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Prepared by/Record and return to:
River Dell Company
4880 N.C. 42 East
Clayton, N.C. 27520

THIS SPACE FOR RECORDER'S USE

STATE OF NORTH CAROLINA **Cross References:** **Deed Book: 1615**
Page: 601

COUNTY OF JOHNSTON

AMENDMENT TO DEVELOPMENT AGREEMENT 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 Development Agreement for Flowers' Plantation in Deed Book 1615 at Page 601, *et seq.*, in the office of Register of Deeds, Johnston County, North Carolina, on July 11, 1997, as amended from time to time ("**Development Agreement**"); and

WHEREAS, pursuant to the terms of Section 5(d) of the Development Agreement, the Declarant may unilaterally amend the Development Agreement as long as Declarant owns at least 5% of the property described in Exhibit "A" thereto for development and sale as part of Flowers' Plantation or has the right to annex additional property as set forth therein; provided such amendment does not materially affect any substantive or contractual right of any Owner who is subject to the Development Agreement without such Owner's written consent; and

WHEREAS, the Declarant has the continued right to annex additional property to the Development Agreement and the amendment does not materially affect any substantive or contractual right of any owner who is subject to the Development Agreement; and

WHEREAS, Declarant has not assigned any of her rights as Declarant under the Development Agreement to any person or legal entity, including, without limitation, the Flowers' Plantation Foundation; and

WHEREAS the Declarant desires to amend the Development Agreement; and

WHEREAS the Amendment does not materially affect any substantive or contractual right of any Owner who is subject to the Development Agreement;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Development Agreement, Declarant hereby amends the Development Agreement as provided herein. All property subject to the Development Agreement shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of the Development Agreement, as amended, which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, including the Flowers' Plantation Foundation, their respective heirs, legal representatives, successors, successors-in-title, and assigns.

1.

Section 6(k) of the Development Agreement, entitled "All Terrain Vehicles", is hereby amended by striking said section in its entirety and replacing it with the following:

> (k) Vehicles. All vehicles shall be operated within Flowers Plantation pursuant to all applicable North Carolina laws and any applicable Johnston County, North Carolina ordinances and regulations. The use of an "all-terrain vehicle," as such term is defined in N.C.G.S §20-4.01(1c), including, but not limited to three-wheelers, four-wheelers, dirt-bikes, go-carts, etc., within Flowers Plantation is expressly prohibited. Golf carts, as such term is defined in N.C.G.S §20-4.01(12b), which are not capable of exceeding speeds of more than 20 miles per hour, bicycles, as such term is defined in N.C.G.S §20-171.1, and electric assisted bicycles, as such term is defined in N.C.G.S §20-4.01(7a), may be approved for operation within Flowers Plantation subject to any rules, regulations and registration of such vehicles developed and implemented by Declarant in its sole and absolute discretion.

2.

This Amendment shall become effective when recorded in the office of Register of Deeds, Johnston County, North Carolina. Any procedural challenge to this Amendment must be made within six months of its recordation or the Amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of the Development Agreement.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, Declarant executes this instrument under seal this the 23 day of June, 2026.

DECLARANT: Rebecca Dell Flowers, formerly known as Rebecca Flowers Finch, individually

Rebecca Dell Flowers [SEAL]

Rebecca Dell Flowers

STATE OF NORTH CAROLINA

COUNTY OF JOHNSTON

I, the undersigned Notary Public of the aforesaid County and State, do hereby certify that Rebecca Dell Flowers, personally appeared before me this day and acknowledged that she, in her individual capacity, executed the foregoing instrument.

Witness my hand and official stamp or seal this 23 day of ~~May~~ June, 2026.

[NOTARY SEAL]

Maurice Reid Stephenson NOTARY PUBLIC Johnston County, NC

Maurice Reid Stephenson

Notary Public

My Commission Expires: 9/20/2027