

Prepared by and return to: Moore & Alphin, PLLC, 3716 National Drive, Suite 100, Raleigh, NC 27612

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR SOUTH QUARTER
AT FLOWERS PLANTATION**

This First Amendment to Declaration of Covenants, Conditions, and Restrictions For South Quarter at Flowers Plantation (this "Amendment") is made and entered into as of the date set forth in the notary acknowledgment on the following page, by **J&J FLOWERS FINCH, INC.**, a North Carolina corporation, as "Declarant."

WITNESSETH:

WHEREAS, J&J Flowers Finch, Inc., is the Declarant under that certain Declaration of Covenants, Conditions, and Restrictions For South Quarter at Flowers Plantation (the "Declaration") recorded in Book 4589, Page 138, Johnston County Registry; and

WHEREAS, Article XVI, Section 16.1 of the Declaration provides that "so long as the Declarant owns property described in Exhibits 'A' or 'B' for development" the Declaration may be amended by Declarant "for any purpose" so long as the Class "B" membership has not terminated, provided the amendment has no material adverse effect upon the right of any owner; and

WHEREAS, Declarant currently owns at least some of the property described in Exhibit B of the Declaration and intends to use such property for development; The Class "B" membership has not terminated; and this Amendment does not have a material adverse effect upon the rights of any owner as it is being made to correct the Declaration to bring it into compliance with the contract with the Builder(s) in the South Quarter at Flowers Plantation; and

WHEREAS, the Declarant now wishes to amend the Declaration;

NOW, THEREFORE, pursuant to the provisions of Section 16.1 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Section 8.11, "Capitalization of Association": The first paragraph of Section 8.11 is hereby deleted in its entirety and replaced with the following:

“Upon the first sale of each Unit in South Quarter at Flowers Plantation after the issuance of a certificate of occupancy for the residential dwelling thereon, a working capital contribution in the amount of One Thousand Five Hundred and No/100 Dollars (\$1,500) shall be collected from the purchaser at the closing of such sale for the benefit of the Association, or if not collected at closing, shall be paid immediately upon demand by the Association. Five Hundred and No/100 Dollars (\$500.00) of the working capital contribution shall be paid to The Village @ Flowers Plantation, Inc., pursuant to The Village Declaration; Five Hundred and No/100 Dollars (\$500.00) of the working capital contribution shall be paid to the Flowers Plantation Foundation East Neuse River Parkway Street Fund; and the remaining funds may be used by the Association for the maintenance and repair of the private roads within the Community. The working capital contribution shall be a Specific Assessment against the Unit and shall be in addition to, not in lieu of, the Base Assessment. Notwithstanding anything to the contrary herein, it is the intent of this Section 8.11 that the working capital contribution provided for herein shall only be paid by the first Owner of a Unit, other than Declarant or Builder, after a residential dwelling constructed thereon has been issued a certificate of occupancy by the appropriate governmental entity and such fee shall not be binding or enforceable at law or equity against any subsequent Owner or Mortgagee.”

2. Except as amended herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the date set forth in the notary acknowledgment below.

DECLARANT:

J&J Flowers Finch, Inc., a North Carolina corporation

By: [Signature]
Name: Joshua Finch
Title: President

STATE OF NORTH CAROLINA -- COUNTY OF Johnston :

I certify that the following person personally appeared before me this day and acknowledged to me that he signed the foregoing document for the purposes stated therein and in the capacity indicated: Joshua Finch

Date: 11/16/2017
(Stamp or Seal)

[Signature]
Signature of Notary

Printed Name: Maurice Reid Stephenson

My commission expires: 9/30/2022

