

Prepared by and mail to:
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Rebecca D. Flowers
4880 W 42nd, Clayton NC 27520

References:

Book 1615
Page 609
Book 1657
Page 337

**AMENDMENT
TO THE
DECLARATION OF EASEMENTS AND
COVENANT TO SHARE COSTS
FOR
FLOWERS' PLANTATION**

THIS AMENDMENT is made as of the date set forth below by REBECCA DELL FLOWERS (formerly known as REBECCA FLOWERS FINCH) ("DECLARANT");

WHEREAS, Declarant recorded that certain Declaration of Easements and Covenant to Share Costs for Flowers' Plantation in Deed Book 1615 at Page 609, et seq., in the office of Register of Deeds, Johnston County, North Carolina, on July 11, 1997, as it may be amended from time to time (the "Declaration"); and

WHEREAS, Declarant amended the Declaration by that Amendment recorded in Deed Book 1657 at Page 337, et seq. in the office of Register of Deeds, Johnston County, North Carolina on December 9, 1997; and

WHEREAS, pursuant to the terms of Section 5.3 of the Declaration, the Declarant may unilaterally amend the Agreement, so long as she owns any property within Flowers Plantation, and so long as the amendment does not materially adversely affect the substantive or contractual rights of any Owner subject to the Declaration; and

WHEREAS, the Declarant at the present time stills owns property described in Exhibit "B" to the Declaration recorded in Book 1615, Page 609, Johnston County Registry; and

WHEREAS, the amendment as made herein does not materially adversely affect the remaining members subject to the Declaration, as it is intended to provide an avenue for collection of past due assessments;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby amends said Declaration of Easements and Covenant to Share Costs for Flowers

Plantation by adding as Paragraph 3.5, under Article III, the following:

3.5 (a) Creation of the Lien and Personal Obligation of Contributions. The contributions, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such contribution is made. Each such contribution, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the contribution fell due. The personal obligation for delinquent contributions shall not pass to his successors in title unless expressly assumed by them. All contributions relating to common open spaces shall be shared equally by the owners of each Lot.

(b) Effect of Nonpayment of Contributions: Remedies of the Association. Any contribution not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Foundation may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property in the same manner in which Deeds of Trust may be foreclosed under Power of Sale pursuant to Chapter 45 of the N.C. General Statutes, or its successors, and in either event interest, costs and reasonable attorney's fees of any such action shall be added to the contribution. No Owner may waive or otherwise escape liability for the contributions provided for herein by non-use of the Permanent Common Open Space or abandonment of his Lot. Should any deficiency remain after the foreclosure, the Association may also bring an action against the owner for said deficiency.

(c) Subordination of the Lien to Mortgages. The lien of the contributions provided for herein shall be subordinate to the lien of any first mortgage and ad valorem taxes. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such contributions as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any contributions thereafter becoming due or from the lien thereof.

(d) Exempt Property. All Properties dedicated to, and accepted by, a local public authority and all Properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the contributions created herein. However, no land or improvements devoted to dwelling use shall be exempt from said contributions.

Declarant acknowledges that she has served a copy of this Amendment on all Developers presently subject to the Declaration, by mailing a copy of same, first class mail, to the last known address for each said Developer.

IN WITNESS WHEREOF, Declarant executes this instrument under seal this the 14
day of January, 2002 (PDF)

DECLARANT: REBECCA DELL FLOWERS (formerly known as REBECCA FLOWERS FINCH), individually)

Rebecca Dell Flowers (SEAL)

