

7/8/03

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

COPY

DECLARATION OF RESTRICTIVE COVENANTS
SUNSET RIDGE

THIS DECLARATION OF LIMITATIONS, RESTRICTIONS AND USES, made and entered into this 22nd day of April, 2002, by and between DAN DUCOTE ENTERPRISES, INC. hereinafter referred to as "Declarants";

WITNESSETH:

WHEREAS, LLOYD E. DUCOTE AND MARJORIE S. DUCOTE purchased that property described in deed recorded in Deed Book 1063 at Page 218, Henderson County Registry; subdivided a portion of this tract into a residential subdivision named Etowah Terrace (Plat Slide 3805, Henderson County Registry) and caused Restrictive Covenants to be recorded in Deed Book 1067 at Page 620, Henderson County Registry; and,

WHEREAS, LLOYD E. DUCOTE AND MARJORIE S. DUCOTE conveyed Lot 2R to STEVE E. DUCOTE AND WIFE, SYLVIA M. DUCOTE, by deed recorded in Deed Book 1074 at Page 661, Henderson County Registry, who then conveyed Lot 2R to Curtis Harrelson by deed recorded in Deed Book 1074 at Page 664, Henderson County Registry; and,

WHEREAS, LLOYD E. DUCOTE AND MARJORIE S. DUCOTE then conveyed all of the remainder of the real property to DAN DUCOTE ENTERPRISES, INC. by deed recorded January 4, 2002 in Deed Book 1086 at Page 98, Henderson County Registry; and,

WHEREAS, DAN DUCOTE ENTERPRISES, INC. then subdivided the property into Sunset Ridge; and,

WHEREAS, the purpose of this instrument is to void the former Restrictive Covenants of Etowah Terrace Subdivision and to create these new Restrictive Covenants for Sunset Ridge which

EIGHT: It shall be lawful, not only for the Declarants, their successors and assigns, but, also for the owners of any lot or lots in said subdivision, who have derived or who shall hereafter derive from or through the subdivider or institute and prosecute any proceedings, at law or in equity, against the person or persons violating or threatening to violate this covenant:

NINE: The North Carolina State Highway Department, the public utilities companies, and the Declarants have a fifty (50) foot right of way, twenty-five (25) feet from the center of the street, to build, repair and maintain the street, shoulders, drainage areas, street signs and utilities.

TEN: Easements ten (10) feet in width are reserved along the side lot lines and fifteen (15) feet on rear lot lines for the installation and maintenance of telephone, electric, water, TV cable, sewers, and drainage facilities. No lot may be used for a street to adjoining land that is not owned by Declarants, their successors and assigns, except upon the written consent of the Declarants. If no Declarants be living or not available, then such person as may have been designated in writing or such purpose.

ELEVEN: No lot shall be subdivided except where portions of adjacent lots are combined and such combinations shall be permitted only if the resulting lots comply with all zoning regulations as to area and other zoning requirements.

TWELVE: Trucks, motorized recreational campers, travel trailers, boats and carriages for boats may be parked or stored on the lots covered by this Declaration only if they are in the rear yard, as defined in Item Eighteen.

THIRTEEN: The covenants are to run with the land and to take effect immediately and shall be binding on all parties and on all persons for a period of fifty (50) years from the date hereof, after which time said covenants shall be automatically extended for excessive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the lots in the subdivision is recorded, agreeing to change said covenants in full or in part. As long as Developer owns any portion of the real property comprising this subdivision, Developer herein reserves the right, at its sole discretion, to make any change or amendment whatsoever to said Restrictive Covenants without the joinder and consent of any lot owner in the subdivision.

FOURTEEN: All residences erected on any lot in the subdivision shall be one (1) family dwellings only. All plans, including elevations, specifications and site plans, shall be submitted to Declarants. If no Declarants are living or are not available, then such person as may have been designated in writing for such purpose. Plans shall be submitted prior to commencing of construction. Refusal of approval of plans, location, or specifications may be based by Declarants upon any ground, including purely esthetic considerations, in which sole and uncontrolled discretion of the Declarants shall be deemed sufficient. The Declarants shall retain the right to grant minor variances to any of the restrictions herein set out.

FIFTEEN: All lots are subject to right of way of roads, streets, drives, or lanes passing over any part of any lot and also subject to standard conditions required of the N.C. D.O.T. relative to assumption of roads, streets, drives, or lanes on the State Highway system; and Declarants reserve right to convey road, street, drive or lane rights of way to N.C.D.O.T.

31097 P159

AFTER RECORDING RETURN TO:
VAN WINKLE LAW FIRM
MICHAEL M. THOMPSON
422 SOUTH MAIN STREET
HENDERSONVILLE, NC 28792

(RECORDING INFO)

STATE OF NORTH CAROLINA

AMENDMENT TO RESTRICTIVE COVENANTS
FOR SUNSET RIDGE SUBDIVISION

COUNTY OF HENDERSON

This Amendment to Restrictive Covenants for Sunset Ridge Subdivision, Henderson County, North Carolina, made and entered into this 22nd day of April, 2002, by and between Dan Ducote Enterprises, Inc., hereinafter called "Developer" and Future Owners of Lots in Sunset Ridge Subdivision.

WITNESSETH:

WHEREAS, Developer filed for record Restrictive Covenants governing Sunset Ridge Subdivision as recorded in Deed Book 1097, at Page 155 of the Henderson County, NC Register's Office (herein "Restrictions"); and

WHEREAS, the Developer/Declarant reserved the right to make amendments to the Restrictive Covenants pursuant to Paragraph Thirteen as contained in the original Restrictive Covenants referenced above; and

WHEREAS, pursuant to Paragraph Four, of said original Restrictive Covenants, no commercial enterprise or enterprise of any kind for profit shall be maintained on any lot in said subdivision; however, the owner of Lot 4R, desires to operate an Avon Cosmetics business from the residence to be constructed on Lot 4R, and further, the owner of Lot 4R, desires to park or store his company owned truck and his personally owned truck in the driveway to be constructed on Lot 4R.

WHEREAS, Developer is desirous of amending a portion of Paragraph Four of the original Restrictive Covenants as they pertain to Lot 4R to allow the owner of Lot 4R to operate the business and store/park the trucks as described in the paragraph above.

NOW, THEREFORE, Paragraph Four of said Restrictive Covenants recorded in Deed Book 1097 at Page 153 Henderson County Registry, is hereby amended to allow the owners of Lot 4R to operate an Avon Cosmetics business from the residence to be constructed on Lot 4R, and further, the owner of Lot 4R, may park or store his company owned truck and his personally owned truck in the driveway to be constructed on Lot 4R. The size of said trucks not to exceed the standard one ton pickup truck.

EXCEPT as amended by this instrument, the Declaration of Limitations, Restrictions and Uses for Sunset Ridge Subdivision recorded in Deed Book 1097 at Page 155, of the Henderson County Register's Office, are unchanged and unmodified and are hereby reaffirmed in all respects.

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

Kim Richey
Notary Public (Notaries Public) is/are certified to be correct, this instrument presented for registration and recorded in this office this 24 day of Feb, 2003 at 4:31 in book 1130, page 423

Nedra W. Males Gyonna Shady
Register of Deeds (Assistant Deputy)

After Recording Return to:
Coiner & Harrelson, P.A.
210 Third Avenue West
Hendersonville, NC 28739

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

AMENDMENT TO RESTRICTIVE
COVENANTS FOR SUNSET RIDGE
SUBDIVISION

THIS AMENDMENT to Restrictive Covenants for Sunset Ridge Subdivision, Henderson County, North Carolina, made and entered into this 21st day of February, 2003, by and between Dan Ducote Enterprises, Inc., hereinafter called "Developer," Party of the First Part, and Bruce D. Capps Construction Company, Inc., Owner of Lot 14 Sunset Ridge Subdivision (Plat Slide 4209); Lee L. Krienke and wife Sandra R. Krienke, Purchaser of Lot 14 Sunset Ridge Subdivision, and Future Owners of Lots in Sunset Ridge Subdivision, Parties of the Second Part.

WITNESSETH:

WHEREAS, Developer filed for record Restrictive Covenants governing Sunset Ridge Subdivision as recorded in Deed Book 1097 at Page 155 of the Henderson County Registry (herein: "Restrictions"); and

WHEREAS, the Developer/Declarant reserved the right to make amendments to the Restrictions pursuant to Paragraph Thirteen as contained in the original Restrictive Covenants referenced above and Developer still owns portions of the real property comprising the subdivision; and

WHEREAS, pursuant to Paragraph Four, of said original Restrictive Covenants, no commercial enterprise or enterprise of any kind for profit shall be maintained on any lot in said subdivision; however, the Owner of Lot 14 desires to sell said lot to Purchaser of Lot 14, and Purchaser of Lot 14 desires to operate a Glass Cleaning business from his residence located on said Lot 14, and in connection with said business to park his service