

NORTH CAROLINA
JOHNSTON COUNTY

SUPPLEMENTAL DECLARATIONS AND
AMENDMENTS TO DEVELOPMENT
AGREEMENT FOR FLOWERS PLANTATION AND
THE DECLARATION OF EASEMENTS AND
COVENANT TO SHARE COSTS FOR
FLOWERS PLANTATION
(Poplar Woods)

Prepared by and Return to:
Schell Bray PLLC
100 Europa Drive, Suite 271
Chapel Hill, NC 27517

THESE SUPPLEMENTAL DECLARATIONS AND AMENDMENTS are made this 10th day of October, 2014 by DWF Development, Inc., a North Carolina corporation ("DWF"), Rebecca D. Flowers, an individual (f/k/a/ Rebecca Flowers Finch) ("Declarant") and Flowers Plantation Foundation, Inc., a North Carolina nonprofit corporation (the "Foundation"), with respect to whatever rights, if any, the Foundation may have as a Declarant or otherwise under the Development Agreement (as defined herein) or the Declaration (as defined herein).

WITNESSETH:

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");

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 and supplemented from time to time, the "Declaration");

WHEREAS, the Development Agreement and the Declaration establish certain covenants, conditions and restrictions for the planned community more commonly known as Flowers Plantation (the "Community");

WHEREAS, pursuant to the terms of Section 5(a) of the Development Agreement, Declarant may unilaterally annex additional real property owned by Declarant to the Development Agreement by recording a Supplemental Declaration within 40 years from the date of recording of the Development Agreement; and

WHEREAS, pursuant to the terms of Section 5(d) of the Development Agreement, Declarant may unilaterally amend the Development Agreement as long as Declarant has the right to annex additional property to the Development Agreement;

WHEREAS, pursuant to the terms of Section 4.2 of the Declaration, Declarant may unilaterally subject to the Declaration the additional property described on Exhibit "B" thereto by recording a Supplemental Declaration within 40 years from the date of recording of the Declaration;

WHEREAS, pursuant to the terms of Section 5.3 of the Declaration, as long as Declarant owns any property described on Exhibit "A" or "B" to the Declaration, Declarant may unilaterally amend the Declaration for any purpose, and the real property described on Exhibit "A" attached hereto is part of the real property described on Exhibit "B" to the Declaration;

WHEREAS, DWF owns the real property described herein on Exhibit "A" (the "Poplar Woods Tract");

WHEREAS, Declarant and DWF now desire to annex and submit the Poplar Woods Tract to the Development Agreement and the Declaration;

WHEREAS, under the Development Agreement, Declarant created buffers along the roadways within Flowers Plantation that are to be maintained by Declarant or the Foundation, as more specifically described in the Development Agreement;

WHEREAS, under the Development Agreement, Declarant created stream buffers, as more specifically described in the Development Agreement;

WHEREAS, under a separate document to be recorded contemporaneously herewith (the "Poplar Woods Declaration"), Declarant and DWF have established, granted and reserved for the benefit of Declarant and the Foundation, the right and easement to enter upon and maintain landscaping within landscape easement areas;

WHEREAS, under the Poplar Woods Declaration, Declarant and DWF have established for the Poplar Woods Tract certain additional covenants, conditions and restrictions related to the ownership of developed, subdivided and platted parcels of land (each, a "Homesite") and the construction of residential dwellings (each, a "Dwelling") thereon.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Development Agreement and the Declaration, Declarant declares as follows:

1. Declarant hereby annexes and submits the Poplar Woods Tract herein to the Development Agreement and the Declaration and DWF, as the owner of the Poplar Woods Tract hereby acknowledges and confirms such annexation. The Poplar Woods Tract shall be sold, transferred, used, conveyed, occupied, and mortgaged, or otherwise encumbered pursuant to the provisions of the Development Agreement and Declaration, which shall run with the title to such real property and shall be binding upon all persons having any right, title or any interest in such real property, their respective heirs, personal representatives, successors, successors-in-interest and assigns.

2. No buffers shall be required along the rights-of-way of streets within the Poplar Woods Tract.

3. The maximum buffer adjacent to any streams in or adjoining any portion of the Poplar Woods Tract shall not exceed 50 feet, unless a greater distance is required by applicable governmental laws, ordinances or regulations.

4. Lennar Carolinas, LLC, a Delaware limited liability company ("Lennar") shall be exempt from any architectural review or approval from the Declarant, the Foundation, DWF, and any architectural or review committee authorized by the Development Agreement or Declaration, except as to additional features that are to be located outside of the Dwelling constructed on a Homesite or its detached garage, such as fences, and playground equipment.

5. All Homesites within the Poplar Woods Tract are hereby granted appurtenant easements for the benefit of the owners thereof, and their successors, assigns, agents, invitees, employees and licensees, for ingress, egress and regress over and across any and all private rights of way within the Community. Such easement rights shall not obligate the owners of Homesites within the Poplar Woods Tract to pay any assessments, charges or other sums to the Foundation or any other owners association within the Community, except as may be expressly provided in the Development Agreement and the Declaration, as modified herein.

6. Until December 31, 2015, the assessments, contributions and other sums payable to the Foundation by the owners of Homesites for any calendar shall not increase by more than five percent over the amount thereof for the prior calendar year.

7. Neither Lennar, nor any purchaser of a Homesite or Dwelling within the Poplar Woods Tract, shall have any obligation to pay water or sewer tap fees, capacity fees or similar sums, in any amount, to River Dell Utilities, Inc., or any affiliate or successor thereof.

8. As long as Lennar owns any part of the Poplar Woods Tract, any amendment to either the Development Agreement or the Declaration which (a) increases the buffers described above, (b) attempts to modify any provision hereof, (c) materially adversely affects Lennar's rights as they relate to the Poplar Woods Tract, or (d) imposes additional restrictions on the Poplar Woods Tract, shall not be valid with respect to the Poplar Woods Tract without Lennar's written consent.

9. If there is any conflict between the provisions of this document and the provisions of the Development Agreement or of the Declaration, or any provision thereof or amendment thereto materially adversely affects Lennar's rights as they relate to the Poplar Woods Tract, or imposes additional restrictions on the Poplar Woods Tract, the provisions of this document shall control.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

DECLARANT:

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 signed the foregoing document: **Rebecca D. Flowers.**

Date: 10/10, 2014



Susan C. Butts
Official Signature of Notary

Susan C. Butts, Notary Public
Printed or typed name

My commission expires: 2/20/2016

DWF:

DWF Development, Inc

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 signed the foregoing document: Rebecca D Flowers, President

Date: 10/10, 2014



Susan C. Butts
Official Signature of Notary

Susan C. Butts, Notary Public
Printed or typed name

My commission expires: 2/20/2016

FOUNDATION:

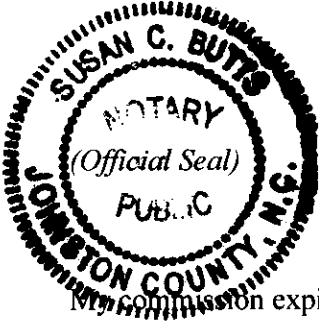
Flowers Plantation Foundation, Inc.

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 signed the foregoing document: Rebecca D. Flowers, President

Date: 10/10, 2014



Susan C. Butts
Official Signature of Notary

Susan C. Butts, Notary Public
Printed or typed name

My commission expires: 2/20/2016

Exhibit "A"

BEING all of Lots 1-45, Poplar Woods at Flowers Plantation, as shown on a map recorded in Plat Book 80, Pages 264 and 265, Johnston County Registry, to which plat reference is hereby made for a full and complete description of said lots.