

DRAFT

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

This SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BYRD WATCH AT SEA TRAIL PLANTATION (herein "Supplemental Declaration"), is made and enters into on this the ____ day of _____, 2020 by SUNRISE CORPORATE DEVELOPMENT HOLDINGS, LLC (herein, "Declarant"), a North Carolina limited liability company with its principal offices in Brunswick County, North Carolina;

WITNESSETH:

WHEREAS, Declarant executed, as the Declarant or Developer, the Second Amended Consolidated Master Declaration and Development Plan For Sea Trail Plantation, that is duly recorded in Deed Book 2520 at Page 93 of the Brunswick County Registry (which along with any supplements or amendments thereto, whether presently existing or hereafter adopted, is referred to herein as the "Master Declaration"), which imposes those covenants, conditions and restrictions embodied in the Master Declaration on the real property described therein and establishes the resort residential community known as the Sea Trail Plantation (herein, "Sea Trail"); and

WHEREAS, by and through the execution and recording of the Master Declaration, Declarant has reserved the right and authority to subject additional real property to the Master Declaration and to Sea Trail as provided therein; and

WHEREAS, Declarant is the sole owner of the real property described in Exhibit A attached hereto and incorporated herein by reference (the "Property"), and has executed this Supplemental Declaration in order to evidence its consent that the Property be subject to and bound by the covenants and conditions contained herein; and

WHEREAS, Declarant desires to establish on the Property described herein, a residential community to be called "Byrd Watch at Sea Trail Plantation" (herein, "Byrd Watch"), to provide for the preservation of the property values and the desirability and attractiveness of the real property in Byrd Watch, and to provide for the establishment and the continued maintenance of any common areas and limited common areas in Byrd Watch; and in order to accomplish these goals has deemed it desirable that certain covenants, conditions, easements, assessments, liens and restrictions governing the use and occupancy of the Property be established and declared to be covenants running with the land; and

NOW, THEREFORE, in consideration of the premises, all of the Property described herein, is and shall be held, transferred, sold, conveyed, occupied, and used subject to the restrictions and matters set forth herein, said Supplemental Declaration to be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title or interest in the described property, or any part thereof; and which shall inure to the benefit of each owner thereof. Every party hereafter acquiring any of the Property, by acceptance of a deed conveying title thereto or by execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such Property, shall accept such deed or contract subject to each and all of the covenants, restrictions and agreements contained within this Supplemental Declaration, as well as any additions or amendments thereto, and also subject to the jurisdiction, rights and powers of Declarant, the Sea Trail Master Association, Inc., and their successors and assigns. Each grantee of any Lot subject to this Supplemental Declaration, by accepting the deed or contract thereto, shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant and with the grantees and subsequent owners of each of the each of the Lots within Byrd Watch, to keep, observe, comply with and perform said Supplemental Declaration, and any amendments thereto.

DEFINITIONS

The definitions of terms as set out in the Master Declaration, except as specifically modified or changed by this Declaration, are adopted and incorporated herein by reference.

The following additional definitions shall apply for purposes of this Supplemental Declaration:

"Limited Common Areas" shall be those areas which shall be limited in use to those owners of properties located in Byrd Watch, or their guests, invitees, licensees or immediate family members, and designated as those areas designated as Limited Common Areas on any duly recorded plat of the Property, including any plats recorded in the future.

"Master Association" shall mean the Sea Trail Plantation Master Association, Inc. "Owner" shall mean one or more persons or entities which hold the record title to any Lot within Byrd Watch.

ARTICLE I MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

I. I Declarant hereby adopts by reference, as if fully set out herein, all

provisions of the Master Declaration, and any supplements or amendments thereto presently existing or hereafter adopted.

ARTICLE II
USE GUIDELINES AND
RESTRICTIONS

1. In addition to the guidelines and restrictions contained in the Master Declaration, Byrd Watch shall be subject to any architectural design standards for Byrd Watch (the "Byrd Watch Architectural Standards") which may be adopted by the Declarant in accordance with the provisions of the Master Declaration.

2. All Lots are subject to the State of North Carolina rules and regulations covering stormwater runoff as these rules and regulations are amended from time to time. Without limiting the generality of the foregoing, the following restrictions shall apply to the Property with respect to stormwater runoff:

NOTE: To be revised upon receipt of stormwater permit

3. The following setbacks and rules will apply to the Lots in Byrd Watch:

- a) Minimum twenty five-foot (25') set-back from the front lot line.
- b) Minimum five foot (5') set-back from each sidelot line
- c) Minimum twenty five foot (25') set-back from the rear lot line
- d) Roof drip may not extend into set-backs.
- e) The garage shall have minimum dimensions of sixteen feet by eighteen feet (16'X18').

4. DECLARANT hereby designates the following real property as Common Area (the "Byrd Watch Common Area") intended to benefit and to be used, enjoyed and maintained by all of the owners of Lots within Byrd Watch:

*****BEING ALL THAT PROPERTY TO BE
REFERENCED ON FINAL APPROVED PLAT AND
THEN REFERENCED HEREIN THIS SECTION
PRIOR TO RECORDATION OF THIS
SUPPLEMENTAL DECLARATION*****

5. The Sea Trail Plantation Master Association, Inc. (the "Master Association") shall maintain the Byrd Watch Common Area in accordance with Section 5.5 of the Master Declaration. Pursuant to Section 5.4 of the Master Declaration, each owner of a Lot within Byrd Watch shall be responsible for paying, through assessments levied by the Master Association, the costs of maintaining the Byrd Watch Common Area
6. DECLARANT hereby declares that all Owners shall have easements in order to travel over and across that property described above as "TO BE REVISED TO CORRESPOND WITH FINAL PLAT" No representation is made by DECLARANT that construction of these areas is or will be sufficient to be included in the state secondary road system or that Brunswick County or the State of North Carolina would eventually assume maintenance of these areas. By acceptance of a deed to a Lot in Byrd Watch, each owner of a Lot in Byrd Watch, agrees that the DECLARANT shall have no further responsibility for and shall be released from any liability with regard to any matters arising from or relating to the Byrd Watch Common Area or with regard to the rights, duties or other matters transferred to the Master Association pursuant to this Amendment or otherwise.
7. DECLARANT being the only owner or having all of the rights in and to the Property, hereby declare that the Property shall be held, sold, and conveyed subject to the Supplemental Declaration, which covenants shall run with title to the Property and shall be binding on all parties having any right, title, or interest in the described Property or any part thereof, and shall inure to the benefit of each owner thereof.
8. Declarant hereby retains and shall have the unilateral right to amend this Supplemental Declaration as DWQ shall reasonably require in connection with stormwater management permits applicable to the Property.

ARTICLE III
ADDITIONAL PROVISIONS

1. The covenants and restrictions of this Supplemental Declaration may be amended as provided in the Master Declaration.

2. In the event that any of the provisions of this Supplemental Declaration conflicts with the Master Declaration, the terms of the Master Declaration shall control.

IN TESTIMONY WHEREOF, this Supplemental Declaration has been executed on behalf of Sunrise Corporate Development Holdings, LLC by its duly authorized officers, the day and year first above written.

SUNRISE CORPORATE DEVELOPMENT
HOLDINGS, LLC

BY: DRAFT

Name: _____

Title: President