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Real Estate Excise Tax: \$0.00 Deputy/Assistant Register of Deeds: Lynn Kirby

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

NORTH CAROLINA
JOHNSTON COUNTY

**SUPPLEMENTAL DECLARATION AND
AMENDMENTS TO DEVELOPMENT
AGREEMENT FOR FLOWERS PLANTATION AND
THE DECLARATION OF EASEMENTS AND
COVENANTS TO SHARE COSTS FOR FLOWERS
PLANTATION
(SWEETGRASS)**

THESE SUPPLEMENTAL DECLARATIONS AND AMENDMENTS are made this 9th day of March, 2015, by Rebecca D. Flowers, an individual (formerly known as Rebecca Flowers Finch), hereinafter referred to as "Declarant", and by 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). The Village@Flowers Plantation, Inc., a North Carolina non-profit corporation (the "Association") joins in this instrument to evidence its consent to the terms and conditions hereof.

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"); 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, 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; and

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" therein by recording a Supplemental Declaration within 40 years from the date of recording of the Declaration; and

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; and

WHEREAS, Declarant owns the real property described herein on Exhibit A ("Chatham"); and

WHEREAS, Declarant now desires to annex and submit Chatham to the Development Agreement and Declaration; and

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

Declarant hereby annexes and submits Chatham to the Development Agreement and Declaration. Chatham 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.

IN WITNESS WHEREOF, the undersigned Declarant and the Foundation have caused this instrument to be executed as of the day and year indicated in the acknowledgement block below.

DECLARANT:

Rebecca D. Flowers by
Rebecca D. Flowers, as individual
M. Reid Stephenson as her
attorney in fact

STATE OF NORTH CAROLINA, COUNTY OF JOHNSTON

I, Laurel Benson Biggs, a Notary Public of the County and State aforesaid, hereby certify that M. Reid Stephenson, as Attorney in Fact for Rebecca D. Flowers, hereinafter referred to as Principal, personally appeared before me this day and being first duly sworn, deposes and says that he executed the foregoing annexed instrument for and on behalf of said Principal, and that his authority to execute and acknowledge the said instrument is contained in a duly executed and acknowledged Power of Attorney which is recorded in the Johnston County Registry in Deed Book 4566, Page 618, and the said instrument was executed under and by virtue of the authority given by said instrument granting him Power of Attorney; and the said Attorney in Fact acknowledged the due execution of the foregoing instrument for the purposes therein on behalf of the above named Principal.

In witness my hand and official stamp or seal, this 9th day of March, 2015.



Laurel Benson Biggs

My Commission expires: July 7, 2015

FOUNDATION:

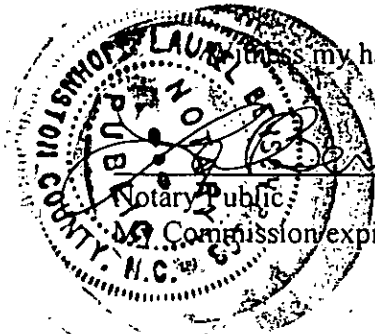
FLOWERS PLANTATION FOUNDATION, INC.,
a North Carolina nonprofit corporation

By: Rebecca D. Flowers by
Rebecca D. Flowers, President
M. Reid Stephenson as her
attorney in fact

STATE OF NORTH CAROLINA, COUNTY OF JOHNSTON

I, Laurel Benson Biggs, a Notary Public of the County and State aforesaid, hereby certify that M. Reid Stephenson, as Attorney in Fact for Rebecca D. Flowers, hereinafter referred to as Principal, personally appeared before me this day and being first duly sworn, deposes and says that he executed the foregoing annexed instrument for and on behalf of said Principal, and that his authority to execute and acknowledge the said instrument is contained in a duly executed and acknowledged Power of Attorney which is recorded in the Johnston County Registry in Deed Book 4866, Page 618, and the said instrument was executed under and by virtue of the authority given by said instrument granting him Power of Attorney; and the said Attorney in Fact acknowledged the due execution of the foregoing instrument for the purposes expressed therein on behalf of the above named Principal.

Witness my hand and official stamp or seal, this 9th day of March, 2015.



Laurel Benson Biggs
Commission expires: July 7 2015

ASSOCIATION:

The Village @ Flowers Plantation, Inc., a North Carolina corporation

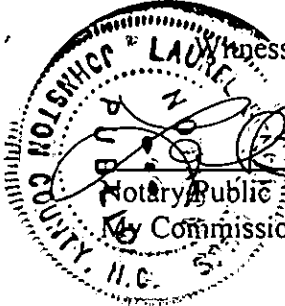
By: Rebecca D. Flowers by
Name: Rebecca D. Flowers
Title: President

M. Reid Stephenson as her
attorney in fact

STATE OF NORTH CAROLINA, COUNTY OF JOHNSTON

I, Laurel Benson Biggs, a Notary Public of the County and State aforesaid, hereby certify that M. Reid Stephenson, as Attorney in Fact for Rebecca D. Flowers, hereinafter referred to as Principal, personally appeared before me this day and being first duly sworn, deposes and says that he executed the foregoing annexed instrument for and on behalf of said Principal, and that his authority to execute and acknowledge the said instrument is contained in a duly executed and acknowledged Power of Attorney which is recorded in the Johnston County Registry in Deed Book 4566 Page 618, and the said instrument was executed under and by virtue of the authority given by said instrument granting him Power of Attorney; and the said Attorney in Fact acknowledged the due execution of the foregoing instrument for the purposes expressed therein on behalf of the above named Principal.

In witness my hand and official stamp or seal, this 9th day of March, 2015.



Laurel Benson Biggs
Notary Public
My Commission expires: July 7, 2015

Exhibit "A"

BEING all of Lots 1 and 19, Sweetgrass at Flowers Plantation, as shown on a map recorded in Book 80, Page 493, Johnston County Registry, to which plat reference is hereby made for a full and complete description of said lots.

BEING all of that tract of land containing 4.372 acres, more or less, as shown on a map recorded in Book 81, Pages 34 and 35, Johnston County Registry, to which plat reference is hereby made for a full and complete description of said tract of land.