

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

RESTRICTIVE COVENANTS AND CONDITIONS
FOR
RAMBLING RIDGE, DIVISION III

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

That the said Marper, Inc. does hereby publish and declare for the information of all parties concerned that it does covenant and agree, on behalf of itself, its successors and assigns, with all persons who shall hereafter purchase lots in Rambling Ridge, Division III, their heirs and assigns, that for the development and maintenance of Rambling Ridge, Division III, as a first-class residential area, for the greater benefit, happiness, welfare and mutual best interest of the property owners therein, and for the enhancement and protection of the value of the homes and structures erected, or to be erected, in Rambling Ridge, Division III, the subdivision, or development, shall be developed and maintained subject to the following restrictions, conditions and limitations:

1. These covenants, limitations, restrictions, reservations and uses to which the lots and tracts may be put and devoted are to run with the land and to take effect immediately and shall be binding on all parties and all persons claiming under them until January 1, 2000, at which time these covenants, limitations, restrictions, reservations and uses shall be automatically extended for successive periods of ten (10) years, each, unless it is agreed by vote of the majority of the owners of the lots and tracts in Rambling Ridge, Division III, that the same may be changed. Each lot or tract owner may have as many votes as the number of lots or tracts owned by said owner, whether the original lot or a parcel created in accordance with provisions hereinafter set forth.

2. In the event of a violation or breach of any of these restrictions by any property owner, or agent of such owner, the owners of lots in the neighborhood or subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof, or to prevent the violation or breach, in any event. The failure to enforce any right, reservation, restriction or condition contained in these covenants, however long continued, shall not be deemed a waiver of the right to do so hereafter, as to the same breach or as to a breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. The invalidation by any court of any restriction or restrictions in this instrument contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect. Provided, however, it is understood and agreed that these restrictive covenants and conditions shall not be obligatory and binding on Marper, Inc., the original developer of Rambling

Ridge, Division III, or its successors and assigns, for so long a period of time as the said developer shall have an interest in any portion or part of Rambling Ridge, Division III, and until the lot, tract or portion thereof has been sold and conveyed by the said developer. It is understood and agreed that the original developer, Marper, Inc., its successors and assigns, may alter and amend the recorded plat by the changing of lot lines, rights of way and other means of ingress and egress to and from various tracts situate in Rambling Ridge, Division III, until such lot, acreage or portion or part thereof has been sold and conveyed by instruments duly recorded in the office of the Register of Deeds for Henderson County.

3. No lot shall be subdivided or its boundary lines changed during the period of these restrictions (subject to the authority reserved to the developer by restrictive covenant No. 2, hereinbefore appearing), nor shall any lot owner convey any parcel of any lot less than the whole of each, or any rights of way to any adjoining lands, without the written permission of seventy-five percent (75%), in number, of the lot owners in Rambling Ridge, Division III.

4. Rambling Ridge, Division III, shall be used solely for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached family dwelling and the necessary garages and outbuildings incidental to residential use. The one such residence and outbuildings allowed, on each tract, shall be constructed as nearly as possible on the geographic center of said tract. No building shall be erected of exposed cement or cinder block and no building shall be built where the siding shall consist of asbestos shingles. No fuel tanks or other similar storage receptacles may be exposed to ground and must be installed only within the main dwelling house, within an enclosed garage, or buried underground. All exterior plans and specifications for the construction of a residence on any lot or tract of land in Rambling Ridge, Division III, shall be submitted to Marper, Inc., its successors and assigns, and the written approval of the projected exterior construction and design of Marper, Inc. shall be secured before any construction shall be commenced.

5. No structure of a temporary character, trailer, basement, tent, shack, garage or other building shall be used on any lot as a trailer, or for any other purpose, either temporarily or permanently; provided, however, that this prohibition shall not apply to travel trailers which may be used as a temporary residence for a maximum duration of one (1) calendar year and only during the period of the actual construction of a permanent residence on the lot. No exposed concrete or cinder block shall be visible above the finished grade. All vehicles of any nature or kind whatsoever which are not roadworthy, or which are maintained in an unlicensed condition, must be contained within a totally enclosed garage, or otherwise screened from public view. Once construction of any residence has been commenced on any lot or tract of land in Rambling Ridge, Division III, such construction and improvements shall be completed within twelve (12) calendar months from the date of such commencement, unless the completion of such construction, within the designated period of time, shall work an unreasonable hardship on the lot owner and, in such instance, the written approval of the delay of such completion shall be secured from Marper, Inc. and before the expiration of the designated 12-month period.

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

7. The heated livable floor area provided in each family unit shall not be less than 1,000 square feet, and no dwelling shall be erected on any lot more than two (2) stories in height above the basement level. Basements, unfinished attic spaces, other storage spaces, garages, porches or any area not enclosed by the main structure shall not be considered floor space.

8. Each residence must be located at least forty (40) feet from the center line of adjoining streets, and shall be at least twenty (20) feet from the back lines. If the topography of a lot will permit, without undue difficulty or hardship on the owner thereof, any house constructed thereon must be centered as nearly as possible at the geographic center of the tract.

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

10. No animals shall be housed, harbored or kept on or in any dwelling situated in Rambling Ridge, Division III, except traditional household domestic pets, provided that all such pets shall be restrained and maintained in such fashion as not to create a nuisance or disturbance to the general tranquillity of Rambling Ridge, Division III.

11. No noxious or offensive activity shall be carried on upon any lot or tract, nor shall anything be done thereon which may become or which may be an annoyance or nuisance to the neighborhood.

12. No unsanitary conditions prejudicial to the public health shall be permitted and trash, garbage or other waste shall be kept in sanitary containers (hidden from the view of adjoining property owners and streets) until disposed of. No lot, or any portion thereof, shall be used or maintained as a dumping ground for rubbish, and no person shall keep or maintain any old and unworkable junk automotive vehicles or other wheeled apparatus on or near any premises situated in Rambling Ridge, Division III.

13. There is specifically reserved an adequate right of way along lot lines, streets and driveways, fifteen (15) feet in width, for the installation of gas, electric and other public utility facilities, provided, that if a single owner, or group of owners, shall obtain by purchase, conveyance or otherwise, the title to more than one contiguous tract, the interior utility line rights of way reserved hereby shall be eliminated, but shall be retained on the exterior lines of such combination of lots or tracts. All rights of way reserved in Rambling Ridge, Division III, for main thoroughfares shall be fifty (50) feet in width, situate twenty-five (25) feet on each side of the center line of said right of way. Construction of driveways and road connections must accommodate and include a minimum of 15-inch diameter culverts, which shall be installed at the commencement of construction. No substantial alterations or changes in existing drainage shall be permitted, either before or after the commencement of construction. The main thoroughfares shall be maintained by the developers until such time as fifty-one percent (51%), in number, of the parcels or tracts shall have been conveyed by the original owner, or responsibility for the same shall have been assumed by the North Carolina Department of Transportation. All private, or spur, roads shall be the responsibility of the tract owners bordering on the same; provided, however, that until there shall be an organized maintenance procedure or association, the owners of tracts fronting on such private, or spur, roads shall reimburse the developer for a pro rata portion of all expenses incurred by it in the maintenance of such roads, which said assessment, or maintenance fee, shall be computed upon the distribution of the total cost incurred on the basis of foot frontage on such private, or spur, roads.

14. These restrictive covenants and conditions may be amended, altered, or suspended by a vote of seventy-five percent (75%) of the owners of the tracts of lots situated in Rambling Ridge, Division III, provided, the original developer may alter the restrictive covenants and conditions, or amend the same, or the lot lines of tracts, by the authority hereinbefore reserved.

IN WITNESS WHEREOF, The said Marper, Inc. has caused these presents to be executed by its President and its Secretary, and has affixed hereto its common corporate seal, this the 30th day of July, 1985.

MARPER, INC.
By Bill Marper
President

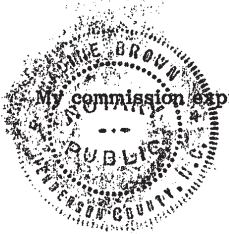
ATTEST:
Elizabeth C. Marper
Secretary



STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

This the 30th day of July, 1985, personally came before me, the undersigned Notary Public in and for the aforesaid County and State, A. V. Marien, who, being duly sworn, says that he is President of MARPER, INC., and that the seal affixed to the foregoing instrument in writing is the corporate seal of said Corporation, and that said writing was signed by him in behalf of said Corporation by its authority duly given. And the said A. V. Marien acknowledged the said writing to be the act and deed of said corporation.

Madie Brown
Notary Public



North Carolina, Henderson County The foregoing certificate of *Madie Brown*

Notary Public (Notaries Public) is/are certified to be correct. This instrument presented for registration and recorded in this office this 1 day of Aug 1985 at 3:30 P.M. in Book 662 Page 653.

Ruby W. Simpson
Register of Deeds (Assistant) (Deputy)