

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

RESTRICTIVE COVENANTS AND CONDITIONS
FOR
RAMBLING RIDGE, DIVISION II

KNOW ALL MEN BY THESE PRESENTS, That MARPER, INC., a corporation organized and existing under the laws of the State of North Carolina, is the owner of all those certain tracts and parcels of land which have been subdivided and are known and designated as "RAMBLING RIDGE, DIVISION II," situated in Crab Creek Township, Henderson County, North Carolina, as shown on plats of surveys, which plats are now of record, or may be made a portion of the records, in the office of the Register of Deeds for Henderson County, North Carolina;

That the said Marper, Inc. does hereby publish and declare for the information of all parties concerned that it does covenant and agree, on behalf of itself, its successors and assigns, with all persons who shall hereafter purchase lots in Rambling Ridge, Division II, their heirs and assigns, that for the development and maintenance of Rambling Ridge, Division II, as a first-class residential area, for the greater benefit, happiness, welfare and mutual best interest of the property owners therein, and for the enhancement and protection of the value of the homes and structures erected, or to be erected, in Rambling Ridge, Division II, the subdivision, or development, shall be developed and maintained subject to the following restrictions, conditions and limitations:

1. These covenants, limitations, restrictions, reservations and uses to which the lots and tracts may be put and devoted are to run with the land and to take effect immediately and shall be binding on all parties and all persons claiming under them until January 1, 2000, at which time these covenants, limitations, restrictions, reservations and uses shall be automatically extended for successive periods of ten (10) years, each, unless it is agreed by vote of the majority of the owners of the lots and tracts in Rambling Ridge, Division II, that the same may be changed. Each lot or tract owner may have as many votes as the number of lots or tracts owned by said owner, whether the original lot or a parcel created in accordance with provisions hereinafter set forth.

2. In the event of a violation or breach of any of these restrictions by any property owner, or agent of such owner, the owners of lots in the neighborhood or subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof, or to prevent the violation or breach, in any event. The failure to enforce any right, reservation, restriction or condition contained in these covenants, however long continued, shall not be deemed a waiver of the right to do so hereafter, as to the same breach or as to a breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. The invalidation by any court of any restriction or restrictions in this instrument contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect. Provided,

however, it is understood and agreed that these restrictive covenants and conditions shall not be obligatory and binding on Marper, Inc., the original developer of Rambling Ridge, Division II, or its successors and assigns, for so long a period of time as the said developer shall have an interest in any portion or part of Rambling Ridge, Division II, and until the lot, tract or portion thereof has been sold and conveyed by the said developer. It is understood and agreed that the original developer, Marper, Inc., its successors and assigns, may alter and amend the recorded plat by the changing of lot lines, rights of way and other means of ingress and egress to and from various tracts situate in Rambling Ridge, Division II, until such lot, acreage or portion or part thereof has been sold and conveyed by instruments duly recorded in the office of the Register of Deeds for Henderson County.

3. No lot shall be subdivided or its boundary lines changed during the period of these restrictions (subject to the authority reserved to the developer by restrictive covenant No. 2, hereinbefore appearing, and excepting the 2.34-acre tract situate west of Lot 24 and Lot 33, which may be subdivided into no more than three lots, within the discretion of the developer), nor shall any lot owner convey any parcel of any lot less than the whole of each, or any rights of way to any adjoining lands, without the written permission of seventy-five percent (75%), in number, of the lot owners in Rambling Ridge, Division II.

4. Rambling Ridge, Division II, shall be used solely for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached family dwelling and the necessary garages and outbuildings incidental to residential use. The one such residence and outbuildings allowed, on each tract, shall be constructed as nearly as possible on the geographic center of said tract. No building shall be erected of exposed cement or cinder block and no building shall be built where the siding shall consist of asbestos shingles. No fuel tanks or other similar storage receptacles may be exposed to ground and must be installed only within the main dwelling house, within an enclosed garage, or buried underground. All exterior plans and specifications for the construction of a residence on any lot or tract of land in Rambling Ridge, Division II, shall be submitted to Marper, Inc., its successors and assigns, and the written approval of the projected exterior construction and design of Marper, Inc. shall be secured before any construction shall be commenced.

5. No structure of a temporary character, trailer, basement, tent, shack, garage or other building shall be used on any lot as a trailer, or for any other purpose, either temporarily or permanently; provided, however, that this prohibition shall not apply to travel trailers which may be used as a temporary residence for a maximum duration of one (1) calendar year and only during the period of the actual construction of a permanent residence on the lot; provided, further, that after such period of occupation such travel trailer shall be completely screened from public view. No exposed concrete or cinder block shall be visible above the finished grade. All vehicles of any nature or kind whatsoever which are not road worthy, or which are maintained in an unlicensed condition, must be contained within a totally enclosed garage, or otherwise screened from public view. Once construction of any residence has been commenced on any lot or tract of land in Rambling Ridge, Division II, such construction and improvements shall be completed within twelve (12) calendar months from the date of such commencement, unless the completion of such construction, within the designated period of time, shall work an unreasonable hardship on the lot owner and, in such instance, the written approval of the delay of such completion shall be secured from Marper, Inc. and before the expiration of the designated 12-month period.

6. No commercial structure of any type shall be placed upon or constructed in Rambling Ridge, Division II.

7. The heated livable floor area provided in each family unit shall not be less than 1,000 square feet, and no dwelling shall be erected on any lot more than two (2) stories in height above the basement level. Basements, unfinished attic spaces, other storage spaces, garages, porches or any area not enclosed by the main structure shall not be considered floor space.

8. Each residence must be located at least sixty (60) feet from the center line of adjoining streets, and shall be at least twenty (20) feet from the back lines. If the topography of a lot will permit, without undue difficulty or hardship on the owner thereof, any house constructed thereon must be centered as nearly as possible at the geographic center of the tract.

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9. All lot owners in Rambling Ridge, Division II, specifically agree that they will maintain lawns, shrubbery and landscaping in an adequate and reasonable fashion, and will erect no signs on any part of their premises except one (1) "For Sale" sign which shall measure no more than 4' x 4' in dimensions. All exposed earth resulting from any excavation or building procedures shall be planted in permanent vegetation as soon as practicable after such procedures and should the same coincide with dormant winter months, then it is understood and agreed that such seeding procedures shall be commenced as soon as general weather conditions shall permit.

10. No animals shall be housed, harbored or kept on or in any dwelling situated in Rambling Ridge, Division II, except traditional household domestic pets, provided that all such pets shall be restrained and maintained in such fashion as not to create a nuisance or disturbance to the general tranquility of Rambling Ridge, Division II.

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

12. No unsanitary conditions prejudicial to the public health shall be permitted and trash, garbage or other waste shall be kept in sanitary containers (hidden from the view of adjoining property owners and streets) until disposed of. No lot, or any portion thereof, shall be used or maintained as a dumping ground for rubbish, and no person shall keep or maintain any old and unworkable junk automotive vehicles or other wheeled apparatus on or near any premises situated in Rambling Ridge, Division II.

13. There is specifically reserved an adequate right of way along lot lines, streets and driveways, fifteen (15) feet in width, for the installation of gas, electric and other public utility facilities. All rights of way reserved in Rambling Ridge, Division II, for main thoroughfares shall be sixty (60) feet in width, situate thirty (30) feet on each side of the center line of said right of way. Construction of driveways and road connections must accommodate and include a minimum of fifteen (15) inch diameter culverts, which shall be installed at the commencement of construction. No substantial alterations or changes in existing drainage shall be permitted, either before or after the commencement of construction. The main thoroughfares shall be maintained by the developers until such time as fifty-one percent (51%), in number, of the parcels or tracts shall have been conveyed by the original owner, or responsibility for the same shall have been assumed by the North Carolina Department of Transportation. All private, or spur, roads shall be the responsibility of the tract owners bordering on the same; provided, however, that until there shall be an organized maintenance procedure or association, the developers will maintain spur roads as necessary.

14. These restrictive covenants and conditions may be amended, altered, or suspended by a vote of seventy-five percent (75%) of the owners of the tracts or lots situated in Rambling Ridge, Division II, provided, the original developer may alter the restrictive covenants and conditions, or amend the same, or the lot lines of tracts, by the authority hereinbefore reserved.

IN WITNESS WHEREOF, The said MARPER, INC. has caused these presents to be executed by its President and its Secretary, and has affixed hereto its common corporate seal, this the 3 day of July, 1981.



MARPER, INC.

By A. V. Marion
President

ATTEST:

Eugene C. Marion
Secretary

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STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

This the 3rd day of July, 1981, personally came before me, the undersigned Notary Public in and for the aforesaid County and State, A. V. Marier, who, being duly sworn, says that he is President of MARPER, INC., and that the seal affixed to the foregoing instrument in writing is the corporate seal of said Corporation, and that said writing was signed by him in behalf of said corporation by its authority duly given. And the said A. V. Marier acknowledged the said writing to be the act and deed of said corporation.



Martha C. Marlowe
Notary Public

My commission expires My Commission Expires July 23, 1983

North Carolina, Henderson County The foregoing certificate of

Martha C. Marlowe

Notary Public (Notaries Public) is/are certified to be correct. This

Instrument presented for registration and recorded in this office

this 3 day of July, 1981 at 10:45 M. in Book 689 Page 1

Henry H. Marlowe Karla Marlowe
Register of Deeds (Assistant) (Deputy)

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STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

AMENDMENT TO RESTRICTIVE COVENANTS
AND CONDITIONS FOR RAMBLING RIDGE,
DIVISION II

THIS CONTRACT OF AMENDMENT, Made and entered into this 8th day of September, 1981, by MARPER, INC., a corporation organized and existing under the laws of the State of North Carolina, for its benefit and for the mutual benefit and protection of the other lot owners in Rambling Ridge, Division II, situated in Crab Creek Township, Henderson County, North Carolina, which said subdivision is shown on plats duly recorded in the office of the Register of Deeds for Henderson County;

W I T N E S S E T H:

WHEREAS, Marper, Inc. is the owner of the larger portion of all of the tracts and lots situate, lying and being in Rambling Ridge; and,

WHEREAS, The said Rambling Ridge, Division II, was made subject to certain restrictive covenants and conditions as will appear by reference to that certain instrument recorded in Deed Book 603, at page 1; and,

WHEREAS, As hereinbefore said, Marper, Inc. is still the owner of the greater number of lots and tracts situate in Rambling Ridge, and it desires to alter, amend, change and modify the said restrictive covenants and conditions, and to exercise the authority and power as set forth in that covenant known and designated as "2," and more particularly reading, in part, as follows:

"...Provided, however, it is understood and agreed that these restrictive covenants and conditions shall not be obligatory and binding on Marper, Inc., the original developer of Rambling Ridge, Division II, or its successors and assigns, for so long a period of time as the said developer shall have an interest in any portion or part of Rambling Ridge, Division II, and until the lot, tract or portion thereof has been sold and conveyed by the said developer..."

WHEREAS, The party to this instrument desires to exercise the authority set out in the aforementioned paragraph of the existing covenants and conditions, and considers that the same is for the greater benefit and happiness of the owners of the said lots and to protect the value of homes and structures already erected, or to be erected,

DIV II
9-8-81

NOW, THEREFORE. The said restrictive covenants and conditions as recorded in Deed Book 608, at page 1, Henderson County Registry, shall be altered and amended in the following particulars and none other:

The restriction known and designated as "5," is altered and amended so as to read as follows:

5. No structure of a temporary character, trailer, basement, tent, shack, garage or other building shall be used on any lot as a trailer, or for any other purpose, either temporarily or permanently; provided, however, that this prohibition shall not apply to travel trailers which may be used as a temporary residence for a maximum duration of one (1) calendar year and only during the period of the actual construction of a permanent residence on the lot. No exposed concrete or cinder block shall be visible above the finished grade. All vehicles of any nature or kind whatsoever which are not roadworthy, or which are maintained in an unlicensed condition, must be contained within a totally enclosed garage, or otherwise screened from public view. Once construction of any residence has been commenced on any lot or tract of land in Rambling Ridge, Division II, such construction and improvements shall be completed within twelve (12) calendar months from the date of such commencement, unless the completion of such construction, within the designated period of time, shall work an unreasonable hardship on the lot owner and, in such instance, the written approval of the delay of such completion shall be secured from Marper, Inc. and before the expiration of the designated 12-month period.

The restriction known and designated as "13," is altered and amended so as to read as follows:

13. There is specifically reserved an adequate right of way along lot lines, streets and driveways, fifteen (15) feet in width, for the installation of gas, electric and other public utility facilities, provided, that if a single owner, or group of owners, shall obtain by purchase, conveyance or otherwise, the title to more than one contiguous tract, the interior utility line rights of way reserved hereby shall be eliminated, but shall be retained on the exterior lines of such combination of lots or tracts. All rights of way reserved in Rambling Ridge, Division II, for main thoroughfares shall be sixty (60) feet in width, situate thirty (30) feet on each side of the center line of said right of way. Construction of driveways and road connections must accommodate and include a minimum of 15-inch diameter culverts, which shall be installed at the commencement of construction. No substantial alterations or changes in existing drainage shall be permitted, either before or after the commencement of construction. The main thoroughfares shall be maintained by the developers until such time as fifty-one percent (51%), in number, of the parcels or tracts shall have been conveyed by the original owner, or responsibility for the same shall have been assumed by the North Carolina Department of Transportation. All private, or spur, roads shall be the responsibility of the tract owners bordering on the same; provided, however, that until there shall be an organized maintenance procedure or association, the owners of tracts fronting on such private, or spur, roads shall reimburse the developer for a pro rata portion of all expenses incurred by it in the maintenance of such roads, which said assessment, or maintenance fee, shall be computed upon the distribution of the total cost incurred on the basis of foot

frontage on such private, or spur, roads.

In all other respects, the restrictive covenants and conditions pertinent to Rambling Ridge, Division II, as set out in that instrument recorded in Deed Book 608, at page 1, Henderson County Registry, shall remain the same.

IN TESTIMONY WHEREOF, The said Marper, Inc. has caused this instrument to be signed in its corporate name by its President and attested by its Secretary, and sealed with its common corporate seal, on the day and year first above written.



MARPER, INC.

By

A. V. Marien
President

Elizabeth C. Marien
Secretary

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

This the 8th day of September, 1981, personally came before me, the undersigned Notary Public in and for the aforesaid County and State, A. V. MARIEN, who, being duly sworn, says that he is President of MARPER, INC., and that the seal affixed to the foregoing instrument in writing is the corporate seal of said Corporation, and that said writing was signed by him in behalf of said corporation by its authority duly given. And the said A. V. MARIEN acknowledged the said writing to be the act and deed of said corporation.



My commission expires 6/18/85

Nadine Brown
Notary Public

North Carolina, Henderson County The foregoing certificate(s) on

Nadine Brown

Notary Public (Notaries Public) is/are certified to be correct. This instrument presented for registration and recorded in this office this 27 day of October 1981 at 4:45 PM. In Book 607 Page 342

Duby D. Maxwell
Register of Deeds

Valerie Reed
(Deputy)

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

AMENDMENT TO RESTRICTIVE COVENANTS
AND CONDITIONS FOR RAMBLING RIDGE,
DIVISION II

THIS CONTRACT OF AMENDMENT, Made and entered into this 18th day of December, 1981, by MARPER, INC., a corporation organized and existing under the laws of the State of North Carolina, for its benefit and for the mutual benefit and protection of the other lots owners in Rambling Ridge, Division II, situated in Crab Creek Township, Henderson County, North Carolina, which said subdivision is shown on plats duly recorded in the office of the Register of Deeds for Henderson County;

W I T N E S S E T H:

WHEREAS, Marper, Inc. is the owner of the larger portion of all of the tracts and lots situate, lying and being in Rambling Ridge; and,

WHEREAS, The said Rambling Ridge, Division II, was made subject to certain restrictive covenants and conditions, as will appear by reference to that certain instrument recorded in Deed Book 603, at page 1, Henderson County Registry; and,

WHEREAS, As hereinbefore said, Marper, Inc. is still the owner of the greater number of lots and tracts situated in Rambling Ridge, and it desires to alter, amend, change and modify the said restrictive covenants and conditions, and to exercise the authority and power as set forth in that covenant known and designated as "2," and more particularly reading, in part, as follows:

"...Provided, however, it is understood and agreed that these restrictive covenants and conditions shall not be obligatory and binding on Marper, Inc., the original developer of Rambling Ridge, Division II, or its successors and assigns, for so long a period of time as the said developer shall have an interest in any portion or part of Rambling Ridge, Division II, and until the lot, tract or portion thereof has been sold and conveyed by the said developer..."

WHEREAS, The party to this instrument desires to exercise the authority

DW-II
12-18-1981

set out in the aforementioned paragraph of the existing covenants and conditions, and considers that the same is for the greater benefit and happiness of the owners of the said lots and to protect the value of homes and structures already erected, or to be erected,

NOW, THEREFORE, The said restrictive covenants and conditions as recorded in Deed Book 603, at page 1, Henderson County Registry, shall be altered and amended in the following particulars and none other:

The restriction known and designated as "8," is altered and amended so as to read as follows:

8. Each residence must be located at least sixty (60) feet from the center line of adjoining streets, and shall be at least twenty (20) feet from the back lines. If the topography of a lot will permit, without undue difficulty or hardship on the owner thereof, any house constructed thereon must be centered as nearly as possible at the geographic center of the tract. Provided, however, that this covenant shall have no application to Tract 22, of Rambling Ridge, Division II, as shown on plat thereof recorded in Plat Cabinet A, Slide 81, in the office of the Register of Deeds for Henderson County, and structures may be placed thereon having a minimum distance of twenty (20) feet from the edge of the existing driveway pavement and the boundary lines of the said lot.

In all other respects, the restrictive covenants and conditions pertinent to Rambling Ridge, Division II, as set out in that instrument recorded in Deed Book 603, at page 1, Henderson County Registry, shall remain the same.

IN TESTIMONY WHEREOF, The said Marper, Inc. has caused this instrument to be signed in its corporate name by its President and attested by its Secretary and sealed with its common corporate seal, on the day and year first above written.



ATTEST:

Elizabeth C. Marion
Secretary

MARPER, INC.

By C. V. Marion
President

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

This the 18th day of December, 1981, personally came before me, the undersigned Notary Public in and for the aforesaid County and State, A. V. MARIEN, who, being duly sworn, says that he is President of MARPER, INC., and that the seal affixed to the foregoing instrument in writing is the corporate seal of said Corporation, and that said writing was signed by him in behalf of said Corporation by its authority duly given. And the said A. V. MARIEN acknowledged the said writing to be the act and deed of said Corporation.



Nadine Brown
Notary Public

North Carolina, Henderson County The foregoing certificate(s) of
Nadine Brown

Notary Public (Nadine Brown) is/are certified to be correct. This
Instrument presented for registration and recorded in this office

on the 21 day of Dec 1981 at 11:00 A.M. in Book 609 Page 256

Ruby M. Maxwell By Bladys Simpson
Register of Deeds (Assistant) (Deputy)

Div. II
7-24-85

STATE OF NORTH CAROLINA AMENDMENT TO RESTRICTIVE COVENANTS
COUNTY OF HENDERSON AND CONDITIONS FOR RAMBLING RIDGE,
DIVISION II

THIS CONTRACT OF AMENDMENT, Made and entered into this 24th day of July, 1985, by MARPER, INC., a corporation organized and existing under the laws of the State of North Carolina, for its benefit and for the mutual benefit and protection of the other lot owners in Rambling Ridge, Division II, situated in Crab Creek Township, Henderson County, North Carolina, which said subdivision is shown on plats duly recorded in the office of the Register of Deeds for Henderson County;

W I T N E S S E T H:

WHEREAS, Marper, Inc. is the owner of the larger portion of all the tracts and lots situate, lying and being in Rambling Ridge; and,

WHEREAS, The said Rambling Ridge, Division II, was made subject to certain restrictive covenants and conditions as will appear by reference to that certain instrument recorded in Deed Book 603, at page 1; and,

WHEREAS, As hereinbefore said, Marper, Inc. is still the owner of the greater number of lots and tracts situate in Rambling Ridge, and it desires to alter, amend, change and modify the said restrictive covenants and conditions, and to exercise the authority and power as set forth in that covenant known and designated as "2," and more particularly reading, in part, as follows:

"...provided, however, it is understood and agreed that these restrictive covenants and conditions shall not be obligatory and binding on Marper, Inc., the original developer of Rambling Ridge, Division II, or its successors and assigns, for so long a period of time as the said developer shall have an interest in any portion or part of Rambling Ridge, Division II, and until the lot, tract or portion thereof has been sold and conveyed by the said developer..."

WHEREAS, The parties to this instrument desire to exercise the authority set out in the aforementioned paragraph of the existing covenants and conditions, and considers that the same is for the greater benefit and happiness of the owners of the said lots and to protect the value of homes and structures already erected, or

to be erected,

NOW, THEREFORE, The said restrictive covenants and conditions as recorded in Deed Book 603, at page 1, Henderson County Registry, shall be altered and amended in the following particular and none other:

The restriction known and designated as "G," is altered and amended so as to read as follows:

8. Each residence must be located at least sixty (60) feet from the center line of adjoining streets, and shall be at least twenty (20) feet from the back lines. If the topography of a lot will permit, without undue difficulty or hardship on the owner thereof, any house constructed thereon must be centered as nearly as possible at the geographic center of the tract. Provided, however, this restrictive covenant and condition shall have no application to, nor apply to, Lot 23, Section II, or Rambling Ridge as shown on plat thereof recorded in Plat Cabinet A, Slide 81, of the Records of Plats for Henderson County.

In all other respects, the restrictive covenants and conditions pertinent to Rambling Ridge, Division II, as set out in that instrument recorded in Deed Book 603, at page 1, Henderson County Registry, shall remain the same.

IN TESTIMONY WHEREOF, the said Marper, Inc. has caused this instrument to be signed in its corporate name by its President and attested by its Secretary, and sealed with its common corporate seal, on the day and year first above written.

MARPER, INC.

By

President



ATTEST:

Elizabeth C. Marion
Secretary

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

This the 24th day of July, 1985, personally came before me, the undersigned Notary Public in and for the aforesaid County and State; A. V. Marven, who, being duly sworn, says that he is President of Marper, Inc., and that the seal affixed to the foregoing instrument in writing is the corporate seal of said Corporation, and that said writing was signed by him in behalf of said Corporation by its authority duly given. And the said A. V. Marven acknowledged the said writing to be the act and deed of said Corporation.



Jo Anne Young
Notary Public

My commission expires 9/25/87

North Carolina, Henderson County The foregoing certificate(s) of

Jo Anne Young
Notary Public (Notaries Public) is/are certified to be correct. This instrument presented for registration and recorded in this office this 29 day of July, 1985 at 1:40 P. in Book 662 Page 437
John W. Maxwell By: Robert A. Russell
Register of Deeds (Assistant) (Deputy)

June 6, 1996
DIV II

Prepared by: Walter C. Carpenter
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STATE OF NORTH CAROLINA
COUNTY HENDERSON

AMENDMENT TO RESTRICTIVE COVENANTS
AND CONDITIONS FOR RAMBLING RIDGE,
DIVISION II

THIS CONTRACT OF AMENDMENT, made and entered into this 6th day of June, 1996, by MARPER, INC., a corporation organized and existing under the laws of the State of North Carolina, for its benefit and for the mutual benefit and protection of the other lot owners in Rambling Ridge, Division II, situated in Crab Creek Township, Henderson County, North Carolina, which said subdivision is shown on plats duly recorded in the office of the Register of Deeds for Henderson County;

WITNESSETH:

WHEREAS, Marper, Inc. is the owner of the larger portion of all the tracts and lots situate, lying and being in Rambling Ridge; and,

WHEREAS, the said Rambling Ridge, Division II, was made subject to certain restrictive covenants and conditions as will appear by reference to that certain instrument recorded in Deed Book 603, at Page 1; and,

WHEREAS, as hereinbefore said, Marper, Inc. is still the owner of the greater number of lots and tracts situate in Rambling Ridge, and it desires to alter, amend, change and modify the said restrictive covenants and conditions, and to exercise the authority and power as set forth in that covenant known and designated as "2" and more particularly reading, in part, as follows:

"...provided, however, it is understood and agreed that these restrictive covenants and conditions shall not be obligatory and binding on Marper, Inc., the original developer of Rambling Ridge, Division II, or its successors and assigns, for so long a period of time as the said developer shall have an interest in any portion or part of Rambling Ridge, Division II, and until the lot, tract or portion thereof has been sold and conveyed by the said developer..."

WHEREAS, the parties to this instrument desire to exercise the authority set out in the aforementioned paragraph of the existing covenants and conditions, and considers that the same is for the greater benefit and happiness of the owners of the said

lots and to protect the value of homes and structures already erected, or to be erected.

NOW THEREFORE, the said restrictive covenants and conditions as recorded in Deed Book 603 at Page 1, Henderson County Registry, shall be altered and amended in the following particular and none other:

The restriction known and designated as "8", is altered and amended so as to read as follows:

8. Each residence must be located at least sixty (60) feet from the center line of adjoining streets, and shall be at least twenty (20) feet from the back lines. If the topography of a lot will permit, without undue difficulty or hardship on the owner thereof, any house constructed thereon must be centered as nearly as possible at the geographic center of the tract. Provided, however, this restrictive covenant and condition shall have no application to, nor apply to, Lot 22, Section II, of Rambling Ridge as shown on plat thereof recorded in Plat Cabinet A, Slide 81, of the Records of Plats for Henderson County.

In all other respects, the restrictive covenants and conditions pertinent to Rambling Ridge, Division II, as set out in that instrument recorded in Deed Book 603, at Page 1, Henderson County Registry, shall remain the same.

IN TESTIMONY WHEREOF, the said Marper, Inc. has caused this instrument to be signed in its corporate name by its President and attested by its Secretary, and sealed with its common corporate seal, on the day and year first above written.

MARPER, INC.

BY: *Chas. W. Marper*

President

ATTEST:

William J. Darden
Assistant Secretary

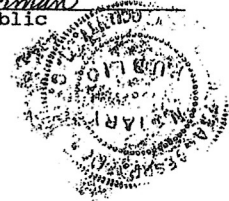


STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

This the 6th day of June, 1996, personally came before me, the undersigned Notary Public in and for the aforesaid County and State, A. V. Marven, who being duly sworn, says that he is President of Marper, Inc., and that the seal affixed to the foregoing instrument in writing is the corporate seal of said Corporation, and that said writing was signed by him in behalf of said Corporation by its authority duly given, and that the said A. V. Marven acknowledged the said writing to be the act and deed of said Corporation.

Frances P. Norman
Notary Public

My commission expires: 7-12-2000



North Carolina, Henderson County The foregoing certificate(s) of

Frances P. Norman
Notary Public (Henderson County) is/are certified to be correct, this instrument prepared for registration and recorded in the office

this 13 day of June, 1996
at 9:45 AM in Book 898 page 490

John Whitebeck Males Lynda Hornequist
Register of Deeds (Assistant Deputy)

Division II 2

August 2001
Filed 9-10-01

31075 P682

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

**AMENDMENT TO RESTRICTIVE COVENANTS
AND CONDITIONS FOR RAMBLING RIDGE SUBDIVISION,
DIVISION II**

WHEREAS, Division II of Rambling Ridge Subdivision was established by the plat recorded in Plat Cabinet A at Slide 81 in the Henderson County Registry; and

WHEREAS, the Restrictive Covenants and Conditions for Rambling Ridge Division II were recorded July 3, 1981, in Deed Book 618 at Page 1 in the Henderson County Registry; and

WHEREAS, Paragraph 14 of the Restrictive Covenants provide that they may be amended, altered or suspended by a vote of 75% of the owners of the tracts or lots situated in Rambling Ridge Division II; and

WHEREAS, the owner of Lot 18 of Division II of Rambling Ridge desires to amend the provisions of Paragraph 3 of the Restrictive Covenants; and

WHEREAS, the undersigned represent 75% of the lot owners of the property located within Division II of Rambling Ridge Subdivision.

THEREFORE, the Restrictive Covenants and Conditions for Rambling Ridge, Division are hereby amended as follows:

With respect to Lot 18 of Division II of Rambling Ridge Estates as shown on the plat recorded in Plat Cabinet A at Slide 81 in the Henderson County Registry; the owner of that lot is hereby authorized to execute the Right of Way Agreement to provide access for a tract of land totaling approximately 16 acres adjacent to said Lot 18. The right of way established will provide access to the public road across Lot 18 for the adjoining 16 acre tract. The grant of right of way is limited to providing access for 2 building lots located, or to be located, on the 16 acre tract adjacent to Lot 18. This right of way is in addition to the right of way currently in existence for the house located on the 16 acre tract.

The Right of Way shall be granted to the owner of Lot 18, Division II of Rambling Ridge Estates, their heirs, successors and assigns.

Except as modified by this Amendment, the Restrictive Covenants and Conditions for Rambling Ridge, Division II shall remain in full force and effect.


 BARBARA J. DARDEN

NORTH CAROLINA
 HENDERSON COUNTY

I, KAREN GOLLIHUE, a notary public of Henderson County, North Carolina, certify that BARBARA J. DARDEN personally appeared before me this day, and being duly sworn, stated that in her presence the following signed the foregoing instrument:

JOSEPH J. DOMKA
 YVONNE J. DOMKA
 JOAN D. BROWN
 WILLIAM P. HARBEN
 BETTY A. HARBEN
 EDWARD J. MOORE
 PATSY B. MOORE
 WESLEY A. MOORE
 DEBRA RUSH
 GENEVIEVE CREWE
 WILLIAM B. ARGEVINE
 RICHARD H. O'LEARY
 GARLYN L. O'LEARY
 JEANNETTE SCHUAKMAN
 CHARISSA YOUNG
 G.L. YOUNG
 BARBARA M. BASTEDO
 JANET W. STERN
 DAVID McMILLAN
 DORIS E. CANAVAN
 JOHN A. CANAVAN

JULIE A. JESSWEIN
 KENNETH G. WHITE
 KATHY C. WHITE
 RICARDO M. KIDD
 JULIE S. KIDD
 KARL GRAMMER
 HELEN GRAMMER
 DOROTHY B. SMITH
 BEN L. SMITH
 JOHN W. FLYNN
 HEATHER M. FLYNN
 PAUL E. JANSEN
 TIM LAUFFOR
 DEBORAH LAUFFOR
 CHARLES R. HUGGINS
 MELBA HUGGINS
 WINIFIELD McGRATH
 ANITA C. PENNER
 J.E. JACKSON
 WAVNELL C. JACKSON

WITNESS my hand and official seal, this 07th day of September, 2001.


 KAREN GOLLIHUE, Notary Public

My Commission Expires: 4/28/04



North Carolina, Henderson County The foregoing certificate of
 Notary Public (Karen Gollihue) is certified to be correct, this
 instrument presented for registration and recorded in this office
 this 24 day of September, 20 01
 at Hoboken in book 7675, page 682
Debra W. Moles Karen Gollihue
 Register of Deeds (Assistant Deputy)

**AMENDMENT TO RESTRICTIVE COVENANTS AND CONDITIONS
FOR RAMBLING RIDGE SUBDIVISION,
DIVISION II**

Div II

Jan 2015

WHEREAS, Division II of Rambling Ridge Subdivision was established by the plat recorded in cabinet A, Slides: 281-A, 289, 289-A, 306-A, Slide 3466 and any prior or subsequent plats in the Henderson County Registry; and

WHEREAS, the Restrictive Covenants and Conditions for Rambling Ridge Subdivision, Division II, were recorded April 2, 1987 in Deed Book 696 at page 43 in the Henderson County Registry; and

WHEREAS, paragraph 14 of the Restrictive Covenants provides that they may be amended, altered or suspended by a vote of 75% of the owners of the tracts or lots situated in Rambling Ridge Subdivision, Division II; and

WHEREAS, the parties to this instrument desire to exercise the authority set out in the above mentioned paragraph of the existing Covenants and Conditions, and consider that the same is for the greater benefit and happiness of the owners of said lots and to protect the value of homes and structures already erected, or to be erected;

NOW THEREFORE, the said Restrictive Covenants and Conditions as originally recorded and amended as referenced above, shall be altered and amended as follows:

The restriction known and designated as "5" is altered and amended in its entirety, so as to read as follows:

"No structure of a temporary character, trailer, basement, tent, shack, garage or other building shall be used on any lot as a residence, or for any other purpose, either temporarily or permanently. No exposed concrete or cinder block shall be visible above the finished grade. All vehicles of any nature, including boats, personal watercraft, recreational utility vehicles (RUV's) and recreational vehicles (RV's) and/or campers of any kind whatsoever must be contained within a totally enclosed garage, or located so it is out of view of the public roads. The exception for this would be licensed personal vehicles. Once construction of any residence has been commenced on any lot or tract of land in Rambling Ridge Subdivision, Division II, such construction and improvements shall be completed within twelve (12) calendar months from the date of such commencement, unless the completion of such construction, within the designated period of time, shall make an unreasonable hardship on the lot owner, and in such instance, the written approval of the delay of such completion shall be secured from the Rambling Ridge Board of Directors before the expiration of the aforementioned twelve month period."

"No television, radio, or other communication or recreational media signal attractor, magnifier, or gatherer in the nature of an antenna, satellite or "satellite dish" shall be placed upon any lot or lots, either temporarily or permanently; provided, however, this prohibition shall not forbid the installation of radio and television antennas upon or attached to a place of residence, and constitute radio and television antennas generally associated with and attached to dwellings and residences for purposes of attracting radio and television media signals, but does prohibit the construction of radio and television towers."

"Be it further stated that any and all arbitration or litigation costs involving these restrictive covenants of Rambling Ridge Division II (2) shall be borne in the entirety by the party deemed to be in violation of said covenants."

In all other respects, the Restrictive Covenants and Conditions pertinent to Rambling Ridge Subdivision, Section II, shall remain in full force and effect.

Dated this 10th day of November, 2014

Bradley J. Shanks
Bradley J. Shanks


Henderson County
North Carolina

I, Steven Gomez, a notary public of Henderson County North Carolina, certify that Bradley J. Shanks personally appeared before me this day, and being duly sworn, stated that in his presence, the following signed the foregoing instrument:

John A. Canavan
Michael Wroble
Joan D. Brown
David J. Burns
Winfield McGrath
Jim A. Maner
James King
Garlyn L. O'Leary
Thomas Boardley
Deb Cagle
Benjamin E. Farnhaus
Catherine Shanks
Debra Rush

Yvonne J. Domka
Catherine Shanks
Julian Wells
Tammy Jenkins
Janet MacPherson
Genevieve N. Crewe
Bernard J. Lane
Thomas Boardley
Paul Janson
Anne E. Cain
Jean C. White
Catherine Shanks

Witness my hand and official seal, this 9th day of January, 2015.

Steven Gomez for Bradley J. Shanks
exp: 8/7/19


SECTION II

SIGNATURE John A. Canavan
PRINTED NAME JOHN A. CANAVAN LOT # 32 WITNESS Kimberly Y. McMin

Sworn to and Subscribed before me
this 13 day of November 2014
Witness my hand and official seal.
Kimberly Y. McMin
Notary Public

