

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

DATE: 11/6/07 TIME: 11:35 AM

EXCISE TAX STAMP: _____

BOOK: 1340 PAGE: 141



PREPARED BY: EDWARD L. HARRELSON
RETURN TO: COINER, HARRELSON, & SHELTON, P.A.
ATTORNEY AT LAW
206 THIRD AVE. WEST
HENDERSONVILLE, N.C. 28739

Stamps: \$0.00

(NO TITLE EXAMINATION PERFORMED)

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

**NON-WARRANTY DEED
ACCEPTANCE OF DEVELOPER RIGHTS**

THIS DEED, made this the second day of November, 2007, by and between **The Community Foundation of Henderson County, Inc.**, a corporation existing under the laws of the State of North Carolina as successor to the original Developers of Rambling Ridge Section V, (Deed Book 767, Page 813) A. Vincent Marien T/U Trust Agreement Dated February 19, 1982 and Elizabeth C. Marien, T/U Trust Agreement Dated February 19, 1982, and **The Community Foundation of Henderson County, Inc.**, a corporation existing under the laws of the State of North Carolina as successor to the original Developers of Rambling Ridge Sections I (Deed Book 578, Page 17), II (Deed Book 603, Page 1), III (Deed Book 662, Page 653), IV (Deed Book 696, Page 43), Marper, Inc., hereinafter called Grantor, and **Rambling Ridge Homeowners Association, Inc.** a non-profit corporation organized and existing under the laws of the State of North Carolina, hereinafter called Grantee, whose address is: 121 Eagle Rock Trail, Hendersonville, NC 28739.

WITNESSETH:

WHEREAS, Marper, Inc. was the original Developer of Rambling Ridge Section I (see Deed Book 578, Page 17), Rambling Ridge Section II (see Deed Book 603, Page 1 and amendments), Rambling Ridge Section III (see Deed Book 662, Page 653 and amendments) and Rambling Ridge Section IV, (see Deed Book 696, Page 43 and amendments); and

WHEREAS, A. Vincent Marien, Trustee, and Elizabeth C. Marien, Trustee, were the original developers of Rambling Ridge Section V, (see Deed Book 767, Page 813 and amendments); and

WHEREAS, in each of the aforementioned declarations of restrictive covenants, the respective developer retained certain developer rights, and the developer or its successor has on various occasions exercised these rights relating to the development of the various phases of Rambling Ridge; and

WHEREAS, as successor in interest to the Developer, the Grantor was conveyed various lots within some of the phases of Rambling Ridge; and

WHEREAS, the Grantor herein has since conveyed all of these lots so obtained; and

WHEREAS, the owners of several lots within the various phases of Rambling Ridge (sections I, II, III, IV and V) have established a not for profit corporation known as Rambling Ridge Homeowners Association, Inc., a North Carolina not for profit corporation, and the Grantor now desires to convey any and all rights and privileges it has as successor to the original developer to the Association; and

WHEREAS, the Grantor no longer has any ownership interest in the subdivision or its various sections, and the Board of Directors for the Grantor has met and authorized its President to execute this deed to the Grantee conveying all of the grantor's remaining interest as successor to the Developer to the Grantee; and

WHEREAS, the Grantee herein is a non-profit corporation created by the homeowners within the various phases of Rambling Ridge subdivision, and the Board of Directors of the Rambling Ridge Homeowners Association, Inc. has met and agreed to accept the responsibilities and authority herein described from the Grantor, and the Board of Directors of the Rambling Ridge Homeowners Association, Inc. has furthermore authorized its president to execute this instrument as evidence of the Association's acceptance of the developer rights herein conveyed.

NOW, THEREFORE, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to him paid by Grantee, receipt of which is hereby acknowledged, does give, grant, bargain, sell and convey unto Grantee, their heirs and assigns, in fee simple, the following described property located in Crab Creek Township, Henderson County, North Carolina:

BEING all of the Grantor's right, title, and interest as successor to the Developer of retained Developer's rights as described in those Restrictive Covenants for Rambling Ridge Phases I, II, III, IV, and V as described in the various Declarations recorded at Deed Book 578, Page 17; Deed Book 603, Page 1; Deed Book 662, Page 653; Deed Book 696, Page 43; Deed Book 767, Page 873; and any others which may appear of record, and as the same have been amended, and further any residual developer rights retained or indicated on the various recorded plats of Rambling Ridge in its various phases, including but not limited to subdivision plats recorded at: Plat Cabinet A, Slide 24A; Plat Cabinet A, Slide 81; Plat Cabinet A, Slide 281A; Plat Cabinet A, Slide 289; Plat Slide 1062; Plat Slide 3466; Plat Slide 3526; Plat Slide 5533; Plat Slide 5629, all references to the Henderson County Registry.

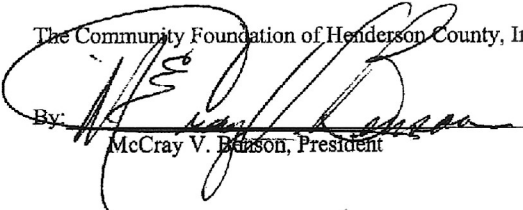
TO HAVE AND TO HOLD the above described premises, with all privileges and appurtenances thereunto appertaining unto Grantee, their heirs and/or successors and assigns, in fee simple.

Grantor makes no warranty, express or implied, as to the title to the property hereinabove described.

Subject to restrictions, easements, rights of way of record and for *ad valorem* taxes for the current year.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal, the day and year first above written.

The Community Foundation of Henderson County, Inc.

By: 
McCray V. Hanson, President

Rambling Ridge Homeowners Association, Inc.

By: 
Lee Garvin, 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, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 2nd day of November, 2007.



My Commission Expires: Jan 17, 2010 Notary Public

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, the undersigned Notary Public of the County and State aforesaid, certify that Lee Garvin personally came before me this day and acknowledged the he is the President of the Rambling Ridge Homeowners Association, Inc. a non-profit corporation organized and existing under the laws of the State of North Carolina, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 2nd day of November, 2007.



My Commission Expires: Jan 17, 2010 Notary Public