

Prepared by and HOLD after recording for:
Kristen L. Zillioux; 4879 Hwy 42E, Ste D, Clayton, NC 27527

STATE OF NORTH CAROLINA

FIRST AMENDMENT TO COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
THE VILLAGE@FLOWERS PLANTATION

COUNTY OF JOHNSTON

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VILLAGE@FLOWERS PLANTATION (the "Amendment") is made and entered into effective as of the date in the acknowledgement block below by REBECCA D. FLOWERS, an individual, and DWF DEVELOPMENT, INC., a North Carolina Corporation, jointly (together "Declarant"), and is joined in by and consented to by BRADLEY BUILT, INC.; DESIGNER HOMES, INC.; EDWARDS CONTRACTING GROUP, INC.; EMK CONSTRUCTION, INC.; EXQUISITE HOMES, LLC; F&L DEVELOPERS, INC.; JOHNSON CONSTRUCTION COMPANY, INC.; KIRKWOOD BUILDERS, INC.; LOGAN AMERICAN BUILDERS, LLC; ROYALL ALANTIC CORPORATION; RAYNOR BUILDERS, INC.; STANCIL BUILDERS, INC.; STONE MILL HOMES, LLC and VERONELLI HOMES, INC. (collectively, the "Builders").

RECITALS:

A. The Declaration of Covenants, Conditions and Restrictions for The Village@Flowers Plantation was recorded in Book 3233 at Page 495 in the office of the Johnston County Register of Deeds (the "Original Declaration"). The Original Declaration has been supplemented by Supplemental Declarations recorded in Book 3263, Page 76 and in Book 3275, Page 566, Johnston County Register of Deeds. The Original Declaration, as so supplemented, is hereinafter referred to as the "Declaration."

B. The property identified on Exhibit A of the Original Declaration, as well as any property that has been or is subsequently annexed into the Village@Flowers Plantation pursuant to the terms thereof, is/shall be subject to the covenants, conditions and restrictions of the Declaration.

C. Builders are the Owners of all portions of the Property not owned by Declarant.

D. Section 12.4 of the Declaration contemplates that the "Pineville Club," as defined in the Declaration, might be designated as a Limited Common Area under the Declaration, or that the Pineville Club might, in the alternative, be owned and operated as a private club and not as a Limited Common Area under the Declaration.

E. Declarant, has determined that the Pineville Club shall initially be a privately owned and operated club; that the club shall not initially be a Limited Common Area under the Declaration; that each "Owner" of each Residential Unit, shall, by virtue of said ownership, be required to be a member of the Pineville Club, with all rights and obligations commensurate with said club membership, all as provided herein and as provided in the documents creating the club and defining the rights and obligations of its members (the "Club Documents"); that the "Membership Assessments" (as defined below) payable to the "Club Owner" (as defined below) shall be collected by the Additional Association under the Additional Declaration applicable to the relevant Residential Unit; that such membership assessments shall be a lien on such Residential Unit to the same extent and in the same manner as assessments payable to the Association hereunder, and enforceable in the same manner as such assessments; and shall also be a lien on such Residential Unit to the same extent and in the same manner as assessments payable to the Additional Association under the Additional Declaration encumbering such Residential Unit, and enforceable in the same manner as such assessments.

F. Declarant owns a portion of the Village Property, and may therefore unilaterally amend the Declaration pursuant to Section 17.1 thereof.

G. Builders are in agreement with the amendments to the Declaration as set forth herein, and are executing the Amendment to evidence their consent hereto.

NOW, THEREFORE, the Declaration is hereby amended as follows:

AMENDMENT:

1. Incorporation and Defined Terms. The above Recitals are hereby incorporated herein by this reference. All capitalized terms used herein, and not otherwise defined herein shall have the meaning attributed to such terms in the Declaration.

2. Private Club; Mandatory Membership. The Pineville Club shall initially be a privately owned and operated club. The Pineville Club shall not be a Limited Common Area under the Declaration and it shall not be owned and operated by the Association with Association assessments, unless the "Club Owner" (as defined below) conveys the Pineville Club to the Association pursuant to Paragraph 8 of this Amendment. That said, all Owners of Residential Units in the Village@Flowers Plantation shall be required to be members in the Pineville Club and shall be assessed the annual membership and related fees (the "Membership

Assessments”) as reasonably set by the “Club Owner” (defined below), which shall be remitted to the “Club Owner” (as defined below). The amount of the Membership Assessment shall be determined solely by the Club Owner pursuant to the Club Documents, and may be changed by Club Owner from time to time in its sole discretion. Each Owner of a Residential Unit, by acceptance of a deed or other conveyance therefore, is hereby deemed to covenant and agree (and such covenant further shall be deemed to constitute a portion of the purchase money and consideration for acquisition of the Residential Unit) to pay Membership Assessments as provided herein.

3. Payment/Collection of Membership Assessments. The amount of and payment periods for Membership Assessments shall be established by the Club Owner in accordance with the Club Documents. Each Additional Association established pursuant to each Additional Declaration shall assess and collect Membership Assessments from the Owners of Residential Units subject to each respective Additional Declaration. Each Additional Association shall be responsible for payment of the Membership Assessments to the Club Owner, or its assignee, as provided for in the Club Documents and in the applicable Additional Declaration. Membership Assessments shall be payable to the Club Owner or to its assignee, on a monthly, quarterly, annual or other basis, as determined by the Club Owner, and may be collected in advance. The rights, privileges and obligations of Pineville Club members related to use of the Pineville Club shall be set forth in the Club Documents to be prepared by the Club Owner. No Owner of a Residential Unit shall be exempt from payment of Membership Assessments by reason of non-use of the Pineville Club. In no event shall Declarant be obligated to pay any Membership Assessments.

4. Club Owner. The term “Club Owner” as used herein shall mean the owner from time to time of fee simple title to the Pineville Club, initially anticipated to be River Dell Investments, LLC.

5. Enforcement. The Association, each Additional Association, and the Club Owner shall each have a lien against each Residential Unit to secure payment of delinquent Membership Assessments, as well as interest, late charges (subject to the limitations of North Carolina law), and costs of collection (including attorneys’ fees), all as provided more particularly in each Additional Declaration. Such lien, when delinquent, may be enforced by suit, judgment, and judicial or nonjudicial foreclosure, or in any manner provided for in the Declaration, the applicable Additional Declaration, or applicable law. The Membership Assessment shall be Common Expenses within the meaning of the Planned Community Act and under each Additional Declaration.

6. Annexation of Pineville Club. At such time as the Pineville Club property is annexed into the Village@Flowers Plantation, the Supplemental Declaration providing for said annexation shall establish the rights and obligations appurtenant to the Pineville Club property, including but not limited to easement rights and assessment obligations for said Pineville Club property. Such rights and obligations shall be determined by Declarant in its discretion.

7. Club Membership Agreement. The Club Owner may require each Owner of a Residential Unit to sign a membership agreement prior to using the Pineville Club. An Owner's failure to sign a membership agreement shall not excuse the Owner from any obligations set forth herein and in the Declaration, including but not limited to the Owner's obligation to pay Membership Assessments assessed against the Owner's Residential Unit. Use of the Pineville Club shall at all times be subject to the Club Documents.

8. Conveyance to Association and Assumption of Maintenance Responsibilities. Notwithstanding the foregoing, in the event that the Club Owner elects to convey the Pineville Club to the Association, the Association shall be obligated to accept any and such conveyances to it by the Club Owner of fee simple title, easements or leases to all or portions of the Pineville Club. Any such conveyance shall be in the sole and absolute discretion of Club Owner. The Association is further obligated to assume any and all permits related to such conveyed Pineville Club issued by a government or quasi-governmental authority and the related responsibilities thereunder to the extent such permits apply to the conveyed Pineville Club. Following any such conveyance, the Pineville Club shall be designated as a Limited Common Area with the costs of operating, maintaining, repairing, replacing and insuring the conveyed property to be assessed against the Residential Units as a Service Area Expense in accordance with the Declaration. Any conveyance of the Pineville Club or any portion thereof, to the Association will be subject to any rights of Pineville Club members and to the Club Documents, including without limitation, any membership agreements entered into by the Pineville Club Owner prior to, or subsequent to, the conveyance of such Pineville Club, or any portion thereof, to the Association.

9. No Representation Regarding Pineville Club. Declarant makes no representations or warranties that the Pineville Club or any portions thereof will be approved and/or permitted by appropriate governmental authorities, or if approved, Declarant makes no representations or warranties that the Pineville Club or any portions thereof will be constructed. Declarant makes no representations as to types, amounts, sizes, nature, or location of facilities that may comprise the Pineville Club.

10. Running with the Land. By acceptance of a deed to any Residential Unit, each Owner thereof, expressly agrees and acknowledges that the rights and benefits and the burdens and obligations set forth herein touch and concern the Residential Units as covenants running with the land, and that the same shall run with title to the Residential Units.

11. Effect. The Declaration remains in full force and effect as modified by this Amendment. In the event of any inconsistency or conflict between the terms of the Declaration and the terms of this Amendment, the terms of this Amendment shall control.

[Signature Pages to follow]

IN WITNESS WHEREOF, the undersigned Declarant has caused this Amendment to be executed as of the day and year indicated in the acknowledgement block below.

DECLARANT

DWF, Development, Inc., a North Carolina corporation

By: Rebecca D. Flowers
Name: Rebecca D. Flowers
As: President

STATE OF NORTH CAROLINA

COUNTY OF JOHNSTON

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Rebecca D. Flowers.

Date: 5/29/07

Patricia S. Benson
Official Signature of Notary Public

Patricia S. Benson
Notary printed or typed name

[OFFICIAL SEAL]

My commission expires: September 3, 2011



IN WITNESS WHEREOF, the undersigned Declarant has caused this Amendment to be executed as of the day and year indicated in the acknowledgement block below.

DECLARANT

Rebecca D. Flowers, an individual

Rebecca D. Flowers

STATE OF NORTH CAROLINA

COUNTY OF JOHNSTON

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Rebecca D. Flowers.

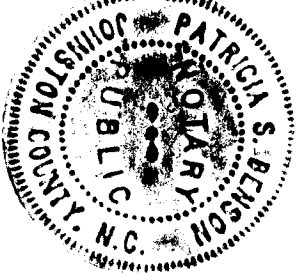
Date: 5/29/07

Patricia S. Benson
Official Signature of Notary Public

Patricia S. BENSON
Notary printed or typed name

[OFFICIAL SEAL]

My commission expires: September 3, 2011



IN WITNESS WHEREOF, the undersigned Builder has caused this Amendment to be executed as of the day and year indicated in the acknowledgement block below.

BUILDER:

BRADLEY BUILT, INC.

Bradley L. Stencil
BY: Bradley L. Stencil -President

STATE OF NORTH CAROLINA

COUNTY OF JOHNSTON

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Bradley L. Stencil.

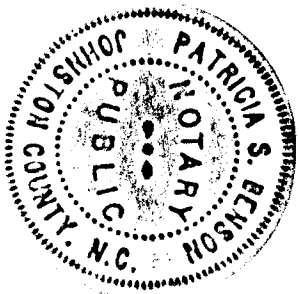
Date: 5/23/07

Patricia S. Benson
Official Signature of Notary Public

Patricia S. Benson
Notary printed or typed name

[OFFICIAL SEAL]

My commission expires: September 3, 2011



IN WITNESS WHEREOF, the undersigned Builder has caused this Amendment to be executed as of the day and year indicated in the acknowledgement block below.

BUILDER:

DESIGNER HOMES, INC.

Sherry Herman, Pres

BY: *Sherry Herman* -President

STATE OF NORTH CAROLINA

COUNTY OF JOHNSTON

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: *Sherry Herman*.

Date: *June 1, 2007*

Ann M. Flowers
Official Signature of Notary Public

Ann M. Flowers
Notary printed or typed name

[OFFICIAL SEAL] *Ann M. Flowers*
Notary Public
Johnston County, NC
My Commission Expires *10-10-11*

My commission expires: *10-10-2011*

IN WITNESS WHEREOF, the undersigned Builder has caused this Amendment to be executed as of the day and year indicated in the acknowledgement block below.

BUILDER:

EDWARDS CONTRACTING GROUP, INC.



BY: Philip E. Edwards
Edwards Contracting Group - President

STATE OF NORTH CAROLINA

COUNTY OF JOHNSTON

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Phillip E Edwards

Date: 5/21/07

Patricia S. Benson
Official Signature of Notary Public

Patricia S. Benson
Notary printed or typed name

[OFFICIAL SEAL]

My commission expires: September 3, 2011



IN WITNESS WHEREOF, the undersigned Builder has caused this Amendment to be executed as of the day and year indicated in the acknowledgement block below.

BUILDER:

EMK CONSTRUCTION, INC.

Elliot Kararek

BY: *Elliot Kararek* -President

STATE OF NORTH CAROLINA

COUNTY OF JOHNSTON

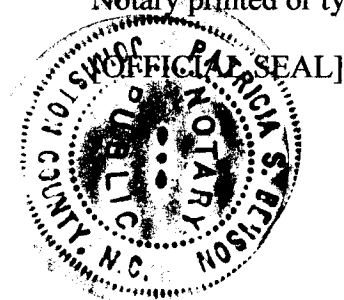
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: *Elliot Kararek*.

Date: *6/4/07*

Patricia S. Benson
Official Signature of Notary Public

Patricia S. Benson
Notary printed or typed name

My commission expires: *September 3, 2011*



IN WITNESS WHEREOF, the undersigned Builder has caused this Amendment to be executed as of the day and year indicated in the acknowledgement block below.

BUILDER:

EXQUISITE HOMES, LLC

Robert A. Pinkus Member/Manager

BY: Robert A. Pinkus, Member/Manager

STATE OF NORTH CAROLINA

COUNTY OF JOHNSTON

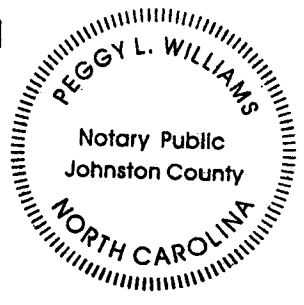
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Robert A. Pinkus.

Date: May 15, 2007

Peggy L. Williams
Official Signature of Notary Public

PEGGY L. WILLIAMS
Notary printed or typed name

[OFFICIAL SEAL]



My commission expires: 10-26-2011

IN WITNESS WHEREOF, the undersigned Builder has caused this Amendment to be executed as of the day and year indicated in the acknowledgement block below.

BUILDER:

F&L DEVELOPERS, INC.

[Signature] - Sec/Treas
BY: Alan Fakhoury
Secretary/Treasurer - ~~President~~

STATE OF NORTH CAROLINA

COUNTY OF JOHNSTON

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Secretary/Treasurer

Alan Fakhoury

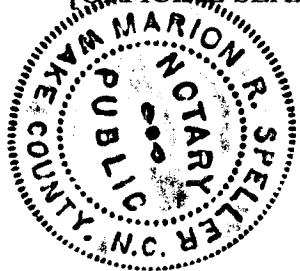
Date: May 17, 2007

[Signature]
Official Signature of Notary Public

Marion F. Speller
Notary printed or typed name

[OFFICIAL SEAL]

My commission expires: 3/29/2009



IN WITNESS WHEREOF, the undersigned Builder has caused this Amendment to be executed as of the day and year indicated in the acknowledgement block below.

BUILDER:

JOHNSON CONSTRUCTION COMPANY, INC.

Stacy G. Johnson
BY: Stacy G. Johnson President
Johnson Construction Co. Inc.

STATE OF NORTH CAROLINA

COUNTY OF JOHNSTON

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Stacy G Johnson

Date: 5/21/07

Patricia S. Benson
Official Signature of Notary Public

Patricia S. Benson
Notary printed or typed name

[OFFICIAL SEAL]

My commission expires: September 3, 2011



IN WITNESS WHEREOF, the undersigned Builder has caused this Amendment to be executed as of the day and year indicated in the acknowledgement block below.

BUILDER:

KIRKWOOD BUILDERS, INC.

Kirkwood Builders, INC

BY: ~~ART KIRKWOOD~~ President

STATE OF NORTH CAROLINA

COUNTY OF JOHNSTON

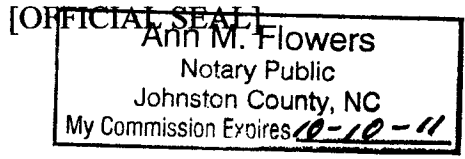
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: ART KIRKWOOD

Date: 5-18-2007

Ann M. Flowers
Official Signature of Notary Public

ANN M. FLOWERS
Notary printed or typed name

My commission expires: 10-10-2011



IN WITNESS WHEREOF, the undersigned Builder has caused this Amendment to be executed as of the day and year indicated in the acknowledgement block below.

BUILDER:

LOGAN AMERICAN BUILDERS, LLC

Kyle Kovacs
BY: Kyle Kovacs Member/Manager

STATE OF NORTH CAROLINA

COUNTY OF JOHNSTON

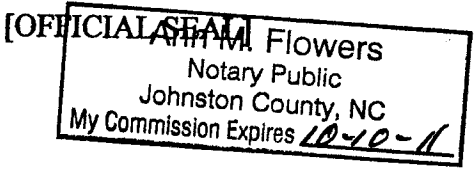
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Kyle Kovacs.

Date: 6-13-07

Ann M. Flowers
Official Signature of Notary Public

Ann M. Flowers
Notary printed or typed name

My commission expires: 10-10-2011



IN WITNESS WHEREOF, the undersigned Builder has caused this Amendment to be executed as of the day and year indicated in the acknowledgement block below.

BUILDER:

ROYALL ATLANTIC CORPORATION

James F. Royall
BY: James F. Royall, President

STATE OF NORTH CAROLINA

COUNTY OF JOHNSTON

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: James F. Royall

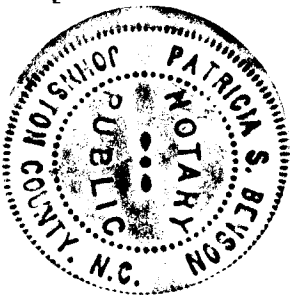
Date: 5/21/07

Patricia S. Benson
Official Signature of Notary Public

Patricia S. Benson
Notary printed or typed name

[OFFICIAL SEAL]

My commission expires: September 3, 2011



IN WITNESS WHEREOF, the undersigned Builder has caused this Amendment to be executed as of the day and year indicated in the acknowledgement block below.

BUILDER:

RAYNOR BUILDERS, INC.

Ira Adam Raynor
BY: Ira Adam Raynor — President
Ira Adam Raynor

STATE OF NORTH CAROLINA

COUNTY OF JOHNSTON

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Ira Adam Raynor

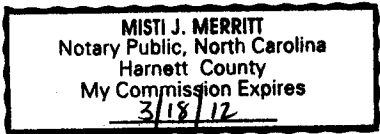
Date: 5/29/2007

Misti J. Merritt
Official Signature of Notary Public

Misti J. Merritt
Notary printed or typed name

[OFFICIAL SEAL]

My commission expires: March 18, 2012



IN WITNESS WHEREOF, the undersigned Builder has caused this Amendment to be executed as of the day and year indicated in the acknowledgement block below.

BUILDER:

STANCIL BUILDERS, INC.

Bradley L. Stancil

BY: *Bradley L. Stancil V* President

STATE OF NORTH CAROLINA

COUNTY OF JOHNSTON

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: *Bradley L. Stancil*

Date: *5/23/07*

Patricia S. Benson
Official Signature of Notary Public

Patricia S. Benson
Notary printed or typed name

[OFFICIAL SEAL]

My commission expires: *September 3, 2011*



IN WITNESS WHEREOF, the undersigned Builder has caused this Amendment to be executed as of the day and year indicated in the acknowledgement block below.

BUILDER:

STONE MILL HOMES, LLC

Jeff Wayne
BY: *Stone Mill Homes, LLC* Member/Manager

STATE OF NORTH CAROLINA

COUNTY OF JOHNSTON

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Jeff WAYNE

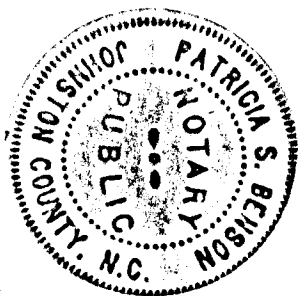
Date: 5/21/07

Patricia S. Benson
Official Signature of Notary Public

Patricia S. Benson
Notary printed or typed name

[OFFICIAL SEAL]

My commission expires: September 3, 2011



IN WITNESS WHEREOF, the undersigned Builder has caused this Amendment to be executed as of the day and year indicated in the acknowledgement block below.

BUILDER:

VERONELLI HOMES, INC.

[Handwritten Signature]

BY: Tim J. Veronelli President

STATE OF NORTH CAROLINA

COUNTY OF JOHNSTON

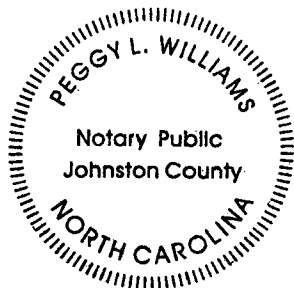
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: TIM J. VERONELLI

Date: May 15, 2007

[Handwritten Signature]
Official Signature of Notary Public

PEGGY L. WILLIAMS
Notary printed or typed name

[OFFICIAL SEAL]



My commission expires: 10-26-2011