

of buildings and perform such other duties as called for under the Restrictive Covenants affecting Canebrake Subdivision.

(2) The developer, College Properties, Inc., of Canebrake Subdivision agree that developers' lots shall be liable for all assessments made by the Homeowners Association known as Canebrake Homes Association, Inc. It agrees to waive its exemption allowed under the Restrictive Covenants.

It further agrees that the initial assessment of \$3.00 per month or \$36.00 per year shall not begin before the first day of January, 1979.

(3) The developer further agrees to waive that portion of the restrictions found in Deed Volume 1026 at Page 597 that provides in paragraph 6 that the annual assessment or charge shall be a covenant running with the land and be binding upon various grantees. The developer hereby agrees that said assessment or charge shall be the personal obligation of the property owner when the charge was made and shall not pass to the successor in title unless expressly assumed by said grantee.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 12th day of April, 1978.

IN THE PRESENCE OF:

Dianne R. Rumsey
Melba G. Kidd

JAMES W. VAUGHN (SEAL)
J. A. BOLEN (SEAL)
NED ARNDT (SEAL)
NED ARNDT
COLLEGE PROPERTIES, INC.
BY: Ned Arndt (SEAL)
AND: Melba Kidd (SEAL)

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me Dianne R. Rumsey
and made oath that (s)he saw the within named, James W. Vaughn, J. A. Bolen and Ned R. Arndt, sign, seal and as their act and deed deliver the within written Waiver Affecting Restrictions in Canebrake Subdivision, and that (s)he with Melba G. Kidd witnessed the execution thereof.

Dianne R. Rumsey

SWORN to before me this the 12th day of April, 1978.

Melba G. Kidd (SEAL)
Notary Public for South Carolina

My Commission Expires: 2-9-88

31017

RECORDED APR 20 1978 At 12:05 P.M.

0424

4328 RV-2