Flowers Plantation Foundation, Inc. is a non-profit Foundation created solely for the purpose of maintaining NC Department of Transportation rights of way, entrances, white fencing, walking trails and other certain areas which need to consistently reflect a groomed, neat appearance, thereby enhancing the property values of all Owners. This maintenance is paid through an annual dues assessment of $100.00 for the year 2013, which shall be paid in advance for the first year at closing. Thereafter, the monthly HOA dues will include a prorated portion of the annual Foundation Dues. These funds are to be held by the HOA and remitted to Flowers Plantation Foundation, Inc. on January 1st of each calendar year.

The Village @ Flowers Plantation, Inc. is the non-profit “Master” homeowners’ association. It is comprised of all owners of real property in The Village @ Flowers Plantation. Its’ function is to own, operate and maintain various common areas and community improvements. It administers and enforces the Declaration of Covenants, Conditions and Restrictions for The Village @ Flowers Plantation and other Governing Documents.

Individual Associations aka “Additional Associations” Each neighborhood within The Village @ Flowers Plantation shall, in addition to the Village Covenants, be subject to its own set of Covenants, Conditions and Restrictions said conditions being specific to each individual neighborhood. Each Additional Association is comprised of all owners of real property in that neighborhood. Like The Village @ Flowers Plantation, Inc., its’ function is to own, operate and maintain various common areas and community improvements and to administer and enforce the Declaration of Covenants, Conditions and Restrictions for its particular neighborhood. Monthly HOA dues are collected and remitted by the Individual Association to: The Foundation, The Village Inc. and The Pineville Club. The total monthly dues amount includes amounts for the Foundation, The Village, Inc., The Pineville Club and the individual Homeowner’s Association.

Street Maintenance Fund A one-time fee of $1,000 will be collected at each closing for maintenance of the private streets. At closing, this fee will be paid into the respective HOA. The HOA will then disburse $500 of this fee to The Village @ Flowers Plantation Master HOA-Street Fund. All of these funds are held in separate interest bearing bank accounts separate from the HOA’s operating funds future repairs and private street resurfacing within the respective neighborhood and the common private roads in the Village.

The Pineville Club is a non-equity club. All Owners of Residential in The Village @ Flowers Plantation shall be required to be members in The Pineville Club. The membership fee is a one-time fee. It has been paid in the lot purchase price. The undersigned hereby acknowledge receipt of the Plan for the Offering of Memberships at The Pineville Club and the Rules and Regulations of the Pineville Club dated June 2007 (collectively, the “Membership Plan”), and further acknowledge that the undersigned has had the opportunity to review the Membership Plan and to seek professional advice to assist in understanding the legal consequences of the Membership Plan. It is further acknowledged and understood that a Club Membership at The Pineville Club is mandatory and that the undersigned shall pay the applicable dues, fees and other charges established by The Pineville Club as long as the undersigned continues to own a residence or home site in The Village @ Flowers Plantation.
Architectural Items are considered separately from the above-entities. Solely, the Declarant, through the Architectural Review Committee (ARC), reviews and approves items requiring architectural approval for the Foundation and The Village @ Flowers Plantation. All aspects of any external items or additions including fences, mailboxes, etc must FIRST be approved IN WRITING through the Declarant’s office prior to installation or commencement of construction.

Trash Collection The Board of Directors of The Village, Inc. shall annually, after accepting bids, appoint a designated waste management company for waste collection within The Village @ Flowers Plantation. All Residents are required to use the appointed company. This is done to promote uniformity, reduce traffic and noise and to save all residents money.

Secured Gate Access All entrances into The Village @ Flowers Plantation will be gate protected; gates will remain open during hours as listed at the gate. Gate Access Cards for your vehicle can be purchased for $40.00 per card. Please fully complete the following page with all information to pre-order your card. All information and payments must be collected prior to card activation.

PLEASE CONTACT THE DEVELOPMENT DIVISION AT (919) 553-3084 IF YOU HAVE ANY QUESTIONS REGARDING THESE DOCUMENTS OR TO OBTAIN AN APPLICATION FOR ARCHITECTURAL REVIEW.

ACKNOWLEDGEMENT OF RECEIPT:

I/We ___________________________ and ___________________________
Purchaser(s) of Lot _________ in ______________________________ Subdivision, acknowledge that I/we have reviewed the foregoing Disclosure Statement and that I/we have received copies of the following: (Please initial where indicated)

( ) ( ) Foundation Documents
( ) ( ) The Pineville Club Membership Plan
( ) ( ) Village Covenants Conditions & Restrictions
( ) ( ) _______________________ Subdivision Covenants Conditions & Restrictions

This is the __________ day of ____________, 20_____.

___________________________________ (SEAL) Witness: _________________________
Purchaser

___________________________________ (SEAL) Witness: _________________________
Purchaser

STATE OF NORTH CAROLINA

COUNTY OF _______________________

I, a Notary Public of the County and State aforesaid, certify that __________________________
_____________________________ personally appeared before this day and acknowledged the
due execution of the foregoing instrument.

Witness my hand and official seal, this _______ day of _____________________, 20_______.

________________________________________________________________________

My commission expires: _______________________

Notary Public