

Prepared by: Brian P. Evans, Esquire
K&L Gates, LLP
Hold for: Kristoff Law Offices, P.A.

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

SUPPLEMENTAL DECLARATION AND
AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE
VILLAGE@FLOWERS PLANTATION
(POD NW-4 AND POD NW-5)

THIS SUPPLEMENTAL DECLARATION AND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VILLAGE@FLOWERS PLANTATION (the "Amendment") is made and entered into effective as of May 20, 2011 by REBECCA D. FLOWERS, an individual, and DWF DEVELOPMENT, INC., a North Carolina corporation, jointly (together "Declarant), and is executed by THE VILLAGE@FLOWERS PLANTATION, INC., a North Carolina non-profit corporation (the "Association") for the limited purpose described herein.

RECITALS:

A. The Declaration of Covenants, Conditions and Restrictions for The Village@Flowers Plantation was executed by Declarant and 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 and amended by various supplements and amendments. The Original Declaration, as so supplemented and amended, is hereinafter referred to as the "Declaration."

B. Pursuant to Article IX of the Declaration, Declarant may unilaterally subject to the Declaration any portion of the property described on Exhibit B attached to the Original Declaration by Recording a Supplemental Declaration describing the additional property and stating the intent to subject it to the provisions of this Declaration, such right to expire only when

all of the property described in Exhibit B attached to the Original Declaration has been subjected to the Declaration or 50 years after the Original Declaration was Recorded. Declarant desires to subject a portion of the property described on Exhibit B attached to the Original Declaration to the terms of the Declaration

C. Declarant owns a portion of the Village Property, and may therefore unilaterally amend the Declaration pursuant to Section 17.1 thereof. Declarant desires to amend the Declaration in certain respects, as set forth herein.

D. While it is not legally required that the Association consent to, approve, or join in the execution of this Amendment for this Amendment to be legally binding and effective, Association has executed this Amendment to acknowledge that it has knowledge of it and to acknowledge its effectiveness.

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

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. Submission and Annexation of POD NW-4, POD-NW-5, Flowers Parkway, and Village Parkway. Pursuant to the powers retained by Declarant under the Declaration, Declarant hereby annexes, subjects, and submits the property described on Exhibit A attached to this Amendment and incorporated herein by this reference to the Declaration. Such property shall from the date of Recording of this Amendment be a portion of the Village Property and shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant and subject to the provisions of the Declaration, which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in any such property, their respective heirs, legal representatives, successors, successors in title, and assigns.

3. Amendments to Declaration. Declarant, pursuant to its powers under Section 17.1 of the Declaration, amends the Declaration as follows:

A. Exercise of Powers of Declarant. The Declaration provides that Rebecca D. Flowers and DWF Development, Inc., are jointly the Declarant. Declarant hereby amends the Declaration to provide that either Rebecca D. Flowers or DWF Development, Inc., may exercise the powers of the Declarant under the Declaration without the joinder of the other. Furthermore, Rebecca D. Flowers and DWF Development, Inc., by their execution below, do hereby ratify any and all amendments, supplemental declarations, or other documents previously executed by either of them as Declarant with the same effect as if both Rebecca D. Flowers and DWF Development, Inc., had executed such amendment, supplemental declaration, or other document.

B. Class "C" Control Period. The definition of Class "C" Control Period set forth in Article II of the Original Declaration is hereby deleted and the following inserted in its place:

"Class "C" Control Period": The period of time during which Declarant as the sole Class "C" Member shall at all times be entitled to appoint and remove the Association's Board of Directors and the officers of the Association, and during which the Class "A" and "B" Members shall have no right to nominate, elect or remove, or exercise any vote to nominate, elect or remove, the Board of Directors; such period of time beginning on the date that the Association is incorporated and ending at such time as neither Declarant nor any Declarant Affiliate owns any portion of the Village Property, or any portion of the property described on Exhibit B attached hereto, or at such earlier time as Declarant terminates such right by execution of a written instrument of termination. Anything to the contrary in this Declaration, the Bylaws, the Articles of Incorporation, or the Act notwithstanding, if not sooner ended or terminated, the Class "C" Control Period shall end fifty (50) years after the date on which this Declaration is Recorded. The Class "C" Control Period is a "period of Declarant control" under the Act.

C. Amendment of Declaration by Declarant. Declarant does hereby amend Section 17.1 of the Original Declaration by deleting the second grammatical paragraph thereof and inserting the following in lieu thereof:

In addition, so long as Declarant or a Declarant Affiliate owns any of the Village Property or any portion of the property described on Exhibit B attached hereto, Declarant may unilaterally amend this Declaration for any other purpose provided the amendment has no material adverse effect upon the rights of any Owner.

D. Easements and Common Area. Contemporaneously herewith, Lennar Carolinas, LLC, a Delaware limited liability company ("Lennar"), is acquiring fee simple title to the property described on Exhibit A attached hereto as POD NW-4 (hereinafter referred to as "NW-4"), and M/I Homes of Raleigh, LLC, a Delaware limited liability company ("M/I"), is acquiring fee simple title to the property described on Exhibit A attached hereto as POD NW-5 (hereinafter referred to as "NW-5"). Upon Lennar's acquisition of fee simple title to NW-4, and M/I's acquisition of fee simple title to NW-5, each shall be an Owner as defined in the Declaration and entitled to all rights and easements in and unto the Common Areas as are established and granted in favor of Owners under the Declaration. Declarant does hereby declare, establish, grant, and confirm that:

(i) The Common Area includes the right of way of Village Parkway (a private road), as shown on the plat Recorded in Plat Book 76 at page 230, and the right of way of Flowers Parkway (a private road), as shown on the plat Recorded in Plat Book 69 at page 218.

(ii) Declarant does hereby grant, declare, establish, and confirm in favor of Lennar, as Owner of NW-4, and in favor of M/I, as Owner of NW-5, and their successors, assigns, and successors in title as Owners of Residential Units hereafter established in NW-4 and NW-5, and for any Additional Association established for NW-4 or NW-5 a perpetual non-exclusive right of ingress, egress, and regress over and upon the rights of way of Village Parkway and Flowers Parkway as described above and over any and all other Common Areas designated for the provision of ingress, egress, and regress from time to time by Declarant.

E. Village Parkway and Flowers Parkway Landscape Easement Areas. Declarant does hereby establish, grant, and reserve, for the benefit of Declarant and the Association, the right and easement to enter upon and maintain landscaping within the landscape easement areas adjacent to the rights of way of Village Parkway and Flowers Parkway, and does further declare that such easement rights are Areas of Common Responsibility, and that the Association shall have the obligation to maintain, in accordance with the Community-Wide Standard, such landscape easement areas as part of the Area of Common Responsibility. The cost of such maintenance shall be a Common Expense to be paid out of the Base Assessment. Declarant further establishes that (i) the maximum landscape easement area along Village Parkway and Flowers Parkway on each side of the edge of the right-of-way of such roads shall be thirty (30) feet for Village Parkway and fifty (50) feet for Flowers Parkway, (ii) there shall be no landscape easement area required along any streets within NW-4 or NW-5; and (iii) there shall be no street buffers required along the rights-of-way of Flowers Parkway, Village Parkway, or the streets within NW-4 and NW-5 in addition to the maximum landscape easement areas described in this paragraph.

F. Capital Contributions for Maintenance of Village Private Roads. Section 8.8 of the Declaration requires the payment of a \$1,000.00 fee to the Association upon the sale of each Unit to a person or entity other than a Builder. It was originally intended by Declarant that such fees be used to establish a reserve for repair and replacement of Village Parkway, Flowers Parkway and of all other of the roads that are or will be Common Areas under the Declaration (the "Village Private Streets"). No such \$1000.00 fee under Section 8.8 of the Declaration has been collected by the Association for any such Unit sale prior to the date hereof, and therefore there is currently no reserve for repair or replacement of the Village Private Streets. The aforesaid \$1,000.00 fee requirement under Section 8.8 of the Declaration is hereby deleted. However, Lennar, with respect to NW-4, and M/I, with respect to NW-5, shall draft and record Additional Declarations, in form and substance reasonably acceptable to Declarant, providing for payment of initial capital payments of \$1000.00 for the Village Private Streets and private streets under the applicable Additional Declaration, \$500.00 of which shall be remitted to the Association to fund a reserve for the repair and replacement for Village Private Streets, and the remaining \$500.00 of which will be retained by the Additional Association under the applicable Additional Declaration. All other Additional Declarations that govern properties in The

Village@Flowers Plantation shall be required to provide for initial capital payment of \$500.00 for the Village Private Streets, which shall be remitted to the Association.

G. Stream Buffers. Notwithstanding anything to the contrary herein, the maximum buffer adjacent to any streams in or adjoining any portion of NW-4 or NW-5 shall not exceed fifty (50) feet, unless a greater distance is required by applicable governmental laws, ordinances, or regulations.

4. 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.

5. Conflict. If there is any conflict between this amendment and the Declaration or any previous amendment to the Declaration, the provisions of this amendment shall control.

6. Written Consent Required. Notwithstanding anything to the contrary in the Declaration, (i) as long as Lennar Carolinas, LLC owns any part of NW-4, the Declaration may not be amended with respect to NW-4, the landscape easement areas along the rights-of-way of Village Parkway and Flowers Parkway, or the stream buffers without the written consent of Lennar Carolinas, LLC, not to be unreasonably withheld or delayed, and (ii) as long as M/I Homes of Raleigh, LLC owns any part of NW-5, the Declaration may not be amended with respect to NW-5, the landscape easement areas along the rights of way of Village Parkway and Flowers Parkway or the stream buffers without the written consent of M/I Homes of Raleigh, LLC, not to be unreasonably withheld or delayed. In the event that a proposed amendment to the Declaration is for an increase in size of either the landscape easement or the stream buffers, Lennar Carolinas, LLC and M/I Homes of Raleigh, LLC could withhold their consent and such withholding would not be unreasonable.

[Signature Pages to follow]

IN WITNESS WHEREOF, the undersigned Declarant and Association have 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~~

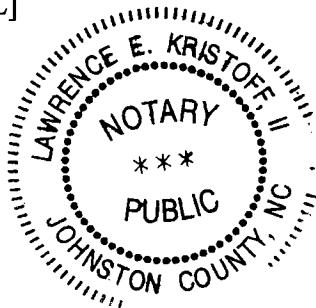
Date: 5/23/2011

[Signature]
Official Signature of Notary Public

Lawrence E. Kristoff II
Notary printed or typed name

[OFFICIAL SEAL]

My commission expires: 3/29/2015



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
Rebecca D. Flowers, an individual

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.

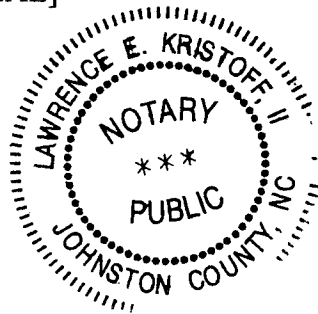
Date: 5/23/2011

[Signature]
Official Signature of Notary Public

Lawrence E. Kristoff
Notary printed or typed name

[OFFICIAL SEAL]

My commission expires: 3/29/2015



ASSOCIATION

The Village @Flowers Plantation, 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: 5/23/2011

[Signature]
Official Signature of Notary Public

Lawrence E Kristoff II
Notary printed or typed name

[OFFICIAL SEAL]

My commission expires: 3/29/2015

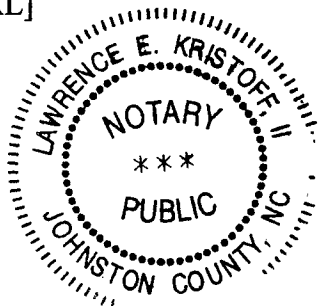


EXHIBIT A

NW-4:

BEING all of that certain tract or parcel of land located in Wilders Township, Johnston County, North Carolina containing 37.668 acres, more or less, as shown on plat prepared by True Line Surveying, PC, Recorded in Plat Book 76 at pages 227 and 228.

NW-5:

BEING all of that certain tract or parcel of land located in Wilders Township, Johnston County, North Carolina containing 17.276 acres, more or less, as shown on plat prepared by True Line Surveying, PC, Recorded in Plat Book 76 at page 229.

Village Parkway:

BEING all of that certain tract or parcel of land located in Wilders Township, Johnston County, North Carolina containing 1.896 acres, more or less, as shown on plat prepared by True Line Surveying, PC, Recorded in Plat Book 76 at page 230.

Flowers Parkway

BEING all of that tract of land containing 9.556 acres, more or less, and labeled "Flowers Parkway" on that map recorded in Plat Book 69, Page 218, Johnston County Registry, to which plat reference is hereby made for a full and complete description of said tract of land.