

FOR REGISTRATION REGISTER OF DEEDS  
 TAMMY THEUSCH BEASLEY  
 NEW HANOVER COUNTY, NC  
 2012 DEC 20 04 22 21 PM  
 BK 5698 PG 1673-1677 FEE \$26 00

INSTRUMENT # 2012044457

Prepared by and after recording  
 return to Yow, Fox & Mannen, LLP  
 102 N. Fifth Avenue  
 Post Office Box 479\*  
 Wilmington, NC 28402\*

STATE OF NORTH CAROLINA  
 COUNTY OF NEW HANOVER

SUPPLEMENTAL DECLARATION  
 OF COVENANTS, CONDITIONS  
 AND RESTRICTIONS FOR  
 ANDREWS REACH  
 (Annexing Lots 11-17)

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS,  
 CONDITIONS, AND RESTRICTIONS of Andrews Reach made this 20<sup>th</sup> day of  
 December, 2012, by Andrews Reach Developers, LLC a North Carolina limited  
 liability company hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Footings of Wilmington, Inc. a North Carolina corporation was the  
 original declarant and owner of certain real property located in New Hanover County,  
 North Carolina known as "Andrews Reach" as shown on the subdivision plats  
 recorded in Map Book 49 at Page 375, Map Book 52 at Page 174, Map Book 52 at Page  
 314 and Map Book 56 at Page 237 of the New Hanover County Registry. Properties  
 within Andrews Reach have been subjected to Protective Covenants recorded in Book  
 5053 at Page 387 of the New Hanover County Registry (the Protective Covenants) as  
 amended in Book 5621 at Page 1634 of the New Hanover County Registry; and,

WHEREAS, Footings of Wilmington, Inc. a North Carolina corporation duly  
 assigned it's declarant rights, contracts and permits for Andrews Reach to Branch  
 Banking and Trust Company, a North Carolina banking corporation pursuant to a  
 collateral assignment recorded in Book 5608 at Page 2352 of the New Hanover County  
 Registry; and,

RETURN TO

Development Services Dept 3rd Floor - JAD  
 City of Wilmington  
 305 Chestnut Street  
 Wilmington NC 28401

WHEREAS, Branch Banking and Trust Company, a North Carolina banking corporation duly assigned its declarant rights, contracts and permits for Andrews Reach to Atlas NC II SPE, LLC, a North Carolina limited liability company pursuant to an assignment recorded in Book 5625 at Page 1055 of the New Hanover County Registry; and,

WHEREAS, Atlas NC II SPE, LLC, a North Carolina limited liability company assigned its declarant rights, contracts and permits for Andrews Reach to Andrews Reach Developers, LLC, a North Carolina limited liability company pursuant to an assignment recorded in Book 5650 at Page 1847 of the New Hanover County Registry; and,

WHEREAS, Andrews Reach Developers, LLC, a North Carolina limited liability company is now the declarant and owner of certain real property in New Hanover County, North Carolina which is part of the original planned development known as "Andrews Reach" as shown on the subdivision plats recorded in Map Book 49 at Page 375, Map Book 52 at Page 174, Map Book 52 at Page 314 and Map Book 56 at Page 237 of the New Hanover County Registry; and,

WHEREAS, pursuant to Articles I, V, and VII of the Protective Covenants and pursuant to the reservation of rights to the declarant, declarant has the right and power to amend the Declaration to add additional properties to the protective covenants, Common Elements and Limited Common Elements and to otherwise make complementary additions and modifications to the Declaration as may be required; and,

WHEREAS, the declarant desires add and subject additional properties to the Protective Covenants and in particular Lots 11 through 17 as shown on that plat recorded in Map Book 57 at Page 237 of the New Hanover County Registry; and, to make such other complementary additions and modifications to the Declaration as may be required concerning the conservation resources surrounding Lots 11 through 17 and bordering the brackish/salt marsh; and,

WHEREAS, Andrews Reach Homeowners Association, Inc. is the property owners association having certain power and authority over the development known as Andrews Reach and it joins in the execution hereof for the purpose of consenting to and acknowledging the amendment to the Declaration set forth hereinafter.

NOW, THEREFORE, pursuant to the provisions of Chapter 47F of the General Statutes of North Carolina and Articles I, V, and VII of the Protective Covenants, the declarant does hereby amend the Declaration recorded in Book 5053 at Page 387 of the New Hanover County Registry (the Protective Covenants) as amended in Book 5621 at Page 1634 of the Book 5300, Page 743 as amended in Book 5441 at Page 331 of the New Hanover County Registry as follows:

1. Additional Properties: The provisions of the restrictions and Protective Covenants shall apply fully to all numbered lots and those portions of the real property shown on the Plat recorded in Map Book 57 at Page 237 of the New Hanover County Registry and more particularly being Andrews Reach, Phase 1-D, Lots 11 through 17 as shown on that Plat for Andrews Reach prepared July 17, 2012 by Stroud Engineering, P.A. and recorded in Map Book 57 at Page 237 of the New Hanover County Registry. All of the terms and conditions of the restrictions and protective covenants shall be fully binding and applicable to such lots.

2. Restrictions and Regulations on Conservation Resources. The areas denoted as Conservation Areas together with the seventy five (75') foot conservation resource set back and vegetated buffer shown on the recorded plat entitled Andrews Reach, Phase 1-D, Lots 11 through 17 for Andrews Reach Developers, LLC as shown on that Plat for Andrews Reach prepared July 17, 2012 by Stroud Engineering, P.A. and recorded in Map Book 57 at Page 237 of the New Hanover County Registry shall be maintained in perpetuity in their natural or mitigated condition; and, shall remain undivided and otherwise permanently preserved. This covenant is intended to ensure continued compliance with Conservation Resource Regulations issued by the City of Wilmington. This covenant is to run with the land and shall be binding on the owner and all parties claiming through or under it, including, but not limited to any adjacent homeowner's or any homeowners' association to whom the owner may assign or convey its rights.

All structures and impervious surfaces shall be set back from the conservation resource the minimum distance from the edge of the resource as specified in the Conservation Resource Regulations issued by the City of Wilmington and shall conform in all respects to the setback and other requirements adopted by City of Wilmington and the State of North Carolina at the time of the proposed alteration.

A portion of the conservation resource shall be maintained as a vegetated buffer as shown on the Plat for Andrews Reach; and, the buffer shall extend thirty-five (35) feet measured horizontally from the edge of the conservation resource and on a line perpendicular to and landward of the conservation resource, the use and maintenance of which shall be in accordance with the Conservation Resource Regulations issued by the City of Wilmington. Maintenance of the vegetated buffer shall be a common expense and shall be the responsibility of the Association.

All owners shall be responsible to ensure continued compliance with the rules and regulations with regard to their individually owned property. Lot Owners shall not take any action to the areas designed as Conservation Areas in violation of the Conservation Resource Regulations issued by the City of Wilmington or any permit issued by the Division of Water Quality without obtaining the concurrence of the Division of Water Quality or the City of Wilmington as the case may be.

Responsibility to ensure continued compliance with the above referenced Conservation Resource Regulations shall transfer to the Association upon the earlier of declarant conveying ~~Seventy-Five~~ Seventy-Five percent (75 %) of the Lots 11 through 17 initially owned by declarant; or, the conveyance of all Conservation Areas by the declarant to the Association.

3. Except as specifically amended or modified by this Amendment all of the terms, covenants, conditions and provisions of the Declaration shall by and remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the Declarant; and, the Association, have executed this Amendment to Declaration the day and year first written above.

**Andrews Reach Developers, LLC,  
a North Carolina limited liability company**

By: [Signature]  
Name: RICHARD DONALDSON  
Title: MEMBER MANAGER

**Andrews Reach Homeowners Association,  
Inc., a North Carolina non-profit corporation**

By: [Signature]  
Name: RICHARD DONALDSON  
Title: PRESIDENT

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

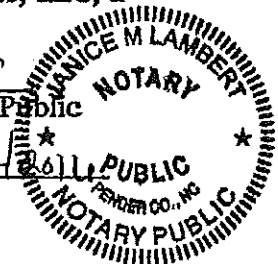
I certify that the following person(s) personally appeared before me this day each acknowledging to me that he or she voluntarily signed the foregoing document for the purposes stated therein and in the capacity indicated:

Richard Donaldson, Member Manager, Andrews Reach Developers, LLC, a North Carolina limited liability company.

Date: 12/18/12

[Signature]  
JANICE M LAMBERT Notary Public

My Commission expires: 12/12/2011



STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

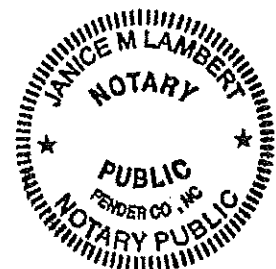
I certify that the following person(s) personally appeared before me this day each acknowledging to me that he or she voluntarily signed the foregoing document for the purposes stated therein and in the capacity indicated:

Richard Donaldson as President of Andrews Reach Homeowners, Association, Inc., a North Carolina non-profit corporation.

Date: 12/18/12

[Signature]  
JANICE M LAMBERT Notary Public

My Commission expires: 12/12/2011





TAMMY THEUSCH BEASLEY  
REGISTER OF DEEDS, NEW HANOVER  
216 NORTH SECOND STREET

WILMINGTON, NC 28401

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Filed For Registration: 12/20/2012 04:22.21 PM

Book: RE 5698 Page: 1673-1677

Document No.: 2012044457

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Recorder PHELPS, MICAH

State of North Carolina, County of New Hanover

PLEASE RETAIN YELLOW TRAILER PAGE WITH ORIGINAL DOCUMENT.

**\*2012044457\***

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