James C. andLuona B. Goodwin to Trustees of Simpsonville First Free Will Baptist Church Contract for Deed Page Two

- 3. The minimum floor area of any dwelling, exclusive of open porches and garages, located on any tract affected by these restrictions shall not be less than 1,000 square feet of heated floor space. However, a mobile home may have less than 1,000 square feet of heated floor space but must comply with the above restriction No. 2 as to required underpinning.
- 4. No noxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done thereon which may be, or become, any annoyance or nuisance to the neighborhood.
- 5. No house, building or mobile home shall be built or placed within fifty (50) feet of any road or streei.
- 6. No inoperative motor vehicle or tractor of any type shall be parked or left standing on any tract for longer than thirty (30) days; however, it shall be permitted if any such vehicle is enclosed in a building.
- 7. If for any reason the Church decides to sell this property, the Sellers (James C. and Luona B. Goodwin) will have first offer of refusal to purchase at the same price sold to the Church.
- 8. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

All payments are to be made payable to James C. and Luona B. Goodwin, Post Office Box 512, Simpsonville, South Carolina. 29681

The Buyers further agree to pay prorated taxes on the real estate in question for the current year by the first day of December of the current year. Thereafter, the Buyers agree to pay all real estate taxes thereon by December 15th of each year.

Upon full payment of said purchase price of said property and interest thereon as the same becomes due and payable, the Sellers covenant to convey the said property or cause the same to be conveyed to the Buyers or his Assigns, by deed with general warranty, free and clear of all liens and encumbrances, save and except taxes not now due and payable and subject to the reservations and conditions set forth herein and on said plat.

The Buyers agree to pay the said purchase price of said property in the manner and at the time above set forth, time being declared of the essence of this contract, and in the event of fifteen (15) days default by the Buyers in making any of the payments herein provided for, then, at the option of the Sellers, all rights and interests of the Buyers under this Agreement may thereupon be declared terminated by the Sellers, and in such event all money paid by

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