

that the remaining hereinabove described property of said James Clay Williamson, Jr., and the present property hereinabove described of said Charles S. Major, Jr., will both be enhanced aesthetically and their value increased by the increase in size of the existing lots to their mutual benefit and the benefit of the entire subdivision; provided that said deed of said strip of Lot No. 5 will not be in violation of restrictive covenant No. 3 hereinbelow referred to against cutting or changing any lot into a smaller lot and provided further that the conveyance of said 46.5 foot strip will not prevent the undersigned James Clay Williamson, Jr., from conveying the remainder of Lot No. 5 now owned by him subject to said restrictive covenants but not in violation thereof; and

WHEREAS, said restrictive covenants hereinabove referred to recorded in Deed Book 558 at Page 155 provide as follows:

"3. No lot shall be cut or changed into a smaller lot, but one or more lots may be combined into one lot;" and

WHEREAS, the proposed arrangement between James Clay Williamson, Jr., and Charles S. Major, Jr., would not result in the division of an existing lot into "smaller lots", but, on the contrary, this arrangement would combine three existing lots to make two larger and more attractive lots;

NOW, THEREFORE, the undersigned, being all of the property owners in said subdivision; hereby agree as follows:

(1) That insofar as the rights of said parties under the restrictive covenants recorded in Deed Book 558 at Page 155 are concerned, the undersigned James Clay Williamson, Jr., shall be permitted to deed to the undersigned Charles S. Major, Jr., a 46.5 foot strip off the west side of Lot No. 5 now owned by him and that said deed of said strip will not be in violation of restrictive covenant No. 3 hereinabove referred to against cutting or changing any lot into a smaller lot and that the conveyance of said 46.5 foot strip will not prevent the said James Clay Williamson, Jr., from conveying the remainder of Lot No. 5 together with Lot No. 6 now owned by him subject to said restrictive covenants but not in violation thereof.

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