

**DECLARATION OF
EASEMENTS, COVENANTS AND RESTRICTIONS
FOR THE RETREAT AT BON SECOUR**

The undersigned adopt this Declaration of Easements, Covenants, and Restrictions for The Retreat at Bon Secour.

RECITALS

Bon Secour Village, L.L.C., with the intention of developing a multi-phase mixed-use development known as Bon Secour Village consisting of approximately 1,000 acres, executed and recorded that certain Master Deed Restrictions of Bon Secour Village ("Master Deed") at Instrument #967498 and Instrument #968704, Baldwin County Probate Court records, purportedly applying to the entire 1,000 acre tract. Bon Secour Village, L.L.C. also executed and recorded a Master Declaration of Charter, Easements, Covenants and Restrictions ("Master Declaration") for the Residential Neighborhood of Bon Secour Village, recorded at Instrument #967499 and Instrument #968705. The Master Declaration applied only to single family residential Lots, specifically Lots 1 through 83, located in Phase 1 of Bon Secour Village, a Residential Planned Subdivision (the "Phase 1 Lots"), as shown on the Plat (the "Phase 1 Plat") recorded at Slides #2260-D and -E. Bon Secour Village, L.L.C. actually developed the Phase 1 Lots, conveyed some of said Lots to third parties, and formed Bon Secour Village Owners' Association, Inc., ostensibly to apply to the overall master development. However, the larger Bon Secour Village as a 1,000 acre mixed-use development was not built and has now splintered into various different ownerships. The only semblance of Bon Secour Village, L.L.C.'s plans is the Phase 1 Lots. Bon Secour Village Owners' Association, Inc., formed by Bon Secour Village, L.L.C. via the recording of Articles of Incorporation at Instrument #967496, has not been maintained, attended to, etc.

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The undersigned include the Owners of more than 2/3rds of the Phase 1 Lots, who desire to terminate both the Master Deed and the Master Declaration and to form their own property owners association, The Retreat at Bon Secour Property Owners Association, Inc. ("Association").

In addition to the above and as an example of such splintering, a tract located adjacent to the Phase 1 Lots was purchased by a third party, which caused the tract to be divided into 25 Lots known as Bon Secour Village South as shown on the Plat (the "BSV South Plat") recorded at Slides #2477-B, -C, -D and -E ("BSV South Lots"). Subsequently, that third party recorded that certain Declaration of Rights, Easements, Covenants, Restrictions, Affirmative Obligations, and Restrictions ("Bon Secour Village South Declaration") applicable to Bon Secour Village South, a Subdivision, at Instrument #1434203 to apply to these 25 Lots and sold some of the BSV South Lots to another party, but both of said parties dissolved Bon Secour Village South Declaration. Truland Homes, L.L.C. ("Truland") now owns all of the BSV South Lots.

Truland and the undersigned Owners of more than 2/3 of the Phase 1 Lots desire to join all of the Lots to become The Retreat at Bon Secour (the "Community"), consisting of 108 Lots (*i.e.*, the 83 Phase 1 Lots and the 25 BSV South Lots), such that every reference to a Lot in this Declaration shall mean, unless the context requires otherwise, any of the 108 Lots, references to the "Plats" shall mean both of the Phase 1 Plat and the BSV South Plat, and references to the Association shall mean the newly formed The Retreat at Bon Secour Property Owners Association, Inc.

NOW, THEREFORE, the undersigned hereby declare null and void the Master Deed and the Master Declaration, and in order to establish and maintain The Retreat at Bon Secour (the "Community") in

accordance with a general theme and plan in order (a) to protect the owners of each Lot against improper use of surrounding Lots as will depreciate the value of the property, (b) to preserve the natural beauty of each Lot, (c) to provide for the construction of attractive, well designed, properly proportioned and appropriate homes of suitable materials with appropriate locations on the Lots, (d) to provide for appropriate building setbacks from street and Lot lines, (e) to provide adequate free space between structures, (f) to provide for the maintenance of streets and common areas, and (g) to provide for the orderly governance of the Community, and (h) to facilitate appropriate development and improvement of the Community and each Lot therein, and hereby impose the following protective restrictions, covenants, conditions, and reservations, which shall run with the land and bind the Owners of all of the Lots in The Retreat at Bon Secour and their respective heirs, successors and assigns.

1. **SINGLE FAMILY RESIDENCES:** All Lots in the Community shall be known and described as single family residential Lots. No Lot may be improved, used or occupied for other than private residence purposes, and no flat, duplex, apartment house, group apartment, or condominium, though intended for residential purposes, may be erected thereon, except that duplexes are permitted on Lots 20, 21, 22, 23, 24 and 25 of the BSV South Lots.

2. **ARCHITECTURAL REVIEW:** No building or any other improvement, including without limitation, any fence, pool, or any other device or article attached to the ground or to any building shall be erected, placed or altered on, or attached to, any Lot until such building or other improvement shall be approved in writing by the Architectural Review Committee (the "ARC"). The ARC shall initially consist of Eastern Shore Acquisitions, L.L.C. ("ESA") or its designee and Truland Homes, LLC ("Truland") or its designee. Whenever either ESA or Truland ceases to own at least one (1) Lot in the Community, such entity

shall cease to be a member of the ARC and the other of such entities shall remain the only member of the ARC, but when neither ESA and Truland owns a Lot in the Community or when both have resigned, the Association shall appoint three (3) to five (5) members of the ARC, who shall serve at the pleasure of the Association.

To request such approval, the requesting party must submit to the ARC or its designated representative: Two complete sets of final building or construction plans, specifications, and pLot plans showing the location of each building, fence, wall and any other improvement, private road, driveway (in this case also showing the course, width of same and curb cut), pool, and all other proposed structures. Said plans shall be prepared by a qualified architect or draftsman, duly licensed to do business in Mobile or Baldwin County, State of Alabama. Plans or exhibits shall show, without limitation, (i) a schedule of exterior materials and colors, (ii) orientation, front, rear and side elevations, and finished ground elevation of the structure, and (iii) the habitable area square footage as referred to in paragraph 10 hereof. Approval, which shall be given or withheld or conditionally given in the ARC's sole discretion, shall be based on compliance with all requirements stated in these covenants and on the compatibility of the proposed improvements with other existing or anticipated improvements in the Community, and the quality and attractiveness of the proposed improvements. The ARC review shall be limited to outward appearance only and shall not include any responsibility or authority to review for structural integrity, interior design, compliance with building or zoning codes or standards, or any other similar or dissimilar factors.

All proposed building or construction plans, specifications, pLot plans or related data, drawings or requests for approval shall be submitted as follows: McCullough Architecture, 4490 Main Street at the Wharf, Suite 209, Orange Beach, Alabama 36561, unless and until the ARC shall designate a different

firm or person to review such material. Each submittal for the construction of a new home shall be accompanied by a \$300.00 review fee to said architect or other reviewer designated by the ARC. Each submittal for any improvement not covered in the first submittal for a new home or a modification shall be accompanied by \$100.00 fee payable to said architect.

The ARC's prior written approval shall be required for all components of each proposed improvement on any Lot, including, without limitation, styles, exterior materials, exterior colors, exterior trim, doors, windows, ceiling height, elevations, roof pitches, placement of heating and air conditioning equipment, placement of power boxes, location and orientation of buildings, and driveways. The following specific conditions apply, unless the ARC determines otherwise in any particular instance:

Windows: Solid wood units, vinyl clad wood window units, bronze aluminum window framed and other vinyl units as the ARC may deem acceptable are allowed; other window types may from time to time be approved by the Association.

Ceiling Height: Minimum of ten feet (10') is required of the first floor of any residence.

Elevation: First floor elevation at the front of any house must be a minimum of two (2) feet off finished grade on any Lot.

Slabs: Slabs shall not be exposed.

Driveways: All driveways shall be paved with concrete, brick, pavers or another quality

material approved by the ARC.

Roof Pitch: Roof pitch shall ordinarily not be less than eight inches (8") in a twelve inch (12") run, though the ARC may approve shallower pitches when dormers or other rooms extend outside the main roof line or when the ARC otherwise deems a shallower pitch appropriate.

Roof Materials: Acceptable or required roof materials shall be determined and published by the ARC from time to time.

Chimneys: There shall be no exposed pipes for, or at, the chimneys, except that a reasonable amount of exposed pipe may protrude from the top of the casing, and only masonry type material may be used for each chimney unless specific written authorization is granted by the ARC to use some other type of material. If a fireplace consists only of gas fire logs, then the ARC may approve, in lieu of a traditional chimney, a painted stack with a color matching or complementing the roof.

HVAC Units, Mechanical Equipment, Pool Equipment and Playground Equipment: All HVAC units, mechanical equipment, pool equipment and other similar items shall be screened from street view with approved landscaping or other approved screening material.

Outdoor Lighting: No mercury vapor lights or other outside lights shall be permitted on any Lot without the prior written approval of the ARC. The ARC's approval of any outside lighting may be withdrawn if the ARC determines that the lighting is or becomes a nuisance. Landscape lighting shall be subject to the ARC's approval as part of landscape plan approval. No lighting shall be located, directed or of such intensity as to affect adversely the enjoyment of any adjacent Property Owner. Only approved

decorative lights shall be located on the front of any residence and no flood lights or similar types of lighting shall be allowed on the front of any residence.

Swimming Pools: No swimming pools shall be constructed, altered or maintained upon any Lot without the prior written approval of the ARC of the type, design, and location thereof. Any such swimming pool must also be constructed, equipped, and maintained in accordance with the regulations, standards, and recommendations of the appropriate city, county, and state authorities. Swimming pools shall be fenced and their location approved by the ARC. Above-ground pools are not permitted.

Landscaping and Irrigation. All front, side, and rear yards shall be sodded. The ARC encourages the use of natural landscaping and any Lot Owner or contractor shall submit to the ARC prior to the construction of any residence, a landscaping and irrigation plan which shall be approved by the Association, its successors and assigns. All Lots shall have an approved irrigation system. All landscaping and irrigation systems shall be completed in accordance with the approved landscaping and irrigation plan and shall be completed within 60 days from the completion of the construction of said residence, including sodding with grass, or other ground cover approved by the ARC, of the front yard and all other parts of the Lot visible from the streets. All A/C units and similar mechanical devices shall be screened from view by plants. Screening constructed of wood or similar materials may be approved by the ARC, its successors and assigns at the ARC's sole discretion. Despite the foregoing specifications, no landscaping shall be installed unless and until the plan for such landscaping has been approved in writing by Watkins Acy Strunk Design, Inc. (218 North Alston St., Foley, Alabama 36535, 251-948-7181) or such other firm or person as the ARC may from time to time designate. At the time of submission of such plan for approval, the applicant shall pay to the reviewer a plan review fee of \$300.00.

Satellite dish: No satellite dish or other type of television or electronic device shall be installed in any front yard or anywhere visible from any street, unless a satisfactory signal cannot be obtained in another location, in which case, the ARC shall approve a location where a satisfactory signal can be obtained and where the dish is screened by landscaping approved by the ARC.

Mailboxes: Mailboxes in the Community shall conform to the mailbox style, color, lettering, location and other specifications designated by the ARC from time to time.

Construction Period/Reconstruction: Each residence must be completed within twelve (12) months from the date when construction begins. If the construction of any residence is not completed within such twelve (12) month period, then the Owner shall promptly remove such partially-constructed residence at the Owner's expense; provided, however, that the ARC may, when it in its absolute discretion deems it is reasonable to do so, extend the construction completion deadline for one (1) or two (2) periods of up to ninety (90) days each. Any building or other improvement constructed on any Lot that is destroyed partially or totally by fire, storm or any other means shall be rebuilt or repaired in accordance with this Declaration or demolished within a reasonable period of time and the Lot on which such was located restored to an orderly and attractive condition.

Permitted Hours of Work: No construction or similar work shall be allowed on Sundays, Thanksgiving Day or Christmas Day or prior to 7:00 a.m. or after dark.

Permitted Builders: The ARC shall have the right to designate, from time to time, certain builders who may construct homes in the Community and to prohibit other builders from building homes in the Community. The designation of any builder shall not be deemed to be a representation to anyone that such builder is qualified or that such builder is recommended. The ARC shall have no liability whatsoever to any Owner or any other person arising out of which builders the ARC may permit to build within the Community and which are not so permitted. In no event shall any builder commence work on any Lot unless that builder has been approved in writing by the ARC and such approval has not been revoked by the ARC. The ARC may in its discretion approve any builder for a particular Lot without approving that builder for any other Lots.

Standards: The quality and attractiveness of every improvement must meet the standards of the ARC. The ARC is hereby granted broad discretion in judging the compatibility, quality, attractiveness, and compliance of the proposed improvements with this Declaration. The ARC shall have the right to accept, modify, or refuse to approve any plans or specifications or landscape plans, which are not reasonably suitable or desirable, in the ARC's sole discretion, for aesthetic or other reasons, and in so passing upon such plans, specifications and landscape plans, and without any limitation of the foregoing, it shall have the right to take into consideration the suitability of the proposed building, other structure or landscape plan, and of the materials of which it is to be built or planted, the site upon which it is proposed to be erected or planted, the harmony thereof with the surroundings and the effect of the building, other structure or landscape as planned, on the outlook from the Lots within the Community. Each person that acquires any Lot or any interest therein, and such person's heirs, successors and assigns shall abide by the decision of the ARC in all cases in which the ARC's approval is required in this Declaration.

If the ARC or its designated representative fails to give notice of approval or disapproval of any submitted plans and specifications containing all required information or other request pursuant to this Declaration within thirty (30) days after said plans and specifications or other request have been submitted to it, such approval shall not be required. If any plans and specifications are disapproved, written notice of such disapproval shall be given to the submitting Lot owner by hand delivery to such owner or by depositing same in the U. S. Mail, properly addressed and postage prepaid.

The approval of the ARC of any plan, specifications or drawings or any materials accompanying same for matters requiring approval by the ARC shall not be deemed a waiver of, or create any right of estoppel against, the ARC's right to withhold approval of any similar plan, drawing, specification or materials subsequently submitted for approval.

Neither the ARC nor any representative of the ARC shall be liable to any Lot owner or any other person, association or entity, for any damage, loss or prejudice suffered or claimed on account of: (i) the approval or disapproval of any submitted materials, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to approved materials; (iii) the development of the Lot; (iv) the structural capacity or safety features of any proposed improvements; (v) whether or not the location of the proposed improvement on the building site is free from possible hazards from flooding or from any other possible hazards, whether caused by conditions occurring either upon or off any property located within the Community; (vi) soil erosion causing sliding conditions; or (vii) any decision made or action taken or omitted to be taken under the authority of this Declaration.

Upon such terms and conditions as the ARC may elect, the ARC may, but is not required to, adopt, review and approve or disapprove, in whole or in part, with or without conditions, applications for the modification or waiver of any requirement or restriction contained in this Declaration. Such applications shall contain such information as the ARC may prescribe and shall affirmatively show, to the ARC's satisfaction, that the application of such requirements, under the circumstances, creates unnecessary or undue hardships or that its modification or waiver is not materially inconsistent with the scheme of development.

With respect to all matters which are, by the terms of this instrument, to be decided by The ARC, the decision of the ARC shall be final and binding on all parties. No changes or deviations in or from any approved plans or specifications shall be made without the prior written consent of The ARC.

Nothing in this Declaration shall relieve, or be interpreted as purporting to relieve, any owner from also securing such approvals, certificates, or permits of any governmental agency or entity with jurisdiction as may be required by law as a condition to the commencement, construction, maintenance, addition, change or alteration, or any other activity on any Lot, and the ARC may require that a copy of such approvals, certificates, or permits be provided to the ARC as a final condition to any approval, or as additional assurance to the ARC that the proposed activity or construction and uses meet governmental requirements, or for both such purposes.

3. **SITING AND TREE REMOVAL:** All residences, buildings and other improvements must be located within the setback lines as shown on the Plat.

Prior to clearing any Lot or cutting any trees from any Lot, a site inspection shall be performed by the ARC and upon written approval from the ARC, the builder may proceed to clear the Lot. At the time of said inspection all trees that are to be kept shall be flagged and a rough stake-out of the residence shall be in place. It is the intent of the ARC to preserve as many trees on the site as possible. Site approval and tree removal shall be at the sole discretion of the ARC and any violation shall be subject to enforcement as provided under these Declaration of Easement, Covenants and Restrictions. No builder or Lot Owner shall remove any tree or trees from any Lot without the prior written approval of the ARC. Should any builder or Lot Owner remove any tree or trees without the prior written approval of the ARC or should any builder or Lot Owner remove any additional trees on any Lot other than those which have been approved for removal by the ARC, then, that Builder or Lot Owner shall be subject to a minimum fine of \$2,500.00 for the removal of the first tree which shall be in violation of this provision and \$250.00 per tree for each additional tree which shall be removed in violation of this Paragraph.

Upon completion of construction of a residence or any Lot, no additional trees shall ever be removed from that Lot without the prior written approval of the ARC. Should any Lot Owner remove any additional tree or trees, that Lot Owner shall be subject to a minimum fine of \$2,500.00 for the removal of the first additional tree and \$250.00 for the removal of each additional tree thereafter which shall be removed in violation of this Section. Exceptions shall be made on a case by case basis in the event of diseased trees, damaged trees or any trees which may create an imminent threat of danger to the residence located on that Lot or any adjoining Lot. Approval of removal of any additional tree or trees shall be at the sole discretion of the ARC.

4. **RESUBDIVISION:** Except as hereinafter provided, no building or any part thereof, of any character, may be erected or maintained on any part of a Lot which is subdivided subsequent to the date hereof. Where a Lot is subdivided and all of its parts are combined with adjacent entire Lots, a building may, with the approval of the ARC, be erected and maintained on each of the Lots as so combined even though a portion of such building may be located on a part of such subdivided Lot, but each resulting combined Lot shall be subject to this Declaration as fully and completely as if shown on the plat as a single Lot. Where a portion of a Lot, which portion is less than ten percent (10%) of the total area of the Lot, is conveyed to the owner of the Lot adjacent to such portion, a building may, with the approval of the ARC, be erected and maintained on the remaining portion of such Lot, which remaining portion of the Lot shall be subject to this Declaration as fully and completely as if shown on the plat as a separate Lot. Additionally, provided the ARC's prior written consent has been obtained, any three (3) contiguous Lots may be combined into two (2) separate building sites, each of which is larger than each of the original three (3) Lots, and for all purposes thereafter, other than the payment of assessments and voting, such three (3) Lots shall be treated as two (2) Lots, the same as if those three (3) Lots were originally platted as two (2) Lots; however, each of such two (2) Lots shall be entitled to 1.5 votes on matters before the Association and each shall pay assessments at 1.5 times the normal rate; further, with the prior written consent of the ARC, any two (2) contiguous Lots may be combined into one (1) building site, and for all purposes thereafter, except payment of assessments and voting, such two (2) Lots shall be treated as one (1) Lot, the same as if those two (2) Lots were originally platted as one (1) Lot.

5. **OFFENSIVE ACTIVITIES, ETC.:** No commercial, noxious, hazardous, annoying or nuisance-creating activity may be carried on within any Lot, common area or amenity, or in, on or over the lake. No structure, including fences, shall be erected so as to channel water on an adjacent Lot. No outside clothes lines shall be permitted. No trawl, cast net, gill net, or other fishing, shrimping equipment or

paraphernalia shall be dried, kept, or maintained on any Lot in such a location or manner as to be visible from any street, any Lot or any lake. No guns may be discharged upon any part of Community for any purpose, nor shall there be hunting of any nature. Basketball goals, trampolines, swing sets, and other outdoor playground equipment are prohibited. Yard ornaments and other yard art are prohibited. Outside statues, outside fountains, flags, etc. are permitted only if specifically approved by the ARC in writing. American flags are permitted. No street side parking is permitted.

6. **NEATNESS, ETC.:** All Lots and adjacent right-of-ways, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained by the owner of all such Lots in a neat, attractive and presentable condition, even when such improvements are under construction. They shall be maintained in such manner as to prevent their becoming unsightly by reason of weeds, underbrush, or unattractive growth on such Lot or the accumulation of piles, rubbish, debris or unsightly objects thereon; nor shall any such rubbish, debris, or unsightly objects be dumped on any other Lot or on any adjoining property, or otherwise disposed of in any manner not consistent with applicable laws. Building materials shall not be stored on a Lot unless a structure is under construction. Trash, garbage or other waste material shall not be kept on any Lot except in sanitary containers. Also, Lot owners shall be responsible for periodic clean ups on their respective Lots during the period the house is under construction to prevent their trash from blowing onto other Lots and causing an unsightly situation for the neighborhood. In order to implement effective control, the Association reserves for itself and its agents the right, after ten (10) days' notice to any Lot owner, to enter upon any residential Lot with such equipment and devices as may be necessary for the purpose of mowing, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which, in the opinion of the Association, detracts from the overall beauty or safety of the Community. Such entrance upon such property for such purposes shall be only between the hours of 7:00 A.M. and 6:00 P.M. on any day except Sunday and shall not be a trespass. The Association may charge the

Lot owner a reasonable cost for such services, plus a 25% administrative charge and interest at the annual rate of 12% until paid, which charge shall constitute a lien upon such Lot enforceable by appropriate proceedings at law or equity. The provisions of this paragraph shall not be construed as an obligation on the part of The Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services.

7. **TRAILER, MOBILE HOME, ETC.:** No mobile homes, motor homes, campers, and/or utility, boat or other trailers may be kept on any Lot, even within a fully enclosed garage. Temporary structures may not be used as a residence.

8. **LEASING RESTRICTIONS:** No residence or other structure shall be leased by the Owner thereof for a lease term of less than one (1) month, and only one primary family per residence shall be allowed. No boarders or persons with similar living arrangements shall be allowed.

9. **PARKING AND DRIVEWAYS:** Each Owner shall provide sufficient space for the parking of approved vehicles for the Owner's and Owner's family's use and the use of Owner's guests in accordance with reasonable standards established by the ARC. Parking on the paved portions of any right-of-way not identified as parking areas within the Community shall be prohibited at all times. The Association may impose a fine up to \$50.00 for any violation of this prohibition for any part of any day. All vehicles violating this restriction may be removed by the Association, its successors and assigns, or their designated agent, and the Owner of the vehicle shall be responsible for all charges for towing and storing the vehicle.

10. **TYPE AND SIZE OF BUILDINGS:** No building shall be erected, altered, placed or permitted to remain on any Lot other than one single family residence, except that a duplex (meaning a single building containing two (2) single family residential units) may be constructed on each of BSV South Lots 20 through 25. No residence shall be more than two and one-half stories in height. The following Lots shall have the minimum heated and cooled areas set forth below:

Area (Square Feet)	Phase 1 Lot Numbers
1,800 Square Feet	Lots 1, 2, 5-9, 11-19, 22, 23, 26-28, 32, 33, 49-52, 55-58, 61, 62, 65-67, 71, 72, and 76-83
2,000 Square Feet	Lots 3, 4, 10, 20, 21, 24, 25, 30, 31, 34, 36-40, 43-45, 47, 48, 53, 54, 59, 68-70, 73 and 74
2,400 Square Feet	Lots 29, 35, 41, 42, 46, 60, 63, 64 and 75
	BSV South Lot Numbers
2,000 Square Feet	Lots 1-15
2,400 Square Feet	Lots 16-19 and 20*-25*
* = Duplex Lots	

Outbuildings are prohibited, but detached garages and carports may be erected if specifically approved in writing by the ARC, including the orientation and location (which must comply with applicable construction setback areas) prior to construction.

11. **UTILITIES:** All wired utilities must be provided underground. Septic tanks are prohibited. Each owner assumes responsibility for activating electric, telephone, sanitary sewer, water, cable television (if available), and gas services and paying the appropriate utility companies the fees or charges required by such companies and to sign and be bound by such agreements as such companies may require.

12. SECURING JOB SITE IN THE EVENT OF A HURRICANE OR NAMED

TROPICAL STORM: In the event any hurricane or named tropical storm appears to be an imminent threat to Baldwin County, then, it shall be the Lot Owner and builder's responsibility to secure all port-o-let, equipment, lumber and other building materials which may cause damage to the Community, other Lots or residences within the Community. Should the Lot Owner or contractor fail or refuse to secure such equipment and materials, the Lot Owner or contractor shall be responsible for any damages which may occur as a result thereof and shall hold the Association harmless for any such damages.

13. ANIMALS: Up to three (3) domesticated animals are allowed, but only dogs and cats (no other species) and in no event more than two (2) dogs. Animals may not be kept, bred or maintained for any commercial purpose or use. Any animal that the Association deems a nuisance, annoyance or danger to the Community shall be removed by the owner thereof immediately upon written notice. All animals must be kept under hand leash control, and owners thereof shall be responsible for promptly removing any waste left in the Community by such animals.

14. GARBAGE DISPOSAL CONTAINERS AND EQUIPMENT: No Lot shall be used as a dumping ground for rubbish, and all debris and trash from clearing or construction must be immediately removed. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean, sanitary condition and screened from view from the lakes, the streets, and other Lots. Trash shall be taken to the street only the night before the regularly scheduled pick-up and removed from the street by the end of the day of pick up.

15. **MINING OPERATIONS:** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon the surface of any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or within five hundred feet (500') beneath the surface of any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

16. **FENCES, WALLS, HEDGES AND ORNAMENTAL STRUCTURES:** No fence, wall, hedge, or outside ornamental structure shall be allowed, except as specifically permitted by the ARC in any particular situation.

17. **SIGNS:** No signs shall be erected or maintained on the property or any other Lot at any time by anyone, including without limitation, a Property Owner, realtor, contractor or subcontractor, except for the following approved signs: (a) One "For Sale" sign; (b) One sign displayed by a contractor during construction for a maximum of 12 months or until completion of the construction, whichever shall first occur; (c) a sign which must be posted as a result of legal proceedings pursuant to a statute or court order; or (d) a sign which has been specifically approved in writing by the ARC. The ARC reserves the right to restrict the size, color, content, location, number and method of display of each approved sign. Signs must be placed perpendicularly to the residence and may not be displayed from the interior of any residence, building, or other improvements so as to be visible from the exterior.

18. **EASEMENTS:** All easements shown on the Plats, including, but not limited to, drainage easements are hereby adopted as a part of this Declaration and all Lots in the Community shall be subject to such easements. Further, the Association reserves an access easement over all of the Lots for purposes of facilitating development, maintenance, and other legitimate purposes. The Association reserves unto

itself, its successors and assigns, the right and easement, but not the obligation, to construct, install, maintain, repair and replace power, gas, sewer, telephone, and other utility lines, street lights, equipment and facilities and drainage ditches and natural drains, in, on, over and under the streets and roads and easements shown on the Plat, and to construct, install, operate, maintain, repair and replace lights, walls, fences, shrubbery, bushes and trees and other decorative or screening improvements in, on, over and under the property included within the areas designated as fences, drainage and/or utility easements, if any, with full right of ingress and egress to and from said streets and roads and easements across adjoining property; and The Association reserves unto itself and its successors and assigns the right to contract generally with others for the doing of any and all such things and the right to grant unto others such easements, rights and privileges as the Association may deem appropriate or convenient in connection therewith. Any drainage, utility, and/or access easements not maintained by any governmental authority or utility provider shall be maintained by the Association; provided, however, the owners of Lots burdened by any such easements shall be responsible for the routine maintenance (such as grass-cutting) of the areas on said Lots that are subject to easements. Further, the Association shall have such easements as are reasonably necessary to facilitate the discharge of any of the Association's responsibilities.

19. **FLOOD PLAIN LINES; FLOODING; FILL:** Each Owner acknowledges that any flood plain lines shown on the Plat are approximate. Each Owner acknowledges that the Association is not responsible or liable for any drainage, storm water discharge, flooding, etc., whether within or outside the confines of any easement areas, streets, or Lots or anywhere else. Each Owner acknowledges that such Owner's Lot may have been filled by the Association or others and agrees that, irrespective of whether such Owner's Lot has been filled in whole or part, such Owner shall be responsible for determining the quality of soils on such Owner's Lot and the suitability thereof for construction and other purposes.

20. **OWNERS ASSOCIATION:** All owners of the Lots in the Community shall be members of The Retreat at Bon Secour Property Owners Association, Inc. The Association shall be governed by a Board of Directors (the "Board"). Initially the Association shall have five (5) Directors. The Association's Articles of Incorporation and Bylaws are attached as Exhibits "A" and "B", respectively.

The Association shall hold title to and maintain all Common Area as designated as such on the Plats as Common Areas. However, no record has been found of a conveyance of the Phase 1 Common Area to the Bon Secour Village Owners Association, Inc. Further, a landscape contractor claims a judgment lien on such more Common Area. As a result of these issues, ownership/title to this Common Area is uncertain. However, The Retreat at Bon Secour Property Owners Association, Inc. will, to the extent it has access to said Common Areas, maintain the same for the benefit of all of the Lots in The Retreat at Bon Secour (but not for the benefit of others), the same as if said Association owns said Common Area. Additionally, the Bon Secour Village South Plat shows Common Areas, which are hereby made a part of The Retreat at Bon Secour for the benefit of all of the Owners of all of the Lots in The Retreat at Bon Secour.

The Association shall hold title to and/or maintain all easements not granted to or maintained by any governmental entity; provided, however, the owner of Lots burdened by any such easements shall be responsible for the routine maintenance (such as grass-cutting) of the areas on said Lots that are subject to easements. Unless and until the streets are accepted for maintenance by the City, the Association shall be responsible for their maintenance. The Association shall also be responsible for landscaping and sprinkler systems in the common areas and rights of way, and the street lights and paying the bills for the service provided thereto.

All members of the Association, and by acceptance of a deed to a Lot, whether or not so expressed in such deed, are deemed to covenant and agree to pay to the Association annual general assessments or charges as herein described. All such assessments, together with interest thereon as provided below and the cost of collection thereof, including reasonable attorney fees, shall, as hereinafter provided, be the personal obligation of the owner of such property at the time such assessment becomes due. Such assessments, together with interest, costs, and reasonable attorney fees, shall also be a charge and a continuing lien upon the Lot against which such assessment is made. Such lien may be perfected by filing a statement of lien in the appropriate records of the Office of the Judge of Probate of Baldwin, Alabama, setting forth the Lot upon which the lien is claimed, the amount for which the lien is claimed, and the name of the property owner. The lien shall be enforceable in accordance with Alabama law.

The general assessment levied by the Association annually shall be used exclusively for the maintenance of the common areas and the discharge of the Association's responsibilities as set forth above, and for such other expenses related thereto as the Association deems necessary.

By a two-thirds vote of the Board of Directors of the Association, the annual assessment rates shall be fixed and sufficient to meet the Association's obligations as budgeted. The Board shall set the date such annual assessments shall become due, and any assessment not paid within thirty (30) days from said date shall bear interest from the due date at a per annum percentage rate of twelve percent (12%) and be subject to an administrative charge equal to 25% of the delinquent amount. The Board may elect to require that annual assessments be paid in monthly or other periodic installments. Upon any voluntary conveyance of a Lot, the grantor and grantee of such Lot shall be jointly and severally liable for all unpaid assessments

pertaining to such Lot to the extent that such assessments accrue to the date of such conveyance, without prejudice, however, on the part of the grantee to recover from the grantor any amounts paid by the grantee, but the grantee shall be exclusively liable for assessments accruing after grantee becomes Lot owner.

21. **TERM:** The provisions in this Declaration shall run with the land and shall be binding on all Lot owners, or upon all parties and persons claiming under or through them, each of whom shall, by virtue of his acceptance or acquisition of title or other interest, accept and agree to be bound by and to abide by all terms and provisions of this instrument, all of which shall be and remain in full force and effect until December 31, 2075. After which time said Restrictions shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by at least sixty percent (60%) of the then Owners of the Lots has been recorded, agreeing to change said covenants in whole or in part, prior to December 31, 2075, or prior to the then pending ten (10) year term, as the case may be.

22. **VIOLATIONS:** Any violation of these covenants shall not act as a cloud upon the title of the property concerned and title shall not be forfeited as a result of such violation.

23. **ENFORCEMENT:** If any person or persons shall violate or attempt to violate any of the Restrictions contained herein, it shall be lawful for the Association or any party owning any real property situated in said Community to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restriction, either to prevent him or them from so doing or to recover damages for such violation, and in the event that it is the Association who has filed legal action, it shall be entitled to receive an award of a reasonable attorney's fee for the successful prosecution of such an action. The Association shall be under no obligation to enforce any of the restrictions herein contained, but

in the event that the Association shall choose not to enforce the same, the Owner of any Lot in the Community may, as an individual, seek to enforce the same through lawful means.

24. **AMENDMENT OR MODIFICATION:** Any or all of the provisions of this Declaration may be annulled, amended, or modified at any time by an instrument executed by the owner or owners of not less than sixty percent (60%) of the Lots then considered part of the Community, which said instrument shall be acknowledged by each such owner signing same and shall be filed for record in the office of the Judge of Probate of Baldwin County, Alabama, PROVIDED, that no amendment shall place an additional burden or restriction or requirement on any Lot the owner of which does not join in said amending instrument and so long as either Truland or ESA owns any Lot in the Community, no amendment shall be effective without the prior written consent of such entity.

25. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall be and remain in full force and effect.

SCHEDULE OF EXHIBITS

Exhibit "A"	Association Articles of Incorporation
Exhibit "B"	Association Bylaws

IN WITNESS WHEREOF, the undersigned have executed this Declaration of Easements, Covenants and Restrictions for The Retreat at Bon Secour.

EASTERN SHORE ACQUISITIONS, L.L.C.

TRULAND HOMES, L.L.C.

By: _____

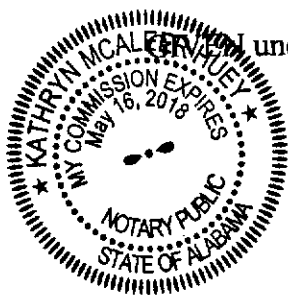
NATHAN L. COX, as Manager

By: _____

NATHAN L. COX, as Manager

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that NATHAN L. COX, whose name as Manager of EASTERN SHORE ACQUISITIONS, L.L.C., 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 the instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said entity.



I under my hand this the 20th day of April, 2015.

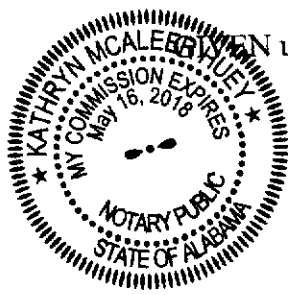
Kathryn McAlister Huey

NOTARY PUBLIC

My Commission Expires: May 16, 2018

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that NATHAN L. COX, whose name as Manager of TRULAND HOMES, L.L.C., 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 the instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said entity.



I under my hand this the 20th day of April, 2015.

Kathryn McAlister Huey

NOTARY PUBLIC

My Commission Expires: May 16, 2018

THIS INSTRUMENT PREPARED BY Richard E. Davis, Attorney at Law; DAVIS & FIELDS, P.C.
Post Office Box 2925; Daphne, Alabama 36526 (251) 621-1555

Owner(s) of Lot(s) 4 in
Phase 1.

Owner(s) of Lot(s) 5 in
Phase 1.

Owner(s) of Lot(s) 13 in
Phase 1.

Owner(s) of Lot(s) 41 in
Phase 1.

Owner(s) of Lot(s) 50 in
Phase 1.

Owner(s) of Lot(s) 64 in
Phase 1.

Owner(s) of Lot(s) 70 in
Phase 1.

Owner(s) of Lot(s) _____ in
Phase 1.

Owner(s) of Lot(s) _____ in
Phase 1.

Cardan Frost, EVP

Cardan Frost, EVP

Cardan Frost, EVP

Cardan Frost, EVP

Cardan Frost, EVP

Cardan Frost, EVP

Cardan Frost, EVP

Owner(s) of Lot(s) 67, 68, 56 in
Phase 1.

Owner(s) of Lot(s) _____ in
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Phase 1.

Carnegie Quarters, L.L.C.
By: M. Stephen Donaghy
Its: Manager

was record village → The Retreat at The Retreat
Declarations of Covenants,

Owner(s) of Lot(s) 2 in
Phase 1.

Lots 15 and 62

Owner(s) of Lot(s) _____ in
Phase 1.

Owner(s) of Lot(s) _____ in
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Owner(s) of Lot(s) _____ in
Phase 1.

Fish Hawk Alabama Service Co
By: [Signature]
Member
Gary Frederick 5-6-15

Owner(s) of Lot(s) 55 in
Phase 1.

Owner(s) of Lot(s) 43 in
Phase 1.

Owner(s) of Lot(s) _____ in
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Phase 1.

John A. Drilbot
John A. Drilbot

John A. Drilbot
John A. Drilbot

Owner(s) of Lot(s) 1 in
Phase 1.

John Kasper
EJK Development

Owner(s) of Lot(s) _____ in
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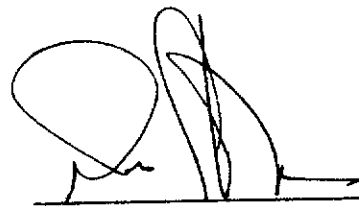
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Owner(s) of Lot(s) 76 in
Phase 1.



GERMAN F. MORAN

Owner(s) of Lot(s) _____ in
Phase 1.

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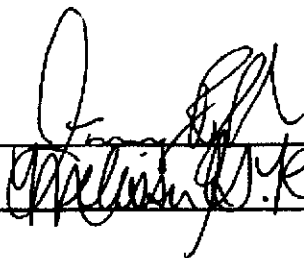
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Owner(s) of Lot(s) 61 in
Phase 1.



Melinda B. Kyall

Owner(s) of Lot(s) _____ in
Phase 1.

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Owner(s) of Lot(s) 25 in
Phase 1.

Ten Way

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Phase 1.

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Owner(s) of Lot(s) 75 in
Phase 1.

J. Swarthout
Anthony J Swarthout

Owner(s) of Lot(s) _____ in
Phase 1.

Owner(s) of Lot(s) _____ in
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Owner(s) of Lot(s) _____ in
Phase 1.

**EXHIBIT "A" TO DECLARATION OF EASEMENTS, COVENANTS AND
RESTRICTIONS FOR
THE RETREAT AT BON SECOUR**

**THE RETREAT AT BON SECOUR OWNERS ASSOCIATION, INC.
ARTICLES OF INCORPORATION**

- First: The name of the corporation is The Retreat at Bon Secour Owners Association, Inc.
- Second: The Corporation is incorporated as a not for profit corporation under the provisions of the Code of Alabama, as amended, and will be referred to hereafter as "Corporation" or "Association."
- Third: The registered agent is Will Lowery, and the address of the registered office is 32128 Broken Branch Circle, Spanish Fort, Alabama 36527. Truland Homes, LLC is the incorporator, and its address is 32128 Broken Branch Circle, Spanish Fort, Alabama.
- Fourth: The purposes for which the Corporation is formed do not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance of the common areas and otherwise to fulfill the responsibilities and exercise the rights assigned to the Corporation in that certain Declaration of Easements, Covenants and Restrictions ("the Declaration") of The Retreat at Bon Secour recorded at Instrument # 1515356 of the records of the Probate Judge, Baldwin County, Alabama. (Terms capitalized in these articles but not defined herein shall, if defined in the Declaration, have the meaning ascribed to them in the Declaration.) The Corporation shall have powers set forth in the Declaration, the Code of Alabama, and the following:
- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration, applicable to the property and recorded in the office of the Probate Judge of Baldwin County, Alabama, and as the same may be amended from time to time as therein provided, such Declaration being incorporated herein as is set forth at length;
 - (b) To file, levy, collect and enforce payment by any lawful means, all charges, assessments or fines pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
 - (c) To acquire (by gift, purchase or otherwise), own, hold, improved, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real and personal property in connection with the affairs of the Association;

- (d) To borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred; and
- (e) To have and exercise any and all powers, rights and privileges that a corporation, organized under the corporation not for profit law of the State of Alabama, by law may now or hereafter have or exercise.

Fifth: Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. However, the owner of each lot shall be entitled to but one membership even though such owner may consist of one or more persons or other entities. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot, which is subject to assessment, by the Association. Ownership of such lot shall be the sole qualification for membership.

Sixth: The term for which this Corporation is to exist is perpetual.

Seventh: The affairs of the Corporation are to be managed by the following officers:

President:	Will Lowery
Vice President/Secretary:	Nathan L. Cox
Treasurer:	Will Lowery

Eighth: This Corporation shall be governed by a Board of Directors. The Board shall consist of five (5) persons elected in the method as stated in the bylaws. The names and addresses of the initial directors are as follows:

Will Lowery	32128 Broken Branch Circle Spanish Fort, Alabama 36527
Nathan L. Cox	32128 Broken Branch Circle Spanish Fort, Alabama 36527
German Moran	32128 Broken Branch Circle Spanish Fort, Alabama 36527
Matt Lomax	32128 Broken Branch Circle Spanish Fort, Alabama 36527
Tom Watts	32128 Broken Branch Circle Spanish Fort, Alabama 36527

- Ninth: The Board of Directors shall have all the powers and duties referred to in the Declaration and in the laws of the State of Alabama respecting corporations not for profit. The powers of the Board of Directors shall include, but shall not be limited to the following: (a) to elect the officers of the Corporation, and (b) to administer the affairs of the Corporation and the common facilities, (c) to engage the services of manager or managing agent for the property and to fix the terms of such manager agreement and the compensation and the authority of the manager or managing agent, (d) to promulgate such rules and regulations concerning the operation and use of the property or the common facilities as may be consistent with the Declaration and to amend the same from time to time, (e) to provide for the maintenance, repair and replacement of the common facilities, and (f) to estimate and adopt an annual operating budget and to provide for the assessment and collection from lot owners of their respective shares of all estimated expenses.
- Tenth: The initial bylaws of this Corporation are attached to the Declaration as Exhibit "B". Such bylaws may be altered, amended, added to or repealed by the members of the Corporation in the manner provided for in said initial bylaws and in conformity with the provisions and requirements of the Code of Alabama regulating corporations not for profit, as amended from time to time.
- Eleventh: These articles of incorporation may be altered, amended, changed, added to, or repealed, in the manner now or hereafter prescribed by statute or herein or by the bylaws of this Corporation as they exist from time to time, at any duly called meeting of the members of this Corporation provided that:
- (a) the notice of the meeting is given in the manner provided for in the bylaws and such notice contains a full statement of the proposed alteration, amendment, change, addition, or repeal, and
 - (b) there is an affirmative vote in favor of said alteration, amendment, change, addition or repeal by those members present in person or by proxy at said meeting who are entitled to cast 3/5 of the votes of the Association.
- Twelfth: This Corporation shall never have or issue shares of stock nor will it ever have or provide for non-voting membership.
- Thirteenth: From time to time and at least once annually, the corporate officers shall furnish periodic reports to the members, which shall include profit and loss statements and balance sheets prepared in accordance with sound business and accounting practices.
- Fourteenth: The Corporation shall have all the powers set forth and described in the Code of Alabama regulating corporations not for profit, as amended from time to time, together with these powers conferred by the Declaration, these articles of incorporation and any and all lawful bylaws of the Corporation.
- Fifteenth: Each director and officer of this Corporation shall be indemnified by the Corporation against all costs and expenses reasonably incurred or imposed upon him in

connection with or arising out of any action, suit or proceedings in which he may be involved or to which he may be made a party by reason of his having been a director or officer of this Corporation, such expense to include the cost of reasonable settlements (other than amounts paid to the Corporation itself) made with a view to curtailment of costs of litigation. The Corporation shall not, however, indemnify such director or officer with respect to matters as to which he shall be finally adjudged in any such action, suit or proceedings to be liable for negligence or misconduct in the performance of his duty as such director or officer, or in respect to any matter in which any settlement or compromise is effected if the total expense, including the cost of settlement, shall substantially exceed the expense which might reasonably be incurred by such director or officer in conducting such litigation to final conclusion, and in no event shall anything herein contained be construed as authorizing this Corporation to indemnify any such director against any liability of the Corporation to which he would otherwise be subject by reason of willful malfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office. The foregoing right of indemnification shall be in addition to any other rights to which any such director or officer may be entitled as a matter of law or otherwise.

Executed this the ____ day of _____, 2015.

TRULAND HOMES, L.L.C.

BY: _____
Nathan L. Cox, as Manager

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that NATHAN L. COX, whose name as Manager of TRULAND HOMES, L.L.C., 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 the instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said entity.

GIVEN under my hand this the _____ day of _____, 2015.

NOTARY PUBLIC
My Commission Expires: _____

THIS INSTRUMENT PREPARED BY Richard E. Davis, DAVIS & FIELDS, P.C., Post Office Box 2925 Daphne, Alabama 36526 (251) 621-1555

50130.WPD

04/17/2015

Exhibit "B" to the
**DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR
THE RETREAT AT BON SECOUR**

**BYLAWS
OF
THE RETREAT AT BON SECOUR OWNERS ASSOCIATION, INC.**

An Alabama Non-Profit Corporation

These Bylaws are for THE RETREAT AT BON SECOUR OWNERS ASSOCIATION, INC. and are subject to the recorded Declaration of Easements, Covenants and Restrictions for The Retreat at Bon Secour, a Residential Planned Subdivision. Terms defined in the said Declaration and not defined herein shall have the meaning ascribed to them in the Declaration. In these Bylaws, "Developer" shall mean BON SECOUR VILLAGE, L.L.C. and its successors and assigns.

**ARTICLE I
OFFICES**

SECTION 1. REGISTERED OFFICE. The registered office of the corporation, required by the Alabama Non-Profit Corporation Law to be maintained in the State of Alabama may be, but need not be, identical with the principal office in the State of Alabama, and the address of the registered office may be changed from time to time by the Board of Directors.

**ARTICLE II
MEMBERS**

SECTION 1. PLACE OF MEETINGS. All meetings of members shall be held at a place determined, from time to time, by the Directors.

SECTION 2. ANNUAL MEETINGS. The annual meeting of the members shall be held at 2:00 P.M. on the second Monday of September in each year, beginning with the year 2015 unless during the Period of Developer Control, the Board of Directors shall elect to postpone the first annual meeting.

If this date shall fall upon a legal holiday, the meeting shall be held on the next succeeding business day. At each annual meeting, the members entitled to vote shall elect a Board of Directors and transact such other corporate business as may properly be brought before the meeting.

Exhibit "B" to the
**DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR
THE RETREAT AT BON SECOUR**

SECTION 3. SPECIAL MEETINGS. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by the Board of Directors, and shall be called by the President at the request of the owners of not less than ten percent of all votes entitled to be cast as such a meeting.

In order for the members to request such a meeting, the requisite percentage thereof shall deliver to the President or Secretary a statement in writing signed by the holders of the requisite percentage of Lots stating the purpose or purposes therefor.

SECTION 4. NOTICE OF MEETINGS. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall, unless otherwise prescribed by statute, be delivered not less than ten or more than fifty days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the officer or other persons calling the meeting, to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at the address furnished by him to the Secretary in writing.

SECTION 5. PROXIES. At all meetings of members, a member may vote in person or by proxy executed in writing by the member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the corporation before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

SECTION 6. QUORUM. Members holding one-fourth of the votes entitled to be cast at a meeting, represented in person or by proxy, shall constitute a quorum at a meeting of members. If less than one-fourth of the members are present or represented at a meeting, a majority of the members present or represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at a meeting as originally noticed. The members at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum. The vote of a majority of the members present or represented and entitled to vote at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the members.

SECTION 7. INFORMAL ACTION BY MEMBERS. Any action required or permitted to be taken at a meeting of the members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of members, and may be stated as such in any writing or document filed under the laws of Alabama.

Exhibit "B" to the
**DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR
THE RETREAT AT BON SECOUR**

**ARTICLE III
BOARD OF DIRECTORS**

SECTION 1. GENERAL POWERS. Except as may be otherwise provided in the Articles of Incorporation, the business and affairs of the corporation shall be managed by the Board of Directors.

SECTION 2. NUMBER, TENURE AND QUALIFICATIONS. The number of directors of the corporation shall be five (5). Each director shall hold office until the next annual meeting and until his successor shall have been elected and qualified. Directors need not be residents of the State of Alabama or members of the Corporation.

SECTION 3. REGULAR MEETINGS. Regular meetings of the Board of Directors may be held with or without notice, at such places and times as shall be determined from time to time by resolution of the directors.

SECTION 4. SPECIAL MEETINGS. Special meetings of the Board of Directors may, and on the written request of any two directors, shall, be called by the President or the Secretary.

SECTION 5. PLACE OF MEETING. The Board of Directors may designate any place, either within or without the State of Alabama, as the place of meeting for any regular or special meeting of the Board of Directors. Members of the Board of Directors may participate in a meeting of such Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

SECTION 6. NOTICE. Notice of any special meeting shall be given at least five days previously thereto by written notice delivered personally or mailed to each director at his business address, or by email. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, so addressed, with postage thereon prepaid. If notice be given by email, such notice shall be deemed to be delivered when the telegram is delivered to the email is actually received by the director. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting. If the President and Secretary refuse or fail to give notice of a special meeting on the written request of two directors, the notice of the same may be given by such two directors.

SECTION 7. QUORUM. Two-thirds of the directors serving on the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such number of directors is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

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If a quorum is present when the meeting is convened, the directors present may continue to do business, taking action by a vote of a majority of a quorum, until adjournment, notwithstanding the withdrawal of enough directors to leave less than a quorum present, or the refusal of any director present to vote.

SECTION 8. MANNER OF ACTING. A two-thirds vote of the entire Board of Directors shall be necessary to fix the annual assessment; otherwise, the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 9. ACTION WITHOUT A MEETING. Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors.

SECTION 10. VACANCIES. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected to serve until the next annual meeting of members. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of members called for that purpose. Notwithstanding the foregoing, any vacancy during the Period of Developer Control shall be filled by the Developer.

SECTION 11. PRESUMPTION OF ASSENT. A director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 12. POWERS. The Board of Directors shall exercise all of the powers of the corporation except such as are by law, or by the Articles of Incorporation, or by these Bylaws, conferred upon or reserved to the members; shall determine the compensation of officers; and may, with or without cause, remove any officer at any time.

SECTION 13. REMOVAL. At a meeting of members called expressly for that purpose, all or any directors may be removed, with or without cause, by a vote of the holders of a majority of the Lots then entitled to vote at an election of directors. After removal of all or any directors, the members may forthwith, at such meeting, proceed to elect a successor or successors for the unexpired term.

SECTION 14. COMMITTEES. The Board of Directors may, by resolution or resolutions adopted by a majority of the whole board, designate one or more committees, each committee to consist of two or

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more of the directors of the corporation, which to the extent provided in such resolution or resolutions, or in these Bylaws, shall have and may exercise all the powers of the Board of Directors except that no such committee shall have the authority of the Board of Directors in reference to declaring a dividend or distribution from capital surplus, issuing stock, amending the Articles of Incorporation, adopting a plan of merger or consolidation, recommending to the members the sale, lease, mortgage or exchange or other disposition of all or substantially all the property and assets of the corporation, recommending to the members a voluntary dissolution of the corporation or a revocation thereof, filling vacancies in the Board of Directors or amending these Bylaws. The procedure and rules governing any committee designated as provided in this Section shall be determined by a majority of the whole Board of Directors. The designation of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors or any member thereof, of any responsibility imposed upon it or him by law.

**ARTICLE IV
OFFICERS**

SECTION 1. NUMBER. The officers of the corporation shall be a President, Vice-President, Treasurer and Secretary, all of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Except as is provided in the Articles to the contrary, two or more offices may be held by the same person.

SECTION 2. ELECTION AND TERM OF OFFICE. The officers of the corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

SECTION 3. REMOVAL. Any officer or agent may be removed by the Board of Directors whenever in its judgment the best interests of the corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

SECTION 4. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. PRESIDENT. The President shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the corporation. He shall, when present, preside at all meetings of the members and of the Board of Directors. He may sign, with the Secretary or any other proper officer of the corporation thereunto authorized by the Board of Directors, mortgages, bonds, contracts, or other instruments which the Board of

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Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 6. THE VICE-PRESIDENTS. In the absence of the President or in the event of his death, inability or refusal to act, the Vice-President (or in the event there be more than one Vice-President, the Vice-Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice-President shall perform such duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 7. THE SECRETARY. The Secretary shall: (a) keep the minutes of the proceedings of the members and of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents the execution of which on behalf of the corporation under its seal is duly authorized; (d) keep a register of the post office address of each member which shall be furnished to the Secretary by such member; and (e) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 8. THE TREASURER. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article V of these Bylaws; and (c) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

**ARTICLE V
CONTRACTS, LOANS, CHECKS AND DEPOSITS**

SECTION 1. CONTRACTS. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

SECTION 2. LOANS. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. DEPOSITS. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositaries as the Board of Directors may select.

ARTICLE VI

SEAL

The corporate seal shall be circular in form and shall contain the name of the corporation and the words "Corporate Seal." Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced, inscribed or otherwise.

ARTICLE VII

WAIVER OF NOTICE

Whenever any notice is required to be given to any member or director of the corporation under the provisions of these Bylaws or the provisions of the Articles of Incorporation or under the provisions of the Constitution of Alabama or the Alabama Non-Profit Corporation Act, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VIII

AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board of Directors or by the members at any regular or special meeting, provided, however, that the Board of Directors may not alter, amend or repeal any bylaw establishing what constitutes a quorum at members meetings and provided further that as long as Eastern Shore Acquisitions, L.L.C. or Truland Homes, L.L.C. owns any Lot in The Retreat at Bon Secour, no amendment shall be valid without such Owner's written consent.