

Prepared by and Return to: William M. Black, Jr. Attorneys
P.O. Box 19866
Raleigh, NC 27619

NORTH CAROLINA
JOHNSTON COUNTY

FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR TRILLIUM AT
FLOWERS PLANTATION

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRILLIUM AT FLOWERS PLANTATION ("Amendment") is made this 28 day of April, 2015, by Rebecca D. Flowers ("Declarant"), DWF Development, Inc., a North Carolina corporation ("DWF"), Flowers Plantation Foundation, Inc., a North Carolina non-profit corporation ("Foundation"), Lennar Carolinas, LLC, a Delaware limited liability company ("Lennar") and The Ryland Group, Inc., a Maryland corporation ("Ryland").

WITNESSETH:

WHEREAS, Declarant and DWF executed a Declaration of Covenants, Conditions and Restrictions for Trillium at Flowers Plantation Subdivision which is recorded in Deed Book 4343, Page 678, Johnston County Registry, as supplemented and/or amended from time to time (the "Trillium Declaration"); and

WHEREAS, Declarant executed that certain Development Agreement for Flowers Plantation which is recorded in Deed Book 1615, Page 601, et seq., Johnston County Registry, on July 11, 1997, as amended from time to time (the "Development Agreement"); and

WHEREAS, Declarant executed that certain Declaration of Easements and Covenant to Share Costs for Flowers Plantation which is recorded in Deed Book 1615, Page 609, et seq., Johnston County Registry, on July 11, 1997, as amended from time to time (the "Declaration"); and

WHEREAS, DWF and Rebecca Flowers, an individual, join in this Amendment to evidence their consent to the amendments to the Trillium Declaration set forth herein, if and as required by the Development Agreement and/or by the Declaration; and

WHEREAS, Lennar as the owner of certain lots in the Trillium at Flowers Plantation subdivision and as required by Section 16.1 of the Trillium Declaration, joins in this Amendment to evidence its consent to the amendments to the Trillium Declaration set forth herein; and

WHEREAS, Ryland, as the contract purchaser by assignment from Lennar of certain property identified on Exhibit B to the Trillium Declaration and to be annexed and subjected to the Trillium Declaration joins in this Amendment to evidence its consent to the amendments to the Trillium Declaration set forth herein; and

WHEREAS, Declarant desires to make several amendments to the Trillium Declaration and the parties hereto having consented to such amendments set forth herein; and

WHEREAS, pursuant to Section 16.1 of the Trillium Declaration, Declarant, with the consent of the parties hereto, may amend the Declaration.

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

1. Section 2.1 of the Trillium Declaration is hereby deleted in its entirety and replaced with the following paragraph:

“Builder” Any person who purchases one or more Units for the purpose of constructing improvements for later sale to consumers, or who purchases one or more parcels of land within the Properties for further subdivision, development, and/or resale in the ordinary course of such Person’s business. Declarant hereby designates Lennar Carolinas, LLC, a Delaware limited liability company (“Lennar”), and The Ryland Group, Inc., a Maryland corporation (“Ryland”) as Builder for the Community, authorized to exercise all rights of a Builder described herein. For so long as Lennar owns any portion of the property identified on Exhibit “A” or Exhibit “B” to this Declaration, no other person or entity (other than Lennar and Ryland) may be designated as a Builder without the prior written consent of Lennar. For so long as Ryland owns any portion of the property identified on Exhibit “B” to this Declaration, no other person or entity (other than Ryland and Lennar) may be designated as a Builder without the prior written consent of Ryland.

2. Section 4.7 of the Trillium Declaration is hereby deleted in its entirety and replaced with the following paragraph:

Lennar and Ryland Exemption. Declarant, DWF and the Foundation acknowledge that Lennar and Ryland have previously provided proposed home plans, landscape plans and home elevations for the dwellings each intend to construct in the Community, and that such plans and elevations have been approved. Accordingly, notwithstanding anything herein to the contrary, Lennar and Ryland shall be exempt from the provisions of this Article IV and any additional architectural review or approval from the Declarant, the Foundation, DWF, the ARC and any other

architectural review committee authorized by the Foundation Documents or this Declaration as to such approved plans and elevations, except as to additional features that are to be located outside of the dwelling constructed on a Unit or its detached garage, such as fences, playground equipment and outdoor pools.

3. Section 7.4 of the Trillium Declaration is hereby deleted in its entirety and replaced with the following paragraph:

Management. The Association, through its Board, may employ a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policymaking authority. For so long as Lennar owns any portion of the property identified on Exhibit "A" or Exhibit "B" to this Declaration, the employment of a management agent for the Community, other than Declarant, shall require the prior written consent of Lennar. For so long as Ryland owns any portion of the property identified on Exhibit "B" to this Declaration, the employment of a management agent for the Community, other than Declarant, shall require the prior written consent of Ryland.

In the event Declarant manages the Community, Declarant shall maintain and preserve the capital contributions as reserves for the Association in a financially responsible manner, create and oversee the budgets for the Association and manage the same in a first class, financially prudent and professional manner.

4. Section 8.13 of the Trillium Declaration is hereby deleted in its entirety and replaced with the following paragraph:

Limitation on Assessment Modifications. For so long as Lennar owns any portion of the property identified on Exhibit "A" or Exhibit "B" to this Declaration, Declarant shall not unilaterally modify the amount of the Base Assessment or any capital contribution required hereunder without Lennar's prior written consent. For so long as Ryland owns any portion of the property identified on Exhibit "B" to this Declaration, Declarant shall not unilaterally modify the amount of the Base Assessment or any capital contribution required hereunder without Ryland's prior written consent.

5. Section 11.8 of the Trillium Declaration is hereby deleted in its entirety and replaced with the following paragraph:

Easement During Construction and Sales Period. Notwithstanding any provisions now or hereafter contained in this Declaration, the By-Laws, Articles of Incorporation, Use Restrictions and Rules and regulations, Design Guidelines, and amendments thereto, Declarant reserves an easement across the Properties for Declarant and Builder to maintain and carry on, upon such portion of the Properties as they may reasonably deem necessary, such facilities and activities as in the opinion of Declarant or Builder may be required or convenient for Declarant's and Builder's development, construction and sales activities related to property hereby and hereafter subjected to this Declaration or nearby property being developed by Declarant or Builder, including, but not limited to: the right to place or authorize the placement of marketing and directional signs on

Units or right-of-way street intersections within the Properties; the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in the Properties, including, without limitation, any Unit; the right to tie into any portion of the Properties with streets, driveways, paths, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, cable television, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Properties; the right to grant easements over, under, in or on the Properties, including without limitation the Units, for the benefit of neighboring properties for the purpose of tying into and/or otherwise connecting and using sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Properties; the right to convert Units (with the consent of the Owner thereof) to Common Area and/or streets; the right to construct utilities and other improvements on Common Area; the right to carry on sales and promotional activities in the Properties; and the right to construct and operate business offices, signs, construction trailers, model residences and sales offices. Declarant and Builder may use residences, offices or other buildings owned or leased by Declarant or Builder as model residences and sales offices. This Section shall not be amended without the written consent of (i) Declarant until the rights of Declarant hereunder have terminated as herein provided, or (ii) Lennar for so long as Lennar owns any portion of the property identified on Exhibit "A" or Exhibit "B" to this Declaration; or (iii) Ryland, for so long as Ryland owns any portion of the property identified on Exhibit "B" to this Declaration.

6. Section 16.1 of the Trillium Declaration is hereby deleted in its entirety and replaced with the following paragraph:

By Declarant. Until termination of the Class "B" membership, Declarant may unilaterally amend this Declaration if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Units; (iv) to satisfy the requirements of any local, state or federal governmental agency; or (v) to correct scrivener's errors. However, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent in writing. In addition, so long as the Declarant owns property described in Exhibit "A" or Exhibit "B" or has the right to unilaterally annex additional property to the Properties, it may unilaterally amend this Declaration for any other purpose; provided, however, no such amendment shall materially adverse effect the substantive rights of any Owner without the consent of such Owner; and, further, for so long as Lennar owns any portion of the property identified on Exhibit "A" or Exhibit "B" to this Declaration, any amendment hereto must be executed by Lennar; and, provided further, for so long as Ryland owns any portion of the property identified on Exhibit "B" to this Declaration, any amendment hereto must be executed by Ryland.

7. Section 2 of Exhibit C of the Trillium Declaration is hereby deleted in its entirety and replaced with the following:

Dwelling Size. No dwelling house shall be erected on any Unit within the Properties having less than 1,700 square feet of heated and living area nor more than 2,964 square feet of heated and living area unless otherwise approved by Declarant in writing. For purposes of calculating the permitted square feet of heated and living area space, space in the following areas shall not be included: space within option third floor expansion areas or optional rooms over garages (both of which may be heated), garages, crawlspaces or basements that are not heated and cannot be used for normal living purposes.

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

IN WITNESS WHEREOF, the parties have executed this document as of the dates shown below.

REBECCA D. FLOWERS

Rebecca D. Flowers

Rebecca D. Flowers

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: April 30, 2015

Lynn A. Watkins

Print Name: Lynn A. Watkins

My Commission Expires: 12-7-2016



DWF DEVELOPMENT, INC.,
a North Carolina corporation

By: *Rebecca D. Flowers*

Rebecca D. Flowers, President

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

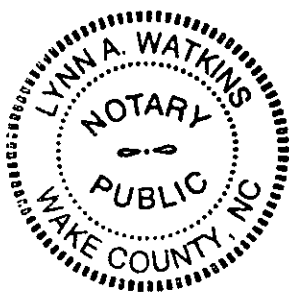
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Rebecca D. Flowers, President of DWF Development, Inc.

Date: April 30, 2015

Lynn A Watkins

Print Name: Lynn A. Watkins

My Commission Expires: 12-7-2016



FLOWERS PLANTATION FOUNDATION, INC.,
a North Carolina non-profit corporation

By: Rebecca D. Flowers
Rebecca D. Flowers, 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, President of Flowers Plantation Foundation, Inc.

Date: April 30, 2015

Lynn A Watkins

Print Name: Lynn A Watkins

My Commission Expires: 12-7-2016



LENNAR CAROLINAS, LLC.,
a Delaware limited liability company

By: Patricia E. Hanchette, Vice President and

LENNAR CAROLINAS, LLC.,
a Delaware limited liability company

By: *Patricia E. Hanchette*
Patricia E. Hanchette
Vice President and Division President

STATE OF North Carolina
COUNTY OF Wake

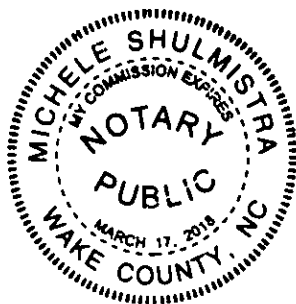
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: VP + Division Pres.

Date: 4/29/15

Michele Shulmistra

Print Name: Michele Shulmistra

My Commission Expires: March 17, 2018



THE RYLAND GROUP, INC.,
a Maryland corporation

By: _____

STATE OF _____
COUNTY OF _____

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: _____

Date: _____

Print Name: _____

My Commission Expires: _____

STATE OF _____
COUNTY OF _____

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: Patricia E. Hanchette, Vice President and Division President of Lennar Carolinas, LLC.

Date: _____

Print Name: _____

My Commission Expires: _____

THE RYLAND GROUP, INC.,
a Maryland corporation

By: *Brian Johnston*
[Signature]

STATE OF NC
COUNTY OF Wake

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: Assistant Vice President - Brian Johnston

Date: 4/30/15

Beth A Hall

Print Name: Beth A. Hall

My Commission Expires: 6/13/17

