

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 it may be 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;

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 1(a) of the Development Agreement, entitled "Streets", is hereby amended by striking said section in its entirety and replacing it with the following:

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

(i) The minimum street buffer along the road known as "Neuse River Parkway" (also known as North Carolina State Road 1704) from its intersection with North Carolina State Road 42 until such point where Neuse River Parkway becomes a private road, as generally shown on Exhibit "C" to this Development Agreement, shall be 100 feet from each edge of the public right-of-way (excluding such portion of Neuse River Parkway located within the parcel identified in that certain Amendment to Development Agreement for Flowers' Plantation and Amendment to the Declaration of Easements and Covenant to Share Costs for Flowers' Plantation, recorded in Deed Book 2232, Page 541, *et seq.*, in the Office of the Register of Deeds of Johnston County, North Carolina, where the street buffer shall be 50 feet from each edge of the public right-of-way).

(ii) The minimum street buffer along the Neuse River Parkway from the point where it becomes a private road to its planned intersection with "Buffalo Road" (also known as North Carolina State Road 1003), as generally shown on Exhibit "C" to this Development Agreement, from each edge of the private right-of-way shall be determined by Declarant as part of the approval process required in accordance with Section 3 of the Development Agreement. In the event this portion of the Neuse River Parkway, as constructed, differs from the

depiction of the planned road set forth on Exhibit "C," the street buffer shall be from each edge of the private right-of-way as constructed. Notwithstanding anything to the contrary previously depicted on any drawing, map, or plat, the Neuse River Parkway does not include any portion of the roadway as shown in Plat Book 76, Page 230, in the Office of the Register of Deeds of Johnston County, North Carolina.

(iii) All other streets within Flowers' Plantation shall have such minimum buffers from each edge of the public or private right-of-way as designated by Declarant in writing as part of the approvals required in accordance with Section 3 of the Development Agreement.

Maintenance of the buffers along the public and private right-of-way of Neuse River Parkway described in Section 1(a)(i) and (ii) above, collectively referred to as the "**Neuse River Parkway Buffer Zone**," shall be performed by Declarant or the Flowers' Plantation Foundation as more specifically described in Section 4 to the extent such maintenance has not been assigned or delegated to an Association Entity in a written instrument recorded in the Office of the Register of Deeds of Johnston County, North Carolina. Owners, 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 Declaration of Easements and Covenant to Share Costs for Flowers' Plantation (the "**Covenant**"), recorded in Deed Book 1615, Page 609, *et seq.*, in the Office of the Register of Deeds of Johnston County, North Carolina, as amended. 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 any street buffer within a Pod or neighborhood, including any buffer area along the Neuse River Parkway assigned or delegated as described above, shall be performed by the Association Entity governing such area.

2.

Section 2(b) of the Development Agreement, entitled "Water", is hereby amended by striking said section in its entirety and replacing it with the following:

(b) Water. Water service is provided to Flowers' Plantation through Aqua America, Inc. or its affiliated company, Aqua North Carolina Inc. ("**Aqua**"), or its successors and assigns, as the successor to River Dell Utilities, Inc. Rates are subject to regulation through the North Carolina Utilities Commission. Water tap fees shall be collected on each residential unit in such amount as determined by Aqua which water tap fee may be changed from time to time. Commercial development will be charged an equivalent water fee tap based on anticipated usage.

In the early stages of development (until 299 residential units have been constructed), water supply shall be provided through a Johnston County, North Carolina 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 1,000 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, North Carolina requirements.

3.

Section 2(c) of the Development Agreement, entitled "Sanitary Sewer", is hereby amended by striking said section in its entirety and replacing it with the following:

(c) Sanitary Sewer. Sanitary sewer is provided to Flowers' Plantation through Aqua, or its successors and assigns, as the successor to River Dell Utilities, Inc. Rates are subject to regulation through the North Carolina Utilities Commission. Sewer tap fees shall be collected on each residential unit in such amount as determined by Aqua which sewer tap fee may be changed from time to time. Commercial development will be charged an equivalent sewer tap fee based on anticipated usage.

4.

Section 4(a) of the Development Agreement, entitled "Flowers' Plantation Foundation", is hereby amended by striking the first sentence of the second paragraph of said section in its entirety and replacing it with the following:

Flowers' Plantation Foundation shall be responsible for the maintenance, repair, replacement, improvement, and insurance of the Neuse River Parkway Buffer Zone, to the extent such maintenance has not been assigned or delegated to an Association Entity in a written instrument recorded in the Office of the Register of Deeds of Johnston County, North Carolina, and such other areas as may be conveyed or assigned to it from time to time as provided in the Covenant.

5.


Section 5(a) of the Development Agreement, entitled "Binding Effect", is hereby amended by inserting the following sentence at the end of such section:

This Development Agreement, as amended, shall also be binding upon the Flowers' Plantation Foundation and its successors and assigns.

6.

The Development Agreement is hereby amended by inserting Exhibit "C" attached to this Amendment to the Development Agreement as Exhibit "C."

IN WITNESS WHEREOF, Declarant executes this instrument under seal this the 20<sup>th</sup> day of May, 2011.

**DECLARANT:** Rebecca Dell Flowers, formerly known as  
Rebecca Flowers Finch, individually  
 [SEAL]  
Rebecca Dell Flowers

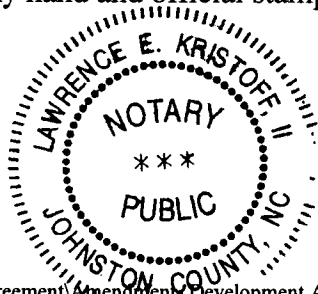
STATE OF NORTH CAROLINA

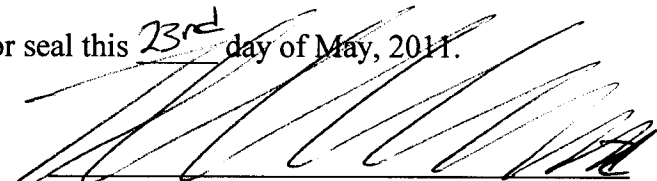
COUNTY OF JOHNSTON

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<sup>rd</sup> day of May, 2011.

[NOTARY SEAL]



  
Notary Public Lawrence E. Kristoff, II  
My Commission Expires: 3/29/2015