

said property to same so as to increase the size of these 4 lots, 17, 18, 19 and 20 giving them a greater depth and, therefore, changing the conditions which were present at the time the original restrictive covenant was put on said property, to-wit: the condition that one of the lot's was only 44 feet deep and as a result thereof was not suitable as a building lot by itself.

It appears, and I so find, that there has been a change of condition in that depth of lots 17, 18, 19 and 20 have been materially increased so as to permit construction of a separate dwelling on each of said 4 lots.

It appears from the testimony of Mr. Brown that he is in jeopardy in connection with his investment by virtue of the fact that the mortgagee to whom he has applied and received a loan will not accept said loan due to the fact that the construction of a single house on single lot no. 18 constitutes a violation of section 8 of said restrictive covenants and that by virtue of said fact he stands to suffer great loss and injury should said restrictive covenants be held valid.

It appears by the testimony of Claude Hale, a local realtor, that the construction of a separate house on said 4 separate lots now that same have been increased in depth, will in no way or wise affect the defendants nor will it depreciate or devalue their property or will they suffer any damage by virtue thereof.

There was offered into evidence a release of the restrictions as to Pine Brook Extension signed and executed by each of the property holders except for the defendants herein, wherein in said agreement they did release lots nos. 17, 18, 19 and 20 from all force and effect of said restrictive covenant no. 8 as above set forth and did consent to said restrictive covenant becoming null and void.

Now, on motion of Younts & Spence, attorneys for the plaintiffs,