

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

RESTRICTIVE COVENANTS AND CONDITIONS
FOR
RAMBLING RIDGE, DIVISION III

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 parcel of land which have been subdivided and are known and designated as "RAMBLING RIDGE, DIVISION III," situate 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 III, their heirs and assigns, that for the development and maintenance of Rambling Ridge, Division III, 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 III, 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 III, 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 III, 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 III, 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 III, 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), 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 III.

4. Rambling Ridge, Division III, 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 III, 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. 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 III, 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 III.

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 forty (40) 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.

9. All lot owners in Rambling Ridge, Division III, 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 III, 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 tranquillity of Rambling Ridge, Division III.

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 III.

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 III, for main thoroughfares shall be fifty (50) feet in width, situate twenty-five (25) 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.

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 of lots situated in Rambling Ridge, Division III, 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 30th day of July, 1985.

MARPER, INC.
By Elizabeth C. Marper
President

ATTEST:

Elizabeth C. Marper
Secretary



STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

This the 30th day of July, 1985, personally came before me, the undersigned Notary Public in and for the aforesaid County and State, A. V. Marlen, 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. Marlen acknowledged the said writing to be the act and deed of said corporation.



A. V. Marlen
Notary Public

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

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

this 1 day of Aug, 1985 at 3:30 P. M. in Book 662 Page 653.
Ruby W. Simpson (Assistant) (Deputy)
Register of Deeds

DIV III

11-26-1985

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

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

THIS CONTRACT OF AMENDMENT, Made and entered into this 26th day of November, 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 III, 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 III, was made subject to certain restrictive covenants and conditions as will appear by reference to that certain instrument recorded in Deed Book 662, at page 653, in the office of the Register of Deeds for Henderson County; and,

WHEREAS, As hereinbefore stated, 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 III, 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 III, 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 above-mentioned paragraph of the existing covenants and conditions, and considers 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 recorded in Deed Book 662, at page 653, 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 forty (40) 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, by virtue of the unique difficulties presented by the topography of the particular site, the

setback line from the center line of the adjoining street applicable to Lot 10 shall be fifteen (15) feet, the setback line applicable to Lot 11 shall be fifteen (15) feet, the setback line applicable to Lot 12 shall be fifteen (15) feet, the setback line applicable to Lots 13, 14 and 15, and 22, 23, and 25 shall be thirty (30) feet.

In all other respects, the restrictive covenants and conditions pertinent to Rambling Ridge, Division III, as set out in that instrument recorded in Deed Book 662, at page 653, 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



ATTEST:

Elizabeth C. Marien
Secretary

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

This the 26th day of November, 1985, personally appeared 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.

Madeline Brown
Notary Public



My commission expires 7/8/90

North Carolina, Henderson County The foregoing certificate of

Madeline Brown
Notary Public (Notaries Public) is/are certified to be correct. This instrument presented for registration and recorded in this office this 3rd day of December 1985 at 3:45 P.M. in Book 669 Page 381
Robert H. Maxwell *Robert H. Maxwell*
Register of Deeds (Assistant) (Deputy)

Filed and recorded in the Register of Deeds Office for
Henderson County, N. C. this 6 day of December 19. 91
at 9:31 o'clock A.M. in Book 788 at page 53.

Ruby H. Marmell
Register of Deeds
By: Shirley Hollingsworth
Deputy
Recording Time, Book and Page

Excise Tax

- 0 -

Tax Lot No. Parcel Identifier No.
Verified by County on the day of 19.....
by

Mail after recording to

This instrument was prepared by Francis M. Coiner, Attorney
Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 4th day of December, 19. 91, by and between

GRANTOR

GRANTEE

ELLEN O. LANGLEY

JAMES H. LANGLEY, JR. REVOCABLE TRUST
(ONE-HALF UNDIVIDED INTEREST)
ELLEN O. LANGLEY REVOCABLE TRUST
(ONE-HALF UNDIVIDED INTEREST)
Route 1, Box 19A
Alachua, FL 32615

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Crab Creek Township, Henderson County, North Carolina and more particularly described as follows:

Being all of LOT 5, SECTION II, of BLUE RIDGE ESTATES as shown on plat thereof originally recorded in Plat Book 7, at page 115, and now recorded in Plat Cabinet C, at Slide 132A, in the office of the Register of Deeds for Henderson County, and being the identical tract of land as described in deed from Ledow, Inc. to David S. Jones and wife, Dorothy P. Jones, dated October 26, 1965, and recorded in Deed Book 435, at page 383, Henderson County Registry, reference to which said plat and deed is hereby made for a more complete description.

Being the identical property described in deed from David S. Jones and wife, Dorothy P. Jones, to James R. Pitcock and wife, Pamela P. Pitcock, recorded in Deed Book 665, at page 378, Henderson County Registry.

This conveyance is made and accepted subject to the restrictive covenants and conditions as set forth in the hereinbefore mentioned deed recorded in Deed Book 435, at page 383, Henderson County Registry.

This conveyance is made in conformance with G.S. 39-13.3(b) and is intended to vest title in the grantees as tenants in common, each owning a one-half ($\frac{1}{2}$) undivided interest therein, and not as tenants by the entirety.

The property hereinabove described was acquired by Grantor by instrument recorded in

A map showing the above described property is recorded in Plat Book page.....

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

By: _____
(Corporate Name)

By: _____
President

ATTEST: _____

Secretary (Corporate Seal)

USE BLACK INK ONLY

Ellen O. Langley (SEAL)
Ellen O. Langley

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)



NORTH CAROLINA, Henderson County.

I, a Notary Public of the County and State aforesaid, certify that _____ Grantor,
Ellen O. Langley

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 4th day of December, 1991.

My commission expires: 2/14/96 *Shirley A. Hester* Notary Public

SEAL-STAMP

NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that _____ Secretary of

personally came before me this day and acknowledged that _____ he is _____ a North Carolina corporation, and that by authority duly

given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ Secretary.

President, sealed with its corporate seal and attested by _____ as its _____ Secretary.

Witness my hand and official stamp or seal, this _____ day of _____, 19_____.

My commission expires: _____ Notary Public

The foregoing Certificate(s) of *Shirley A. Hester*

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By *Shirley A. Hester* REGISTER OF DEEDS FOR Henderson COUNTY
Deputy/Assistant-Register of Deeds

COUNTY OF HENDERSON

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

THIS CONTRACT OF AMENDMENT, Made and entered into this 25th day of November, 1991, by MELBET, INC. (successor to 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 III, 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, Melbet, Inc. is the owner of lots situate, lying and being in Rambling Ridge; and,

WHEREAS, the said Rambling Ridge, Division III, was made subject to certain restrictive covenants and conditions as will appear by reference to that certain instrument recorded in Deed Book 662, at page 653, in the office of the Register of Deeds for Henderson County; and,

WHEREAS, as hereinbefore stated, Melbet, Inc. is the owner of lots 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 III, 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 III, 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 above-mentioned paragraph of the existing covenants and conditions, and considers 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 recorded in Deed book 662, at page 653, 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 forty (40) feet from the centerline 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, by virtue of the unique difficulties presented by the topography of the particular site, the rear setback line applicable to Lot 4 shall be fifteen (15) feet.

In all other respects, the restrictive covenants and conditions pertinent to Rambling Ridge, Division III, as set out

in that instrument recorded in Deed Book 662, at page 653, Henderson County Registry, and any amendments thereto, shall remain the same.

IN TESTIMONY WHEREOF, the said Melbet, 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.


Robert Huggins
 Secretary

MELBET, INC.

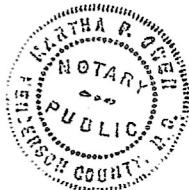
By Bob Huggins
 President

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

This the 6 day of December, 1991, personally appeared before me, the undersigned Notary Public in and for the aforesaid County and State, Bob Huggins, who, being duly sworn, says that he is President of MELBET, 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 Bob Huggins acknowledged the said writing to be the act and deed of said Corporation.

Martha P. Owen
 Notary Public

My commission expires 4-8-96



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

Martha P. Owen

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

Instrument presented for registration and recorded in this office

this 6 day of Dec 1991 at 5:10 P M. in Book 784 Page 55

Robt. H. Malweel Leola Honeycutt

Register of Deeds

(Assistant) (Deputy)

COUNTY OF HENDERSON

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

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W I T N E S S E T H:

WHEREAS, Melbet, Inc. is the owner of lots situate, lying and being in Rambling Ridge; and,

WHEREAS, the said Rambling Ridge, Division III, was made subject to certain restrictive covenants and conditions as will appear by reference to that certain instrument recorded in Deed Book 662, at page 653, in the office of the Register of Deeds for Henderson County; and,

WHEREAS, as hereinbefore stated, Melbet, Inc. is the owner of lots 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 III, 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 III, 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 above-mentioned paragraph of the existing covenants and conditions, and considers 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 recorded in Deed book 662, at page 653, Henderson County Registry, shall be altered and amended in the following particulars, and none other:

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In all other respects, the restrictive covenants and conditions pertinent to Rambling Ridge, Division III, as set out

in that instrument recorded in Deed Book 662, at page 653, Henderson County Registry, and any amendments thereto, shall remain the same.

IN TESTIMONY WHEREOF, the said Melbet, 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.



MELBET, INC.

By

Bob Huggins
President

Asst. Secretary

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

This the 6 day of December, 1991, personally appeared before me, the undersigned Notary Public in and for the aforesaid County and State, Bob Huggins, who, being duly sworn, says that he is President of MELBET, 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 Bob Huggins acknowledged the said writing to be the act and deed of said Corporation.

Martha P. Owen
Notary Public

My commission expires 4-8-96



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

Martha P. Owen

Notary Public (Notaries Public) is/are certified to be correct. This instrument presented for registration and recorded in this office this 6 day of Dec 1991 at 5:10 P. in Book 788 Page 55

Felix H. Maxwell
Register of Deeds

Linda Huggins
(Assistant) (Deputy)