STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROTECTIVE COVENANTS APPLICABLE TO NORTHWOOD HILLS SUBDIVISION, FIRST SECTOR, A SUBDIVISION NEAR THE CITY OF GREENVILLE, AS SHOWN BY PLAT DATED DECEMBER 1959 AND RECORDED IN PLAT BOOK RR, PAGE 15, IN THE RMC.

Whereas, by deed dated April 6, 1959, and recorded in the RMC Office in Deed Book 620, Page 519, Colonial Mortgage and Realty Co., a corporation organized under the laws of the State of South Carolina, with its principal place of business in Greenville County, S.C. is the owner of a certain tract of land as shown on a plat of Northwood Hills Subdivision, First Sector, prepared by Piedmont Engineering Service dated December 1959, said tract having been surveyed and subdivided as a single subdivision, and

Whereas, said purchases propose to develop the said property and maintain therein a general uniform scheme of quality construction, appearance, and alignment of improvements to be built upon said property.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Colonial Mortgage & Realty Company, a corporation, does by these presents impose the following covenants and restrictions and affirmative covenants upon the sale, transfer or use of the property therein after referred to Section 1, Paragraph 1, of these covenants, which shall be binding upon the Colonial Mortgage & Realty Co., its successors and assigns, purchasers or transferees until January 1, 1990, at which time these covenants shall be automatically extended for successive periods, of ten (10) years each, unless by a vote of the majority of the then owners of the lots affected, it is agreed to change the covenants in whole or in part.

I. Area Of Application.

1. These covenants in their entirety shall apply to the following property:

"All that tract lying on the western side of Old Buncombe Road as shown in a plat of Northwood Hills Subdivision, First sector, prepared by Piedmont Engineering Service dated December 1959."

2. These covenants may also be adopted as amended or altered to apply to any other sector of Northwood Hills Subdivision to any other property to which the developer or other persons with consent of the developer shall be subsequent written instrument elect to apply said covenants.

II. Land Use And Building Type.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family, dwelling, not to exceed one story in height, which are clearly incidental to residential use of the premises.

2. No structure of temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

3. No house trailer shall be placed on any lot, either temporarily or permanently, and no trucks over three-quarters of a ton may be parked on any streets or lots overnight.

4. No noxious or offensive actively shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance, nuisance or menace to the neighborhood.

5. No business, trade or commercial activity of any kind shall be conducted in any building or any portion of any lot, block or building site.

6. All fuel oil tanks or containers shall be buried underground, or enclosed in a structure, in a manner consistent with normal safety precautions. Any structure to be erected for this purpose must be of acceptable appearance and approved by the Architectural Committee.

7. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean or sanitary condition.

8. No animals, livestock or poultry of any kind, shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

9. Sewage disposal shall be municipal or community sewage disposal system, or by septic tank, in compliance with the specifications of the State Board of Health.

10. No sign of any kind shall be permitted on any lot except one sign of not more than five square feet advertising the property for sale or rent. However, during the initial construction and sales period, other signs may be used.

11. Names or numbers painted on mail boxes and/or any other names or numbers, will be painted in a professional manner.

12. The property within the subdivision is hereby declared to be a bird sanctuary and any hunting of any wild birds or animals is hereby prohibited.

13. Driveways shall be surfaced with concrete or other suitable materials acceptable by the Architectural Committee.

14. No wall, fence or hedge shall be erected between the building setback line and the front lot line, having a height of more than 3 feet, except for walls, fences or hedges which may be an integral part of the residence, or otherwise essential to the design of the house, when approved by the Architectural Committee. Any such wall or fencing within the above area must be of attractive and durable materials, with barbed wire, field fencing, hog wire, poultry wire and similar types, being prohibited.

III. Dwelling Size

1. No one-story residence shall be constructed on any lot containing less than 1700 square feet of floor space, exclusive of porches, garages, carports, patios, breezeways and basements.

2. Size requirements for split level residences are the same as for one-story residences above, except that credit shall be given for one-half the square footage of any basement which is finished and heated.

3. One and a half, two or two and a half story residences shall not contain less than 1200 square feet of floor space on the ground floor, not less than 600 square feet on the second level, exclusive of porches, garages, carports, patios, breezeways and basements.

IV. Building Location

1. No building shall be erected on any lot nearer to the front lot line than the building setback line as shown on the recorded plat, and any such building shall face toward the front line of the lot, except that buildings to be constructed on corner lots shall face in the direction designated by arrows on said plat. No residence shall be nearer than ten percent of the lot width at the building setback line to any side of the lot line.

2. No detached building, garage or other outbuilding shall be nearer than 75 feet from the front lot line nor nearer than 10 feet from any side or rear lot line.

3. No lot shall be recut so as to face in any direction other than as shown on the recorded plat.

V. Lot Area And Width

1. No residential lot shall be recut so as to have a width of less than 100 feet at the building line. Nothing herein shall be construed to prohibit the use of more than one lot or portions of more lots as a single residential building site, provided said site is not in violation of the restrictions as to lot width and provided said site faces as required by these restrictions on the recorded plat. No lot or lots shall be subdivided so as to increase the total number of lots shown on the recorded plat.

VI. Easements

1. An easement is reserved over the rear and side lot lines 5 feet in width on each lot for the installation, operation and maintenance of utilities and for drainage purposes. Such easements across the lots as are shown on the recorded plat are also reserved.

VII. Architectural Control

1. No building or improvement shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure on the lot have been approved in writing as to conformity and harmony of exterior design and consistence of plans with existing residences or other buildings and as to the location of the structure with respect to topography and finished ground elevation, by the Architectural Control Committee. The term "Building or Improvement" shall be deemed to include the erection, placement, or alteration of any wall or fence to be made on any lot.

2. In order to prevent duplication of buildings or improvements to be constructed in this section or adjacent sections, the committee is vested with full authority to approve or disapprove plans for the construction of any building or improvements with its major features so similar to an existing building or improvement as to be construed as a practical duplication is the discretion of the committee.

VIII. Architectural Control Committee

1. The architectural control committee is composed of T.A. Roe, T.A. Roe, Jr., J.E. Means, Jr., and J. Broadus Curry. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor.

2. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30-days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be requested and the related covenants shall be deemed to have been fully complied with.

3. Application for approval as required herein shall be made to any member of the committee, at which time there shall be submitted plans, specifications and plot plan in duplicate; and there shall also be paid to Northwood Hills Homes Association, Inc. an application fee of $10.00. One copy of such plans and specifications will be retained by the committee and the other copy will be returned to the applicant with approvals or disapprovals plainly noted thereon.

4. The committee is authorized by unanimous vote of all its members to approve or ratify, in the construction or alteration of any building, violations of the requirements herein set forth for setbacks, location and size of improvements and lots, if in the opinion of all the members of the committee the same shall be necessary to prevent undue hardships because of topography, the shape of any plotted lot or the setback lines as shown on the recorded plat; and if, in the opinion of the members of the committee such violations will cause no substantial injury to any other lot owner.

IX. Homeowners Association

1. All the property shown on the recorded plat shall be subject to an annual maintenance charge or assessment at the rate of $3.00 per ten thousand square feet or fraction of one-half or more of area of land. The said assessment shall be due and payable in advance on January 1st of each year and may be adjusted from year to year by a majority vote of property owners of lots and said sub-division (each lot owner shall have one vote for each lot owned.)

2. All sums payable as set forth are payable to Northwood Hills Homes Association, Inc., and the amount so paid shall be administered by the officers of said association and may be used for the functions hereinafter set out, and it is expressly stipulated that the association is empowered to perform any or all of said functions but that it is under no duty to perform or continue any of said functions and that it may fail to perform or discontinue to perform at any time of said functions.

   (a) For the payment of the necessary expenses for operation of said association.

   (b) For lighting, improving, cleaning and maintaining the streets and parks, if any, within the subdivision.

   (c) For the maintenance of any recreational facilities for the general benefit of the property owners.

(d) For the maintenance of a community sewage disposal system, if such is installed in said subdivision.

(e) For caring for vacant and untended land, if any, within the subdivision, removing grass and weeds therefrom and doing any other thing necessary or desirable in the opinion of the officers of the association to deep such property neat and in good order for the general benefit of all the property owners within the subdivision.

(f) For any expenses incident to the enforcement of these protective covenants.

(g) For the payment of taxes and assessments, if any, that may be levied by any public authority upon any community parks or other community areas which may be established for benefit of the property owners in the subdivision.

(h) For such other purposes as in the opinion of the officers of the association my be necessary for the general benefit of the property owners in the subdivision.

3. The agents or employees of the association are authorized to enter upon any lot for the carrying out of any of the functions set out above.

4. The association will encourage the planting of flowers and shrubs and other botanical beautification of said subdivision.

5. The annual charge shall constitute a lien or encumbrance upon the land and acceptance of each of the several deed of conveyance shall be construed to be a covenant by the Grantee to pay said charges, which covenant shall be for the benefit of the association, the developer and all other lot owners in the subdivision and which covenant shall run with the land and be binding upon the Grantee and his Successors and Assigns. The association shall have the exclusive right to take and prosecute all actions or suits legal or otherwise which may be necessary for the collection of said charges.

6. In the event that it is necessary to foreclose the lien herein created as to any property, the procedure for foreclosure shall be the same as for the foreclosure of a real estate mortgage.

7. The hereby reserved, however, shall be subject to the following limitations:

(a) Such lien shall be at all time subordinate to the lien of any Mortgage or Lendor of any sums secured by a properly recorded Mortgage or Deed to secure debt, to the end and intent that the lien of any Mortgagee, Trustee or lot holder shall be paramount to the lien for charges herein and provided, further, that such subordination shall apply only the charges that shall become payable prior to the passing of the title under foreclosure of Mortgage or Deed to secure and hold acquisition of the title by Deed in lieu of foreclosure, and anything herein contained shall be held to affect the rights herein given to the enforce the collection of such charges accruing after sale

under foreclosure of such Mortgage or acquisition of title in Deed in Deed in lieu of foreclosure.

(b) Notice of any charge due and payable shall be given by filing notice of pendency of action in the lis Pendens Books in the Office of the Clerk of Court for Greenville County. As to subsequent bonafide purchasers for value, the lien herein reserved for charges due and payable shall be effective only from the time of the filing of said list Pendens; provided, however, that nothing herein contained shall affect the right of the association to enforce the collection of any charges that shall become payable after the acquisition of title by such subsequent bonafide purchaser for value.

(c) The Lien herein created shall be subordinate to the lien of laborers, contractors or materialmen furnishing labor or services in connection with the construction of alteration or any improvements located on any lot, except that nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges accruing after foreclosure of any such lien.

If the undersigned, or their successors, heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real property situated in said sector of the subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for violation.

Invalidation of any one or more of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

In any of these covenants shall be found to be contrary to the recommendations of the Federal Housing Administration or any other national agency granting or insuring loans and shall render any lot in said subdivision unacceptable for any such loan, the developer shall have the authority to alter, ament or annul any such covenants as may be necessary to make any of the lots herein acceptable for such loan.

IN WITNESS WHEREOF, the said Colonial Mortgage & Realty Company set its hand and seal at Greenville, South Carolina this 19th day of January, A.D. 1960.

COLONIAL MORTGAGE & REALTY COMPANY

T.A. Roe, President

STATE OF SOUTH CAROLINA)
)
)
)
COUNTY OF GREENVILLE)

PROTECTIVE COVENANTS APPLICABLE TO SECTION I, 1A AND II OF NORTHWOOD HILLS, A SUBDIVISION NEAR THE CITY OF GREENVILLE , AS SHOWN BY A REVISED PLAT MADE IN AUGUST 1960 AND RECORDED IN PLAT BOOK QQ AT PAGE 156, IN THE RMC OFFICE FOR GREENVILLE COUNTY

WHEREAS, by an instrument dated January 19, 1960 recorded in Deed Book 643 at Page 135, in the RMC office for Greenville County, Colonial Mortgage and Realty Co., a corporation, imposed the covenants there in contained upon Section I of Northwood Hills, as shown by a plat recorded in Plat Book RR at Page 15; and

WHEREAS, Colonial Mortgage and Realty Co., has subdivided an adjoining area and the adjoining area as well as Section I as revised is shown on a revision of Sections I, IA and II of Northwood Hills, made by Piedmont Engineering Service in August 1960, recorded in Plat Book QQ at Page 156, in the RMC office for Greenville County and

WHEREAS, Colonial Mortgage and Realty Co., desires to impose the same restrictions on Section IA and II as are now in force on Section I, NOW THEREFORE

KNOW AL MEN BY THESE PRESENT THAT Colonial Mortgage and Realty Co., does hereby impose all the covenants, restrictions and conditions, by not the easement described in Paragraph VI (1) on all of the lots shown on said revised plat recorded in Plat Book QQ at Page 156.

IN WITNESS WHEREOF, the said Colonial Mortgage and Realty Co., has hereunto set its hand and seal at Greenville, South Carolina, this 28th day of September 1960.

IN THE PRESENCE OF

_____

_____

COLONIAL MORTGAGE AND REALTY CO.
By_____, PRESIDENT

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) PROBATE

PERSONALLY APPEARED before my Ena W. King who, being first duly sworn, says: That she saw the within names T.A. Roe, President of Colonial Mortgage and Realty Co., sign, seal and as his act and deed deliver the within written restrictive covenants, and that she with Ben C. Thornton witnessed the execution thereof.

SWORN to before me this 28th
day of September A.D., 1960

_____(SEAL)
Notary Public for South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

RESTRICTIVE COVENANTS APPLICABLE TO NORTHWOOD HILLS SUBDIVISION AS SHOWN ON A REVISED PLAT MADE IN AUGUST 1960 AND RECORDED IN PLAT BOOK QQ AT PAGE 156 IN THE RMC OFFICE FOR GREENVILLE COUNTY

In addition to the restrictive covenants imposed on all of the lots in the above described subdivision by instrument dated January 9, 1960, recorded in Deed Book 643 at Page 135 in the RMC Office for Greenville County, and without altering or changing said restrictions other than by imposing an additional restriction, the following restriction is imposed upon Lot Nos. 53, 54, 55, 56, 57, 59, 60, 61, 66, 80, 81, 82, 84, and 85.

No dwelling shall be permitted on any of these lots at a cost of less than $25,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all the dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date this covenant is recorded at the minimum cost states herein for the minimum permitted dwelling size.

This covenant is for the benefit of the lots specifically enumerated herein and may be enforced by the owners of any of the said lots, but not by the owners of any other lots in the subdivision, and shall be binding upon the Colonial Mortgage and Realty Co., its successors and assigns, purchasers and transferees until January 1, 1990.

IN WITNESS WHEREOF, the said Colonial Mortgage and Realty Co., has hereunto set its hand and seal at Greenville, South Carolina, this 14th day of August 1961.

IN THE PRESENCE OF:

_____

_____

COLONIAL MORTAGE AND REALTY CO.

By_____Vice-President

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) PROBATE

PERSONALLY APPEARED before me Carol Grayson who, being first duly sworn, says that she saw the within named Thomas A. Roe, Jr., Vice-President of Colonial Mortgage and Realty Co. sign, seal and as his act and deed deliver the within written restrictive covenants, and that she with Ben C. Thornton witnessed the execution thereof.

SWORN to before me this 14th day_____
Of August, A.D., 1961.

_____(SEAL)
Notary Public for South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROTECTIVE COVENANTS APPLICABLE FOR SECTION III OF NORTHWOOD HILLS, A SUBDIVISION NEAR GREENVILLE, AS SHOWN ON A PLAT PREPARED BY PIEDMONT ENGINEERING SERVICE IN NOVEMBER 1960, AND RECORDED IN PLAT BOOK YY, PAGE 37, IN THE RMC OFFICE FOR GREENVILLE COUNTY

WHEREAS, by an instrument dated January 19, 1960, recorded in Deed Book 643, Page 135, in the RMC Office for Greenville County, Colonial Mortgage and Realty Co., a corporation imposed the covenants therein contained upon Section I of Northwood Hills, as shown by a Plat recorded in Plat Book RR, Page 15, and

WHEREAS, Colonial Mortgage and Realty Co. has subdivided an adjoining area as shown on Plat of Section III of Northwood Hills made by Piedmont Engineering Service in November, 1960, recorded in Plat Book YY, Page 37, in the RMC Office for Greenville County; and

WHEREAS, Colonial Mortgage and Realty Co. desires to impose the same restrictions on Section III as are now in force on Section I, NOW THEREFORE,

KNOW ALL MEN BY THESE PRESENT that Colonial Mortgage and Realty Co. does hereby impose all the covenants, restrictions and conditions, but not the easement described in Paragraph VI (1) on all of the lots shown on the said revised Plat recorded in Plat Book YY, Page 37.

IN WITNESS WHEREOF, the said Colonial Mortgage and Realty Co. has hereunto set its hand and seal at Greenville, South Carolina this 19th day of April 1962.

IN THE PRESENCE OF:

_____

COLONIAL MORTGAGE AND REALTY CO.

By_____PRESIDENT

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) PROBATE

PERSONALLY APPEARED before me Connie P. Linville, who being first duly sworn, said that she saw the within named T.A. Roe, President of Colonial Mortgage and Realty Co., sign, seal and as his act and deed deliver the within written restrictive covenants, and the she with Ben C. Thornton witnessed the execution thereof.

SWORN TO BEFORE ME
This 29th day of April, 1962.

_____
Notary Public for South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

RESTRICTIVE COVENANTS APPLICABLE TO SECTOR IV OF NORTHWOOD HILLS SUBDIVISION AS SHOWN ON A PLAT MADE BY PIEDMONT ENGINEERING SERVICE IN SEPTEMBER 1961 AND RECORDED IN THE RMC OFFICE OF GREENVILLE COUNTY IN PLAT BOOK ZZ AT PAGE 145.

The Protective Covenants imposed on Sector I, of Northwood Hills Subdivision recorded in Deed Book 643 at Page 135 are hereby imposed upon all of the lots shown on a plat of Sector IV of Northwood Hills made by Piedmont Engineering Service in September 1961 recorded in Plat Book ZZ at Page 145, with the following exceptions and changes:

ARTICLE III, PARAGRAPH I SHALL READ AS FOLLOWS:

1. No one story residence shall be constructed on lots 150, 162,164 and 165 containing less than 1700 square feet of floor space, nor on lots 151, 152, 153, 154, 155, 156, 157, 158, 159, 160 and 161 containing less than 1400 square feet of floor space, exclusive of porches, garages, carports, patios, breezeways and basements.

ARTICLE III, PARAGRAPH 3 SHALL READ AS FOLLOWS:

3. On lots 150, 162, 163, 164 and 165, one and a half, two or two and a half story residences shall contain not less than 1200 square feet of floor space on the ground level, and on lot 151, 152, 153, 154, 155, 156, 157, 158, 159, 160 and 161, such structures shall contain not less than 1000 square feet of floor space on the ground floor and not less than 300 square feet on the second floor level, exclusive of porches, garages, carports, patios, breezeways and basements.

Nothing herein contained shall be construed to modify or change the said restrictions as to the other lots in Northwood Hills Subdivision and the said Protective Covenants as changed herein are imposed in to upon the lots herein enumerated.

IN WITNESS WHEREOF, the said Colonial Mortgage and Realty Company has hereunto set its hand and seal at Greenville, South Carolina, this 25th day of January, 1962.

IN THE PRESENCE OF: COLONIAL MORTGAGE AND REALTY CO.

_____ By_____President

_____

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) PROBATE

PERSONALLY APPEARED before me Nancy Mitchell who, being first duly sworn says; that she saw the within named Thomas A. Roe, Vice President of Colonial Mortgage and Realty Co. sign, seal and as his act and deed deliver the within written restrictive covenants and that she with Ben C. Thornton witnessed the execution thereof.

SWORN before me this 25th day of January, A.D. 1962 _____

Notary Public for South Carolina

DB 1982 Pg945
2/1/02

STATE OF SOUTH CAROLINA) AMENDMENT OF PROTECTIVE COVENANTS
) APPLICABLE TO NORTHWOOD HILLS
COUNTY OF GREENVILLE) SUBDIVISION

WHEREAS, by an instrument dated January 19, 1960, and recorded in Deed Book 643, at Page 135, in the Register of Deeds Office for Greenville County, Colonial Mortgage and Realty Co., a corporation, imposed certain covenants therein contained upon Section I of Northwood Hills as shown on Plat recorded in the Register of Deeds Office in Plat Book RR at Page 15; and

WHEREAS, by instrument dated September 28, 1960, said restrictions were placed upon property as shown on Plat entitled "Revisions of Section I, IA, and II of Northwood Hills", by Plat recorded in Plat Book QQ at Page 156 in the Register of Deeds Office for Greenville County; and

WHEREAS, by instrument dated April 19, 1962, said restrictions were further placed on "Section III of Northwood Hills" as shown on Plat recorded in Plat Book YY at Page 37 in the Register of Deeds Office for Greenville County; and

WHEREAS, by instrument dated January 25, 1962, said restrictions were further placed upon property as shown on Plat entitled "Section IV of Northwood Hills" by plat recorded in Plat Book ZZ at Page 145 in the Register of Deeds Office for Greenville County; and

WHEREAS, the Restrictions provide that by majority vote of the Northwood Hills Homeowners Association, the said Restrictions can be amended; and

WHEREAS, at a Special Meeting of the Members of the Northwood Hills Home Association on January 6, 2002, a majority of the members of the Homeowners Association voted to amend said restrictions and further authorized and directed the undersigned as President and Secretary of the Homeowners Association to execute the following amendment;

NOW, THEREFORE, for and in consideration of the above recitals, the terms and covenants of this modification, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Restrictive Covenants of Northwood Hills are hereby modified and amended as follows:

1. Section II (Land Use and Building type) is modified to add the following:

   15. No residence now existing or to be erected hereafter on any of the lots in Northwood Hills shall be used other than as a private dwelling house occupied by one family only. No building in the subdivision shall be used for apartment houses, flats, tenements, boarding houses, or rooming houses; provided, however, that nothing herein contained shall be construed to

prohibit the renting of a residence to a single-family unit, the members of which shall be related by blood or marriage.

2. All other terms and conditions of the Covenants affecting Northwood Hills not herein amended shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned duly authorized officers have hereunto set their hands and seals as of the 30th day of January, 2002.

In the presence of :

NORTHWOOD HILLS HOME ASSOCIATION

Sandra L. Henderson

BY: R R Dreibrodt
Rocky Dreibrodt - President

Vicki L Rasmussen

BY: Michelle Wickiser
Michelle Wickiser - Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named President and Secretary of Northwood Hills Home Association sign, seal and as his/her/their act and deed, deliver the within written Amendment of Protective Covenants and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Sandra L. Henderson

SWORN to before me this
30th day of January, 2002.

Vicki L Rasmussen (SEAL)
Notary Public for South Carolina
My commission expires: 10/4/2003