

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

RESTRICTIVE COVENANTS AND CONDITIONS FOR RAMBLING RIDGE, SECTION V

KNOW ALL MEN BY THESE PRESENTS, That A. VINCENT MARIEN, T/U TRUST AGREEMENT DATED FEBRUARY 19, 1982, and ELIZABETH C. MARIEN, T/U TRUST AGREEMENT DATED FEBRUARY 19, 1982, are the owners of all those certain tracts and parcels of land which have been subdivided and are known and designated as RAMBLING RIDGE, SECTION V, 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 A. Vincent Marien, Trustee, and Elizabeth C. Marien, Trustee, do hereby publish and declare for the information of all parties concerned that they do covenant and agree, on behalf of themselves, their heirs and assigns, with all persons who shall hereafter purchase lots in Rambling Ridge, Section V, their heirs and assign, that for the development and maintenance of Rambling Ridge, Section V, 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, Section V, the subdivision 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, Section V, 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 A. Vincent Marien, Trustee, and Elizabeth C. Marien, Trustee, the original developers of Rambling Ridge, Section V, 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 V, and until the lot, tract or portion thereof has been sold and conveyed by the said developers. It is understood and agreed that the original developers, A. Vincent Marien, Trustee, and Elizabeth C. Marien, Trustee, their heirs and assigns, may alter and amend the recorded plat by the changing of lot lines, rights of way and other means of ingress

original file

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and egress to and from various tracts situate in Rambling Ridge, Section V, 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, Section V.

4. Rambling Ridge, Section V, 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, Section V, shall be submitted to A. Vincent Marien, Trustee, and Elizabeth C. Marien, Trustee, their heirs and assigns, and the written approval of A. Vincent Marien, Trustee, and Elizabeth C. Marien, Trustee, their heirs and assigns, of the projected exterior construction and design 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 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, Section V, 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 A. Vincent Marien, Trustee, and Elizabeth C. Marien, Trustee, and before the expiration of the designated 12-month period, or their designated successors in interest.

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.

6. No commercial structure or any type shall be placed

upon or constructed in Rambling Ridge, Section V.

7. The heated livable floor area provided in each family unit shall not be less than 1800 square feet on one floor, including attached garage, 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, 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, fifteen (15) feet from the side lines, and at least twenty (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.

9. All lot owners in Rambling Ridge, Section V, 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, Section V, 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, Section V.

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, Section V.

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, Section V, 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 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 bordering on such private or spur roads shall reimburse the developers for a pro rata portion of all expenses incurred by them in the maintenance of such roads, which said assessment or maintenance fee shall be computed upon the distribution of the total cost incurred on an equal basis 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 or lots situate in Rambling Ridge, Section V, provided the original developer may alter or amend the restrictive covenants and conditions or the lot lines of tracts by the authority hereinbefore reserved.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals on the day and year first above written.

A. Vincent Marien, Trustee (SEAL)
A. Vincent Marien, T/U Trust Agreement dated
February 19, 1982

Elizabeth C. Marien, Trustee (SEAL)
Elizabeth C. Marien, T/U Trust Agreement dated
February 19, 1982

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, Martha P. Owen, a Notary Public of said County and State, do hereby certify that A. Vincent Marien, Trustee, T/U Trust Agreement dated February 19, 1982, and Elizabeth C. Marien, Trustee, T/U Trust Agreement dated February 19, 1982, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 28 day of
November 1990.

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 28 day of Nov 1990 at 2:00 P.M. in Book 167 Page 113

Ruby H. Maxwell
Register of Deeds

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

Div. V
-9-23-91

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

AMENDMENT TO RESTRICTIVE COVENANTS AND CONDITIONS
FOR RAMBLING RIDGE, SECTION V

THIS CONTRACT OF AMENDMENT, Made and entered into this ^{v3} day of ~~September~~ 1991, by A. VINCENT MARIEN, T/U TRUST AGREEMENT DATED FEBRUARY 19, 1982, and ELIZABETH C. MARIEN, T/U TRUST AGREEMENT DATED FEBRUARY 19, 1982, for their benefit and for the mutual benefit and protection of the other lot owners in Rambling Ridge, Section V, 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, A. Vincent Marien, T/U Trust Agreement dated February 19, 1982, and Elizabeth C. Marien, T/U Trust Agreement dated February 19, 1982, are the owners of the larger portion of all the tracts and lots situate, lying and being in Rambling Ridge, Section V; and,

WHEREAS, The said Rambling Ridge, Section V, was made subject to certain restrictive covenants and conditions as will appear by reference to that certain instrument recorded in Deed Book 767, at page 873, in the office of the Register of Deeds for Henderson County; and,

WHEREAS, As hereinbefore stated, A. Vincent Marien, T/U Trust Agreement dated February 19, 1982, and Elizabeth C. Marien, T/U Trust Agreement dated February 19, 1982, are still the owners of the greater number of lots and tracts situate in Rambling Ridge, Section V, and they desire 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 A. Vincent Marien, Trustee, and Elizabeth C. Marien, Trustee, the original developers of Rambling Ridge, Section V, 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 V, and until the lots, tract or portion thereof has been sold and conveyed by the said developers..."

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

NOW, THEREFORE, The said restrictive covenants and conditions as originally recorded in Deed Book 767, at page 873, 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, Section V, 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, Section V, as set out in that instrument recorded in Deed Book 767, at page 873, Henderson County Registry, shall remain the same.

IN TESTIMONY WHEREOF, The parties hereto have hereunto set their hands and seals on the day and year first above written.

A. Vincent Marien, Trustee (SEAL)
A. Vincent Marien, T/U Trust Agreement dated
February 19, 1982

Elizabeth C. Marien, Trustee (SEAL)
Elizabeth C. Marien, T/U Trust Agreement dated
February 19, 1982

STATE OF NORTH CAROLINA, COUNTY OF BUNCOMBE

I, Barbara J. Darden, a Notary Public of said County and State, do hereby certify that A. Vincent Marien, T/U Trust Agreement dated February 19, 1982, and Elizabeth C. Marien, T/U Trust Agreement dated February 19, 1982, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 23rd day of SEPTEMBER, 1991

Barbara J. Darden Notary Public
My commission expires 7/31/94



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

Barbara J. Darden

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 10:50 AM, in Book 183 Page 128

John A. Maxwell

Erin A. Honegutt

Register of Deeds

(Assistant)

(Deputy)

7 A.V. Maxie
19 Rambler Drive
Hendersonville, N.C. 28734

Dev. II 5
July 29, 1992
I. 581

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

AMENDMENT TO RESTRICTIVE COVENANTS AND CONDITIONS
RAMBLING RIDGE, SECTION V (SECTION 5)

THIS CONTRACT OF AMENDMENT, made and entered into this the 29TH day of July, 1992, by A. VINCENT MARIEN, Trustee under the Trust Agreement dated February 19, 1982, and ELIZABETH C. MARIEN, Trustee under the Trust Agreement dated February 19, 1992, for the mutual benefit and protection of the other lot owners in Rambling Ridge, Section V, situated in Crab Creek Township, Henderson County, North Carolina, which said subdivision is shown on plats duly recorded in the Office of the Register of Deeds for Henderson County:

WITNESSETH:

WHEREAS, A. VINCENT MARIEN, Trustee under the Trust Agreement dated February 19, 1982, and ELIZABETH C. MARIEN, Trustee under the Trust Agreement dated February 19, 1992 are the owners of more than seventy-five percent (75%) of the tracts and lots situate, lying and being in Rambling Ridge, Section V, and,

WHEREAS, the said Rambling Ridge, Section V, was made subject to certain restrictive covenants and conditions as will appear by reference to that certain instrument recorded in Deed Book 767 at Page 873, Henderson County Registry;

WHEREAS, the said restrictive covenants and conditions were amended by that certain instrument recorded in Deed Book 783 at Page 128, Henderson County Registry;

WHEREAS, as hereinabove stated, A. VINCENT MARIEN, Trustee under the Trust Agreement dated February 19, 1982, and ELIZABETH C. MARIEN, Trustee under the Trust Agreement dated February 19, 1992 are the owners of more than seventy-five percent (75%) of the lots and tracts situated in Rambling Ridge, Section V, and they desire 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 "14" of those restrictions recorded in Deed Book 767 at Page 873, Henderson County Registry; and,

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

NOW, THEREFORE, the said restrictive covenants and conditions as originally recorded and amended as referenced above, shall be altered and amended as follows:

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

"Any dwelling or residence placed upon Lot 41, Section 5, of Rambling Ridge, as shown on plat recorded in Slide 1052, in the Office of the Register of Deeds for Henderson County, North Carolina, shall have a setback line of 14.7 feet, rather than 15 feet, from the northeastern side line."

In all other respects, the restrictive covenants and conditions pertinent to Rambling Ridge, Section V, shall remain the same.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands and seals,
on the day and year first above written.

A. Vincent Marien (SEAL) Elizabeth C. Marien (SEAL)
A. VINCENT MARIEN, ELIZABETH C. MARIEN
Trustee under the Trust Agreement Trustee under the Trust Agreement
dated February 19, 1982 dated February 19, 1982

STATE OF NORTH CAROLINA
COUNTY OF ~~HENDERSON~~ BUNCOMBE

I, Barbara J. Darden, a Notary Public of said County and State, do hereby
certify that A. VINCENT MARIEN, Trustee under the Trust Agreement dated February 19,
1982, and ELIZABETH C. MARIEN, Trustee under the Trust Agreement dated February 19,
1992, personally appeared before me this day and acknowledged the due execution of the
foregoing instrument.

WITNESS my hand and notarial seal, this 29th day of July, 1992.



Barbara J. Darden
Notary Public

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

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

Instrument presented for registration and recorded in this office
this 28th day of July, 1992 at 2:30 PM in Book 808, Page 581

Ruby L. Maxwell Anita Dorey
Register of Deeds (Assistant) (Deputy)

Div II 5
4-21-1993

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

AMENDMENT TO THE RESTRICTIVE
COVENANTS AND CONDITIONS FOR
RAMBLING RIDGE - DIVISION V

WHEREAS, Rambling Ridge Subdivision, Division V, a subdivision located in Henderson County, North Carolina, is subject to restrictive covenants recorded in Deed Book 767 at Page 873 in the Henderson County Registry; and

WHEREAS, Paragraph 8 of the Restrictive Covenants provide for setback restrictions governing the location of the house on the lot. Setback restrictions are to be for the benefit of all property owners in the subdivision; and

WHEREAS, Paragraph 8 of the Restrictive Covenants indicates that the topography of a particular lot may require a variation in the setback restrictions setforth in Paragraph 8; and

WHEREAS, the developer reserves the right in Paragraph 2 of the Restrictive Covenants to modify the restrictions as necessary to provide for the development of the subdivision; and

WHEREAS, the topography of Lot 39 of Section V of the Rambling Ridge Subdivision is such that a variation of the setback restrictions is required in order to begin construction of a single family residence in keeping with the nature of other residences constructed in the subdivision.

THEREFORE, KNOW ALL MEN BY THESE PRESENCE, that A. Vincent Marien as Trustee under Trust Agreement dated February 19, 1982, and Elizabeth C. Marien, as Trustee under Trust Agreement dated February 19, 1982 are the developers of Rambling Ridge, Division V, situated in Crab Creek Township, Henderson County, North Carolina, as shown on plats of surveys, which plats are now of record or may be a portion of the record in the office of the Register of Deeds for Henderson County, and pursuant to the rights reserved in Paragraph 2 of the restrictive covenants recorded in Deed Book 767 at Page 873 in the Henderson County Registry, hereby modifies those restrictive covenants as follows:

1. That the setback restrictions for Lot 39 of Section V of Rambling Ridge Subdivision shall be: 37 feet from the center of the adjoining state roads, 30 feet from the center line of private roads, and shall be at least 20 feet from the back lines, and a minimum of 15 feet from the side lines of the lot.

IN WITNESS WHEREOF, the said A. Vincent Marien as Trustee under Trust Agreement dated February 19, 1982 and Elizabeth C. Marien as Trustee under Trust Agreement dated February 19, 1982 have executed this instrument this 19 day of APRIL, 1993.

A. Vincent Marien - Trustee
A. VINCENT MARIEN as Trustee under
Trust Agreement dated February 19, 1982

Elizabeth C. Marien, Trustee
ELIZABETH C. MARIEN as Trustee under
Trust Agreement dated February 19, 1982

STATE OF FLORIDA
COUNTY OF LAKE

I, Rhonda Gray, a Notary Public for said County and State, do hereby certify that A. VINCENT MARIEN as Trustee under Trust Agreement dated February 19, 1982 and ELIZABETH C. MARIEN as Trustee under Trust Agreement dated February 19, 1982 personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 19th day of April, 1993.

My commission expires: 3-4-94

Rhonda L. Gray
Notary Public



North Carolina, Henderson County The foregoing certificate(s) of Rhonda L. Gray

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

Instrument presented for recording and recorded in this office this 21 day of April 1993 at 2:15 P in Book 819 Page 705

Ruby L. Maxwell Chad Jones
Register of Deeds (Assistant) (Deputy)

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

AMENDMENT TO THE RESTRICTIVE
COVENANTS AND CONDITIONS FOR
RAMBLING RIDGE - DIVISION V

Div. V - 5
Jan 20,
1994

WHEREAS, Rambling Ridge Subdivision, Division V, a subdivision located in Henderson County, North Carolina, is subject to restrictive covenants recorded in Deed Book 767 at Page 873 in the Henderson County Registry; and

WHEREAS, Paragraph 8 of the Restrictive Covenants provide for setback restrictions governing the location of the house on the lot. Setback restrictions are to be for the benefit of all property owners in the subdivision; and

WHEREAS, Paragraph 8 of the Restrictive Covenants indicates that the topography of a particular lot may require a variation in the setback restrictions setforth in Paragraph 8; and

WHEREAS, the developer reserves the right in Paragraph 2 of the Restrictive Covenants to modify the restrictions as necessary to provide for the development of the subdivision; and

WHEREAS, the topography of Lot 31 of Section V of the Rambling Ridge Subdivision is such that a variation of the setback restrictions in required in order to begin construction of a single family residence in keeping with the nature of other residences constructed in the subdivision.

THEREFORE, KNOW ALL MEN BY THESE PRESENCE, that A. Vincent Marien as Trustee under Trust Agreement dated February 19, 1982, and Elizabeth C. Marien, as Trustee under Trust Agreement dated February 19, 1982 are the developers of Rambling Ridge, Division V, situated in Crab Creek Township, Henderson County, North Carolina, as shown on plats of surveys, which plats are now of record or may be a portion of the record in the office of the Registrar of Deeds for Henderson County, and pursuant to the rights reserved in Paragraph 2 of the restrictive covenants recorded in Deed Book 767 at Page 873 in the Henderson County Registry, hereby modifies those restrictive covenants as follows:

1. That the setback restrictions for Lot 31 of Section V of Rambling Ridge Subdivision shall be: 40 feet from the center of the adjoining state roads, 30 feet from the center line of private roads, and shall be at least 20 feet from the back lines, and a minimum of 13 feet from the side lines of the lot.

IN WITNESS WHEREOF, the said A. Vincent Marien as Trustee under Trust Agreement dated February 19, 1982 and Elizabeth C. Marien as Trustee under Trust Agreement dated February 19, 1982 have executed this instrument this 20 day of January, 1994.

A. Vincent Marien, Trustee (Seal)
A. VINCENT MARIEN as Trustee under
Trust Agreement dated February 19, 1982

Elizabeth C. Marien, Trustee (Seal)
ELIZABETH C. MARIEN as Trustee under
Trust Agreement dated February 19, 1982

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LAKE COUNTY, GRAND ISLAND, FL.
~~NORTH CAROLINA~~
~~HENDERSON COUNTY~~

I, S. Jean Ceglinski, a Notary Public for said County and State, do hereby certify that A. VINCENT MARIEN as Trustee under Trust Agreement dated February 19, 1982 and ELIZABETH C. MARIEN as Trustee under Trust Agreement dated February 19, 1982, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 20th day of January, 1994.

My commission expires: _____

S. Jean Ceglinski
Notary Public



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

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

Instrument presented for registration and recorded in this office
this 14 day of Jan 1994 at 1:25 PM in Book 837 Page 369

Patricia A. Miller Sylvia J. Strickland
Register of Deeds (Assistant) (Deputy)

4/17/1995
Div. V 5

815

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

AMENDMENT TO THE RESTRICTIVE
COVENANTS AND CONDITIONS FOR
RAMBLING RIDGE - DIVISION V

WHEREAS, Rambling Ridge Subdivision, Division V, a subdivision located in Henderson County, North Carolina, is subject to restrictive covenants recorded in Deed Book 767 at Page 873 in the Henderson County Registry; and

WHEREAS, Paragraph 8 of the Restrictive Covenants provide for setback restrictions governing the location of the house on the lot. Setback restrictions are to be for the benefit of all property owners in the subdivision; and

WHEREAS, Paragraph 8 of the Restrictive Covenants indicates that the topography of a particular lot may require a variation in the setback restrictions setforth in Paragraph 8; and

WHEREAS, the developer reserves the right in Paragraph 2 of the Restrictive Covenants to modify the restrictions as necessary to provide for the development of the subdivision; and

WHEREAS, the topography of Lot 32 of Section V of the Rambling Ridge Subdivision is such that a variation of the setback restrictions is required in order to begin construction of a single family residence in keeping with the nature of other residences constructed in the subdivision.

THEREFORE, KNOW ALL MEN BY THESE PRESENCE, that A. Vincent Marien as Trustee under Trust Agreement dated February 19, 1982, and Elizabeth C. Marien, as Trustee under Trust Agreement dated February 19, 1982, are the developers of Rambling Ridge, Division V, situated in Crab Creek Township, Henderson County, North Carolina, as shown on plats of surveys, which plats are now of record or may be a portion of the record in the office of the Register of Deeds for Henderson County, and pursuant to the rights reserved in Paragraph 2 of the restrictive covenants recorded in Deed Book 767 at Page 873 in the Henderson County Registry, hereby modifies those restrictive covenants as follows:

1. That the setback restrictions for Lot 32 of Section V of Rambling Ridge Subdivision shall be: 40 feet from the center of the adjoining state roads, 30 feet from the center line of private roads, and shall be at least 20 feet from the back lines, and a minimum of 6.5 feet from the side lines of the lot.

IN WITNESS WHEREOF, the said A. Vincent Marien as Trustee under Trust Agreement dated February 19, 1982 and Elizabeth C. Marien as Trustee under Trust Agreement dated February 19, 1982 have executed this instrument this 13 day of APRIL, 1995.

A. Vincent Marien - Trustee
A. VINCENT MARIEN as Trustee under
Trust Agreement dated February 19, 1982

Elizabeth C. Marien, Trustee
ELIZABETH C. MARIEN as Trustee under
Trust Agreement dated February 19, 1982

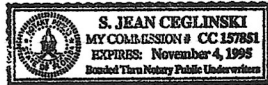
STATE OF FLORIDA
COUNTY OF LAKE

I, S. JEAN CEGLINSKI, Notary Public for said County and State, certify that A. VINCENT MARIEN as Trustee under Trust Agreement dated February 19, 1982 and ELIZABETH C. MARIEN as Trustee under Trust Agreement dated February 19, 1982 personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 13 day of April, 1995.

My commission expires: _____

S. Jean Ceglinski
Notary Public



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

S. Jean Ceglinski
Notary Public (Notaries Public) is/are certified to be correct. This instrument presented for registration and recorded in this office this 17 day of April, 1995, at 10:55 AM in Book 867, page 815.

Neda K Whitlock Enda Horvath
Register of Deeds (Assistant Deputy)

Div. V 5
Jan. 15 1995

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

AMENDMENT TO THE RESTRICTIVE
COVENANTS AND CONDITIONS FOR
RAMBLING RIDGE - DIVISION V

WHEREAS, Rambling Ridge Subdivision, Division V, a subdivision located in Henderson County, North Carolina, is subject to restrictive covenants recorded in Deed Book 767 at Page 873 in the Henderson County Registry; and

WHEREAS, Paragraph 8 of the Restrictive Covenants provide for setback restrictions governing the location of the house on the lot. Setback restrictions are to be for the benefit of all property owners in the subdivision; and

WHEREAS, Paragraph 8 of the Restrictive Covenants indicates that the topography of a particular lot may require a variation in the setback restrictions set forth in Paragraph 8; and

WHEREAS, the developer reserves the right in Paragraph 2 of the Restrictive Covenants to modify the restrictions as necessary to provide for the development of the subdivision; and

WHEREAS, the topography of Lot 42 of Section V of the Rambling Ridge Subdivision is such that a variation of the setback restrictions is required in order to begin construction of a single family residence in keeping with the nature of other residences constructed in the subdivision.

THEREFORE, KNOW ALL MEN BY THESE PRESENCE, that A. Vincent Marien as Trustee under Trust Agreement dated February 19, 1982, and Elizabeth C. Marien, as Trustee under Trust Agreement dated February 19, 1982, are the developers of Rambling Ridge, Division V, situated in Crab Creek Township, Henderson County, North Carolina, as shown on plats of surveys, which plats are now of record or may be a portion of the record in the office of the Register of Deeds for Henderson County, and pursuant to the rights reserved in Paragraph 2 of the restrictive covenants recorded in Deed Book 767 at Page 873 in the Henderson County Registry, hereby modifies those restrictive covenants as follows:

1. That the setback restrictions for Lot 42 of Section V of Rambling Ridge Subdivision shall be: 28 feet from the center of the adjoining state roads, 28 feet from the center line of private roads, and shall be at least 20 feet from the back lines, and a minimum of 13 feet from the side lines of the lot.

IN WITNESS WHEREOF, the said A. Vincent Marien as Trustee under Trust Agreement dated February 19, 1982 and Elizabeth C. Marien as Trustee under Trust Agreement dated February 19, 1982 have executed this instrument this 15th day of July, 1995.

A. Vincent Marien

A. VINCENT MARIEN as Trustee under
Trust Agreement dated February 19, 1982

Elizabeth C. Marien

ELIZABETH C. MARIEN as Trustee under
Trust Agreement dated February 19, 1982

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, William C. Shumway, Notary Public for said County and State, certify that A. VINCENT MARIEN as Trustee under Trust Agreement dated February 19, 1982 and ELIZABETH C. MARIEN as Trustee under Trust Agreement dated February 19, 1982 personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 15th day of July, 1995.

My commission expires: 12/17/96

William C. Shumway
Notary Public

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

William C. Shumway
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, 1996.
at 2:55 PM in Book 888, page 65

Debra Whitlock Prokes
Register of Deeds

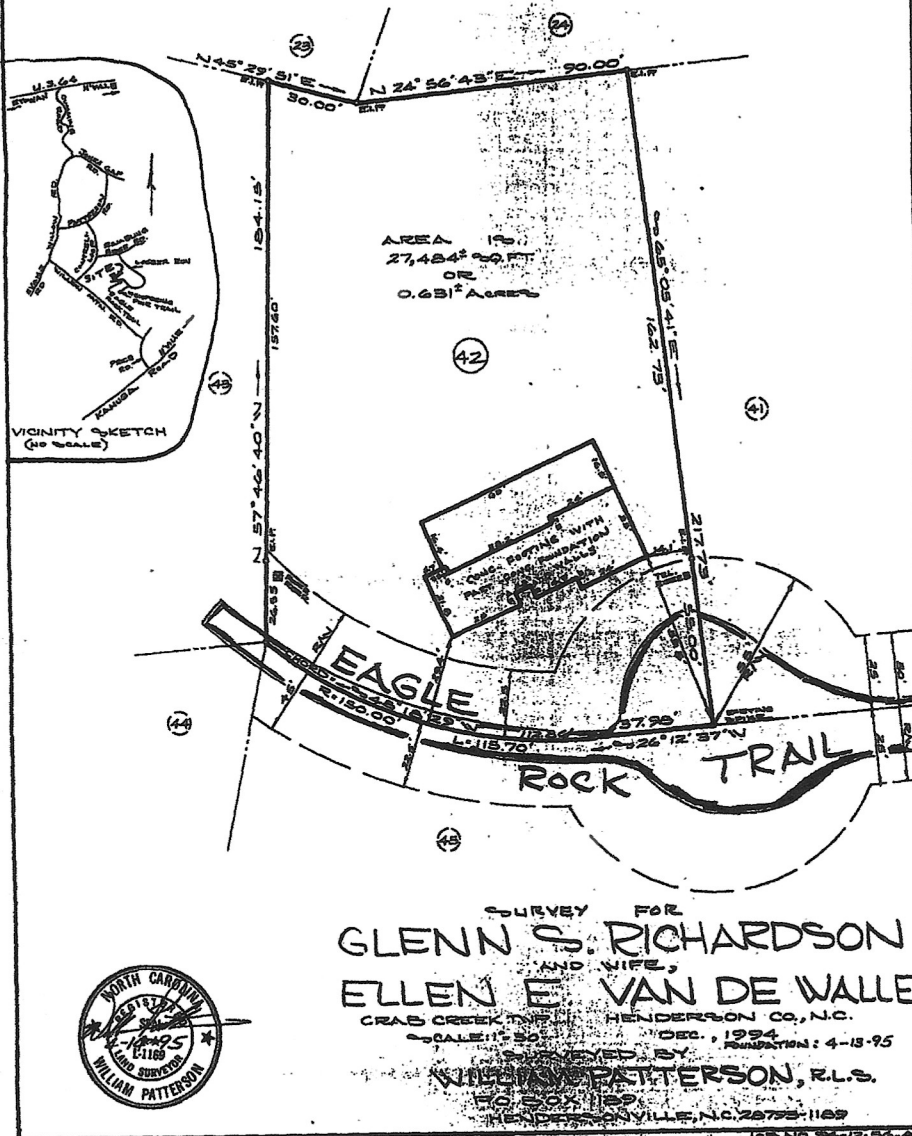
Spide Hargrett
(Assistant Deputy)

NOTE:

- FOR SOURCE OF TITLE SEE DB. 811, P. 277
- BEING LOT 40, SECTION 5, OF RAMBLING RIDGE TRAIL
- SHOWN ON MAP RECORDED IN PLAT 91125
- THIS PROPERTY IS NOT LOCATED IN A DESIGNATED FLOOD PLAIN (MAP 370125 0090 B - DATED 3-1-1982).
- REF. COV: DB. 767, P. 273 - AMEND: DB. 783, P. 128 - DB. 802, P. 581 - DB. 819, P. 705 - DB. 837, P. 369.

067

NORTH
ARROW



Div. II 5

4-17-1995

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

AMENDMENT TO THE RESTRICTIVE
COVENANTS AND CONDITIONS FOR
RAMBLING RIDGE - DIVISION V

WHEREAS, Rambling Ridge Subdivision, Division V, a subdivision located in Henderson County, North Carolina, is subject to restrictive covenants recorded in Deed Book 767 at Page 873 in the Henderson County Registry; and

WHEREAS, Paragraph 8 of the Restrictive Covenants provide for setback restrictions governing the location of the house on the lot. Setback restrictions are to be for the benefit of all property owners in the subdivision; and

WHEREAS, Paragraph 8 of the Restrictive Covenants indicates that the topography of a particular lot may require a variation in the setback restrictions set forth in Paragraph 8; and

WHEREAS, the developer reserves the right in Paragraph 2 of the Restrictive Covenants to modify the restrictions as necessary to provide for the development of the subdivision; and

WHEREAS, the topography of Lot 32 of Section V of the Rambling Ridge Subdivision is such that a variation of the setback restrictions is required in order to begin construction of a single family residence in keeping with the nature of other residences constructed in the subdivision.

THEREFORE, KNOW ALL MEN BY THESE PRESENCE, that A. Vincent Marien as Trustee under Trust Agreement dated February 19, 1982, and Elizabeth C. Marien, as Trustee under Trust Agreement dated February 19, 1982, are the developers of Rambling Ridge, Division V, situated in Crab Creek Township, Henderson County, North Carolina, as shown on plats of surveys, which plats are now of record or may be a portion of the record in the office of the Register of Deeds for Henderson County, and pursuant to the rights reserved in Paragraph 2 of the restrictive covenants recorded in Deed Book 767 at Page 873 in the Henderson County Registry, hereby modifies those restrictive covenants as follows:

1. That the setback restrictions for Lot 32 of Section V of Rambling Ridge Subdivision shall be: 40 feet from the center of the adjoining state roads, 30 feet from the center line of private roads, and shall be at least 20 feet from the back lines, and a minimum of 6.5 feet from the side lines of the lot.

IN WITNESS WHEREOF, the said A. Vincent Marien as Trustee under Trust Agreement dated February 19, 1982 and Elizabeth C. Marien as Trustee under Trust Agreement dated February 19, 1982 have executed this instrument this 13 day of APRIL, 1995.

A. Vincent Marien - Trustee
A. VINCENT MARIEN as Trustee under
Trust Agreement dated February 19, 1982

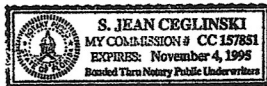
Elizabeth C. Marien, Trustee
ELIZABETH C. MARIEN as Trustee under
Trust Agreement dated February 19, 1982

STATE OF FLORIDA
COUNTY OF LAKE

I, S. JEAN CEGLINSKI, Notary Public for said County and State, certify that A. VINCENT MARIEN as Trustee under Trust Agreement dated February 19, 1982 and ELIZABETH C. MARIEN as Trustee under Trust Agreement dated February 19, 1982 personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 13 day of April, 1995.

My commission expires: _____



S. Jean Ceglinski
Notary Public

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

S. Jean Ceglinski
Notary Public (Notaries Public) is/are certified to be correct. This instrument presented for registration and recorded in this office this 17 day of April, 1995, at 10:55 Am in Book 867, page 815.

Neda K. Whitlock
Register of Deeds

Linda J. Forecure
(Assistant Deputy)

DIV. V 5
4-25-1995STATE OF NORTH CAROLINA
COUNTY OF HENDERSONAMENDMENT TO THE RESTRICTIVE
COVENANTS AND CONDITIONS FOR
RAMBLING RIDGE - DIVISION V

WHEREAS, Rambling Ridge Subdivision, Division V, a subdivision located in Henderson County, North Carolina, is subject to restrictive covenants recorded in Deed Book 767 at Page 873 in the Henderson County Registry; and

WHEREAS, Paragraph 8 of the Restrictive Covenants provide for setback restrictions governing the location of the house on the lot. Setback restrictions are to be for the benefit of all property owners in the subdivision; and

WHEREAS, Paragraph 8 of the Restrictive Covenants indicates that the topography of a particular lot may require a variation in the setback restrictions set forth in Paragraph 8; and

WHEREAS, the developer reserves the right in Paragraph 2 of the Restrictive Covenants to modify the restrictions as necessary to provide for the development of the subdivision; and

WHEREAS, the topography of Lot 42 of Section V of the Rambling Ridge Subdivision is such that a variation of the setback restrictions is required in order to begin construction of a single family residence in keeping with the nature of other residences constructed in the subdivision.

THEREFORE, KNOW ALL MEN BY THESE PRESENCE, that A. Vincent Marien as Trustee under Trust Agreement dated February 19, 1982, and Elizabeth C. Marien, as Trustee under Trust Agreement dated February 19, 1982, are the developers of Rambling Ridge, Division V, situated in Crab Creek Township, Henderson County, North Carolina, as shown on plats of surveys, which plats are now of record or may be a portion of the record in the office of the Register of Deeds for Henderson County, and pursuant to the rights reserved in Paragraph 2 of the restrictive covenants recorded in Deed Book 767 at Page 873 in the Henderson County Registry, hereby modifies those restrictive covenants as follows:

1. That the setback restrictions for Lot 42 of Section V of Rambling Ridge Subdivision shall be: 28 feet from the center of the adjoining state roads, 28 feet from the center line of private roads, and shall be at least 20 feet from the back lines, and a minimum of 13 feet from the side lines of the lot.

IN WITNESS WHEREOF, the said A. Vincent Marien as Trustee under Trust Agreement dated February 19, 1982 and Elizabeth C. Marien as Trustee under Trust Agreement dated February 19, 1982 have executed this instrument this 24 day of APRIL, 1995.

A. Vincent Marien - Trustee
A. VINCENT MARIEN as Trustee under
Trust Agreement dated February 19, 1982

Elizabeth C. Marien, Trustee
ELIZABETH C. MARIEN as Trustee under
Trust Agreement dated February 19, 1982

Sherry

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, William C. Shumway, Notary Public for said County and State, certify that A. VINCENT MARIEN as Trustee under Trust Agreement dated February 19, 1982 and ELIZABETH C. MARIEN as Trustee under Trust Agreement dated February 19, 1982 personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 24th day of April, 1995.

My commission expires: 12/1/96

William C. Shumway
Notary Public



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

William C. Shumway
Notary Public (Notaries Public) is/are certified to be correct. this instrument presented for registration and recorded in this office this 25 day of April, 19 95, at 2:40 P.M. in Book 868, page 413

Nedra K. Whitlock
Register of Deeds

Brenda O. Sexton
(Assistant Deputy)

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

AMENDMENT TO THE RESTRICTIVE
COVENANTS AND CONDITIONS FOR
RAMBLING RIDGE - DIVISION V

WHEREAS, Rambling Ridge Subdivision, Division V, a subdivision located in Henderson County, North Carolina, is subject to restrictive covenants recorded in Deed Book 767 at Page 873 in the Henderson County Registry; and

WHEREAS, Paragraph 8 of the Restrictive Covenants provide for setback restrictions governing the location of the house on the lot. Setback restrictions are to be for the benefit of all property owners in the subdivision; and

WHEREAS, Paragraph 8 of the Restrictive Covenants indicates that the topography of a particular lot may require a variation in the setback restrictions setforth in Paragraph 8; and

WHEREAS, the developer reserves the right in Paragraph 2 of the Restrictive Covenants to modify the restrictions as necessary to provide for the development of the subdivision; and

WHEREAS, the topography of Lot 42 of Section V of the Rambling Ridge Subdivision is such that a variation of the setback restrictions is required in order to begin construction of a single family residence in keeping with the nature of other residences constructed in the subdivision.

THEREFORE, KNOW ALL MEN BY THESE PRESENCE, that A. Vincent Marien as Trustee under Trust Agreement dated February 19, 1982, and Elizabeth C. Marien, as Trustee under Trust Agreement dated February 19, 1982, are the developers of Rambling Ridge, Division V, situated in Crab Creek Township, Henderson County, North Carolina, as shown on plats of surveys, which plats are now of record or may be a portion of the record in the office of the Register of Deeds for Henderson County, and pursuant to the rights reserved in Paragraph 2 of the restrictive covenants recorded in Deed Book 767 at Page 873 in the Henderson County Registry, hereby modifies those restrictive covenants as follows:

1. That the setback restrictions for Lot 42 of Section V of Rambling Ridge Subdivision shall be: 28 feet from the center of the adjoining state roads, 28 feet from the center line of private roads, and shall be at least 20 feet from the back lines, and a minimum of 13 feet from the side lines of the lot.

IN WITNESS WHEREOF, the said A. Vincent Marien as Trustee under Trust Agreement dated February 19, 1982 and Elizabeth C. Marien as Trustee under Trust Agreement dated February 19, 1982 have executed this instrument this 15th day of July, 1995.

A. Vincent Marien

A. VINCENT MARIEN as Trustee under
Trust Agreement dated February 19, 1982

Elizabeth C. Marien

ELIZABETH C. MARIEN as Trustee under
Trust Agreement dated February 19, 1982

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, William C. Shumway, Notary Public for said County and State, certify that A. VINCENT MARIEN as Trustee under Trust Agreement dated February 19, 1982 and ELIZABETH C. MARIEN as Trustee under Trust Agreement dated February 19, 1982 personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 17th day of July, 1995.

My commission expires: 12/17/96

William C. Shumway
Notary Public

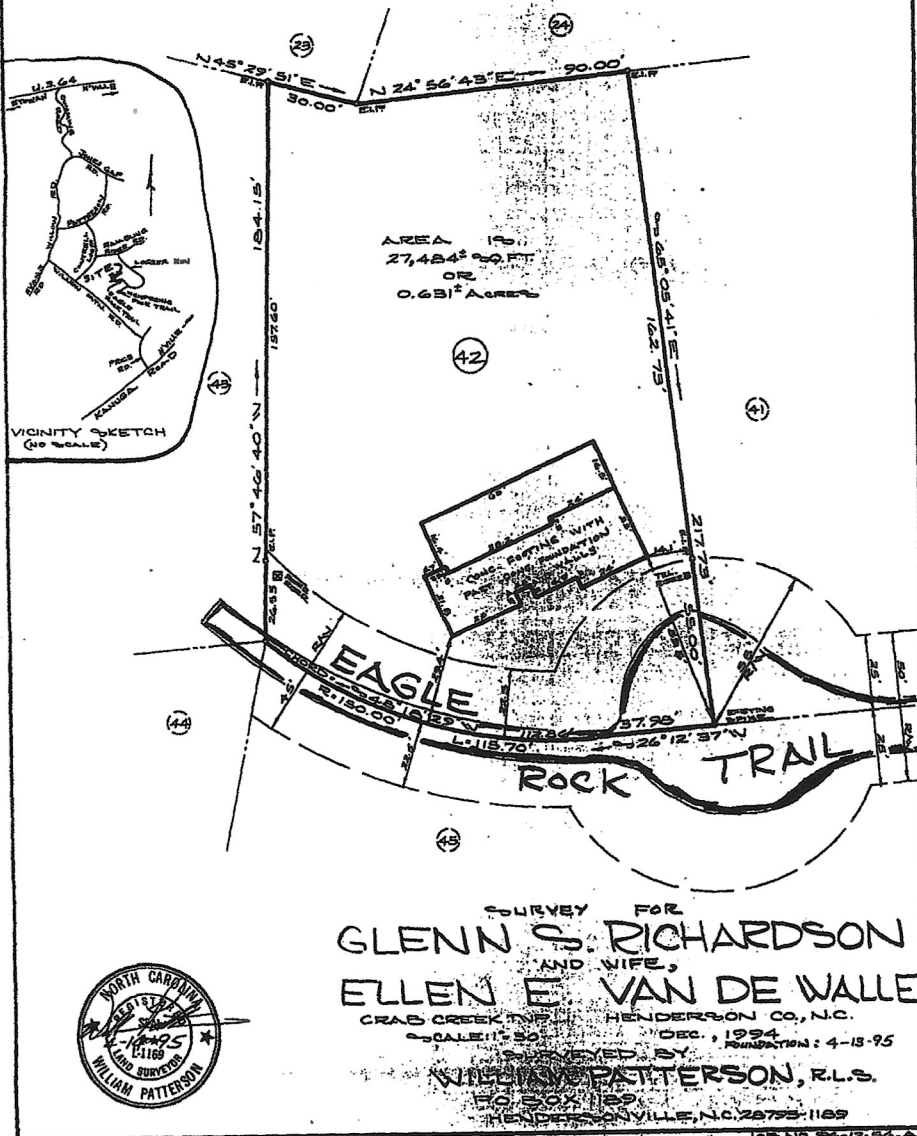
North Carolina, Henderson County The foregoing certificate(s) of
William C. Shumway
Notary Public (Notaries Public) is/are certified to be correct. This
instrument presented for registration and recorded in this office
this 19 day of January, 19 96,
at 2:55 PM in Book 888, page 65
Nedra Whitlock Nolas Linda Hargrett
Register of Deeds (Assistant Deputy)

NOTE:

FOR SOURCE OF TITLE SEE D.B. 811, P. 277.
 - BEING LOT 40, SECTION 5, OF RAMBLING RIDGE TRACT
 - SHOWN ON MAP RECORDED IN PLAT 1062.
 - THIS PROPERTY IS NOT LOCATED IN A DESIGNATED
 FLOOD PLAIN (MAP 370125 0090 E - DATED 3-1-1982).
 - REF. COV.: D.B. 767, P. 873 - AMEND: D.B. 763, P. 128 -
 D.B. 802, P. 581 - D.B. 819, P. 705 - D.B. 837, P. 369.

067

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11197 P 543

Div. V 5
9-8-2004

North Carolina, Henderson County The foregoing certificate(s) of
Jon Blane
Notary Public (Notaries Public) is/are certified to be correct, this
instrument presented for registration and recorded in this office
this 8 day of September, 2004
at 8:00 pm in book 1197, page 543
Richard Moore Lonnie J. J. J. J.
Register of Deeds (Assistant Deputy)

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

**AMENDMENT TO THE
RESTRICTIVE COVENANTS
And CONDITIONS FOR
RAMBLING RIDGE-
DIVISION V**

WHEREAS, Rambling Ridge Subdivision, Division V, a subdivision located in Henderson County, North Carolina, is subject to restrictive covenants recorded in Deed Book 767 at Page 873 in the Henderson County Registry; and

WHEREAS, Paragraph 8 of the Restrictive Covenants provide for setback restrictions governing the location of the house on the lot. Setback restrictions are to be for the benefit of all property owners in the subdivision; and

WHEREAS, Paragraph 8 of the Restrictive Covenants indicates that the topography of a particular lot may require a variation in the setback restrictions setforth in Paragraph 8; and

WHEREAS, the developer reserves the right in Paragraph 2 of the Restrictive Covenants to modify the restrictions as necessary to provide for the development of the subdivision; and

WHEREAS, the topography of Lot 9 of Section V of the Rambling Ridge Subdivision is such that a variation of the setback restrictions is required in order to begin construction of a single family residence in keeping with the nature of other residences constructed in the subdivision.

THEREFORE, KNOW ALL MEN BY THESE PRESENCE, that Priscilla Cantrell, Executive Director of The Community Foundation of Henderson County, Inc., as developer, of Rambling Ridge, Division V, situated in Crab Creek Township, Henderson County, North Carolina, as shown on plats of surveys, which plats are now of record or may be a portion of the record in the office of the Register of Deeds for Henderson County, and pursuant to the rights reserved in Paragraph 2 of the Restrictive Covenants recorded in Deed Book 767 at Page 873 in the Henderson County Registry, hereby modifies those Restrictive Covenants as follows:

1. That the rear setback restrictions for Lot 9 of Section V of Rambling Ridge Subdivision shall be: at least fifteen (15') feet from the back lines.

✓
SOUTHERN HOMES + LAND
303 S. CHURCH ST.
Hv: 116, NC 28792

IN WITNESS WHEREOF, the said Priscilla Cantrell, Executive Director of The Community Foundation of Henderson County, Inc. executed this instrument this 8th day of September, 2004.

THE COMMUNITY FOUNDATION OF HENDERSON COUNTY, INC.

By: Priscilla Cantrell
PRISCILLA CANTRELL, EXECUTIVE DIRECTOR

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, Jon Blatt, a Notary Public for said County and State, do hereby certify that PRISCILLA CANTRELL, as Executive Director of The Community Foundation of Henderson County, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 8th day of September, 2004.

My Commission Expires: 2-2-2006



Jon Blatt
Notary Public

North Carolina, Henderson County. The foregoing certificate(s) of
Edward L. Harrelson
 Notary Public (Notary Public) is/are certified to be correct, this
 instrument presented for registration and recorded in this office
 this 22 day of August, 20 05
 at 11:46 in book 1240, page 300
Dedra W. Moles By: Patsey B. Higgins
 Register of Deeds (Assistant Deputy)

Return to Corner & Harrelson, P A

**STATE OF NORTH CAROLINA
 COUNTY OF HENDERSON**

**Amendment to the Restrictive Covenants for
 "Rambling Ridge, Section V" recorded at Deed
 Book 767 Page 873 and Lots platted at Plat Slide
 1062, and subsequent plats.**

NOW COMES The Community Foundation of Henderson County, Inc. and amends and partially restates the Restrictive Covenants of Rambling Ridge Subdivision, Section V 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 V, 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 V, 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 V, 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 V, 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 Lots 53 and 56 of Rambling Ridge, Section V; and

WHEREAS, during the course of development of Rambling Ridge, Section V, the topography of the various lots as originally platted make the systematic development of lots impractical or impossible for certain remaining lots, specifically Lots 51 thru 56 as shown on Plat Slide 1062; and

WHEREAS, to facilitate the rational and productive development of Rambling Ridge, Section V, lots, 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, by deed recorded at Deed Book 1184 at Page 491, Henderson County Registry, Daniel & Holly Bosshard are the owners of tracts consisting of Lot 54R and Lot 55R as shown on a plat thereof recorded at Plat Slide 5533, said 54R and 55R being combinations of lots 51, 52, 54 and 55, Rambling Ridge, Section V; and

WHEREAS, by deed recorded at Deed Book 1226 at Page 219, Henderson County Registry, Bosshard Carpentry, Inc., is the owner of a tract consisting of Lot 51R as shown on a plat thereof recorded at Plat Slide 5533, said 51R being a portion of lot 51, Rambling Ridge, Section V; and

WHEREAS, the recombination plat recorded at Plat Slide 5533 purports to create a new 30 feet wide right of way to access Lots 51R and 54R and eliminate the original 30 feet wide right of way shown on plat slide 3526; and

WHEREAS, by plat entitled "Survey of Recombination Tracts A & B To Be Combined with Lots 55R & 53 Rambling Ridge" prepared by David C. Huntley & Associates Land Surveying dated June 8, 2005, and recorded at Plat Slide 5629 in the Henderson County Registry, The Community Foundation of Henderson County, Inc. and Daniel & Holly Bosshard intend to adjust their respective property lines as shown on said plat to be recorded in the Henderson County Registry; and

WHEREAS, The Community Foundation of Henderson County, Inc. as Developer has determined that the proposed modifications to the platted subdivision will benefit all owners of Rambling Ridge, Section V, by providing for the complete development of the subdivision.

NOW THEREFORE, the Grantor, successors or assigns of the Developer, do hereby amend and restate the Restrictive Covenants of Rambling Ridge, Section V, Subdivision as follows and consent to the recombination plats as herein indicated:

The revisions and recombinations of lots by Daniel Bosshard and Holly Bosshard and by Bosshard Carpentry, Inc. as recorded at Plat Slides 5533 and any previous plats are hereby endorsed and approved by the Developer.

The Recombination Survey entitled "Survey of Recombination Tracts A & B To Be Combined with Lots 55R & 53 Rambling Ridge" prepared by David C. Huntley & Associates Land Surveying dated

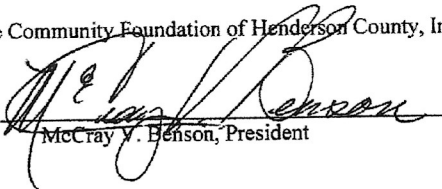
June 8, 2005, which is recorded at Plat Slide 5629 of the Henderson County Registry is hereby endorsed and approved by the Developer.

The modifications of the private rights of way for ingress and egress to the modified lots are hereby endorsed and approved by the Developer.

WITNESS our hands and seals this the 19th day of August, 2005.

The Community Foundation of Henderson County, Inc.

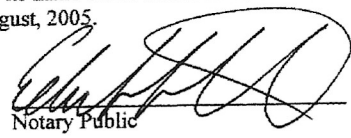
By:


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 19th day of August, 2005.




Notary Public

My Commission Expires: January 17, 2010.

The foregoing Certificate(s) of Edward L. Harrelson is 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.

Register of Deeds for Henderson County, North Carolina

By: _____

Deputy/Assistant - Register of Deeds

31252 P 795

Div. V 5
Nov 22, 2005

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 795

James W. Miller
Register of Deeds

Prepared by Return to Comer & Harrelson, P A ←

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

**Amendment to the Restrictive Covenants for
"Rambling Ridge, Section V" originally recorded
at Deed Book 767, Page 873 and Lots platted at
Plat Slide 1062, and 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 V 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 V, 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 V, 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 V, 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 V, 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 Lots 25 and 26 of Rambling Ridge, Section V; and

WHEREAS, to facilitate the rational and productive development of lots within Rambling Ridge, Section V, 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 V; 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 V; 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 V, 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 V, originally recorded in Deed Book 767 at Page 873, 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 V. 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.

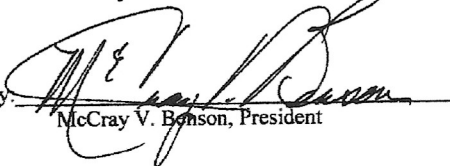
II. The Restrictive Covenants and Conditions are amended by adding the following:

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:
- 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.
 - 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 V.

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

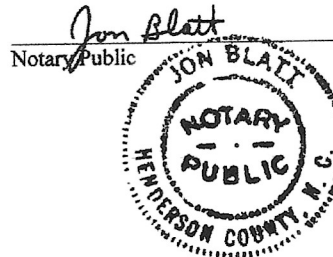
The Community Foundation of Henderson County, Inc.

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 22nd day of November, 2005.

My Commission Expires: 2-2-06



FILED IN HENDERSON COUNTY REGISTER OF DEEDS
OFFICE. NEDRA W. MOLES, REGISTER *nd*

DATE: Sept. 11, 2006
TIME: 4:00 PM *AM/PM*
BOOK: 1289 PAGE: 038

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

AMENDMENT TO THE
RESTRICTIVE COVENANTS
And CONDITIONS FOR
RAMBLING RIDGE-
DIVISION V

Prepared by, and return to:
R. Kelly Calloway, Jr. ←

WHEREAS, Rambling Ridge Subdivision, Division V, a subdivision located in Henderson County, North Carolina, is subject to restrictive covenants recorded in Deed Book 767 at Page 873 and Book 1252 at Page 796 in the Henderson County Registry; and

WHEREAS, Paragraph 8 of the Restrictive Covenants provide for setback restrictions governing the location of the house on the lot. Setback restrictions are to be for the benefit of all property owners in the subdivision; and

WHEREAS, Paragraph 8 of the Restrictive Covenants indicates that the topography of a particular lot may require a variation in the setback restrictions set forth in paragraph 8; and

WHEREAS, the developer reserves the right in Paragraph 2 of the Restrictive Covenants to modify the restrictions as necessary to provide for the development of the subdivision; and

WHEREAS, the topography of Lot 6 of Section V of Rambling Ridge Subdivision is such that a variation of the setback restrictions is required to begin construction of a single family residence in keeping with the nature of other residences constructed in the subdivision.

THEREFORE, KNOW ALL MEN BY THESE PRESENCE, that McCray V. Benson, President of The Community Foundation of Henderson County, Inc., as developer of Rambling Ridge, Division V, situated in Crab Creek Township, Henderson County, North Carolina, as shown on plats of surveys, which plats are now of record or may be a portion of the record in the office of the Register of Deeds for Henderson County, and pursuant to the rights reserved in Paragraph 2 of the Restrictive Covenants

recorded in Deed Book 767 at Page 873 and Book 1252 at Page 796 in the Henderson County Registry, hereby modifies those Restrictive Covenants as follows:

1. That the rear setback restrictions for Lot 6 of Section V of Rambling Ridge Subdivision shall be: at least ten (10') feet from the back lines.

IN WITNESS WHEREOF, the said McCray V. Benson, President of The Community Foundation of Henderson County, Inc. executed this instrument this 30th day of August, 2006.

THE COMMUNITY FOUNDATION OF HENDERSON COUNTY, INC.

By: *McCray V. Benson*

McCray V. Benson, President

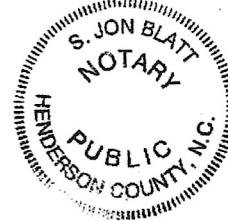
STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, S. Jon Blatt, a Notary Public for said County and State, do hereby certify that McCray V. Benson, as President of The Community Foundation of Henderson County, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 30th day of August, 2006.

S. Jon Blatt
Notary Public

My commission expires: 2-2-11





This document presented and filed:
10/01/2014 10:17:22 AM

NEDRA W. MOLES, Henderson COUNTY, NC

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

AMENDMENT TO RESTRICTIVE COVENANTS AND CONDITIONS

FOR RAMBLING RIDGE SUBDIVISION,

DIVISION V

WHEREAS, Division V of Rambling Ridge Subdivision was established by the plat recorded in Plat Slide 1062 in the Henderson County Registry; and

WHEREAS, the Restrictive Covenants and Conditions for Rambling Ridge Subdivision Division V were recorded November 28, 1990, in Deed Book 767 at Page 873 in the Henderson County Registry; and

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

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

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

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

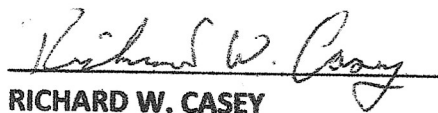
"No structure of a temporary character, trailer, basement, tent, shack, garage or other building shall be used on any lot as a residence, or for any other purpose, either temporarily or permanently. No exposed concrete or cinder block shall be visible above the finished grade. All vehicles of any nature,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

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

"Be it further stated that any and all arbitration or litigation costs involving these restrictive covenants of Rambling Ridge Division Five (5) shall be borne in the entirety by the party deemed to be in violation of said covenants."

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

DATED this 1ST day of OCTOBER, 2014


RICHARD W. CASEY

**HENDERSON COUNTY
NORTH CAROLINA**

I, **AMY CROSBY**, a notary public of Henderson County, North Carolina, certify that **RICHARD W. CASEY** personally appeared before me this day, and being duly sworn, stated that in his presence the following signed the foregoing instrument:

HUGH O. PRICE, JR
DEAN A. JACOBS
ERICK LEMMEN
PAUL NAU
JAY WIGGINS
MARY L. FEUERBACH
WILLIAM H. WELCH
ANTHONY SELIUS
DAVID CARVER
ANTHONY PRESUTTI
BRIAN ALM
PHIL DONOFRIO
MICHAEL LUTZ
MICHAEL EZZO, JR
SHELBY MCCORD

LOIS CASEY
JACK RODRIQUEZ
WESLEY H. DAVIS
MARTHA P. DAVIS
GLENNA R. BRODERICK
ROBERT A. MCCURDY
RUTH ANN YOUNG
JOHN TAGGERT
ROGER SERKLAND
JOHN CICHOWICZ
ROBERT JOHNSON
WILLIAM FLUELLEN
ROGER MACKINTOSH
PETER PERRON

WITNESS my hand and official seal, this 1 day of October, 2014


Amy R. Crosby

