

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

RESTRICTIVE COVENANTS AND  
CONDITIONS FOR RAMBLING  
RIDGE, DIVISION IV

696/  
43

3-24-87

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 IV," 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 IV, their heirs and assigns, that for the development and maintenance of Rambling Ridge, Division IV, 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 IV, 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 IV, 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 IV, 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 IV, 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 IV, 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 written permission of seventy-five percent (75%), in number, of the lot owners in Rambling Ridge, Division IV.

4. Rambling Ridge, Division IV, 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 cinderblock 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 IV, 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. 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 IV, 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 IV. The Sales Office of Melbet, Inc. or its successors is specifically excluded from this covenant.

7. The heated livable floor area provided in each family 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 areas 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 of adjoining state roads, thirty (30) feet from the center line of private roads, 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, a minimum of fifteen (15) feet.

9. All lot owners in Rambling Ridge, Division IV, specifically agree that they will maintain lawns, shrubbery and landscaping in an adequate and responsible 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 IV, 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 IV.

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 IV.

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 IV, for main thoroughfares shall be fifty (50) feet in width, situate twenty-five (25) feet on each side of 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 (51) percent, in number, of the parcels or tracts 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 IV, 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 24 day of March, 1987.

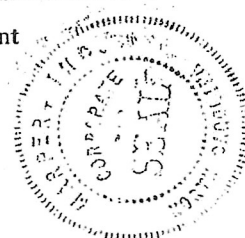
MARPER, INC.

By G. V. Marper

President

ATTEST:

Elizabeth C. Marper  
Secretary



CONVEYED BY THE ORIGINAL OWNER,  
OR RESPONSIBILITY FOR THE SAME  
SHALL HAVE BEEN

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

This the 24 day of March, 1987, 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.

Martha P. Owen

Notary Public

My commission expires April 7, 1991



North Carolina, Henderson County The foregoing certificate 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 2 day of April 1987 at 10:45 M. in Book 696 Page 43

Buddy Maxwell  
Register of Deeds

Valerie P. Constant  
(Assistant) (Deputy)

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

12-17-87

REC. 1-19-88

THIS CONTRACT OF AMENDMENT, Made and entered into this 17th day of December, 1987, 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 IV, 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, Division IV; and,

WHEREAS, The said Rambling Ridge, Division IV, was made subject to certain restrictive covenants and conditions as will appear by reference to that certain instrument recorded in Deed Book 696, at page 43, 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, Division IV, 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 certain 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 IV, 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 IV, and until the lots, 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 696, at page 43, 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 dwelling, or for any other purpose, either temporarily or permanently; provided, however, that this prohibition shall not apply to travel trailers which are (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 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 IV, 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.

No television, radio, or other communication or recreational media signal attractor or magnifier 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, but does prohibit the construction of radio and television towers.

In all other respects, the restrictive covenants and conditions pertinent to Rambling Ridge, Division IV, as set out in that instrument recorded in Deed Book 696, at page 43, 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

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

This the 17th day of December, 1987, 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.



My commission expires 7/8/90

Madeline Brown  
Notary Public

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

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

this 19 day of January, 1988 at 4:05 P. M. in Book 712 Page 489

Ruby H. McFarrell  
Register of Deeds

By: Lacey B. Higgins  
(Assistant) (Deputy)

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

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

THIS CONTRACT OF AMENDMENT, Made and entered into this 24 day of March, 1988, 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 IV, 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, Division IV; and,

WHEREAS, The said Rambling Ridge, Division IV, was made subject to certain restrictive covenants and conditions as will appear by reference to that certain instrument recorded in Deed Book 696, at page 43, in the office of the Register of Deeds for Henderson County; and,

WHEREAS, The said restrictive covenants and conditions were amended by that certain instrument recorded in Deed Book 712, at page 489, in the office of the Register of Deeds for Henderson County, wherein the contents of the restrictive covenant known and designated as "5" were altered; and,

WHEREAS, As hereinbefore stated, Marper, Inc. is still the owner of the greater number of lots and tracts situate in Rambling Ridge, Division IV, 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 certain 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 IV, 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 IV, and until the lots, 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 696, at page 43, Henderson County Registry, and as appearing in that amendment thereto as recorded in Deed Book 712, at page 489, also of the 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 dwelling, or for any other purpose, either temporarily or permanently; provided, however, that this prohibition shall not apply to travel trailers which are 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 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 IV, 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.

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, television or other communication or recreational media signal, but does prohibit the construction of radio and television towers.

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 of adjoining state roads, thirty (30) feet from the center line of private roads, and shall be at least twenty (20) feet from the back lines, provided, however, that any appurtenant structures placed upon Lot 41, Section IV, as shown on plat recorded in Plat Cabinet A, at Slide 281A, in the nature of outbuildings, gazebos, verandas, swimming pools, and other structures and buildings of a like nature may be placed upon and adjacent to the back line or northwest line, and the limitation of twenty (20) feet, hereinbefore appearing, shall have no application to this particular lot or building site. 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, a minimum of fifteen (15) feet.

In all other respects, the restrictive covenants and conditions pertinent to Rambling Ridge, Division IV, as set out in that instrument recorded in Deed Book 696, at page 43, Henderson County Registry, and as amended in Deed Book 712, at page 489, also in the 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:

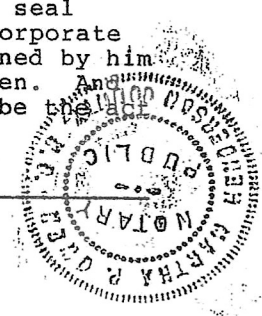
Elizabeth P. Marien  
Secretary

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North Carolina

STATE OF ~~FLORIDA~~, COUNTY OF Henderson

This the 24 day of March, 1988, 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.

Martha P. Owen  
Notary Public

My commission expires April 7, 1991

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 24 day of March 1988 at 2:50 P. in Book 76 Page 246

John H. Maxwell  
Register of Deeds

By: [Signature]  
(Assistant)

[Signature]  
(Deputy)



385  
11-27-89 REC.  
Filed and recorded in the Register of Deeds Office for Henderson County, N. C. this 21 day of Nov., 1989 at 9:20 o'clock, A.M. in Book 748 at page 385

Ruby H. Maxwell  
Register of Deeds

By: Sharon S. Hardin,  
Deputy

Excise Tax \$38.00

Recording Time, Book and Page

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

Mail after recording to Theron E. Mullinax, Jr.

This instrument was prepared by Randolph C. Romeo

Brief description for the Index

Lot 12, Sky Lake Estates

## NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 21st day of November, 1989, by and between

GRANTOR

GRANTEE

JAMES G. KESSARIS and wife  
MARGARET J. KESSARIS

CLARK B. WILSON and wife,  
ANNA LEE WILSON

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 \_\_\_\_\_, Hendersonville Township,

Henderson County, North Carolina and more particularly described as follows:

BEGINNING at the beginning point of that property described in Deed recorded in Deed Book 530, at Page 457, of the Henderson County, North Carolina, Registry; running thence South 44 deg. 22 min. 10 sec. West 210.78 feet to an iron pin; thence, North 6 deg. 23 min. 06 sec. West 266.70 feet to an iron pin; thence, North 89 deg. 43 min. 25 sec. East 207.0 feet to a point in the approximate center of Sky Lake Circle, a 60 foot right of way, thence with the approximate center of said right of way, South 5 deg. 27 min. 20 sec. West 94.36 feet to the BEGINNING, and being Lot 12 of Sky Lake Estates.

There is conveyed to the Grantees herein, their heirs and assigns, a non-exclusive right of way over and along the right of way known as Sky Lake Circle, the right of way known as Sky Lake Drive, and the 30 foot access road serving the above-described property, along with all of the roads serving the said Sky Lake Estates Subdivision property as a means of ingress, egress and regress to and from Turley Falls Road and Davis Mountain Road, all of the above access roads being shown on the plat of Sky Lake Estates Subdivision property, prepared by William Patterson, R.L.S., dated September, 1972.

The property hereinabove described was acquired by Grantor by instrument recorded in .....  
 ..... Deed Book 664, Page 261, and Deed Book 666, Page 557

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:

Subject to easements and restrictions of record.

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.

\_\_\_\_\_  
 (Corporate Name)  
 BY: \_\_\_\_\_  
 \_\_\_\_\_ President  
 ATTEST: \_\_\_\_\_  
 \_\_\_\_\_ Secretary (Corporate Seal)

USE BLACK INK ONLY

*James G. Kessaris* (SEAL)  
 JAMES G. KESSARIS

\_\_\_\_\_  
 (SEAL)

*Margaret J. Kessaris* (SEAL)  
 MARGARET J. KESSARIS

\_\_\_\_\_  
 (SEAL)



NORTH CAROLINA, Henderson County.

I, a Notary Public of the County and State aforesaid, certify that  
 JAMES G. KESSARIS and MARGARET J. KESSARIS Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 21st day of November, 1989.

My commission expires: 7-14-91 *Ruth Good* Notary Public

SEAL-STAMP

NORTH CAROLINA, \_\_\_\_\_ County.

I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ he is \_\_\_\_\_ Secretary of

personally came before me this day and acknowledged that \_\_\_\_\_ 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 Ruth Good

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.

*Ruby H. Maxwell* REGISTER OF DEEDS FOR Henderson COUNTY

By *Sharon A. Hardin* Deputy/Assistant - Register of Deeds

→ Morris

387

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

AMENDMENT TO DECLARATION OF  
RESTRICTIVE COVENANTS FOR  
RAMBLING RIDGE, DIVISION IV

THIS AMENDMENT, made and executed this 27th day of November, 1989, by MARPER, INC., a North Carolina corporation, referred to hereinafter as "Developer", on behalf of itself, its grantees, its successors, and its assigns:

W I T N E S S E T H:

THAT WHEREAS, the Developer, is the Developer of certain real property known as "Rambling Ridge, Division IV", a plat of which real property appears recorded in Plat Cabinet A, Slide 289 (and as said plat is revised in Plat Cabinet A, Slide 397) of the Henderson County Registry, reference to which plat is hereby made; and

WHEREAS, the Developer has caused certain restrictive covenants and limitations and uses of Rambling Ridge, Division IV to be placed on record as appears in Deed Book 696, at Page 43 of the Henderson County Registry; and

WHEREAS, said restrictive covenants have been amended by instruments recorded in Deed Book 712, at Page 489 and in Deed Book 716, at Page 246 of the Henderson County Registry, and

WHEREAS, the Developer does hereby desire to make certain amendments to said restrictive covenants and limitations and uses of Rambling Ridge, Division IV, such amendment being made pursuant to Paragraph 2 of said restrictive covenants;

NOW, THEREFORE, THE DEVELOPER DOES HEREBY MAKE, PUBLISH AND DECLARE THE FOLLOWING TO BE AN AMENDMENT TO THOSE RESTRICTIVE COVENANTS AND LIMITATIONS AND USES OF RAMBLING RIDGE, DIVISION IV AS RECORDED IN DEED BOOK 696, AT PAGE 43 OF THE HENDERSON COUNTY REGISTRY:

The Developer hereby waives enforcement of the set-back provisions as set forth in Paragraph 8 of said restrictive covenants as the same apply to Lot 1 of Rambling Ridge, Division IV, said lot appearing on the above-referred to plat of Rambling Ridge, Division IV. This waiver shall apply only to that residence structure presently located on the said Lot 1 as shown on plat of survey prepared by Clarence Jenkins, RLS, dated November 16, 1989, and labeled Job No. 89-11-16-231.

IN WITNESS WHEREOF, THE DEVELOPER HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS PROPER OFFICERS, AND ITS CORPORATE SEAL AFFIXED HERETO.



ATTEST:

Barbara J. Darden  
Secretary

MARPER, INC., a NC corporation

BY: C. V. Morris  
PRESIDENT

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

I, a Notary Public of the County and State aforesaid, certify that Barbara J. Darden personally appeared before me this day and acknowledged that she is the Assistant Secretary of MARPER, INC., 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 President, sealed with its corporate seal and attested by her as its assistant Secretary. Witness my hand and official stamp or seal this 27 day of November, 1989.

Martha P. Owen  
Notary Public

My commission expires: April 7, 1991



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 27 day of November 1989 at 12:40 PM, in Book 748 Page 387

Ruby N. Maswell  
Register of Deeds

Shirley Hollingsworth  
(Assistant) (Deputy)

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

762/647

8-23-88  
Recorded 8-28-90

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

THIS CONTRACT OF AMENDMENT, Made and entered into this 23rd day of August, 1990, 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 IV, 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, Division IV; and,

WHEREAS, The said Rambling Ridge, Division IV, was made subject to certain restrictive covenants and conditions as will appear by reference to that certain instrument recorded in Deed Book 696, at page 43, in the office of the Register of Deeds for Henderson County; and,

WHEREAS, The said restrictive covenants and conditions were amended by that certain instrument recorded in Deed Book 712, at page 489, in the office of the Register of Deeds for Henderson County, wherein the contents of the restrictive covenant known and designated as "5" were altered; and,

WHEREAS, The said restrictive covenants and conditions were further amended by that certain instrument recorded in Deed Book 716, at page 246, in the office of the Register of Deeds for Henderson County, wherein the contents of the restrictive covenants known and designated as "5" and "8" were altered and amended; and,

WHEREAS, As hereinbefore stated, Marper, Inc. is still the owner of the greater number of lots and tracts situate in Rambling Ridge, Division IV, 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 certain 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 IV, 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 IV, and until the lots, 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 originally recorded in Deed Book 696, at page 43,

Henderson County Registry, and as thereafter amended and appearing as amended in Deed Book 712, at page 489, and Deed Book \_\_\_\_\_, at page \_\_\_\_\_, also of the 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 of adjoining state roads, thirty (30) feet from the center line of private roads, and shall be at least twenty (20) feet from the back lines, provided, however, that any appurtenant structures placed upon Lot 41, Section IV, as shown on plat recorded in Plat Cabinet A, at Slide 281A, in the nature of outbuildings, gazebos, verandas, swimming pools and other structures and buildings of a like nature may be placed upon and adjacent to the back line or northwest line, and the limitation of twenty (20) feet, hereinbefore appearing, shall have no application to this particular lot or building site; and, provided further, that the limitations hereinbefore appearing, as set forth in the amendments or the original restrictive covenants and conditions, shall have no application to Lot 45, Section 4, of Rambling Ridge, as shown on plat recorded in Slide 488, in the office of the Register of Deeds for Henderson County, and any dwelling or residence placed upon and located thereon shall have a setback line of thirty (30) feet from the center of the adjoining state roads, or private roads, and shall have a setback line of ten (10) feet from the side lines between Lot 45 and the well house lot as indicated on the aforementioned plat. 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, a minimum of fifteen (15) feet.

In all other respects, the restrictive covenants and conditions pertinent to Rambling Ridge, Division IV, as set out in that instrument recorded in Deed Book 696, at page 43, Henderson County Registry, and as amended in Deed Book 712, at page 489, and as further amended in Deed Book \_\_\_\_\_, at page \_\_\_\_\_, also in the 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 corporate seal, on the day and year first above written.



MARPER, INC.

By

C. V. Marper  
President

STATE OF NORTH CAROLINA, COUNTY OF Henderson

This the 23 day of August, 1988, 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.

Madine Brown  
Notary Public

My commission expires 7/8/95



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

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

instrument presented for registration and recorded in this office

this 28 day of August 1990 at 4:10 P. in Book 162 Page 647

Baby H. Madwell  
Register of Deeds

By Patsy B. Higgins  
(Assistant) (Deputy)

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

778/  
867

rec. 7-10-91

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

10th THIS CONTRACT OF AMENDMENT, Made and entered into this day of July, 1991, 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 IV, 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, Division IV; and,

WHEREAS, The said Rambling Ridge, Division IV, was made subject to certain restrictive covenants and conditions as will appear by reference to that certain instrument recorded in Deed Book 696, at page 43, in the office of the Register of Deeds for Henderson County; and,

WHEREAS, The restrictive covenants and conditions were amended by instruments successively recorded in Deed Book 712, at page 489, Deed Book 716, at page 246, and Deed Book 762, at page 647, all of the Henderson County Registry; and,

WHEREAS, As hereinbefore stated, Marper, Inc. is still the owner of the greater number of lots and tracts situate in Rambling Ridge, Division IV, 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 certain 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 IV, 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 IV, and until the lots, 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 originally recorded in Deed Book 696, at page 43, Henderson County Registry, and as thereafter amended and appearing as amended in Deed Book 712, at page 489, and Deed Book 716, at page 246, and Deed Book 762, at page 647, all of the 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 of adjoining state roads, thirty (30) feet from the center line of private roads, and shall be at least twenty (20) feet from the back lines, provided, however, that any appurtenant structures placed upon Lot 41, Section IV, as shown on plat recorded in Plat Cabinet A, at Slide 281A, in the nature of outbuildings, gazebos, verandas, swimming pools and other structures and buildings of a like nature may be placed upon and adjacent to the back line or northwest line, and the limitation of twenty (20) feet, hereinbefore appearing, shall have no application to this particular lot or building site; and, provided further, that the limitations hereinbefore appearing, as set forth in the amendments or the original restrictive covenants and conditions, shall have no application to Lot 45, Section 4, of Rambling Ridge, as shown on plat recorded in Slide 488, and Lots 34, 37 and 43, Section 4, of Rambling Ridge, as shown on plat recorded in \_\_\_\_\_, in the office of the Register of Deeds for Henderson County, and any dwelling or residence placed upon and located thereon shall have a setback line of thirty (30) feet from the center of the adjoining state roads, or private roads, and shall have a setback line of ten (10) feet from the side lines between Lot 45 and the well house lot as indicated on the aforementioned plat. 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, a minimum of fifteen (15) feet.

In all other respects, the restrictive covenants and conditions pertinent to Rambling Ridge, Division IV, as set out in that instrument recorded in Deed Book 696, at page 43, Henderson County Registry, and as amended in Deed Book 712, at page 489, and as further amended in Deed Book 716, at page 246, also in the 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 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 10 day of July, 1991, 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.

*Martha P. Owen*  
Notary Public

Martha P. Owen

My commission expires April 7, 1996

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

Notary Public (Notaries Public) is/are certified to be correct. This  
 Instrument presented for registration and recorded in this office  
 this 10 day of July 1991 at 10:30 A.M. in Book 778 Page 867  
Ruby A. Maxwell Leslie Stone Carr  
 Register of Deeds (Assistant) (Deputy)



→ 1 Marper enc  
 206 Laurel Oak Dr  
 27066, N.C. 28737

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

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

THIS CONTRACT OF AMENDMENT, Made and entered into this 13 day of September, 1991, 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 IV, 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, Division IV; and,

WHEREAS, The said Rambling Ridge, Division IV, was made subject to certain restrictive covenants and conditions as will appear by reference to that certain instrument recorded in Deed Book 696, at page 43, in the office of the Register of Deeds for Henderson County; and,

WHEREAS, The restrictive covenants and conditions were amended by instruments successively recorded in Deed Book 712, at page 489, Deed Book 716, at page 246, Deed Book 762, at page 647, and Deed Book 778, at page 867, all of the Henderson County Registry; and,

WHEREAS, As hereinbefore stated, Marper, Inc. is still the owner of the greater number of lots and tracts situate in Rambling Ridge, Division IV, 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 certain 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 IV, 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 IV, and until the lots, 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 originally recorded in Deed Book 696, at page 43, Henderson County Registry, and as thereafter amended and appearing as amended in Deed Book 712, at page 489, and Deed Book 716, at page 246, Deed Book 762, at page 647, and Deed Book 778, at page 867, all of the Henderson County Registry, shall be altered and amended in the following particulars, and none other:

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 IV, for main thoroughfares shall be fifty (50) feet in width, situate twenty-five (25) feet on each side of the centerline 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 (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 IV, as set out in that instrument recorded in Deed Book 696, at page 43, Henderson County Registry, and as amended in Deed Book 712, at page 489, Deed Book 716, at page 246, Deed Book 762, at page 647, and Deed Book 778, at page 867, all in the 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 corporate seal, on the day and year first above written.

MARPER, INC.

By

*C. V. Marper*  
President

ATTEST:

*Barbara Rarden*  
Asst. Secretary



## STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

This the 23 day of September, 1991, 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.

Marta P. Owen  
Notary Public

My commission expires April 8, 1996



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

Marta P. Owen

Notary Public (Notaries Public) is/are certified to be correct. This instrument presented for registration and recorded in this office this 24 day of Sept, 1991 at 6:45 P.M. in Book 183 Page 125

Robert A. Maxwell

Arden H. Hoot

Register of Deeds

(Assistant) (Deputy)



STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

800/

595

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

THIS AMENDMENT, made and entered into this 23rd day of June, 1992 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 IV, 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 lots situate, lying and being in Rambling Ridge, Division IV; and,

WHEREAS, the said Rambling Ridge, Division IV, was made subject to certain restrictive covenants and conditions as will appear by reference to that certain instrument recorded in Deed Book 696, at Page 43, in the office of the Register of Deeds for Henderson County; and,

WHEREAS, the said restrictive covenants were amended by instruments recorded in Deed Book 712 at Page 489 and Deed Book 716 at Page 246, both in the Henderson County Registry; and

WHEREAS, as hereinbefore stated, Marper, Inc. is still the owner of lots and tracts situate in Rambling Ridge, Division IV, 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 certain 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 IV, 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 IV, and until the lots, 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 structure already erected, or to be erected,

NOW, THEREFORE, the restrictive covenants recorded in Deed Book 696 at Page 43 in the Henderson County Registry are hereby amended as they pertain to Lot 5 of Section IV of Rambling Ridge as shown on the plat recorded in Plat Slide 1315 in the Henderson County Registry in that the setback provisions in Paragraph 8 of the restrictive covenants are hereby amended to read as follows:

8. Each residence must be located at least thirty (30) feet from the lot line that is located in the margin of state or private roads fronting the property and shall be at least (20) 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, a minimum of fifteen (15) from any lot line.

THIS AMENDMENT, for Lot 5, is being made to accommodate the fact that the actual locations of the roadway were altered after the house was under construction. This amendment is also being made due to the fact that the house location is in material compliance with the initial intent of the restrictive covenants as originally recorded.

EXCEPT as modified by this amendment, the restrictive covenants and conditions for Rambling Ridge, Division IV, as recorded in Deed Book 696 at Page 43 and as amended of record in the Henderson County Registry, remain in full force and effect.

DATED this 23rd day of June, 1992.

MARPER, INC.

BY: *A. V. Marien*  
President



*Elizabeth C. Marien*  
Secretary

NORTH CAROLINA  
HENDERSON COUNTY  
BUNCOMBE

This the 23rd day of June, 1992, 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.

My commission expires: \_\_\_\_\_

My Commission Expires November 30, 1994

*Barbara J. Nader*  
Notary Public



North Carolina, Henderson County The foregoing certificate(s) of *Barbara J. Nader*

Notary Public (Notaries Public) is/are certified to be correct. This instrument presented for registration and recorded in this office this 24 day of June, 1992 at 1:30 P.M. in Book 800 Page 575

*Robt. A. Maxwell*  
Register of Deeds

*Gerda H. Gatt*  
(Assistant) (Deputy)

Div IV 4

E. 155

July 1992  
(15)

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

AMENDMENT TO RESTRICTIVE COVENANTS AND CONDITIONS  
RAMBLING RIDGE, DIVISION IV

THIS CONTRACT OF AMENDMENT, made and entered into this 15th day of July, 1992, by MELBET, 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 IV, 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 the larger portion of all the tracts and lots situate, lying and being in Rambling Ridge, Division IV; and,

WHEREAS, the said Rambling Ridge, Division IV, was made subject to certain restrictive covenants and conditions as will appear by reference to that certain instrument recorded in Deed Book 696, at Page 43, in the Office of the Register of Deeds for Henderson County; and,

WHEREAS, the said restrictive covenants and conditions were amended by those certain instruments recorded in Deed Book 712, at Page 489, and Deed Book 716, at Page 246, in the Office of the Register of Deeds for Henderson County; and,

WHEREAS, as hereinbefore stated, MELBET, Inc. is still the owner of the greater number of lots and tracts situate in Rambling Ridge, Division IV, 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 certain covenant known and designated as "2"; and,

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,

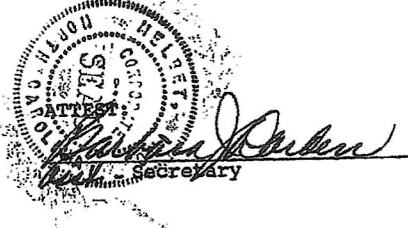
NOW, THEREFORE, the said restrictive covenants and conditions as originally recorded and amended as referenced above, shall be altered and amended in the following particulars, and none other:

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

Any dwelling or residence placed upon Lot 45, Section 4, of Rambling Ridge, as shown on plat recorded in Slide 1333, in the Office of the Register of Deeds for Henderson County, North Carolina, shall have a setback line of twenty-five (25) feet from the center of the adjoining state roads, or private roads.

In all other respects, the restrictive covenants and conditions pertinent to Rambling Ridge, Division IV 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 corporate seal, on the day and year first above written.



MELBET, INC.

By: *W. D. Martin* *V. Pres*

## STATE OF NORTH CAROLINA

## COUNTY OF HENDERSON

This the 15 day of July, 1992, 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 the 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 A. V. MARIEN acknowledged the said writing to be the act and deed of said CORPORATION.

Martha P. Owen  
Notary Public

My Commission Expires:

April 7, 1996



North Carolina, Henderson County

The foregoing certificate of Martha P. Owen  
Notary Public is certified to be correct. This instrument  
presented for registration and recorded in this office this  
20 day of July, 1992 at 10:47 A M. in  
Book 802 Page 155

Julius H. Maxwell  
Register of Deeds

By: Linda Jones Crett  
(Assistant) (Deputy)

July 15, 1992

154

NORTH CAROLINA  
HENDERSON COUNTY

RECORD OF SUBSTITUTE TRUSTEE  
(G.S. 161-14.1)

A Substitute Trustee has been appointed in that certain Deed of Trust described as follows:

Recorded in Deed of Trust Book 258 Page 639.

Grantors: Carlos Maness and Sue G. Maness

Trustee: James O. Buchanan

Beneficiary: United States of America acting through Farmers  
Home Administration

Substitution of this Trustee was recorded in Deed Book 802  
Page 153 on the 20 day of July, 1992.

Ruby H. Maxwell  
RUBY H. MAXWELL  
Register of Deeds

Patricia B. Higgins  
By: Assistant/Deputy

Form RD#3  
(rst)

Filed and recorded in the Register of Deeds Office to:  
Henderson County, N. C. this 20 day of July 1992  
at 11:10 o'clock A.M. in Book 802 at page 154

Ruby H. Maxwell  
Register of Deeds  
By: Patricia B. Higgins deputy

Nov 22, 2005  
REC. 11-22-2005  
Prepared by Return to Coiner & Harrelson, P.A.

**STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON**

**Amendment to the Restrictive Covenants for  
"Rambling Ridge, Section IV" originally recorded at  
Deed Book 696, Page 43 and Lots platted at Plat  
Cabinet A, Slides: 281-A, 289, 289-A, 306-A, Slide 3466  
and any prior or subsequent plats.**

NOW COMES The Community Foundation of Henderson County, Inc., successor to the Developer, and amends and partially restates the Restrictive Covenants of Rambling Ridge Subdivision, Section IV (sometimes referred to as Division IV, but stated as Section IV herein) as herein provided:

WHEREAS, by deeds recorded at Deed Book 1067 at Page 359 and Book 1169 at Page 136, Henderson County Registry, The Community Foundation of Henderson County, Inc. was conveyed all of the original Developer's remaining interest in the subdivision to enable The Community Foundation of Henderson County, Inc. to act as the original Developer's successor in interest; and

WHEREAS, the Restrictive Covenants provide in paragraph three that "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

WHEREAS, the rights reserved for the Developer, its heirs and assigns, in restrictive covenant No. 2 above mentioned state that "It is understood and agreed that these restrictive covenants and conditions shall not be obligatory and binding on A. Vincent Marien, Trustee, and Elizabeth C. Marien, Trustee, the original developers of Rambling Ridge, Section IV, or their heirs and assigns, for so long a period of time as the said developers shall have an interest in any portion or part of Rambling Ridge, Section IV, and until the lot, tract or portion thereof has been sold and conveyed by the said developers;" and

WHEREAS, the rights reserved for the Developer, its heirs and assigns, in restrictive covenant No. 2 above mentioned include the right to "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, Section IV, 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;" and

WHEREAS, Restrictive Covenant paragraph No. 14 provides "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 situate in Rambling Ridge, Section IV, provided the original developer may alter or amend the restrictive covenants and conditions or the lot lines of tracts by the authority hereinbefore reserved;" and

WHEREAS, the Grantor herein is the successor to the original Developer as provided in the Restrictive Covenants and further is the owner of Lot 23 of Rambling Ridge, Section IV; and

WHEREAS, to facilitate the rational and productive development of lots within Rambling Ridge, Section IV, which have not yet been improved, the Developer has determined it to be in the best interest of the development and the owners of lots therein to arrange for the re-platting of certain lot lines and the adjustment of certain set-back requirements to provide adequate building sites within the subdivision; and

WHEREAS, the Developer has sold or contracted to sell its remaining lots in Rambling Ridge, Section IV; and

WHEREAS, as of the date of this instrument, no legally constituted association of property owners exists to act as a successor to the Developer; and

WHEREAS, there may arise issues related to lot lines, building setbacks, architectural review, or other matters related to the interpretation and/or enforcement of the Restrictive Covenants of Rambling Ridge, Section IV; and

WHEREAS, as successor to the original Developer, The Community Foundation of Henderson County, Inc., deems it to be in the best interest of the owners within the subdivision to extend the authority of the Developer for a reasonable time to accomplish the intent of the original Restrictive Covenants and Conditions and further deems a period of five years from the date of recording of this instrument to be a reasonable time for these purposes; and

WHEREAS, The Community Foundation of Henderson County, Inc. as Developer has determined that these modifications to the Restrictive Covenants and Conditions of the subdivision will benefit all owners of Rambling Ridge, Section IV, by providing for the complete development of the subdivision and continuity with the original plan for development of the subdivision.

NOW THEREFORE, The Community Foundation of Henderson County, Inc., successor to the Developer, does hereby amend and restate the Restrictive Covenants and Conditions of Rambling Ridge Subdivision, Section IV, originally recorded in Deed Book 696 at Page 43, and as amended, in the Henderson County Registry, as follows:

I. The restriction known and designated as "3," is altered and amended so as to read as follows:

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 elsewhere in these covenants), 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 written permission of seventy-five percent (75%) in number of the lot owners in Rambling Ridge, Section IV.

Notwithstanding the foregoing restriction, it shall be permissible, without the written permission of other lot owners, for the owner of multiple adjoining lots to recombine and replat such lots (within the guidelines of the county subdivision ordinance) to allow for the reasonable development of said lots consistent with these restrictions. It is further permissible for adjoining lot owners to adjust their common boundary lines either by recorded plat or boundary line agreement.

II. The Restrictive Covenants and Conditions are amended by adding the following:

15. For a period of five years from the date of recording of this Amendment, The Community Foundation of Henderson County, Inc., as successor to the Developer, shall:

- a. Continue to have the authority to review and approve all exterior plans and specifications in accordance with paragraph 4 of the Restrictive Covenants and Conditions.
- b. Continue to have the authority to waive or amend set-back requirements and to adjust lot boundary lines as set out in paragraphs 2 and 14 of the Restrictive Covenants and Conditions.

Nothing contained herein shall prohibit The Community Foundation of Henderson County, Inc. from assigning these reserved rights or other retained Developer rights to a duly constituted legal entity comprised of the property owners of Rambling Ridge, Section IV.

WITNESS our hands and seals this the 22 day of November, 2005.

The Community Foundation of Henderson County, Inc.

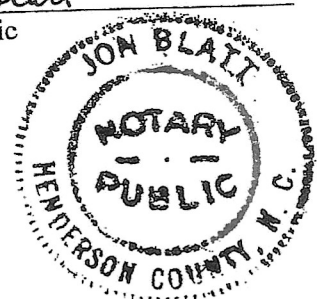
By: [Signature]  
McCray V. Benson, President

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

I, the undersigned Notary Public of the County and State aforesaid, certify that McCray V. Benson personally came before me this day and acknowledged the he is the President of The Community Foundation of Henderson County, Inc., a North Carolina corporation, and that by authority duly given and as the act of such entity, she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 22<sup>nd</sup> day of November, 2005.

My Commission Expires: 2-2-06

Jon Blatt  
Notary Public



Filed and recorded in the Register of Deeds Office for  
Henderson County, N.C. this 22 day of Nov, 2005  
at 12:37 o'clock P. M. in Book 1252 at page 798

John W. Moler  
Register of Deeds

Prepared by Return to Coiner & Harrelson, P.A. ←

**STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON**

**Amendment to the Restrictive Covenants for  
"Rambling Ridge, Section IV" originally recorded at  
Deed Book 696, Page 43 and Lots platted at Plat  
Cabinet A, Slides: 281-A, 289, 289-A, 306-A, Slide 3466  
and any prior or subsequent plats.**

NOW COMES The Community Foundation of Henderson County, Inc., successor to the Developer, and amends and partially restates the Restrictive Covenants of Rambling Ridge Subdivision, Section IV (sometimes referred to as Division IV, but stated as Section IV herein) as herein provided:

WHEREAS, by deeds recorded at Deed Book 1067 at Page 359 and Book 1169 at Page 136, Henderson County Registry, The Community Foundation of Henderson County, Inc. was conveyed all of the original Developer's remaining interest in the subdivision to enable The Community Foundation of Henderson County, Inc. to act as the original Developer's successor in interest; and

WHEREAS, the Restrictive Covenants provide in paragraph three that "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

WHEREAS, the rights reserved for the Developer, its heirs and assigns, in restrictive covenant No. 2 above mentioned state that "It is understood and agreed that these restrictive covenants and conditions shall not be obligatory and binding on A. Vincent Marien, Trustee, and Elizabeth C. Marien, Trustee, the original developers of Rambling Ridge, Section IV, or their heirs and assigns, for so long a period of time as the said developers shall have an interest in any portion or part of Rambling Ridge, Section IV, and until the lot, tract or portion thereof has been sold and conveyed by the said developers;" and

WHEREAS, the rights reserved for the Developer, its heirs and assigns, in restrictive covenant No. 2 above mentioned include the right to "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, Section IV, 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;" and

WHEREAS, Restrictive Covenant paragraph No. 14 provides "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 situate in Rambling Ridge, Section IV, provided the original developer may alter or amend the restrictive covenants and conditions or the lot lines of tracts by the authority hereinbefore reserved;" and

WHEREAS, the Grantor herein is the successor to the original Developer as provided in the Restrictive Covenants and further is the owner of Lot 23 of Rambling Ridge, Section IV; and

WHEREAS, to facilitate the rational and productive development of lots within Rambling Ridge, Section IV, which have not yet been improved, the Developer has determined it to be in the best interest of the development and the owners of lots therein to arrange for the re-platting of certain lot lines and the adjustment of certain set-back requirements to provide adequate building sites within the subdivision; and

WHEREAS, the Developer has sold or contracted to sell its remaining lots in Rambling Ridge, Section IV; and

WHEREAS, as of the date of this instrument, no legally constituted association of property owners exists to act as a successor to the Developer; and

WHEREAS, there may arise issues related to lot lines, building setbacks, architectural review, or other matters related to the interpretation and/or enforcement of the Restrictive Covenants of Rambling Ridge, Section IV; and

WHEREAS, as successor to the original Developer, The Community Foundation of Henderson County, Inc., deems it to be in the best interest of the owners within the subdivision to extend the authority of the Developer for a reasonable time to accomplish the intent of the original Restrictive Covenants and Conditions and further deems a period of five years from the date of recording of this instrument to be a reasonable time for these purposes; and

WHEREAS, The Community Foundation of Henderson County, Inc. as Developer has determined that these modifications to the Restrictive Covenants and Conditions of the subdivision will benefit all owners of Rambling Ridge, Section IV, by providing for the complete development of the subdivision and continuity with the original plan for development of the subdivision.

NOW THEREFORE, The Community Foundation of Henderson County, Inc., successor to the Developer, does hereby amend and restate the Restrictive Covenants and Conditions of Rambling Ridge Subdivision, Section IV, originally recorded in Deed Book 696 at Page 43, and as amended, in the Henderson County Registry, as follows:

I. The restriction known and designated as "3," is altered and amended so as to read as follows:

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 elsewhere in these covenants), 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 written permission of seventy-five percent (75%) in number of the lot owners in Rambling Ridge, Section IV.

Notwithstanding the foregoing restriction, it shall be permissible, without the written permission of other lot owners, for the owner of multiple adjoining lots to recombine and replat such lots (within the guidelines of the county subdivision ordinance) to allow for the reasonable development of said lots consistent with these restrictions. It is further permissible for adjoining lot owners to adjust their common boundary lines either by recorded plat or boundary line agreement.

II. The Restrictive Covenants and Conditions are amended by adding the following:

15. For a period of five years from the date of recording of this Amendment, The Community Foundation of Henderson County, Inc., as successor to the Developer, shall:

- a. Continue to have the authority to review and approve all exterior plans and specifications in accordance with paragraph 4 of the Restrictive Covenants and Conditions.
- b. Continue to have the authority to waive or amend set-back requirements and to adjust lot boundary lines as set out in paragraphs 2 and 14 of the Restrictive Covenants and Conditions.

Nothing contained herein shall prohibit The Community Foundation of Henderson County, Inc. from assigning these reserved rights or other retained Developer rights to a duly constituted legal entity comprised of the property owners of Rambling Ridge, Section IV.

WITNESS our hands and seals this the 22 day of November, 2005.

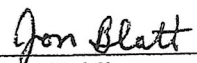
The Community Foundation of Henderson County, Inc.

By. 

McCray V. Benson, President

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

I, the undersigned Notary Public of the County and State aforesaid, certify that McCray V. Benson personally came before me this day and acknowledged the he is the President of The Community Foundation of Henderson County, Inc., a North Carolina corporation, and that by authority duly given and as the act of such entity, she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 22<sup>nd</sup> day of November, 2005.

  
Notary Public

My Commission Expires: 2-2-06

