

Shall Privilege a nuisance or license the Pollution of the said Lake, its inlets, outlets, 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.

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 John T. Wilkins, of Henderson County, N.C. his heirs and assigns.

and the said Mr. Fred and wife Rachel Fred do hereby bind themselves and its successors to warrant and forever defend all and singular the said Premises unto the said John T. Wilkins, his heirs and assigns, against themselves 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 April 1, 1925; but this shall not be taken to prevent the grantor herein from designation 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 to cost less than Three thousand dollars, that no residence, garage, or other building,

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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, or its successors; that the buildings on said land shall be erected on or within the building line, or the house location as the case may be, as shown and indicated on the Plat hereinabove referred to, and in strict accord with the Plans and specifications so required to be submitted and approved, and shall face or front on the street or road on which the lot herewith conveyed is shown to front by the Plat aforesaid.

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 (that Plans for which are to be first approved as hereinabove Provided) in keeping with the Premises, and residence built thereon, of sightly appearance and appropriate location, within the building line and not nearer than five feet to any side or back line of any adjoining lot not owned by the owner of the land hereinabove described.

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 (that 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 size 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 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.

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