

FOR AMENDED Agreement
SEE BOOK 1657 PAGE 325
THIS 10 DAY OF Oct 1997
PHYLLIS N. WALL, REGISTER OF DEEDS
BY: Marybeal

BOOK 1615 PAGE 601 Map to River Club Co Deputy
4880 N.C. 42 EAST
Clayton NC 27520

15712
DEVELOPMENT AGREEMENT
FOR
FLOWERS' PLANTATION
A Master Planned Community

SUPP. Declaration
FOR CORRECTIVE
SEE BOOK 1658 PAGE 90
THIS 12 DAY OF DEC 1997
PHYLLIS N. WALL, REGISTER OF DEEDS
BY: Cheryl Wap

This Development Agreement for Flowers' Plantation ("Development Agreement") is made this 11th day of July, 1997, by Rebecca Flowers Finch ("Declarant") and shall be binding upon all persons having any right, title, or interest in any portion of the Flowers' Plantation, their heirs, successors, successors-in-title, and assigns.

W I T N E S S E T H

WHEREAS, Declarant is the Owner of that certain real property located in Johnston County, North Carolina, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Flowers' Plantation"); and

WHEREAS, Flowers' Plantation is being developed as a mixed-use master planned community through one or more developers of residential and non-residential property on a phased basis; and

WHEREAS, Declarant desires to establish standards for the development, preservation of its rural character, and enhancement of the property values within Flowers' Plantation; and

WHEREAS, upon the execution and recording of this Development Agreement, all property described on Exhibit "A" together with such additional property as may be submitted hereto as provided herein, shall be developed, improved, subdivided and conveyed subject to the uniform standards and obligations set forth herein.

NOW, THEREFORE, the Declarant hereby declares and imposes the following mutual and uniform covenants and conditions which are for the benefit all current and future owners of property at Flowers' Plantation:

1. Rural Character

The rural character of Flowers' Plantation shall be preserved throughout the development of the community by maximizing the use of open space, natural vegetation, and buffers. Areas within Flowers' Plantation may be designed for continued agricultural operations, and recreation within the community shall emphasis rural out-door pursuits.

(a) Streets. Streets shall be buffered with natural vegetation to protect wildlife and to preserve the rural-farm atmosphere. The Declarant shall review all development plans to ensure adequate buffers are maintained. The following shall be the minimum street buffer requirements:

- Neuse River Parkway - ^{100' 250'} 75 foot buffer from edge of right-of-way
- Secondary arterial roads - 25 foot buffer from edge of right-of-way (e.g., collector road within a pod or neighborhood)

Maintenance of the ^{100' 250'} 75 foot buffer along Neuse River Parkway shall be performed by Declarant or the Flowers' Plantation Foundation as more specifically described in Section 4. Developers, through the Association Entities created for each Pod or neighborhood, shall contribute toward the cost of such maintenance based on the developable density of the property acquired in each Pod or Phase of Flowers Plantation in accordance with the formula set forth in the certain Declaration of Easements and Covenant to Share Costs for Flowers' Plantation (the "Covenant"), recorded or to be recorded in the Office of the Register of Deeds of Johnston County, North Carolina. After development activity has ceased within the Pod or Phase, such contributions shall be allocated based on the actual density within the Pod or Phase. Maintenance of the 25 foot buffer within a Pod or neighborhood shall be performed by the Association Entity governing such area.

(b) Streams, Wetlands & Wildlife Habitat. Streams and wetlands shall be preserved by maintaining natural vegetation buffers and creating wildlife corridors. The Declarant shall review all parcel development plans to ensure that sufficient buffers are maintained around streams and wetlands. A 200 foot woodland buffer shall be maintained along all perennial and intermittent streams. Larger wetland areas may be conveyed to a land conservancy, conservation trust, the Flowers' Plantation Foundation, or other public or private institution for perpetual ownership and maintenance. If such property is conveyed or maintained by the Flowers' Plantation Foundation, the cost thereof shall be allocated all property subject to the Covenant in the same manner as the costs of maintaining the ^{100' 250'} 75 foot buffer.

(c) Agricultural Property. The Declarant reserves the right to designate agricultural corridors within Flowers' Plantation. Any farm operations shall be maintained by the Declarant or a third party, and such operations may include any agricultural businesses which are usual and customary for the Johnston County area.

(d) Recreation. Passive, out-door recreational activities shall be emphasized at Flowers' Plantation. In particular, development plans may include pedestrian, equestrian, and bicycle trails which shall connect the residential neighborhoods with natural preserve and wildlife habitat areas. Development plans for active recreational areas such as ball fields, playgrounds, and swim/tennis centers may be approved after review by Declarant.

2. **Infrastructure**

Development of Flowers' Plantation requires the construction of significant components of infrastructure. The development will include both public and private utilities and supplemental services to those offered by Johnston County.

(a) **Parkway.** The primary arterial roadway shall be Neuse River Parkway constructed by Declarant.

(b) **Water.** Water service is provided to Flowers' Plantation through a private franchise, River Dell Utilities, Inc., which is an affiliate of the Declarant. Rates are subject to regulation through the North Carolina Utilities Commission. Water tap fees shall be collected on each residential unit in an amount currently at \$1,000. Commercial development will be charged an equivalent a water tap based on anticipated usage.

In the early stages of development (until 299 residential units have been constructed), water supply shall be provided by River Dell Utilities, Inc. through a Johnston County water line. After 299 residential units have been constructed, water supply shall be provided through a central water main connected to a water tower. Fire hydrants shall be installed by developers to the central water main from the beginning of development of each Pod or Phase and shall be not more than 1000 feet apart. Fire hydrants shall be connected to the central water main not later than the completion of the water tower pursuant to Johnston County requirements.

(c) **Sanitary Sewer.** Sanitary sewer is provided to Flowers' Plantation through a private franchise, River Dell Utilities, Inc., which is an affiliate of the Declarant. Rates are subject to regulation through the North Carolina Utilities Commission. Sewer tap fees will be collected on each residential unit in an amount currently at \$1,000. Commercial development will be charged an equivalent a water tap based on anticipated usage.

3. **Development Standards and Architectural Guidelines**

Declarant shall review and reserves the right to approve or disapprove development plans and architectural guidelines applicable to all of the development and construction activities of developers within Flowers' Plantation to ensure quality development and protection of Declarant's residual property interests. The following developmental standards and architectural guidelines shall apply as minimum standards:

(a) **Residential Development Density.** Planned Unit Development zoning is in place for Flowers' Plantation which establishes its developmental density. From a planning perspective, clustering is permitted and encouraged to minimize soil erosion and protect the rural character. Developers shall submit master plans and parcel or phase plans (by whatever name denominated) to Declarant for approval prior to submission for final county approval. Declarant approval of individual home sites is not required; however, basic blueprint plans for home and neighborhood construction shall be approved by Declarant.

(b) Traffic Control. Declarant review and approval shall be required for all street layout and design. Plans shall be reviewed to ensure an emphasis on reducing traffic speed through "round-a-bouts" and other methods of creating an environment which is safe for children and pedestrians.

(c) Entry Features. Neighborhoods may have individual entry features and amenities, provided that the development plans are approved by Declarant.

(d) Design Guidelines. Declarant approval shall not be required for the architectural or construction details of individual homes to be built within Flowers' Plantation. However, builders and developers shall prepare and submit to Declarant design guidelines which establish the site standards and design criteria to be implemented within each phase or neighborhood. Topics to be included in the design guidelines include (i) the style, size, colors and types of materials to be used to construct residential dwellings, (ii) the style, size, colors and types of materials to be used to construct all neighborhood common area improvements and landscaping plans, and (iii) the elevations, colors and types of materials and general landscaping plans or requirements for landscaping plans for single family residences. Developers or builders shall not begin construction until the foregoing guidelines and items have been submitted to and approved in writing by Declarant. Construction conforming to such standards and guidelines shall be permitted without further review, but variances shall be subject to review by Declarant.

4. Community Governance

(a) Flowers' Plantation Foundation. An essential component of developing Flowers' Plantation includes creating a community governance structure for the master planned community which preserves, promotes, and enhances the collective interests of the residents. Flowers' Plantation will be developed over a number of years and will include residential and non-residential land uses, as well as continuing agricultural activities and land conservation. To ensure there is a balance of all of these interests on a community-wide level and to promote decentralized decision-making for the residential owners, Declarant reserves the right to establish a central governance entity, which may be in the form of a tax-exempt foundation, with jurisdiction over the entire community ("Flowers' Plantation Foundation").

Flowers' Plantation Foundation shall be responsible for the maintenance, repair, replacement, improvement, and insurance of the ~~75~~ ⁷⁰ foot buffer along Neuse River Parkway and such other areas as may be conveyed or assigned to it from time to time as provided in the Covenant. Flowers' Plantation Foundation may succeed to certain of Declarant's rights and responsibilities under this Agreement as assigned by Declarant in its sole discretion. The costs incurred by Flowers' Plantation Foundation shall be allocated among the property subject to its jurisdiction as provided in the Covenant and herein.

(b) Residential Association. Each residential Pod or neighborhood shall be structured around and governed by an incorporated homeowner association ("Association Entity") established by recorded declaration of covenants, conditions, and restrictions ("Association Declaration"). The governing documents of each Association Entity and Association Declaration

shall be subject to the review and approval of Declarant. Among other things, the Association Declaration shall provide for the receipt of a notice of annual contribution from the Flowers' Plantation Foundation and payment of such from the assessments levied upon individual property owners within its jurisdiction. Additionally, the Association Entity shall have sufficient maintenance and enforcement powers to ensure preservation of the architectural requirements and community-wide standards established for Flowers' Plantation.

(c) Commercial Property. Depending on the amount and type of commercial development which takes place at Flowers' Plantation, the commercial property may be structured around and governed by a commercial property owners association, or it may be encumbered by the Covenant obligating the owners of such property to contribute toward the expenses of Flowers' Plantation Foundation. All deed restrictions or association documents shall be subject to the review and approval of Declarant.

5. General Provisions.

The parties further agree as to the following general provisions:

(a) Binding Effect. All of the terms and provisions of this Agreement and all rights, privileges, benefits and burdens created hereunder are covenants running with all property described on Exhibit "A," and any additional property which is made a part of Flowers' Plantation in the future by filing of one or more supplemental agreements in the Johnston County, North Carolina land records. Declarant may unilaterally annex any additional property to this Agreement now or hereafter owned by Declarant for a period of 40 years from the date of recording this Agreement. This Agreement shall be binding upon all persons having any right, title, or interest in any portion of the property now or hereafter subjected to this Agreement, their heirs, successors, successors-in-title, and assigns. Nothing contained herein is intended to create, or is to be construed as creating, an exception or encumbrance on the title to any land other than the lands included within Exhibit "A" unless annexed through a supplemental declaration. Any reference in this Development Agreement to the successors and assigns of Declarant shall be deemed to include only those successors and assigns of Declarant specifically so identified by an instrument in writing executed and recorded by Declarant.

(b) Captions and Applicable Law. The paragraph and subparagraph captions included herein are for reference only and should not be used in construing any of the terms hereof. This Agreement shall be governed, enforced and construed in accordance with the laws of the State of North Carolina. If any provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable in a court of law, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall otherwise remain valid and enforceable to the fullest extent permitted by law.

(c) Enforcement and Remedies. The terms and conditions of this Agreement shall be specifically enforceable. The remedies contained in this provision shall be cumulative of all other remedies now or hereafter provided by law. The failure to enforce any terms of provisions of this Agreement, however long continued, shall in no event be deemed a waiver of the right to

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enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto.

(d) Amendment. So long as the Declarant owns at least 5% of the property described in Exhibit "A" for development and sale as part of Flowers' Plantation, or has the right to annex additional property as set forth herein, it may unilaterally amend this Development Agreement.

IN WITNESS WHEREOF, Declarant has executed this Agreement day and year first above written.

DECLARANT: Rebecca Flowers Finch, individually

By: *Rebecca Flowers Finch* [SEAL]
Rebecca Flowers Finch

STATE OF NORTH CAROLINA)
COUNTY OF JOHNSTON)

I, the undersigned Notary Public of the aforesaid County and State, do hereby certify that Rebecca Flowers Finch, 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 the 11th day of July, 1997.



Patricia S. Benson
Notary Public
My Commission Expires:

State of North Carolina - Johnston County
The foregoing certificate(s) of *Patricia S. Benson*
Notary(Notaries) Public (is/are) certified to be correct.
This instrument was presented for registration and recorded
in Book 1615 Page 601
This July 11 1997 at 12:35 PM
Phyllis N. Wall *Rhonda H. Penny*
Register of Deeds Deputy Register of Deeds

EXHIBIT "A"

Land Initially Submitted

EXHIBIT A

TO DEED

FROM REBECCA FLOWERS FINCH [freetrader]

TO GRAND STEP, L.L.C.

DATED: JULY 11, 1997

BEGINNING at an iron pipe set in the right-of-way line of North Carolina Highway 42 at the eastern end of the sight distance line in the northeastern quadrant of the intersection of North Carolina Highway No. 42 and East School Road, and from said beginning point the line runs thence with the sight distance line North 49 degrees 14 minutes 35 seconds West 63.27 feet to an iron pipe set in the right-of-way line of East School Road; thence with the right-of-way line of the road North 03 degrees 56 minutes 46 seconds West 162.01 feet to an iron pipe; thence continuing with the right-of-way of the road along a curve having a delta angle of 15 degrees 26 minutes 53 seconds, a radius of 806.65 feet, an arc length of 217.49 feet and a chord bearing and distance of North 11 degrees 40 minutes 13 seconds West 216.83 feet to an iron pipe set in the right-of-way of said road, the western end of the sight distance line in the southeastern intersection of East School Road and N.C.S.R. 1704; thence with said sight distance line North 28 degrees 37 minutes 19 seconds East 78.83 feet to an iron pipe set in the right-of-way line of N.C.S.R. 1704; thence with the right-of-way of N.C.S.R. 1704 North 79 degrees 13 minutes 46 seconds East 450.87 feet to an iron pipe, a new corner with Rebecca Flowers Finch; thence a new line with Finch South 04 degrees 39 minutes 16 seconds East 537.25 feet to an iron pipe set in the right-of-way line of North Carolina Highway No. 42; thence with the right-of-way line of said highway South 35 degrees 29 minutes 13 seconds West 422.66 feet to the point and place of beginning, containing 5.495 acres, more or less, according to a plat and survey by Dennis R. Blackmon, R.L.S., dated March 24, 1997, and styled "Minor Subdivision Plat for Rebecca Flowers Finch, Surveyed for Lois Stephenson, et als."

For chain of title information, see Book 946, page 727, Johnston County Registry.

EXHIBIT "B"
 LAND SUBJECT TO ANNEXATION (General Description of Flowers' Plantation Boundaries)
FLOWERS' PLANTATION

THIS MAP IS NOT A CERTIFIED SURVEY
 AND NO RELIANCE MAY BE
 PLACED IN ITS ACCURACY.

Developer — Rebecca Flowers Finch

River Dell Company
 4880 NC 42 East
 Clayton, NC 27520
 (919) 553-3084
 (800) 343-0659

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