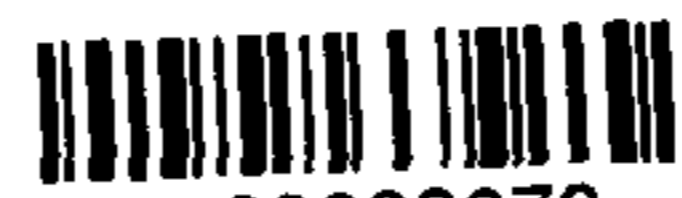


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Fee Amt: \$26.00 Page 1 of 3

Orange County North Carolina  
Mark Chilton, Register of Deeds  
BK **6660** PG **1859 - 1861 (3)**

*Melby Kump*

PREPARED BY: William D. Bernard, a licensed North Carolina attorney

RETURN TO: George A. Horton, III, 320 Executive Court, Hillsborough, NC 27278

PIN: <sup>DBP</sup>9887-83-1486, <sup>DBP</sup>9887-86-4451, <sup>DBP</sup>9897-15-3315, ~~9897-15-7125~~  
9897-15-8328 DBP

**DECLARATION OF IMPERVIOUS SURFACE REALLOCATION  
LOTS 3A, 13, 29 AND 30, PLEASANT GREEN FARMS**

**PLAT BOOK 121, PAGE 183**

**THIS DECLARATION OF IMPERVIOUS SURFACE REALLOCATION** ("Declaration") is made this 1st day of June, 2020, by **PLEASANT GREEN LAND DEVELOPMENT CO.**, a North Carolina corporation having a mailing address of 320 Executive Court, Hillsborough, NC 27278 ("Declarant").

**WITNESSETH THAT:**

**WHEREAS**, Declarant is the owner of certain undeveloped and/or partially developed lots in the Pleasant Green Farms residential subdivision located in Orange County, North Carolina, including Lot (as hereinafter defined); and

**WHEREAS**, Declarant desires to reallocate the impervious surface area for each Lot; and

**WHEREAS**, Declarant has caused a Impervious Surface Area Reallocation Plat to be recorded in Plat Book 121, Page 183, Orange County Registry (the Reallocation Plat), for the purpose of itemizing the impervious surface area reallocation for each Lot.

**NOW, THEREFORE**, Declarant hereby declares that, effective as of the date and time of recordation of this Declaration in the Office of the Register of Deeds of Orange County, North Carolina, each Lot shall be owned, held, leased, transferred, sold, mortgaged and/or conveyed by Declarant and each

subsequent owner of each Lot subject to and in accordance the covenants, conditions and restrictions set forth in this Declaration, the purpose of which shall be to enhance and protect the value and desirability of each Lot. This Declaration and all of the covenants, conditions and restrictions set forth herein shall benefit and burden each Lot, shall run with title to each Lot, and shall be binding upon and inure to the benefit of Declarant and each subsequent owner of any Lot and their respective heirs, successors and/or assigns.

1. Descriptions of the Lots. The lots in the Pleasant Green Farms subdivision subject to the provisions of this Declaration shall include those certain tracts or parcels of land lying and being in Orange County, North Carolina, and more particularly described as follows (collectively the "Lots" and each a "Lot"):

Lot 3A, containing 10.012 acres, more or less, as shown on that certain plat of survey recorded in Plat Book 121, Page 145, Orange County Registry, reference to which plat of survey is hereby made for a more particular description of such tract or parcel of land (PIN 9887-83-1486).

Lot 13 containing 10.117 acres, more or less, as shown on those certain plats of survey recorded in Plat Book 118, Pages 103 and 104, Orange County Registry, reference to which plats of survey is hereby made for a more particular description of such tract or parcel of land (PIN 9887-86-4451).

Lot 29, containing 10.729 acres, more or less, as shown on that certain plat of survey recorded in Plat Book 121, Page 116, Orange County Registry, reference to which plat of survey is hereby made for a more particular description of such tract or parcel of land (PIN 9897-15-3315).

Lot 30, containing 11.693 acres, more or less, as shown on those certain plats of survey recorded in Plat Book 119, Pages 126 through 128, Orange County Registry, reference to which plats of survey is hereby made for a more particular description of such tract or parcel of land (PIN 9897-15-7125).

2. Impervious Surface Area Reallocation. Each Lot is located in the Little River Watershed Protection Overlay District. The residential impervious surface for each Lot shall not exceed six percent (6%) of the Lot.

The new, revised allowable remaining impervious surface allocation for each Lot shall be as follows:

Lot 3A: 15,000 square feet.  
 Lot 13: 17,654 square feet.  
 Lot 29: 16,000 square feet.  
 Lot 30: 15,000 square feet.

The above-stated square footage for each Lot denotes the maximum allowable remaining impervious surface area for such Lot having subtracted the square footage of current existing impervious surfaces (e.g., existing structures, driveways and streets) as itemized on the Reallocation Plat.

3. Duration. The above-stated reallocation of impervious surface area for each Lot shall remain in full force and effect until such time as it is removed or modified by the Lot owner with the consent of Orange County or another governmental unit with jurisdiction over the Lot, or by official legislative or administrative action of Orange County or another governmental unit with jurisdiction over the Lot.

4. No Other Amendment. Except to the limited extent otherwise expressly provided herein, all of the terms, covenants, conditions, restrictions and easements applicable to each of the Lots as contained in the 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 supplemented from time to time, shall remain in full force and effect.

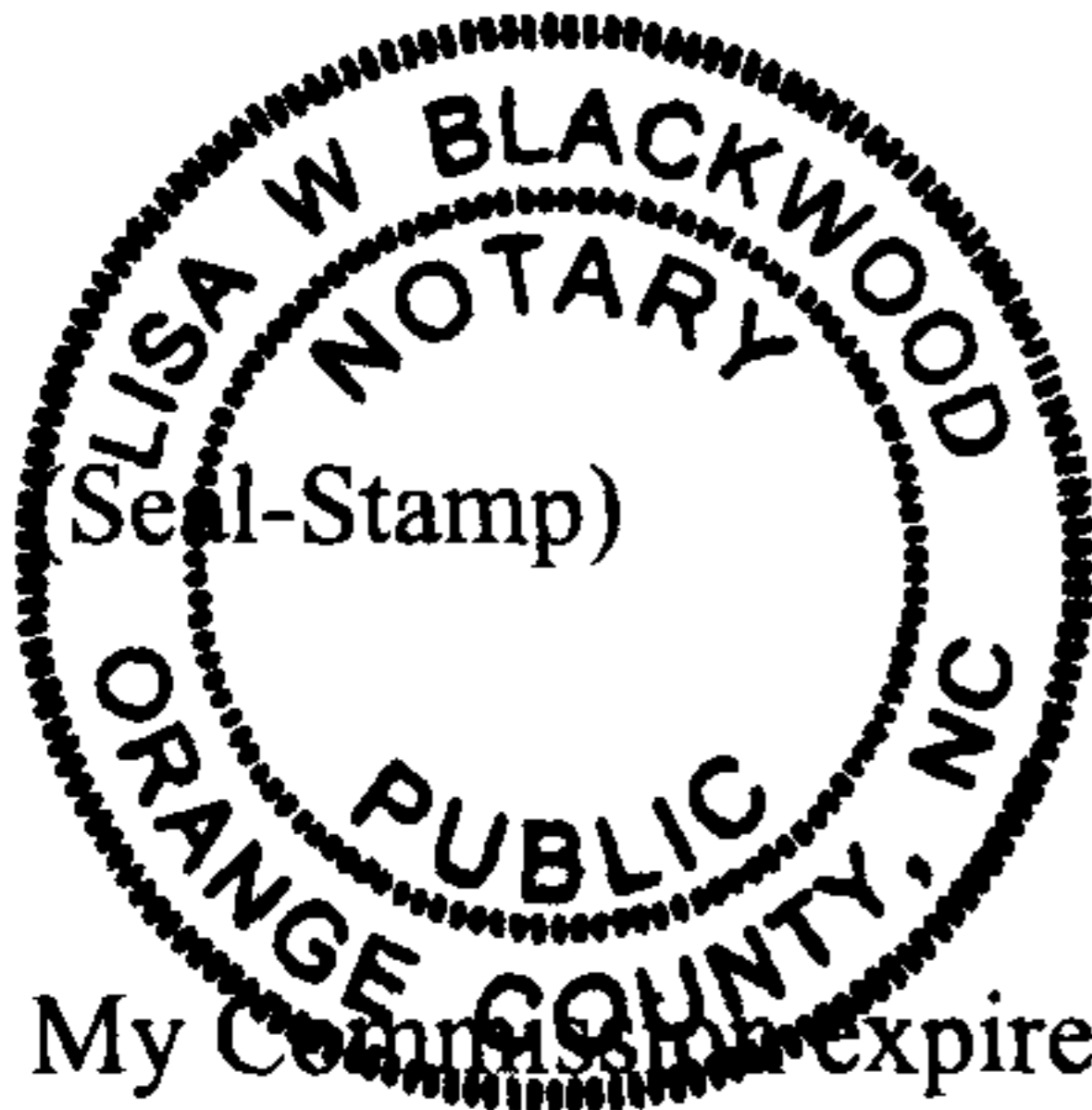
**IN WITNESS WHEREOF**, Declarant has caused this Declaration to be duly executed as of the day and year first above written.

**PLEASANT GREEN LAND DEVELOPMENT CO.**  
a North Carolina corporation

By: [Signature] (Seal)  
George A. Horton, III, President

STATE OF NORTH CAROLINA  
COUNTY OF Orange

I, Lisa W Blackwood, 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 1st day of June, 2020.



Lisa W Blackwood  
Notary Public  
Lisa W Blackwood  
Printed or Typed Name of Notary Public

My Commission expires: 03-03-2024