

EW River Dell Company
4880 Hwy 42 East
Clayton NC 27520

BOOK 2077 PAGE 233

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AMENDMENT AND
SUPPLEMENTAL DECLARATION
TO THE
DEVELOPMENT AGREEMENT
AND
DECLARATION OF EASEMENTS AND COVENANT TO SHARE COSTS
FOR
FLOWERS' PLANTATION

THIS AMENDMENT AND SUPPLEMENTAL DECLARATION is made as of the date set forth below by REBECCA DELL FLOWERS (formerly known as REBECCA FLOWERS FINCH) (DECLARANT"); and ROY MIKE GIDDENS, a resident of Johnston Count, North Carolina ("OWNER").

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 (the "Development Agreement"); and

WHEREAS, Declarant amended the Development Agreement by those Amendments to the Development Agreement for Flowers' Plantation recorded in Deed Book 1657 at Page 335, et seq., and in Book 1970, Page 599, et. seq., in the office of Register of Deeds, Johnston County, North Carolina on December 9, 1997; and

WHEREAS, Declarant recorded that certain Declaration of Easements and Covenant to Share Costs for Flowers' Plantation in Deed Book 1615 at Page 609, et seq., in the office of Register of Deeds, Johnston County, North Carolina, on July 11, 1997, as it may be amended and supplemented from time to time (the "Declaration"); and

WHEREAS, Declarant amended the Declaration by that Amendment to the Declaration of Easements and Covenant to Share Costs for Flowers' Plantation recorded in Deed Book 1657 at Page 337, et seq., in the office of Register of Deeds, Johnston County, North Carolina, on December 9, 1997; and

WHEREAS, the Declarant unilaterally annexed additional property owned by her, more particularly described as that certain 15.896-acre tract of land as described in Plat Book 54, Page 448, Johnston County Registry, to the Development Agreement by recording a supplemental agreement, as recorded in Book 1859, Page 843, Johnston County Registry; and

WHEREAS, pursuant to the terms of Section 5(a) of the Development Agreement, the Declarant may unilaterally annex additional property owned by Declarant to the Development Agreement by recording a supplemental agreement for a period of 40 years from the date of recording the Development Agreement; and

WHEREAS, pursuant to the terms of Section 4.1 of the Declaration, the Declarant may unilaterally subject to the Declaration the additional property described on Exhibit "B" thereof by recording a supplemental Declaration within 40 years from the date of recording the Declaration; and

WHEREAS, the property described on Exhibit "A" hereto is no longer owned by the Declarant, but the Owner as named above agreed prior to purchasing the property described on Exhibit "A" to allow himself to be subject to the Development Agreement and Declaration, and said Owner's deed was conveyed subject to the Development Agreement and Declaration; and this annexation and submission is done within 40 years of the Development Agreement and Declaration being recorded; and

WHEREAS, the Declarant and Owner desire to annex and submit the property described on Exhibit "A" hereof to the Development Agreement and Declaration;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Development Agreement and Declaration, Declarant hereby annexes and submits the property described on Exhibit "A" to the Development Agreement and the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of the Development Agreement and 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 such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns.

Owner executes this document to consent to the annexation of Owner's property as described in Exhibit "A" attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, Declarant and Owner execute this instrument under seal this the 14th day of May, 2001.

DECLARANT: REBECCA DELL FLOWERS (formerly known as REBECCA FLOWERS FINCH), individually

Rebecca Dell Flowers (SEAL)

OWNER: ROY MIKE GIDDENS

Roy Mike Giddens (SEAL)
Roy Mike Giddens

(ACKNOWLEDGMENT ON NEXT PAGE)

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.

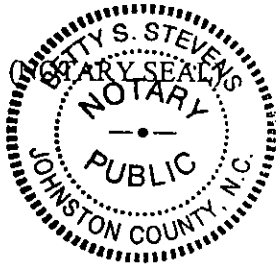


Witness my hand and official stamp or seal this 14th day of May, 2001.

Patricia Benson
Notary Public
My Commission Expires: August 7, 2001

STATE OF NORTH CAROLINA)
)
COUNTY OF JOHNSTON)

I, the undersigned Notary Public of the aforesaid County and State, do hereby certify that Roy Mike Giddens personally appeared before me this day and acknowledged the execution of the foregoing instrument.



Witness my hand and official stamp or seal this 22nd day of June, 2001.

Betty S. Stevens
Notary Public
My Commission Expires: 5/17/02

State of North Carolina-Johnston County
The foregoing Certificate(s) of Patricia S. Benson
Betty S. Stevens
Notary (Notaries) Public is (are) certified to be correct.
This instrument was prepared for registration and recorded in Book 2077 Page 233
This June 26, 2001 at 2:20 PM
Cecil A. Massengill By Cheryl W. [Signature]
Register of Deeds Deputy Register of Deeds

EXHIBIT "A" LEGAL DESCRIPTION

BEING all of that certain tract or parcel of land, containing 62.500 acres, more or less, as per plat thereof recorded in Plat Book 57, Page 166, Johnston County Registry.