


FILED  
JOHNSTON COUNTY  
CRAIG OLIVE  
REGISTER OF DEEDS

Johnston County, North Carolina  
CRAIG OLIVE Register of Deeds  
The following certificate(s) of  
CAROLYN BATTEN BROWN

FILED Jun 22, 2005  
AT 02:10:00 pm  
BOOK 02920  
START PAGE 0754  
END PAGE 0756  
INSTRUMENT # 71748

notary/notaries public  
is/are certified to be correct.

  
Deputy Assistant - Register of Deeds

Prepared by and ~~mailed to~~ Laura K. Howell, LLC, P. O. Box 1289, Wendell, NC 27591  
Return to: Rebecca Flowers 4880 NC 42 E Clayton NC 27521  
NORTH CAROLINA

JOHNSTON COUNTY

**DISCLOSURE STATEMENT REGARDING FUTURE PURCHASERS OF RESIDENTIAL PROPERTIES IN FLOWERS PLANTATION SUBDIVISION**

**I. INTRODUCTION**

**This Disclosure Statement for Flowers Plantation Subdivision is executed by Rebecca D. Flowers (hereinafter "Flowers"), Master Developer of Flowers Plantation. The purpose of this Disclosure is to provide future purchasers of any lot in any subdivision within Flowers Plantation with information applicable to the purchase, and to provide public record of the Disclosure.**

**II. ARCHITECTURAL AND DESIGN REVIEW**

In order to insure compliance with all covenants and restrictions, each builder and, in the case of exterior renovation of existing home, each homeowner, is required to present to Rebecca D. Flowers or successors in interest, a complete set of plans for approval prior to the clearing of the homesite and construction of the home, or renovation of an existing home, as applicable.

The penalty for failure to submit the requested documentation prior to commencement of construction is \$100 per day, commencing from the date of notice of the violation, through and including the date of approval or disapproval, as applicable. In addition, at Flowers's option, a \$100 per day penalty may be assessed, after due notice to the violator and opportunity to be heard, for violation of any of the recorded Covenants for Flowers Plantation and the subdivision within Flowers Plantation, including the "Flowers Plantation Architectural Guidelines" as recorded in Book 1970, Page 599, Johnston County Registry.

### **III. SIGNAGE**

With regard to signs placed on the homesites, each builder will be allowed one (1) approved (single or double sided) sign. The signs must be approved by and conform to Flowers Plantation Sign Guidelines. Builders will be requested to remove all signs placed on the homesite(s) by subcontractors and vendors. In addition, Flowers reserves the right to place one (1) sign identifying the homesite and one (1) real estate sign on each homesite. No signs are permitted on trees. No signs are permitted once construction is complete. Signs are not allowed to be displayed to advertise renovation of an existing home, with the exception of one (1) approved builder sign.

### **IV. HOMEOWNERS ASSOCIATION**

The community will have a Homeowners Association (HOA). Builders and homeowners will be required to pay dues for each homesite owned from the date of purchase. The owners will be billed by the Homeowners Association. Dues for each HOA include the separate dues owed to Flowers Plantation Foundation, Inc., the entity providing the maintenance, repair, replacement, improvement, and insurance expense of the 100 foot buffer along the Neuse River Parkway, along with any other areas which may be assigned to the Foundation for maintenance.

### **V. SITE MAINTENANCE**

Builders and homeowners are reminded of the requirement to keep the grass and weeds at the sites trimmed and mowed. A trash receptacle i.e. wire basket, dumpster, etc. is required on every site. Trash pickup in the community shall be provided by one service for the entire community as approved by Flowers. No stockpiling of dirt or debris is allowed. The street must also be cleaned of mud, dirt, and trash. If clean-up is not done, Flowers will issue a letter stating they will clean up at the expense of the Builder or homeowner. Invoices will be sent once the clean up is completed, and will be due within ten (10) days from the date of the invoice. Payments received after such date will be considered late and a twenty-five dollar (\$25) late penalty, per day, will be assessed.

### **VI. PARKING**

Builders and homeowners undergoing renovation projects are not permitted to block driveways at anytime. There is no parking in the common areas. If anyone is found in violation, they will be billed for any necessary repair work as a result of the improper parking. Invoices will be sent once repair work is completed and will be due within ten (10) days from the date of the invoice. Payments received after such date will be considered late and a twenty-five dollar (\$25) late penalty, per day, will be assessed.

**VII. POOL MEMBERSHIP**

If pool membership is included with the purchase price of a property, then the purchaser is still subject to the requirement of annual membership dues as levied by the owner of the applicable recreation facility. Failure to pay the annual dues subjects an owner or builder to the loss of membership in the recreation facility.

**THESE GUIDELINES ARE SUBJECT TO CHANGE AT FLOWERS' DISCRETION.**

In testimony whereof, the undersigned Master Developer has hereunto set her hand and seal, this the 20<sup>th</sup> day of June, 2005.

Rebecca D. Flowers (SEAL)  
Rebecca D. Flowers

NORTH CAROLINA

JOHNSTON COUNTY

I, the undersigned, a Notary Public in and of said County and State aforesaid, do hereby certify that Rebecca D. Flowers personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this the 20 day of June, 2005.

Carolyn Batten Brown  
Notary Public

My Commission Expires:

Commission Expires  
01-10-2010

