

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

RESTRICTIVE COVENANTS AND CONDITIONS
FOR
RAMBLING RIDGE, DIVISION I

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

That the said Marper, Inc. does hereby publish and declare for the information of all parties concerned that it does covenant and agree, on behalf of itself, its successors and assigns, with all persons who shall hereafter purchase lots in Rambling Ridge, Division I, their heirs and assigns, that for the development and maintenance of Rambling Ridge, Division I, 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 I, 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 I, 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.

3. No lot shall be subdivided or its boundary lines changed during the period of these restrictions, nor shall any lot owner convey any parcel of any lot less than the whole of each, or any rights of way to any adjoining lands, without the written permission of seventy-five percent (75%), in number, of the lot owners in Rambling Ridge, Division I.

4. Rambling Ridge, Division I, shall be used solely for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached family dwelling and the necessary garages and outbuildings incidental to residential use. The one such residence and outbuildings allowed, on each tract, shall be constructed as nearly as possible on the geographic center of said tract. No building shall be erected of exposed cement or cinder block and no building shall be built where the siding shall consist of asbestos shingles. No fuel tanks or other similar storage receptacles may be exposed to ground and must be installed only within the main dwelling house, within an enclosed garage, or buried underground.

5. No structure of a temporary character, trailer, basement, tent, shack, garage or other building shall be used on any lot as a trailer, or for any other purpose, either temporarily or permanently; provided, however, that this prohibition shall not apply to travel trailers which may be used as a temporary residence for a maximum duration of one (1) calendar year and only during the period of the actual construction of a permanent residence on the lot; provided, further, that after such period of occupation such travel trailer shall be completely screened from public view. No exposed concrete or cinder block shall be visible above the finished grade. All vehicles of any nature or kind whatsoever which are not road worthy, or which are maintained in an unlicensed condition, must be contained within a totally enclosed garage, or otherwise screened from public view.

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

7. The heated livable floor area provided in each family unit shall not be less than 1,200 square feet, and no dwelling shall be erected on any lot more than two (2) stories in height above the basement level. Basements, unfinished attic spaces, other storage spaces, garages, porches or any area not enclosed by the main structure shall not be considered floor space.

8. Each residence must be located at least sixty (60) feet from the center line of adjoining streets, and shall be at least forty (40) feet from the back lines. If the topography of a lot will permit, without undue difficulty or hardship on the owner thereof, any house constructed thereon must be centered as nearly as possible at the geographic center of the tract. Provided, however, because of topography, Tracts 10, 11 and 12, have reduced road set backs, and buildings located on them may be placed thirty (30) feet from the road center line, but then only if the approach to the structure situated thereon is from the upper road.

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

10. No animals shall be housed, harbored or kept on or in any dwelling situated in Rambling Ridge, Division I, except traditional household domestic pets and one horse per tract, provided that all such pets and horses shall be restrained and maintained in such fashion as not to create a nuisance or disturbance to the general tranquillity of Rambling Ridge, Division I. No other traditional farm animals shall be permitted on any tract in the subdivision.

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 I.

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

14. These restrictive covenants and conditions may be amended, altered, or suspended by a vote of seventy-five percent (75%) of the owners of the tracts or lots situated in Rambling Ridge, Division I.

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 27th day of June, 1979.

MARPER, INC.

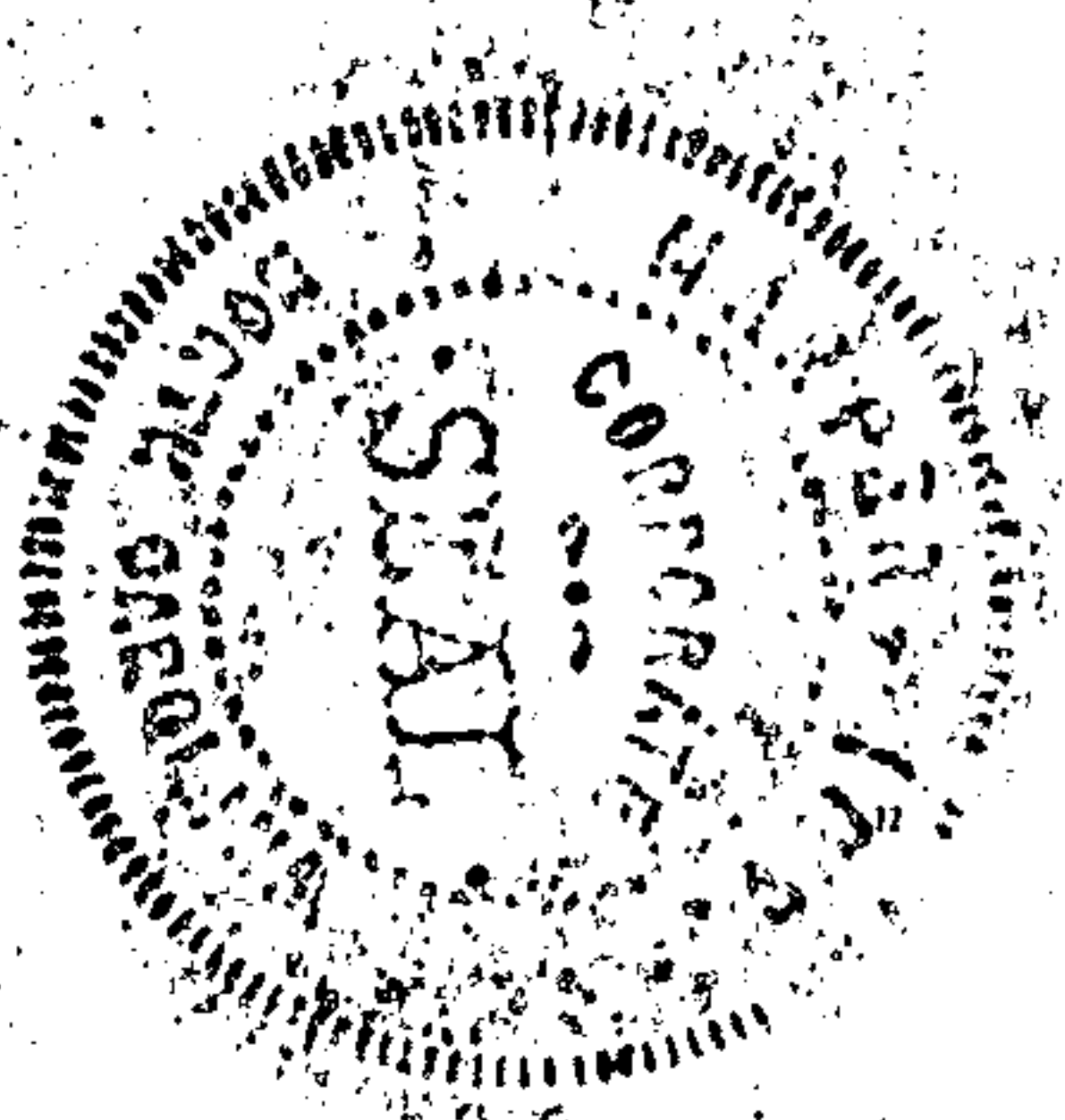
By

C. Vincent Mareri
President

ATTEST:

Elizabeth C. Mareri
Secretary

(Corporate Seal)

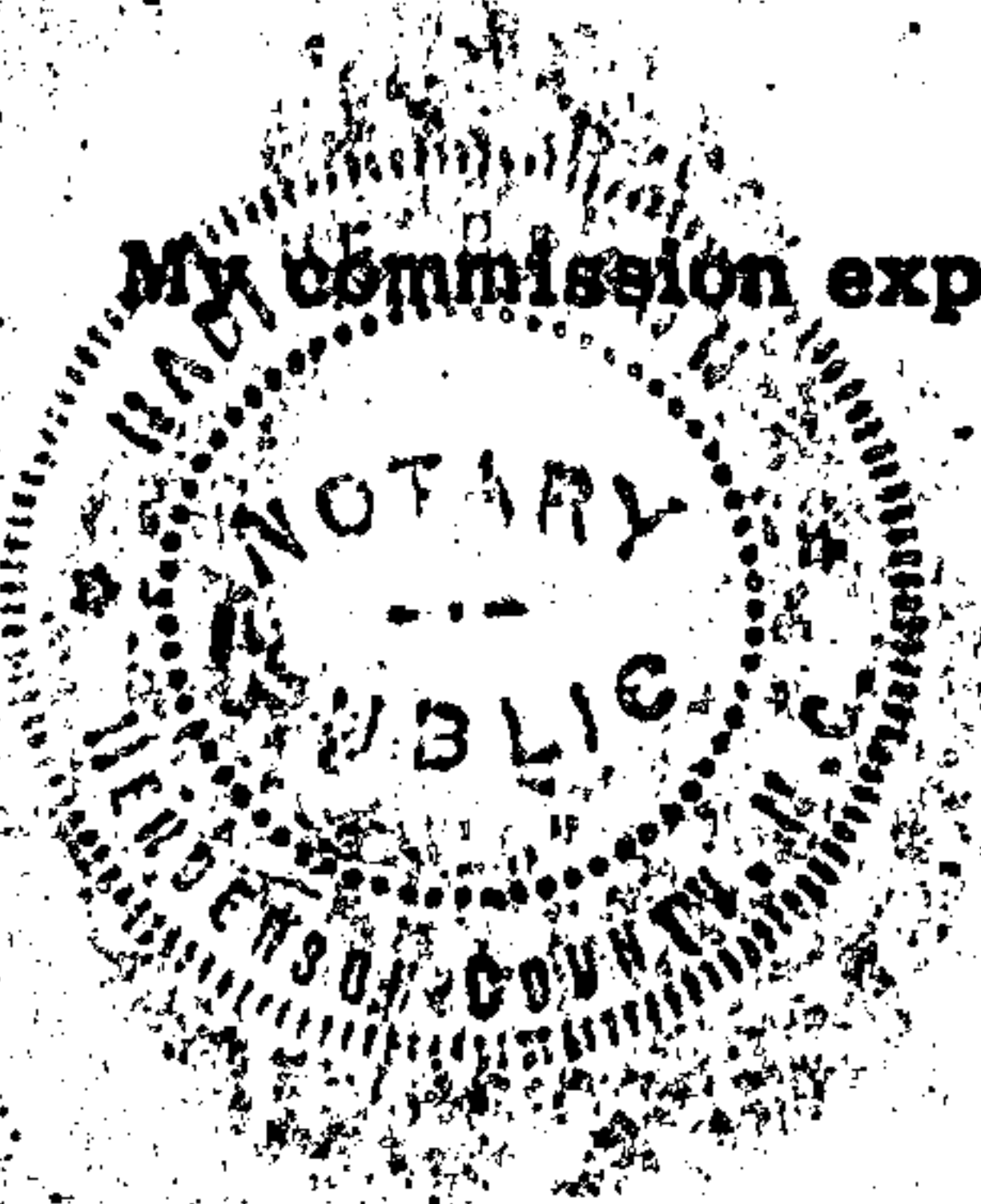


STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

This the 27th day of June, 1979, personally came before me, the undersigned Notary Public in and for the aforesaid County and State, A. Vincent 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. Vincent Marien acknowledged the said writing to be the act and deed of said Corporation.

A. Vincent Marien
Notary Public

My commission expires 6/18/80



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

Notary Public (Notaries Public) is/are certified to be correct. This Instrument presented for registration and recorded in this office this 27 day of June 1979 at 4:30 M. in Book 548 Page 17

Ruby L. Brown Gay Bladen Simpson
Register of Deeds (Assistant) (Deputy)