

purposes on Lots 11 and 12.

NOW, THEREFORE, in consideration of the premises and the mutual benefits accruing to each of said parties and the sum of One Dollar each to the other paid, the said parties of the first part, as owners of Lots 11 and 12, and the said party of the second part, as owner of Lot No. 13, covenant and agree as follows:

1. The provision contained in the agreement dated May 23, 1938, and recorded in Deed Book 272 at Page 279, which fixes the building line at 35 feet from the Southwestern line of Lot 13, shall be amended and changed so that the owner of Lot No. 13 shall have the right to build within three feet of the property line up to a point 55 feet from the right of way of U. S. Highway 29, the

last established building line. *Providing that should a dry cleaning plant be placed on lot 12 or 13, the plant exclusive of office, shall not be nearer the dividing line between said lots than 10 feet.*

2. The provision as to Lots 11 and 12 fixing the building line at 75 feet from the right of way line of said Highway shall be amended and changed so that the owners of Lots 11 and 12 may build up to 55 feet of said right of way line.

3. The provision contained in the deeds conveying Lots 11 and 12, which restricts the use of the same to residential purposes, shall be eliminated so that such lots may be used in the discretion of the owner for business purposes also.

4. It is expressly agreed and understood that the following restrictions shall be in force as to Lots 11, 12 & 13:

(a) None of the lots above mentioned shall be sold, leased or conveyed to persons of African descent.

(b) Said property shall not be used for any purpose which would constitute a nuisance.

All other restrictions set out in the several deeds and in the agreement recorded in Book 272 at Page 279 are released and waived.

WITNESS our hands and seals this 29th day of March

1948.