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FOR MULTIPLE PIN SHEET
SEE BOOK 5394 PAGE 290

Prepared By and Return To:
William D. Bernard
Brown & Bunch, PLLC
101 North Columbia Street
Chapel Hill, NC 27514



20120629000143160 AMD
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FILED Deborah B. Brooks
Register of Deeds, Orange Co., NC
Recording Fee: \$26.00
NC Real Estate TX: \$.00

RC DB

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

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PLEASANT GREEN FARMS ("Amendment") is made and executed effective as of the Date of Amendment (as hereinafter defined) by PLEASANT GREEN LAND DEVELOPMENT CO., a North Carolina corporation, 504 Meadowlands Drive, Hillsborough, North Carolina 27278 ("Declarant"); STEPHEN ARVAD FRASHER and spouse, SANDRA SPENCER FRASHER, 189 Tall Oaks Circle, Hillsborough, North Carolina 27278; MARILYN HOCKENBERRY, 14302 Lofty Mountain Trail, Houston, Texas 77052; WALKER DILLARD KIRBY (WIDOW), 17 DeHart Street, Morristown, New Jersey 07963-0151 ("Kirby"); KATHERINE RATLIFF LEIB and spouse, RICHARD CHARLES LEIB, III, 3813 SW Durham Drive, Durham, North Carolina 27707-6510; JOSEPH E. MATSKO and spouse, ROSIE M. MATSKO, 3531 NC Highway 54 West, Chapel Hill, North Carolina 27516; WILLAM R. PETERS and spouse, MARIA DEL PILAR LOTERO (also known as Maria D. Montoya), 105 Edgehill Place, Chapel Hill, North Carolina 27516; JEFFREY J. RUSSELL and spouse, GWYN M. RUSSELL, 4041 Pleasant Green Road, Durham, North Carolina 27705; DRAYTON TIMMS VIRKLER and spouse, LAURA HORTON VIRKLER, 250 Withers Way, 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; and 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 (collectively the "Declaration"); and

WHEREAS, the Declarant Property, the Virkler Property and each of the Lots are subject to and encumbered by each of the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, Kirby is the sole owner of the Kirby Property (as hereinafter defined); and

WHEREAS, the parties hereto desire to amend and/or modify the Declaration for the purposes of, without limitation, adding the Kirby Property to the Development and subjecting the Kirby Property to each of the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration when and as provided herein; and

WHEREAS, the parties hereto include the Owners to which at least sixty-seven percent (67%) of the Association's Class A membership votes are allocated and the Declarant, as provided in the Declaration, and Kirby; and

WHEREAS, the Owners and the Association have joined in the execution of this Amendment for the limited purpose(s) stated herein.

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. Kirby Property. Effective as of the date of Kirby's death or the date of any conveyance or transfer of record title to the Kirby Property to any person(s) and/or entity(ies), whichever shall first occur (hereinafter referred to as the "Inclusion Date"), the Kirby Property shall then and thereupon become and be a Lot in the Development and shall have all rights, privileges, easements, liens, duties, obligations and other benefits and burdens granted and/or appurtenant to, and/or imposed upon, each Lot in the Development by the Declaration, as herein amended and/or modified. Declarant hereby grants and conveys to the Owner of the Kirby Property, effective as of the Inclusion Date, all rights, privileges and easements benefitting each of the Lots 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 Section 2.01 and elsewhere in Article II of the Declaration to the extent applicable to each Lot in the Development and/or the Owner thereof. Kirby covenants and agrees that, effective as of the Inclusion Date, the Kirby Property shall then and at all times thereafter be owned, held, leased, transferred, sold, mortgaged and/or conveyed by the Owner of the Kirby Property subject to and in accordance with the provisions of the Act and each of 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. Effective as of the Inclusion Date, 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 the Kirby Property, shall run with title to the Kirby Property, and shall be binding upon and inure to the benefit of each Owner of the Kirby Property and each such Owner's heirs, successors and/or assigns. The purpose of the foregoing is to enhance and protect the value and desirability of the Kirby Property and the Development. Notwithstanding the foregoing, all of the provisions of this paragraph shall be subject to the withdrawal provisions contained in paragraph 5 below.

2. Definitions. When and as used in this Amendment and 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, 11, 12, 13, 14, 16, 17, 18, 23 and 29, the Virkler Property and any Lot subdivided from the Virkler Property as shown on the Subdivision Plat.

(b) "Category II Lot" shall mean any of Lots 2, 3, 4, 5, 6, 8, 9, 10, 15, 19, 20, 21, 22, 24, 25, 26, 27, 28, 30, 31 and 32. Subject to the provisions of paragraph 5 below, effective as of the Inclusion Date the term "Category II Lot" shall also include the Kirby Property.

(c) "Kirby Property" shall mean that certain tract or parcel of land located in Orange County, North Carolina, and more particularly described as being all of Lot 5, containing 13.05 acres, more or less, as shown on a plat of survey recorded in Plat Book 96, Page 125, Orange County Registry, reference to which plat of survey is hereby made for a more particular description.

(d) "Lot" shall mean (i) any tract or parcel of land at any time subdivided from the Declarant Property for separate ownership and residential use as provided in this Declaration and as shown on the Subdivision Plat; and (ii) the Virkler Property, or any part thereof, including any tract or parcel of land at any time subdivided from the Virkler Property for separate ownership and residential use as provided in the Declaration and as shown on the Subdivision Plat. Each Lot shall be assigned a unique identifying number on the Subdivision Plat. The term "Lot" shall not include any Common Elements or any other part of the Declarant Property that has not been subdivided for separate ownership and residential use. Subject to the provisions of paragraph 5 below, effective as of the Inclusion Date the term "Lot" shall also include the Kirby Property.

(e) "Owner" shall mean any Person, whether one or more, who holds record title to any Lot. The term "Owner" shall not include any Person who shall have or acquire an interest in a Lot merely as security for the performance of an obligation. The term "Owner" shall include (i) the Declarant for so long as the Declarant shall hold or retain record title to the Declarant Property, or any part thereof, including any Lot subdivided from the Declarant Property as shown on the Subdivision Plat; and (ii) the Virklers (or either of them) for so long as the Virklers (or either of them) shall hold or retain record title to the Virkler Property, or any part thereof, including any Lot subdivided from the Virkler Property as shown on the Subdivision Plat. Subject to the provisions of paragraph 5 below, effective as of the Inclusion Date and the term "Owner" shall also include each Person who shall hold or retain record title to the Kirby Property



(f) "Property" shall mean the Declarant Property and the Virkler Property. Subject to the provisions of paragraph 5 below, effective as of the Inclusion Date the term "Property" shall also include the Kirby Property

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.

3. Special Provisions Applicable to the Kirby Property. Subject to the provisions of paragraph 5 below, and notwithstanding any other provision contained in this Amendment or in the Declaration to the contrary:

(a) At no time on or after the date this Amendment is recorded in the Office of the Register of Deeds of Orange County, North Carolina, shall the Kirby Property be subdivided into any two (2) or more Lots, parcels or tracts of land.

(b) On or after the Inclusion Date, Declarant shall assign a unique identifying number within the Development to the Kirby Property by recording an amended or supplemental Subdivision Plat in the Office of the Register of Deeds of Orange County, North Carolina. The Owner of the Kirby Property shall not be required to sign any such amended or supplemental Subdivision Plat. Upon the recording of such amended or supplemental Subdivision Plat, the legal description of the Kirby Property shall thereafter reference the identifying number assigned to the Kirby Property as shown thereon.

(c) Effective as of the Inclusion Date, the perpetual non-exclusive variable width access easement granted by Declarant for the benefit of the Kirby Property over and across a portion of the Declarant Property for the sole and exclusive purpose of providing a means of pedestrian and vehicular ingress, egress and regress to and from the Kirby Property and NCSR 1548 (Schley Road) as shown on that certain plat of survey recorded in Plat Book 100, Page 158, Orange County Registry, which access easement is recorded in Book 4164, Page 7, Orange County Registry, shall terminate and neither Declarant nor the Owner of the Kirby Property shall have any further rights, duties or obligations with respect thereto. Effective as of the Inclusion Date, the sole means of pedestrian and vehicular ingress, egress and regress to and from the Kirby Property and NCSR 1548 (Schley Road) shall be the perpetual non-exclusive Private Roads Easement herein granted and conveyed by Declarant for the benefit of the Kirby Property and the Owner thereof pursuant to Section 2.01 of the Declaration.

(d) The provisions of **ARTICLE V** and **Section 10.02** of the Declaration shall not apply to any Building or other Improvement existing upon the Kirby Property as of the Inclusion Date, nor shall any such Article or Section, nor any other provision of the Declaration, require or be construed to require (i) any alteration or removal of, or any addition to, any Building or Improvement existing upon the Kirby Property as of the Inclusion Date, or (ii) the construction, erection or placement of any Building or Improvement upon the Kirby Property which does not exist upon the Kirby Property as of the Inclusion Date. The provisions of paragraph may not be amended, modified, altered or deleted without the written consent of the Owner of the Kirby Property.

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. Withdrawal of Kirby Property. Notwithstanding any provision contained in this Amendment to the contrary, the Kirby Property may be withdrawn from the operation and effect of this Amendment, in its entirety, upon the execution of a Notice of Withdrawal by Kirby or by Kirby's duly appointed attorney-in-fact and the recording of such Notice of Withdrawal in the Office of the Register of Deeds of Orange County, North Carolina, prior to the Inclusion Date. Upon the recording of such Notice of Withdrawal prior to the Inclusion Date, (a) the Kirby Property shall not become or be a "Lot" in the Development, (b) no provision contained in this Amendment or in the Declaration shall in any manner bind, encumber or burden the Kirby Property or any Owner of the Kirby Property, and (c) each of the special provisions applicable to the Kirby Property contained in paragraph 3 above (including each of subparagraphs (a), (b), (c) and (d)), shall be null and void and of no legal consequence or effect.

6. Consent of Owners. Each undersigned Owner joins in the execution of this Amendment for the limited purpose of acknowledging his/her consent to this Amendment, including each of the recitals and other provisions contained herein.


7. Association. The Association joins in the execution of this Amendment for the limited purpose of rendering the following certification:

By authority of its Board of Directors, Pleasant Green Farms Homeowners Association, Inc. hereby certifies that this Amendment has been duly approved by the Owners to which at least sixty-seven percent (67%) of the Association's Class A membership votes are allocated, and the Declarant, and is, therefore, a valid amendment to the Declaration.

8. Date of Amendment. When and as used in this Amendment, the term "Date of Amendment" shall be the date as of which each party to this Amendment shall have duly executed this Amendment as indicated by the respective notaries' acknowledgements.

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.

PLEASANT GREEN LAND DEVELOPMENT CO., a North Carolina corporation

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

STATE OF NORTH CAROLINA
COUNTY OF Orange



I, Charlene D. Toellen, a Notary Public in and 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 18th day of May, 2012.

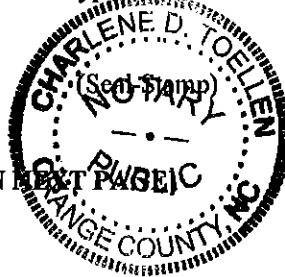
Charlene D. Toellen

Notary Public

Charlene D. Toellen

Printed or Typed Name of Notary Public

My Commission expires: 2/23/2015



[SIGNATURES CONTINUE ON NEXT PAGE]



[Handwritten Signature]

(SEAL)

Stephen Arvad Frasher
Arvad

[Handwritten Signature]

(SEAL)

Sandra Spencer Frasher

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

I, NEAL W. FOX, a Notary Public in and for said county and State, do hereby certify that Stephen Arvad Frasher personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing instrument for the purposes therein expressed. Witness my hand and notarial seal or stamp this 25 day of April, 2012.

[Handwritten Signature]

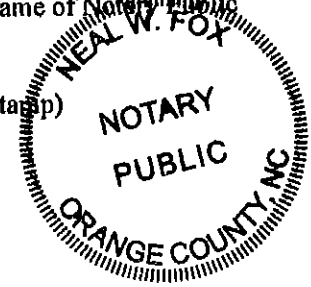
Notary Public

NEAL W. FOX

Printed or Typed Name of Notary Public

My Commission expires: 11-09-2014

(Seal-Stamp)



STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in and for said county and State, do hereby certify that Sandra Spencer Frasher personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing instrument for the purposes therein expressed. Witness my hand and notarial seal or stamp this ___ day of _____, 2012.

Notary Public

Printed or Typed Name of Notary Public

My Commission expires: _____

(Seal-Stamp)

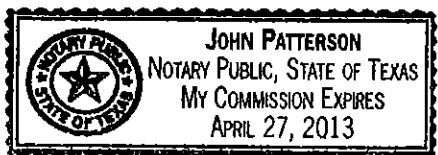
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Marilyn Hockenberry (SEAL)
Marilyn Hockenberry

STATE OF TEXAS
COUNTY OF HARRIS

I, John Patterson a Notary Public in and for said county and State, do hereby certify that Marilyn Hockenberry personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing instrument for the purposes therein expressed. Witness my hand and notarial seal or stamp this 18 day of April, 2012.



[Signature]
Notary Public

John Patterson
Printed or Typed Name of Notary Public

My Commission expires: April 27, 2013

(Seal-Stamp)

[SIGNATURES CONTINUE ON NEXT PAGE]



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Walker Dillard Kirby (SEAL)
Walker Dillard Kirby (Widow)

STATE OF New Jersey
COUNTY OF Morris

I, Jacqueline M. Redling, a Notary Public in and for said county and State, do hereby certify that Walker Dillard Kirby (Widow) personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing instrument for the purposes therein expressed. Witness my hand and notarial seal or stamp this 12th day of March, 2012.

Jacqueline M. Redling
Notary Public

Jacqueline M. Redling
Printed or Typed Name of Notary Public

My Commission expires: JACQUELINE M. REDLING
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 04/14/2018 (Seal-Stamp)

[SIGNATURES CONTINUE ON NEXT PAGE]

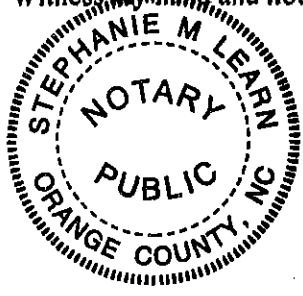


[Signature] (SEAL)
Katherine Ratliff Leib

[Signature] (SEAL)
Richard Charles Leib, III

STATE OF NC
COUNTY OF Durham

I, Stephanie M. Learn, a Notary Public in and for said county and State, do hereby certify that Katherine Ratliff Leib personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing instrument for the purposes therein expressed. Witness my hand and notarial seal or stamp this 13 day of April, 2012.



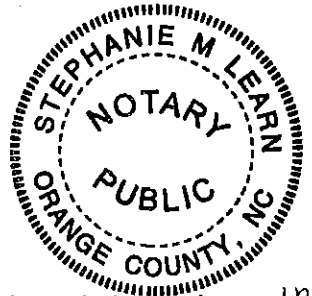
[Signature]
Notary Public

Stephanie M. Learn
Printed or Typed Name of Notary Public

My Commission expires: 12/27/2014 (Seal-Stamp)

STATE OF NC
COUNTY OF Durham

I, Stephanie M. Learn, a Notary Public in and for said county and State, do hereby certify that Richard Charles Leib, III personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing instrument for the purposes therein expressed. Witness my hand and notarial seal or stamp this 13 day of April, 2012.



[Signature]
Notary Public

Stephanie M. Learn
Printed or Typed Name of Notary Public

My Commission expires: 12/27/2014 (Seal-Stamp)

[SIGNATURES CONTINUE ON NEXT PAGE]

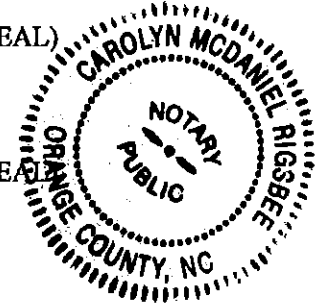


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Joseph E. Matsko
Joseph E. Matsko
Rosie M. Matsko
Rosie M. Matsko

(SEAL)

(SEAL)



STATE OF North Carolina
COUNTY OF ORANGE

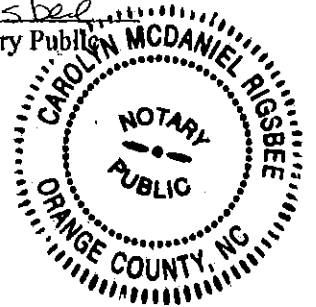
I, Carolyn McDaniel Rigbee a Notary Public in and for said county and State, do hereby certify that Joseph E. Matsko personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing instrument for the purposes therein expressed. Witness my hand and notarial seal or stamp this 26 day of May, 2012.

Carolyn McDaniel Rigbee
Notary Public

Carolyn McDaniel Rigbee
Printed or Typed Name of Notary Public

My Commission expires: December 21, 2015

(Seal-Stamp)



STATE OF North Carolina
COUNTY OF ORANGE

I, Carolyn McDaniel Rigbee a Notary Public in and for said county and State, do hereby certify that Rosie M. Matsko personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing instrument for the purposes therein expressed. Witness my hand and notarial seal or stamp this 26 day of May, 2012.

Carolyn McDaniel Rigbee
Notary Public

Carolyn McDaniel Rigbee
Printed or Typed Name of Notary Public

My Commission expires: December 21, 2015

(Seal-Stamp)



[SIGNATURES CONTINUE ON NEXT PAGE]



[Signature] (SEAL)
William R. Peters

[Signature] (SEAL)
Maria Del Pilar Lotero (also known as Maria D. Montoya)

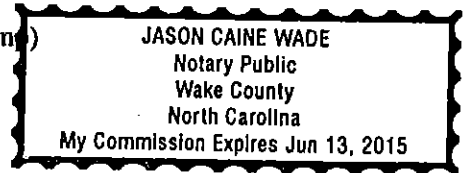
STATE OF NC
COUNTY OF Orange

I, Jason Caine Wade, a Notary Public in and for said county and State, do hereby certify that William R. Peters personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing instrument for the purposes therein expressed. Witness my hand and notarial seal or stamp this 4th day of May, 2012.

[Signature]
Notary Public
Jason Caine Wade
Printed or Typed Name of Notary Public

My Commission expires: June 13, 2015

(Seal-Stamp)



STATE OF NC
COUNTY OF Orange

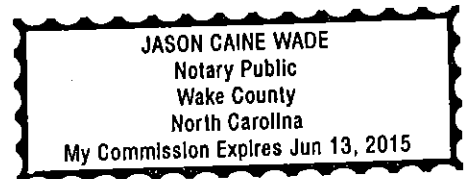
I, Jason Caine Wade, a Notary Public in and for said county and State, do hereby certify that Maria Del Pilar Lotero (also known as Maria D. Montoya) personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing instrument for the purposes therein expressed. Witness my hand and notarial or stamp seal this 4th day of May, 2012.

[Signature]
Notary Public
Jason Caine Wade
Printed or Typed Name of Notary Public

My Commission expires: June 13, 2015

(Seal-Stamp)

[SIGNATURES CONTINUE ON NEXT PAGE]





Jeffrey J. Russell (SEAL)

Gwyn M. Russell (SEAL)
Gwyn M. Russell

STATE OF North Carolina
COUNTY OF Orange

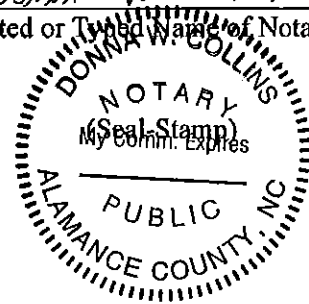
I, Donna W. Collins, a Notary Public in and for said county and State, do hereby certify that Jeffrey J. Russell personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing instrument for the purposes therein expressed. Witness my hand and notarial seal or stamp this 16th day of May, 2012.

Donna W. Collins

Notary Public

Donna W. Collins
Printed or Typed Name of Notary Public

My Commission expires: 2/18/17



STATE OF North Carolina
COUNTY OF Orange

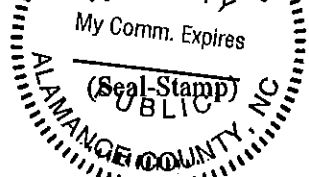
I, Donna W. Collins, a Notary Public in and for said county and State, do hereby certify that Gwyn M. Russell personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing instrument for the purposes therein expressed. Witness my hand and notarial or stamp seal this 16th day of May, 2012.

Donna W. Collins

Notary Public

Donna W. Collins
Printed or Typed Name of Notary Public

My Commission expires: 2/18/17



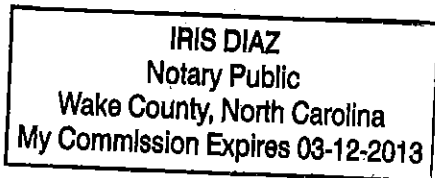
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[Signature] (SEAL)
 Drayton Timms Virkler
[Signature] (SEAL)
 Laura Horton Virkler

STATE OF NORTH CAROLINA
 COUNTY OF Durham

I, IRIS DIAZ, a Notary Public in and for said county and State, do hereby certify that Drayton Timms Virkler personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing instrument for the purposes therein expressed. Witness my hand and notarial seal or stamp this 20th day of April, 2012.

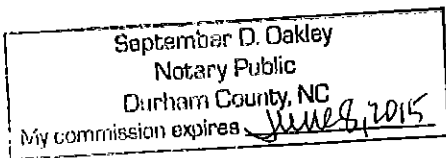


[Signature]
 Notary Public
IRIS DIAZ
 Printed or Typed Name of Notary Public

My Commission expires: 03-12-2013 (Seal-Stamp)

STATE OF NORTH CAROLINA
 COUNTY OF Durham

I, September D. Oakley, a Notary Public in and for said county and State, do hereby certify that Laura Horton Virkler personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing instrument for the purposes therein expressed. Witness my hand and notarial seal or stamp this 12th day of April, 2012.



[Signature]
 Notary Public
September D. Oakley
 Printed or Typed Name of Notary Public

My Commission expires: June 8, 2015 (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

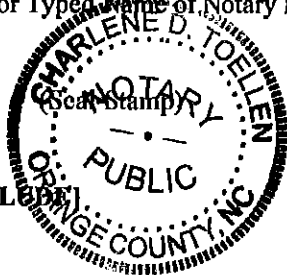
STATE OF NORTH CAROLINA
COUNTY OF Orange

I, Charlene D. Toellen, a Notary Public in and 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 18th day of May, 2012.

Charlene D. Toellen
Notary Public

Charlene D. Toellen
Printed or Typed Name of Notary Public

My Commission expires: 2/23/2015



[SIGNATURE PAGES CONCLUDED]