STATE OF SOUTH CAROLINA JUL 22 12 17 1663 AGREEMENT COUNTY OF GREENVILLE)

THIS AGREEMENT, made and entered into this ______ day of January, 1963, by and between Glenn H. Henderson, Hugh K. Aiken, Jr., Clariene H. Aiken, William J. Goldsmith, Mary A. Goldsmith, James Clay Williamson, Jr., E. Calhoun Haskell, Jr., James R. Laurence, Mary J. Laurance, (Miss) Brooks Sloan, Arthur Magill, Greenville Country Club and Elizabeth G. McCall,

WITNESSETH:

WHEREAS, Greenville Country Club and Elizabeth G. McCall, by restrictive covenants recorded in the office of the R.M.C. for Greenville County in Deed Book 558 at page 155, placed certain restrictions on property jointly owned by said parties as fully shown by plat recorded in the office of the R.M.C. for Greenville County in Plat Book KK at page 67, to which reference was made in said restrictive covenants; and

WHEREAS, the undersigned Miss Brooks Sloan is the fee simple owner of Lot No. 9 of said subdivision as will more fully appear by reference to deed from Mildred J. Morris to Miss Brooks Sloan dated May 7, 1962, and recorded in the office of the R.M.C. for Greenville County in Deed Book 697 at page 526; and

WHEREAS, the undersigned Arthur Magill is the fee simple owner of Lot No. 10 of said subdivision as will more fully appear by reference to deed from Mildred J. Morris to Arthur Magill dated May 7, 1962, and recorded in the office of the R.M.C. for Greenville County in Deed Book 697 at page 523; and

WHEREAS, the undersigned Miss Brooks Sloan has commenced the construction and substantially completed a dwelling house on said Lot No. 9 and since the commencement of said construction, it has been discovered that said building is located within 10 feet of the side lot line dividing Lots Nos. 9 and 10; and

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

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