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05/01/2007 04:45:32PM 1/5

FILED Joyce H. Pearson
Register of Deeds Orange COUNTY, NC
BY:

Deputy *Linda Chuker*

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BN*

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

PIN

FOR MULTIPLE PIN SHEET
SEE BOOK 4272 PAGE 569

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

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PLEASANT GREEN FARMS ("Amendment") is made and executed this 13th day of April, 2007, by **PLEASANT GREEN LAND DEVELOPMENT CO.**, a North Carolina corporation, 1000 Corporate Drive, Suite 109, Hillsborough, North Carolina 27278 ("Declarant"); **DRAYTON TIMMS VIRKLER** and spouse, **LAURA HORTON VIRKLER**, 4500 Schley Road, Hillsborough, North Carolina 27278 (the "Virklers"); and **PLEASANT GREEN FARMS HOMEOWNERS ASSOCIATION, INC.**, a North Carolina nonprofit corporation, 1000 Corporate Drive, Suite 109, Hillsborough, North Carolina 27278 (the "Association").

WITNESSETH THAT:

WHEREAS, Declarant and the Virkler have 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 (the "Declaration"); and

WHEREAS, Declarant and the Virklers desire to amend and/or modify the Declaration as provided below; and

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

NOW, THEREFORE, Declarant and the Virklers hereby amend and/or modify the Declaration as follows:

1. When and as used in the Declaration, the term "Category I Lot" shall mean any of Lots 1, 7, 11, 12, 13, 14, 16, 17, 18 and 29 as shown on the Subdivision Plat.

2. When and as used in the Declaration, the term "Category II Lot" shall mean any of Lots 2, 3, 4, 5, 6, 8, 9, 10, 15, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 30, 31 and 32, the Virkler Property and any Lot subdivided from the Virkler Property as shown on the Subdivision Plat.

3. Section 4.03 (i) of the Declaration shall henceforth provide as follows:

(i) Animals and Pets. No animal of any kind shall be boarded, stabled, housed, pastured, bred, raised or otherwise kept by any Person on any Lot unless expressly permitted herein. Dogs, cats and other domesticated household pets may be kept on each Lot for the sole pleasure and use of the occupants of such Lot, but not for any commercial use or purpose. A limited number of sheep, goats, dairy cows, pigs and/or poultry may be kept on each Lot for the sole pleasure and use of the occupants of such Lot, but not for any commercial use or purpose, with the prior written consent of the Declarant during the Period of Declarant Control or, thereafter, by the Board of Directors. Outside housing for dogs and other pets and animals shall be constructed in such a way that barking dogs or other loud animals shall not be heard by other Owners at night. No commercial kennels shall be permitted on any Lot.

No equine shall be stabled, pastured or otherwise kept on any Category I Lot or on any Common Area. Equines may be stabled, pastured, bred, raised and/or trained on any Category II Lot for the non-commercial personal use and enjoyment of the Owner of such Category II Lot and such Owner's family members, tenants, guests and invitees; provided, however, that (a) the total number of equines at any time stabled, pastured or otherwise kept on any Category II Lot, exclusive of the Virkler Property or any Lot subdivided therefrom, shall not exceed one (1) per one and one-half (1-1/2) acres of useable fenced pasture on such Category II Lot without the prior written consent of the Declarant during the Period of Declarant Control or, thereafter, the Board of Directors, except that a mare and foal may be kept on two (2) acres of useable fenced pasture on such Category II Lot, and (b) equines may be stabled, pastured, bred, raised and/or trained on the Virkler Property or on any Lot subdivided therefrom for any commercial or non-commercial use or purpose. Nothing contained in this paragraph shall be construed or interpreted to prevent, preclude or in any manner limit the use of any Trail located on any Category I Lot or Common Area by any Owner or any owner's family members, tenants, guests or invitees for the riding of equines.

In addition to the foregoing, each and every pet and other animal at any time boarded, stabled, housed, pastured, bred, raised or otherwise kept on any Lot shall, at all times, be (A) properly housed or contained in compliance with the provisions of this Declaration, the Guidelines, the Rules and Regulations and any applicable local, state or federal code, ordinance, regulation, statute or law, (B) adequately supervised, contained and controlled by the Owner of such Lot so as not to chase or molest wildlife or create a nuisance (including any nuisance resulting from noise or odor), menace or danger to any Person within or outside the Development, and (C) properly cared for in good health and condition with all required vaccinations. The health, welfare and condition of each pet and other animal boarded, stabled, housed, pastured, bred, raised or otherwise kept on any Lot is the responsibility of the Owner of such Lot. No pet or other animal

boarded, housed, pastured, bred, raised or otherwise kept on any Lot shall be allowed to run free on any other Lot or Common Area.

The Declarant during the Period of Declarant Control or, thereafter, the Board of Directors shall have the power and authority to require any Owner to remove any pet or other animal from such Owner's Lot in the event such Owner shall fail to comply with the foregoing provisions.

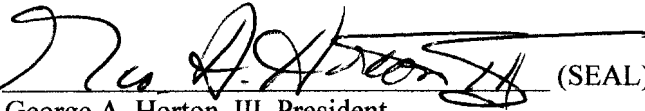
Except to the limited extent expressly amended and/or modified above, all of the terms, covenants, conditions, restrictions and easements contained in the Declaration shall remain in full force and effect.

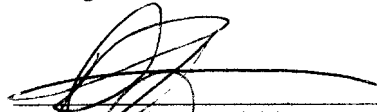
The Association joins in the execution of this Amendment for the limited purpose of rendering the following certification:

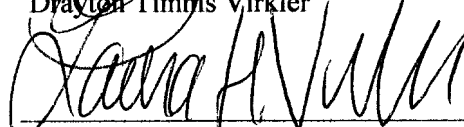
By authority of its Board of Directors, Pleasant Green Farms Homeowners Association, Inc. hereby certifies that this Amendment has been duly approved by the Owners of all of the Lots in Pleasant Green Farms and is, therefore, a valid amendment to the Declaration.

IN WITNESS WHEREOF, Declarant, the Virklers and the Association have each caused this Declaration to be duly executed as of the day and year first above written.

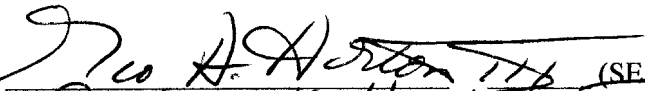
PLEASANT GREEN LAND DEVELOPMENT CO., a North Carolina corporation

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

 (SEAL)
Drayton Timms Virkler

 (SEAL)
Laura Horton Virkler

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

By:  (SEAL)
Name: George A Horton III
Title: Director / President

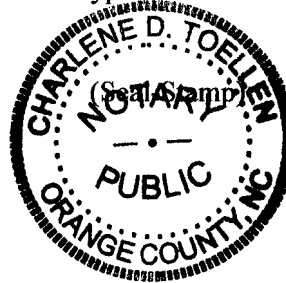
STATE OF NORTH CAROLINA
COUNTY OF Orange

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 this 30th day of April, 2007.

Charlene D. Toellen
Notary Public

Charlene D. Toellen
Printed or Typed Name of Notary Public

My Commission expires: 2/23/2010



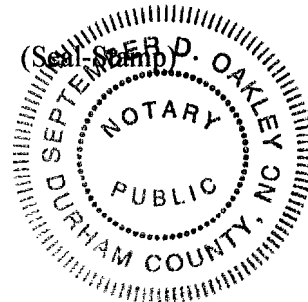
STATE OF NORTH CAROLINA
COUNTY OF Durham

I, September D. Oakley, a Notary Public in and for said county and State, do hereby certify that Drayton Timms Virkler 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 this 30 day of April, 2007.

September D. Oakley
Notary Public

September D. Oakley
Printed or Typed Name of Notary Public

My Commission expires: June 8, 2010



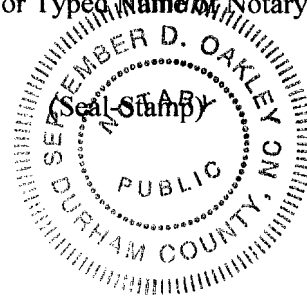
STATE OF NORTH CAROLINA
COUNTY OF Durham

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 and as the act of the corporation for the purposes therein expressed. Witness my hand and notarial seal this 30 day of April, 2007.

September D. Oakley
Notary Public

September D. Oakley
Printed or Typed Name of Notary Public

My Commission expires June 8, 2010



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 this 30th day of April, 2007.

Charlene D. Toellen
Notary Public

Charlene D. Toellen
Printed or Typed Name of Notary Public

My Commission expires: 2/23/2010

