

THIS INSTRUMENT PREPARED BY,  
AND UPON RECORDING, RETURN TO:

68 Ventures, LLC  
29891 Woodrow Lane  
Suite 300  
Spanish Fort, AL 36527  
(251) 625-1198  
Attention: Drew Dolan, Esq.

STATE OF ALABAMA  
COUNTY OF BALDWIN

BALDWIN COUNTY, ALABAMA  
HARRY D'OLIVE, JR. PROBATE JUDGE  
Filed/cert. 1/14/2022 11:26 AM  
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**FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND  
RESTRICTIONS FOR THE RETREAT AT BON SECOUR**

THIS FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR THE RETREAT AT BON SECOUR (this "Amendment") is made this 14<sup>th</sup> day of January, 2022 (the "Effective Date"), by Truland Homes, LLC, an Alabama limited liability company ("Declarant").

**WITNESSETH:**

WHEREAS, on May 29, 2015, Declarant recorded that certain Declaration of Easements, Covenants and Restrictions for the Retreat at Bon Secour at Instrument Number 1515356 (the "Declaration"), regarding certain real property located in Baldwin County, Alabama, and described on the Plat of Phase I of Bon Secour Village, a Residential Planned Development, recorded at Slides 2260-D and 2260-E, and the Plat of Bon Secour Village South, recorded at Slides 2477-B, 2477-C, 2477-D, and 2477-E, all in the Office of the Judge of Probate of Baldwin County, Alabama (the "County Registry");

WHEREAS, Declarant has entered into that certain Lot Purchase Agreement dated September 3, 2020 with 68V RBS West 2020, LLC, the owner of all of that certain property shown on the plat of subdivision of the Retreat at Bon Secour West, a Planned Unit Development, a Resubdivision of Parcel "F" of Bon Secour Village South, recorded at Slide 2817-A in the County Registry (the "Bon Secour West Plat"), which shall be considered a "Plat," as defined in the Declaration; and

WHEREAS, Section 24 of the Declaration permits the Declarant and the owners of not less than sixty (60%) of the Lots then considered part of the Community to amend or modify any or all of the provisions of the Declaration, which includes annexing all of the property shown on the Bon Secour West Plat (the "Bon Secour West Property").

**Amendment:**

NOW THEREFORE, Declarant, as the declarant under the Declaration and with the consent of sixty (60%) of the owners of the Lots now considered part of the Community, hereby amends the Declaration as follows:

1. Capitalized Terms. Capitalized terms used herein unless otherwise defined herein shall have the meaning ascribed to such terms in the Declaration.

2. Recitals. The foregoing recitals are true and correct in all material respects and form an integral part of this Amendment, the same as if said recitals were included in the numbered paragraphs hereof.

3. Annexation of Bon Secour West Property. The Bon Secour West Property and the lots comprising the Bon Secour West Property, including any improvements located thereon or hereafter constructed, are hereby (i) annexed into the subdivision and/or Community, and (ii) subjected to the provisions of the Declaration, as amended hereby. The Bon Secour West Property shall be held, sold, transferred, conveyed, used, and occupied, subject to the covenants, conditions, restrictions, easements, and terms set forth in the Declaration, as amended hereby. Upon the recording of this Amendment in the County Registry, each lot shown on the Bon Secour West Plat shall be a "Lot" and all common areas shown on the Bon Secour West Plat shall be "Common Area," as those terms are defined and/or used in the Declaration. Additionally, upon the recording of this Amendment in the County Registry, the Bon Secour West Plat shall be a "Plat," as that term is defined and/or used in the Declaration.

4. Bon Secour West Property Design Criteria. Lots 1 through 4, as reflected on the Bon Secour West Plat, (i) shall contain a minimum of two thousand (2,000) square feet of heated and cooled living space and (ii) may only have fencing consisting of a four foot (4') black metal fence. Additionally, houses built on Lots 1 through 4, as reflected on the Bon Secour West Plat, shall consist of similar architectural elements and elevation on both the side of the house facing Bienville Avenue to the North and the side of the house facing the Intercoastal Waterway to the South such that the house "fronts" both Bienville Avenue and the Intercoastal Waterway. Lots 5 through 28, as reflected on the Bon Secour West Plat, shall contain a minimum of one thousand eight hundred (1,800) square feet of heated and cooled living space.

5. Sidewalks. Notwithstanding any law that may require the City of Gulf Shores, Alabama to maintain sidewalks, the Association shall maintain all sidewalks within the Bon Secour West Property.

6. Leasing Restrictions. The first sentence of Section 8 of the Declaration is hereby deleted and replaced with the following:

No residence or other structure shall be leased by the Owner thereof for a lease term of less than one hundred eighty (180) days, and only one primary family per residence shall be allowed.

7. Continued Effectiveness. All of the applicable terms, conditions and provisions of the Declaration, as hereby supplemented and amended, are in all respects hereby ratified and reaffirmed, and the Declaration and this Amendment shall be read, taken, and construed as one and the same instrument. References in the Declaration and all exhibits thereto shall be deemed to be references to the Declaration as amended by this Amendment.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, Declarant has executed this Amendment by and through its duly authorized representative as of the date first set forth above.

DECLARANT:

TRULAND HOMES, LLC,  
an Alabama limited liability company

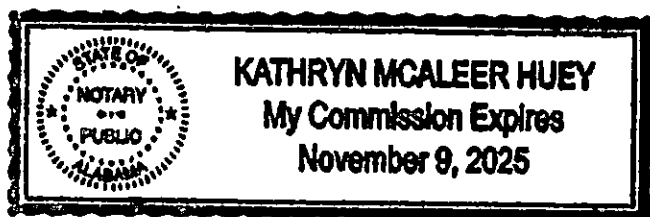
By:   
Name: Nathan L. Cox  
Its: Manager


STATE OF ALABAMA  
COUNTY OF BALDWIN

I, the undersigned Notary Public, in and for said State and said County, hereby certify that Nathan L. Cox, whose name as Manager of Truland Homes, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such manager and with full authority, executed the same voluntarily as and for the act of said entity on the day the same bears date.

Given under my hand and official notarial seal this the 13<sup>th</sup> day of January, 2022

{SEAL}



  
NOTARY PUBLIC  
My Commission Expires: November 9, 2025

**CONSENTS BY OWNERS OF LOTS**

Owner(s) of Lot(s) 42 in \_\_\_\_\_.

Ronald Wiggins  
Paul Wiggins

Owner(s) of Lot(s) 34 in \_\_\_\_\_.

Donna D. Bass  
W. H. Bass

Owner(s) of Lot(s) 49A in \_\_\_\_\_.

Peggy Hick

Owner(s) of Lot(s) 43 in \_\_\_\_\_.

Dad Muehlhoff

Owner(s) of Lot(s) 33 in \_\_\_\_\_.

Marie Halemore  
Paul Halemore

Owner(s) of Lot(s) 53 in \_\_\_\_\_.

Karen Harnon

Owner(s) of Lot(s) 46 in \_\_\_\_\_.

Sam M. Hyslop

Owner(s) of Lot(s) 75 in \_\_\_\_\_.

Chapman Swartz

Owner(s) of Lot(s) 37 in \_\_\_\_\_.

Glenda H. James

Owner(s) of Lot(s) 44 in \_\_\_\_\_.

Ch J

Owner(s) of Lot(s) 57A in \_\_\_\_\_.

Ed J

Owner(s) of Lot(s) 76 in \_\_\_\_\_.

Bernard J. W.

Owner(s) of Lot(s) 56A in \_\_\_\_\_.

James Meekel

Owner(s) of Lot(s) 15s in \_\_\_\_\_.

Love Dwyer

Owner(s) of Lot(s) 125 in \_\_\_\_\_.

J. C. Hermy

Owner(s) of Lot(s) 105 in \_\_\_\_\_.

Owner(s) of Lot(s) 85 in \_\_\_\_\_.

Owner(s) of Lot(s) 47  
15 in \_\_\_\_\_.

Owner(s) of Lot(s) 32 in \_\_\_\_\_.

Owner(s) of Lot(s) 50A in \_\_\_\_\_.

Owner(s) of Lot(s) 73 in \_\_\_\_\_.

Owner(s) of Lot(s) 53 in \_\_\_\_\_.

Owner(s) of Lot(s) 82A in \_\_\_\_\_.

Owner(s) of Lot(s) 65 in \_\_\_\_\_.

Owner(s) of Lot(s) 55 in \_\_\_\_\_.

Owner(s) of Lot(s) 69 in \_\_\_\_\_.

Owner(s) of Lot(s) 38 in \_\_\_\_\_.

Owner(s) of Lot(s) 60 in \_\_\_\_\_.

Owner(s) of Lot(s) 18 in \_\_\_\_\_.

Owner(s) of Lot(s) 40 in \_\_\_\_\_.

Donna M. Federspiel  
Don W. Federspiel  
Yvonne Helmick  
L. J.

Don Kinkade

Kim Miller

Mike C.

Tom Harrison

Richard Harris

W. Wilson

Ronald L. Jensen

John S.

Sandra Cobb

Greg Patton

Greg P.

Montgomery

Owner(s) of Lot(s) 23 in \_\_\_\_\_.

Stephanie Tyner  
Stephanie Tyner

Owner(s) of Lot(s) 1 in \_\_\_\_\_.

Michael Berry  
Diane Graham

Owner(s) of Lot(s) 7 in \_\_\_\_\_.

Tammy A. Harrison

Owner(s) of Lot(s) 13 in \_\_\_\_\_.

Cindy Farny

Owner(s) of Lot(s) 15 in \_\_\_\_\_.

Sharon Spivey  
Donald Hill

Owner(s) of Lot(s) 35 in \_\_\_\_\_.

William

Owner(s) of Lot(s) 48 in \_\_\_\_\_.

Mark P. Hayes Sr.  
Mark P. Hayes

Owner(s) of Lot(s) 45 in \_\_\_\_\_.

Daryl Saltzman  
Dennis D. Saltzman

Owner(s) of Lot(s) 10 in \_\_\_\_\_.

Catherine Muckler  
Ann M. Muckler

Owner(s) of Lot(s) 79 in \_\_\_\_\_.

Charles P. Peltz

Owner(s) of Lot(s) 39 in \_\_\_\_\_.

Carl

Owner(s) of Lot(s) 4 in \_\_\_\_\_.

P. E. Sheels

Owner(s) of Lot(s) 115 in \_\_\_\_\_.

Sue Baker

Owner(s) of Lot(s) 12, 26, 28, 29, 64, 65, 70, 71A, 80, 81,  
in 165, 175, 186, 195

Paul Truitt House LLC

Owner(s) of Lot(s) 20s, 21s, 22s, 23s, 24s, 25s  
in \_\_\_\_\_.

Carl

**MORTGAGEE'S CONSENT AND SUBORDINATION**

BankPlus, a Mississippi banking corporation ("Secured Lender"), the mortgagee under that certain mortgage, executed by 68V RBS West 2020, LLC, an Alabama limited liability company, dated December 3, 2020, and recorded in Instrument Number 1875819 of the Office of the Judge of Probate of Baldwin County, Alabama (the "Mortgage"), does hereby consent to the recording of this Amendment and the previously recorded Declaration. Furthermore, Secured Lender does hereby subordinate in all respects its interest in and to the mortgaged property described in the Mortgage to the Declaration, as amended by this Amendment. Secured Lender does hereby acknowledge and agree that the Declaration, as amended by this Amendment, shall be given priority over the Mortgage, and shall be unaffected by any default, foreclosure or exercise of any other remedy under the Mortgage, the same as if the Declaration, as amended by this Amendment, were executed, delivered and recorded prior to the execution and recording of the Mortgage.

IN WITNESS WHEREOF, Secured Lender has caused this Consent and Subordination to be executed by and through its duly authorized representative as of the 12<sup>th</sup> day of January, 2022.

BankPlus, a Mississippi banking corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

As Its: \_\_\_\_\_

[Signature]  
Chris Cook  
Senior Vice President

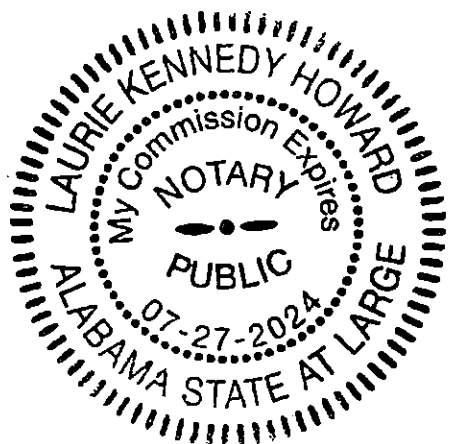
STATE OF ALABAMA

COUNTY OF Mobile

I, the undersigned Notary Public, in and for said State and said County, hereby certify that Chris Cowlen, whose name as SVP of BankPlus, a Mississippi banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, s/he, as such SVP and with full authority, executed the same voluntarily as and for the act of said entity on the day the same bears date.

Given under my hand and official notarial seal this the 12<sup>th</sup> day of January, 2022.

{SEAL}



[Signature]

NOTARY PUBLIC

My Commission Expires: 7/27/24