

FOR REGISTRATION
Willie L. Covington
REGISTER OF DEEDS
Durham County, NC
2013 OCT 01 11:03:49 AM
BK: 7371 PG: 482-564
DECLARATION
FEE: \$298.00
INSTRUMENT # 2013037857

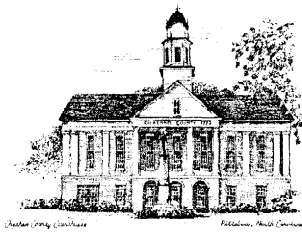


COUNTY OF CHATHAM

TREVA B. SEAGROVES
REGISTER OF DEEDS

P.O. BOX 756
PITTSBORO, NC 27312

TELEPHONE
(919) 542-8235



Pittsboro, NC 27312
ORGANIZED 1770 707 SQUARE MILES

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

I, TREVA B. SEAGROVES, REGISTER OF DEEDS IN AND FOR THE ABOVE NAMED STATE AND COUNTY, DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND EXACT COPY OF AN INSTRUMENT RECORDED IN THE CHATHAM COUNTY REGISTRY ON OCTOBER 1, 2013 IN BOOK 1711 PAGES 984 THROUGH 1065.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND CAUSED THE OFFICIAL SEAL OF MY SAID OFFICE TO BE AFFIXED HERETO THIS OCTOBER 1, 2013

TREVA B. SEAGROVES Treva B. Seagroves ASSISTANT
REGISTER OF DEEDS



Return to
B. Gene Davis
615 Oberlin Rd Ste 40
Raleigh NC 27605

FILED
 CHATHAM COUNTY NC
 TREVA B. SEAGROVES
 REGISTER OF DEEDS

FILED Oct 01, 2013
 AT 08:47:28 am
 BOOK 01711
 START PAGE 0984
 END PAGE 1065
 INSTRUMENT # 11624
 EXCISE TAX (None)

BOOK 1711 PAGE 0984

Prepared by and return to: R. Gene Davis, Jr., 615 Oberlin Road, Suite 40, Raleigh, NC 27605

**STATE OF NORTH CAROLINA
 COUNTY OF CHATHAM**

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
 RESTRICTIONS OF COLVARD FARMS SUBDIVISION**

This Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision is made and entered into as of this 27th day of September, 2013, by not less than seventy-five percent (75%) of the Lot Owners subject to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Colvard Farms Subdivision recorded in Book 991, Page 311, Chatham County Registry, on January 11, 2003, as subsequently amended (the "Declaration").

WITNESSETH:

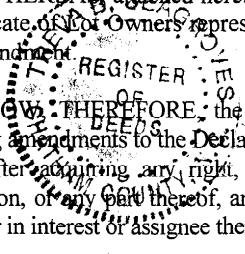
WHEREAS, the Declaration provides that the Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners agreeing to amend the Declaration upon the recording of such amendment; and

WHEREAS, the parties to this instrument desire to amend the Declaration as set forth herein below; and

WHEREAS, there are a total of 305 Lots currently subject to the Declaration; and

WHEREAS, attached hereto as Exhibit A and incorporated by reference herein is a Certificate of Lot Owners representing 233 Lots or 76.39% of such Lots consenting to this Amendment.

NOW, THEREFORE, the undersigned Lot Owners do hereby declare that the following amendments to the Declaration shall be effective and binding on all parties having or hereafter acquiring any right, title and interest in the real property subject to the Declaration, or any part thereof, and shall does inure to the benefit of each Lot Owner or successor in interest or assignee thereof.



BOOK 1711 PAGE 0985

1. A new Section 13 of Article V is added to the Declaration as follows:

“Section 13. Additional Remedies. Any Owner who intends to rent said Owner’s Lot and Improvements must notify the Board in writing at least 10 days prior to entering into a rental contract with a prospective tenant. In addition to the remedies provided herein, the Association may seek such equitable relief as it deems appropriate, including, without limitation, injunction, or specific performance, which may include restriction of Owner’s Lot and Improvements for residential rental purposes subject to such terms and conditions as the Association deems appropriate. The Board will require an escrow payment not to exceed the amount of \$3,000.00 per year posted by the Owner of a rental property for recovery of expenses incurred by the Association in the event of a breach of the Covenants. Such monies will be deposited in an interest-bearing account and are refundable at the end of the rental year if the Homeowner is in good standing with the Association.”

2. Article IV, Section 4 of the Declaration is amended to read as follows:

“Section 4. Access Easement. Subject to the provisions of this declaration (and subject to the provisions of any Supplemental Declaration or additional declaration which may be applicable and not inconsistent herewith), every Owner shall have the non-exclusive right and easement for purposes of ingress, egress and regress over the access road between the Property and NC Highway 751. The location of said access road shall be determined by the Developer, and an access road shall be provided which will connect to the road system in connection with 751 South’s committed elements which will include a signaled intersection at Fayetteville Road and NC Highway 751 and/or an access road through the 87 acres that comprise Phase 9 of Colvard Farms, and said access road shall be constructed using construction standards substantially equal to or better than the existing access road. Upon completion of one or more of the alternate access roads described above, Exhibit ‘C’ of the Declaration is void.”

3. A new Section 7 of Article II is added to the Declaration as follows:

“Section 7. Annexation of Existing Colvard Farms by a Governmental Entity. The Developer, its successors and assigns, and the Association and its Members agree that Owners of Lots in existing Colvard Farms, defined as all lots accessible only by roads or driveways intersecting with Colvard Farms Road and that are West of Castlewood Drive, including the four lots on Castlewood Drive, will vote against being involuntarily annexed by any governmental entity.”

4. Article V, Section 9 of the Declaration is amended to read as follows:

“Section 9. Owner’s Personal Obligation for Payment of Assessments. The annual and special assessments provided for herein shall be the personal and individual debt of the Owner (as of the due date of the applicable assessment payment) of the Lot to which such assessments relate. Except for the Developer as described in Section 6 (c) above, no

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Owner shall be exempt from liability for such assessments by non-use of such Owner's Lot(s) or the Permanent Open Space or otherwise. In the event of default in the payment of any such assessment, the defaulting Owner shall be obligated to pay interest at the lesser of eighteen percent (18%) per annum or the highest lawful rate per annum on the amount of the assessment from the due date thereof until the date such assessment and interest is paid, together with all costs and expenses of collection, including but not limited to reasonable attorney's fees and such service, collection, consulting, or administration fees charged by any entity in coordination with collection efforts."

5. Article VIII, Section 30 of the Declaration is amended to read as follows:

"Section 30. In-ground irrigation systems; Use of non-potable irrigation water – The improvements on each Lot, defined as all lots accessible only by roads or driveways intersecting with Colvard Farms Road and that are west of Castlewood Drive, including the four lots on Castlewood Drive, purchased from Developer shall include in-ground irrigation systems servicing all turf areas on such Lot. All turf irrigation shall be performed only by means of in-ground irrigation systems, and all in-ground irrigation systems shall use, as of the date made available by the Developer, only water from the non-potable irrigation water supply for the Property. The Developer may have access to other public or private water systems. The Developer at its sole discretion shall have the right to provide irrigation through such public or private water systems."

6. Article VI, Section 1(a) of the Declaration is amended to read as follows:

"(a) The Association shall be responsible for the improvement, repair, replacement, use, operation and maintenance of the Permanent Open Space as provided in this Declaration, including, but not limited to planting, mowing, pruning, fertilizing, preservation and replacement of the vegetation and landscaping, and the upkeep and maintenance of nature trails, sprinklers, pumps, wells, signs, lighting, planting boxes, and other equipment, apparatus, and Improvements located in the Permanent Open Space or located in easements granted to or reserved by the Developer or the Association. In addition, the Association shall be responsible for the operations and maintenance of roads. With respect to the Common Property, the foregoing responsibility is to such extent as the Board may determine, in its sole discretion, with consideration being given to the extent to which any governmental entity is responsible for and carrying out maintenance of same."

7. Article VIII, Section 24 of the Declaration is amended to read as follows:

"Section 24. Building Setback Distances. Except as expressly provided herein, the main dwelling house on each Lot shall not be located on any Lot nearer to the Lot boundary line than the building setback lines specified as follows or if a greater setback is required thereby, as required by applicable zoning laws and other governmental requirements:

Front Setback – forty (40) feet from the front boundary line of the Lot.

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Side Setback – fifteen (15) feet from each boundary line of the Lot; provided, however, when a Lot adjoins two or more street right-of-way lines, no less than twenty (20) feet from the side boundary line of the Lot adjoining the street right-of-way and no less than fifteen (15) feet from any other side boundary line of the Lot.

Rear Setback – forty (40) feet from the rear boundary line of the Lot.

If any minimum setback distance specified herein is different from any minimum setback distance shown on any recorded plat of any part of all of the Property, the greater distance shall be controlling with respect to the Lot or Lots affected thereby.

The Developer reserves the right to waive, in writing, any minor violations of the setbacks contained in this Section. A minor violation shall be defined as any violation which does not exceed twenty (20%) percent of the required setbacks established hereunder. Unintentional violations of the setbacks contained herein which do not exceed ten (10%) percent of the required setbacks shall not be considered a violation hereunder.

Notwithstanding anything herein to the contrary, the following setback requirements shall apply only as to the twenty-three (23) lots on Edgewood Drive:

Front Setback – fifteen (15) feet from the front boundary line of the Lot

Side Setback – ten (10) feet from each side boundary line of the Lot.

Rear Setback – twenty-five (25) feet from the rear boundary line of the Lot, except lots number 114 through 119 shall have a rear setback of 15 feet.

Notwithstanding anything herein to the contrary, the following setback requirements shall apply to all lots accessible only by roads that are east of Castlewood Drive:

Front Setback – thirty (30) feet from the front boundary line of the lot.

Side Setback – ten (10) feet from each side boundary line of the Lot.

Rear Setback – twenty-five (25) feet from the rear boundary line of the Lot.

For the purposes of determining the foregoing building setback distances under this Declaration, eaves, steps, stoops, open and screened porches, overhangs, bay windows, decks, patios, terraces and chimneys shall not be considered as part of the main dwelling house, but the location of such Improvements on a Lot shall be subject to the architectural control and approval provisions applicable to the Lots subject to this Declaration. Provided, notwithstanding anything to the contrary that may appear therein, no dwelling or other improvement on a Lot shall encroach upon another Lot. Should any

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question arise under this Declaration as to whether or not any portion of the main dwelling house (other than the foregoing items specified as not being part of the main dwelling house) should be considered as part of the main dwelling house for the purpose of determining the foregoing building setback distances, the Architectural Review Committee shall have the authority to make such determination and the decision of the Architectural Review Committee shall be final."

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IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

S Wesley Carroll, Pres.

Upright Builders, Inc.

Name of Lot Owner

41 Crimson Oak Ct.

Address

SW

Signature of Lot Owner as Printed above

09/26/13

Date

BOOK 1711 PAGE 0990

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

S. Wesley Carroll

Upright Builders, Inc.

Name of Lot Owner

398 Crimson Oak Ct

Address

S. W. Carroll

Signature of Lot Owner as Printed above

09/26/13

Date

BOOK 1711 PAGE 0991

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

S. Wesley Carroll, Pres.

Upright Builders, Inc.

Name of Lot Owner

366 Crimson Oak Ct

Address

S.W. Carroll

Signature of Lot Owner as Printed above

09/26/13

Date

BOOK 1711 PAGE 0992

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

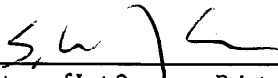
S. Wesley Carroll, Pres.

Upright Builders, Inc.

Name of Lot Owner

224 Crimson Oak Ct

Address



Signature of Lot Owner as Printed above

09/26/13

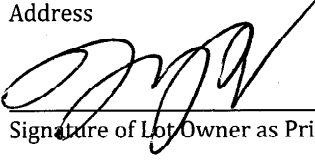
Date

BOOK 1711 PAGE 0993

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

L+K Properties
Name of Lot Owner

lot 156
Address


Signature of Lot Owner as Printed above


9.25.03
Date

BOOK 1711 PAGE 0994

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

L+K Properties
Name of Lot Owner

104163
Address


Signature of Lot Owner as Printed above

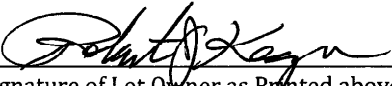
9-25-03
Date

BOOK 1711 PAGE 0995

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

ROBERT J. KEEGAN
Name of Lot Owner

300 CRIMSON OAK DR.
Address


Signature of Lot Owner as Printed above

9/26/13
Date

BOOK 1711 PAGE 0996

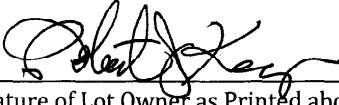
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ROBERT J. KEEGAN

Name of Lot Owner

278 Crimson Oak Dr.

Address



Signature of Lot Owner as Printed above

9/26/13

Date

BOOK 1711 PAGE 0997

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Loyd Buddeus LLC
Name of Lot Owner

lot 154
Address


Signature of Lot Owner as Printed above

9-25-13
Date

BOOK 1711 PAGE 0998

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Ltk Properties
Name of Lot Owner

lot 179
Address

[Signature]
Signature of Lot Owner as Printed above

9-25-13
Date

BOOK 1711 PAGE 0999

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

L+K Properties
Name of Lot Owner

lot 180
Address

[Signature]
Signature of Lot Owner as Printed above

9-25-13
Date

BOOK 1711 PAGE 1000

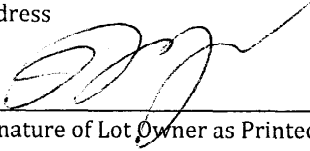
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LTK Properties
Loyal Builders

Name of Lot Owner

lot 168

Address



Signature of Lot Owner as Printed above

9-25-13

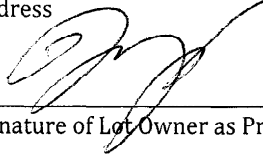
Date:

BOOK 1711 PAGE 1001

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

L+K Properties
Name of Lot Owner

lot 166
Address


Signature of Lot Owner as Printed above

9-25-13
Date

BOOK 1711 PAGE 1002

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

L+K Properties

Name of Lot Owner

lot 167

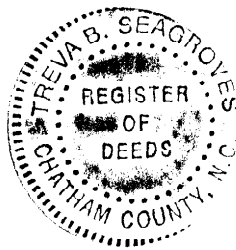
Address

[Signature]

Signature of Lot Owner as Printed above

9-25-13

Date.

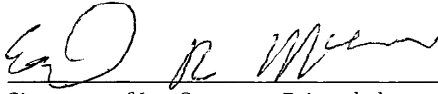


BOOK 1711 PAGE 1003

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

EDWARD MCGHEE
Name of Lot Owner

321 CRIMSON OAK DRIVE
Address


Signature of Lot Owner as Printed above

9/25/2013
Date

BOOK 1711 PAGE 1004

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Scott Morrison

Name of Lot Owner

32 Woodgate Ct.

Address

[Signature]

Signature of Lot Owner as Printed above

9/25/13

Date.

BOOK 1711 PAGE 1005

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

LEE COWAN
Name of Lot Owner

166 BOOTH MENDOW LANE
Address

Lee Cowan
Signature of Lot Owner as Printed above

9-25-13
Date.

BOOK 1711 PAGE 1006

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Josina Crossman Lambert
Name of Lot Owner

135 Groves Court
Address

Josina Lambert
Signature of Lot Owner as Printed above

9/25/2013
Date.


BOOK 1711 PAGE 1007

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Bart J. Dunn

Name of Lot Owner

241 Booth Meadow Ln
Address *Durham NC 27713*



Signature of Lot Owner as Printed above

9/25/13

Date

BOOK 1711 PAGE 1008

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Katherine A. Hunter
Name of Lot Owner

17 Woodgate Ct.
Address

Katherine A. Hunter
Signature of Lot Owner as Printed above

9/25/13
Date

BOOK 1711 PAGE 1009

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Charic Ingle

Name of Lot Owner

94 Winding Ridge Rd

Address

[Signature]

Signature of Lot Owner as Printed above

9/25/13

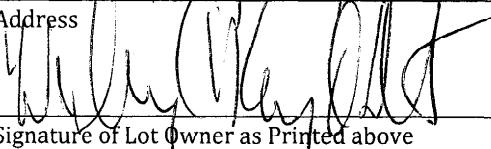
Date

BOOK 1711 PAGE 1010

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Wesley & Lisa King
Name of Lot Owner

49 Windy Ridge Rd
Address


Signature of Lot Owner as Printed above

9/25/13
Date

BOOK 1711 PAGE 1011

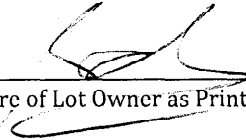
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Barbara Tillman

Name of Lot Owner

120 Crooked Creek Lane

Address



Signature of Lot Owner as Printed above

9/26/13

Date

BOOK 1711 PAGE 1012

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

DAVID & ALLISON PAUL
Name of Lot Owner

169 COLVARD PARK DR
Address

David Paul
Signature of Lot Owner as Printed above

9-26-13
Date.

BOOK 1711 PAGE 1013

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Imelda Lossing

Name of Lot Owner

132 Crooked Creek Lane

Address

Imelda Lossing

Signature of Lot Owner as Printed above

9/26/13

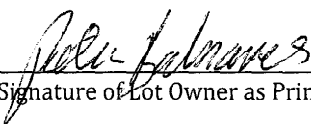
Date

BOOK 1711 PAGE 1014

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

PETER BALWAVES
Name of Lot Owner

2 CASTLEWOOD DRIVE
Address


Signature of Lot Owner as Printed above

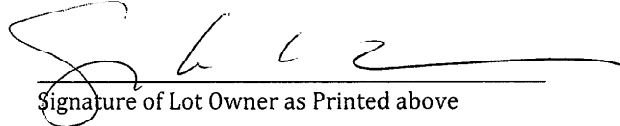
09/26/13
Date

BOOK 1711 PAGE 1015

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Cynthia Anderson
Name of Lot Owner

43 CRIMSON OAK DR.
Address


Signature of Lot Owner as Printed above

25 Sept 13
Date.

BOOK 1711 PAGE 1016

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Victor Benedict
Name of Lot Owner

137 Edgewood Dr.
Address

Victor Benedict
Signature of Lot Owner as Printed above

9/25/13
Date

BOOK 1711 PAGE 1017

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

E. Andrea Blair

Name of Lot Owner

19 Crinson Oak Dr Durham NC 27713

Address

~~_____~~

Signature of Lot Owner as Printed above

9/25/13

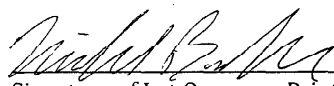
Date

BOOK 1711 PAGE 1018

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Michael Brookman
Name of Lot Owner

105 Winding Ridge Rd
Address


Signature of Lot Owner as Printed above

25 Sept. 2013
Date

BOOK 1711 PAGE 1019

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Cornell Connady
Name of Lot Owner

78 Edgewood Drive
Address

Cornell Connady
Signature of Lot Owner as Printed above


9/25/13
Date

BOOK 1711 PAGE 1020

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

SALOMON N. COHEN
Name of Lot Owner

2 BACHWOOD CT
Address


Signature of Lot Owner as Printed above

9/25/13
Date

BOOK 1711 PAGE 1021

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

J. Mitchell
Name of Lot Owner

30 Crimson Oak Dr.
Address

Brian Mitchell
Signature of Lot Owner as Printed above

9/26
Date.

BOOK 1711 PAGE 1022

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

NGH NIKU
Name of Lot Owner

212 SOUTH MEADOW
Address

[Signature]
Signature of Lot Owner as Printed above

25/9/2013
Date.

BOOK 1711 PAGE 1023

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Don Wagner
Name of Lot Owner

20 woodgate ct
Address

Don Wagner
Signature of Lot Owner as Printed above

9/25/13
Date.

BOOK 1711 PAGE 1024

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

James A. Partridge

Name of Lot Owner

113 Edgewood Dr

Address

James A. Partridge

Signature of Lot Owner as Printed above

9.25.2013

Date

BOOK 1711 PAGE 1025

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Kathleen M. Pratt
Name of Lot Owner

105 Forest View Place
Address

KATHLEEN M. PRATT
Signature of Lot Owner as Printed above

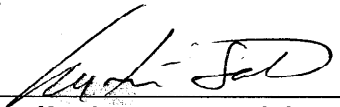
25 Sept 2013
Date.

BOOK 1711 PAGE 1026

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Martin Salas
Name of Lot Owner

134 Edgewood Dr.
Address


Signature of Lot Owner as Printed above

Sept 25, 2013
Date.

BOOK 1711 PAGE 1027

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Rodney + Cheryle Shepard
Name of Lot Owner

342 Crimson Oak Dr.
Address

Rodney Shepard
Signature of Lot Owner as Printed above

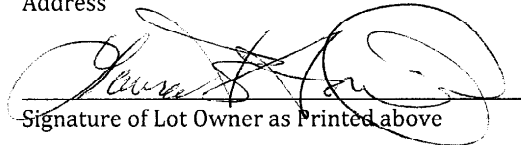
9/25/13
Date

BOOK 1711 PAGE 1028

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

LAURA B. & JAMES J. SMZET
Name of Lot Owner

86 CROOKED CREEK LANE
Address


Signature of Lot Owner as Printed above

9/25/2013
Date

BOOK 1711 PAGE 1029

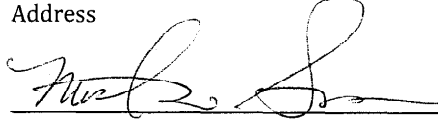
IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Michael W. Smith

Name of Lot Owner

146 Crooked Creek Lane

Address



Signature of Lot Owner as Printed above

9-25-13

Date.

BOOK 1711 PAGE 1030

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Jason T. Waller

Name of Lot Owner

41 Fairstone Court

Address

[Handwritten Signature]

Signature of Lot Owner as Printed above

9/25/13

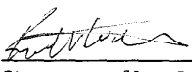
Date

BOOK 1711 PAGE 1031

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

KENNETH WATERS
Name of Lot Owner

46 Fairview Court
Address


Signature of Lot Owner as Printed above

9-25-13
Date.

BOOK 1711 PAGE 1032

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

George Williamson

Name of Lot Owner

207 Booth Meadow Ln

Address



Signature of Lot Owner as Printed above

9/25/13

Date

BOOK 1711 PAGE 1033

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

H Kapp Caburn III & Lynne Caburn
Name of Lot Owner

157 Booth Meadow Lane
Address

Lynne Caburn
Signature of Lot Owner as Printed above

9/26/13
Date

BOOK 1711 PAGE 1034

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Gina Wesanko
Name of Lot Owner

247 Booth Meadow Lane
Address

Gina Wesanko
Signature of Lot Owner as Printed above

9/26/13
Date

BOOK 1711 PAGE 1035

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

David and Karen Cutcliffe
Name of Lot Owner

116 Forest View Place
Address

Karen Cutcliffe
Signature of Lot Owner as Printed above

9/26/2013
Date

BOOK 1711 PAGE 1036

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

MOUNA A ALI
Name of Lot Owner

119 Forest View Place
Address

Mouna A. Ali
Signature of Lot Owner as Printed above

9/26/2013
Date

BOOK 1711 PAGE 1037

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Kathleen Kowis
Name of Lot Owner

27 Woodgate Ct
Address

Kathleen Kowis
Signature of Lot Owner as Printed above

9/26/13
Date

BOOK 1711 PAGE 1038

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

HARRY HEADLEY
Name of Lot Owner

123 CROOKED CREEK LANE
Address

Harry P. Headley
Signature of Lot Owner as Printed Above

9/26/13
Date

BOOK 1711 PAGE 1039

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

BETSEY STRAUSS
Name of Lot Owner

88 EDGEWOOD DR
Address

Betsy Strauss
Signature of Lot Owner as Printed above

9/26/2013
Date

BOOK 1711 PAGE 1040

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Kelli Friedman

Name of Lot Owner

128 Colvard Park Dr

Address

[Signature]

Signature of Lot Owner as Printed above

9/26/13

Date

BOOK 1711 PAGE 1041

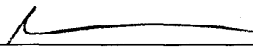
IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Chad and Julie Messick

Name of Lot Owner

153 Colvard Park Dr

Address



Signature of Lot Owner as Printed above

26-Sep-2013

Date

BOOK 1711 PAGE 1042

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

WILLIAM J. YOUNT, MD.

Name of Lot Owner

79 FOREST VIEW PLACE

Address

William J. Yount, MD.

Signature of Lot Owner as Printed above

9/26/13

Date

BOOK 1711 PAGE 1043

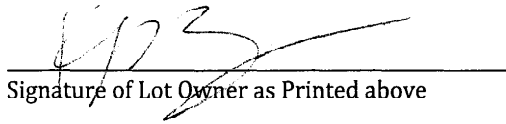
IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Robert: Kerry Burleigh

Name of Lot Owner

175 CRIMSON OAK DR

Address



Signature of Lot Owner as Printed above

9/26/13

Date

BOOK 1711 PAGE 1044


IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Preeya ; Raj Gupta

Name of Lot Owner

238 Crimson Oak Dr

Address



Signature of Lot Owner as Printed above

9/26/13

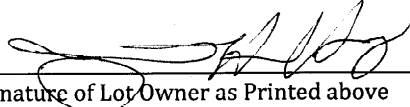
Date

BOOK 1711 PAGE 1045

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Siannie HAVNES
Name of Lot Owner

710 Edgewood
Address


Signature of Lot Owner as Printed above

9/26/13
Date

BOOK 1711 PAGE 1046

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Janet F. Wilson
Name of Lot Owner

119 Edgewood Dr
Address

JANET F. WILSON
Signature of Lot Owner as Printed above

9.26.13
Date

BOOK 1711 PAGE 1047

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Nabila Lateef
Name of Lot Owner

25 winding ledge Rd
Address

Nabila Lateef
Signature of Lot Owner as Printed above

9-25-13
Date

BOOK 1711 PAGE 1048

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Heather and Will Turner

Name of Lot Owner

54 Forest View Place

Address

Heather Turner

Signature of Lot Owner as Printed above

9/27/2013

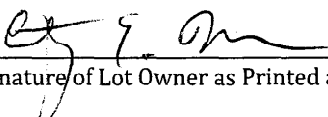
Date

BOOK 1711 PAGE 1049

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

COURTNEY MUNROE
Name of Lot Owner

49 Forest View Pl
Address


Signature of Lot Owner as Printed above

9/27/13
Date

BOOK 1711 PAGE 1050

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Melaine Dudley
Name of Lot Owner

100 Brooked Creek Lane, Durham, NC 27713
Address

Melaine Dudley
Signature of Lot Owner as Printed above

September 26, 2013
Date

BOOK 1711 PAGE 1051

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Neil Palumbo
Name of Lot Owner

25 CRIMSON OAK
Address

Neil A. Palumbo
Signature of Lot Owner as Printed above

9/27/13
Date

BOOK 1711 PAGE 1052

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Agnes DeWitt

Name of Lot Owner

159 Edgewood Drive

Address

Agnes L. DeWitt

Signature of Lot Owner as Printed above

26 Sep 13

Date

BOOK 1711 PAGE 1053

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

KRISTY ROSENBERG
Name of Lot Owner

18 CRIMSON OAK DR.
Address

[Signature]
Signature of Lot Owner as Printed above

9/26/13
Date

BOOK 1711 PAGE 1054

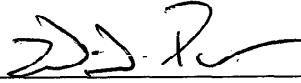
IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Willie Parker

Name of Lot Owner

318 Crimson Oak Drive

Address



Signature of Lot Owner as Printed above

9/26/13

Date

BOOK 1711 PAGE 1055

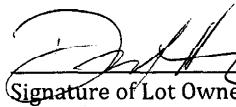
IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Deron Allen

Name of Lot Owner

143 Edgewood Drive

Address



Signature of Lot Owner as Printed above

9/26/13

Date

BOOK 1711 PAGE 1056

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

William R KELCO
Name of Lot Owner

201 COLVARD PARK DR
Address

William R Kelco
Signature of Lot Owner as Printed above

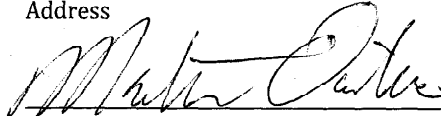
Sept 26 2013
Date

BOOK 1711 PAGE 1057

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Mark Dirks
Name of Lot Owner

234 Booth Meadow Lane
Address


Signature of Lot Owner as Printed above

9/26/13
Date

BOOK 1711 PAGE 1058

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Susan and Kent Dybrig

Name of Lot Owner

89 Crooked Creek Lane

Address

[Handwritten Signature]

Signature of Lot Owner as Printed above

9/25/2013

Date

BOOK 1711 PAGE 1059

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Jon and Alice Edland
Name of Lot Owner

210 Crimson Oaks Dr
Address

Jon and Alice Edland
Signature of Lot Owner as Printed above

9-25-13
Date

BOOK 1711 PAGE 1060

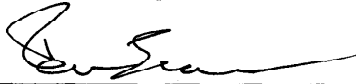
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Don: Debbie Evans

Name of Lot Owner

72 Edgewood Dr.

Address



Signature of Lot Owner as Printed above

9/25/13

Date

BOOK 1711 PAGE 1061

IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Charles A Flink

Name of Lot Owner

31 Woodgate Ct

Address

Charles A Flink

Signature of Lot Owner as Printed above

9/25/2013

Date

BOOK 1711 PAGE 1062

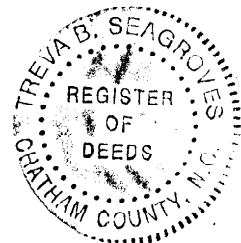
IN WITNESS WHEREOF, the undersigned, being an Owner of a Lot, has caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consents to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Emmett Stobbs
Name of Lot Owner

62 Windy Ridge Rd, Durham, NC
Address 27713

Emmett Stobbs
Signature of Lot Owner as Printed above

9/30/13
Date



BOOK 1711 PAGE 1063

IN WITNESS WHEREOF, the undersigned, being Owners of 159 Lots, have caused this Instrument to be signed, the day and year set forth below, and by signing this Instrument consent to the final version of the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Colvard Farms Subdivision which includes any changes up to the end of the Association meeting held September 25, 2013.

Name of Lot Owner: Colvard Farms Development Company, LLC

Address: 9310 Highway 751
Durham, N.C. 27713

Signature: Colvard Farms Development Company, LLC

By: Neal Hunter
Neal Hunter, Manager

Date: September 27, 2013

Name of Lot Owner: Seven Five One Investments, LLC

Address: 1691 Colvard Farms Road
Durham, N.C. 27713

Signature: Seven Five One Investments, LLC

By: Neal Hunter
Neal Hunter, Manager

Date: September 27, 2013



[Handwritten mark]

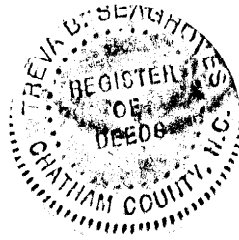
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NORTH CAROLINA

DURHAM COUNTY

I, Rodney Eugene Davis, Jr., a notary public of Wake County, North Carolina, certify that Rhonda Sisk and William Clark personally appeared before me this day, and being duly sworn, stated that in her and/or his presence the individuals set forth below signed the foregoing instrument and/or acknowledged the execution of the foregoing instrument and/or he/she recognized either the signature on the record of the individual.

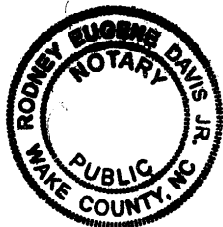
- Robert J. Keegan
- Lynn Ogburn
- Gina Wesanko
- Karen Cutcliffe
- Mouna A. Ali
- Kathleen Kowis
- Harry Headley
- Betsey Strauss
- Kelli Friedman
- Chad Messick
- William J. Yount
- Kerry Burleigh
- Raj Gupta
- Jimmie Haynes
- Janet F. Wilson
- Nabila Lateef
- Will Turner
- Courtney Munroe
- Nelcine Dudley
- Neil Palomba
- Agnes Dewitt
- Kristy Rosenberg
- Willie Parker
- Deron Allen
- S. Wesley Carroll, in his capacity as President of Upright Builders, Inc.
- William R. Kelce
- Mark Dirks
- Susan Dybvig
- Jon and Alice Edland
- Ron Evans
- Charles A. Flink
- Katherine A. Hunter
- Chance Ingle
- Wesley King



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Barbara Tillman
 David Paul
 Imelda Lossing
 Peter Balnaves
 Cynthia Anderson
 Victor Benedict
 E. Andrea Blair
 Michael Brookman
 Cornell Cannady
 Salomon N. Cohen
 Brian Mitchell
 Hugh Nhan
 Son Nguyen
 James A. Partridge
 Kathleen M. Pratt
 Martin Salas
 Rodney Shepard
 Laura B. Smith
 Michael W. Smith
 Jason T. Waller
 Kenneth Waters
 George Williamson
 Tripp Loyd in his capacity as Manager of L&K Properties of NC, LLC
 Tripp Loyd in his capacity as Manager of Loyd Builders, LLC
 Edward McGhee
 Scott Morrison
 Lee Cowan
 Joshua Cressman Libberth
 Bart J. Dunn
 Neal Hunter in his capacity as Manager of Colvard Farms Development Company, LLC
 Neal Hunter in his capacity as Manager of Seven Five One Investments, LLC
 Emmett Stobbs

Witness my hand and official seal, this the 30th day of September, 2013.



Rodney Eugene Davis Jr.
 Notary Public

My Commission Expires:

8/1/2015

