

2006006930

MCDOWELL CO, NC FEE \$20.00  
PRESENTED & RECORDED:  
09-08-2006 04:35:57 PM  
Patricia A. Reel  
REGISTER OF DEEDS  
BY: CAROLYN I REEL  
DEPUTY REGISTER OF DEEDS  
BK: CRP 885  
PG: 379-381

Prepared by and ~~return~~: William H. Christy, 110 N. Dougherty St., Black Mountain, NC 28711

STATE OF NORTH CAROLINA  
COUNTY OF MCDOWELL

FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS

THIS FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS is made this ~~8<sup>th</sup>~~<sup>5<sup>th</sup></sup> day of ~~August~~<sup>Sept</sup>, 2006, by CRESTON  
PROPERTY OWNERS' ASSOCIATION, INC. ("Association"), a North Carolina corporation  
and CRESTON DEVELOPMENT, LLC, a North Carolina limited liability company  
("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain property known as Creston located in  
Crooked Creek Township, McDowell County, North Carolina, which property appears of record  
in a deed recorded in Deed Book 719, Page 764, McDowell County Registry; and

WHEREAS, Declarant has caused Association to be incorporated under the laws of the  
State of North Carolina for the purpose of exercising certain functions as set forth in this and  
other related documents; and

WHEREAS, the properties are subject to those certain restrictions as set forth in that  
Declaration of Covenants, Conditions and Restrictions of Creston as set forth in Deed Book 719,  
Page 772, which was re-recorded in Book 785, Page 294, (hereafter "Original Declaration") and  
which was amended in Deed Book 734, Page 733, which amendment was re-recorded in Deed  
Book 785, Page 324 (hereafter "First Amendment to Declaration"), a second amendment in  
Book 806, Page 474 (hereafter "Second Amendment to Declaration"), and a third amendment in  
Book \_\_, Page \_\_, all references to the McDowell County Registry; and

WHEREAS, pursuant to Article XI, Section 15 of the Declaration of Covenants,  
Conditions and Restrictions, the said declarations may be amended by written agreement of  
owners of sites to which sixty-seven (67%) percent of the votes in the association are allocated,;

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and

WHEREAS, pursuant to the Bylaws of the Creston Property Owners Association, Inc., a special meeting was held and a vote taken to amend the Covenants as stated below, and the Declarant has assented to such amendments, as is required. The Property Owners Association and Declarant desire to amend the Declaration of Covenants, Conditions and Restrictions of Creston as set forth below:

DECLARATION:

NOW THEREFORE, Declarant does hereby declare that Creston and any additional property as may be added to and subjected to this declaration, is held and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the following amendments to the conditions, and restrictions which are currently of record in the McDowell County Registry. The purpose of these amendments, like the original and amended Covenants, Conditions and Restrictions are for the purpose of protecting the value and desirability of the real property located in Creston, and these second amendments shall run with and be binding upon any parties having any right, title, or interest in and to the described properties or any part thereof, their legal representatives, heirs, successors, and assigns, and shall enure to the benefit of each owner of lots in Creston. The amendments made by this Fourth Amendment are as follows:

**1. Amendment to Section 4 of Article IV, of Original Declaration and the First Amendment to Declaration:** Section 4 ("Special Assessments") of the Original Declaration and the First Amendment to Declaration are hereby **DELETED**. In the place of these sections a new Section 4 and subparts, as follows, is added:

**Section 4. Special Assessment.** In addition to the Annual General Assessments authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year for the purpose of defraying, in whole or in part, the following:

- (a) The cost of any construction, reconstruction, repair, or replacement of a capital improvement authorized by the Board of Directors upon the road system and Common Areas, including, but not limited to, fixtures and personal property, if any, related thereto.
- (b) The cost of any unusual emergency (including, but not limited to, after depletion of any reserves, any unexpected expenditures not provided in the budget or unanticipated increases in the amounts budgeted).
- (c) A special assessment is authorized for the year 2006 for the cost of the installation of a cable system for the development, with the cost to be prorated among all Class A and Class B lots (without distinction), in an amount not to exceed \$2,000.00.

The Board's decision to levy a Special Assessment shall be deemed approved by the Membership unless, within thirty (30) days of receiving notice of the proposed Special Assessment, Members representing a majority of the votes of the Association disapprove in writing.

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This the date first set forth above.

CRESTON DEVELOPMENT, LLC:

BY: *John T. Nelson*  
JOHN T. NELSON, MANAGER

CRESTON PROPERTY OWNER'S ASSOCIATION, INC.

BY: *John T. Nelson*  
JOHN T. NELSON, PRESIDENT

STATE OF NORTH CAROLINA  
COUNTY OF *McDowell*

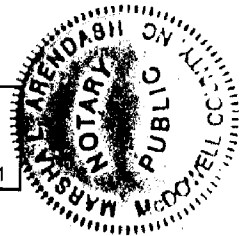
Personally appeared before me this day, the said JOHN T. NELSON, known to me personally or who produced satisfactory evidence of his or her identity in the form of a drivers license, and who acknowledged that he or she voluntarily executed the foregoing instrument for the purposes stated therein and that he is Manager of CRESTON DEVELOPMENT, LLC a limited liability company, and that he as its Manager, being authorized to do so, executed the foregoing on behalf of the corporation.

This the *8<sup>th</sup>* day of *Sept.* ~~August~~, 2006.

*Marsha L. Arendash*  
Notary Public

My Commission Expires:

Marsha L. Arendash  
Notary Public  
McDowell County, NC  
My Commission Expires Mar. 19, 2011



STATE OF NORTH CAROLINA  
COUNTY OF *McDowell*

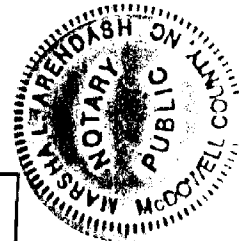
Personally appeared before me this day, the said JOHN T. NELSON, known to me personally or who produced satisfactory evidence of his or her identity in the form of a drivers license, and who acknowledged that he or she voluntarily executed the foregoing instrument for the purposes stated therein and that he/she is President of CRESTON PROPERTY OWNERS ASSOCIATION, INC. a corporation, and that he/she as its President, being authorized to do so, executed the foregoing on behalf of the corporation.

This the *8<sup>th</sup>* day of *SEPT.* ~~August~~, 2006.

*Marsha L. Arendash*  
Notary Public

My Commission Expires:

Marsha L. Arendash  
Notary Public  
McDowell County, NC  
My Commission Expires Mar. 19, 2011



Patricia A. Reel  
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 preelmcdowell@titlesearcher.com



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Filed For Registration: 09/08/2006 04:35:57 PM

Book: CRP 885 Page: 379-381

Document No.: 2006006930

RESTRICTIVE COVENANTS 3 PGS 20.00

Recorder: CAROLYN I REEL

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State of North Carolina, County of McDowell

Filed for registration and Duly Recorded this 08TH day of SEPTEMBER 2006.

PATRICIA A. REEL, REGISTER OF DEEDS

By: *Carolyn I. Reel*

DEPUTY REGISTER OF DEEDS

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**DO NOT REMOVE!**

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