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, nor 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 and singular, the premises before mentioned unto the said

H. N. and Frances G. Spears

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

H. N. and Frances G. Spears, their 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

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