

The premises above described are hereby conveyed subject to the conditions, restrictions, and limitations hereinafter set forth, which shall be considered as covenants running with the land, which the Grantee, his heirs and assigns, covenant and agree in the event the premises are sold or otherwise disposed of, will be inserted in the conveyance or other instrument disposing of the premises, namely:

FIRST: That with respect to the exterior of the buildings located on said premises no alterations, no physical or structural change and no change in the color or surfacing shall be made or changed or altered without the written approval of Historic Charleston Foundation, which approval shall be evidenced by a consent thereto duly executed by the Foundation under its Corporate seal and signed by its duly authorized officers, nor shall any additional structure be constructed or permitted to be built upon the premises unless the plans and exterior design for such structure have likewise been consented to in writing by Historic Charleston Foundation.

SECOND: In the event of a violation of the above restrictions, Historic Charleston Foundation may institute a suit to enjoin such violation or for damages by reason of any breach thereof.

THIRD: The grantee agrees that before he accepts any offer to sell the property he will advise Historic Charleston Foundation by registered mail return receipt requested, of his intention to accept the said offer, giving the name and address of the purchaser and Historic Charleston Foundation shall have ninety-six (96) hours after receipt of registered letter to match the offer and the Grantee agrees not to sell the property unless he gives Historic Charleston Foundation the opportunity to purchase same on the same terms and conditions as set out in the offer within the ninety-six (96) hours as aforesaid.

FOURTH: The above restrictions numbered (1) through (3) shall be binding on the parties hereto, their heirs, successors and assigns, for a period of seventy-five (75) years from the date hereof; but Historic Charleston Foundation reserves the right to change the same with the consent of the grantee, his heirs and assigns.

*Amalie Stone Walker*