

Prepared and Hold for: Kristoff Law Offices, P.A.

NORTH CAROLINA
JOHNSTON COUNTY

FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
THE "NINE" AT FLOWERS PLANTATION

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 31st day of January, 2014, by Flowers Finch, LLC, a North Carolina limited liability company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant executed a Declaration of Covenants, Conditions and Restrictions for The "Nine" at Flowers Plantation which is recorded in Deed Book 4394, Page 856, Johnston County Registry and re-recorded in Deed Book 4399, Page 831 664, Johnston County Registry (the "Declaration"); and

WHEREAS, Declarant desires to make an amendment to the Declaration; and

WHEREAS, pursuant to the terms of Section 16.1 of the Declaration, Declarant may unilaterally amend the Declaration for any purpose so long as the Class "B" membership has terminated, provided the amendment has no material adverse effect upon the right of any owner; and

WHEREAS, the Class "B" membership has not terminated and this proposed amendment does not have a material adverse effect of the rights of any owner as it is being made to correct the Declaration and to bring it into compliance with the contract with the Builder in The "Nine" at Flowers Plantation.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by all parties hereto, the Declaration is hereby amended as follows:

1. Section 8.11 of the Declaration is hereby deleted in its entirety and replaced with the following paragraph:

Capitalization of Association. Upon the first sale of each Unit in The "Nine" at Flowers Plantation after the issuance of a certificate of occupancy for the residential dwelling constructed thereon, a working capital contribution in the amount of One Thousand Five Hundred and No/100 Dollars (\$1,500.00) shall be collected from the purchaser at the closing of such sale for the benefit of 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 Foundation for maintenance and repair of the E. Neuse River Parkway 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 a 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.

Notwithstanding anything to the contrary herein, the working capital contribution shall not apply to the holder of any first Mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of indebtedness secured by such Mortgage, but shall apply to the Owner acquiring the Unit from the foreclosing Mortgagee if such Owner is the first Owner of a Unit, other than Declarant or a Builder.

2. Except as amended herein, the Declaration shall remain in full force and effect and shall be unaffected by this Amendment.

IN WITNESS WHEREOF, Declarant has executed this document the 31st day of January, 2014.

Declarant:

FLOWERS FINCH, LLC,
a North Carolina limited liability company

By:

Rebecca D. Flowers (SEAL)
Manager



NORTH CAROLINA
JOHNSTON COUNTY

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, Manager.

Date: 2/3/2014

Teresa O'Hara

Print Name: Teresa O'Hara

My Commission Expires: 9/2/2018

Teresa O'Hara
Notary Public
Johnston County, NC
My Commission Expires 9/2/2018