

STATE OF PENNSYLVANIA)
COUNTY OF LOCHAWANNA)

FILED
GREENVILLE S.C.
JUL 11 12 24 PM '80
DONN W. WILKINS
SHERSLEY

BOOK 1129 PAGE 35

WHEREAS, Minor Herndon Mickel and Minor Mickel Shaw, by deeds dated May 13, 1977, and May 25, 1977, respectively, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1056 at page 591, and in Deed Book 1057 at page 580, respectively, purchased Lot No. 11 of Boxwood Manor, situate, lying and being on Hemlock Drive in the City of Greenville, County of Greenville, State of South Carolina, and being shown on a plat recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book BB at page 85; and

WHEREAS, on said plat and under the Protective Covenants applicable to said lot, recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 468 at page 183, the front setback line is 75 feet and that the owners of Lot No. 11 now desire to construct a single family dwelling on said lot, and have determined, upon the advice of their architect, that the lot can best be utilized for residential purpose with a setback line of approximately 50 feet; and

WHEREAS, a modification of the setback line to 50 feet on Lot No. 11 will have no adverse affect on the adjacent lots, since Lot No. 12 has a 40 foot front setback line and Lot No. 10 has a 25 foot side line; and

NOW, THEREFORE, we the undersigned, in consideration of the sum of One and No/100 (\$1.00) Dollar, each to the other in hand paid, the receipt and sufficiently of which is hereby acknowledged, do hereby agree and understand as follows:

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1. The undersigned, as owners of record of all the lots (except Lot No. 11) in Boxwood Manor, situate, lying and being on Hemlock Drive in the City of Greenville, County of Greenville, State of South Carolina, and being shown on a plat recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book BB at page 85, do hereby consent to the modification of the front setback line for Lot No. 11 as shown on said plat, from 75 feet to 50 feet.

2. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs and assigns.

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