

State of South Carolina,
County of Greenville.

Whereas, by deed bearing date ____ (Oct.28), 1911, and recorded in the office of the Register of Mesne Conveyances for said County, Colonia Company conveyed to L. O. Patterson a lot of land on the north-west side of Clarendon Avenue, about 3 miles N. W. of Greenville Court House, in said County and state, containing 11.35 acres, more or less, "upon the following conditions, to-wit: First, that said property shall be used for residence purposes for white persons only (this not to apply to servants); Second, that no residence shall be erected on this lot or any subdivision thereof to cost less than three thousand, five hundred dollars (\$3,500) and that there shall be built a residence on said lot within twelve months from this date; Third, that the purchaser of said lot and his heirs, executors and administrators and assigns shall be amenable to such reasonable sanitary rules and regulations as may be agreed upon by a majority of the holders of property purchased from Colonia Company. The foregoing stipulations and conditions are material and have affected the purchase price of the land hereby conveyed; they are therefore to be construed as conditions subsequent;" said deed being recorded in said office in Book 16, page 227; and

Whereas the words "conditions subsequent" were inadvertently and mistakenly used, without consideration of the cloud thereby being placed upon the title to said land, and the embarrassment they would inevitably cause to its owner by their presence in said deed; and it is now desired to remove said cloud upon said title;

Now, therefore, know all men by these presents that Colonia Company, a corporation duly chartered under and by virtue of the laws of said state, and having its principal place of business at Greenville, in said County and state, does hereby declare unto all whom it may concern that it was not intended by the said deed to create a conditional limitation upon the said title, nor was it intended that the violation of the conditions or any of them should work a forfeiture of the said property; but said conditions are hereby expressly declared to be by way of or in the nature of building restrictions, and are for the benefit of all persons who now own and who may hereafter purchase any of the Colonia Company property.

In witness whereof the said Colonia Company has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed by its president and secretary, H. Y. Thackston (who is fully authorized under the by-laws of said corporation to execute this instrument), on this the 27 day of July, A. D. 1937.

Signed, sealed and delivered
in the presence of:
Mary Lathem
B. A. Morgan.

Colonia Company (Corporate Seal)
BY: H. Y. Thackston
President and Secretary



State of South Carolina,
County of Greenville.

Personally appeared before me Mary Lathem and made oath that she saw the within named Colonia Company, a corporation by H. Y. Thackston, its president and secretary) sign, seal with its corporate seal and as the act and deed of said corporation deliver the foregoing written instrument, and that she with B. A. Morgan witnessed the execution thereof.

Sworn to before me, this 27 day of July, A. D. 1937

B. A. Morgan (L. S.)

Mary Lathem.

Notary Public for South Carolina.

No Stamps

Recorded this the 13th day of September, 1937 at 3:50 P. M. #11398