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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-7A)**

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 the 09 day of November, 2012 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-7A and Flowers Village Boulevard. 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. Easements and Common Area. Contemporaneously herewith, 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-7A (hereinafter referred to as "NW-7A"). Upon M/I's acquisition of fee simple title to NW-7A, M/I 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 Flowers Village Boulevard (a private road), as shown on the plat recorded in Plat Book 78 at page 14, and re-recorded in Plat Book 78, Page 22.

(ii) Declarant does hereby grant, declare, establish, and confirm in favor of M/I, as Owner of NW-7A, and its successors, assigns, and successors in title as Owners of Residential Units hereafter established in NW-7A, and for any Additional Association

established for NW-7A a perpetual non-exclusive right of ingress, egress, and regress over and upon the rights of way of Flowers Village Boulevard 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.

B. Flowers Village Boulevard and East Neuse River 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 Flowers Village Boulevard and East Neuse River 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 Flowers Village Boulevard and East Neuse River Parkway on each side of the edge of the right-of-way of such roads adjacent to NW-7A shall be thirty (30) feet and variances to such easement areas may be granted by Declarant and Association (ii) there shall be no landscape easement area required along any streets within NW-7A; and (iii) there shall be no street buffers required along the rights-of-way of East Neuse River Parkway, Flowers Village Boulevard, or the streets within NW-7A in addition to the maximum landscape easement areas described in this paragraph.

C. 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 Flowers Village Boulevard and of all other of the roads that are or will be Common Areas under the Declaration (the "Village Private Streets"). No such \$1,000.00 fee under Section 8.8 of the Declaration has been collected by the Association for any such Unit sale prior to the date hereof. The aforesaid \$1,000.00 fee requirement under Section 8.8 of the Declaration is hereby deleted. However, Declarant, with respect to NW-7A, shall draft and record an Additional Declaration, providing for payment of initial capital payments of \$1,000.00 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 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.

D. Stream Buffers. Notwithstanding anything to the contrary herein, the maximum buffer adjacent to any streams in or adjoining any portion of NW-7A 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, as long as M/I Homes of Raleigh, LLC owns any part of NW-7A, the Declaration may not be amended with respect to NW-7A, the landscape easement areas along the rights of way of Flowers Village Boulevard and East Neuse River 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, M/I Homes of Raleigh, LLC could withhold its 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
Title: 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: November 09, 2012

Ann M. Flowers
Official Signature of Notary Public

Ann M. Flowers
Notary printed or typed name

ANN M. FLOWERS
Notary Public
Johnston County, NC
My Commission Expires 11-14-16

My commission expires: 11-14-2016

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

Rebecca D. Flowers

Rebecca D. Flowers, as individual

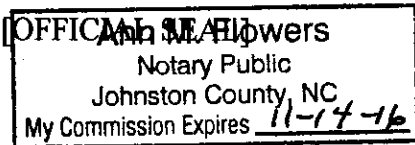
STATE OF NORTH CAROLINA

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: November 9, 2012 *Ann M. Flowers*
Official Signature of Notary Public

Ann M. Flowers
Notary printed or typed name



My commission expires: 11-14-2016

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.

ASSOCIATION

The Village @ Flowers Plantation, Inc., a North Carolina corporation

By: Rebecca D. Flowers
Name: Rebecca D. Flowers
Title: 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: November 9, 2012

Ann M. Flowers
Official Signature of Notary Public

Ann M. Flowers
Notary printed or typed name

[OFFICIAL SEAL]
Ann M. Flowers
Notary Public
Johnston County, NC
My Commission Expires 11-14-16

My commission expires: 11-14-2016

EXHIBIT A

NW-7A:

BEING all those certain tracts or parcels of land located in Wilders Township, Johnston County, North Carolina and being more particularly described as follows:

BEING all those certain tracts or parcels of land designated as Lots 1 through 47, inclusive, Wilders Woods Subdivision as shown on plat of survey entitled "Subdivision Plat of Wilders Woods, at Flowers Plantation for Rebecca D. Flowers, Wilders Township, Johnston County, North Carolina" dated October 29, 2012 prepared by Curk T. Lane, Professional Land Surveyor, of True Line Surveying, P.C. and recorded in Plat Book 78, Pages 15, 16 and 17, Johnston County Registry, which plat is referenced for a more particular description.

TOGETHER WITH access and utility easement rights in, over, across and upon the following dedicated private rights-of-way: Flowers Woods Way, N. Wilders Ridge Way, S. Wilders Ridge Way, Wilders Grove Lane and Woods Manor Lane as shown on plat of survey recorded in Plat Book 78, Pages 15, 16 and 17, Johnston County Registry.

Flowers Village Boulevard:

BEING all of that certain tract of land labeled "Flowers Village Boulevard" on that map recorded in Plat Book 78, Page 14, Johnston County Registry, and re-recorded in Plat Book 78, Page 22, Johnston County Registry, to which plat reference is hereby made for a full and complete description of said tract of land.