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Prepared by and return to:
George A. Horton, III
Pleasant Green Land Development Co.
504 Meadowlands Drive
Hillsborough, NC 27278

PIN 9897140564 (Lot 33)
9897131656 (Lot 34)
9887042222 (Lot 35)
9897 MAB
MAB 6/8/15

**SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR PLEASANT GREEN FARMS**

THIS SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PLEASANT GREEN FARMS ("Amendment") is made and executed effective as of the 28 day of May, 2015, by PLEASANT GREEN LAND DEVELOPMENT CO., a North Carolina corporation, 504 Meadowlands Drive, Hillsborough, North Carolina 27278 ("Declarant"); DRAYTON VIRKLER and spouse, LAURA HORTON VIRKLER, 4500 Schley Road, Hillsborough, North Carolina 27278 (collectively the "Virklers"); and PLEASANT GREEN FARMS HOMEOWNERS ASSOCIATION, INC., a North Carolina nonprofit corporation, 504 Meadowland Drive, Hillsborough, North Carolina 27278 (the "Association").

WITNESSETH THAT:

WHEREAS, Declarant and the Virklers made and executed that certain Declaration of Covenants, Conditions, Restrictions and Easements for Pleasant Green Farms recorded in Book 4211, Page 290, Orange County Registry; as amended, modified and/or supplements by that certain First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Pleasant Green Farms recorded in Book 4272, Page 570, Orange County Registry; that certain Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Pleasant Green Farms recorded in Book 4564, Page 301, Orange County Registry; that certain Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Pleasant Green Farms recorded in Book 4708, Page 385, Orange County Registry; that certain Fourth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Pleasant Green Farms recorded in Book 4948, Page 133, Orange County Registry; and that certain Fifth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Pleasant Green Farms recorded in Book 5394, Page 290, Orange County Registry (collectively the "Declaration"); and



WHEREAS, the Virklers, being the sole owners of the Virkler Property, have subdivided the Virkler Property into Lots 33, 34 and 35; and

WHEREAS, the parties hereto desire to amend and/or modify the Declaration for the primary purpose of adding Lots 33, 34 and 35 to the Development; and

WHEREAS, the Declaration provides for the addition of Lots subdivided from the Virkler Property to the Development without the approval of any person other than the parties hereto; and

WHEREAS, the Association has joined in the execution of this Amendment for the limited purpose stated below.

NOW, THEREFORE, in consideration of the covenants, conditions, restrictions, easements, charges, liens and mutual benefits set forth in the Declaration and in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Addition of Lots 33, 34 and 35 to the Development. Lot 33, Lot 34 and Lot 35 as shown on that certain plat of survey entitled "TENTH AMENDED SUBDIVISION PLAT- PLEASANT GREEN FARMS-LOTS 33, 34 AND 35 (RECOMBINATION FOR DRAYTON T. AND LAURA H. VIRKLER)" recorded in Plat Book 114, Page 111, Orange County Registry (the "Amended Subdivision Plat"), reference to which Amended Subdivision Plat is hereby made for a more particular description of each such Lot, shall each be and constitute a Lot in the Development having all rights, privileges, easements, liens, duties, obligations and other benefits and burdens granted to and/or imposed upon Lots in the Development by the Declaration, as herein amended and/or modified; provided, however, that notwithstanding any provision contained herein to the contrary, Lot 33, Lot 34 and Lot 35 shall each have and enjoy the benefit of any and all exceptions and/or exemptions expressly granted to each Lot subdivided from the Virkler Property as provided in the Declaration. Declarant hereby grants and conveys to each of Lot 33, Lot 34 and Lot 35, and each Owner thereof, all rights, privileges and easements benefitting each Lot in the Development and/or the Owner thereof as provided in the Declaration, specifically including, without limitation, each of the non-exclusive easements described in Article II of the Declaration to the extent applicable to each of Lot 33, Lot 34 and/or Lot 35 and/or the Owner thereof. The Virklers covenant and agree that Lot 33, Lot 34 and Lot 35 shall each be owned, held, leased, transferred, sold, mortgaged and/or conveyed by the Owner thereof subject to and in accordance with the provisions of the Act and the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration, as herein amended and/or modified, to the extent not inconsistent with the provisions of the Act, the purpose of which shall be to enhance and protect the value and desirability of each Lot and the Development. The Declaration, as herein amended and/or modified, and all of the covenants, conditions, restrictions, easements, charges and liens applicable to each Lot and/or the Owner thereof, as set forth therein, shall benefit and burden each of Lot 33, Lot 34 and Lot 35, shall run with title to each such Lot, and shall be binding upon and inure to the benefit of the Owner of each such Lot and each such Owner's heirs, successors and/or assigns.



2. Subdivision Plat. The Amended Subdivision Plat shall be and constitute an amendment to the Subdivision Plat as provided in the Declaration.

3. Definitions. When and as used in the Declaration, each of the following terms shall have the meaning ascribed to it:

(a) "Category I Lot" shall mean any of Lots 1, 7, 12, 13, 14, 16, 17, 18, 23 and 29 as shown on the Subdivision Plat, and the Kirby Property.

(b) "Category II Lot" shall mean any of Lots 2, 3, 4, 5, 6, 8, 9, 10, 11, 15, 19, 20, 21, 22, 24, 25, 26, 27, 28, 30, 31, 32, 33, 34 and 35 as shown on the Subdivision Plat.

All other terms defined in the Declaration shall have the same meanings in this Amendment as are ascribed to them in the Declaration unless otherwise expressly defined herein.

4. No Other Amendment. Except to the limited extent expressly amended, modified and/or supplemented above, all of the terms, covenants, conditions, restrictions and easements contained in the Declaration shall remain in full force and effect.

5. Association. The Association joins in the execution of this Amendment for the limited purpose of acknowledging its consent to the provisions of this Amendment.

IN WITNESS WHEREOF, each of the parties hereto has caused this Declaration to be duly executed as of the day and year first above written.

[SIGNATURES BEGIN ON NEXT PAGE]



PLEASANT GREEN LAND DEVELOPMENT CO., a North Carolina corporation

By: George A. Horton III (SEAL)
George A. Horton, III, President

STATE OF NORTH CAROLINA
COUNTY OF Orange

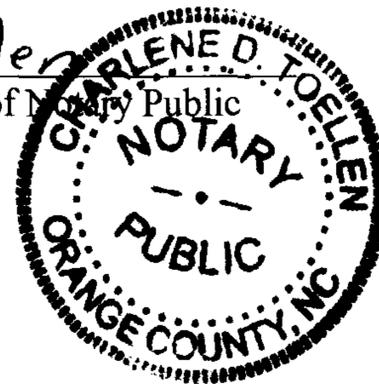
I, Charlene D. Toellen, a Notary Public for said County and State, do hereby certify that George A. Horton, III, the President of PLEASANT GREEN LAND DEVELOPMENT CO., a North Carolina corporation, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing instrument for and as the act of the corporation for the purposes therein expressed. Witness my hand and notarial seal or stamp this 28th day of May, 2015.

Charlene D. Toellen
Notary Public

Charlene D. Toellen
Printed or Typed Name of Notary Public

My Commission expires: 2/23/20

(Seal-Stamp)



[SIGNATURES CONTINUE ON NEXT PAGE]



Drayton Virkler
By: Geo. A. Horton III, A (SEAL)
Drayton Virkler

Laura Horton Virkler
By: Geo. A. Horton III, A (SEAL)
Laura Horton Virkler

STATE OF NORTH CAROLINA
COUNTY OF Orange

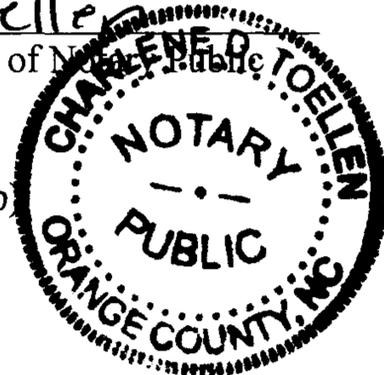
I, Charlene D. Toellen, a Notary Public for said County and State, do hereby certify that George A. Horton, III, attorney in fact for **DRAYTON VIRKLER** and **LAURA HORTON VIRKLER**, personally appeared before me this day and being by me duly sworn acknowledged that he/she executed the foregoing instrument for and on behalf of **DRAYTON VIRKLER** and **LAURA HORTON VIRKLER**, and that his authority to execute the foregoing instrument is contained in instruments duly executed, acknowledged and recorded in the Office of the Register of Deeds of Orange County, North Carolina, on July 23, 2014, and that the foregoing instrument was voluntarily executed by him for the purposes therein stated for and on behalf of **DRAYTON VIRKLER** and **LAURA HORTON VIRKLER** under and by virtue of the authority duly given by said instrument granting him power of attorney. Witness my hand and notarial seal or stamp this 28th day of May, 2015.

Charlene D. Toellen
Notary Public

Charlene D. Toellen
Printed or Typed Name of Notary Public

My Commission expires: 2/23/20

(Seal-Stamp)



[SIGNATURES CONTINUE ON NEXT PAGE]



PLEASANT GREEN FARMS HOMEOWNERS ASSOCIATION, INC., a North Carolina nonprofit corporation

By: *George A. Horton III* (SEAL)
George A. Horton, III, President

STATE OF NORTH CAROLINA
COUNTY OF Orange

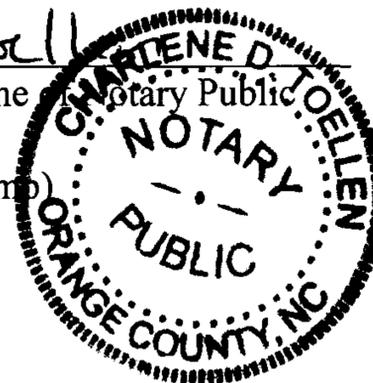
I, Charlene D. Toellen, a Notary Public for said County and State, do hereby certify that George A. Horton, III, the President of **PLEASANT GREEN FARMS HOMEOWNERS ASSOCIATION, INC.**, a North Carolina nonprofit corporation, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing instrument for and as the act of the nonprofit corporation for the purposes therein expressed. Witness my hand and notarial seal or stamp this 27th day of May, 2015.

Charlene D. Toellen
Notary Public

Charlene D. Toellen
Printed or Typed Name of Notary Public

My Commission expires: 2/23/20

(Seal-Stamp)



[SIGNATURE PAGES CONCLUDE]



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