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BK: RB 6743
PG: 1263-1268
RECORDED:
11-26-2024
02:47:55 PM
BY: JAMONT HARRIS
DEPUTY



2024029530
NEW HANOVER COUNTY, NC
MORGHAN GETTY COLLINS
REGISTER OF DEEDS

NC FEE \$26.00

Prepared by/Return to: Clifford N. MacDonald, 1015 Ashes Dr., Suite 201, Wilmington, NC 28405
STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
FOR
THE VILLAGE AT MOTTS LANDING
(Faye's Meadow)**

This Supplemental Declaration of Covenants, Conditions and Restrictions for The Village at Motts Landing (hereinafter "Supplemental Declaration") is made as of this 25th day of November, 2024, by AFTEW PROPERTIES, LLC, a North Carolina limited liability company, (hereinafter "Declarant") for the purposes as stated hereinafter.

WITNESSETH:

WHEREAS, the Declarant has previously recorded various and certain restrictive covenants for The Village at Motts Landing; and,

WHEREAS, an Amended and Restated Declaration of Covenants, Conditions and Restrictions (hereinafter "Amended Declaration") was recorded in Book 6430, Page 2588 in the Office of the Register of Deeds for New Hanover County, North Carolina; and,

WHEREAS, pursuant to that Transfer of Special Declarant Rights for The Village at Motts Landing Homeowners' Association (hereinafter "Transfer") recorded in Book 6435 Page 2326 of the aforesaid Registry, and the Amended Declaration, Declarant reserved authority to amend the Declaration for certain purposes, including, without limitation, the right to add Additional Property as defined in the Amended Declaration; and,

WHEREAS, Declarant now desires to exercise its authority under the Transfer and Amended Declaration to amend the Declaration as stated herein.

NOW THEREFORE, Declarant, in the exercise of its rights under the Transfer and Amended Declaration, does take those actions more fully set out hereinafter:

1. Additional Property. The Additional Property described as all of that property known as Faye's Meadow at The Village At Motts Landing recorded in **Map Book 75 at Page 283**, of the New Hanover County Registry, and as shown on **Exhibit "A"** is hereby and for all purposes made subject to the terms, provisions and conditions of the Amended Declaration, and shall for all purposes be a part of The Village At Motts Landing community, with the same rights and obligations as are applicable to the properties (and the owners thereof) within those Village At Motts Landing properties that were made subject to the Amended Declaration as of its recordation.

2. Enforcement of Stormwater Runoff Regulations. The following covenants shall apply to all of that property known as Faye's Meadow at The Village At Motts Landing recorded in **Map Book 75 at Page 283**, of the New Hanover County Registry, and are intended to ensure ongoing compliance with Stormwater Management Permit Number SW8230318, as issued by the Division of Energy, Mineral and Land Resources under 15A NCAC 2H.1000, effective January 1, 2017.

A. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.

B. These covenants are to run with the land and be binding on all persons and parties claiming under them.

C. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the Division.

D. Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division.

E. The maximum allowable built upon area per lot is 6,000 square feet. This allotted amount includes any built upon area constructed within the lot property boundaries and that portion of the right-of-way between the front lot line and the edge of the pavement not shown on the approved plans. Built upon area has the same meaning as G.S. 143-214.7, as amended.

F. The maximum allowable built upon area shall not be exceeded on any lot until the permit is modified to ensure compliance with the stormwater rules, permit and the approved plans and specifications.

G. All runoff from the built upon area on the lot must drain into the permitted system. This may be accomplished via grading, a stormwater collection system and/or a vegetated conveyance.

H. A 50-foot wide vegetated setback must be provided and maintained adjacent to all surface waters in accordance with 15A NCAC 02H.1003(4) and the approved plans.

I. Any individual or entity found to be in noncompliance with the provisions of a stormwater management permit or the requirements of the stormwater rules is subject to enforcement procedures as set forth in N.C.G.S. 143, Article 21.

J. Built-upon are in excess of the permitted amount will require permit modification to ensure compliance with the permit and stormwater rules.

3. Definitions. Any defined terms contained in the Amended Declaration or any prior amendments shall have the same meaning in this Supplemental Declaration unless otherwise stated herein.

4. Survival. Unless specifically modified by this Supplemental Declaration, all of the terms, provisions and conditions contained in the Amended Declaration shall remain in full force and effect, and shall be binding upon all Lots made subject to the Amended Declaration or any prior amendments.

5. Effective Date. This Supplemental Declaration shall be effective upon its recordation in the Office of the Register of Deeds of New Hanover County.

IN WITNESS WHEREOF, the Declarant has caused this Supplemental Declaration to be executed in its name, under seal, by its Manager for the purposes set forth herein.

{SIGNATURE ON FOLLOWING PAGE}

DECLARANT:

AFTEW PROPERTIES, LLC
a North Carolina limited liability company

By: *Arnold L. Sobol*
Arnold L. Sobol, Manager

STATE OF NORTH CAROLINA

COUNTY OF *New Hanover*

I, the undersigned Notary Public of the County and State aforesaid, certify that ARNOLD L. SOBOL, Manager of AFTEW PROPERTIES, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this *25th* day of *November*, 2024.

My Commission Expires: *05/07/2026*

Sharon L. Waddell
Notary Public

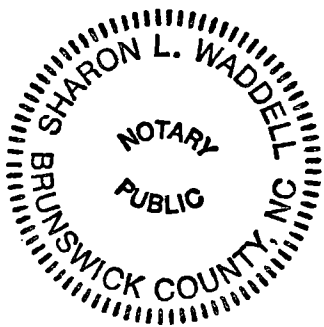


EXHIBIT "A"

BEING ALL of that 23.87 acre tract as shown on that map entitled "BOUNDARY SURVEY OF FAYE'S MEADOW AT THE VILLAGE AT MOTTS LANDING FOR AFTEW PROPERTIES, LLC" recorded in Map Book 75, Page 280 in the Office of the Register of Deeds for New Hanover County North Carolina, reference to which is hereby made for a more particular description.

MORGHAN GETTY
COLLINS
Register of Deeds

New Hanover County

Register of Deeds

320 CHESTNUT ST SUITE 102 • WILMINGTON, NORTH CAROLINA 28401
Telephone 910-798-4530 • Fax 910-798-7716



State of North Carolina, County of NEW HANOVER
Filed For Registration: 11/26/2024 02:47:55 PM
Book: RB 6743 Page: 1263-1268
6 PGS \$26.00
Real Property \$26.00
Recorder: JAMONT HARRIS
Document No: 2024029530

DO NOT REMOVE!

This certification sheet is a vital part of your recorded document. Please retain with original document and submit when re-recording.

**BK: RB 6761
PG: 1124 - 1126**

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NC FEE \$26.00

RECORDED:

03/13/2025

10:43:26 AM

BY: KELLIE GILES

DEPUTY

NEW HANOVER COUNTY,

MORGHAN GETTY COLLINS

REGISTER OF DEEDS

EXTX \$0.00

ELECTRONICALLY RECORDED

**NORTH CAROLINA
NEW HANOVER COUNTY**

**AMENDMENT TO SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE VILLAGE AT MOTTS LANDING
(Faye's Meadow)**

This Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions For The Village At Motts Landing is entered into this the 21st day of January, 2025 by AFTEW PROPERTIES, LLC a North Carolina limited liability company, hereinafter "Declarant" for the purposes as stated herein.

WITNESSETH:

WHEREAS, the Declarant is the Owner of certain real property located in New Hanover County, North Carolina, known as Faye's Meadow at The Village At Motts Landing recorded in Map Book 75 at Page 283 of the New Hanover County Registry and made a part hereof by reference (hereinafter "the Property"); and;

WHEREAS, Declarant previously recorded the Supplemental Declaration of Covenants, Conditions and Restrictions For The Village At Motts Landing on November 26, 2024 at Book 6743, Page 1263-1268 of the New Hanover County Register of Deeds (the "Supplemental Declaration; and

WHEREAS, it is the desire of Declarant to amend the Supplemental Declaration to increase the Working Capital Assessment for Faye's Meadow and to clarify the Lots in Faye's Meadow will budget and pay for the maintenance, repair and replacement of the gated entrance to Faye's Meadow and private roads within Faye's Meadow, as well as the landscaping within Faye's Meadow similarly to the Pamela's Place section of Motts Landing; and

RETURN TO: Clifford N. MacDonald Law, PLLC
1

Submitted electronically by "Wortman Law Firm, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the New Hanover County Register of Deeds.

WHEREAS, the Declarant is within the time prescribed for alteration without approval of the Association; and

NOW, THEREFORE, Declarant declares that the Property described above shall be held, sold and conveyed subject to the easements, restrictions, covenants, and conditions in the Amended Declaration and the Supplemental Declaration and the amendments herein:

Article IV. Covenants For Assessments, Section 1. Creation of the Lien and Personal Obligation of Assessments shall be amended to allow for collection of assessments from Lots in the gated area of Faye's Meadow for gated entrance maintenance and repair and for the private road maintenance and repair of any costs associated therewith.

Article IV. Covenants For Assessments, Section 2. Purpose of Annual Assessments shall be amended to allow for collection of assessments from Lots in Faye's Meadow for gate and private road maintenance, similarly to those collected for Pamela's Place.

Article IV. Covenants For Assessments, Section 3. Annual Assessments shall be amended to allow the Board to appoint a committee composed of Faye's Meadow Owners to provide recommendations as to the Faye's Meadow Budget, taking into account expense items that are to be paid solely by the Faye's Meadow Owners.

Article IV. Covenants For Assessments, Section 4. Special Assessments shall be amended to allow the Association to levy a Faye's Meadow Special Assessment for the purpose of draying, in whole or in part, the cost of any maintenance elements or any other costs or expense specific to Faye's Meadows, provided that any such Special Assessment shall have the assent of the majority of the Faye's Meadow Owners who are voting in person or by proxy at a meeting duly called for this purpose.

Article IV. Covenants For Assessments, Section 7. Working Capital Assessments shall be amended to increase the working capital amount from \$250 to Two thousand five hundred (\$2,500) dollars per Lot.

SIGNATURE PAGE FOLLOWS

IN TESTIMONY WHEREOF, Declarant has caused this Amendment to Supplemental Declaration to be signed in its corporate name by its authorized agent pursuant to his authority as of the day and year first above written.

AFTEW PROPERTIES, LLC

A North Carolina limited liability company

By:

Arnold L. Sobol

Arnold L. Sobol, Manager

State of North Carolina

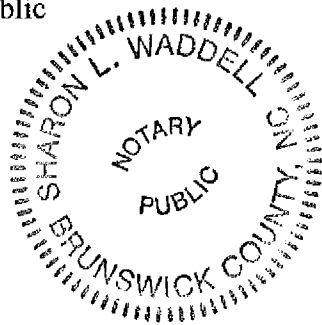
County of New Hanover

I, the undersigned Notary Public of the County and State aforesaid, certify that Arnold L. Sobol personally came before me this day and acknowledged that he is the Manager of AFTEW Properties, LLC, and that by authority duly given and as the act of such entity, he attested the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 21st day of January, 2024.

My Commission Expires: 05/07/2026

Sharon L. Waddell

Notary Public



BK: RB 6811
PG: 2149 - 2151

2025029804

NC FEE \$26.00

RECORDED:

NEW HANOVER COUNTY,

11/12/2025

MORGHAN GETTY COLLINS

09:30:53 AM

REGISTER OF DEEDS

EXTX \$0.00

BY: ANGELA ENGLISH

DEPUTY

ELECTRONICALLY RECORDED

Prepared by/Return to: Clifford N. MacDonald, 1015 Ashes Dr., Suite 201, Wilmington, NC 28405

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

**AMENDMENT TO SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
THE VILLAGE AT MOTTS LANDING
(Faye's Meadow)**

This Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions for The Village at Motts Landing (hereinafter "Amendment to Supplemental Declaration") is made as of this 10th day of November, 2025, by AFTEW PROPERTIES, LLC, a North Carolina limited liability company, (hereinafter "Declarant") for the purposes as stated hereinafter.

WITNESSETH:

WHEREAS, the Declarant has previously recorded various and certain restrictive covenants for The Village at Motts Landing; and,

WHEREAS, an Amended and Restated Declaration of Covenants, Conditions and Restrictions (hereinafter "Amended Declaration") was recorded in Book 6430, Page 2588 in the Office of the Register of Deeds for New Hanover County, North Carolina; and,

WHEREAS a Supplemental Declaration of Covenants, Conditions and Restrictions for The Village at Motts Landing (Faye's Meadow) (hereinafter "Supplemental Declaration") was recorded in Book 6743, Page 1263 of the aforesaid Registry; and,

WHEREAS an Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions for the Village at Motts Landing (Faye's Meadow) was recorded in Book 6761, Page 1124 of the aforesaid Registry; and,

WHEREAS, the Declarant desires to further amend the Supplemental Declaration to delete any reference to a gate or gated entrance to Faye's Meadow; and,

Submitted electronically by "Clifford N. MacDonald Law PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the New Hanover County Register of Deeds.

WHEREAS, pursuant to that Transfer of Special Declarant Rights for The Village at Motts Landing Homeowners' Association (hereinafter "Transfer") recorded in Book 6435 Page 2326 of the aforesaid Registry, and the Amended Declaration, Declarant reserved authority to amend the Declaration for certain purposes; and,

WHEREAS, Declarant now desires to exercise its authority under the Transfer and Amended Declaration to amend the Declaration as stated herein.

NOW THEREFORE, Declarant, in the exercise of its rights under the Transfer and Amended Declaration, does take those actions more fully set out hereinafter:

1. Deletion of Gated Entrance. Any and all references in the Supplemental Declaration, as amended, to a gate, gated entrance or the installation, operation and/or maintenance thereof, is hereby deleted, it being the intent of the Declarant that no gate or gated entrance shall be installed, operated or maintained for Faye's Meadow.

2. Definitions. Any defined terms contained in the Amended Declaration or any prior amendments shall have the same meaning in this Amendment to Supplemental Declaration unless otherwise stated herein.

3. Survival. Unless specifically modified by this Amendment to Supplemental Declaration, all of the terms, provisions and conditions contained in the Amended Declaration shall remain in full force and effect, and shall be binding upon all Lots made subject to the Amended Declaration or any prior amendments.

4. Effective Date. This Amendment to Supplemental Declaration shall be effective upon its recordation in the Office of the Register of Deeds of New Hanover County.

IN WITNESS WHEREOF, the Declarant has caused this Supplemental Declaration to be executed in its name, under seal, by its Manager for the purposes set forth herein.

{SIGNATURE ON FOLLOWING PAGE}

DECLARANT:

AFTFW PROPERTIES, LLC
a North Carolina limited liability company

By: *Arnold L. Sobol*
Arnold L. Sobol, Manager

STATE OF NORTH CAROLINA

COUNTY OF *New Hanover*

I, the undersigned Notary Public of the County and State aforesaid, certify that ARNOLD L. SOBOL, Manager of AFTFW PROPERTIES, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 10th day of November, 2025.

My Commission Expires: 05/07/2026

Sharon L. Waddell
Notary Public

