

2009005340

MCDOWELL CO, NC FEE \$28.00
PRESENTED & RECORDED

11-10-2009 11:03:38 AM

JANE B MCGEE
REGISTER OF DEEDS
BY: LINDA C HARWOOD
DEPUTY REGISTER OF DEEDS

BK: CRP 1006

PG: 939-942



Prepared by and Return to:

Parker Poe Adams & Bernstein LLP (JSE)
Three Wachovia Center, Suite 3000
401 South Tryon Street
Charlotte, North Carolina 28202-1935
(S-Tract 2076.01)

*Byrd, Byrd, Erwin
McMahon & Denton PA
P.O. Drawer 1269
Morganton NC 28680*

AMENDMENT TO DEED RESTRICTIONS

THIS AMENDMENT TO DEED RESTRICTIONS ("Amendment") is entered into as of November 3, 2009, by **CRESCENT RESOURCES, LLC**, a Georgia limited liability company ("Crescent") and **SUNSET POINT, LLC**, a North Carolina limited liability company ("Owner").

A. By deed ("Deed") recorded in Deed Book 666, Page 586 in the Office of the Register of Deeds of McDowell County, North Carolina ("Registry"), Crescent conveyed to Owner approximately 71.61 acres located in McDowell County, North Carolina, as more particularly described in the Deed ("Property").

B. Pursuant to the terms of the Deed, the Property was made subject to the covenants and restrictions attached as Exhibit B to the Deed ("Restrictions").

C. Crescent and Owner desire to amend the Restrictions.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 6(a) of the Restrictions is deleted in its entirety and replaced with the following:

"a. Storage and shop outbuildings, including detached garages, workshops, storage and utility buildings, greenhouses and similar buildings, not exceeding the height of the apex of the roof on the single-family residential dwelling located on the

CRP 1006 940

Property. The total square footage contained within all such outbuildings combined shall not exceed two thousand (2000) square feet. All outbuildings shall be permanently affixed to the Property and shall be covered with the approved exterior materials described in Section 5(f) above. Further, no outbuildings shall be located wholly or partially within any Buffer Area (as defined below)."

2. **Representations and Warranties.** Owner represents and warrants that Owner is the owner of the Property and has the right to restrict the same.

3. **Release and Indemnification of Crescent.** Owner and Owner's successors and assigns in interest to the Property release Crescent and its members, managers, employees, officers, agents and representatives, and their respective successors and assigns, from any loss, cost, damage or claim arising out of this Amendment or the exercise or non-exercise of Crescent's rights set forth in the Restrictions. Owner and Owner's successors and assigns, acknowledge that, to the extent third parties may have a right to enforce the Restrictions, Crescent does not represent or warrant that this Amendment shall be binding upon such third parties. Owner and Owner's successors and assigns, shall indemnify and hold harmless Crescent and its members, managers, employees, officers, agents and representatives, and their respective successors and assigns, from and against any loss, cost, damage or claim arising out of this Amendment or the enforcement or non-enforcement by Crescent or any other person or entity of any of the Restrictions.

4. **Full Force and Effect.** The Restrictions shall remain in full force and effect as amended hereby. To the extent that any of the terms of the Restrictions conflict with this Amendment, then the terms of this Amendment shall control.

[Signature Pages Follow]

CRP 1006 941

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment as of the date set forth above.

CRESCENT RESOURCES, LLC, a Georgia limited liability company

By: [Signature]
James M. Short, Jr.
President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Susan Higginson, a Notary Public of Gaston County and State of North Carolina, do hereby certify that James M. Short, Jr. ("Signatory"), personally came before me this day and acknowledged that he is President of CRESCENT RESOURCES, LLC, a Georgia limited liability company, and that he, as President, being authorized to do so, executed the foregoing instrument on behalf of the limited liability company.

I certify that the Signatory personally appeared before me this day, and
(check one of the following)

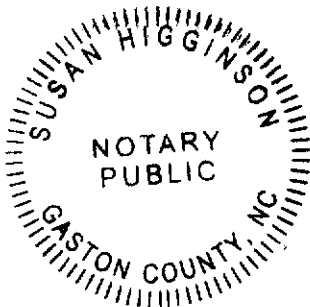
- (I have personal knowledge of the identity of the Signatory); or
- (I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of:

(check one of the following)

- a driver's license or
- in the form of _____); or
- (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal this 3rd day of November, 2009.



[Signature]
Notary Public

Print Name: Susan Higginson
[Note: Notary Public must sign exactly as on notary seal]

My Commission Expires: March 27, 2011

☛ [NOTARY SEAL] (MUST BE FULLY LEGIBLE)

CRP 1006 942

SUNSET POINT, LLC, a North Carolina limited liability company

By [Signature]
Name: Jonathan Andrew Taylor
Title: President

STATE OF NORTH CAROLINA
COUNTY OF McDowell

I, Nana Sain, a Notary Public of McDowell County and State of North Carolina, do hereby certify that Jonathan Andrew Taylor ("Signatory"), personally came before me this day and acknowledged that he/she is President of SUNSET POINT, LLC, a North Carolina limited liability company, and that he/she, as President, being authorized to do so, executed the foregoing instrument on behalf of the limited liability company.

I certify that the Signatory personally appeared before me this day, and
(check one of the following)

 (I have personal knowledge of the identity of the Signatory); or
 (I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of:

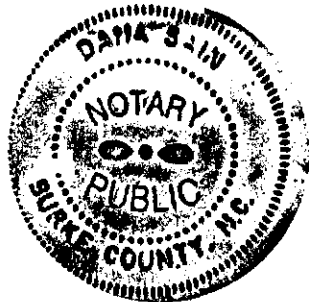
(check one of the following)

a driver's license or
 in the form of); or

 (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal this 6th day of Oct, 2009.



Nana Sain
Notary Public

Print Name: Nana Sain
[Note: Notary Public must sign exactly as on notary seal]

My Commission Expires: 4-11-2011

☞ [NOTARY SEAL] (MUST BE FULLY LEGIBLE)

JANE B MCGEE
Register of Deeds

Mcdowell County Register of Deeds

21 South Main Street, Suite A • Marion, NORTH CAROLINA 28752
Telephone 828-652-4727 • Fax 828-652-1537 • E-Mail jmcgeemcdowell@titlesearcher.com



Filed For Registration: 11/10/2009 11:03:38 AM

Book: CRP 1006 Page: 939-942

Document No.: 2009005340

DEED 4 PGS 28.00

Recorder: LINDA C HARWOOD

State of North Carolina, County of McDowell

Filed for registration and Duly Recorded this 10TH day of NOVEMBER 2009.

JANE B MCGEE, REGISTER OF DEEDS

Linda C. Harwood

By: _____
DEPUTY REGISTER OF DEEDS

DO NOT REMOVE!

This certification sheet is a vital part of your recorded document. Please retain with original document and submit when re-recording.