and Suburban Development 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, by J. A. Robertson, the receipt whereof is hereby acknowledged, the said The Etowah Realty Corporation, J. W. Southerland, E. A. Penoyer, Marsmen, Inc. and Suburban Development Company do hereby agree with the said J. A. Robertson as follows:

(1) That they did not intend by the deed above mentioned to create a conditional limitation upon the title to said premises, nor was it intended that the violation of the conditions would work a forfeiture of the property, and said conditions are hereby expressly declared to be by way of building restrictions and are for the benefit of all persons who now own and who may hereafter purchase any lot located on the said plat above mentioned, and said restrictions may be

For Deed in connection with this instrument see Deed Book 256, page 222.