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DECLARATION OF CONDOMINIUM
OF
SUNSET BAY AT BON SECOUR
ISLAND VILLAS, A CONDOMINIUM

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DECLARATION OF CONDOMINIUM
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SUNSET BAY AT BON SECOUR ISLAND VILLAS, A CONDOMINIUM

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DECLARATION OF CONDOMINIUM
OF
SUNSET BAY AT BON SECOUR ISLAND VILLAS, A CONDOMINIUM

This **Declaration of Condominium of Sunset Bay at Bon Secour Island Villas, a Condominium** (this "**Declaration**") is made this **23rd** day of **August, 2007**, by **Bon Secour Development, L.L.C., an Alabama Limited Liability Company** (the "**Declarant**") for the **Declarant** and the successors, grantees and assigns of the **Declarant**.

RECITALS:

1. The **Declarant** is the fee simple owner of that certain parcel of **Real Property** situated in the **County of Baldwin, State of Alabama**, more particularly described in **Article III** of this **Declaration** (the "**Real Property**").

2. **Sunset Bay at Bon Secour Island Villas, a Condominium** is subject to the matters set out in **Section 5.16** of this **Declaration** pertaining to **Sunset Bay at Bon Secour, a Planned Unit Development**.

3. The **Declarant** intends to improve the **Real Property** in the manner set out in this **Declaration**.

4. The **Declarant** proposes to establish a condominium to be known as **Sunset Bay at Bon Secour Island Villas, a Condominium**, pursuant to the provisions of **Ala. Code 1975, §35-8A-101, et seq.** known as the **Alabama Uniform Condominium Act of 1991**.

5. The **Declarant** proposes to develop **Sunset Bay at Bon Secour Island Villas, a Condominium** as described in this **Declaration** in **two (2)** phases, but reserves the right and option, in the sole discretion of the **Declarant**, to complete only the phase or phases which market or other relevant conditions may dictate.

6. **Phase I** of **Sunset Bay at Bon Secour Island Villas, a Condominium** will consist of **one (1) Building** containing a total of **twenty-four (24) Units**, together with access, parking and appurtenant facilities described in this **Declaration**.

7. The **Declarant** may improve the additional land described in **Section 5.02** of this **Declaration** as **Phase II** by constructing on said additional land additional **Units**, which said additional land and **Improvements** may be submitted to **Sunset Bay at Bon Secour Island Villas, a Condominium**, by amendment or amendments or **Incremental Certificate of Amendment** to this **Declaration**.

8. It is the intent of the **Declarant** that should all or a portion of the additional land described in **Section 5.02** of this **Declaration** be submitted to the terms of this **Declaration** by amendment or amendments or **Incremental Certificate of Amendment** to this **Declaration** as **Phase II** of **Sunset Bay at Bon Secour Island Villas, a Condominium**, as provided in this **Declaration**, such additional land shall be operated and administered as part of **Sunset Bay at Bon Secour Island Villas, a Condominium** in the same manner as **Phase I**.

9. **Sunset Bay at Bon Secour Island Villas, a Condominium** will be created by the recording of this **Declaration**, which may be amended by the **Declarant** as provided in this **Declaration** without requiring the approval or consent of any of the **Owners**. In no event shall **Phase II** have the benefit of the **Common Elements** created and established for **Phase I**, nor will **Phase I** have the benefit of the **Common Elements** created and established for **Phase II**, unless and until **Phase II** is included in **Sunset Bay at Bon**

Secour Island Villas, a Condominium by appropriate **Incremental Certificate of Amendment** to this **Declaration** as provided in this **Declaration**.

NOW, THEREFORE, the **Declarant**, makes the following **Declaration**.

Article I **Definitions**

The terms used in this **Declaration** and in the **By-Laws** shall have the meanings stated in **Ala. Code 1975, §35-8A-101, et seq.** and in this **Declaration**, unless the context otherwise requires:

Section 1.01. "**Act**" means **Ala. Code 1975, §35-8A-101, et seq.** known as the **Alabama Uniform Condominium Act of 1991** as the same may be amended from time to time.

Section 1.02. "**ADEM Permit**" means the **Alabama Department of Environmental Management Coastal Area Management Program Non-Regulated Use Permit** covering **Sunset Bay** (as defined in **Section 1.42** of this **Declaration**) and **Sunset Bay at Bon Secour Island Villas, a Condominium**. All **Owners of Units**, the **Master Association** and the **Association** are required to comply with the **ADEM Permit**. The **ADEM Permit** may be amended.

Section 1.03. "**Amended Master Declaration**" means the **Amendment to the Master Declaration** (as defined in **Section 1.31** of this **Declaration**) said **Amended Master Declaration** dated **August 17, 2005**, and recorded **September 4, 2007** as **Instrument Number 1072262**, **Pages 1 through 16**.

Section 1.04. "**Articles of Incorporation**" means the **Articles of Incorporation of Sunset Bay at Bon Secour Island Villas Condominium Owners' Association, Inc., an Alabama Nonprofit Corporation** recorded in the **Office of the Judge of Probate of Baldwin County, Alabama**.

Section 1.05. "**Assessment**" means a proportionate share of the funds required for the payment of the **Common Expenses** which from time to time may be levied against each **Owner** and **Unit** by the **Association**.

Section 1.06. "**Association**" means **Sunset Bay at Bon Secour Island Villas Condominium Owners' Association, Inc., an Alabama Nonprofit Corporation**, and the successors and assigns of the **Association**, and is the entity responsible for the administration and management of **Sunset Bay at Bon Secour Island Villas, a Condominium**, and is the corporation organized pursuant to the **Act**.

Section 1.07. "**Board of Directors**" means the **Board of Directors** of the **Association** elected pursuant to the **By-Laws** of the **Association**. "**Director**" means an individual member of the **Board of Directors**.

Section 1.08. "**Building**" means all structures or structural **Improvements** located on the **Real Property** and forming part of **Sunset Bay at Bon Secour Island Villas, a Condominium**.

Section 1.09. "**By-Laws**" means the duly adopted **By-Laws** of the **Association**, a copy of which is attached to this **Declaration** as **Exhibit "B"** and made a part of this **Declaration** as if set out fully.

Section 1.10. "**Certification**" means the **Certification** referred to in **Article V** of this **Declaration**.

Section 1.11. "**Common Elements**" means all portions of **Sunset Bay at Bon Secour Island Villas, a Condominium** other than the **Units** and as further described in this **Declaration**.

Section 1.12. "Common Expenses" means expenditures made by or financial liabilities of the **Association**, together with any allocations to reserves.

Section 1.13. "Common Surplus" means the excess of all receipts of the **Association** arising out of the **Common Elements** over the amount of the **Common Expenses**.

Section 1.14. "Condominium" means **Sunset Bay at Bon Secour Island Villas, a Condominium**, and is described in this **Declaration**.

Section 1.15. "Condominium Documents" means this **Declaration**, the **By-Laws**, **Articles of Incorporation** and **Rules and Regulations** and all exhibits attached to the **Condominium Documents** as the same may be amended from time to time.

Section 1.16. "Condominium Property" means all property, both real, personal or mixed, which is submitted to **Sunset Bay at Bon Secour Island Villas, a Condominium** as provided for in this **Declaration** and includes the **Real Property**, all **Improvements** located on the **Real Property**, all easements, rights, interests or appurtenances to the **Real Property**, and all personal property used in connection with the **Condominium Property**.

Section 1.17. "Conservation Easement" means the **Conservation Easement** described in **Section 5.15** of this **Declaration**.

Section 1.18. "Conservation Easement Land" means the real property which is subject to the **Conservation Easement** as described in **Section 5.15** of this **Declaration**.

Section 1.19. "Declarant" means **Bon Secour Development, L.L.C., an Alabama Limited Liability Company** and the successors and assigns of the **Declarant**, who shall receive by assignment from the **Declarant** all, or a portion of the rights of the **Declarant** as set out in this **Declaration** as the **Declarant**, by an instrument expressly assigning such rights of the **Declarant** to such assignee.

Section 1.20. "Declaration" means this **Declaration of Condominium** and any amendments to this **Declaration** which may be made from time to time.

Section 1.21. "Development Rights" means the same as is defined in the **Act** and as set out in this **Declaration**.

Section 1.22. "Eligible Security Interest Holder" means a holder of a first **Security Interest** or any insurer or guarantor of a holder of a first **Security Interest** which has notified the **Association** in writing of the name and address of said **Eligible Security Interest Holder** and status as a holder, insurer or guarantor of a first **Security Interest**. Such notice will be deemed to include a request that the **Eligible Security Interest Holder** be given the notices and other rights described in this **Declaration**.

Section 1.23. "Improvements" means all **Buildings**, structures, structural **Improvements** and all other permanent fixtures located on the **Real Property** and forming part of **Sunset Bay at Bon Secour Island Villas, a Condominium**.

Section 1.24. "Incremental Certificate of Amendment" means any **Incremental Certificate of Amendment** which may submit **Phase II** to **Sunset Bay at Bon Secour Island Villas, a Condominium** as provided for in this **Declaration**.

Section 1.25. "Limited Common Element" means the same as is defined in the **Act** and as set out in this **Declaration**.

Section 1.26. "Limited Common Expenses" means the expenses arising out of the ownership of the **Limited Common Elements** and shall include, but not be limited to, the expenses of maintenance, operation, repair, replacement, rehabilitation, restoration, renovation and betterment of the **Limited Common Elements**; and expenses declared to be **Limited Common Expenses** by the provisions of the **Condominium Documents**, as the **Condominium Documents** may be amended, from time to time, in accordance with the provisions of this **Declaration**.

Section 1.27. "Majority" means those eligible votes, **Owners** or other groups as the context may indicate totaling more than **fifty percent (50%)** of the total eligible number.

Section 1.28. "Master Association" means **Sunset Bay Owners Association, an Alabama Nonprofit Corporation**.

Section 1.29. "Master Association Assessments" means the proportionate share of the funds required for the payment of the common expenses which from time to time may be levied by the **Master Association** against **Owners of Units in Sunset Bay at Bon Secour Island Villas, a Condominium** pursuant to this **Declaration**, the **Amended Master Declaration** and any **Supplemental Declaration** (as defined in **Section 1.44** of this **Declaration**).

Section 1.30. "Master Board of Directors" or "Master Board" means the elected **Master Board of Directors** of the **Master Association** pursuant to the **Articles of Incorporation** of the **Master Association**.

Section 1.31. "Master Declaration" means the **Declaration of Covenants, Conditions and Restrictions of the Communities of Sunset Bay for Sunset Bay** dated **September 23, 2003** and recorded **October 9, 2003** as **Instrument Number 764204, Pages 1 through 45**.

Section 1.32. "Member" means a **Member** of the **Association**, membership in the **Association** is confined to **Owners**.

Section 1.33. "Non-Exclusive Private Easement and Maintenance Agreement" means the **Non-Exclusive Private Easement and Maintenance Agreement** by and between **Bon Secour Development, L.L.C.**, an Alabama Limited Liability Company, **Alphonse LaMoyné Grass, Donald Floyd Todd, Oliver Todd** and **Wiley Shelton Todd** by instrument dated **August 23, 2005** and recorded **August 26, 2005** as **Instrument Number 918425, Pages 1 through 7**.

Section 1.34. "Occupant" means a **Person** in possession of a **Unit**, regardless of whether that **Person** is the **Owner**.

Section 1.35. "Owner" means one or more **Persons** who hold the record title to any **Unit** but excluding in all cases any **Person** holding a **Security Interest**.

Section 1.36. "Person" means a natural **Person**, a corporation, a partnership, a limited liability company, a limited partnership, the **Association**, a Trustee or other legal entity.

Section 1.37. "Plans" mean the site plan, floor plans and elevations of **Sunset Bay at Bon Secour Island Villas, a Condominium** prepared by an independent registered engineer or registered architect, which are marked **Exhibit "A"** and attached to this **Declaration** and expressly made a part of this **Declaration** as though fully set out in this **Declaration**. The **Plans** contain a **Certification** executed by an independent registered engineer or registered architect in accordance with this **Declaration** and the **Act**. The **Plans** contain a **Certification** that the **Plans** contain all information required by this **Declaration** and the **Act**. All references in this **Declaration** to **Plans** mean and refer to the **Plans for Phase I** or the **Plans for Phase II** as

the context requires.

Section 1.38. "**Real Property**" means the **Real Property** which is described in **Article III** of this **Declaration** and submitted to **Sunset Bay at Bon Secour Island Villas, a Condominium** as provided for in this **Declaration** and shall include all **Buildings, Improvements** and all other rights and privileges belonging or in any way pertaining to the **Real Property**.

Section 1.39. "**Rules and Regulations**" means the **Rules and Regulations** which may be adopted by the **Declarant** or the **Association** as provided for in this **Declaration**.

Section 1.40. "**Security Interest**" means an interest in real estate or personal property created by contract or conveyance, which secures payment or performance of an obligation and is secured by a **Unit** or an interest in **Sunset Bay at Bon Secour Island Villas, a Condominium**. The term includes a lien created by a mortgage, vendor's lien, deed of trust, contract for deed, land sales contract, lease intended as security, assignment of lease, and rents intended as security, or any similar security device, pledge of an ownership interest in an association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.41. "**Special Declarant Rights**" means the same as is defined in the **Act** and as set out in this **Declaration**.

Section 1.42. "**Sunset Bay**" means the planned unit development sometimes known as **Sunset Bay at Bon Secour, a Planned Unit Development** and as further described in the **Master Declaration**.

Section 1.43. "**Sunset Bay at Bon Secour Island Villas, a Condominium**" means and refers to **Sunset Bay at Bon Secour Island Villas, a Condominium** and consists of all property, both real, personal or mixed, which is submitted to **Sunset Bay at Bon Secour Island Villas, a Condominium** as provided for in this **Declaration** and includes the **Real Property**, all **Improvements** located on the **Real Property**, all easements, rights, interests or appurtenances to the **Real Property**, and all personal property used in connection with **Sunset Bay at Bon Secour Island Villas, a Condominium**.

Section 1.44. "**Supplemental Declaration**" shall have the same meaning as "**Supplemental Declaration**" defined and described in the **Master Declaration** and as described in **Section 5.16**. of this **Declaration**.

Section 1.45. "**Unit**" or "**Private Element**" means the same as **Unit** as defined in the **Act** and as described in this **Declaration**. All **Units** in **Sunset Bay at Bon Secour Island Villas, a Condominium** shall be used as a single-family residence as provided for in this **Declaration**. The **Units** shall be located on level **two (2)** through **five (5)**, inclusive, in the **Building**. The **Units** enumerated in this **Declaration** and other matters pertaining to the **Units** will be further defined and described in this **Declaration**.

Section 1.46. "**Utility Services**" shall include but not be limited to electrical power, water, gas, if any, garbage, sewage disposal, telephone and cable television.

When the context permits, use of the plural shall include the singular, use of the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

Article II **Name**

The name of this **Condominium** is **Sunset Bay at Bon Secour Island Villas, a Condominium**. **Sunset Bay at Bon Secour Island Villas, a Condominium** is located at **16850 County Road 6 Ext., Gulf**

Shores, Alabama 36542, City of Gulf Shores, County of Baldwin, State of Alabama. **Sunset Bay at Bon Secour Island Villas, a Condominium** is subject to the matters more specifically set out in Section 5.16 of this Declaration.

Article III
The Real Property

Section 3.01. The Real Property. The Real Property which is submitted to **Sunset Bay at Bon Secour Island Villas, a Condominium** by this Declaration is that parcel of Real Property located in Baldwin County, Alabama, and more particularly described as follows, to wit:

Parcel A:

Commence at the **Northwest** corner of **Sunset Bay at Bon Secour** as recorded on **Slides 2128-E and 2128-F, Probate Records, Baldwin County, Alabama**; run thence **North 88 degrees 45 minutes 06 seconds West** for **1899.60 feet** to the **East** right-of-way of **Todd Lane**; run thence **South 32 degrees 15 minutes 00 seconds West** along the **East** right-of-way of said **Todd Lane** for **572.81 feet** to the **POINT OF BEGINNING**; run thence **South 25 degrees 41 minutes 38 seconds East** for **13.05 feet**; run thence **South 37 degrees 00 minutes 49 seconds East** for **28.59 feet**; run thence **South 20 degrees 25 minutes 22 seconds East** for **30.89 feet**; run thence **South 80 degrees 16 minutes 03 seconds East** for **22.37 feet**; run thence **South 56 degrees 15 minutes 24 seconds East** for **27.19 feet**; run thence **North 88 degrees 53 minutes 45 seconds East** for **34.62 feet**; run thence **South 62 degrees 09 minutes 44 seconds East** for **37.46 feet**; run thence **South 45 degrees 40 minutes 33 seconds East** for **28.50 feet**; run thence **South 35 degrees 00 minutes 49 seconds East** for **34.80 feet**; run thence **South 09 degrees 20 minutes 35 seconds East** for **38.16 feet**; run thence **South 24 degrees 59 minutes 22 seconds West** for **29.64 feet**; run thence **South 01 degree 01 minute 05 seconds West** for **34.56 feet**; run thence **South 56 degrees 03 minutes 16 seconds East** for **26.67 feet**; run thence **South 10 degrees 32 minutes 43 seconds East** for **33.97 feet** to the **North** right-of-way of the **Intracoastal Waterway**; run thence **North 78 degrees 30 minutes 00 seconds West** along the **North** right-of-way of said **Intracoastal Waterway** for **184.32 feet** to the **North** margin of the **Intracoastal Waterway** (top of bank); run thence **North 67 degrees 35 minutes 00 seconds West** along the **North** margin of said **Intracoastal Waterway** for **12.78 feet**; run thence **North 75 degrees 07 minutes 13 seconds West** along the **North** margin of said **Intracoastal Waterway** for **155.29 feet** to the **East** right-of-way of **Todd Lane**; run thence **North 32 degrees 15 minutes 00 seconds East** along the **East** right-of-way of said **Todd Lane** for **252.48 feet** to the **POINT OF BEGINNING**.

Parcel B:

Commence at the **Northwest** corner of **Sunset Bay at Bon Secour** as recorded on **Slides 2128-E and 2128-F, Probate Records, Baldwin County, Alabama** for the **POINT OF BEGINNING**; run in a **Northwesterly** direction along the **South** right-of-way of **Baldwin County Road Number 6** along a curve to the right having a radius of **1641.70 feet** for an arc distance of **28.67 feet**; a chord of **North 73 degrees 18 minutes 55 seconds West** for **28.67 feet**; run thence **North 72 degrees 48 minutes 54 seconds West** for **117.27 feet**; run thence in a **Northwesterly** direction along said right of way along a curve to the left having a radius of **797.51 feet** for an arc distance of **108.66 feet**, a chord of **North 76 degrees 43 minutes 06 seconds West** for **108.58 feet**; run thence **South 08 degrees 12 minutes 16 seconds West** for **5.01 feet**; run thence **South 18 degrees 56 minutes 45 seconds West**

for 30.75 feet; run thence **South 53 degrees 43 minutes 08 seconds East** for 25.26 feet; run thence **South 71 degrees 17 minutes 13 seconds East** for 23.93 feet; run thence **South 30 degrees 33 minutes 06 seconds West** for 25.28 feet; run thence **South 06 degrees 07 minutes 48 seconds West** for 39.52 feet; run thence **North 69 degrees 23 minutes 01 seconds West** for 42.88 feet; run thence **South 21 degrees 34 minutes 48 seconds West** for 11.73 feet; run thence **South 66 degrees 36 minutes 22 seconds West** for 23.56 feet; run thence **North 31 degrees 01 minutes 49 seconds West** for 22.32 feet; run thence **South 37 degrees 11 minutes 07 seconds West** for 22.38 feet; run thence **South 48 degrees 50 minutes 05 seconds West** for 24.22 feet; run thence **South 15 degrees 13 minutes 13 seconds West** for 15.67 feet; run thence **South 39 degrees 11 minutes 38 seconds West** for 10.71 feet; run thence **North 52 degrees 42 minutes 10 seconds West** for 14.32 feet; run thence **North 26 degrees 56 minutes 27 seconds West** for 26.39 feet; run thence **South 56 degrees 16 minutes 34 seconds West** for 38.47 feet; run thence **South 62 degrees 50 minutes 20 seconds West** for 29.42 feet; run thence **North 77 degrees 12 minutes 04 seconds West** for 21.56 feet; run thence **North 21 degrees 57 minutes 19 seconds West** for 20.15 feet; run thence **North 35 degrees 52 minutes 04 seconds East** for 28.46 feet; run thence **North 38 degrees 12 minutes 16 seconds East** for 25.43 feet; run thence **North 36 degrees 06 minutes 11 seconds West** for 31.24 feet; run thence **North 12 degrees 29 minutes 50 seconds West** for 22.61 feet; run thence **North 72 degrees 52 minutes 45 seconds West** for 32.77 feet; run thence **North 41 degrees 52 minutes 32 seconds West** for 35.30 feet; run thence **North 41 degrees 52 minutes 32 seconds West** for 16.47 feet; run thence **South 81 degrees 52 minutes 44 seconds West** for 241.58 feet; run thence in a **Southwesterly** direction along said right of way along a curve to the right having a radius of 1947.50 for 343.09 feet, a chord of **South 86 degrees 55 minutes 32 seconds West** for 342.64 feet; run thence **North 88 degrees 01 minutes 39 seconds West** for 801.23 feet; run thence **South 32 degrees 15 minutes 00 seconds West** for 572.81 feet; run thence **South 25 degrees 41 minutes 38 seconds East** for 13.05 feet; run thence **South 37 degrees 00 minutes 49 seconds East** for 28.59 feet; run thence **South 20 degrees 25 minutes 22 seconds East** for 30.89 feet; run thence **South 80 degrees 16 minutes 03 seconds East** for 22.37 feet; run thence **South 56 degrees 15 minutes 24 seconds East** for 27.19 feet; run thence **North 88 degrees 53 minutes 45 seconds East** for 34.62 feet; run thence **South 62 degrees 09 minutes 44 seconds East** for 37.46 feet; run thence **South 45 degrees 40 minutes 33 seconds East** for 28.50 feet; run thence **South 35 degrees 00 minutes 49 seconds East** for 34.80 feet; run thence **South 09 degrees 20 minutes 35 seconds East** for 38.16 feet; run thence **South 24 degrees 59 minutes 22 seconds West** for 29.64 feet; run thence **South 01 degrees 01 minutes 05 seconds West** for 34.56 feet; run thence **South 56 degrees 03 minutes 16 seconds East** for 26.67 feet; run thence **South 10 degrees 32 minutes 43 seconds East** for 33.97 feet; run thence **South 78 degrees 30 minutes 00 seconds East** for 383.25 feet to **Point "A"**; thence meander along the shoreline of the Intracoastal Canal to the **North** right of way of the Intracoastal Canal, a point that is **South 78 degrees 30 minutes 00 seconds East** and 178.46 feet from **Point "A"**; run thence **South 78 degrees 30 minutes 00 seconds East** along the **North** right of way of the Intracoastal Canal for 1463.01 feet; run thence **North 00 degrees 39 minutes 00 seconds East** for 1141.82 feet to the **South** right of way of **Baldwin County Road No. 6** and the **POINT OF BEGINNING**.

TOGETHER WITH the non-exclusive right of ingress and egress over and across a portion of a road known as **Todd Lane** as more specifically described in the **Non-Exclusive Private Easement and Maintenance Agreement** defined in **Section 5.17**. of this **Declaration**.

The **Real Property** does not include any property in **Sunset Bay** nor the right to use any **Boat Slips in Sunset Bay**. The right to use the property and **Boat Slips in Sunset Bay** is subject to the **Master Declaration**, as amended by the **Amended Master Declaration**, and any **Supplemental Declaration**. No assurances are made by the **Declarant** that the right to use a **Boat Slip** will be assigned to any **Owner** or **Unit** in **Sunset Bay at Bon Secour Island Villas, a Condominium**. The right to use a **Boat Slip in Sunset Bay** can only be acquired by separate agreement which separate agreement is not part of the **Condominium Documents**. The right to use the property in **Sunset Bay** and to acquire a right to use a **Boat Slip in Sunset Bay** is generally described in **Section 5.16**, of this **Declaration**.

Section 3.02. Encumbrances to Title. The **Real Property** is subject to the following:

- A.** Reservation to the **Declarant** of all oil, gas and other minerals, and all rights in connection therewith, not previously reserved by or conveyed to other **Persons**.
- B.** **Development Rights** and **Special Declarant Rights** reserved to the **Declarant** by the **Condominium Documents** and by the **Act**.
- C.** All ad valorem taxes and assessments.
- D.** Rights of parties in possession.
- E.** Rights of the **United States of America** to the **Intracoastal Canal**.
- F.** Encroachments, overlaps, boundary line disputes and any other matter which would be disclosed by an accurate survey and inspection of the **Real Property**.
- G.** Terms, conditions, provisions and restrictions, including, but not limited to, the right of the **Master Association** to impose assessments and liens for assessments on any **Unit** and to regulate the use of the property in **Sunset Bay**, provided for in the **Master Declaration**, as amended by the **Amended Master Declaration**, and any **Supplemental Declaration**; **BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 USC 3604(c)**.
- H.** **Articles of Incorporation of Sunset Bay Owners Association, an Alabama Nonprofit Corporation**, dated **June 30, 2003** and recorded **July 17, 2003** as **Instrument Number 743579, Pages 1 through 5**, as amended by **Articles of Amendment of Articles of Incorporation of Sunset Bay Owners Association** dated **August 17, 2005** and recorded **September 4, 2007** as **Instrument Number 1072263**, **Pages 1 through 6**; said **Articles of Incorporation** may be further amended from time to time.
- I.** **By-Laws of Sunset Bay Owners Association, an Alabama Nonprofit Corporation**, as amended by **Amendment to By-Laws of Sunset Bay Owners Association** dated **August 17, 2005** and recorded **September 4, 2007** as **Instrument Number 1072264**, **Pages 1 through 5**; said **By-Laws** may be further amended from time to time.
- J.** Rules and regulations imposed by the **Master Association** pertaining to the use of the property in **Sunset Bay**, as said rules and regulations may be amended from time to time.
- K.** Terms, conditions and provisions of the **Alabama Department of Environmental Management Coastal Area Management Program Non-regulated Use Permit** covering **Sunset Bay** and **Sunset Bay at Island Villas, a Condominium**.

L. Matters shown or reflected on the plat of **Sunset Bay** recorded in **Slide 2128-E** and **Slide 2128-F**, including, but not limited to, minimum building setback lines, drainage and utility easements and others matters shown on the plat of **Sunset Bay**.

M. Rights of other parties to use the areas designated as **Common Areas** located in **Sunset Bay, a Planned Unit Development**, including, but not limited to, the private roadway as described in the **Master Declaration**, as amended by the **Amended Master Declaration** and the **Supplemental Declaration**.

N. **Articles of Incorporation of Sunset Bay at Bon Secour Island Villas Condominium Owners' Association, Inc.** dated **August 23, 2007** and recorded **September 4**, 2007 as **Instrument Number 1072267**, **Pages 1 through 7**.

O. **By-Laws of Sunset Bay at Bon Secour Island Villas Condominium Owners' Association, Inc.** dated **August 23, 2007** and recorded **September 4**, 2007 as **Instrument Number 1072268**, **Pages 1 through 13**.

P. Rules and regulations imposed by the **Sunset Bay at Bon Secour Island Villas Condominium Owners' Association, Inc.**

Q. **Special Declarant Rights and Development Rights** granted or reserved to **Declarant** by this **Declaration** and the **Uniform Condominium Act of 1991**.

R. Terms, conditions and provisions of **Non-exclusive Private Easement and Maintenance Agreement** between **Bon Secour Development, L.L.C., an Alabama Limited Liability Company, Alphonse LaMoyné Grass, Donald Floyd Todd, Oliver Todd and Wiley Shelton Todd** dated **August 23, 2005** and recorded **August 26, 2005** as **Instrument Number 918425**, **Pages 1 through 7**.

S. Rights of other parties to use that portion of **Todd Lane** described in the **Non-exclusive Private Easement and Maintenance Agreement** and any claims that may arise concerning the use and maintenance of **Todd Lane**.

T. Reservation of **seven-eighths (7/8)** oil, gas and other minerals, and all rights in connection therewith, as contained in deed from **Pearl A. Mixon** and husband **John E. Mixon, Jr.** to **Paul A. Stanley** and **Philip Acuff** dated **November 2, 1984** and recorded in **Real Property Book 208, Page 1703**.

U. Existing right of way of **Baldwin County Highway Number 6**.

V. Rights of other parties, the **United States of America** or **State of Alabama**, in and to the shore, littoral or riparian rights to the property described in this instrument which lies adjacent to **Intracoastal Canal, Bay John** or **Oyster Bay** and any unnamed canal.

W. Rights of the **United States Government**, the **State of Alabama** and other parties in and to the navigable waters and the land beneath any of the navigable waters within the property described in this instrument, and all rights of the **United States Government** and of the **State of Alabama** in and to any of the lands described that may be on or below mean high tide.

X. Any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any. Riparian rights, rights of accretion or reliction are neither guaranteed nor insured and title to no portion of herein described land lying below ordinary mean high water mark or submerged lands is insured hereby.

Y. The rights of the public, if any, to use any part of the waters of the **Intracoastal Canal**, including any part of the land lying between the body of water of the **Intracoastal Canal** and the boundary line of the real property described in this instrument as granted by easement, federal or **Alabama** law.

Z. Rights of the **United States of America** to the **Intracoastal Canal**.

AA. The nature and extent of the riparian rights, shore rights, littoral rights and accretion incident to the property described in this instrument or title to that portion of the property described in this instrument, if any, lying below the mean high tide line of the waters of the **Intracoastal Canal**.

BB. Lack of ingress to or egress from the waters of the **Intracoastal Canal**.

CC. Any law, ordinance or government regulation by the **United States of America** or **State of Alabama** or **Baldwin County, Alabama** as to any part of property described in this instrument that is determined to be wetlands.

DD. Terms, Conditions, Provisions and Restrictions of all permits and licenses of Federal, State and local government, including applicable agencies and departments and private and quasi governmental agencies having jurisdiction over the property described in this instrument. Obligations of all Unit owners and the **Sunset Bay Owners Association, an Alabama Nonprofit Corporation** to comply with the terms, conditions and provisions of any of the permits or licenses referred to in this paragraph.

EE. Interest created by or limitations and restrictions imposed on the use of the property described in this instrument as established by the **Federal Coastal Zone Management Act** or other Federal, State or local law or regulation.

FF. Zoning ordinances, planning and subdivision regulations and other restrictions or regulations upon the use or division of the property described in this instrument as may be imposed by **Baldwin County, Alabama, The City of Gulf Shores, Alabama, the State of Alabama** or any other governmental authorities having jurisdiction over the property described in this instrument.

GG. The rights of eminent domain or governmental rights of police power.

HH. Easements or claims of easements shown or not shown by the public records.

II. Terms and Conditions of **Bill of Sale** from the **Bryan Company** to the **Utilities Board of the City of Gulf Shores, Alabama** dated **August 22, 2006** and recorded **October 3, 2006** as **Instrument Number 1005564, Pages 1 through 3**.

JJ. Easement from **Bon Secour Development, L.L.C., an Alabama Limited Liability Company** to **Mediacom**.

KK. Encroachment of the improvements over wetland setback lines or other setback lines as shown on the site plan of the condominium attached to this **Declaration**.

LL. Reservation of all remaining oil, gas and other minerals, and all rights in connection therewith as contained in instrument from **Bon Secour Development, L.L.C., an Alabama Limited Liability Company** to the purchaser.

MM. **Amendment To Subdivision Regulations** by the **City of Gulf Shores Planning**

Commission dated December 17, 1996 and recorded May 27, 1997 in Miscellaneous Book 93, Pages 1379 through 1381 and amended by Certificate of Amendment by City of Gulf Shores dated May 14, 1999 and recorded May 18, 1999 as Instrument Number 493242, Pages 1 through 2 and further amended October 26, 1999 and recorded February 23, 2000 as Instrument Number 534263, Pages 1 through 2 and further amended October 26, 1999 and recorded February 2000 as Instrument Number 534264, Pages 1 through 3 and further amended October 26, 1999 and recorded February 23, 2000 as Instrument Number 534265, Pages 1 through 5 and further amended November 16, 1999 and recorded February 23, 2000 as Instrument Number 534266, Pages 1 through 5 and further amended January 25, 2000 and recorded February 23, 2000 as Instrument Number 534267, Pages 1 through 3 and further amended December 14, 1999 and recorded March 3, 2000 as Instrument Number 535644, Pages 1 through 5 and further amended May 5, 2000 and recorded May 16, 2000 as Instrument Number 545891, Pages 1 through 2 and further amended November 26, 2001 and recorded December 5, 2001 as Instrument Number 629528, Pages 1 through 4 and further amended February 26, 2002 and recorded March 25, 2002 as Instrument Number 650108, Pages 1 through 2 and further amended February 26, 2002 and recorded March 25, 2002 as Instrument Number 650109, Pages 1 through 2 and further amended February 26, 2002 and recorded March 25, 2002 as Instrument Number 650111, Page 1 and further amended May 28, 2002 and recorded July 23, 2002 as Instrument Number 672072, Pages 1 through 2 and further amended December 17, 2002 and recorded January 14, 2003 as Instrument Number 704127, Pages 1 through 2 and further amended October 28, 2003 and recorded December 12, 2003 as Instrument Number 778241, Page 1.

NN. Right of way depicted on the **Plans**, or as otherwise may be required by any appropriate governmental entity, over and across a portion of the **West ten (10) feet** of the **Real Property**.

OO. Encroachment of culverts, utility facilities, concrete slabs, balcony overhangs and pool deck over the wetlands setback lines as shown on the site plan.

PP. Encroachment of propane tank slab over the right-of-way line of Todd Lane as shown on the site plan.

QQ. Terms and conditions of mold disclosure delivered by the **Declarant** to purchaser on the same day as delivery of the **Condominium Unit Warranty Deed**.

Article IV **Purpose**

The **Declarant** submits the **Real Property** together with the **Building** and **Improvements** on the **Real Property**, and all rights and privileges belonging or in any way pertaining to the **Real Property**, to **Sunset Bay at Bon Secour Island Villas, a Condominium** in the manner provided for in this **Declaration** and the **Act**.

Article V **Development Plan**

Section 5.01. Plans. The **Building** and **Improvements** for **Phase I** are substantially completed in accordance with the **Plans**, as evidenced by the **Certification** executed by an independent registered architect or registered engineer and attached to the **Plans**.

Section 5.02. Amendment by the Declarant. Subject to the provisions of this **Declaration**, the **Declarant** shall have the unilateral right, privilege and option from time to time at any time (subject to the provisions of this **Declaration**) to amend this **Declaration** and add to **Sunset Bay at Bon Secour Island Villas, a Condominium** any part or all of the following described additional land, to wit:

Commence at the **Northwest** corner of **Sunset Bay at Bon Secour** as recorded on **Slides 2128-E and 2128-F, Probate Records, Baldwin County, Alabama**; run thence in a **Northwesterly** direction along the **South** right-of-way of **County Road No. 6** along a curve to the left having a radius of **1641.70 feet** for an arc distance of **28.67 feet**, a chord of **North 73 degrees 18 minutes 55 seconds West for 28.67 feet**; run thence **North 72 degrees 48 minutes 54 seconds West** along the **South** right-of-way of said **County Road No. 6** for **117.27 feet**; run thence in a **Northwesterly** direction along the **South** right-of-way of said **County Road No. 6** along a curve to the left having a radius of **797.51 feet** for an arc distance of **108.66 feet**, a chord of **North 76 degrees 43 minutes 06 seconds West for 108.58 feet** to the **POINT OF BEGINNING**; run thence **South 08 degrees 12 minutes 16 seconds West for 5.01 feet**; run thence **South 18 degrees 56 minutes 45 seconds West for 30.75 feet**; run thence **South 53 degrees 43 minutes 08 seconds East for 25.26 feet**; run thence **South 71 degrees 17 minutes 13 seconds East for 23.93 feet**; run thence **South 30 degrees 33 minutes 06 seconds West for 25.28 feet**; run thence **South 06 degrees 07 minutes 48 seconds West for 39.52 feet**; run thence **North 69 degrees 23 minutes 01 seconds West for 42.88 feet**; run thence **South 21 degrees 34 minutes 48 seconds West for 11.73 feet**; run thence **South 66 degrees 36 minutes 22 seconds West for 23.56 feet**; run thence **North 31 degrees 01 minutes 49 seconds West for 22.32 feet**; run thence **South 37 degrees 11 minutes 07 seconds West for 22.38 feet**; run thence **South 48 degrees 50 minutes 05 seconds West for 24.22 feet**; run thence **South 15 degrees 13 minutes 13 seconds West for 15.67 feet**; run thence **South 39 degrees 11 minutes 38 seconds West for 10.71 feet**; run thence **North 52 degrees 42 minutes 10 seconds West for 14.32 feet**; run thence **North 26 degrees 56 minutes 27 seconds West for 26.39 feet**; run thence **South 56 degrees 16 minutes 34 seconds West for 38.47 feet**; run thence **South 62 degrees 50 minutes 20 seconds West for 29.42 feet**; run thence **North 77 degrees 12 minutes 04 seconds West for 21.56 feet**; run thence **North 21 degrees 57 minutes 19 seconds West for 20.15 feet**; run thence **North 35 degrees 52 minutes 04 seconds East for 28.46 feet**; run thence **North 38 degrees 12 minutes 16 seconds East for 25.43 feet**; run thence **North 36 degrees 06 minutes 11 seconds West for 31.24 feet**; run thence **North 12 degrees 29 minutes 50 seconds West for 22.61 feet**; run thence **North 72 degrees 52 minutes 45 seconds West for 32.77 feet**; run thence **North 41 degrees 52 minutes 32 seconds West for 35.30 feet**; run thence **North 41 degrees 52 minutes 32 seconds West for 16.47 feet** to the **South** right-of-way of said **County Road No. 6**; run thence **North 81 degrees 52 minutes 44 seconds East** along the **South** right-of-way of said **County Road No. 6** for **29.59 feet**; run thence in a **Southeasterly** direction along the **South** right-of-way of said **County Road No. 6** along a curve to the right having a radius of **797.51 feet** for an arc distance of **243.47 feet**, a chord of **South 89 degrees 22 minutes 31 seconds East for 242.53 feet** to the **POINT OF BEGINNING**.

This **Declaration** may be amended by the **Declarant** without the consent of any **Owner**, holder of a **Security Interest**, **Eligible Security Interest Holder** or other **Person** as provided for in this **Declaration** or in order to exercise any **Development Rights** or **Special Declarant Rights** provided for in this **Declaration** and the **Act**. The **Declarant** shall have the right, privilege and option from time to time to amend the **Master Declaration**, **Amended Master Declaration**, any **Supplemental Declaration** and **Incremental Certificate of Amendment** without the consent of any **Owner** of a **Unit**, holder of a **Security Interest**, or other **Person** in order to exercise any rights granted to, or reserved by, the **Declarant** pursuant to the **Master Declaration**, **Amended Master Declaration**, any **Supplemental Declaration** or **Incremental Certificate of Amendment**.

Section 5.03. Subsequent Phase II.

A. Generally. The additional land described in **Section 5.02.** of this **Declaration**, which the **Declarant** may or may not submit to **Sunset Bay at Bon Secour Island Villas, a Condominium** at a future date or dates as **Phase II** of **Sunset Bay at Bon Secour Island Villas, a Condominium**, is not submitted to **Sunset Bay at Bon Secour Island Villas, a Condominium**. However, subject to and in accordance with the terms and provisions of this **Declaration**, said additional land, or a portion or portions of said additional land, including any portion or portions of **Phase II**, may be submitted to **Sunset Bay at Bon Secour Island Villas, a Condominium** in separate or different parcels at different times by amendment or amendments or **Incremental Certificate of Amendment** to this **Declaration**. No assurance is made concerning whether or not **Phase II** or any portion of **Phase II** will be or will not be submitted to **Sunset Bay at Bon Secour Island Villas, a Condominium** nor is any assurance made concerning the boundaries of **Phase II**. The exercise by the **Declarant** of any **Development Rights** or **Special Declarant Rights** on any portion of the **Real Property** does not obligate the **Declarant** to exercise any right in all or any other portion of the remainder of the **Real Property**.

B. Units. If **Phase II** is developed and is made subject to the terms of this **Declaration**, as provided for in this **Declaration**, **Phase II** shall consist of a number of **Units** such that the density (ratio of number of **Units** to land area) of **Phase II** is no greater than **twenty-two (22) Units** per acre of land included in **Phase II**. No **Unit** in **Phase II** shall contain less than **one thousand one hundred (1,100) square feet** of interior living space (including, if applicable, second and third floors).

The maximum number of **Units** which the **Declarant** reserves the right to create is **forty (40) Units** in all phases.

C. No Assurances. No assurances are made as to how many or what percentage of the **Units** which will be created will be restricted exclusively to residential use.

No assurances are made that any **Improvement** that may be erected pursuant to any **Development Rights** or **Special Declarant Rights** in any part of **Sunset Bay at Bon Secour Island Villas, a Condominium** will be compatible or will not be compatible with any existing **Improvements** in **Sunset Bay at Bon Secour Island Villas, a Condominium** in terms of architectural style, quality of construction and size.

No assurances are made concerning other **Improvements** that may be made and **Common Elements** or **Limited Common Elements** that may be created within any part of **Sunset Bay at Bon Secour Island Villas, a Condominium** pursuant to any **Development Rights** or **Special Declarant Rights** reserved by the **Declarant**.

No assurances are made as to the locations of any **Improvement** that may be made within any part of **Sunset Bay at Bon Secour Island Villas, a Condominium** pursuant to any **Development Rights** or **Special Declarant Rights** reserved by the **Declarant**.

No assurances are made that any **Units**, **Common Elements** or **Limited Common Elements** created pursuant to any **Development Rights** or **Special Declarant Rights** reserved by the **Declarant** will be of the same general types and sizes as the **Units**, **Common Elements** or **Limited Common Elements** within other parts of **Sunset Bay at Bon Secour Island Villas, a Condominium**.

No assurances are made that all restrictions in this **Declaration** affecting the use, occupancy and sale or lease of the **Units** will apply to any **Units** created pursuant to any **Development Rights** or **Special Declarant Rights** reserved by the **Declarant**.

No assurances are made concerning whether or not any **Unit**, **Common Element** or **Limited**

Common Element will be or will not be submitted to **Sunset Bay at Bon Secour Island Villas, a Condominium** nor is any assurance made concerning the boundaries of the **Units, Common Elements or Limited Common Elements**, the number of the **Units, Common Elements or Limited Common Elements**, or the order in which any **Unit, Common Element or Limited Common Element** may be or may not be included in **Sunset Bay at Bon Secour Island Villas, a Condominium** by the exercise of the **Development Rights or Special Declarant Rights** reserved to the **Declarant** by the **Act** and this **Declaration**. The exercise by the **Declarant** of any **Development Rights or Special Declarant Rights** on any portion of the **Real Property** does not obligate the **Declarant** to exercise said right in all or any other portion of the remainder of the **Real Property**.

No assurances are made that the proportion of the **Limited Common Elements to Units** created pursuant to any **Development Right or Special Declarant Right** reserved to the **Declarant** will be approximately equal to the proportion existing within other parts of **Sunset Bay at Bon Secour Island Villas, a Condominium**.

No assurances are made that the **Owner** of a **Unit** may or may not acquire the right to use a **Boat Slip** in **Sunset Bay**.

D. Phasing Amendments. **Phase II** may, from time to time, be added to, and made subject to, this **Declaration** by the execution, by the **Declarant** alone, of amendment or amendments or an **Incremental Certificate of Amendment** to this **Declaration**, which shall comply with the provisions of this **Declaration** and the **Act** and shall be recorded in the records of the **Office of the Probate Court of Baldwin County, Alabama**. Such **Incremental Certificate of Amendment** shall have attached exhibits similar to those attached to this **Declaration**, describing the land and property so submitted to **Sunset Bay at Bon Secour Island Villas, a Condominium** and this **Declaration** and containing such other information concerning said land and property and the **Improvements** constructed, or to be constructed, on said land and property as is required by the **Act** and by this **Declaration**.

E. Time Limitation. The right of the **Declarant** to add additional phases to **Sunset Bay at Bon Secour Island Villas, a Condominium** by **Incremental Certificate of Amendment** as provided in this **Declaration** shall cease and terminate **fifteen (15) years** from the date of the recording of this **Declaration** in the **Office of the Judge of Probate of Baldwin County, Alabama**, and only those phases which shall have been submitted to this **Declaration** prior to said date shall be deemed to have been validly submitted to this **Declaration**. Except as provided in this **Declaration**, no other time limitation shall be imposed on the right of the **Declarant** to add **Phase II**.

F. Effect. Once a phase has been submitted to the terms and provisions of this **Declaration**, said phase shall comprise a portion of **Sunset Bay at Bon Secour Island Villas, a Condominium**, to be governed by and subject to all of the provisions of the **Condominium Documents** to the extent that the **Condominium Documents** are not inconsistent with the provisions of the amendment adding **Phase II** to this **Declaration**.

Section 5.04. Agreement. Each **Person** who shall acquire any **Unit**, interest lien, or **Security Interest** in **Sunset Bay at Bon Secour Island Villas, a Condominium** upon any such **Unit**, regardless of whether said **Unit** shall be located in **Phase I or Phase II** or any portion of said phases shall be deemed, by accepting a **Deed** or conveyance of or otherwise acquiring such **Unit**, interest, lien or **Security Interest**, to have agreed and consented, within the meaning of this **Declaration** and of the **Act** to be bound by the terms and provisions of this **Declaration**, the **Master Declaration**, as amended by the **Amended Master Declaration**, and any **Supplemental Declaration** and to have further agreed and consented that any amendment to this **Declaration** executed by the **Declarant** alone pursuant to this **Declaration**, or any amendment to the **Master Declaration, Amended Master Declaration** or any **Supplemental Declaration**

shall be binding and effective as written notwithstanding the fact that the undivided interest of the **Unit** or **Owner** in the **Common Elements** will be changed by said amendment or notwithstanding the fact that any rights and interest of the **Owner** of a **Unit** in **Sunset Bay at Bon Secour Island Villas, a Condominium**, or the **Common Areas** in **Bon Secour** as defined in the **Master Declaration**, as amended by the **Amended Master Declaration**, or any **Supplemental Declaration** will be changed by said amendment.

Section 5.05. Proviso. Anything contained in this **Declaration** to the contrary notwithstanding, the **Declarant** does not commit to submit **Phase II**, in whole or in part, to **Sunset Bay at Bon Secour Island Villas, a Condominium**, and unless submitted to the terms of this **Declaration** under the provisions of this **Declaration**, the **Declarant**, shall have the right to develop **Phase II** or any portion of said **Phase II**, in any manner and to any extent that the **Declarant** sees fit or to decline to develop said **Phase II** entirely.

Section 5.06. Easements. There is reserved to the **Declarant**, and the successors and assigns of the **Declarant**, a nonexclusive easement for ingress, egress and utilities on, over, under and across the **Common Elements** and common areas of **Sunset Bay at Bon Secour Island Villas, a Condominium** to and from **Phase II**. Easements are reserved to the **Declarant**, and the successors and assigns of the **Declarant** throughout the **Common Elements** as may be reasonably necessary for the purpose of discharging the obligations of the **Declarant** or exercising any **Development Rights** or **Special Declarant Rights**. Easements are reserved to the **Declarant**, and the successors and assigns of the **Declarant**, and the **Master Association** throughout **Sunset Bay**, as more specifically provided in the **Master Declaration**, as amended by the **Amended Master Declaration**.

Each of the following easements is reserved to the **Association** for the benefit of the **Units** and **Owners**, their guests and lessees and is a covenant running with the **Real Property**:

A. Utilities and Drainage. Easements are reserved throughout **Sunset Bay at Bon Secour Island Villas, a Condominium** as may be required for **Utility Services** and drainage in order to adequately serve **Sunset Bay at Bon Secour Island Villas, a Condominium**. **Provided, However**, such easements to a **Unit** shall be only in accordance with the **Plans** or as the **Improvements** are constructed, unless approved in writing by the **Owner** of the **Unit**. Each **Unit** shall have an easement as may be required to adequately drain **Sunset Bay at Bon Secour Island Villas, a Condominium**. Each **Unit** and **Owner** shall have an easement in common with the **Owners** of all other **Units** to use all pipes, wires, ducts, cables, conduits, public utility lines and other **Common Elements** located in any of the other **Units** and serving said **Unit**. Each **Unit** shall be subject to an easement in favor of the **Owners** of all other **Units** to use all pipes, ducts, cables, wires, conduits, public utility lines and other **Common Elements** serving such other **Units** and located in such **Unit**. The **Association** shall have a right of access to each **Unit** to inspect the **Unit**, to remove violations from the **Unit**, and to maintain, repair or replace the **Common Elements**; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the **Owners** permitted use of the **Unit**, and except in the event of emergency, entries shall not be made without prior notice to the **Owner**.

B. Encroachments. If any portion of the **Common Elements** encroaches upon any **Unit**, or if any **Unit** encroaches upon any other **Unit** or upon any portion of the **Common Elements** as a result of the construction of any **Improvement**, or if any such encroachment shall occur as a result of settling or shifting of any **Improvement**, a valid easement for the encroachment and for the maintenance of the same shall exist so long as such **Improvement** stands. In the event any **Improvement**, any **Unit**, any adjoining **Unit**, or any adjoining **Common Element** shall be partially or totally destroyed as a result of fire, or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the **Common Elements** upon any **Unit** or of any **Unit** upon any other **Unit** or upon any portion of the **Common Elements** due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance of said encroachments and **Common Elements** shall exist so long as such

Improvement shall stand.

C. Support. Each **Unit** shall have an easement of support and of necessity and shall be subject to an easement of support and of necessity in favor of all other **Units**, and the **Common Elements**.

D. Access. Each **Unit** shall have an easement for pedestrian traffic over, through and across sidewalks, paths, walks, lobbies, elevators, stairways, walkways and lanes and light passage ways, as the same may from time to time exist in the **Common Elements**; and for ingress and egress over, through and across such portions of the **Common Elements** as may from time to time be paved and intended for such purposes, but said easement shall not give or create in any **Person** the right to park on any portion of **Sunset Bay at Bon Secour Island Villas, a Condominium** not designated as a parking area nor shall said easement give or create in any **Person** the right to use or occupy a **Limited Common Element** designated for the exclusive use of others. This easement shall be nonexclusive and shall include the right of ingress and egress upon and over **Common Elements** providing such access and as shown on the **Plans**.

Section 5.07. General Description of Improvements on Phase I. **Phase I** of **Sunset Bay at Bon Secour Island Villas, a Condominium** consists essentially of **one (1) Building**, together with automobile parking areas, swimming pool, lawn and landscaping and other facilities and other **Common Elements** and **Limited Common Elements** as more particularly set forth in this **Declaration** and in the **Plans**. The **Building** contains **five (5) levels** (stories), including one ground level. The ground level (story) or first floor consists of various storage and equipment rooms and automobile parking spaces. The next levels (stories), **two (2) through five (5)**, inclusively, contain residential **Units**. All levels of **Phase I** of **Sunset Bay at Bon Secour Island Villas, a Condominium** contain **Common Elements** and common property and equipment. The **Building** contains a total of **twenty-four (24)** residential **Units**.

Section 5.08. Units in Phase I. (Private Elements). Each **Unit** is assigned a number or letter or a combination of numbers or letters, which is indicated on the **Plans** so that no **Unit** bears the same designation as any other **Unit**. The legal description of each **Unit** shall consist of the identifying number or letter or a combination of numbers or letters as shown on the **Plans**, the name of **Sunset Bay at Bon Secour Island Villas, a Condominium**, and shall refer to **Baldwin County, Alabama** and the **Judge of Probate of Baldwin County, Alabama**, and the recording reference of this **Declaration**. The description and location of the particular **Units** and the appurtenances are determined with the aid of the **Plans**. The **Unit** boundaries are determined as follows:

A. Horizontal Boundaries. (Planes). The upper and lower boundaries extended to their planer intersections with the vertical boundaries of each **Unit** shall be:

1. **Upper Boundary.** The horizontal plane of the unfinished lower interior surface of the uppermost ceiling.

2. **Lower Boundary.** The horizontal plane of the unfinished upper interior surface of the floor.

B. Vertical Boundaries. (Planes). The vertical boundaries of each **Unit** shall be the vertical planes of the interior surfaces of exterior windows and glass doors bounding a **Unit** and the unfinished interior surfaces of the walls and entry doors bounding the **Unit**, excluding paint, wall coverings and light coverings, extended to their planer intersections with each other and with the upper and lower boundaries.

Section 5.09. Type of Units in Phase I. The different types of **Units** are more specifically shown on the **Plans** and are generally described as follows:

There are **three (3)** types of **Units**:

Type "A" - Units are residential **Units** as described in this **Declaration** and are designated on the **Plans** as **Type "A" Units**. Each **Type "A" Unit** has **three (3)** bedrooms, **three (3)** bathrooms, a living area and a kitchen and contains approximately **one thousand eight hundred eight (1,808) square feet** of living area. There are **eight (8) Type "A" Units** in the **Building**.

Type "B" - Units are residential **Units** as described in this **Declaration** and are designated on the **Plans** as **Type "B" Units**. Each **Type "B" Unit** has **two (2)** bedrooms, **two (2)** bathrooms, a living area and a kitchen and contains approximately **one thousand two hundred ninety (1,290) square feet** of living area. There are **eight (8) Type "B" Units** in the **Building**.

Type "C" - Units are residential **Units** as described in this **Declaration** and are designated on the **Plans** as **Type "C" Units**. Each **Type "C" Unit** has **three (3)** bedrooms, **three (3)** bathrooms, a living area and a kitchen and contains approximately **two thousand twenty-nine (2,029) square feet** of living area. There are **eight (8) Type "C" Units** in the **Building**.

Section 5.10. Unit Ownership. Each **Owner** shall be entitled to the exclusive ownership and possession of the **Unit** of said **Owner**. Each **Owner** shall have the unrestricted right of ingress and egress to the **Unit** of said **Owner**, which right shall be an appurtenance to such **Unit**. The **Private Elements** of each **Unit** shall consist of the following:

A. **Air Space.** The air space of the area of the **Building** lying within the **Unit** boundaries.

B. **Surfacing Materials.** The surfacing materials on the interior of the exterior walls and on interior walls separating one **Unit** from another **Unit**. This is not intended to include the sheetrock on any common party walls falling between **Units**. Such sheetrock is a **Common Element**.

C. **Interior Walls.** The structural components and surfacing materials of all interior walls located within the boundaries of the **Unit**.

D. **Floors and Ceilings.** The structural components and surfacing materials of the floors and ceilings of the **Unit**.

E. **Hardware and Fixtures.** All bathtubs, toilets and sinks, the range, refrigerator, dishwasher, hot water heater, lighting fixtures and all hardware and interior and exterior wall fixtures except those exterior lighting fixtures assigned to the common use of **Sunset Bay at Bon Secour Island Villas, a Condominium**, and the power meter and appurtenances.

F. **Finishing Materials.** All interior trim and finishing materials.

Section 5.11. Surfaces. An **Owner** shall not be deemed to own the structural components of the perimeter wall and/or load-bearing walls, nor the windows and doors bounding the **Units**. An **Owner**, however, shall be deemed to own and shall have the exclusive right and duty to repair and maintain, paint, repaint, tile, wax, paper or otherwise finish and decorate the surfacing materials on the interior of exterior walls and on interior walls separating a **Unit** from other **Units**, and the surfacing materials of the floors of the **Unit** of said **Owner**; all window screens; and all appurtenant installations, including all pipes, ducts, wires, cables and conduits used in connection with said installations and said **Unit** for services such as power, light, telephone, sewer and water, whether located in the boundaries of the **Unit** or in common areas, which are for the exclusive use of the **Unit**; and all ceilings and partition walls. An **Owner** shall have the exclusive right and duty to wash and keep clean the interior and exterior surfaces of windows and doors bounding the **Unit**

of said Owner. **Provided, However**, anything else contained in this **Declaration** to the contrary notwithstanding, all heating and air conditioning systems shall be maintained by the **Association**.

Section 5.12. Changes. The **Declarant** reserves the right to change the interior design and arrangement of any or all **Units** owned by the **Declarant**. The **Declarant** further reserves the right to alter the boundaries between **Units**, which said change shall be reflected by an amendment of this **Declaration**, which may be executed by the **Declarant** alone, notwithstanding the procedures for amendment described in this **Declaration**. However, no such change of boundaries shall increase the number of **Units**, nor alter the boundaries of the **Common Elements** without amendment of this **Declaration** in the manner described in this **Declaration**. If the boundaries of more than **one (1) Unit** are altered, the **Declarant** shall appropriately reapportion the shares of the **Common Elements** which are allocated to the altered **Units**. **Provided, However**, the **Special Declarant Rights** granted by this **Section 5.12** must be exercised on or before **fifteen (15) years** from the date of the recording of this **Declaration** in the **Office of the Judge of Probate of Baldwin County, Alabama**. No assurance is made concerning whether or not any **Unit** will be or will not be changed by the **Declarant** nor is any assurance made concerning the nature, character or quality of said change. The exercise by the **Declarant** of the **Special Declarant Rights** to change a **Unit** does not obligate the **Declarant** to exercise said right in any **one (1)** or all of the other **Units** in **Sunset Bay at Bon Secour Island Villas, a Condominium**.

Section 5.13. Common Elements in Sunset Bay at Bon Secour Island Villas, a Condominium. Any right, title or interest in a **Unit** shall automatically carry with said **Unit** as an appurtenance and without the necessity of specific reference to the respective undivided share of said **Unit** in the **Common Elements** in **Sunset Bay at Bon Secour Island Villas, a Condominium** and a right to use the **Common Elements** in **Sunset Bay at Bon Secour Island Villas, a Condominium** in conjunction with the other **Owners**. The **Common Elements** of **Sunset Bay at Bon Secour Island Villas, a Condominium** are all portions of **Sunset Bay at Bon Secour Island Villas, a Condominium** other than the **Units** and will include the common areas and facilities located substantially as shown on the **Plans**. Such common areas and facilities will include the following:

A. Real Property. All of the **Real Property** together with the rights and obligations of the **Declarant** retained in the **Non-Exclusive Private Easement and Maintenance Agreement** pertaining to **Todd Lane**.

B. Improvements. All **Improvements** and parts of the **Real Property** which are not a **Unit** or **Private Element**.

C. Parking Areas. All parking areas (even if assigned to the exclusive use of a **Unit**), driveways and other means of ingress and egress.

D. Mechanical Systems. The mechanical systems and installations providing service to a **Building**, or to any **Unit**, such as electrical power, gas, light, hot and cold water, heating and air conditioning, fireplace, sanitary and storm sewer facilities and including all lines, pipes, ducts, flues, chutes, conduits, cables, wires and all other apparatus and installations in connection with said mechanical systems and installations, whether designated as a **Limited Common Element** or located in the **Common Elements** or in the **Units**, except when said systems service only that **Unit**.

E. Personal Property. All tangible personal property required for the maintenance and operation of **Sunset Bay at Bon Secour Island Villas, a Condominium** and for the common use and enjoyment of the **Owners**.

F. Recreation Areas. Recreation areas and facilities.

G. **Foundations.** All foundations, slabs, columns, beams and supports of the **Building** and such component parts of exterior walls and walls separating **Units**, roofs, floors and ceilings as are not described in this **Declaration** as **Private Elements**.

H. **Lawn Areas.** Lawn areas, landscaping, walkways, sidewalks and curbs.

I. **Exterior Steps.** Exterior steps, ramps, handrails, stairs and stairwells.

J. **Equipment.** All tanks, pumps, pump houses, wells, motors, fans, compressors and control equipment, fire fighting equipment, elevator equipment and garbage equipment which are not reserved for the use of certain **Owners**.

K. **Lights.** All area outdoor and exterior lights not metered to individual **Units** and supports and all entrance and related type signs.

L. **Patios, etc.** The patios, balconies, terraces, porches, storage areas and doorsteps or stoops affixed to each **Unit**, if any, even though designated as a **Limited Common Element**.

M. **Common Use.** All other parts of **Sunset Bay at Bon Secour Island Villas, a Condominium** existing for the common use or necessity of the existence, maintenance and safety of **Sunset Bay at Bon Secour Island Villas, a Condominium**.

N. **Other Items.** All other items listed as **Common Elements** in the **Act**.

Section 5.14. Limited Common Elements in Sunset Bay at Bon Secour Island Villas, a Condominium. The **Limited Common Elements** located on the **Condominium Property**, the **Unit** to which they are assigned and the obligation to maintain said **Limited Common Elements** are as follows:

The patio, balcony, terrace or porch abutting each **Unit**, including the storage closet or area, if any, located on said balcony, and any heating and air conditioning unit serving only one **Unit**, are **Limited Common Elements** appurtenant to those **Units** to which they attach and whose use is restricted to the **Units** to which they are appurtenant. Doorsteps or stoops, if any, providing access to a patio, balcony, terrace or porch are assigned as a **Limited Common Element** to the **Unit** to which the patio, balcony, terrace or porch serves. The maintenance, repair, upkeep and replacement of each patio, balcony, terrace or porch, storage area, if any, and the doorsteps or stoops, if any, providing access thereto and the heating and air conditioning unit serving only one **Unit** shall be the exclusive responsibility of the **Owner** to which that patio, balcony, terrace or porch and storage area, if any, or heating and air conditioning unit shall be appurtenant. The boundary lines of each patio, balcony, terrace or porch and storage area, if any, attached to a **Unit** are the interior vertical surfaces thereof and the exterior unpainted finished surface of the perimeter baluster or railing abutting the patio, balcony, terrace or porch and shall include the interior of the storage area, if any.

Section 5.15. Conservation Easement.

A. **Creation of Conservation Easement and Conservation Easement Land.** A **Conservation Easement** of the nature and character and to the extent set forth in this **Section 5.15**, is imposed on that part of **Sunset Bay at Bon Secour Island Villas, a Condominium** more particularly described as follows, to-wit (the "**Conservation Easement Land**"):

Commence at the **Northwest** corner of **Sunset Bay at Bon Secour** as recorded on **Slides 2128-E and 2128-F, Probate Records, Baldwin County, Alabama** for the **POINT OF BEGINNING**; run in a **Northwesterly** direction along the **South** right-of-way of **Baldwin County Road Number 6** along a curve to the right having a radius of **1641.70 feet** for an arc

distance of **28.67 feet**; a chord of **North 73 degrees 18 minutes 55 seconds West** for **28.67 feet**; run thence **North 72 degrees 48 minutes 54 seconds West** for **117.27 feet**; run thence in a **Northwesterly** direction along said right of way along a curve to the left having a radius of **797.51 feet** for an arc distance of **108.66 feet**, a chord of **North 76 degrees 43 minutes 06 seconds West** for **108.58 feet**; run thence **South 08 degrees 12 minutes 16 seconds West** for **5.01 feet**; run thence **South 18 degrees 56 minutes 45 seconds West** for **30.75 feet**; run thence **South 53 degrees 43 minutes 08 seconds East** for **25.26 feet**; run thence **South 71 degrees 17 minutes 13 seconds East** for **23.93 feet**; run thence **South 30 degrees 33 minutes 06 seconds West** for **25.28 feet**; run thence **South 06 degrees 07 minutes 48 seconds West** for **39.52 feet**; run thence **North 69 degrees 23 minutes 01 seconds West** for **42.88 feet**; run thence **South 21 degrees 34 minutes 48 seconds West** for **11.73 feet**; run thence **South 66 degrees 36 minutes 22 seconds West** for **23.56 feet**; run thence **North 31 degrees 01 minutes 49 seconds West** for **22.32 feet**; run thence **South 37 degrees 11 minutes 07 seconds West** for **22.38 feet**; run thence **South 48 degrees 50 minutes 05 seconds West** for **24.22 feet**; run thence **South 15 degrees 13 minutes 13 seconds West** for **15.67 feet**; run thence **South 39 degrees 11 minutes 38 seconds West** for **10.71 feet**; run thence **North 52 degrees 42 minutes 10 seconds West** for **14.32 feet**; run thence **North 26 degrees 56 minutes 27 seconds West** for **26.39 feet**; run thence **South 56 degrees 16 minutes 34 seconds West** for **38.47 feet**; run thence **South 62 degrees 50 minutes 20 seconds West** for **29.42 feet**; run thence **North 77 degrees 12 minutes 04 seconds West** for **21.56 feet**; run thence **North 21 degrees 57 minutes 19 seconds West** for **20.15 feet**; run thence **North 35 degrees 52 minutes 04 seconds East** for **28.46 feet**; run thence **North 38 degrees 12 minutes 16 seconds East** for **25.43 feet**; run thence **North 36 degrees 06 minutes 11 seconds West** for **31.24 feet**; run thence **North 12 degrees 29 minutes 50 seconds West** for **22.61 feet**; run thence **North 72 degrees 52 minutes 45 seconds West** for **32.77 feet**; run thence **North 41 degrees 52 minutes 32 seconds West** for **35.30 feet**; run thence **North 41 degrees 52 minutes 32 seconds West** for **16.47 feet**; run thence **South 81 degrees 52 minutes 44 seconds West** for **241.58 feet**; run thence in a **Southwesterly** direction along said right of way along a curve to the right having a radius of **1947.50** for **343.09 feet**, a chord of **South 86 degrees 55 minutes 32 seconds West** for **342.64 feet**; run thence **North 88 degrees 01 minutes 39 seconds West** for **801.23 feet**; run thence **South 32 degrees 15 minutes 00 seconds West** for **572.81 feet**; run thence **South 25 degrees 41 minutes 38 seconds East** for **13.05 feet**; run thence **South 37 degrees 00 minutes 49 seconds East** for **28.59 feet**; run thence **South 20 degrees 25 minutes 22 seconds East** for **30.89 feet**; run thence **South 80 degrees 16 minutes 03 seconds East** for **22.37 feet**; run thence **South 56 degrees 15 minutes 24 seconds East** for **27.19 feet**; run thence **North 88 degrees 53 minutes 45 seconds East** for **34.62 feet**; run thence **South 62 degrees 09 minutes 44 seconds East** for **37.46 feet**; run thence **South 45 degrees 40 minutes 33 seconds East** for **28.50 feet**; run thence **South 35 degrees 00 minutes 49 seconds East** for **34.80 feet**; run thence **South 09 degrees 20 minutes 35 seconds East** for **38.16 feet**; run thence **South 24 degrees 59 minutes 22 seconds West** for **29.64 feet**; run thence **South 01 degrees 01 minutes 05 seconds West** for **34.56 feet**; run thence **South 56 degrees 03 minutes 16 seconds East** for **26.67 feet**; run thence **South 10 degrees 32 minutes 43 seconds East** for **33.97 feet**; run thence **South 78 degrees 30 minutes 00 seconds East** for **383.25 feet** to Point "A"; thence meander along the shoreline of the Intracoastal Canal to the North right of way of the Intracoastal Canal, a point that is **South 78 degrees 30 minutes 00 seconds East** and **178.46 feet** from Point "A"; run thence **South 78 degrees 30 minutes 00 seconds East** along the North right of way of the Intracoastal Canal for **1463.01 feet**; run thence **North 00 degrees 39 minutes 00 seconds East** for **1141.82 feet** to the South right of way of Baldwin County Road No. 6 and the

POINT OF BEGINNING.

B. Purpose. Subject to the provisions and reservation of rights contained in this **Section 5.15.**, the purposes of the **Conservation Easement** are to assure that the **Conservation Easement Land** will be retained forever predominantly in its natural, scenic and open condition; to protect any rare plants, animals, or plant communities on the **Conservation Easement Land**; and to prevent any use of the **Conservation Easement Land** that will significantly impair or interfere with the conservation values or interests of the **Conservation Easement Land**; and to provide for nature trails, bike and jogging trails and nature observation stations.

C. Duration of Easement. This **Conservation Easement** shall be perpetual and is an easement in gross and runs with the **Conservation Easement Land**.

D. Reservation of Rights. Notwithstanding any of the provisions contained in this **Section 5.15.** to the contrary, and in addition to any other rights or interests reserved to the **Declarant** by this **Declaration** and the **Act**, the following rights are reserved:

- (i) The right to subdivide or re-zone the **Conservation Easement Land**.
- (ii) The right to construct boardwalks, paths, cart paths and walkways over and across the **Conservation Easement Land** as determined by the **Declarant** and/or the **Association**.
- (iii) The right to cut, burn, or remove from the **Conservation Easement Land** (a) nuisance exotic or non-native species plants, (b) such trees, shrubs, and herbaceous vegetation which have fallen or threaten to fall across a trail or other improvement, and (c) other vegetation.
- (iv) The right to the continued use and enjoyment of the **Conservation Easement Land** for purposes which are not prohibited in the **Conservation Easement** and do not result in injury to the conservation value of the **Conservation Easement Land**.
- (v) Such other rights and privileges incident to ownership of the **Conservation Easement Land** which are not prohibited in the **Conservation Easement** and do not result in injury to the conservation value of the **Conservation Easement Land**.

E. Special Provisions.

- (i) **Amendment.** If circumstances arise under which an amendment to or modification of this **Conservation Easement** would be appropriate, the **Declarant** reserves the **Special Declarant Right** for a period of **fifteen (15) years** from the date of the recording of this **Declaration** to amend the provisions of this **Section 5.15.** and to require consent by the **Declarant** to any proposed amendment or modification proposed by the **Association**. After the expiration of the **fifteen (15) year Special Declarant Right** established in this **Section 5.15.**, the **Association**, acting alone, may amend this **Conservation Easement** so long as the amendment by the **Association** complies with the amendment provisions of this **Declaration**.
- (ii) **No Effect on Other Property.** This **Conservation Easement** shall have

no effect whatsoever on any real property not included within the **Conservation Easement Land**. Specifically, this **Conservation Easement** shall not restrict or affect in any way the activities on or use of any real property owned by the **Declarant**, including any property in **Sunset Bay**, or any **Common Elements** or **Units** within **Sunset Bay at Bon Secour Island Villas, a Condominium** which lie outside of the **Conservation Easement Land**, whether or not any such activities or uses have any impact on the real property.

Section 5.16. Sunset Bay.

A. General. **Sunset Bay** is subject to the **Master Declaration**. The **Master Declaration** has been amended by the **Amended Master Declaration**. By **Supplemental Declaration, Sunset Bay at Bon Secour Island Villas, a Condominium** has been, or will be, to a limited extent, annexed into **Sunset Bay**. The **Amended Master Declaration** and **Supplemental Declaration** grant certain limited rights to the **Owners of Units in Sunset Bay at Bon Secour Island Villas, a Condominium** pertaining to **Sunset Bay**. The use of the **Common Areas in Sunset Bay** is subject to and governed by the provisions of the **Master Declaration**, as amended by the **Amended Master Declaration**, the **Supplemental Declaration, Articles of Incorporation of the Master Association, By-Laws of the Master Association and Rules and Regulations of the Master Association**. Acquiring a **Unit in Sunset Bay at Bon Secour Island Villas, a Condominium** does not automatically give the right to a **Unit Owner** to use a **Boat Slip in Sunset Bay**. The right to use a **Boat Slip in Sunset Bay** may or may not be granted by separate agreement. The **Declarant** makes no assurance to an **Owner of a Unit in Sunset Bay at Bon Secour Island Villas, a Condominium**, that said **Owner** will acquire any right to use a **Boat Slip in Sunset Bay**. The **Master Declaration** grants to the **Declarant** without the assent of any owner of a **Lot in Sunset Bay**, the right, privilege or option to annex to **Sunset Bay**, any of the **Additional Property** as described in the **Master Declaration**. Reference is made to the **Master Declaration, Amended Master Declaration and Supplemental Declaration**.

B. Master Declaration. The **Master Declaration** does not apply to or encumber the **Condominium Property** or the rights of the **Owners of Units in Sunset Bay at Bon Secour Island Villas, a Condominium** to use the **Condominium Property**, except as is specifically set out in the **Amended Master Declaration and Supplemental Declaration** which provides, among other things, for the right of the **Master Association** to impose assessments and liens for assessments on **Units in Sunset Bay at Bon Secour Island Villas, a Condominium** as described in the **Amended Master Declaration, Supplemental Declaration** and in this **Section 5.16.**

C. Master Association Assessments. In addition to any other **Assessments** provided for in this **Declaration**, each **Owner of a Unit in Sunset Bay at Bon Secour Island Villas, a Condominium** shall be assessed by the **Master Association** and is individually liable to the **Master Association** for the **Master Association Assessments**, as provided for in the **Master Declaration**, as amended by the **Amended Master Declaration** and the **Supplemental Declaration**. The **Master Declaration**, as amended by the **Amended Master Declaration**, and the **Supplemental Declaration** grants to the **Master Association** a lien on each **Unit in Sunset Bay at Bon Secour Island Villas, a Condominium** and its appurtenant undivided interest in **Common Elements and Limited Common Elements**.

The **Master Declaration**, as amended by the **Amended Master Declaration**, and the **Supplemental Declaration**, provide for separate budgets and separate assessments for **Lots in Sunset Bay and Boat Slips in Sunset Bay**. All of the provisions of the **Amended Master Declaration** pertaining to assessments and liens for assessments on **Units in Sunset Bay at Bon Secour Island Villas, a Condominium** are incorporated in this **Declaration** as if fully set out.

D. **Voting Rights in Master Association**. Each **Owner** of a **Unit** shall be entitled to the vote in the **Master Association** as provided for in the **Amended Master Declaration** and in any **Supplemental Declaration**. The **Supplemental Declaration** annexing **Phase I of Sunset Bay at Bon Secour Island Villas, a Condominium**, may be amended to change the numerical value of the vote and percent share of common expenses in the **Master Association**, all as provided for in the **Amended Master Declaration** and any **Supplemental Declaration**. All of the provisions of the **Amended Master Declaration** and **Supplemental Declaration** pertaining to membership and voting rights in the **Master Association** are incorporated in this **Declaration** as if fully set out. The **Amended Master Declaration** and **Supplemental Declaration** do not grant the **Owners of Units** a vote in the **Master Association** equal to the vote granted to owners of **Lots** in **Sunset Bay**.

Section 5.17. Todd Lane. Ingress to and egress from **Phase I of Sunset Bay at Bon Secour Island Villas, a Condominium** is over and across a portion of a road known as **Todd Lane** as more specifically described in the **Non-Exclusive Private Easement and Maintenance Agreement**. The **Declarant** has entered into the **Non-Exclusive Private Easement and Maintenance Agreement** pertaining to a portion of **Todd Lane** which is more accurately depicted on the site plan which is part of the **Plans**. The provisions of the **Non-Exclusive Private Easement and Maintenance Agreement** are incorporated in this **Declaration** as if fully set out. Also, the **Declarant** may or may not execute and deliver to **Baldwin County, Alabama** an instrument granting to **Baldwin County, Alabama** a right-of-way over and across the **West ten (10) feet** of the **Real Property**. There is no assurance that the **Declarant** will execute and deliver to **Baldwin County, Alabama** an instrument granting said right-of-way. There is a legal question as to whether or not all of **Todd Lane** is a private road or public road. No assurance is made by the **Declarant**: (i) whether or not **Todd Lane** is a private road or public road nor whether or not **Todd Lane** will be maintained by any governmental authority, or (ii) whether or not **Todd Lane** is a private road and will or will not be properly maintained. The actual location of the roadway known as **Todd Lane** may or may not be located within the legal description set out in the **Non-Exclusive Private Easement and Maintenance Agreement**, but failure of said roadway to actually be located within said legal description shall not affect the non-exclusive private easement and maintenance agreement described in the **Non-Exclusive Private Easement and Maintenance Agreement**.

The use of **Todd Lane** by the **Owners of Units** in **Sunset Bay at Bon Secour Island Villas, a Condominium** is not exclusive, but is non-exclusive, and the use of **Todd Lane** is subject to the rights of other parties to use **Todd Lane**.

The **Association** shall be obligated to contribute to the maintenance of **Todd Lane** in accordance with the provisions of the **Non-Exclusive Private Easement and Maintenance Agreement**. The **Association** does, by this **Declaration**, assume the obligations of the **Declarant** under the **Non-Exclusive Private Easement and Maintenance Agreement**. The contribution by the **Association** for the maintenance of **Todd Lane** will be made from the **Budget** of the **Association** which **Budget** shall be funded by **Assessments** and secured by liens for **Assessments** against **Owners of Units** in **Sunset Bay at Bon Secour Island Villas, a Condominium**. Other parties are obligated to contribute to maintenance of that portion of **Todd Lane** described in the **Non-Exclusive Private Easement and Maintenance Agreement**. No assurance is made by the **Declarant** that the other parties obligated to contribute to maintenance of that portion of **Todd Lane** described in the **Non-Exclusive Private Easement and Maintenance Agreement** will or will not make contribution to the maintenance. There is no provision in the **Non-Exclusive Private Easement and Maintenance Agreement** to enforce the payment of the maintenance obligations by the parties. Other parties may have the right to use **Todd Lane** and may not be obligated to contribute to the maintenance and upkeep of **Todd Lane**. The **Non-Exclusive Private Easement and Maintenance Agreement** and the non-exclusive easement over and across **Todd Lane** are subject to this **Declaration** and the exceptions to title set out in **Section 3.02**. of this **Declaration**.

Article VI
Common Elements

Section 6.01. Ownership of the Common Elements.

A. Phase I. Each **Unit** in **Phase I** of **Sunset Bay at Bon Secour Island Villas, a Condominium** shall have an equal undivided interest in the **Common Elements**.

B. Phase II. Upon the incorporation of **Phase II** into **Sunset Bay at Bon Secour Island Villas, a Condominium** by amendment or amendments or **Incremental Certificate of Amendment** as elsewhere provided in this **Declaration**, the percentage of undivided interest of each **Unit** in the **Common Elements** shall be redetermined in accordance with this **Section 6.01.B**. In the event of, and upon, the submission of **Phase II** to **Sunset Bay at Bon Secour Island Villas, a Condominium** in accordance with the provisions of this **Declaration**, there shall be allocated to each **Unit** in **Phase I** and **Phase II**, an equal undivided interest in all **Common Elements** in both phases. The undivided interest to be allocated to each **Unit** within **Phase II** shall be determined in the manner provided in the amendment or amendments or the **Incremental Certificate of Amendment** to this **Declaration** by which **Phase II** is submitted to **Sunset Bay at Bon Secour Island Villas, a Condominium**.

C. Ownership of the Common Elements. The ownership interest in the **Common Elements** shall be an undivided interest, and except as provided in the **Act** and this **Declaration** shall remain undivided. No **Owner** shall bring any action for partition or division of the **Common Elements**. The ownership interest in the **Common Elements** shall not be conveyed, transferred, encumbered or otherwise affected separate from the ownership of the **Unit**, and any agreement to the contrary shall be void. Each **Owner**, and the holder of a **Security Interest** or lien on, or other interest in, any **Unit**, shall be deemed by the acceptance of a conveyance of, title to, or **Security Interest** or lien on such **Unit**, to have agreed and consented, within the meaning of this **Declaration** and the **Act** to such change or changes in the interest of the **Unit** in the **Common Elements** and **Common Surplus** and the share of each **Unit** of the **Common Expenses** as may result from the addition, if any, of further phases, and to have so agreed and consented to any amendment or amendments to this **Declaration** effectuating the same.

Section 6.02. Use. Each **Owner** shall have the right to use the **Common Elements** (except any portions of the **Common Elements** designated as a **Limited Common Element** and restricted to the exclusive use of and as an appurtenance to a **Unit** and subject to any portion subject to leases made by or assigned to the **Board of Directors** and the exclusive and semi-exclusive parking spaces and areas) in conjunction with the **Owners** of other **Units** as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of **Sunset Bay at Bon Secour Island Villas, a Condominium**. The right to use the **Common Elements** shall be subject to and governed by the provisions of the **Act**, **Condominium Documents** and the **Rules and Regulations**. In addition, the **Association** shall have the authority to lease, grant concessions or grant easements with respect to parts of the **Common Elements** subject to the provisions of the **Declaration** and **By-Laws**.

Section 6.03. Share of Common Expenses and Limited Common Expenses. Each **Owner** shall be assessed and is individually liable for a proportionate share of the **Common Expenses** and the proportionate share of the **Common Expenses** shall be equal. Each **Owner** shall be assessed and is individually liable for the **Limited Common Expenses** in connection with the patio, balcony, terrace or porch and storage area and the doorsteps or stoops, if any, as set out in **Section 5.14**, of this **Declaration**. Payment of **Common Expenses** and **Limited Common Expenses** shall be in such amounts and at such times as determined by the **Association** and by the **By-Laws**. **Assessments** shall be collected by the **Association** on a monthly basis or as otherwise determined by the **Board of Directors**. No **Owner** shall be exempt from payment of the proportionate share of the **Common Expenses** or **Limited Common Expenses**

by waiver or nonuse or nonenjoyment of the **Common Elements** or **Limited Common Elements** or by abandonment of the **Unit** of said **Owner**. **Common Expenses** and **Limited Common Expenses** shall include but shall not necessarily be limited to expenditures made or liabilities incurred by the **Association**, together with payments or obligations to reserve accounts.

In addition to any assessments provided for in this **Declaration**, each **Owner** of a **Unit** shall be assessed and is individually liable for the assessments and shall be subject to a lien on the **Unit** of said **Owner** as provided for in the **Master Declaration**, as amended by the **Amended Master Declaration**, and any **Supplemental Declaration**.

Reference is made to **Section 5.17**, of this **Declaration** pertaining to the assessments in connection with **Todd Lane**.

Section 6.04. Late Payment of Assessments. Assessments for **Common Expenses** and **Limited Common Expenses**, and installments of said **Assessments**, paid on or before **fifteen (15) days** after the date when due shall bear no interest, but all sums not paid on or before **fifteen (15) days** after the date when due shall bear such late charges, penalties, interest and other costs and expenses, at a rate set by the **Board of Directors**, but not to exceed the maximum legal rate, together with all expenses, including Attorney's fees incurred by the **Association** in any undertaking to collect such unpaid **Assessments** and expenses. All payments upon account shall be first applied to such late charges, penalties, interests and other costs and expenses, including Attorney's fees, and then to the **Assessment** payment due. The **Association** may, in the manner provided for in the **By-Laws**, after notice and an opportunity to be heard, levy reasonable fines for violations of this **Declaration**, the **By-Laws** and **Rules and Regulations**.

Section 6.05. Liens for Assessments. The **Association** is granted a lien upon each **Unit** and the appurtenant undivided interest of the **Unit** in the **Common Elements** and **Limited Common Elements** and upon the goods, furniture and effects belonging to the **Owner** and located in such **Unit**, which lien shall secure and does secure the moneys due for all **Assessments** levied against the **Owner** and/or **Unit** which lien shall also secure such late charges, penalties and interest, if any, which may be due on the amount of any delinquent **Assessment** owing to the **Association** and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by the **Association** in enforcing this lien upon said **Unit** and the appurtenant undivided interest of said **Unit** in the **Common Elements** or **Limited Common Elements**.

The **Amended Master Declaration** and any **Supplemental Declaration** grant to the **Master Association** a lien upon each **Unit** in **Sunset Bay at Bon Secour Island Villas, a Condominium** and its appurtenant undivided interest in **Common Elements** and **Limited Common Elements**.

Section 6.06. Priority of Lien. The **Association** shall have a lien for nonpayment of **Common Expenses** and **Limited Common Expenses** as is provided by the **Act**. In any suit for the foreclosure of a lien for **Assessments**, the **Association** shall be entitled to rental from the **Unit** and **Owner** from the date on which the payment of any **Assessment** or installment becomes delinquent and shall be entitled to the appointment of a receiver for said **Unit**, without notice to the **Owner**. The rental required to be paid shall be equal to the rental charged on comparable types of dwellings in the area in which **Sunset Bay at Bon Secour Island Villas, a Condominium** is located. The lien granted to the **Association** shall further secure such advances for taxes and other payments which may be required to be advanced or paid by the **Association** in order to preserve and protect the lien of the **Association**, and the **Association** shall further be entitled to interest at a rate set by the **Board of Directors** but in no case shall said interest exceed the maximum legal rate on any such advances made for such purposes. All **Persons** who shall acquire, by whatever means, any interest in the ownership of any **Unit**, or who may be given or acquire a **Security Interest**, lien or other encumbrance on any **Unit**, are placed on notice of the lien granted to the **Association**. A lien for **Common Expenses** or **Limited Common Expenses** shall not be affected by any sale or transfer of a **Unit**, except as

provided in this **Declaration**. A sale or transfer of a **Unit** pursuant to a foreclosure of a first **Security Interest** held by an **Eligible Security Interest Holder** shall extinguish a subordinate lien for **Assessments** which became payable prior to such sale or transfer.

Provided, However, a sale or transfer pursuant to a foreclosure of a first **Security Interest** held by an **Eligible Security Interest Holder** shall not extinguish the lien of the **Association** to the extent of the **Common Expense Assessments** and **Limited Common Expense Assessments** based on the periodic budget adopted by the **Association** pursuant to the **Act** which would have become due in the absence of acceleration during the **six (6) months** immediately preceding the institution of an action to enforce the lien. However, any such delinquent **Assessments** which were extinguished pursuant to the foregoing provision may be reallocated and assessed to all of the **Units** as a **Common Expense**. Any such sale or transfer of a **Unit** pursuant to foreclosure does not relieve the purchaser or transferee of a **Unit** from liability for, nor the **Unit** from the lien of, any **Assessments** made after such sale or transfer.

The **Amended Master Declaration** and any **Supplemental Declaration** grant to the **Master Association** a lien upon each **Unit** in **Sunset Bay at Bon Secour Island Villas, a Condominium** and its appurtenant undivided interest in **Common Elements** and **Limited Common Elements**.

Section 6.07. Disposition of Surplus. Each **Unit** shall carry with said **Unit** a proportionate share of **Common Surplus** or **Limited Common Surplus**, as the case may be, and the proportionate share of **Common Surplus** or **Limited Common Surplus** shall be the same ratio as the ownership of that **Unit** in the **Common Elements** or **Limited Common Elements**; or, in the alternative, such surplus or any portion of said surplus may be added to a reserve fund for maintenance, repair and replacement of the **Common Elements** or the **Limited Common Elements**, as the case may be, at the sole discretion of the **Association**.

Article VII **The Association**

Section 7.01. Powers and Duties. The operation and administration of **Sunset Bay at Bon Secour Island Villas, a Condominium** shall be by the **Association** of the **Owners**, pursuant to the provisions of the **Act**. The **Association** shall be an **Alabama Nonprofit Corporation** incorporated by **Articles of Incorporation** recorded in the **Office of the Judge of Probate of Baldwin County, Alabama**. The **Association** shall be an entity which shall have the capability of bringing suit and being sued with respect to the exercise or nonexercise of the powers of the **Association**. The **Association** shall have exclusive authority and power to maintain a class action and to settle a cause of action on behalf of **Owners** of **Sunset Bay at Bon Secour Island Villas, a Condominium** with reference to the **Common Elements** or the **Limited Common Elements**, the roof and structural components of a **Building** or other **Improvement**, and mechanical, electrical and plumbing elements serving an **Improvement** or a **Building** as distinguished from mechanical elements serving only a **Unit**; and with reference to any and all other matters in which all the **Owners** have a common interest. The **Association** shall have all the powers and duties set forth in the **Act**, as well as all the powers and duties granted to or imposed on the **Association** under the **By-Laws** and other **Condominium Documents** as they may be amended from time to time. The **Association** is specifically authorized to enter into agreements by which the powers and duties of the **Association**, or some of them, may be exercised or performed by some other **Person**. The **Association** shall have a reasonable right of entry upon any **Unit** to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of **Sunset Bay at Bon Secour Island Villas, a Condominium** and further, shall have the right to grant permits, licenses and easements over the common areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of **Sunset Bay at Bon Secour Island Villas, a Condominium**. The **Board of Directors** shall have the authority and duty to levy and enforce the collection of general and specific **Assessments** for **Common Expenses** and **Limited Common Expenses** and is further authorized to provide adequate remedies for failure to pay such

Assessments.

The use of the property in **Sunset Bay** is subject to the matters set out in **Section 5.16.** of this **Declaration** and the powers and authority granted to the **Master Association** therein.

Section 7.02. Name. The name of the **Association** is **Sunset Bay at Bon Secour Island Villas Condominium Owners' Association, Inc.**

Section 7.03. Members. Each **Owner** shall be a **Member** of the **Association** so long as said **Member** is an **Owner**. A membership of an **Owner** shall immediately terminate when said **Member** ceases to be an **Owner**. The membership of an **Owner** cannot be assigned or transferred in any manner except as an appurtenance to the **Unit** of said **Owner**.

Section 7.04. Voting Rights.

A. Voting Rights in Association. Each **Unit** shall be entitled to **one (1)** vote in the **Association**, which vote is not divisible. The vote for a **Unit** shall be cast by the **Owner** of said **Unit** in the manner provided for in this **Declaration** and in the **By-Laws**. However, should the **Association** be an **Owner**, the **Association** shall not have the voting right for that **Unit**.

B. Voting Rights in Master Association. Each **Unit** in **Sunset Bay at Bon Secour Island Villas, a Condominium** shall be entitled to the vote in the **Master Association** as provided for in the **Amended Master Declaration** and any **Supplemental Declaration**.

Section 7.05. Designation of Voting Representative. In the event a **Unit** is owned by **one (1) Person**, the right to vote of said **Owner** shall be established by the record title to the **Unit** of said **Owner**. If a **Unit** is owned by more than **one (1) Person**, the **Person** entitled to cast the vote for the **Unit** shall be designated by a certificate signed by all of the record **Owners** of the **Unit** and filed with the **Secretary** of the **Association**. If a **Unit** is owned by a corporation, limited liability company, partnership or limited partnership, the officer, employee or individual entitled to cast the vote for the **Unit** shall be designated by a certificate of appointment signed by the **President** or **Vice President** and attested by the **Secretary** or **Assistant Secretary** of the corporation (in the case of a corporation), or by the member or members, if more than **one (1)**, (in the case of a limited liability company), or by the general partner or partners if more than **one (1)** (in the case of a partnership or limited partnership), which certificate shall be filed with the **Secretary** of the **Association**. If such a certificate is not on file with the **Secretary** of the **Association** for a **Unit** owned by more than **one (1) Person** or by a corporation, limited liability company, partnership or limited partnership, the membership or vote of the **Unit** concerned may be cast in accordance with the **Act**. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the **Unit** concerned is effected. A certificate designating the **Person** entitled to cast the vote of a **Unit** may be revoked by any **Owner** named in said certificate.

Section 7.06. Restraint upon Assignment of Shares in Assets. The share of a **Member** in the funds and assets of the **Association** cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the **Unit** of said **Owner**.

Section 7.07. Board of Directors. The affairs of the **Association** shall be conducted by a **Board of Directors** which shall consist of such number not less than **three (3)** nor more than the number, from time to time, as shall be determined and fixed by a vote of a **Majority** of the voting rights present at any meeting of the **Members**.

Section 7.08. Indemnification. Every **Director** and every officer of the **Association** shall be indemnified by the **Association** against all expenses and liabilities, or any settlement, including counsel fees,

reasonably incurred by or imposed upon said **Director** or officer in connection with any proceeding to which said **Director** or officer may be a party, or in which said **Director** or officer may become involved, by reason of said **Director** or officer being or having been a **Director** or officer of the **Association**, whether or not said **Director** or officer is a **Director** or officer at the time such expenses are incurred, except in such cases wherein the **Director** or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of the duties of said **Director** or officer duties; provided that in the event of a settlement, the indemnification provided for in this **Declaration** shall apply only when the **Board of Directors** approves such settlement and reimbursement as being in the best interest of the **Association**. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such **Director** or officer may be entitled.

Section 7.09. Limitation of Liability. Notwithstanding the liability of the **Association** to maintain and repair parts of **Sunset Bay at Bon Secour Island Villas, a Condominium**, the **Association** shall not be liable for injury or damage caused by a latent condition of **Sunset Bay at Bon Secour Island Villas, a Condominium** to be maintained and repaired by the **Association** nor for injury or damage caused by the elements, or other **Owners** or **Persons**.

Section 7.10. By-Laws. The **Association** and the **Members** shall be governed by the **By-Laws**.

Section 7.11. Proviso. Subject to the provisions contained in this **Declaration**, until the earliest of (i) **sixty (60) days** after conveyance of **seventy-five percent (75%)** of the **Units** which may be created to **Owners** other than the **Declarant**; or (ii) **two (2) years** after the **Declarant**, or the successors or assigns of the **Declarant**, have ceased to offer **Units** for sale in the ordinary course of business; or (iii) **two (2) years** after any **Development Rights** to add new **Units** was last exercised, the **By-Laws** and **Rules and Regulations** adopted by the **Declarant** shall govern and the **Declarant** shall have the exclusive right to appoint, remove and designate the Officers and members of the **Board of Directors**, and neither the **Owners** nor the **Association** nor the use of **Sunset Bay at Bon Secour Island Villas, a Condominium** by **Occupants** shall interfere with the completion of the contemplated **Improvements** and the sale of the **Units**. The **Declarant** may voluntarily surrender the right to appoint and remove officers and members of the **Board of Directors**; but, in that event, the **Declarant** may require, for the duration of the period of **Declarant** control, that specified actions of the **Association** or **Board of Directors**, as described in a recorded instrument executed by the **Declarant**, be approved by the **Declarant** before they become effective. **Provided, However**, not later than **ninety (90) days** after conveyance of **twenty-five percent (25%)** of the **Units** which may be created to **Owners** other than the **Declarant**, at least **one (1)** member and not less than **twenty-five percent (25%)** of the members of the **Board of Directors** must be elected by **Owners** other than the **Declarant**. Not later than **ninety (90) days** after conveyance of **fifty percent (50%)** of the **Units** which may be created to **Owners** other than the **Declarant**, not less than **thirty three and one-third percent (33 1/3%)** of the members of the **Board of Directors** must be elected by **Owners** other than the **Declarant**. Except as provided for in the **Act**, not later than the termination of any period of **Declarant** control, the **Owners** shall elect a **Board of Directors** of at least **three (3)** members, at least a **Majority** of whom must be **Owners** other than the **Declarant**.

The **Declarant**, the successors and assigns of the **Declarant**, is entitled to the exclusive vote at all meetings of the **Master Association** or meetings of the **Master Board of Directors** so long as the **Declarant Control Period** exists as more fully set out in the **Amended Master Declaration**.

The **Declarant** may make such use of the unsold **Units** and of the common areas and facilities as may facilitate such completion and sale, including but not limited to showing of **Sunset Bay at Bon Secour Island Villas, a Condominium** and the display of signs. The **Declarant** may maintain sales offices, management offices, leasing and operations offices, and models in any **Unit** of **Sunset Bay at Bon Secour Island Villas, a Condominium** or on **Common Elements** in **Sunset Bay at Bon Secour Island Villas, a Condominium** without restriction as to the number, size or location of said sales offices, management offices,

leasing and operations offices and models. The **Declarant** shall be permitted to relocate said sales offices, management offices, leasing and operations offices and models from one **Unit** location to another or from one area of the **Common Elements** to another area of the **Common Elements** in **Sunset Bay at Bon Secour Island Villas, a Condominium**. The **Declarant** may maintain signs on the **Common Elements** advertising **Sunset Bay at Bon Secour Island Villas, a Condominium**. The rights of the **Declarant** as provided for in this **Section 7.11**, shall cease and terminate **fifteen (15)** years from the date of the recording of this **Declaration** in the **Office of the Judge of Probate of Baldwin County, Alabama**.

Section 7.12. Contracts. If entered into before the **Board of Directors** elected by the **Owners** pursuant to the **Act** takes office, any management contract, employment contract or lease of recreational or parking areas or facilities and any other contract or lease between the **Association** and the **Declarant** may be terminated without penalty and upon not less than **ninety (90) days** notice to the other party by the **Association** at any time after the **Board of Directors** elected by the **Owners** pursuant to the **Act** takes office.

Section 7.13. Availability of Records. The **Association** shall keep financial records sufficiently detailed to enable the **Association** to comply with the **Act**. The **Association** shall make reasonably available in **Baldwin County, Alabama** for examination by **Owners**, prospective purchasers, **Eligible Security Interest Holders**, or their authorized agents, current copies of this **Declaration**, the **By-Laws, Rules and Regulations** and other books, records, financial statements and the most recent annual financial statement of the **Association**. Reasonably available shall mean available for inspection upon request, during normal business hours or under reasonable circumstances.

Section 7.14. Reserves for Replacements. The **Association** shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of **Improvements** to the **Common Elements** and **Limited Common Elements**. The fund shall be maintained out of regular **Assessments** for **Common Expenses** and **Limited Common Expenses**.

Article VIII **Maintenance**

Section 8.01. Maintenance by the Association. The **Association** is responsible for maintenance, repair and replacement of the **Common Elements**.

Section 8.02. Maintenance by Owner. Each **Owner** is responsible for the maintenance, repair and replacement of the **Unit** of said **Owner**. Each **Owner** is responsible for the maintenance, repair and replacement of the **Limited Common Elements**, if any, attached to the **Unit** of said **Owner** as provided for in **Section 5.14** of this **Declaration**.

Section 8.03. Addition, Alteration and Improvement of the Common Elements. Except as may be permitted by the **Act**, and except as to the **Development Rights** and **Special Declarant Rights** provided for in this **Declaration**, after the completion of the **Improvements** included in the **Common Elements** or **Limited Common Elements** which are contemplated by this **Declaration**, there shall be no addition, alteration, change or further **Improvement** of **Common Elements** or **Limited Common Elements** (except by submission of **Phase II** or the exercise of **Development Rights** or **Special Declarant Rights** as elsewhere provided in this **Declaration**) without prior approval of the **Association**.

Section 8.04. Covenants of Owner. Each **Owner** covenants and agrees as follows:

A. Maintenance. To perform all maintenance, repairs and replacements that are the obligations of the **Owner** under this **Declaration** and the **Act**.

B. Utilities and Taxes. To pay for all the utilities, including electricity, gas, if any, and

telephone of the **Owner** used within the **Unit** and all taxes levied against the **Unit** of the **Owner**.

C. Repairs. Not to make, or cause to be made, any repairs to any plumbing, heating, ventilation or air conditioning systems located outside the **Unit** of the **Owner** but required to be maintained by the **Owner** pursuant to the provisions of this **Declaration**, except by licensed plumbers or electricians authorized to do such work by the **Association** or the agent of the **Association**.

D. No Alterations to Unit. Not to make any addition or alteration to a **Unit** or to the **Common Elements** or to the **Limited Common Elements** or to do any act that would impair the structural soundness or safety of any part of **Sunset Bay at Bon Secour Island Villas, a Condominium**. Structural alterations within a **Unit** may be made only with the written consent of the **Association**.

E. No Alterations to Common Elements. To make no alterations, additions, **Improvements**, repairs, replacements or changes to the **Common Elements** or the **Limited Common Elements** or to any outside or exterior portion of the **Building**, specifically including, but not limited to screening or enclosing balconies, installing garage or other exterior doors or affixing out shutters to windows, without the prior written consent of the **Association**. If consent is granted, the **Owner** shall use only a licensed contractor who shall comply with the **Rules and Regulations** with respect to the work which may be approved by the **Association**. The **Owner** shall be liable for all damages to another **Unit** and to the **Common Elements** or **Limited Common Elements** caused by any contractor employed by such **Owner** or by the subcontractor or employees of such contractor, whether said damages are caused by negligence, accident or otherwise.

F. Right of Association to Enter Unit. To allow the **Association**, the delegates, agents or employees of the **Association** at all reasonable times to enter into any **Unit** or **Limited Common Element** for the purpose of maintaining, inspecting, repairing or replacing **Common Elements** or **Limited Common Elements** or for repairing, maintaining or replacing any plumbing, heating, ventilation or air conditioning system located within such **Unit** but serving other parts of **Sunset Bay at Bon Secour Island Villas, a Condominium**; or to determine, in case of emergency, the circumstances threatening **Units** or **Common Elements** or **Limited Common Elements** and to correct the same; or, to determine compliance with the provisions of the **Condominium Documents**.

G. Promptly Report. To promptly report to the **Association** any defects or needed repairs for which the **Association** is responsible.

H. Reimburse Association. To reimburse the **Association** for any repairs or replacements which are made necessary because of abuse or negligent use by an **Owner** of **Sunset Bay at Bon Secour Island Villas, a Condominium**, the cost of such repair or replacement may be assessed against such **Owner**.

I. Obligations of Owner. To comply with all of the obligations of an **Owner** under the **Act**.

Section 8.05. Contracts for Maintenance. The **Association** may enter into a contract with any firm, **Person** or corporation, or may join with other entities in contracting for the maintenance and repair of **Sunset Bay at Bon Secour Island Villas, a Condominium**, and may delegate to such agent all or any portion of the powers and duties of the **Association**, except such as are specifically required by the **Condominium Documents** to have the approval of the **Members** of the **Association**. This **Section 8.05** shall be subject to the provisions of **Section 7.12** of this **Declaration**.

Section 8.06. Exterior Surface. The **Association** shall determine the exterior color scheme of **Sunset Bay at Bon Secour Island Villas, a Condominium** and shall be responsible for the maintenance

of the exterior of **Sunset Bay at Bon Secour Island Villas, a Condominium**, except as may be otherwise provided for in this **Declaration**. No **Owner** shall paint any exterior surface or add or replace or affix any thing to said exterior surface without the written consent of the **Association**.

Article IX **Insurance**

Section 9.01. Purchase of Insurance. Commencing not later than the time of the first conveyance of a **Unit** to a **Person** other than the **Declarant**, the **Association** shall maintain insurance upon **Sunset Bay at Bon Secour Island Villas, a Condominium** to the extent reasonably available as provided for in the **Act** and in this **Declaration**.

Section 9.02. Locations of Policies. The **Association** shall retain the original of all insurance policies in a place of safekeeping such as a safe or a safety deposit box.

Section 9.03. Copies to Eligible Security Interest Holder. **One (1)** copy of each insurance policy and of all endorsements to said insurance policies shall be furnished by the **Association** to any **Eligible Security Interest Holder** requesting a copy.

Section 9.04. Authorization to do Business. All policies of insurance must be issued by companies specifically authorized by the laws of the **State of Alabama** to transact such business.

Section 9.05. Coverage. The **Association** is required to maintain the following insurance coverage:

A. Property and Casualty. The **Association** must obtain, maintain and pay the premiums upon, as a **Common Expense**, the property insurance required by the **Act** and as follows. The type of policy shall be a "**master**" or "**blanket**" type policy of property insurance covering all of the **Common Elements** and **Limited Common Elements** (except land, foundation, excavation and other items usually excluded from coverage) including fixtures, to the extent they are part of the **Common Elements** or **Limited Common Elements** of **Sunset Bay at Bon Secour Island Villas, a Condominium**, building service equipment and supplies, and other personal property belonging to the **Association**. All references in this **Declaration** to a "**master**" or "**blanket**" type of policy of property insurance are intended to denote single entity condominium insurance coverage. In addition, any fixtures, equipment or other property within the **Units** which are to be financed by a **Eligible Security Interest Holder** (regardless of whether or not such property is a part of the **Common Elements**) must be covered by such "**master**" or "**blanket**" policy, if required by said **Eligible Security Interest Holder**. The policy shall be in an amount deemed appropriate by the **Association** but not less than the greater of **eighty percent (80%)** of the actual cash value of the insured property at the time the insurance is purchased or such greater percentage of such actual cash value as may be necessary to prevent the applicability of any co-insurance provision at any renewal date, exclusive of land, foundation, excavation and other items normally excluded from property policies. The policy shall include an "**Agreed Amount Endorsement**" or equivalent endorsement and, if available, an "**Inflation Guard Endorsement**". If there shall be a construction code provision that requires changes to undamaged portions of **Sunset Bay at Bon Secour Island Villas, a Condominium** even when only part of **Sunset Bay at Bon Secour Island Villas, a Condominium** is destroyed by an insured hazard, the policies shall include construction code endorsements. The property insurance policy shall provide, as a minimum coverage and protection against:

1. Loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement;

2. All other perils which are customarily covered with respect to condominiums similar in construction in order to meet the requirements of the **Act**.

B. Liability Insurance. The **Association** must obtain, maintain and pay the premiums upon, as a **Common Expense**, a comprehensive general liability insurance policy, including medical payments insurance, as required by the **Act** and covering all the **Common Elements** and **Limited Common Elements**, commercial space owned and leased by the **Association**, and public ways of **Sunset Bay at Bon Secour Island Villas, a Condominium**. Coverage limits shall be in amounts generally required by **Eligible Security Interest Holder** investors for projects similar in construction, location and use. However, such coverage shall be, if reasonably available, for at least **One Million Dollars (\$1,000,000.00)** for bodily injury, including deaths of **Persons** and property damage arising out of a single occurrence. Coverage under this policy shall include, if reasonably available, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of **Persons** in connection with the operation, maintenance or use of the **Common Elements** or **Limited Common Elements**, and legal liability arising out of lawsuits related to employment contracts of the **Association**. The policy shall also include, if reasonably available, coverage for protection against water damage liability and, if applicable, elevator collision and garage keepers liability. If required by any **Eligible Security Interest Holder** and, if reasonably available, the policy shall include protection against such other risks as are customarily covered with respect to condominiums similar in construction, location and use, including but not limited to host liquor liability, employers liability insurance, contractual and all written contract insurance and comprehensive automobile liability insurance.

C. Flood Insurance. If any part of **Sunset Bay at Bon Secour Island Villas, a Condominium** shall be deemed to be in a special flood hazard area, as defined by the **Federal Emergency Management Agency** or other governmental agency, the **Association** shall, if reasonably available, obtain, maintain and pay the premiums upon, as a **Common Expense**, a "master" or "blanket" type of flood insurance policy. The policy shall cover the **Common Elements** and **Limited Common Elements** falling within the designated flood hazard area. The insurance shall be in an amount deemed appropriate by the **Association**, but not less than an amount equal to the lesser of:

1. **Eighty percent (80%)** of the actual cash value of the insured property located within the flood hazard area; or

2. The maximum coverage available for **Sunset Bay at Bon Secour Island Villas, a Condominium** under the **National Flood Insurance Program**.

The policy shall be in a form which meets the criteria set forth in the most current guidelines issued on the subject by the Federal Government.

D. Personnel Coverages. Should the **Association** employ personnel, all coverages required by law, including workers' compensation, shall be obtained so as to meet the requirements of the law and the premiums for such insurance shall be a **Common Expense**.

E. Fidelity Bonds. The **Association**, if reasonably available, shall obtain, maintain and pay the premiums upon, as a **Common Expense**, a fidelity bond to protect against loss of money by dishonest acts on the part of all **Officers, Directors** and employees of the **Association** and all other **Persons** handling, or responsible for, funds of the **Association** or funds administered by the **Association**. Where a management agent has the responsibility for handling or administering funds of the **Association**, the management agent shall be required to maintain fidelity bond coverage for the officers, employees and agents of the **Association** handling or responsible for funds of, or administered on behalf of, the **Association**. The fidelity bond shall name the **Association** as the obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the **Association** or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than **one hundred fifty percent (150%)** of the estimated annual **Common Expenses**. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of **Persons** serving without compensation from the definition of "**employees**" or similar terms or expressions.

The premiums on all bonds required in this **Declaration** to be maintained by the management agent shall be paid by the management agent. The bond shall provide that any **Eligible Security Interest Holder** shall receive notice of cancellation or modification of the bond.

F. Other Insurance. The **Association** shall obtain other insurance required by the **Act** and shall have authority to obtain such other insurance as the **Association** deems desirable, in such amounts, from such sources and in such forms as the **Association** deems desirable. The premiums for such insurance shall be a **Common Expense**. If the insurance described in this **Declaration**, which is required to be maintained, is not reasonably available, the **Association** promptly shall give notice of that fact to be hand delivered or sent prepaid by **United States Mail** to all **Owners**.

Section 9.06. Individual Insurance. Nothing contained in this **Declaration** shall be construed to prevent an **Owner** from obtaining insurance for the benefit of said **Owner**.

Section 9.07. Provisions. Insurance coverage, if reasonably available, must comply with the requirements of the **Act** and this **Declaration** and shall in substance and effect:

A. Policy Primary. Provide that the policy shall be primary, even if the **Owner** has other insurance that covers that same loss, and further provide that the liability of the insurer under said policy shall not be affected by, and that the insurer shall not claim any right of set-off, counterclaim, apportionment, proration or contribution by reason of any other insurance obtained by or for any **Unit** or **Owner**.

B. Liability of Insurer. Contain no provision relieving the insurer from liability for a loss occurring because the hazard to such **Building** is increased, whether or not within the knowledge or control of the **Association**, or because of any breach of warranty or condition or any other act or neglect by the **Association** or any **Owner** or any other **Persons** under either of them.

C. No Cancellation of Policy. Provide that such policy may not be canceled or substantially modified and the insurer may not refuse to renew said policy (whether or not requested by the **Association**) except by the insurer giving at least **thirty (30) days** prior written notice to the **Association**, the **Owner**, each **Eligible Security Interest Holder** on an individual **Unit**, and every other **Person** in interest who shall have requested such notice of the insurer.

D. Waiver. Contain a waiver by the insurer of any right of subrogation to any right of the **Association**, or either against the **Owner** or lessee of any **Unit**.

E. Standard Clause. Contain a standard clause which shall:

1. Provide that any reference to an **Eligible Security Interest Holder** in such policy shall mean and include all **Eligible Security Interest Holders** on any **Unit**, whether or not named in this **Declaration**; and

2. Provide that such insurance as to the interest of any **Eligible Security Interest Holder** shall not be invalidated by any act or neglect of the **Association** or **Owners** or any **Persons** under any of them; and

3. Waive any provisions invalidating such clause by reason of the failure of the **Eligible Security Interest Holder** to notify the insurer of any hazardous use or conveyance, any requirement that the **Eligible Security Interest Holder** pay any premium, and any contribution clause.

Section 9.08. Liabilities and Responsibilities of Owner. An **Owner** shall be liable for any claim, damage or judgment entered as a result of the use or operation of the **Unit** of said **Owner** caused by the

conduct of said **Owner**. Each **Owner** shall be responsible for obtaining insurance for the benefit of said **Owner**.

Section 9.09. Insurance Premiums. Insurance premiums maintained by the **Association** shall be paid by the **Association** as a **Common Expense**. Should the **Association** fail to pay such insurance premiums when due, or should the **Association** fail to comply with other insurance requirements of an **Eligible Security Interest Holder**, the **Eligible Security Interest Holder** shall have the right, at the option of the **Eligible Security Interest Holder**, to order insurance policies and to advance such sums as are required to maintain or procure such insurance. To the extent of any money so advanced, the **Eligible Security Interest Holder** shall be subrogated to the **Assessment** and the lien rights of the **Association** as against the individual **Owners** for the payment of such item of **Common Expense**.

Section 9.10. Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the **Association** shall be for the benefit of the **Association** and the **Owners** and the **Eligible Security Interest Holders** as their interest may appear, and shall provide that all proceeds covering property losses shall be paid to the **Association**, as Insurance Trustee for each of the **Owners** in the percentages as established by the **Declaration**, which said **Association**, for the purpose of these provisions, is referred to in this **Declaration** as the Insurance Trustee. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated in this **Declaration** and for the benefit of the **Owners** and **Eligible Security Interest Holders**. The Insurance Trustee shall have the power to adjust all claims arising under insurance policies purchased by the **Association**; to bring suit in the name of the Insurance Trustee and/or in the name of other insured; to deliver releases on payment of claims; to compromise and settle such claims; and otherwise to exercise all the rights, powers and privileges of the **Association** and each **Owner** and any other holder of an insured interest in **Sunset Bay at Bon Secour Island Villas, a Condominium** under such insurance policies, however, the actions of the Insurance Trustee shall be subject to the approval of any **Eligible Security Interest Holder** if the claim shall involve more than one (1) **Unit**, and if only one (1) **Unit** is involved, such actions shall be subject to approval of any **Eligible Security Interest Holder** encumbering such **Unit**.

Section 9.11. Shares of Proceeds. The **Association**, as Insurance Trustee, shall receive such insurance proceeds as are paid to the **Association** and shall hold the same in trust for the purposes stated in this **Declaration** and for the benefit of the **Owners** and the **Eligible Security Interest Holders** in the following shares:

A. **Common Elements.** An undivided share of the proceeds on account of damage to **Common Elements** shall be held for each **Owner**, with the share of such portion of the total proceeds being the same percentage as the share of the **Common Elements** appurtenant to said **Unit**.

B. **Units and Limited Common Elements.** Except as provided elsewhere in this **Declaration**,

1. When **Sunset Bay at Bon Secour Island Villas, a Condominium** is to be restored, the proceeds shall be held for the **Owners** of damaged **Units** and damaged **Limited Common Elements**, with the share of each in the total proceeds being in the proportion that the cost of repairing the damage suffered by such **Owner** bears to the total cost of repair, which cost shall be determined by the **Board of Directors**.

2. When **Sunset Bay at Bon Secour Island Villas, a Condominium** is not to be restored, the proceeds shall be held for the **Owners** in the undivided shares that are the same as their respective shares in the **Common Elements**.

C. **Security Interests.** In the event a **Security Interest** endorsement has been issued

with respect to a **Unit**, the share of the **Owner** of that **Unit** shall be held in trust for the **Eligible Security Interest Holder** and the **Owner** as their interest may appear. **Provided, However**, that no **Eligible Security Interest Holder** shall have any right to determine or participate in the determination of whether or not any damaged property shall be reconstructed or repaired except as may be specifically provided to the contrary elsewhere in this **Declaration**.

Section 9.12. Distribution of Proceeds. Proceeds of insurance policies received by the **Association** as Insurance Trustee shall be distributed to or for the benefit of the beneficial **Owners**:

A. Reconstruction or Repair After Casualty. First, if the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of said repair or reconstruction. Any proceeds remaining after defraying such costs shall be distributed to the beneficial **Owners**, with remittances to **Owners** and **Eligible Security Interest Holders** being payable jointly to them. This is a covenant for the benefit of any **Eligible Security Interest Holder** of a **Unit** and may be enforced by any such **Eligible Security Interest Holder**.

B. Failure to Reconstruct or Repair. If it is determined that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial **Owners** with remittances to **Owners** and the **Eligible Security Interest Holders** being payable jointly to them. This is a covenant for the benefit of an **Eligible Security Interest Holder** of a **Unit** and may be enforced by any such **Eligible Security Interest Holder**.

Article X **Reconstruction or Repair After Casualty**

Section 10.01. Determination to Reconstruct or Repair. Any portion of **Sunset Bay at Bon Secour Island Villas, a Condominium** for which insurance is required under this **Declaration** which is damaged or destroyed must be repaired or replaced promptly by the **Association** unless:

A. Act. **Sunset Bay at Bon Secour Island Villas, a Condominium** is terminated in accordance with the provisions of this **Declaration** or the **Act**;

B. Health or Safety. Repair or replacement would be illegal under any state or local statute or ordinance covering health or safety; or

C. Vote of Owners. **Eighty percent (80%)** of the **Owners**, including every **Owner** of a **Unit** or assigned **Limited Common Element** which will not be rebuilt, vote not to rebuild. The cost of repair or replacement of a **Common Element** in excess of insurance proceeds in reserves is a **Common Expense** as provided in this **Declaration**.

Section 10.02. Plans. Any reconstruction or repair must be substantially in accordance with the **Act** and in accordance with the **Plans** for the original **Improvements** or as **Sunset Bay at Bon Secour Island Villas, a Condominium** was last constructed; or if not, then according to **Plans** approved by the **Board of Directors** and by **eighty percent (80%)** of the **Owners**.

Section 10.03. Responsibility. If the damage is only to those parts of a **Unit** or **Limited Common Elements** for which the responsibility of maintenance and repair is that of the **Owner**, then the **Owner** shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the **Association**.

Section 10.04. Estimate of Cost. Immediately after a casualty causing damage to **Sunset Bay at Bon Secour Island Villas, a Condominium** for which the **Association** has the responsibility of

maintenance and repair, the **Association** shall obtain reliable and detailed estimates of the cost to rebuild or repair.

Section 10.05. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair of the **Unit** and **Limited Common Elements** by the **Association**, **Assessments** shall be made against the **Owners** who own the damaged property or have the exclusive right to use the **Limited Common Element** attached to said **Unit**, and against all **Owners** in the case of damage to common areas and facilities in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of said reconstruction or repair are insufficient, **Assessments** shall be made against the **Owners** who own the damaged **Unit** and have exclusive right to use the **Limited Common Elements** attached to the **Unit** of said **Owner**, and against all **Owners** in the case of damage to common areas and facilities in sufficient amounts to provide funds for the payment of such costs. Such **Assessments** against **Owners** for reconstruction and/or repair of damage to **Units** and **Limited Common Elements** shall be in proportion to the cost of reconstruction and repair of their respective **Units** or **Limited Common Elements**. Such **Assessments** for reconstruction and/or repair of damage to common areas and facilities shall be in proportion to the share of the **Owner** in the **Common Elements**. **Assessments** for reconstruction and repair may be collected, and the collection enforced, in the same manner as provided for **Assessments** elsewhere in this **Declaration**.

Section 10.06. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty for which the **Association** is responsible, which shall consist of proceeds of insurance held by the **Association** as Insurance Trustee and funds collected by the **Association** from **Assessment** against **Owners** on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the following manner and order:

A. **Disbursement.** The construction fund shall be disbursed in payment of such costs on the order and in the manner provided by the **Board of Directors**.

B. **Owner.** If there is a balance of insurance proceeds after the payment of the cost of reconstruction and repair that is the responsibility of the **Association**, this balance shall be distributed to **Owners** of damaged **Units** or damaged **Limited Common Elements** who are responsible for the reconstruction and repair of the damaged portions of their **Units** or **Limited Common Elements**. The distribution to each **Owner** shall be made in the proportion that the estimated costs of reconstruction and repair of such damage to said **Unit** or **Limited Common Element** bears to the total of such estimated costs in all damaged **Units** and **Limited Common Elements**. However, no **Owner** shall be paid an amount in excess of such estimated cost for the **Unit** of said **Owner** or **Limited Common Element**. If there is an **Eligible Security Interest Holder**, the distribution shall be paid to the **Owner** and to the **Eligible Security Interest Holder** jointly.

C. **Surplus.** It shall be presumed that the first monies distributed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial **Owners** of the fund.

Article XI **Eminent Domain**

Section 11.01. Proceeds. The taking of a portion of a **Unit** or of the **Common Elements** by eminent domain shall be deemed to be a casualty and the determination as to whether **Sunset Bay at Bon Secour Island Villas, a Condominium** will be reconstructed or repaired or continued after condemnation will be determined in the manner provided for in the **Act** and under this **Declaration** and the awards for such taking

shall be deemed proceeds from insurance on account of the casualty and shall be deposited with the **Association** as Insurance Trustee. Even though the awards may be payable to an **Owner**, the **Owner** shall deposit the awards with the **Association** as Insurance Trustee; and in the event of failure to do so, in the discretion of the **Board of Directors** an **Assessment** shall be made against a defaulting **Owner** in the amount of the award, or the amount of such award shall be set off against the sums made payable to such **Owner**.

Section 11.02. Disbursement of Funds. If **Sunset Bay at Bon Secour Island Villas, a Condominium** is terminated after condemnation, the proceeds of the condemnation awards will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided in this **Declaration** for the distribution of insurance proceeds if **Sunset Bay at Bon Secour Island Villas, a Condominium** is terminated after damage to the **Common Elements**. If **Sunset Bay at Bon Secour Island Villas, a Condominium** is not terminated after condemnation, the size of **Sunset Bay at Bon Secour Island Villas, a Condominium** will be reduced and **Sunset Bay at Bon Secour Island Villas, a Condominium** damaged by the taking will be made usable in the manner provided by the **Act** and as provided in this **Declaration**. The proceeds of such award shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the **Association** after damage to the **Common Elements**.

Section 11.03. Unit Reduced But Habitable. If the taking reduces the size of a **Unit** and the remaining portion of the **Unit** can be made habitable, the award for the taking of a portion of the **Unit** shall be used for the following purposes in the order stated, and the following changes shall be effected in **Sunset Bay at Bon Secour Island Villas, a Condominium**:

A. Restoration of Unit. The **Unit** shall be made habitable. If the cost of the restoration exceeds the amount of the award, and the **Owner** of the **Unit** does not within a reasonable period of time provide the additional funds required for restoration, such additional funds may, in the discretion of the **Board of Directors**, be extended for restoration by the **Association** and be assessed against the **Unit** and **Owner** as an **Assessment**.

B. Distribution of Surplus. The balance of the award, if any, shall be distributed to the **Owner** of the **Unit** and to any **Eligible Security Interest Holder** of a **Unit**, the remittance being made payable jointly to the **Owner** and any such **Eligible Security Interest Holder**.

C. Adjustment of Shares in Common Elements. If the floor area of the **Unit** is reduced by the taking, the percentage representing the share in the **Common Elements**, the **Common Expenses** and the **Common Surplus** appertaining to the **Unit** shall be reduced in accordance with the **Act**.

Section 11.04. Unit Made Unhabitable. If the taking is of the entire **Unit**, or so reduces the size of the **Unit** so that the **Unit** cannot be used practically or lawfully for any purpose permitted by this **Declaration**, the award for the taking of the **Unit** shall be used for the following purposes in the order stated, and the following changes shall be effected in **Sunset Bay at Bon Secour Island Villas, a Condominium**:

A. Payment of Award. The award shall be paid first to any **Eligible Security Interest Holder** in an amount sufficient to pay off the first **Security Interest** held by said **Eligible Security Interest Holder** on such **Unit**; and then jointly to the **Owner** and any other holders of a **Security Interest** in the **Unit** in an amount not to exceed the market value of the **Unit** immediately prior to the taking as diminished by any sums from the award previously reserved for any **Eligible Security Interest Holder**; and the balance, if any, to the repairing and replacing of the **Common Elements** damaged by the taking.

B. Addition to Common Elements. The remaining portion of the **Unit**, if any, shall become part of the **Common Elements** and shall be placed in condition for use by all of the **Owners** in the manner approved by the **Board of Directors**; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required in this

Declaration for further Improvement of the Common Elements.

C. Adjustment of Shares in Common Elements, Common Expenses and Common Surplus. The shares in the **Common Elements**, the **Common Expenses** and the **Common Surplus** appurtenant to the **Units** that continue as part of **Sunset Bay at Bon Secour Island Villas, a Condominium** shall be adjusted to distribute the ownership of the other shares among the reduced number of **Owners**. This adjustment shall be done by restating said share of the continuing **Owners** as percentages aggregating **one hundred percent (100%)** so that the shares appurtenant to the **Units** of the continuing **Owners** shall be in the same proportions to each other as before the adjustment.

D. Assessments. If the balance of the award (after payments to the **Owner** and to the **Eligible Security Interest Holder** of said **Unit** as provided in this **Declaration**) for the taking is not sufficient to finance the alteration of the remaining portion of the **Unit** for use as a part of the **Common Elements**, the additional funds required for such purposes shall be raised by **Assessments** against all the **Owners** who will continue as **Owners** of **Units** after the changes in **Sunset Bay at Bon Secour Island Villas, a Condominium** effected by the taking. Such **Assessments** shall be made in proportion to the shares of those **Owners** in the **Common Elements** after the changes effected by the taking.

E. Arbitration. If the market value of a **Unit** prior to the taking cannot be determined by agreement between the **Owners**, holders of a **Security Interest** in the **Unit**, and the **Association** within **thirty (30) days** after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the **American Arbitration Association**, except that arbitrators shall be **two (2)** appraisers appointed by the **American Arbitration Association** who shall base their determination on an average of their appraisals of the **Units**; and a judgment of specific performance on the decision rendered by the arbitrators may be entered into any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all **Owners** of **Units** prior to the taking in proportion to the shares of the **Owners** in the **Common Elements** as they exist prior to the changes affected by the taking.

Section 11.05. Taking of Common Elements. Awards for the taking of **Common Elements** shall be used to make the remaining portion of the **Common Elements** usable in the manner approved by the **Board of Directors**; provided that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner required elsewhere in this **Declaration** for further **Improvement** of the **Common Elements**. The balance of the awards for the taking of the **Common Elements**, if any, shall be distributed to the **Owners** in the shares in which they own the **Common Elements**, after adjustment of these shares on account of the condemnation, except that if a **Unit** is encumbered by an **Eligible Security Interest Holder**, the distribution shall be paid jointly to the **Owner** and the **Eligible Security Interest Holder** of the **Unit**.

Section 11.06. Conflict With Act. If there is any conflict with the provisions of this **Article XI** and the **Act**, the provisions of the **Act** shall control.

Article XII **Use Restrictions**

Section 12.01. Restrictions on Use. Subject to the **Development Rights** and **Special Declarant Rights** reserved to the **Declarant** in this **Declaration** and the **Act**, the use of the **Condominium Property** is subject to the following restrictions:

A. Single-Family Residential Use. Subject to the **Development Rights** and **Special Declarant Rights** reserved to the **Declarant** in this **Declaration** and in the **Act**, each **Unit** shall be occupied and used by a single-family, their employees and guests only as a single-family residence and for the furnishing of services and facilities provided for the enjoyment of such single-family residence. The foregoing

restrictions as to single-family residence, however, shall not be construed in such manner as to prohibit an **Owner** or **Occupant** from:

1. Maintaining the personal professional libraries of the **Owner** or **Occupant**;
2. Keeping the personal business or professional records or accounts of said **Owner** or **Occupant**;
3. Handling the personal business or professional telephone calls or correspondence of said **Owner** or **Occupant**.

Such uses are declared expressly customarily incidental to the principal single-family residential use and not in violation of said restrictions.

B. Condominium Documents. Each **Owner** shall comply with, and shall require the **Occupants** of the **Unit** of said **Owner** to comply with, all provisions of the **Condominium Documents** that apply to such **Owner** or the **Unit** of said **Owner**.

C. Storage and Common Elements. There shall be no obstruction of the **Common Elements** or **Limited Common Elements**, nor shall anything be kept or stored in the **Common Elements** or stored in the **Limited Common Elements** except in approved storage areas, nor shall anything be constructed on or planted in or removed from the **Common Elements** or **Limited Common Elements**, nor shall the **Common Elements** in any other way be altered without the prior written consent of the **Association**.

D. Insurance Rate Increase or Termination. Nothing shall be done or kept in any **Unit** or in the **Common Elements** or **Limited Common Elements** which will increase the rate of insurance for **Sunset Bay at Bon Secour Island Villas, a Condominium** without the prior written consent of the **Board of Directors**. No **Owner** shall permit anything to be done or kept in the **Unit** of said **Owner** or in or on the **Common Elements** or **Limited Common Elements** which will result in the cancellation of insurance of any **Unit** or any part of the **Common Elements** or **Limited Common Elements** or which will be in violation of any law.

E. Waste. No waste shall be committed in or on the **Condominium Property**.

F. Clean and Sanitary Conditions. All parts of **Sunset Bay at Bon Secour Island Villas, a Condominium** shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. Each **Owner** agrees that all deliveries and all trash removal services, and other such services to that **Owner** or the **Unit** of the **Owner** shall be effected at a central location or locations designated by the **Association** from time to time for such purposes. The **Owners** shall not, and shall not permit the guests of the **Owners**, to litter. No burning of trash, garbage or other waste materials will be permitted at the **Condominium Property**.

G. Nuisance. No noxious or offensive activities shall be carried on, nor shall any outside lighting or sound speakers or other sound producing devices be used, nor shall anything be done, on any part of the **Condominium Property** which, in the judgment of the **Board of Directors**, may be or become an unreasonable annoyance or nuisance to the other **Owners**, or be in violation of all valid laws, ordinances or regulations of any governmental bodies having jurisdiction.

H. Signs, etc.. Subject to the **Development Rights** and **Special Declarant Rights** reserved to the **Declarant** in this **Declaration** and in the **Act**, no **Owner** shall cause or permit anything to be placed on the outside walls of any **Unit** of said **Owner**, and no sign, awning, canopy, window air conditioning unit, shutter or other fixture shall be affixed to or placed upon the exterior walls or roof of any **Building** or any

part thereof, or in any **Common Element** or **Limited Common Element** without the prior written consent of the **Board of Directors**.

I. Alterations.

1. Subject to the **Development Rights** and **Special Declarant Rights** reserved to the **Declarant** in this **Declaration** and in the **Act**, or except as otherwise expressly provided in this **Declaration**, an **Owner** of a **Unit** may not make any **Improvement** or alteration to a **Common Element**, a **Limited Common Element**, or any **Improvement** or alteration to the **Unit** of said **Owner** that affects any **Common Element**, **Limited Common Element** or any other **Unit**, without the prior written consent of the **Association** and then only in strict accordance with the terms and conditions of the **Condominium Documents**.

2. Without limiting the generality of this **Section 12.01. I.**, an **Owner** of a **Unit** may not, without the prior written consent of the **Association**, install or erect any **Improvement**, mechanical system or fixture that either:

- a.** protrudes beyond the boundaries of a **Unit**; or
- b.** is located wholly outside a **Unit** (even if located within a **Limited Common Element** that is assigned solely to that **Unit** if exposed to view to the outside).

J. No Structure, etc. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be permitted on **Sunset Bay at Bon Secour Island Villas, a Condominium** at any time temporarily or permanently, except with the prior written consent of the **Board of Directors**. **Provided, However**, that temporary structures may be erected for use in connection with the repair or rebuilding of any **Improvement**.

K. Outdoor Drying. No clothes, sheets, towels, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the **Common Elements** or **Limited Common Elements**. The **Common Elements** and **Limited Common Elements** shall be kept clear of rubbish, debris and other unsightly materials.

L. Parking and Storage. Parking of vehicles in driveways and parking areas shall be subject to the **Rules and Regulations** applicable to parking. The **Association** shall have the right, but shall not be obligated, to assign the exclusive use of **one (1)** parking space and **one (1)** storage space to each **Unit**. Said parking spaces and storage spaces shall be located by the **Board of Directors**. If an assignment is made, such assignment shall not be recorded in the public records. The **Board of Directors** shall have the right to change the assignment of such specific parking spaces and storage spaces from time to time as in the sole discretion of the **Board of Directors**, the **Board of Directors** deems advisable. A **Unit Owner** may not lease or otherwise grant a license or use right for the parking rights or storage rights provided for in this **Declaration**.

M. Vehicles.

1. Motorcycles, motor bikes, motor scooters, recreational vehicles or other similar vehicles shall not be operated within **Sunset Bay at Bon Secour Island Villas, a Condominium** except for the purpose of transportation, it being intended that said vehicles shall not be operated within **Sunset Bay at Bon Secour Island Villas, a Condominium** so as to annoy or disturb **Persons** or endanger **Persons** or property.

2. No motor vehicle classed by manufacturer rating as exceeding three-quarter ton and no mobile home, trailer, detached camper or camper shell, boat or other similar equipment or vehicle may be kept or parked at the **Condominium Property** unless approved in writing by the **Board of Directors**

of the **Association**.

3. No motor vehicle shall be constructed, repaired or serviced at the **Condominium Property** except to the extent necessary to be able to remove the **Vehicle** from the **Condominium Property**.

4. An **Owner** shall not sell, lease or otherwise convey all or any part of the parking rights said **Owner** has by virtue of the ownership of a **Unit**.

N. Planting, Gardening, Fences, Etc. Except within individual **Units**, no planting, transplanting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon **Sunset Bay at Bon Secour Island Villas, a Condominium**, except as approved by the **Board of Directors**.

O. Animals or Pets. No animals or pets of any kind shall be kept in any **Unit** or on the **Condominium Property** except with the written consent of and subject to the **Rules and Regulations** adopted for keeping such pets by the **Board of Directors** of the **Association**; provided that such consent may be terminated without cause at any time by the **Board of Directors** of the **Association**. A total of no more than **two (2)** pets not exceeding a weight of **twenty-five (25)** pounds each, may be kept by **Unit Owners**, or visitors, guests, invitees and tenants of **Unit Owners**, but only as personal pets and not for any commercial purpose and all tenants, including but not limited to those tenants renting or leasing a **Unit** are prohibited from keeping and maintaining pets or animals of any kind on the **Real Property**. No animals shall be kept for commercial purposes nor be allowed to create or cause any disturbance or nuisance of any kind, and if an animal or pet does cause or create a nuisance or an unreasonable disturbance, said animal or pet shall be permanently removed from the **Real Property** within **three (3) days** from the day the owner receives the written notice from the **Board of Directors** of the **Association**. The owner of any pet or animal shall be liable for any and all damage caused by such animal or pet to any part of the **Real Property** or to any other **Real Property** operated by the **Association**. Each owner of an animal or pet shall be responsible for said animal or pet and for the disposal of any pet waste. If the owner of any animal or pet shall fail to properly remove the waste of said animal or pet or keep said animal or pet from causing any disturbance or nuisance or damage, then the **Board of Directors** of the **Association** shall have the power to require said animal or pet to be removed from the **Condominium Property** and to impose fines for enforcement of the **Rules and Regulations**.

P. Employees. No employee, customer or patron of an **Owner** shall be allowed either to use any of the facilities which are **Common Elements** of **Sunset Bay at Bon Secour Island Villas, a Condominium** or to use any of the property owned or operated by the **Association**.

Q. Subdivision, Rezoning and Timesharing. Subject to the **Development Rights** and **Special Declarant Rights** reserved to the **Declarant** in this **Declaration** and in the **Act**:

1. No **Unit** may be subdivided, unless the record **Owner** of such **Unit** and all record **Owners** of liens on such **Unit** join in an amendment to this **Declaration** and unless at least **eighty percent (80%)** of the total voting interests of **Sunset Bay at Bon Secour Island Villas, a Condominium** approve such subdivision amendment.

2. No application for rezoning any portion of the **Units**, and no applications for variances or use permits, shall be filed with any governmental or quasi-governmental authority, unless the proposed rezoning has been approved by the **Owner** of such **Unit** and all record holders of liens on such **Unit** and **eighty percent (80%)** of the votes allocated to all memberships and the uses that would be permitted under the rezoning comply with this **Declaration** and the other **Condominium Documents**.

3. No **Owner** shall offer or sell any interest in any **Unit** under a "timesharing" or "interval ownership" plan or similar plan.

4. The provisions of this **Section 12.01.Q**, shall not prohibit the **Declarant** from exercising the **Development Rights** and **Special Declarant Rights** reserved to the **Declarant** in this **Declaration** and the **Act**.

R. Fuel Burning Devices. Except as may be approved by the **Association**, no fuel burning devices shall be used, kept or stored on the **Condominium Property** and no propane gas or charcoal grills may be maintained in or outside any **Unit**.

S. Hard Surface Floors. Installation of hard surface floor coverings such as tile, marble, wood and the like in any portion of the **Unit** (or **Limited Common Elements** appurtenant thereto including, without limitation, on any patio or balcony) other than foyers, bathrooms, and kitchens must be submitted to and approved by the **Board of Directors**, and if approved, meet all sound installation standards as established by the **Board of Directors** from time to time and also meet applicable structural requirements. Further, approval shall only be granted if appropriate materials are used in the installation of the flooring so as to minimize sound transmission. The installation of any **Improvement**, or heavy object must be submitted to and approved by the **Board of Directors** and must be compatible with the overall structure and design of the **Building**. The **Board of Directors** may require a structural engineer to review certain of the proposed **Improvements** with such review to be at the sole cost and expense of the **Owner**. In addition, the **Board of Directors** shall have the right to specify the exact material to be used on balconies. **Owners** will be held strictly liable for all violations of these restrictions and for all damages resulting therefrom and the **Association** has the right to require immediate removal of such violations. The **Declarant** makes no representations or warranties with respect to the sound transmission qualities of the **Units**. Each **Owner** by acceptance of a deed or other conveyance for its **Unit** hereby acknowledges and agrees that sound transmission in a multi-story building such as the **Condominium** is very difficult to control and that the noises from adjoining or nearby **Units**, the **Limited Common Elements** or mechanical equipment can often be heard in another **Unit**. The **Declarant** does not make any representation or warranty as to the level of sound transmission between and among the **Units** and other portions of the **Condominium Property** and each **Owner** hereby waives and expressly releases such warranty and claim for loss or damages resulting from sound transmission.

T. Hurricane Shutters. The **Board of Directors** may from time to time establish hurricane shutter or laminated glass or window film specifications which comply with the applicable building code and which establish permitted color/tints, styles and materials for hurricane shutters or such laminated glass or indoor window film. The **Association** shall approve the installation or replacement of hurricane shutters or laminated glass or window film as applicable, conforming with the specifications of the **Board of Director**. The **Board of Directors** may, with the approval of a **Majority** of those eligible votes of **Owners of Units** in **Sunset Bay at Bon Secour Island Villas, a Condominium**, install hurricane shutters or laminated glass or other indoor window film and may, without regard to approval of the **Owners**, maintain, repair or replace such approved shutters or glass whether on or within the **Common Elements, Limited Common Elements** or **Units**. **Provided, However**, that if laminated glass or indoor window film in accordance with the applicable building code and standards are architecturally designed to serve as hurricane protection is installed, the **Board of Directors** will not install hurricane shutters in accordance with this provision. If shutters are permitted, all shutters shall not cover a window opening and shall comply with all of the **Rules and Regulations** established by the **Board of Directors** of the **Association** until a storm watch or storm warning is announced by the **National Weather Center** or other recognized weather forecaster. A **Unit Owner** or **Occupant** who plans to be absent during all or any portion of the hurricane season must prepare a **Unit** prior to departure by designating a responsible firm or individual to care for the **Unit** should a hurricane threaten the **Unit** or should the **Unit** suffer hurricane damage and furnishing the **Association** with the names of such individuals or firms.

U. Window Coverings. The window coverings of all **Units** shall be white or off white when viewed from the exterior of the **Unit** or such other color as approved by the **Board of Directors**.

V. Use of Common Elements. The **Common Elements** shall be used in accordance

with this **Declaration** and only by the **Owners** and their agents, tenants, family members, invitee and licensees for access, ingress to and egress from the respective **Units** and for such other purposes incidental to the use of the **Units**. However, other areas designated for a specific use shall be used for the purposes approved by the **Board of Directors**. The use, maintenance and operation of the **Common Elements** shall not be obstructed, damaged, or unreasonably interfered with by any **Owner**, and shall be subject to any lease, concession, or easement, presently in existence or entered into by the **Board of Directors** at some future time, affecting any part or all of said **Common Elements**.

Neither an **Owner** nor a guest may use any **Common Element** in any manner that unreasonably interferes with the rights of other **Owners** in and to the **Common Elements**. No **Owner** shall cause, or permit the guests of said **Owner** to cause, waste to any **Common Element**. The rights of the **Owners** to use the **Common Elements** are subordinate and subject to all of the rights and powers of the **Association** with respect to the **Common Elements**, including, without limitation, the right and power of the **Association** to adopt **Rules and Regulations** regulating the use of the **Common Elements**.

W. Governmental Authority. Nothing shall be done or kept at the **Condominium Property** in violation of any law, ordinance, rule, regulation or other requirement of any governmental or quasi-governmental authority. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of **Sunset Bay at Bon Secour Island Villas, a Condominium** shall be the same as the responsibility for the maintenance and repair of **Sunset Bay at Bon Secour Island Villas, a Condominium** concerned.

X. Unlawful Discrimination. Neither the **Board of Directors** nor the **Association** shall take or permit to be taken any action that unlawfully discriminates against any **Owners**.

Section 12.02. Unrestricted Right of Transfer. The right of an **Owner** to sell, transfer, or otherwise convey said **Unit** shall not be subject to any right of first refusal or similar restriction.

Section 12.03. Leases. Subject to the **Development Rights** and **Special Declarant Rights** reserved to the **Declarant** in this **Declaration** and the **Act**, each **Unit** may be leased by the **Owner**. **Provided, However**, that such lease and the rights of any tenant under said lease are made expressly subject to this **Declaration** and the power of the **Association** to prescribe reasonable **Rules and Regulations** relating to the lease and rental of **Units** and to enforce the same directly against such tenant or other **Occupant** by the exercise of such remedies as the **Board of Directors** deems appropriate, including eviction. The **Association** may require that no **Unit** may be leased unless said lease is evidenced by a formal written lease agreement, the form of which may be approved by the **Association**. In addition, the **Association** may require information, including financial information, on any tenant before said lease can become effective or the tenant can take possession. No individual rooms may be rented. Anything to the contrary notwithstanding, the **Declarant**, and the successors and assigns of the **Declarant**, retain the right to maintain sales offices, management offices, leasing and operations offices and models on **Sunset Bay at Bon Secour Island Villas, a Condominium** as provided in **Section 7.11**, of this **Declaration**. **Provided, However**, anything else contained in this **Declaration** to the contrary notwithstanding, no tenant shall have the right of access to any portion of **Sunset Bay** unless specifically authorized to do so by the **Master Association**. The **Master Association** may substantially limit the right to use any of the **Common Areas** in **Sunset Bay** or any tenant in **Sunset Bay at Bon Secour Island Villas, a Condominium**.

Each **Unit Owner** who shall lease or rent the **Unit** of said **Owner** irrevocably empowers the **Association** or the managing agent of the **Association** to enforce the **Rules and Regulations** and to terminate the lease and evict any tenant or occupant who fails to comply with the **Rules and Regulations**. The **Association**, the **Board of Directors**, or any agent thereof, shall not become liable to any **Unit Owner** or any person who sublets a **Unit**, or other party for any loss of rents or other damages resulting from the reasonable exercise of the provisions of this paragraph. Nothing to the contrary withstanding, a **Unit Owner**

is primarily responsible for the acts or omissions of the family, tenants, guests, invitees or **Occupants** of the **Unit** of the **Owner**.

Section 12.04. Sunset Bay. All **Unit Owners** shall comply with the restrictive covenants contained in the **Master Declaration** pertaining to the use of **Sunset Bay**.

Section 12.05. Rules and Regulations. The **Association** is authorized to promulgate, amend and enforce the **Rules and Regulations** concerning the operation and use of the **Condominium Property** provided that such **Rules and Regulations** are not contrary to or inconsistent with the **Act** and the **Condominium Documents**. A copy of the **Rules and Regulations** shall be furnished by the **Board of Directors** to each **Unit Owner** prior to the time they become effective. All present and future **Unit Owners**, tenants, **Occupants**, and any **Person** who uses any part of the **Condominium Property** in any manner, are subject to, and shall comply with the provisions of the **Condominium Documents** and the **Rules and Regulations**. The acquisition, rental or occupancy of a **Unit** or the use of any part of the **Condominium Property** by any one (1) **Person** shall constitute the agreement of such **Person** to be subject to and bound by the provisions of the **Condominium Documents** and the **Rules and Regulations**, and such provisions shall be deemed to be enforceable as equitable servitudes and covenants running with the land and shall bind any **Person** having at any time any interest or estate in such **Unit**, as though such provisions were recited and stipulated in full in each and every deed of conveyance or lease thereof. The **Association** may promulgate enforcement provisions for violation of any **Rule or Regulation** by an **Owner**, the family members, guests, invitees, lessees or renters of the **Owner**, including the payment of penalties for such violations. Copies of **Rules and Regulations** shall be furnished by the **Association** to all **Owners** and **Occupants** of **Sunset Bay at Bon Secour Island Villas, a Condominium** upon request.

All **Unit Owners** shall comply with the **Rules and Regulations** of the **Master Association** as said **Rules and Regulations** apply to **Sunset Bay**.

Section 12.06. Exemption by Declarant. Nothing contained in this **Declaration** or in any other **Condominium Document** shall be construed to prevent: the exercise and enjoyment of the **Declarant** of any **Development Rights** or **Special Declarant Rights** as set forth in this **Declaration** or any other rights of **Declarant** under this **Declaration** or any other **Condominium Document**; or the conduct by **Declarant** or the employees or agents of the **Declarant** of any activity, including, without limitation, the erection or maintenance of temporary structures, **Improvements** or signs, necessary or convenient to the development, construction, marketing or sale of property within or adjacent to the **Condominium**.

Section 12.07. No Restrictions on Encumbering Units with Security Interests. Anything construed in any of the **Condominium Documents** to the contrary, there shall be no restrictions on the right of an **Owner** to encumber a **Unit** with a **Security Interest**.

Section 12.08. Right of Access. Each **Unit Owner** grants a right of access to such **Unit** to the **Association**, and to any other person authorized by the **Association** for the purpose of making inspections and for the purpose of correcting any condition originating in the **Unit** of the **Owner** and threatening other **Units, Common Elements** or **Limited Common Elements**, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other **Common Elements** within a **Unit**, if any, or to correct any conditions which violates the provisions of any Mortgage covering another **Unit** or to enforce any provisions of the **Condominium Documents**, provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the **Unit Owner**. In case of an emergency such right of entry shall be immediate whether the **Unit Owner** is present at the time or not. Each **Unit Owner** further grants a right of access to such **Unit** to the **Declarant** and/or the agent of the **Declarant** for the purpose of making all repairs required by any warranty delivered to the **Unit Owner** at the closing of a **Unit**. To the extent that damages inflicted on the **Common Elements, Limited Common Elements** or any **Unit** through which access is taken, the **Unit Owner** or the **Association**, if it causes the same, shall be liable for the prompt repair thereof.

Section 12.09. Limitation of Liability. The **Association** shall not be liable for any failure of water or power supply, telephone, security, fire protection or other service to be obtained by the **Association** or paid for out of the **Common Expense** funds or problems resulting from the operation or lack of operation of sewer lines servicing the **Condominium Property**, or for injury or damage to a person or property caused by the natural elements or resulting from electricity, water, snow or ice which may leak or flow from any portion of the **Common Elements, Limited Common Elements** or from any wire, pipe, drain, conduit, appliance or equipment. The **Association** shall not be liable to the **Owner** of any **Unit** for the loss or damage, by theft or otherwise, of articles which may be stored upon any of the **Common Elements** or **Limited Common Elements**. No diminution or abatement of the **Common Expense** assessments, as herein elsewhere provided, shall be claimed or allowed for any reason, except by action taken by the **Board of Directors** of the **Association** in accordance with the **By-Laws**.

Section 12.10. Abatement of Violations. The violation of any **Rule or Regulation** adopted by the **Board of Directors** or breach of the provisions of the **Condominium Documents**, shall give the **Declarant**, the **Association**, or any **Unit Owner** the right, in addition to any other right or remedy elsewhere available, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach. All expenses of such actions or proceedings against a defaulting **Unit Owner**, including court costs, attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the highest lawful rate on judgments until paid, shall be charged to and assessed against such defaulting **Owner**, and the **Association** shall have a lien for all of the same upon the **Unit** of such defaulting **Owner**, upon all of such defaulting additions and **Improvements** of **Owner** thereto and a security interest under the **Alabama Uniform Commercial Code** upon all of such defaulting the personal property of the **Owner** in such defaulting the **Unit** of the **Owner** or located elsewhere on the **Condominium Property**. Nothing contained in this **Declaration** shall prevent an **Owner** from maintaining such an action or proceeding against the **Association** and the expense of any action to remedy a default of the **Association** shall be a **Common Expense** if a court of competent jurisdiction finds the **Association** to be in default as alleged in such action or proceeding.

Section 12.11. Failure of the Association to Insist on Strict Performance; No Waiver. Failure of the **Association** to insist in any one or more instances upon the strict performance of any of the terms, covenants, conditions or restrictions of this **Declaration** or to exercise any right or option contained in this **Declaration**, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment from the future performance of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the **Association** of any assessment from an **Owner** with knowledge of the breach of any covenant hereof shall not be deemed to be a waiver of such breach and no waiver by the **Association** of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the **Board of Directors** of the **Association**.

Article XIII **Amendment**

Section 13.01. Amendment. Subject to the provisions of this **Section 13.01.**, this **Declaration** and the **By-Laws** of the **Association** may be amended as provided in the **Act**.

Section 13.02. Amendment of Material Provisions. No amendment of any material provision of this **Declaration** described in this **Section 13.02.** may be effective without the vote or agreement of **Owners** of **Units** to which at least **two-thirds (2/3)** of the votes in the **Association** are allocated (subject to the **Development Rights** and **Special Declarant Rights** reserved to the **Declarant** by this **Declaration** and by the **Act** and the provisions contained in **Section 13.04.** of this **Declaration**) and the approval by vote or agreement of at least **fifty-one percent (51%)** of the **Eligible Security Interest Holders**. "**Material**" provisions include any provision affecting the following:

- A. Voting rights.
- B. Increases in **Assessments** if such **Assessment** will increase the then existing amount of **Assessments** by more than **twenty-five percent (25%)**, **Assessment** liens or subordination of **Assessment** liens.
- C. Reduction in reserves for maintenance, repair and replacement of the **Common Elements**.
- D. Insurance or fidelity bonds.
- E. Rights to use the **Common Elements**.
- F. Responsibility for maintenance and repairs.
- G. Boundaries of a **Unit** subject to a first **Security Interest** held by an **Eligible Security Interest Holder**.
- H. Leasing of **Units**.
- I. Imposition of any restrictions on the right of an **Owner** to sell, lease or transfer the **Unit** of said **Owner**.
- J. Establishment of self management by the **Association** if professional management had been required by an **Eligible Security Interest Holder**.
- K. Conversion of **Units** into **Common Elements** or conversion of **Common Elements** into **Units**.
- L. Restoration or repair of **Sunset Bay at Bon Secour Island Villas, a Condominium** after hazard damage or partial condemnation in a manner other than that specified in this **Declaration**.
- M. Any provisions included in this **Declaration** which are for the express benefit of **Eligible Security Interest Holders**.

Section 13.03. Eligible Security Interest Holders. Any **Eligible Security Interest Holder** who receives a written request from the **Board of Directors** to respond to or consent to any action shall be deemed to have approved such action if the **Association** does not receive a written response from the **Eligible Security Interest Holder** within **thirty (30)** days of the date of the request of the **Association**, provided such request is delivered to the **Eligible Security Interest Holder** by certified or registered mail, return receipt requested.

Section 13.04. Consent by the Declarant. No **Amendment** to any of the **Condominium Documents** may be adopted that would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted to the **Declarant** without the consent of the **Declarant**.

Section 13.05. Recording. Any **Amendment** to the **Condominium Documents** shall become effective when recorded in the **Office of the Judge of Probate of Baldwin County, Alabama** in accordance with the **Act**.

Article XIV
Purchase of Condominium Unit by Association

Section 14.01. Decision. The decision of the **Association** to purchase a **Unit** shall be made by the **Board of Directors** without the approval of the **Members** except as provided in this **Article XIV**.

Section 14.02. Limitation. If at any time the **Association** is already the **Owner** of or has agreed to purchase **one (1)** or more **Units**, the **Association** may not purchase any additional **Units** without the prior written approval of **Members** holding **seventy-five percent (75%)** of the votes of those **Members** eligible to vote, except as provided in this **Declaration**. A **Member** whose **Unit** is the subject matter of the proposed purchase shall be *ineligible* to vote. Notwithstanding the foregoing, however, the foregoing limitations shall not apply to **Units** either to be purchased at public sale resulting from a foreclosure of the lien of the **Association** for delinquent **Assessments** where the bid of the **Association** does not exceed the amount found due the **Association**, or to be acquired by the **Association** in lieu of foreclosure of such lien if the consideration does not exceed the cancellation of such lien. In any event, the **Board of Directors** or a designee of the **Board of Directors**, acting on behalf of the **Association**, may only purchase a **Unit** in accordance with this **Article XIV**, or as the result of a sale pursuant to the foreclosure of:

- A. A lien on the **Unit** for unpaid taxes;
- B. a lien of a **Security Interest**;
- C. the lien for unpaid assessments; or
- D. any other judgment lien or lien attaching to such **Unit** by operation of law.

Article XV
Notice of Lien or Suit

Section 15.01. Notice of Lien. An **Owner** shall give notice in writing to the **Secretary** of the **Association** of every lien on said **Unit**, other than liens for a **Security Interest**, taxes and special **Assessments**, within **five (5)** days after said **Owner** receives notice of the lien.

Section 15.02. Notice of Suit. An **Owner** shall give notice in writing to the **Secretary** of the **Association** of every suit or other proceeding that may affect the title to the **Unit** of said **Owner**, with such notice to be given within **five (5)** days after the **Owner** obtains knowledge of said suit or proceeding.

Section 15.03. Failure to Comply. Failure to comply with this **Article XV** will not affect the validity of any judicial proceeding.

Article XVI
Rules and Regulations

Section 16.01. Compliance. Each **Owner** and the **Association** shall be governed by and shall comply with the terms of the **Condominium Documents** and the **Rules and Regulations** applicable to **Sunset Bay at Bon Secour Island Villas, a Condominium**. Ownership of a **Unit** subjects the **Owner** to compliance with provisions of the **Declaration**, the **Articles of Incorporation**, the **By-Laws**, the **Rules and Regulations** and any contracts to which the **Association** is a party, as well as to any amendments to any of the foregoing. Failure of the **Owner** to comply shall entitle the **Association** or other **Owners** to an action for damages or injunctive relief, or both, in addition to other remedies provided in the **Condominium Documents** and the **Act**.

Section 16.02. Enforcement. The **Association**, through the **Board of Directors**, is empowered

to enforce the **Condominium Documents** and all **Rules and Regulations** of the **Association** by such means as are provided by the **Act**, including the imposition of reasonable fines (after reasonable notice and opportunity to be heard) from time to time as set forth in the **By-Laws**. In the event an **Owner** fails to maintain the **Unit** of said **Owner** in the manner required in the **Condominium Documents** and any **Rules and Regulations**, the **Association**, through the **Board of Directors**, shall have the right to assess the **Owner** and the **Unit** for the sums necessary to do the work required to effect compliance and to collect, and enforce the collection of, a special **Assessment** as provided in this **Declaration**. In addition, the **Association** shall have the right, for the **Association** and the employees and agents of the **Association**, to enter the **Unit** of an **Owner** and perform the necessary work to effect compliance.

Section 16.03. Negligence. An **Owner** shall be liable for the expense of any maintenance, repair or replacement rendered necessary by the act, neglect or carelessness of said **Owner** or by that of any member of the family of said **Owner**, or the lessees, guests, invitees, employees or agents of an **Owner**, but only to the extent that such expense is not met by the proceeds of insurance carried by the **Association**. Such liability shall include any increase in fire and casualty insurance rates occasioned by the use, misuse, occupancy or abandonment of a **Unit**, or the **Common Elements** or **Limited Common Elements**. The liability for such increases in insurance rates shall equal five times the first resulting increase in the annual premium rate for such insurance.

Section 16.04. No Waiver of Rights. The failure of the **Association** or any **Owner** to enforce any covenant, restriction or other provision of the **Act**, the **Condominium Documents** or any **Rules and Regulations** shall not constitute a waiver of the right to do so.

Article XVII

General Provisions Pertaining to Eligible Security Interest Holders

Section 17.01. Notices to Eligible Security Interest Holders. Any **Eligible Security Interest Holder** will be entitled to timely written notice of:

A. **Condemnation or Casualty Loss.** Any condemnation or casualty loss that affects either a material portion of **Sunset Bay at Bon Secour Island Villas, a Condominium** or the **Unit** securing the first **Security Interest** held by the **Eligible Security Interest Holder**.

B. **Sixty Day Delinquency.** Any **sixty (60)** day delinquency in the payment of **Assessments** or charges owed by the **Owner** of any **Unit** on which there is a first **Security Interest** held by an **Eligible Security Interest Holder**.

C. **Insurance Policy.** A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the **Association**.

D. **Consent.** Any proposed action that requires the consent of a specified percentage of **Eligible Security Interest Holders**.

Section 17.02. Blanket Security Interest. The entire **Condominium Property**, or some or all of the **Units** included in **Sunset Bay at Bon Secour Island Villas, a Condominium**, may be subjected to a single or blanket **Security Interest** constituting a lien on **Sunset Bay at Bon Secour Island Villas, a Condominium** or **Units** created by a recordable instrument executed by all of the **Owners** of **Sunset Bay at Bon Secour Island Villas, a Condominium** or **Units** covered by said **Security Interest**. Any **Unit** included under the lien of such **Security Interest** may be sold or otherwise conveyed or transferred subject to said **Security Interest**. Any such **Security Interest** shall provide a method whereby any **Owner** may obtain a release of the **Unit** of said **Owner** from the lien of such **Security Interest** and a satisfaction and discharge in recordable form upon payment to the holder of the **Security Interest** of a sum equal to the reasonable proportionate share attributable to the **Unit** of said **Owner** of the then outstanding balance of unpaid principal

and accrued interest, and any other charges then due and unpaid. The proportionate share of the **Security Interest** required to be paid for release shall be determined by provisions pertaining to said release stated in the **Security Interest**, or, if the **Security Interest** contains no such provisions, then according to the proportionate share of the **Common Elements** of **Sunset Bay at Bon Secour Island Villas, a Condominium** attributable to such **Unit** or **Units**.

Article XVIII **Termination**

The termination of **Sunset Bay at Bon Secour Island Villas, a Condominium** may be effected in accordance with the provisions of the **Act** and by agreement of **Owners** of **Units** to which at least **ninety percent (90%)** of the votes in the **Association** are allocated. The agreement shall be evidenced by a written instrument executed in the manner required for a deed and recorded in the public records of **Baldwin County, Alabama**. After termination of **Sunset Bay at Bon Secour Island Villas, a Condominium** the **Owners** shall own **Sunset Bay at Bon Secour Island Villas, a Condominium** and all assets of the **Association** as tenants in common in undivided shares.

Article XIX **Covenant Against Partition**

There shall be no judicial or other partition of **Sunset Bay at Bon Secour Island Villas, a Condominium** or any part of **Sunset Bay at Bon Secour Island Villas, a Condominium**, nor shall the **Declarant** or any **Person** acquiring any interest in **Sunset Bay at Bon Secour Island Villas, a Condominium** or any part of **Sunset Bay at Bon Secour Island Villas, a Condominium** seek any such partition unless **Sunset Bay at Bon Secour Island Villas, a Condominium** has been removed from the provisions of the **Act**.

Article XX **Miscellaneous**

Section 20.01. Intent. It is the intent of the **Declarant** to create a condominium pursuant to the **Act**. In the event that **Sunset Bay at Bon Secour Island Villas, a Condominium** created by this **Declaration** shall fail in any respect to comply with the **Act**, then the common law as the same exists on the filing date of this **Declaration** shall control, and **Sunset Bay at Bon Secour Island Villas, a Condominium** created shall be governed in accordance with the laws of the **State of Alabama**, the **By-Laws**, the **Articles of Incorporation** and all other instruments and exhibits attached to or made a part of this **Declaration**.

Section 20.02. Covenants, Conditions and Restrictions. All provisions of the **Condominium Documents** shall, to the extent applicable and unless otherwise expressly provided in the **Condominium Documents** to the contrary, be perpetual and be construed to be covenants running with the land and with every part of the land and interest in the land; and all of the provisions of the **Condominium Documents** shall be binding on and inure to the benefit of any **Owner** of all or any part of the land or interest in the land, and their heirs, executors, administrators, legal representatives, successors and assigns, but said provisions are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All **Owners** and **Occupants** shall be subject to and shall comply with the provisions of the **Condominium Documents** and any **Rules and Regulations**.

Section 20.03. Severability. The invalidity in whole or in part of any covenant or restriction or any paragraph, subparagraph, sentence, clause, phrase, word or other provision of this **Declaration**, the **Articles of Incorporation**, the **By-Laws**, any **Rules and Regulations** and any exhibits attached to the **Condominium Documents**, as the same may be amended from time to time, or the **Act**, or the invalidity in whole or in part of the application of any such covenant, restriction, paragraph, subparagraph, sentence, clause, phrase, word or other provision shall not affect the remaining portion.

Section 20.04. Notice. The following provisions shall govern the construction of the **Condominium Documents**, except as may be specifically provided to the contrary in this **Declaration**. All notices required or desired under the **Condominium Documents** to be sent to the **Association** shall be sent certified mail, return receipt requested, to the **Secretary** of the **Association**, at such address as the **Association** may designate from time to time by notice in writing to all **Owners**. Except as provided specifically to the contrary in the **Act**, all notices to any **Owner** shall be delivered in person or sent by first class mail to the address of such **Owner** at **Sunset Bay at Bon Secour Island Villas, a Condominium**, or to such other address as said **Owner** may have designated from time to time, in a writing to the **Association**. Proof of such mailing or personal delivery to an **Owner** by the **Association** may be provided by the affidavit of the **Person** or by a post office certificate of mailing. All notices to the **Association** or an **Owner** shall be deemed to have been given when delivered to the addressee in person or by a post office certificate of mailing.

Section 20.05. Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by the **Condominium Documents** or any **Rules and Regulations** adopted pursuant to such documents, such dispute or litigation shall be governed by the laws of the **State of Alabama**.

Section 20.06. Waiver. No provisions contained in the **Condominium Documents** shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches of the **Condominium Documents** which may occur.

Section 20.07. Ratification. Each **Owner**, by reason of having acquired ownership of a **Unit**, whether by purchase, gift, operation of law, or otherwise, shall be deemed to have acknowledged and agreed that all the provisions of the **Condominium Documents** and any **Rules and Regulations** are fair and reasonable in all material respects.

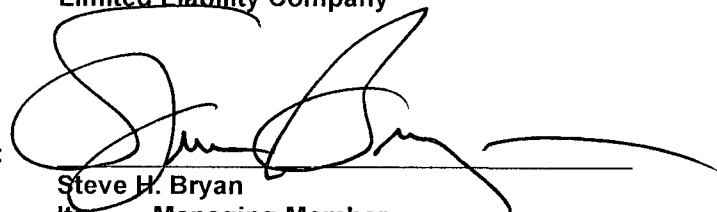
Section 20.08. Captions. The captions used in the **Condominium Documents** are inserted solely as a matter of convenience and reference and shall not be relied on and/or used in construing the effect or meaning of any of the text of the **Condominium Documents**.

Section 20.09. Costs and Attorney's Fees. In any proceeding arising because of an alleged default by an **Owner**, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorney's fees as may be awarded by the court.

IN WITNESS WHEREOF, the **Declarant** has caused this **Declaration** to be executed on this the 23rd day of **August, 2007**.

**Bon Secour Development, L.L.C., an Alabama
Limited Liability Company**

By:



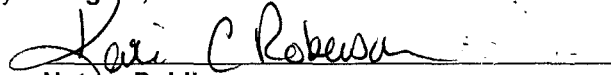
Steve H. Bryan
Its: **Managing Member**

STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Steve H. Bryan**, whose name as **Managing Member of Bon Secour Development, 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 **Managing Member** and with full authority, executed the same voluntarily for and as the act of said **Company**.

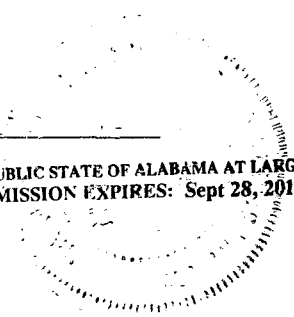
Given under my hand and seal on this 23rd day of **August, 2007**.



Notary Public

My Commission Expires:

**NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sept 28, 2010**



THIS INSTRUMENT PREPARED BY:

**Sam W. Irby
Irby & Heard, P.C.
Attorneys at Law
317 Magnolia Avenue
Post Office Box 1031
Fairhope, Alabama 36533
(251) 928-4555**

**See Plans recorded in
Apartment Book 26,
Pages 1 through 36**

CERTIFICATION BY ARCHITECT
PHASE I
SUNSET BAY AT BON SECOUR ISLAND VILLAS,
A CONDOMINIUM

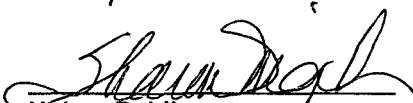
I, **Stephen G. Hill**, a registered **Architect** in the **State of Alabama**, **Alabama Registration Number 4882**, certify that to the best of my professional knowledge the **Plans** labeled **Exhibit "A"**, **Pages 1 through 36** inclusive, attached to and made a part of the **Declaration of Condominium of Sunset Bay at Bon Secour Island Villas, a Condominium** show the layout, location, **Unit** numbers and dimensions of the **Units** and the **Improvements** in **Phase I of Sunset Bay at Bon Secour Island Villas, a Condominium**. I further certify that to the best of my professional knowledge the **Plans of Phase I of Sunset Bay at Bon Secour Island Villas, a Condominium** show the dimensions of the **Improvements** and the **Units "As-Built"** and that the **Improvements** shown on the **Plans** are substantially complete. I further certify that the **Plans** contain all of the information required by **Ala. Code 1975, §35-8A-209**.

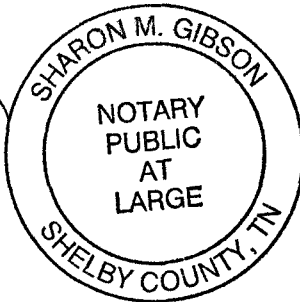


Stephen G. Hill
Registered Architect
Alabama Registration Number: 4882

Date: Aug. 31, 2007

SUBSCRIBED AND SWORN to
before me this the 31 day of
Aug, 2007.


Notary Public
My Commission Expires:
MY COMMISSION EXPIRES:
May 13, 2009



INDEX TO EXHIBIT "A"

- 1 INDEX TO EXHIBIT "A"
- 2 WETLANDS
- 3 SITE PLAN
- 4 NORTH ELEVATION
- 5 EAST ELEVATION
- 6 SOUTH ELEVATION
- 7 WEST ELEVATION
- 8 OVERALL GROUND FLOOR PLAN
- 9 OVERALL SECOND FLOOR PLAN
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- 36 UNIT 905 FLOOR PLAN

ABBREVIATIONS

- AC HVAC CLOSET
- C CLOSET
- L LINEN
- LCE LIMITED COMMON ELEMENT
- LIN LINEN
- P PANTRY
- SHWR SHOWER
- STOR STORAGE ROOM
- TLT TOILET
- U UTILITY ROOM
- WH WATER HEATER

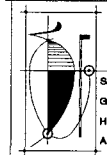
EXHIBIT 'A'

PAGE 1 OF 36

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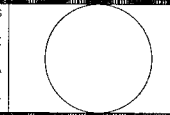
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steph@shillarchitect.com



**SUNSET BAY AT
BON SECOUR
ISLAND VILLAS,
A CONDOMINIUM**

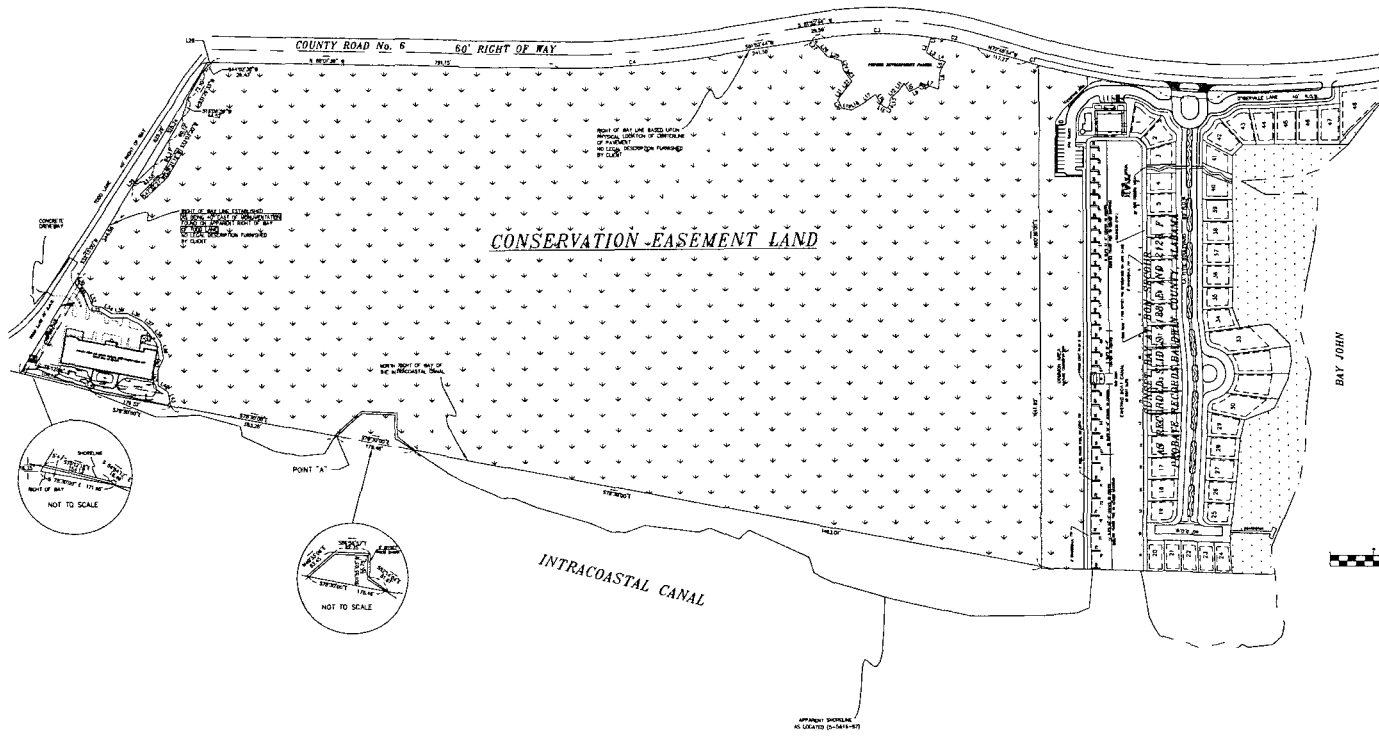
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FOLLOW AND OBSERVE ALL CITY, STATE, COUNTY, FEDERAL AND ARCHITECT, CONTRACTOR'S REQUIREMENTS FOR
REVISIONS TO BE MADE AND CORRECTIVE ACTION TO BE TAKEN
WHEN REQUIRED. MAINTAIN ALL CONTACT WITH ARCHITECT
THROUGHOUT THE COURSE OF CONSTRUCTION.

OWNER: SCH
CONTRACTOR: SCH

DATE 7-20-05
PROJECT 04114.13
SHEET

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WETLANDS

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PAGE 2 OF 36

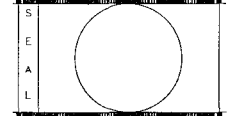
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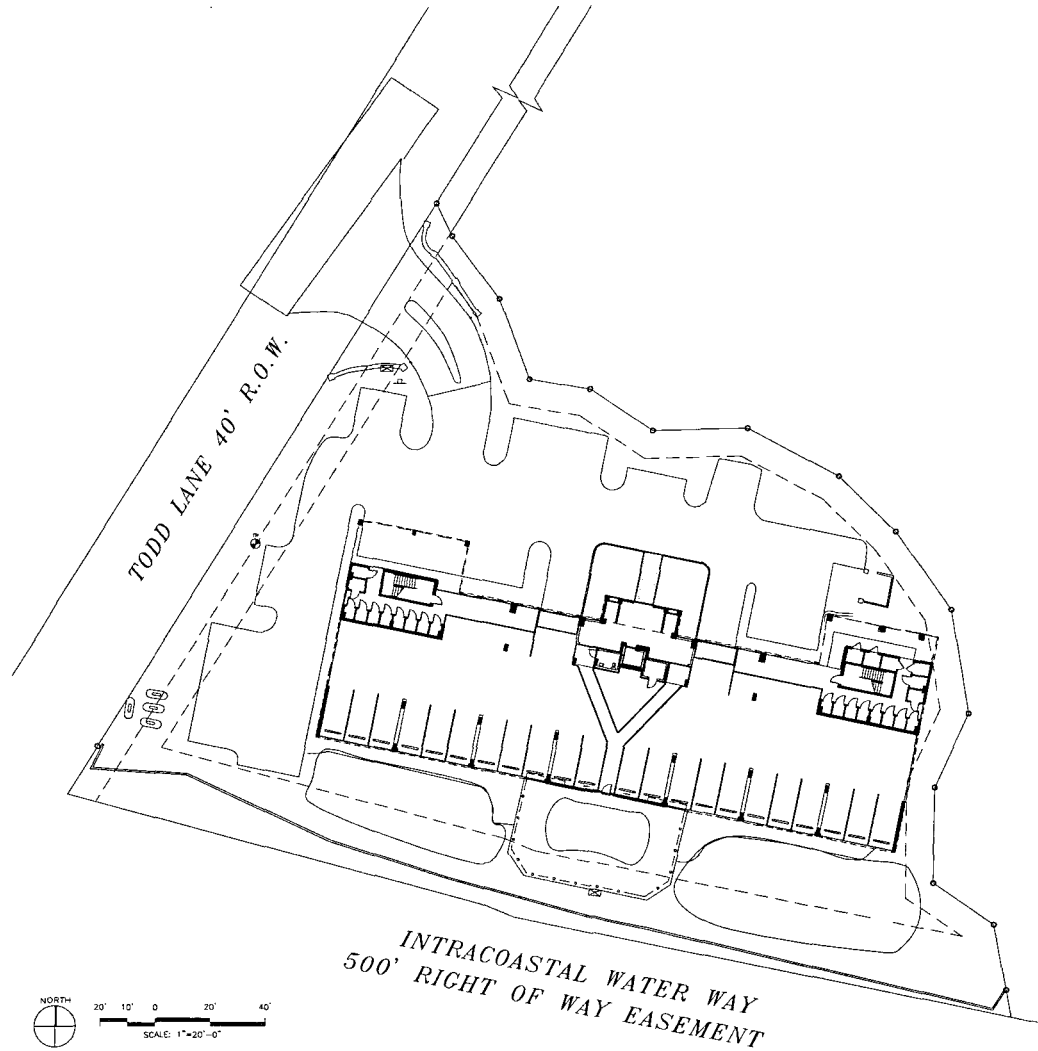
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SITE PLAN

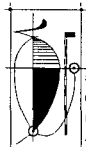

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NORTH ELEVATION

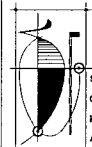
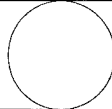
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EAST ELEVATION

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SOUTH ELEVATION

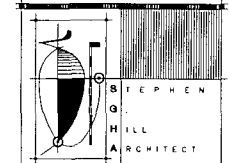
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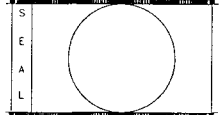
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stephen.hill@architect.com



SUNSET BAY AT
BON SECOUR
ISLAND VILLAS,
A CONDOMINIUM

REVISIONS

NO.	DATE	DESCRIPTION

DATE	7-20-05
PROJECT	04114.13
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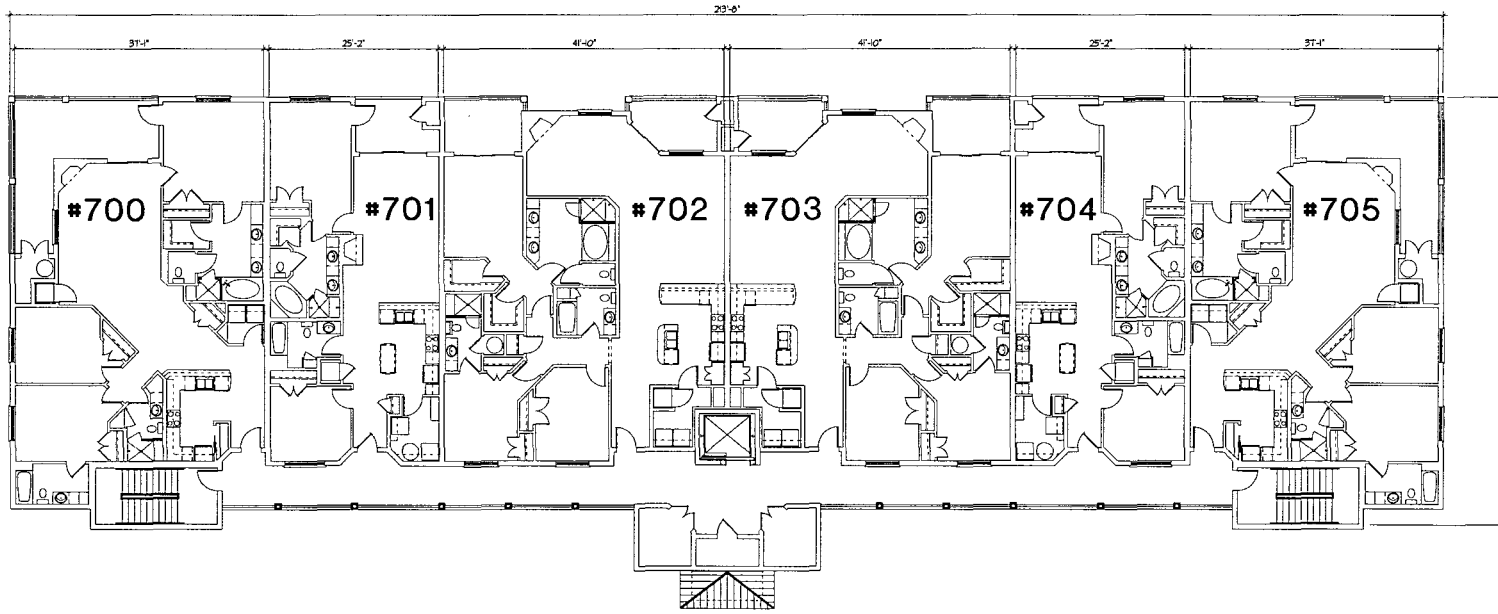
PAGE 7 OF 36

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ALL OF THE REAL PROPERTY DESCRIBED ON THESE PLANS ARE SUBJECT TO DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF SUNSET BAY AT BON SECOUR ISLAND VILLAS, A CONDOMINIUM.

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "AE 11", AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. ALL OF THE REAL PROPERTY DESCRIBED IN THE PLANS IS SUBJECT TO SPECIAL DECLARANT RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF SUNSET BAY AT BON SECOUR ISLAND VILLAS, A CONDOMINIUM.

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4848 POPLAR, SUITE 208 MEMPHIS, TN 38117 901-583-3400 FAX 901-483-3080 CELL 901-351-7683 stephen@stephensgill.com																					
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OVERALL THIRD FLOOR PLAN

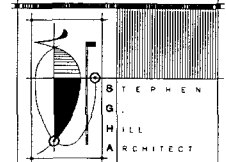
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PAGE 10 OF 36

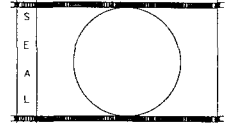
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STEPHEN
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ARCHITECT



SUNSET BAY AT
BON SECOUR
ISLAND VILLAS,
A CONDOMINIUM

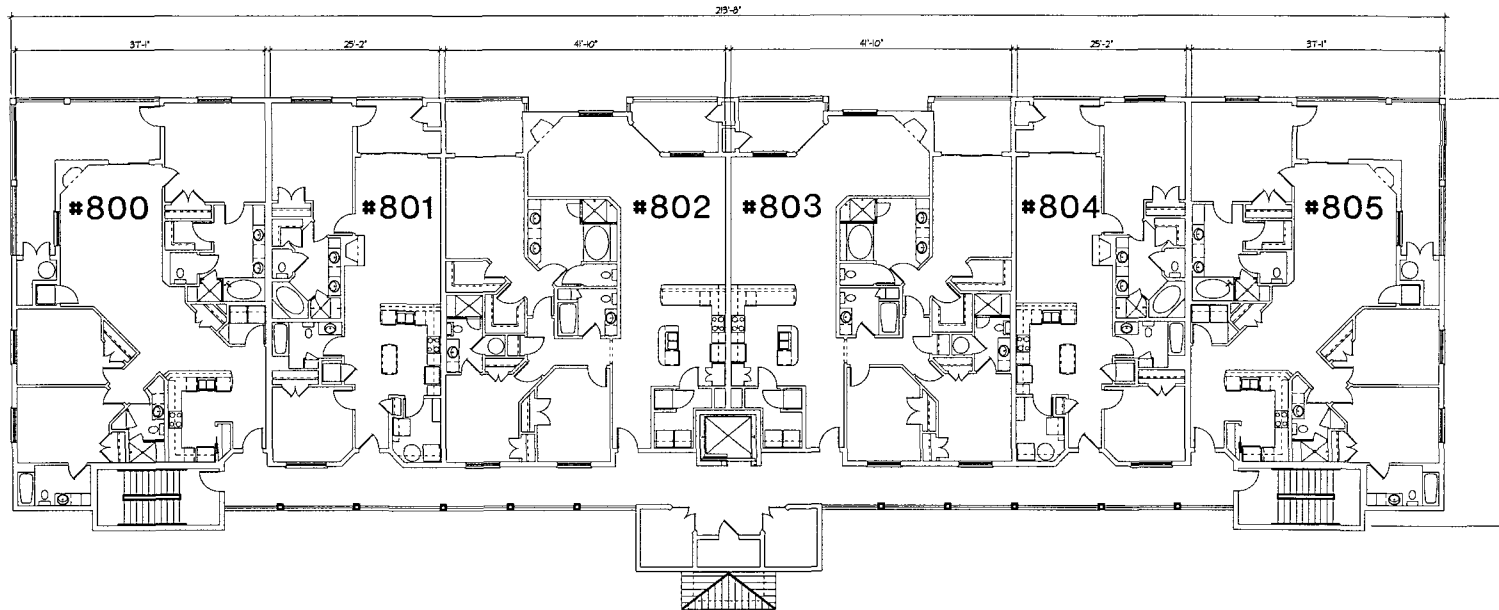
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BEFORE AND AFTER COMMENCEMENT OF CONSTRUCTION. VERIFY ALL
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OVERALL FOURTH FLOOR PLAN

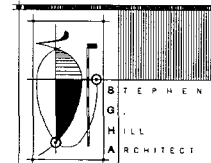
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PAGE 11 OF 36

ATTACHED TO AND MADE A PART OF THE DECLARATION OF CONDOMINIUM OF SUNSET BAY AT BON SECOUR ISLAND VILLAS, A CONDOMINIUM.

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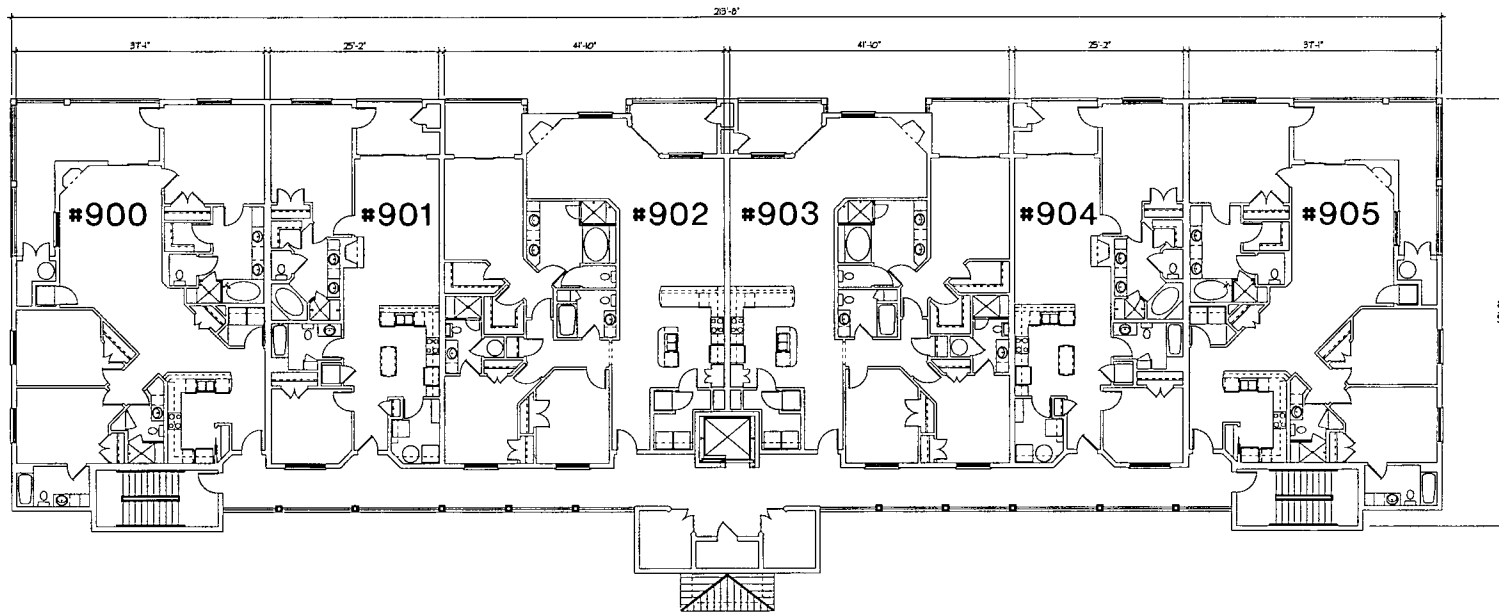
SUNSET BAY AT
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A CONDOMINIUM

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OVERALL FIFTH FLOOR PLAN

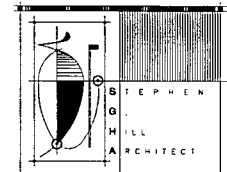
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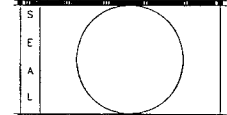
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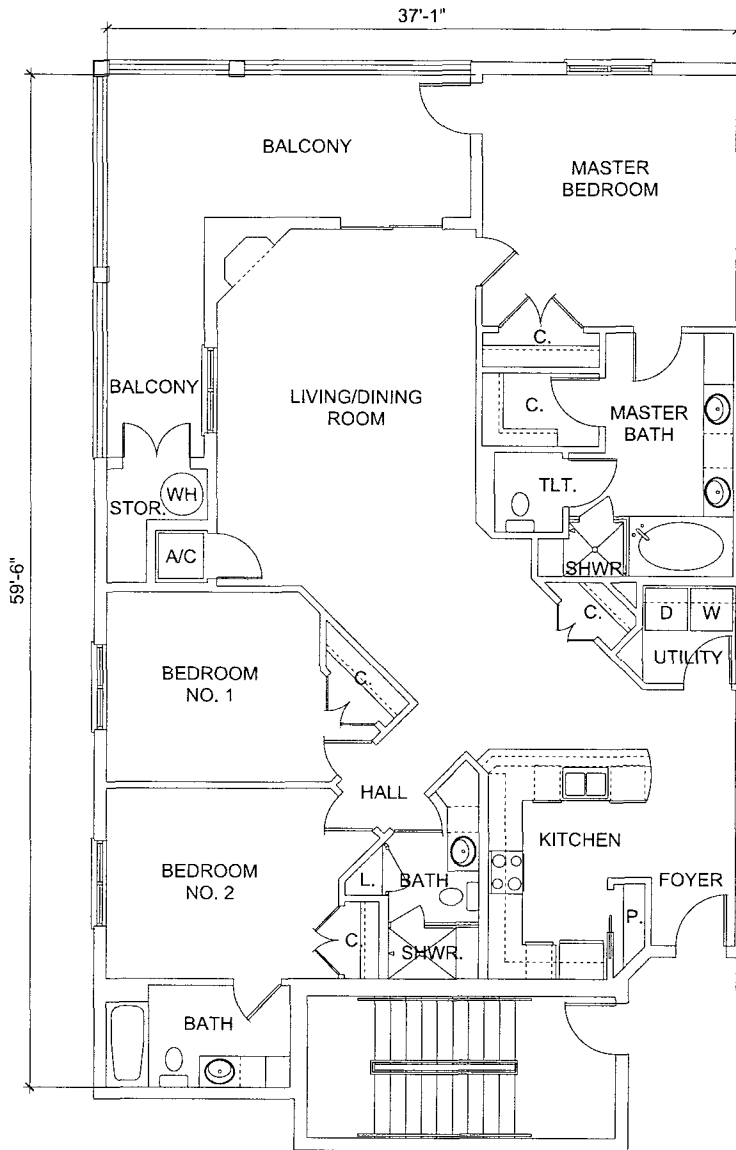
SUNSET BAY AT
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UNIT 600 FLOOR PLAN
(1,808 SQ. FT.)

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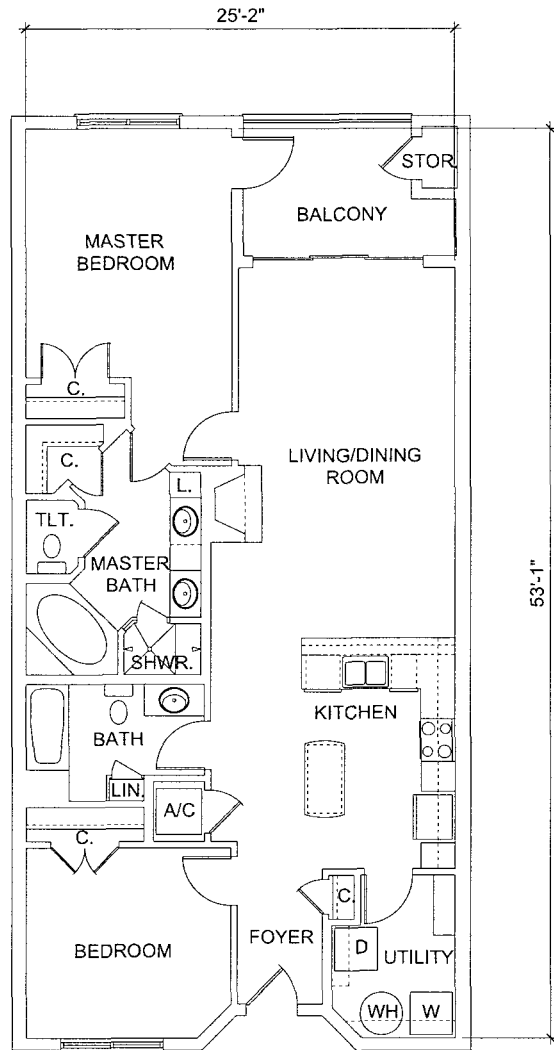
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<p style="font-size: 8px; margin: 0;">STEPHEN HILL ARCHITECT</p>	4045 POPLAR SUITE 208 MEMPHIS TN 38112 901-683-3400 FAX 901-683-3050 CELL 901-551-7663 stephnhill@msn.com																								
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UNIT 601 FLOOR PLAN
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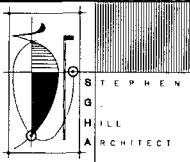
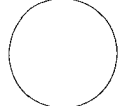
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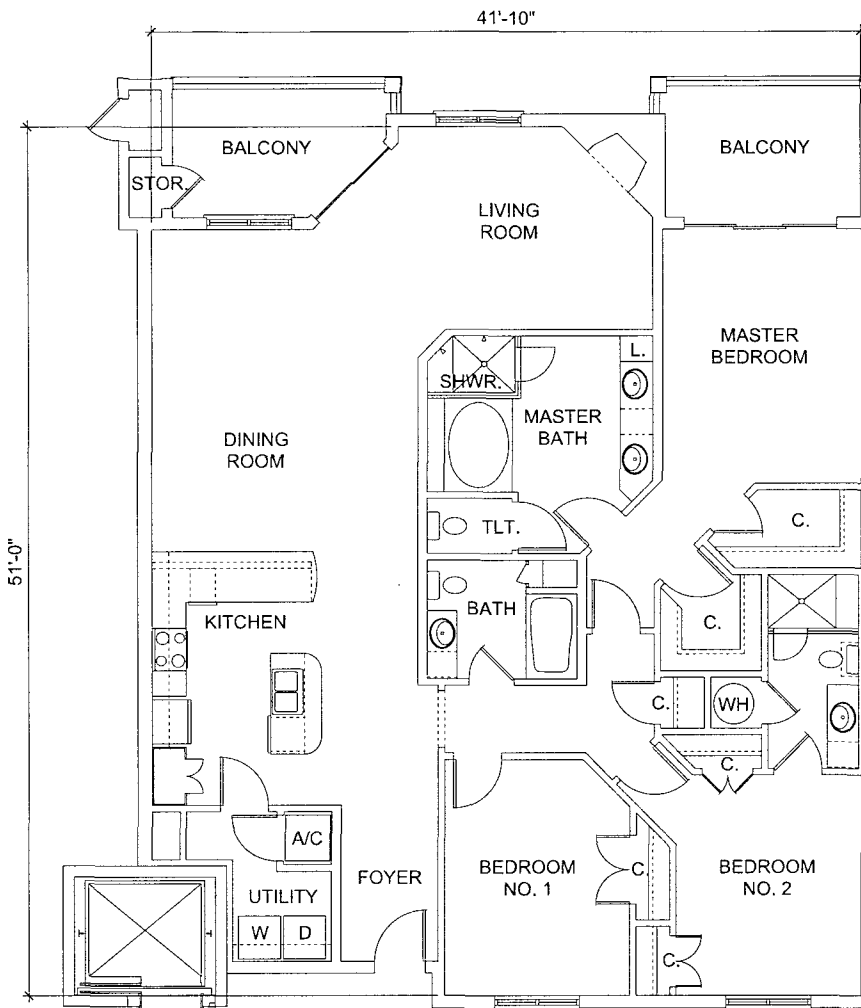
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<p>4645 POPLAR, SUITE 206 MEMPHIS, TN 38117 901-683-3400 FAX 901-683-3080 CELL 901-351-7853 sghurc1@msouth.rr.com</p>																																	
																																	
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UNIT 603 FLOOR PLAN
(2,029 SQ. FT.)

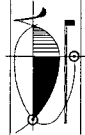

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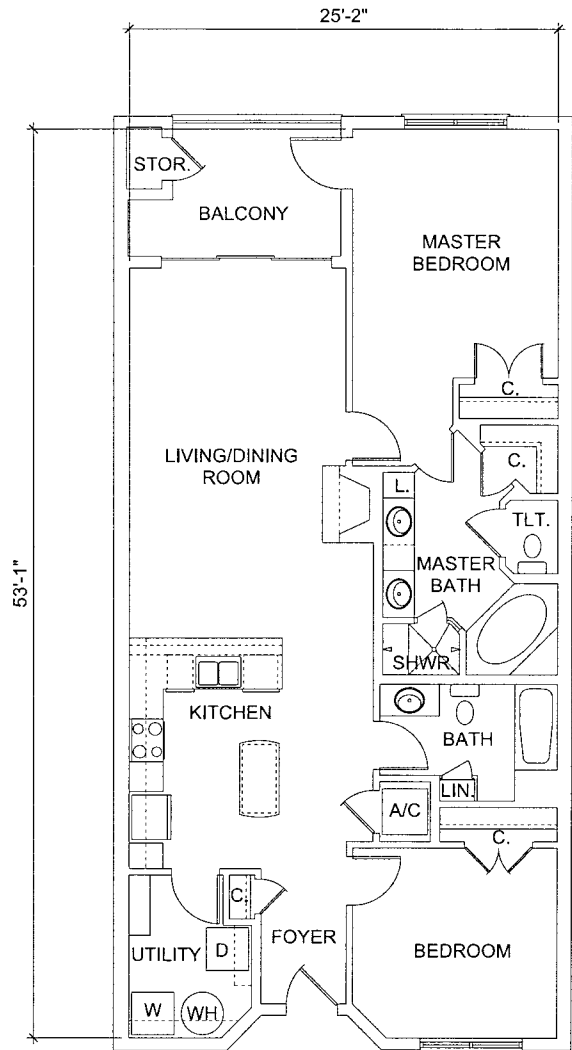
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UNIT 604 FLOOR PLAN
(1,290 SQ. FT.)

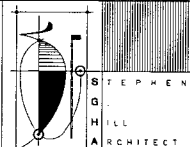

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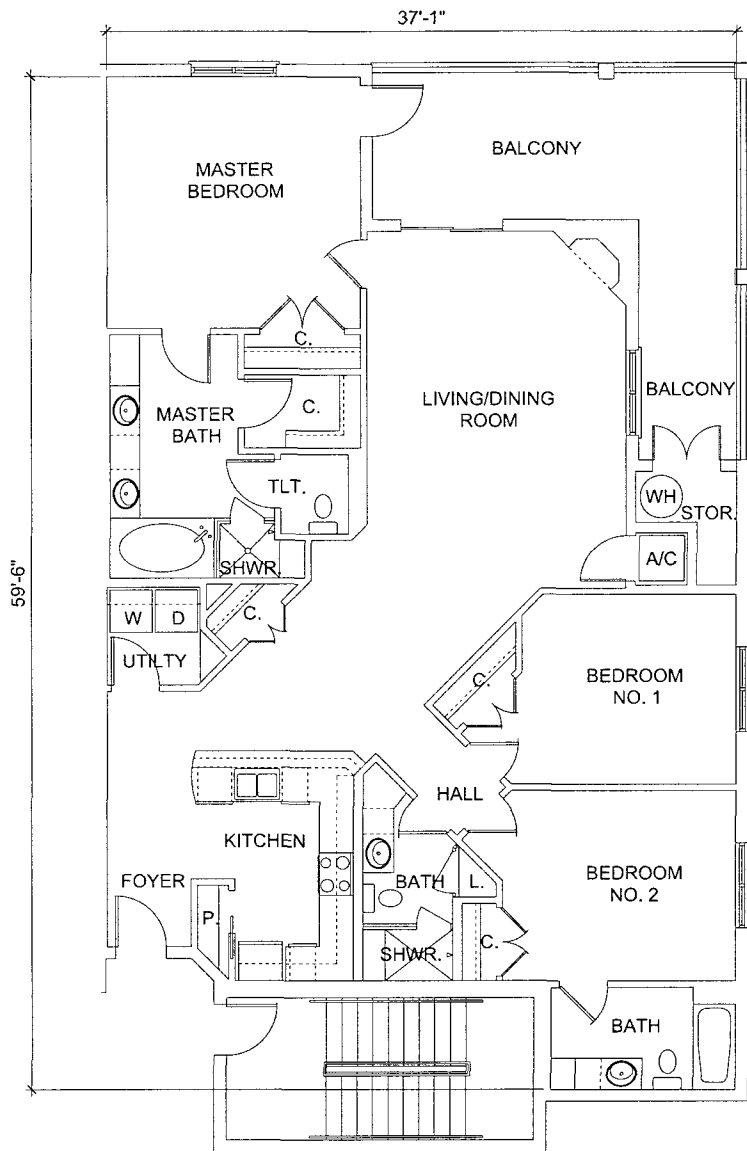
PAGE 17 OF 36

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UNIT 605 FLOOR PLAN
(1,808 SQ. FT.)

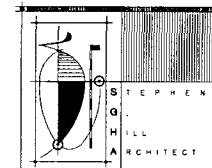
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**SUNSET BAY AT
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A CONDOMINIUM**

REVISIONS

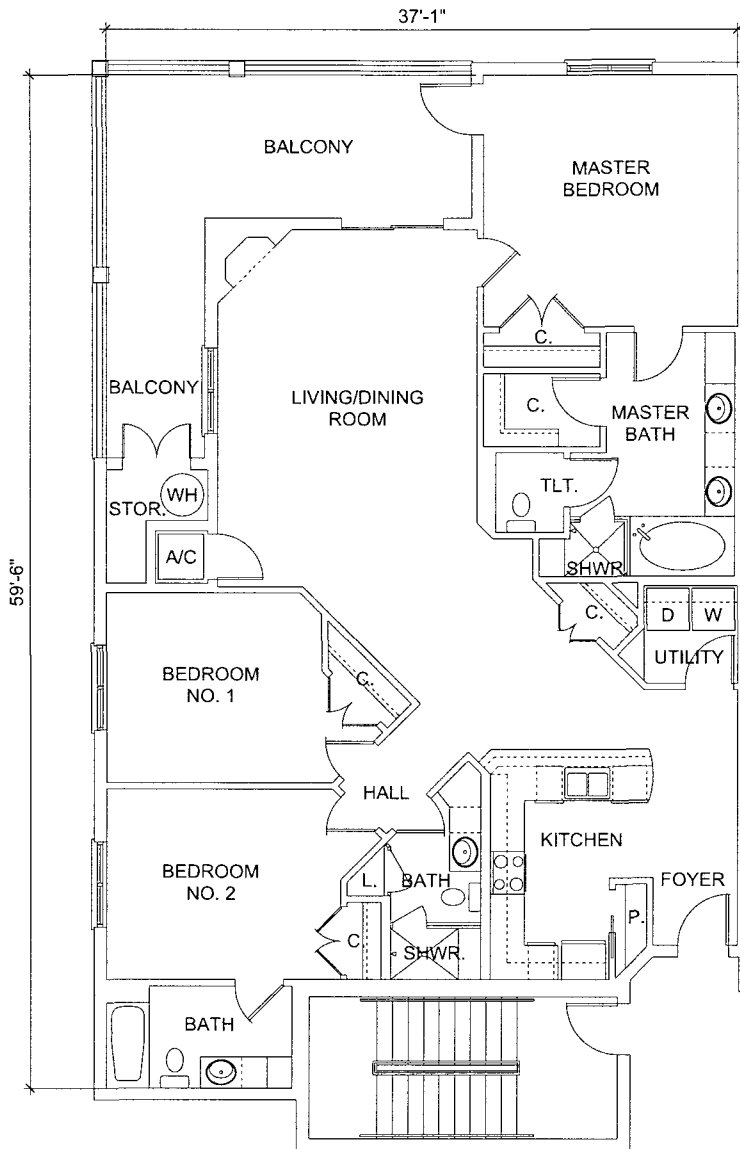
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DO NOT SCALE DRAWINGS
FIELD AND DIMENSIONS ONLY TO GOVERN. OTHER DIMENSIONS
INDICATED ARE APPROXIMATE. CONTRACTOR IS RESPONSIBLE FOR
OBTAINING ALL NECESSARY PERMITS AND CHECKING CONDITIONS OF WORK.
OWNER ACCEPTS RESPONSIBILITY OF COMPLETE MATCHES OVER
INDICATED AND CONDITIONS OF WORK.

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PROJECT: 04114.13
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UNIT 700 FLOOR PLAN
(1,808 SQ. FT.)

EXHIBIT 'A'

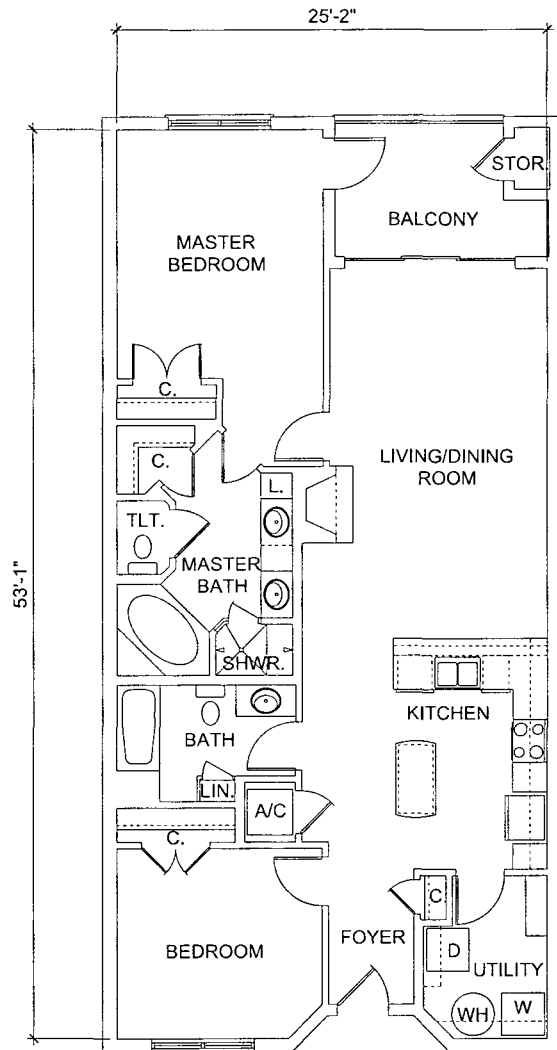
PAGE 19 OF 36

ATTACHED TO AND MADE A PART OF THE DECLARATION OF CONDOMINIUM OF SUNSET BAY AT BON SECOUR ISLAND VILLAS, A CONDOMINIUM.

ALL OF THE REAL PROPERTY DESCRIBED ON THESE PLANS ARE SUBJECT TO DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF SUNSET BAY AT BON SECOUR ISLAND VILLAS, A CONDOMINIUM.

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "AE 11", AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. ALL OF THE REAL PROPERTY DESCRIBED IN THE PLANS IS SUBJECT TO SPECIAL DECLARANT RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF SUNSET BAY AT BON SECOUR ISLAND VILLAS, A CONDOMINIUM.

STEPHEN HILL ARCHITECT 4546 POPULAR SUITE 203 MEMPHIS TN 38117 901-583-3400 FAX 901-583-3080 CELL 901-251-7583 steph@stephill.com																							
SUNSET BAY AT BON SECOUR ISLAND VILLAS, A CONDOMINIUM																							
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<small>DO NOT SCALE DRAWINGS THESE ARE PRELIMINARY DRAWINGS. ALL DIMENSIONS SHALL BE AS SHOWN. VERIFY ALL DIMENSIONS AND CONDITIONS OF WORK BEFORE CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE SPECIFIED. DIMENSIONS AND LOCATIONS OF ALL WORK SHALL BE AS SHOWN UNLESS OTHERWISE SPECIFIED.</small>																							
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UNIT 701 FLOOR PLAN
(1,290 SQ. FT.)

EXHIBIT 'A'

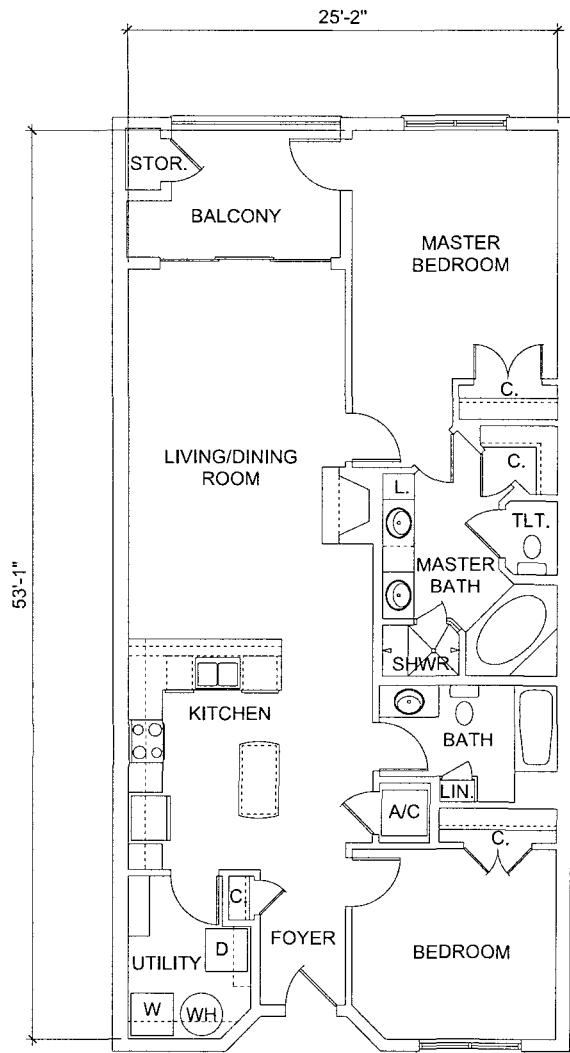
PAGE 20 OF 36

ATTACHED TO AND MADE A PART OF THE DECLARATION OF CONDOMINIUM OF SUNSET BAY AT BON SECOUR ISLAND VILLAS, A CONDOMINIUM.

ALL OF THE REAL PROPERTY DESCRIBED ON THESE PLANS ARE SUBJECT TO DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF SUNSET BAY AT BON SECOUR ISLAND VILLAS, A CONDOMINIUM.

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "AE 11", AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. ALL OF THE REAL PROPERTY DESCRIBED IN THE PLANS IS SUBJECT TO SPECIAL DECLARANT RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF SUNSET BAY AT BON SECOUR ISLAND VILLAS, A CONDOMINIUM.

<small>4646 POPLAR SUITE 200 MEMPHIS TN 38117 901-583-3400 FAX 901-583-3080 CELL 901-351-7883 sg@stephngill.com</small>																																																																																																																									
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UNIT 704 FLOOR PLAN
(1,290 SQ. FT.)

EXHIBIT 'A'

PAGE 23 OF 36

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ALL OF THE REAL PROPERTY DESCRIBED ON THESE PLANS ARE SUBJECT TO DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF SUNSET BAY AT BON SECOUR ISLAND VILLAS, A CONDOMINIUM.

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "AE 11", AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. ALL OF THE REAL PROPERTY DESCRIBED IN THE PLANS IS SUBJECT TO SPECIAL DECLARANT RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF SUNSET BAY AT BON SECOUR ISLAND VILLAS, A CONDOMINIUM.

STEPHEN G. HILL ARCHITECT

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CELL 901-351-7663
steph@mcgouthr.com

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SUNSET BAY AT
BON SECOUR
ISLAND VILLAS,
A CONDOMINIUM

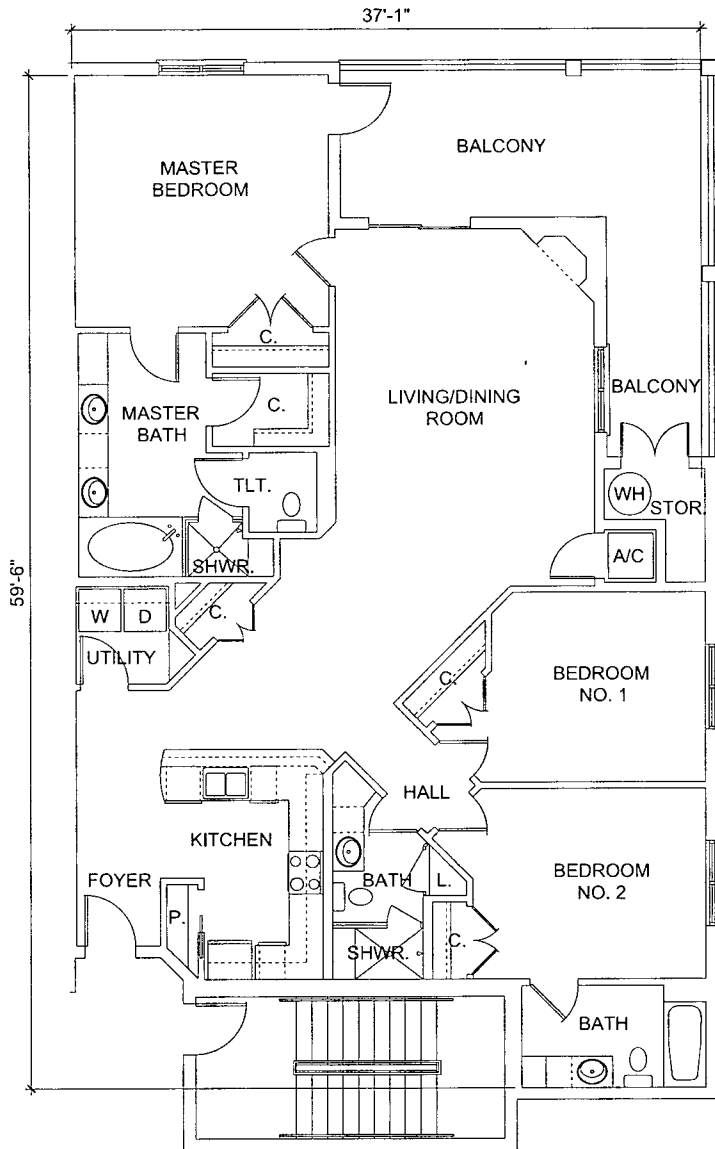
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DO NOT SCALE DRAWING
FOLLOW DIMENSIONS ONLY. IF NOT SHOWN, VERIFY CORRECT
DIMENSIONS AND LOCATIONS. CONTRACTOR RESPONSIBLE FOR
CHECKING ALL DIMENSIONS AND VERIFYING CONDITIONS AT JOBSITE.
VERIFY EXISTING CONDITIONS OF CONCRETE RETENTION WALLS,
DIMENSIONS AND CONDITIONS AT JOBSITE.

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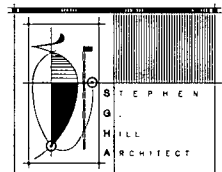
UNIT 705 FLOOR PLAN
(1,808 SQ. FT.)

EXHIBIT 'A'
PAGE 24 OF 36

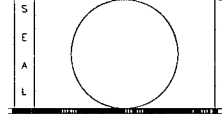
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sgphill@mscourtn.com



**SUNSET BAY AT
BON SECOUR
ISLAND VILLAS,
A CONDOMINIUM**

REVISIONS

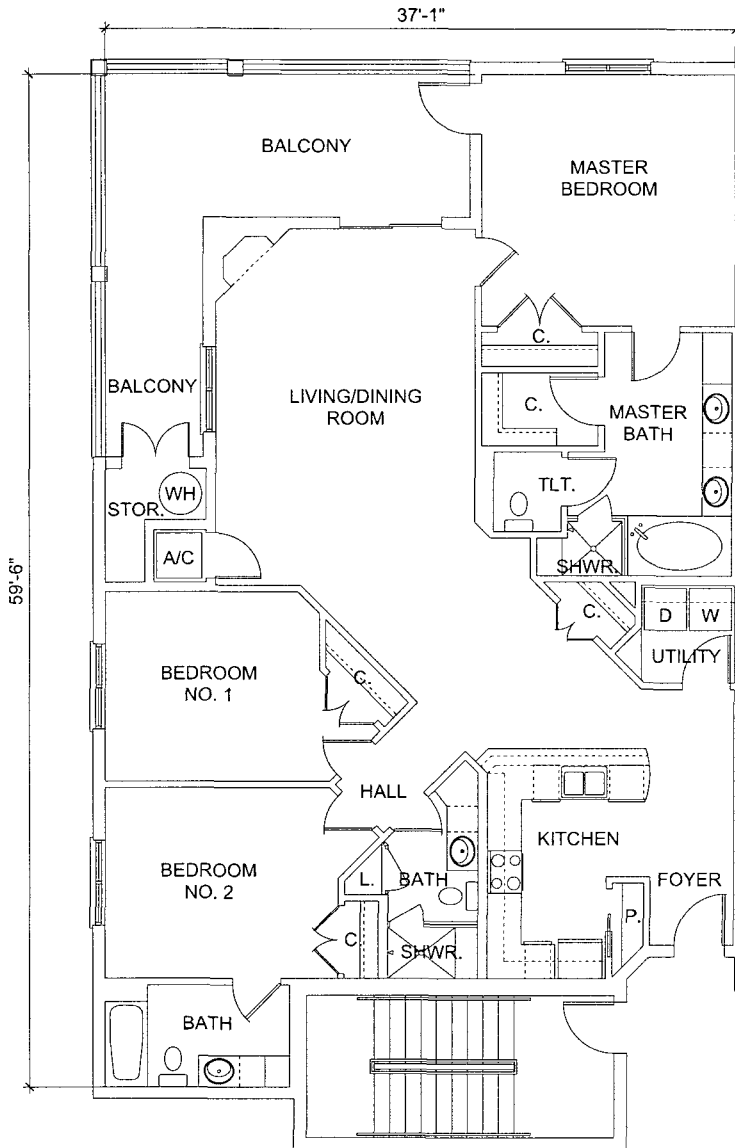
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FOLLOW THESE DIMENSIONS FOR ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED
DRAWINGS ARE SUBJECT TO CHANGE WITHOUT NOTICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND VERIFYING CONDITIONS AT JOBITE.
VERIFY ALL DIMENSIONS AND CONDITIONS OF CONTRACT BEFORE BEGINNING WORK.
DIMENSIONS AND CONDITIONS AT JOBITE.

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UNIT 800 FLOOR PLAN
(1,808 SQ. FT.)

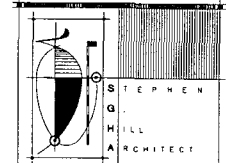
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PAGE 25 OF 36

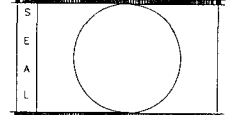
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steph@stephenhill.com



**SUNSET BAY AT
BON SECOUR
ISLAND VILLAS,
A CONDOMINIUM**

REVISIONS

NO.	DATE	DESCRIPTION

DO NOT SCALE DRAWINGS
PLEASE PRINT DIMENSIONS EXACTLY AS SHOWN. VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL ELEMENTS OF THE PROJECT. VERIFY ARCHITECT RESPONSIBILITY OF CONTRACT BETWEEN LOCAL JURISDICTIONS AND CONTRACTS IN JERSEY.

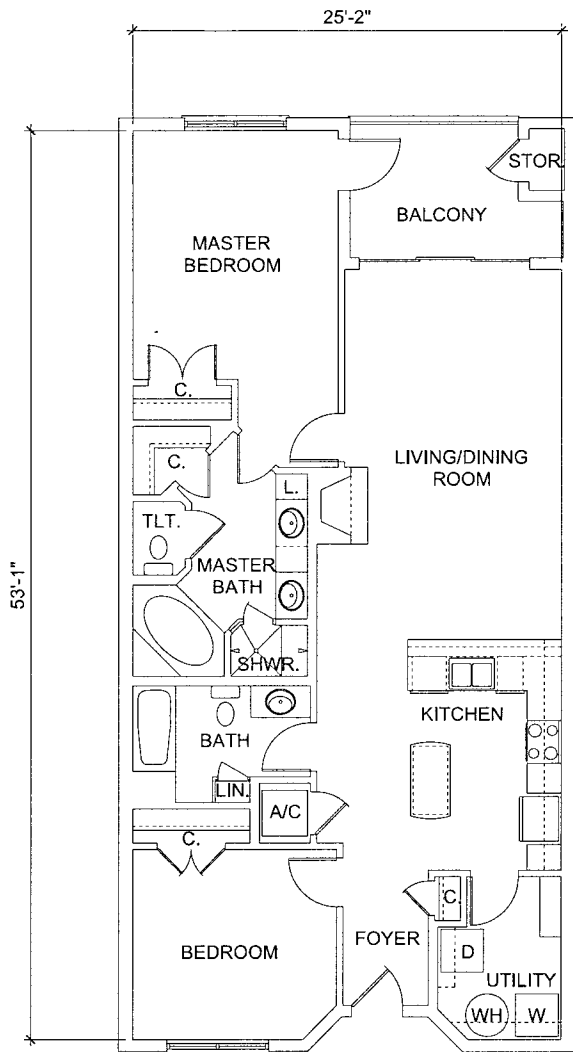
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UNIT 801 FLOOR PLAN
(1,290 SQ. FT.)

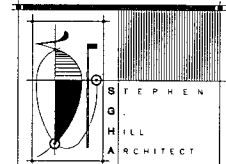
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PAGE 26 OF 36

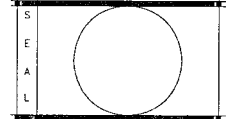
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CELL 901-551-7883
stepg@stepgarch.com



**SUNSET BAY AT
BON SECOUR
ISLAND VILLAS,
A CONDOMINIUM**

REVISIONS

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FOR ALL DIMENSIONS, SEE THE DRAWING. DIMENSIONS IN PARENTHESES ARE FOR GENERAL INFORMATION AND SHOULD NOT BE USED FOR CONSTRUCTION. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

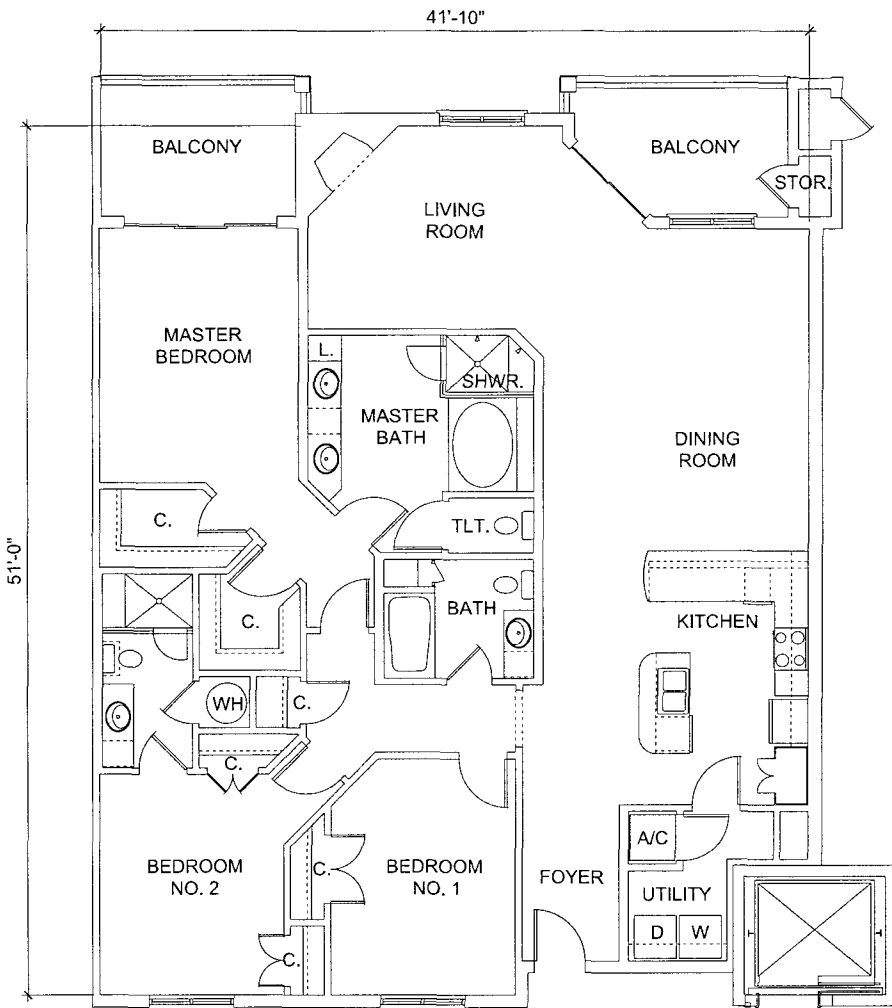
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UNIT 802 FLOOR PLAN
(2,029 SQ. FT.)

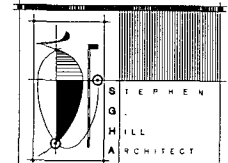
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PAGE 27 OF 36

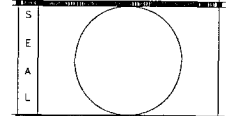
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THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "AE 11", AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. ALL OF THE REAL PROPERTY DESCRIBED IN THE PLANS IS SUBJECT TO SPECIAL DECLARANT RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF SUNSET BAY AT BON SECOUR ISLAND VILLAS, A CONDOMINIUM.



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stephgh@windstream.com



**SUNSET BAY AT
BON SECOUR
ISLAND VILLAS,
A CONDOMINIUM**

REVISIONS

NO.	DATE	DESCRIPTION

DO NOT SCALE DRAWINGS
FOLLOW DIMENSIONS ONLY. IF NOT SHOWN, VERIFY CORRECT
DIMENSIONS WITH ARCHITECT. CONTRACTOR IS RESPONSIBLE FOR
OBTAINING ALL NECESSARY AND APPLICABLE PERMITS AT JOBSITE.
VERIFY ALL REQUIRED NECESSITIES OF LOCAL AGENCIES PRIOR
TO BEGINNING THE CONSTRUCTION AT JOBSITE.

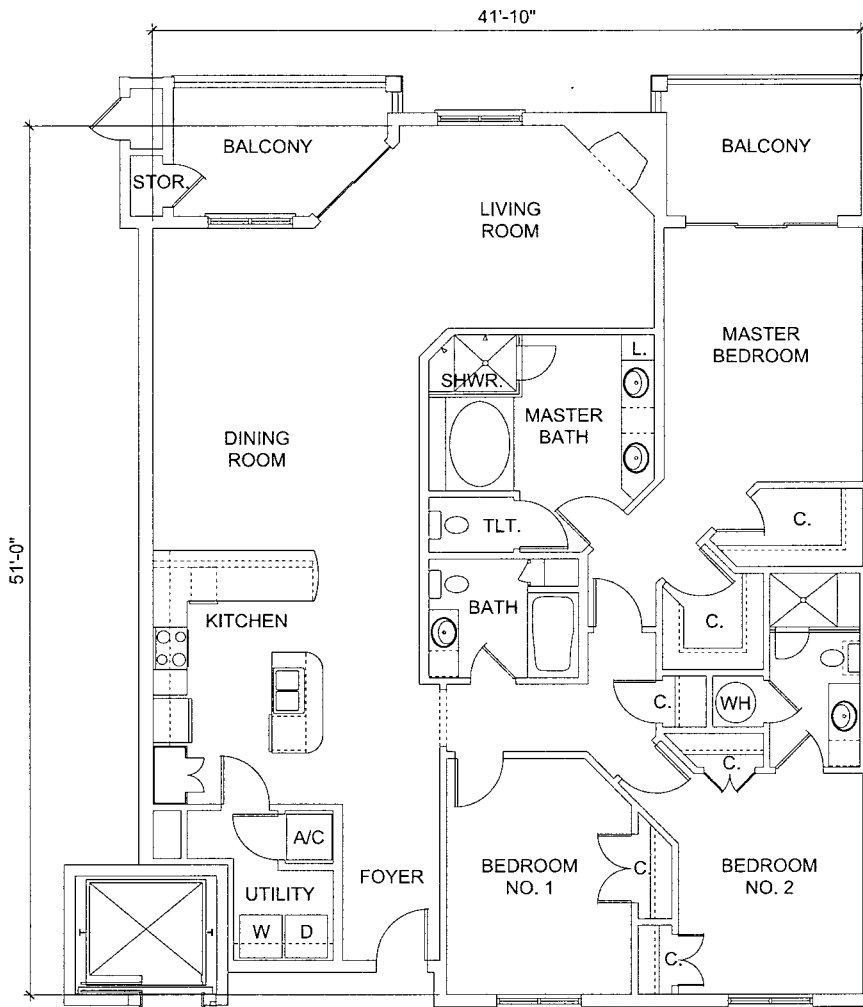
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THE ARCHITECT, CONTRACTOR, ENGINEER AND ALL OTHERS ARE
TO BE HELD RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF
THE INFORMATION AND SHALL BE RESPONSIBLE FOR OBTAINING
ALL NECESSARY PERMITS PRIOR TO THE BEGINNING OF THE WORK.



UNIT 803 FLOOR PLAN
(2,029 SQ. FT.)



EXHIBIT 'A'

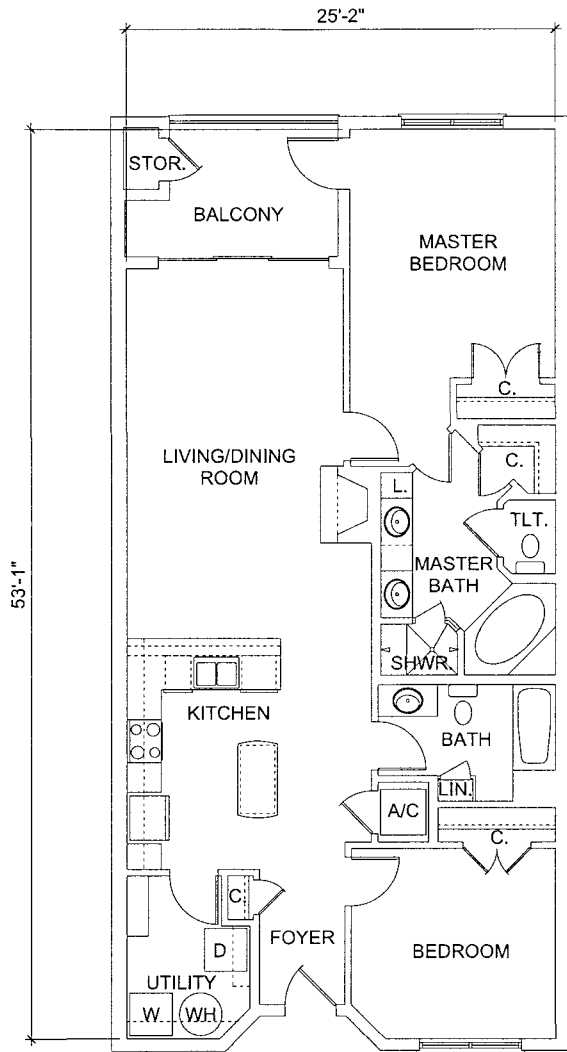
PAGE 28 OF 36

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 STEPHEN G. HILL ARCHITECT																					
4648 POPLAR SUITE 208 MEMPHIS, TN 38117 901-583-3400 FAX 901-583-3080 CELL 901-351-7983 stephen@sghillarchitect.com																					
																					
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UNIT 804 FLOOR PLAN
(1,290 SQ. FT.)

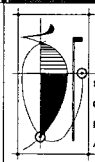
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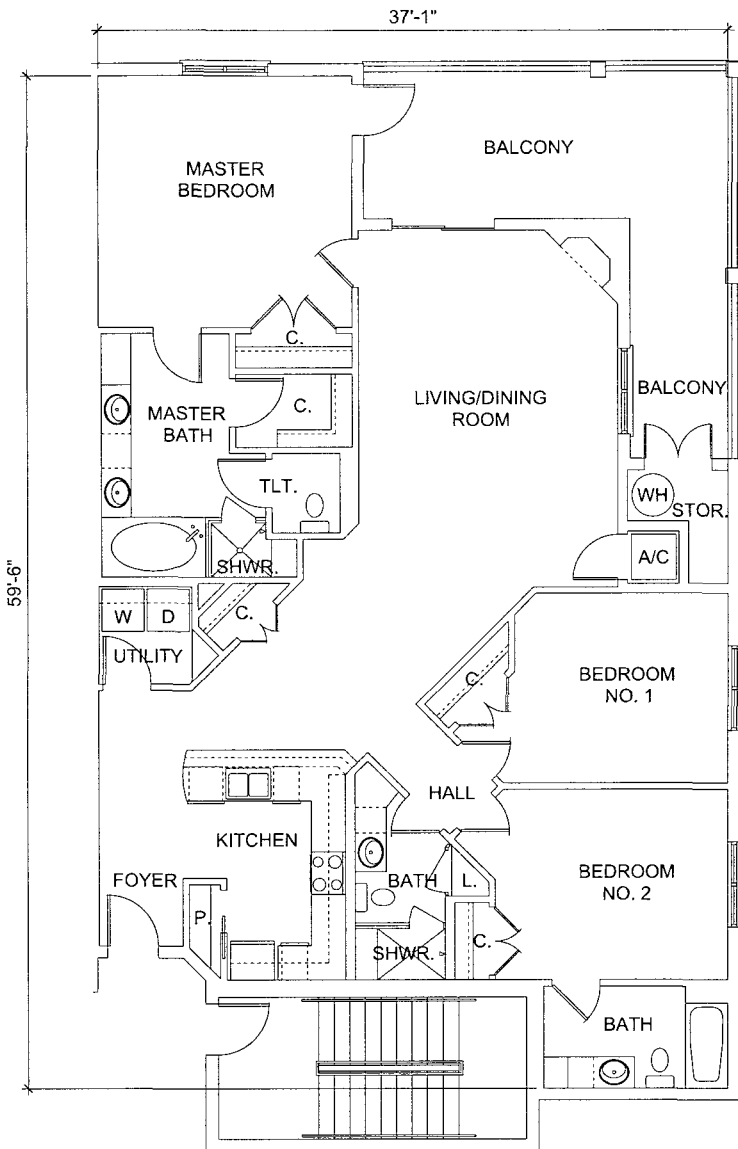
PAGE 29 OF 36

ATTACHED TO AND MADE A PART OF THE DECLARATION OF CONDOMINIUM OF SUNSET BAY AT BON SECOUR ISLAND VILLAS, A CONDOMINIUM.

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UNIT 805 FLOOR PLAN
(1,808 SQ. FT.)

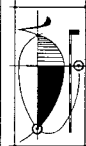

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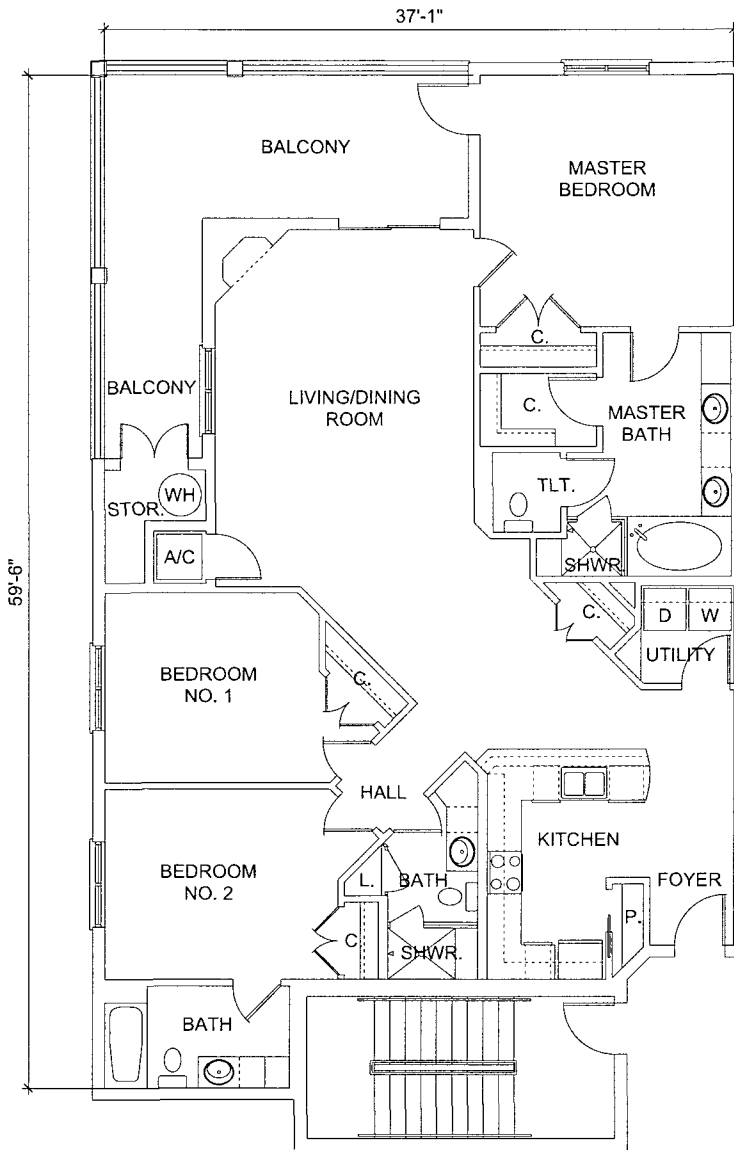
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UNIT 900 FLOOR PLAN
(1,808 SQ. FT.)


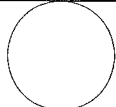
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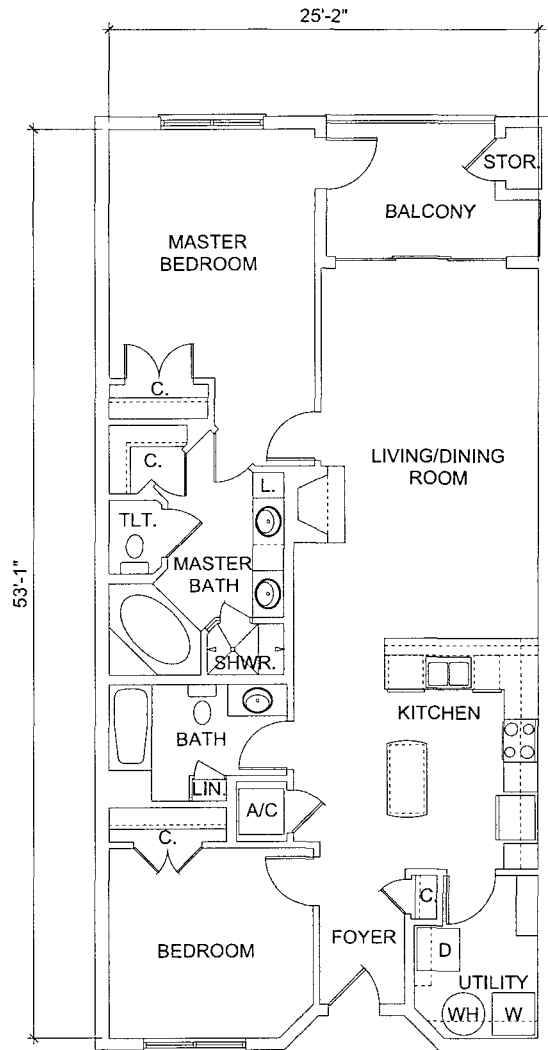
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UNIT 901 FLOOR PLAN
(1,290 SQ. FT.)

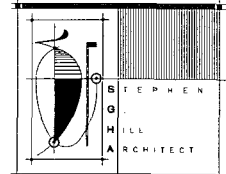
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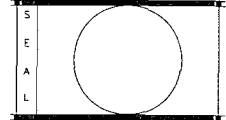
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MEMPHIS, TN 38117
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CELL 901-551-7583
sghor10@comcast.net



**SUNSET BAY AT
BON SECOUR
ISLAND VILLAS,
A CONDOMINIUM**

REVISIONS

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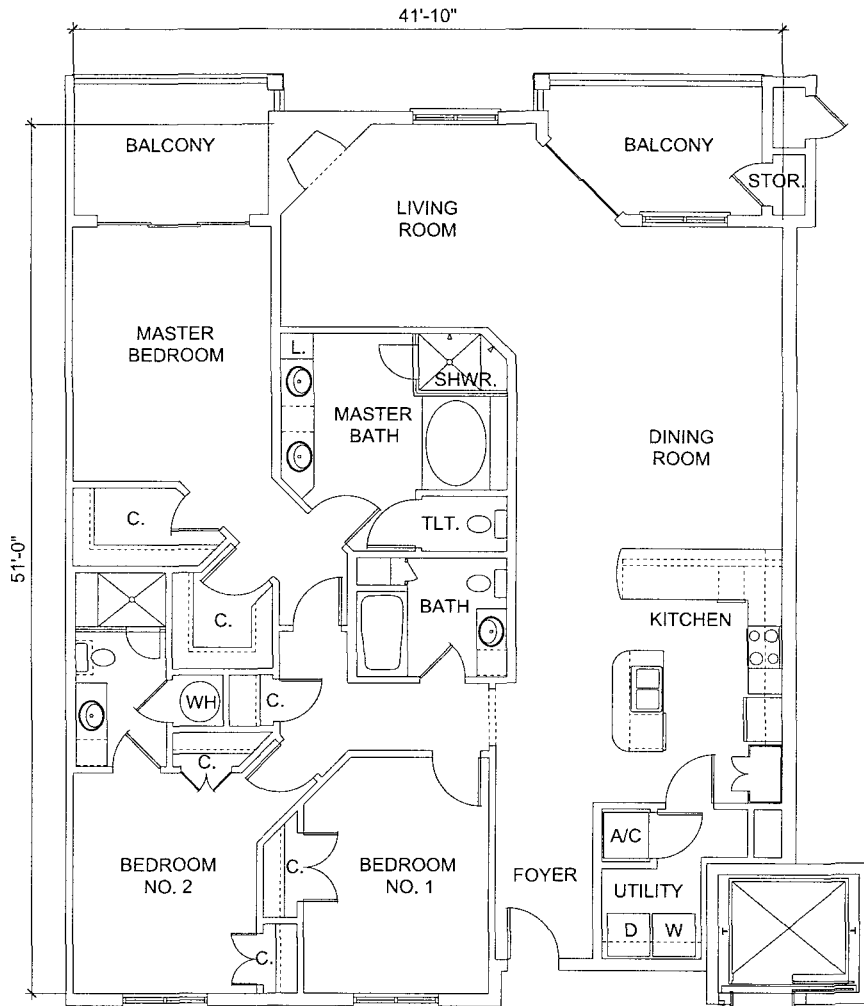
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UNIT 902 FLOOR PLAN
(2,029 SQ. FT.)

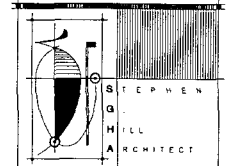
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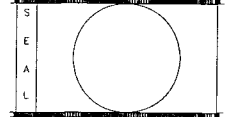
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CELL 901-351-7683
stephill@mscsohllt.com



**SUNSET BAY AT
BON SECOUR
ISLAND VILLAS,
A CONDOMINIUM**

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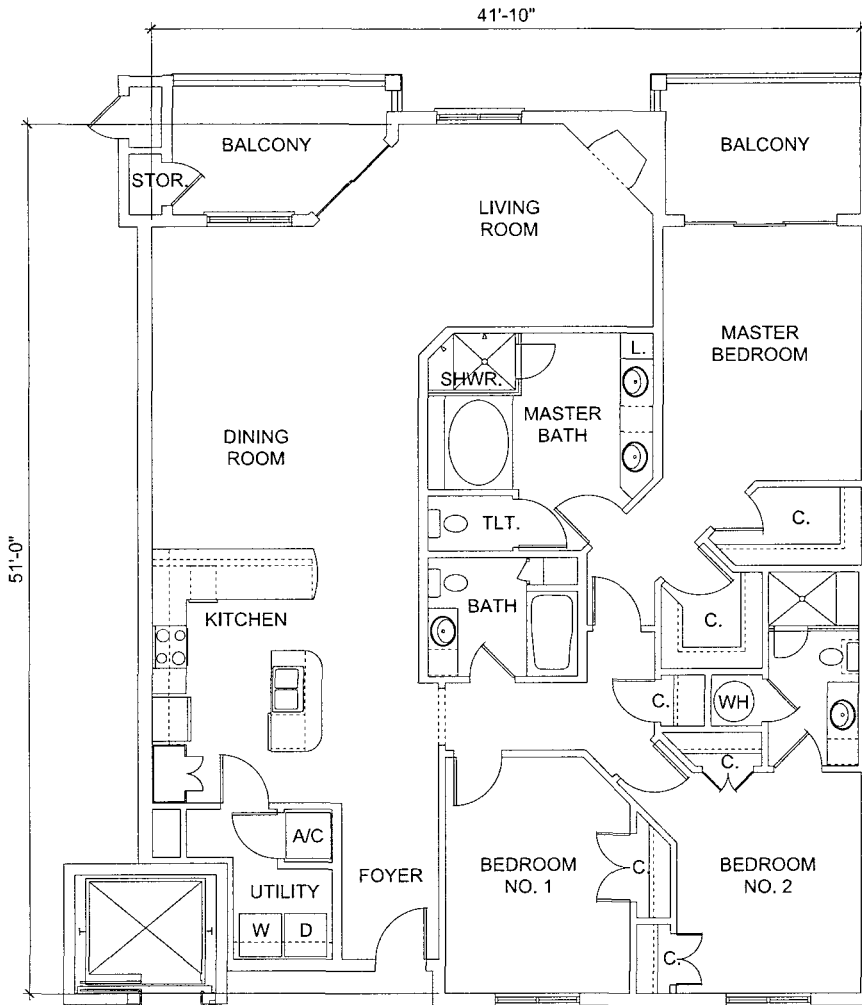
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UNIT 903 FLOOR PLAN
(2,029 SQ. FT.)

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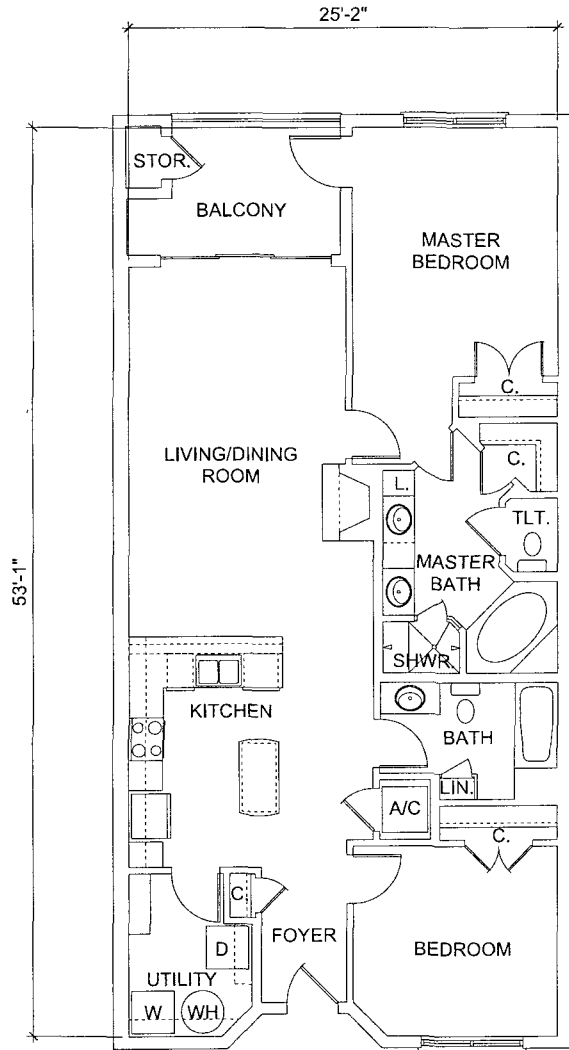
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UNIT 904 FLOOR PLAN
 (1,290 SQ. FT.)

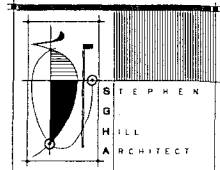
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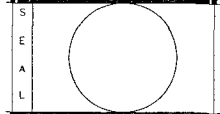
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 sg@hucf@msnet.com



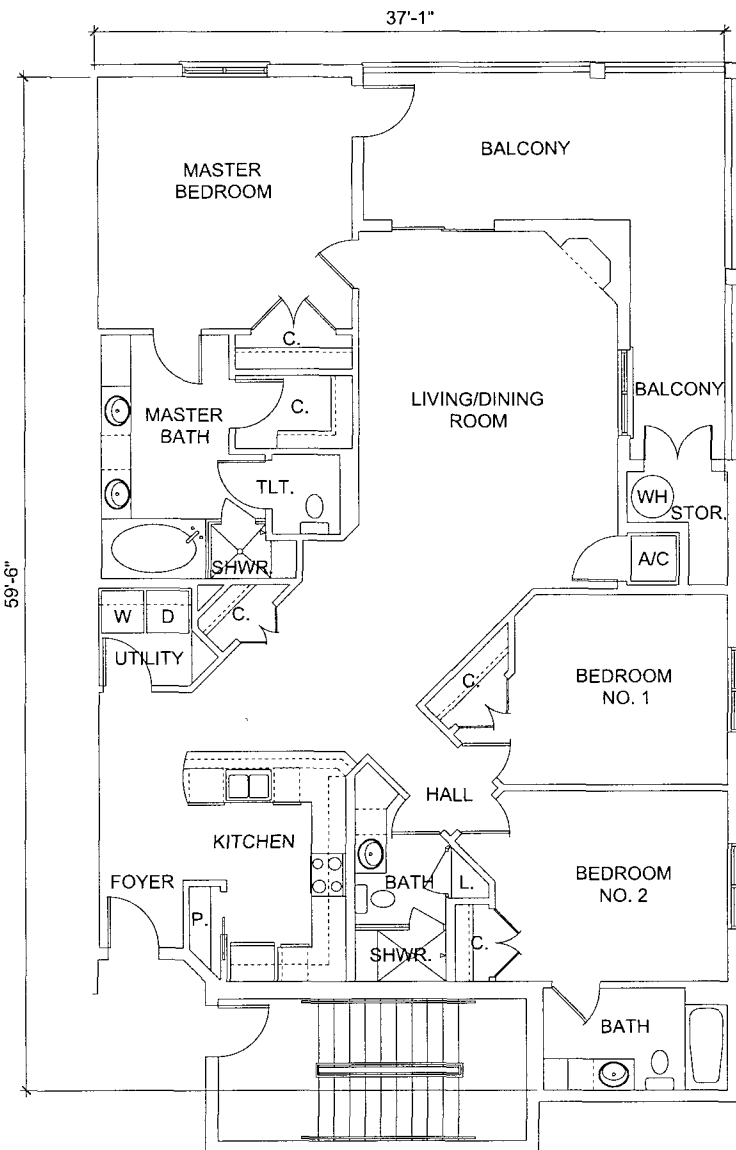
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REVISIONS

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UNIT 905 FLOOR PLAN
(1,808 SQ. FT.)

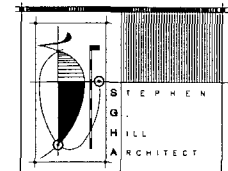
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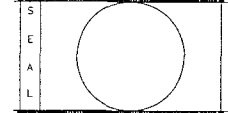
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STEPHEN
G.
HILL
ARCHITECT



SUNSET BAY AT
BON SECOUR
ISLAND VILLAS,
A CONDOMINIUM

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Exhibit "B"
Attached to and made a part of the
Declaration of Condominium of Sunset Bay at Bon Secour
Island Villas, a Condominium

BY-LAWS
OF
SUNSET BAY AT BON SECOUR ISLAND VILLAS
CONDOMINIUM OWNERS' ASSOCIATION, INC.

Article I
General

Section 1.01. Name. The name of the **Association** shall be **Sunset Bay at Bon Secour Island Villas Condominium Owners' Association, Inc.** (the "**Association**").

Section 1.02. Terms Defined. "**Declaration**" shall mean that certain **Declaration of Condominium of Sunset Bay at Bon Secour Island Villas, a Condominium**, filed in the **Office of the Judge of Probate of Baldwin County, Alabama** as the same may be amended from time to time in accordance with the terms of the **Declaration ("Sunset Bay at Bon Secour Island Villas, a Condominium")**. All other terms used in these **By-Laws** shall have the meaning given to them in the **Declaration** and are incorporated by reference and made a part of these **By-Laws**.

Section 1.03. Purpose. These are the **By-Laws** of the **Association** which is a **Nonprofit Alabama Corporation** organized pursuant to the "**Alabama Uniform Condominium Act of 1991**", **Ala. Code 1975, §35-8A-101, et seq.** and the "**Alabama Nonprofit Corporation Act**" **Ala. Code 1975, §10-3A-1 et seq.**, for the purpose of administering **Sunset Bay at Bon Secour Island Villas, a Condominium**, which is located in **Baldwin County, Alabama** in accordance with the provisions of the **Declaration**. The **Association** shall not issue any shares of stock.

Section 1.04. Applicability of By-Laws. The provisions of these **By-Laws** are applicable to **Sunset Bay at Bon Secour Island Villas, a Condominium** and to the use and occupancy of **Sunset Bay at Bon Secour Island Villas, a Condominium**. All present and future **Owners**, holders of a **Security Interest, Eligible Security Interest Holders**, lessees and **Occupants of Units** and their employees, guests, or invitees, and any other **Persons** who may use **Sunset Bay at Bon Secour Island Villas, a Condominium** are subject to these **By-Laws**, the **Declaration** and the **Rules and Regulations**. The acceptance of a **Deed** or conveyance or the entering into of a lease or the act of occupancy of a **Unit** shall constitute an agreement that these **By-Laws**, the **Rules and Regulations** and the provisions of the **Declaration**, as they may be amended from time to time, will be complied with and are accepted and ratified.

Section 1.05. Principal Office. The principal office of the **Association** shall be located in **Baldwin County, Alabama**, or at such other place as may be designated by the **Board of Directors** or as the business of the **Association** may require. All books and records of the **Association** shall be kept at the principal office of the **Association**.

Section 1.06. Powers Reserved to the Declarant. The operation and administration of **Sunset Bay at Bon Secour Island Villas, a Condominium** shall be subject to the powers and authority reserved in the **Declaration** to the **Declarant**, or the successors and assigns of the **Declarant**.

Article II **Membership**

Section 2.01. Qualification. The qualification for membership in the **Association** shall be ownership of a **Unit** in **Sunset Bay at Bon Secour Island Villas, a Condominium**. No membership may be separated from the **Unit** to which said membership is appurtenant. The qualification for membership is more fully set out in the **Declaration**, the terms of which pertaining to membership are specifically incorporated in these **By-Laws** by reference.

Section 2.02. No Additional Qualifications. No initiation fees, costs or dues shall be assessed against any **Person** as a condition of the exercise of the rights of membership except such **Assessments**, levies, fees and charges as are specifically authorized by the **Declaration**.

Section 2.03. Succession. The membership of each **Owner** shall automatically terminate on the conveyance, transfer or other disposition of an interest of an **Owner** in the **Unit**. The membership of the **Owner** shall automatically be transferred to the new **Owner** succeeding to such ownership interest.

Article III **Meetings of Members**

Section 3.01. Annual Meeting. A meeting of the **Members** of the **Association** must be held at least once each year. The annual meeting of **Members** shall be held at the office of the **Association**, or at such other suitable place convenient to the **Members** as may be designated by the **Board of Directors** either in **Sunset Bay at Bon Secour Island Villas, a Condominium** or as convenient to **Sunset Bay at Bon Secour Island Villas, a Condominium** as possible and practicable, at **7:30 p.m.**, local time, on the third **Tuesday of August** of each year for the purpose of electing **Directors** and transacting any other business authorized to be transacted by the **Members**. **Provided, However**, if the day of said meeting is a legal holiday, the meeting shall be held at the same hour on the next day following that is not a legal holiday.

Section 3.02. Change of Annual Meeting. The date and time of holding the annual meeting of **Members** may be changed after giving the notice set out in **Section 3.04** of these **By-Laws** by a resolution duly adopted by the **Board of Directors** or by the **Members**, provided that notice of such change be given to each **Member** of record as provided for in **Section 3.04** of these **By-Laws**; and further provided that each annual meeting of **Members** shall be held within one month of the date on which said meeting should regularly have been held but for such change.

Section 3.03. Special Meetings. The **President** of the **Board of Directors** may call special meetings of **Members**. In addition, special meetings of the **Members** may be called at any time by a **Majority** of the **Board of Directors**, and must be called by the officers of the **Association** upon receipt of a written request from **Members** entitled to cast twenty percent of the total votes in the **Association**. The notice of any special meeting of the **Members** shall be given to each **Member** of record as provided for in **Section 3.04** of these **By-Laws**. The business conducted at a special meeting of the **Members** shall be limited to that stated in the notice of the meeting.

Section 3.04. Notice of Meetings. Not less than ten days nor more than sixty days in advance of any meeting, the **Secretary** or other officer specified by the **Board of Directors** shall cause notice of said meeting to be hand-delivered or sent prepaid by **United States** mail to the mailing address of each **Unit** or to any other mailing address designated in writing by the **Owner**. The notice of any meeting of **Members** must state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the **Declaration** or **By-Laws**, any budget changes, and any proposed order to remove an officer or **Director**. Proof of such notice shall be given by the affidavit of the person giving the notice.

Section 3.05. Waiver of Notice. Any **Member** or **Eligible Security Interest Holder** may waive the right to receive notice of any meeting by sending a written waiver to the **Board of Directors**. Notice of any meeting may be waived before or after the meeting, orally or in writing. Attendance by a **Member** at any meeting, either in person or by proxy, shall constitute waiver of notice of such meeting.

Section 3.06. Quorum. A quorum of **Members** for any meeting shall be deemed present throughout such meeting if **Members**, represented in person or by proxy, holding a **Majority** of the total votes entitled to be cast at such meeting are present throughout such meeting, except as otherwise provided by the **Articles of Incorporation**, by the **Declaration** or by these **By-Laws**. Any provision in the **Declaration** concerning quorums is specifically incorporated in these **By-Laws**.

Section 3.07. Adjournment for Lack of Quorum. In the absence of a quorum at any meeting of **Members**, a **Majority** of those **Members** entitled to vote at said meeting, present in person or by proxy, shall have the power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until the requisite number of **Members**, present in person or by proxy, shall be present. At such adjourned meeting at which the requisite number of votes shall be present, any business may be transacted which might have been transacted at the meeting as originally noticed.

Section 3.08. Action Without Meeting. Any action which may be taken at a meeting of the **Members** may also be taken without a meeting, if a consent in writing setting out the action so taken, is signed by the number of **Members** required to take such action at a meeting, and is filed with the **Secretary** of the **Association**.

Section 3.09. Minutes of Meetings. The minutes of all meetings of **Members** shall be kept in a book available for inspection by **Owners** or their authorized representatives at any reasonable time during regular business hours.

Section 3.10. Open Meetings. All meetings of the **Members** shall be open to all **Members** of the **Association**.

Section 3.11. Proviso. **Provided, However**, so long as the **Declarant** retains control of the **Association** as provided for in the **Declaration**, no meetings of **Members** shall be called unless called by the **Declarant**.

Article IV **Voting Rights**

Section 4.01. Votes. The voting rights of **Members** attached to each **Unit** shall be in accordance with that stated in the **Declaration**. The vote of a **Unit** shall not be divisible.

Section 4.02. Votes Required to Transact Business. When a quorum is present at any meeting, the holders of a **Majority** of the voting rights present in **Person** or represented by written proxy shall decide any questions brought before the meeting, unless the question is one upon which, by express provision of the **Declaration**, or these **By-Laws**, a different number or manner of voting is required, in which case the express provision of the **Declaration**, or these **By-Laws** shall govern and control the decision in question.

Section 4.03. Voting by Proxy. Votes may be cast in person or by proxy. All proxies must be in writing, dated, signed by the **Member** generating the proxy, and filed with the **Secretary** of the **Association** before the appointed time of the meeting to which said proxy applies. A **Member** may revoke a proxy at any time by delivering a written notice of revocation to the **Association**. Every proxy shall automatically cease upon the **Deed** or conveyance by the **Member** of the **Unit** of said **Member** or upon receipt of notice by the **Secretary** of the **Board of Directors** of the death or judicially declared incompetency of a **Member** or upon the expiration of eleven months from the date of the proxy.

Section 4.04. Voting by Eligible Security Interest Holders. The terms and conditions of the **Declaration** pertaining to the rights of the **Eligible Security Interest Holders** are incorporated in these **By-Laws** as if fully set out.

Section 4.05. Order of Business. The order of business at annual meetings of **Members** and, as far as practical, at all other meetings of **Members**, shall be:

- Call to order
- Calling of the roll and certifying of proxies
- Proof of notice of meeting or waiver of notice
- Reading and disposal of any unapproved minutes
- Reports of officers
- Reports of committees
- Election of the **Board of Directors**
- Unfinished business
- New business
- Adjournment

Section 4.06. Proviso. Provided, However, so long as the **Declarant** retains control of the **Association** as provided for in the **Declaration**, the **Owners** shall not have any right to vote.

Article V **Board of Directors**

Section 5.01. Governing Body and Number. The affairs of the **Association** shall be governed by a **Board of Directors**. The initial number of **Directors** in the **Association** shall be three. The **Members** of the **Association** shall have the right to amend the number of the **Directors** at any regular or special meeting called for that purpose. Except as provided in these **By-Laws**, the **Directors** shall be **Members**.

Section 5.02. Qualification. Except for the **Directors** appointed by the **Declarant** as provided for in the **Declaration**, each **Director** shall be an **Owner**. If an **Owner** is a trust, then the beneficiary of the trust may be a **Director**; and if an **Owner** is a corporation, partnership or limited liability company, then an officer, partner, member, or employee of such **Owner** may be a **Director**. If a **Director** shall cease to meet such qualifications during the term of said **Director**, said **Director** shall cease to be a **Director** and the place of said **Director** on the **Board of Directors** shall be vacant.

Section 5.03. Appointment by the Declarant. So long as the **Declarant** retains control as provided for in the **Declaration**, the **Directors** shall be appointed by the **Declarant**, and may be removed by the **Declarant** at any time in accordance with the **Declaration**. The **Directors** appointed by the **Declarant** shall serve at the pleasure of the **Declarant**. The **Board of Directors** appointed by the **Declarant** need not be **Owners** or **Occupants**.

Section 5.04. Nomination for Election. Except with respect to the **Directors** appointed by the **Declarant** as provided for in the **Declaration**, nomination for election to the **Board of Directors** shall be made from the floor at the annual meeting of **Members** or at any other meeting of **Members** called for the purpose of electing the **Directors**. Nominations shall also be made by a nominating committee appointed by the **Board of Directors** prior to the annual meeting of the **Members** or prior to any other meeting of **Members** called for the purpose of electing the **Directors**.

Section 5.05. Election of the Board of Directors. Except for the **Board of Directors** appointed by the **Declarant** as provided for in the **Declaration**, the **Board of Directors** shall be elected at the annual meeting of **Members** or at a special meeting called for that purpose. Within thirty days after the **Owners** are entitled to elect one or more **Directors**, a special meeting of the **Members** shall be called in accordance with the notice provisions contained in **Section 3.04.** of these **By-Laws** for the purpose of electing said **Director**.

The election shall be conducted in the manner specified in these **By-Laws**.

The election of **Directors** shall be by secret ballot (unless dispensed with by unanimous consent). There shall be no cumulative voting. Those candidates receiving the greatest number of votes cast either in person or by proxy shall be elected. At the initial election of the **Directors** after the release of control by the **Declarant** as provided for in the **Declaration**, the candidate receiving the most votes shall serve a two year term, and the next two candidates receiving the most votes shall serve one year terms. At subsequent elections, the two vacancies shall be filled as follows: two **Directors** shall be elected, with the candidate receiving the most votes to serve a two year term, and the remaining candidate to serve a one year term.

Section 5.06. Term. Each **Director** appointed by the **Declarant** shall hold office until said **Director** resigns, is removed by the **Declarant**, or the term of said **Director** expires as provided for in these **By-Laws** and in the **Declaration**. Each **Director** elected by the **Members** shall hold office until their respective successors have been elected and qualified, or until said **Director** resigns or is removed in any manner provided in these **By-Laws**.

Section 5.07. Vacancies. So long as the **Declarant** retains control as provided for in the **Declaration**, any vacancy in the position of a **Director** appointed by the **Declarant** shall be filled by the **Declarant**. Any vacancy in the position of a **Director** elected by the **Members** shall be filled by a **Majority** vote of the remaining **Board of Directors**, and any **Director** so elected shall hold office for a term equal to the unexpired term of the **Director** whom said **Director** succeeds.

Section 5.08. Removal. After release of control by the **Declarant** as provided for in the **Declaration** any **Director** may be removed for cause by the concurrence of two-thirds of the votes of the **Association** at a meeting of **Members** called for that purpose. The vacancy in the **Board of Directors** so created shall be filled by the **Members** at the same meeting.

Section 5.09. Compensation. A **Director** shall not receive any compensation for any services said **Director** may render to the **Association** as a **Director**. **Provided, However**, that any **Director** may be reimbursed for actual out-of-pocket expenses incurred by said **Director** in the performance of the duties of said **Director**.

Section 5.10. Proviso. Provided, However, so long as the **Declarant** retains control of the **Association** as provided for in the **Declaration**, the **Directors** shall be appointed by the **Declarant** and there shall be no vote of the **Members** to elect the **Directors**.

Article VI

Meetings of the Board of Directors

Section 6.01. Meetings. Meetings of the **Board of Directors** may be held at such time and place as shall be determined, from time to time, by a **Majority** of the **Board of Directors**, but at least one such meeting shall be held during each fiscal year. Notice of meetings shall be given to each **Director** not less than three days in advance of the day named for such meeting by hand-delivery or sent by **United States** mail to the mailing address of each **Director**, or by telephone or electronic transmission.

Section 6.02. Special Meetings. Special meetings of the **Board of Directors** shall be held when called by the **President**, **Vice President** or **Secretary** and must be called by the **Secretary** at the written request of one-third of the votes of the **Board of Directors**. Not less than three days notice of the meeting shall be given by hand-delivery or sent by **United States** mail to the mailing address of each **Director**, or by telephone or electronic transmission. The notice of any meeting of the **Board of Directors** must state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to these **By-Laws**, any budget changes, and any proposed order to remove an officer or **Director**. Proof of such notice shall be given by the affidavit of the person giving the notice.

Section 6.03. Open Meetings. All meetings of the **Board of Directors** shall be open to all **Members**, and notice of such meetings shall be posted conspicuously in **Sunset Bay at Bon Secour Island Villas, a Condominium** at least forty-eight hours prior to the meeting, except in the event of an emergency. **Provided, However**, anything else contained in this **Section 6.03.** to the contrary notwithstanding, the meetings of the **Board of Directors** with its attorney to discuss confidential matters pertaining to any pending litigation or threat of pending litigation shall not be open to all members and no notice of such meeting shall be posted.

Section 6.04. Waiver of Notice. Any **Director** may waive notice of a meeting either before or after the meeting, or may consent to the holding of a meeting without notice. Attendance by any **Director** at a meeting shall constitute waiver of notice of the meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business on the grounds that the meeting was not lawfully called.

Section 6.05. Quorum. A quorum shall consist of the number of **Directors** entitled to cast a **Majority** of the votes of the entire **Board of Directors**. The acts of the **Board of Directors** approved by a **Majority** of the votes present at a meeting at which a quorum is present shall constitute the acts of the **Board of Directors**. The joinder of a **Director** in the action of a meeting by signing and concurring in the minutes of said meeting shall constitute the presence of such a **Director** for the purpose of determining a quorum.

Section 6.06. Action Without Meeting. Any action permitted or required to be taken at a meeting of the **Board of Directors** may be taken without a meeting if written consent setting forth the action so taken shall be signed by all the **Board of Directors**, and filed with the minutes of the proceedings of the **Board of Directors**.

Section 6.07. Minutes of Meetings. The minutes of all meetings of the **Board of Directors** shall be kept in a book available for inspection by **Owners**, or their authorized representatives, or any **Directors** at any reasonable time during regular business hours.

Section 6.08. Presiding Officer. The presiding officer of meetings of the **Board of Directors** shall be the **President**. In the absence of the **President**, the **Directors** present shall designate one of their number to preside.

Section 6.09. Executive Session. The **Board of Directors** may adjourn a meeting and reconvene in executive session to discuss and vote upon personal matters, litigation in which the **Association** is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session of the **Board of Directors**.

Section 6.10. Proviso. **Provided, However**, so long as the **Declarant** retains control of the **Association** as provided for in the **Declaration**, there shall be no meetings of the **Board of Directors** unless called by the **Declarant**.

Article VII

Powers and Duties of the Board of Directors

Section 7.01. Powers Defined. The **Board of Directors** shall have the power to exercise all powers, duties and authority vested in the **Association** by the **Declaration**, the **Articles of Incorporation** or these **By-Laws**, except for such powers and duties reserved to the **Members** or the **Declarant**.

Section 7.02. Committees. The **Board of Directors** may, by resolution, appoint such committees as deemed appropriate in carrying out the purpose of the **Board of Directors**, and such committees shall have the powers of the **Board of Directors** for the management of the affairs and business of the **Association** to the extent provided in the resolution designating such a committee. Any committee shall keep regular minutes of the proceedings of the committee and shall report the same to the **Board of Directors**.

Section 7.03. Managing Agent. The **Board of Directors** shall be authorized to employ the services of a manager or managing agent, who may either be a **Director**, officer, or employee of the **Association**, or an independent **Person** or firm qualified to manage the affairs of the **Association** under the supervision of the **Board of Directors**. The compensation paid to any such manager or managing agent shall be in the amount established from time to time by the **Board of Directors**.

Section 7.04. Order of Business. The order of business at the meetings of the **Board of Directors** shall be:

- Call of roll
- Proof of due notice of meeting
- Reading and disposal of unapproved minutes
- Reports of officers and committees
- Election of officers
- Unfinished business
- New business
- Adjournment

Section 7.05. Borrowing. The **Board of Directors** shall have the power to borrow money pursuant to the terms and conditions of the **Declaration**.

Section 7.06. Veto by the Declarant. So long as the **Declarant** retains control of the **Association** as provided for in the **Declaration**, the **Declarant** shall have the veto power over all actions of the **Board of Directors**.

Article VIII **Officers**

Section 8.01. Executive Officers. The executive officers of the **Association** shall be a **President**, who shall be a **Director**; a **Vice President**, who shall be a **Director**; and a **Secretary-Treasurer**, who shall be a **Director**; all of whom shall be elected annually by the **Board of Directors** and who may be removed by vote of the **Board of Directors** at any meeting. Any **Person** may hold two or more offices, except that the **President** shall not also be the **Secretary**. The **Board of Directors** shall from time to time elect such other officers and designate their powers and duties as the **Board of Directors** shall find to be required to manage the affairs of the **Association**.

Section 8.02. Term. Each officer shall hold office for a term of one year and until the successor of said officer shall have been appointed or elected and qualified, provided that any officer may serve unlimited multiple terms of office.

Section 8.03. Resignation and Removal. Any officer may be removed from office either with or without cause by the vote of a **Majority** of the **Board of Directors** present at any meeting. Any officer may resign at any time by giving written notice to the **Board of Directors**. Such resignation shall take effect on the date of receipt of said resignation or at any later time specified in said written notice, and, unless otherwise specified in said written notice, the acceptance of such resignation shall not be necessary to make said resignation effective.

Section 8.04. Vacancies. A vacancy in any office shall be filled by a **Majority** vote of the **Board of Directors** at any meeting. An officer elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer that said officer succeeds.

Section 8.05. Compensation. An officer shall not receive any compensation for any service said officer may render to the **Association** as an officer. **Provided, However**, that any officer may be reimbursed for actual out-of-pocket expenses incurred by said officer in the performance of the duties of said officer.

Section 8.06. President. The **President** is the chief executive officer of the **Association**, and shall have all the powers and duties that are usually vested in the office of **President** of a condominium owners' association including, but not limited to, the following powers:

- A.** To preside over all meetings of the **Members** and of the **Board of Directors**.
- B.** To sign as **President** all **Deeds**, contracts and other instruments that have been duly approved by the **Board of Directors**.
- C.** To call meetings of the **Board of Directors** whenever the **President** deems necessary.
- D.** To have the general supervision, direction and control of the affairs of the **Association**.

Section 8.07. Vice President. The **Vice President** shall have all the powers and duties that are usually vested in the office of the **Vice President** of a condominium owners' association. The **Vice President** shall, in the absence of or disability of the **President**, exercise the powers and perform the duties of the **President**. The **Vice President** shall also generally assist the **President** and exercise such other powers and perform such other duties as shall be prescribed by the **Board of Directors**.

Section 8.08. Secretary. The **Secretary** shall have all the powers and duties that are usually vested in the **Secretary** of a condominium owners' association. The **Secretary** shall keep the minutes of all proceedings of the **Board of Directors** and the **Members**. The **Secretary** shall attend to the giving and serving of all notices to the **Members** and the **Board of Directors** and other notices required by law. The **Secretary** shall have custody of the seal of the **Association** and affix the same to instruments requiring a seal when duly signed. The **Secretary** shall sign as **Secretary** all **Deeds**, contracts, and all other instruments which have been duly approved by the **Board of Directors**, if said instrument requires the signature or attestation of the **Secretary**. The **Secretary** shall keep the records of the **Association**, except those of the **Treasurer**, and shall perform all other duties incident to the office of the **Secretary** of an **Association** as may be required by the **Board of Directors** or the **President**.

Section 8.09. Treasurer. The **Treasurer** shall be the financial officer of the **Association**, and shall have all the powers and duties that are usually vested in the **Treasurer** of a condominium owners' association. The **Treasurer** shall have custody of all property of the **Association**, including funds, securities and evidences of indebtedness. The **Treasurer** shall keep the financial records and books of account of the **Association** in accordance with good accounting practices. The **Treasurer** shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the **Common Elements** and common facilities, specifying and itemizing the maintenance and repair expenses of the **Common Elements** and common facilities and any other expenses incurred; and the **Treasurer** shall perform all other duties incident to the office of the **Treasurer**. The records, books of account and the vouchers authorizing payments, shall be available for examination by a **Member** at reasonable times during regular business hours.

Article IX **Fiscal Management**

Section 9.01. The Fiscal Year. The fiscal year of the **Association** shall be such as shall from time to time be established by the **Board of Directors**.

Section 9.02. Budget. The **Board of Directors** shall adopt a budget for each calendar year which budget will satisfy the requirements of the **Declaration**. Copies of the budget and proposed **Assessments** shall be transmitted to each **Member**.

Section 9.03. Assessments. **Assessments** for **Common Expenses** shall be established as provided for in the **Declaration** and these **By-Laws**. **Assessments** shall be collected by the **Association** on a monthly basis as follows: On or before the first day of each month for which the **Assessments** are made

each **Owner** shall pay the share of said **Owner** in the **Common Expenses** as shown by the budget. The **Board of Directors** may cause to be sent to each **Owner**, on or before the first day of each month, a statement of the monthly **Assessments**. However, the failure to send or receive such monthly statement shall not relieve the **Owner** of the obligation of the **Owner** to make timely payment of the **Assessments**. If the **Board of Directors** shall not approve an annual budget or shall fail to determine new **Assessments** for any year, or shall be delayed in doing so, each **Owner** shall continue to pay the amount of the **Assessment** of said **Owner** as last determined. **Provided, However**, the **Board of Directors** shall have the power to amend the period of the installment payments to be due and payable to provide for annual, quarterly, monthly or any other period of installment payment.

Section 9.04. Reserves for Replacements. The **Association** shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the **Common Elements** or common areas. The fund shall be maintained out of **Assessments**.

Section 9.05. Lien for Assessments. If any **Owner** shall fail or refuse to make any payment of the **Assessments** when due, the amount due, together with costs, reasonable attorney's fees and interest thereon at a rate to be set by the **Board of Directors** but in no event greater than eighteen percent rate per annum from and after the date said **Assessments** became due and payable in accordance with the **Declaration** and shall constitute a lien on the interest of the **Owner** in the **Unit**.

Section 9.06. Acceleration of Assessment Installments Upon Default. If an **Owner** shall be in default in the payment of an installment upon any **Assessment**, the **Board of Directors** may accelerate the remaining installments of such **Assessment** upon notice to the **Owner**, and thereupon the unpaid balance of the **Assessment** shall come due upon the date stated in the notice, but not less than ten days after hand-delivery to the **Owner**, or not less than twenty days after posting such notice in the **United States** mail to said **Owner** by registered or certified mail, postage prepaid, whichever shall first occur. Upon default in the payment of an installment upon any **Assessment**, the **Board of Directors** shall be entitled to charge interest and service charges at the highest available rate allowable under **Alabama** law.

Section 9.07. Default. In the event an **Owner** of a **Unit** does not pay any sums, charges or **Assessments** required to be paid to the **Association**, the **Association** may foreclose the lien encumbering the **Unit** created by non-payment of the required monies in accordance with the **Declaration**; provided that thirty days prior notice of the intention to foreclose shall be by **United States** mail, postage prepaid, to the **Owner** and to all **Eligible Security Interest Holders** as shown in the records of ownership of the **Association**. The **Association** shall be entitled to the appointment of a receiver, if the **Association** so requests. The **Association** shall have the right to bid-in the **Unit** at a foreclosure sale and to acquire, hold, obtain a **Security Interest** and convey the **Unit**. In any such foreclosure action, the lien of the **Association** shall be as stated in the **Declaration**. In lieu of foreclosing the lien of the **Association**, the **Association** may bring suit to recover a money judgment for any sums, charges or **Assessments** required to be paid to the **Association** without waiving the lien of the **Association** securing same. In any action either to foreclose the lien of the **Association** or to recover a money judgment, brought by or on behalf of the **Association** against an **Owner**, the defendants shall pay the cost together with a reasonable attorney's fee.

If the **Association** becomes the **Owner** of a **Unit** by reason of foreclosure, the **Association** shall offer said **Unit** for sale and at such time as a sale is consummated the **Association** shall deduct from such proceeds all sums of money due the **Association** for **Assessments** and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the **Unit**, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the family **Unit** in question. All monies remaining after deducting the foregoing items of expense shall be returned to the former **Owner** of the **Unit** in question.

Section 9.08. Supplemental Assessments. If during the course of any fiscal year, the **Board of**

Directors determines that the **Assessments**, as established in the annual budget, are insufficient or inadequate to cover the estimated **Common Expenses** for the remainder of such year, then the **Board of Directors** shall prepare and approve a supplemental budget covering the estimated deficiency. Copies of the supplemental budget shall be delivered to each **Owner**, and a supplemental **Assessment** shall be made to each **Owner** for the share of the supplemental budget of said **Owner**.

Section 9.09. Annual Statement. Within sixty days after the end of each fiscal year, the **Board of Directors** shall cause to be furnished to each **Owner**, a statement for the year so ended showing the receipts and expenditures of the **Association**, and such other information as the **Board of Directors** may deem desirable.

Section 9.10. Accounting Records. The **Board of Directors** shall cause to be kept, in accordance with generally accepted accounting principles, a record of all receipts and expenditures; and a separate account for each **Unit** showing the **Assessments** or other charges due, the due dates of said **Assessments** or charges and the present balance due. Such accounting records shall be open to inspection by **Owners** at reasonable times during regular business hours.

Section 9.11. Depository. The depository of the **Association** shall be such bank or banks with offices located in the **State of Alabama** as shall be designated from time to time by the **Board of Directors** and in which monies of the **Association** shall be deposited. Withdrawal of monies from such account shall be only by checks or authorizations signed by such **Persons** as are authorized by the **Board of Directors**.

Section 9.12. Fidelity Bonds. Fidelity bonds shall, if reasonably available, be required by the **Board of Directors** from all officers and employees of the **Association** and from any manager handling or responsible for **Association** funds and from any employee, agent or subcontractor of a manager handling or responsible for the **Association** funds. The amount of such bonds shall be determined by the **Board of Directors**, but shall be at least the amount of one hundred and fifty percent of the total annual **Assessments** against **Members** for recurring expenses. The premiums on such bonds shall be paid by the **Association**.

Section 9.13. Insurance and Casualty Loss. The **Board of Directors** shall comply with all of the provisions of the **Declaration** pertaining to insurance and casualty loss.

Section 9.14. Records of the Association. The **Association** shall make available copies of the records of the **Association** pursuant to the requirements of the **Declaration**.

Section 9.15. Notices to Lenders. The **Association** shall provide notices to lenders required by the **Declaration**.

Section 9.16. Fiscal Management. The terms and provisions of the **Declaration** pertaining to fiscal management are incorporated in these **By-Laws** as if fully set out as an exhibit.

Article X **Obligations of the Owners**

Section 10.01. Assessments. Every **Owner** of any **Unit** shall contribute toward the expense of administration of the **Association**, as provided in the **Declaration** and in these **By-Laws**. Each **Assessment** against a **Unit** shall also be the personal obligation of the **Owner** at the time the **Assessment** fell due.

Section 10.02. Maintenance and Repair. Every **Owner** of any **Unit** shall promptly perform all maintenance and repair work, as provided in the **Declaration** or these **By-Laws**. An **Owner** shall reimburse the **Association** for any expenditures incurred in repairing or replacing any **Common Elements** or common facilities damaged through the fault of the **Owner** or the fault of the family, guests, or invitees of the **Owner**.

Section 10.03. Use of Units. All **Units** shall be used in accordance with the provisions of the **Declaration**, these **By-Laws** and the **Rules and Regulations**.

Article XI
Rules and Regulations

Section 11.01. Rules and Regulations. The **Declarant** or the **Board of Directors** may from time to time and subject to the rights of control by the **Declarant** provided for in the **Declaration**, adopt, modify, amend or add to **Rules and Regulations** concerning the use of **Sunset Bay at Bon Secour Island Villas, a Condominium**. Copies of such **Rules and Regulations** shall be hand-delivered or posted by **United States** mail, postage prepaid, to each **Owner** not less than fourteen days prior to the effective date of said **Rules and Regulations**. No **Rules or Regulations** may be adopted by the **Association** that conflicts with the **Declaration**, the **Articles of Incorporation** or these **By-Laws**.

Section 11.02. Hearing Procedure. The **Board of Directors** shall not impose a fine, suspend voting or infringe upon any of the rights of a **Member** or other **Occupant** for violations of the **Rules and Regulations**, or the **Declaration**, these **By-Laws** or **Articles of Incorporation**, unless and until the following procedure is followed:

A. Demand. Written demand to cease and desist from an alleged violation shall be hand-delivered or posted by **United States** mail, postage prepaid, to the alleged violator specifying: **(i)** the alleged violation; **(ii)** the action required to abate the violation; and **(iii)** a time period not less than ten days, but in the case of an emergency immediate notice may be given, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction after notice and a hearing that the violation is not continuing.

B. Notice. At any time within twelve months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same is subsequently violated, the **Board of Directors** or a delegate of the **Board of Directors** shall hand-deliver or by **United States** mail written notice to the violator of a hearing to be held by the **Board of Directors** or a committee appointed by the **Board of Directors**. The notice shall contain: **(i)** the nature of the violation; **(ii)** the time and place of the hearing, which time shall not be less than ten days from the giving of the notice, but in the case of an emergency immediate notice may be given; **(iii)** an invitation to attend the hearing and produce any statement, evidence and witness on behalf of the violator; and **(iv)** the proposed sanction to be imposed.

C. Hearing. The hearing shall be held in executive session pursuant to the notice affording the **Member** a reasonable opportunity to be heard. Prior to the effectiveness of any sanction under these **By-Laws**, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, **Director** or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

D. Appeal. If a hearing is before a committee of the **Board of Directors**, following said committee hearing, the violator shall have the right to appeal the decision to the **Board of Directors**. To perfect this right, written notice of appeal must be received by the **President** or **Secretary** within thirty days after the hearing date.

Article XII
Amendments to the By-Laws

Section 12.01. Adoption. These **By-Laws** may be altered, amended or appealed or new **By-Laws** may be adopted by the affirmative vote or agreement of **Members** to which two-thirds of the votes in the **Association** are allocated.

Section 12.02. Prohibited Amendments. No amendment of these **By-Laws** may be adopted that would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted by these **By-Laws** to the **Declarant**. No amendment that is in conflict with the **Articles of Incorporation**, the **Declaration**, or **Alabama** law shall be adopted.

Section 12.03. Recording. Any amendment to these **By-Laws** shall become effective when recorded in the **Office of the Judge of Probate of Baldwin County, Alabama**.

Article XIII
Miscellaneous

Section 13.01. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of the gender shall be deemed to include all genders.

Section 13.02. Captions. The captions in these **By-Laws** are inserted only as a matter of convenience for reference, and in no way define, limit or describe the scope of these **By-Laws** or the intent of any provision of these **By-Laws**.

Section 13.03. Conflicts. If there are conflicts or inconsistencies between the provisions of **Alabama** law, the **Articles of Incorporation**, the **Declaration** and these **By-Laws**, the provisions of **Alabama** law, the **Declaration**, the **Articles of Incorporation** and these **By-Laws** (in that order) shall prevail.

Section 13.04. Compliance. These **By-Laws** are intended to comply with the requirements of **Alabama** law which shall be considered an appendage to the **Declaration** and the **Articles of Incorporation** filed with these **By-Laws**.

Section 13.05. Right of Entry. The manager and any **Person** authorized by the **Board of Directors** shall have the right to enter each **Unit** in case of any emergency originating in or threatening such **Unit** whether or not the **Owner** or **Occupant** is present at the time.

Section 13.06. Parliamentary Rules. **Roberts Rules of Order** (latest edition) shall govern the conduct of the meetings of the **Association** or the **Board of Directors** when not in conflict with the **Declaration** or these **By-Laws**.

Section 13.07. Registered Office and Agent

The location address of the initial registered office is **16850 County Road 6 Ext., Gulf Shores, Alabama 36542** and the mailing address of the initial registered office is **779 Avery Boulevard, Ridgeland, Mississippi 39157**. The name of the initial registered agent of the **Association** is **Steve H. Bryan**.

These are the **By-Laws** of **Sunset Bay at Bon Secour Island Villas Condominium Owners' Association, Inc.**, adopted by the **Board of Directors** on the ____ day of **August, 2007**.

Greg Murphey
Secretary

Approved:

Steve H. Bryan
President

THIS INSTRUMENT PREPARED BY:

Sam W. Irby

Irby & Heard, P.C.

Attorney at Law

317 Magnolia Avenue

Post Office Box 1031

Fairhope, Alabama 36533

(251)928-4555

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JOINDER BY MORTGAGEE

STATE OF ALABAMA :

COUNTY OF BALDWIN :

State Bank and Trust Company, a Mississippi Banking Corporation, (the "Mortgagee") the owner and holder of a Mortgage which is dated November 14, 2005 and recorded December 8, 2005 as Instrument Number 941141, Pages 1 through 17 and further secured by UCC-1 Financing Statement 159661 recorded December 8, 2005 as Instrument Number 941142, Pages 1 through 7 of the records in the Office of the Judge of Probate of Baldwin County, Alabama (the "Mortgage"), joins in the making of the Declaration of Condominium of Sunset Bay at Bon Secour Island Villas, a Condominium (the "Declaration"), for the purpose of consenting, and the Mortgagee agrees that the lien of the Mortgage shall after the date of this Joinder by Mortgagee be upon Sunset Bay at Bon Secour Island Villas, a Condominium, described in the Declaration.

IN WITNESS WHEREOF, the Mortgagee has caused this Joinder of Mortgagee to be executed on this 31st day of August, 2007.

State Bank and Trust Company, a Mississippi Banking Corporation

By: Debra D. Allen

(Affix Corporate Seal)

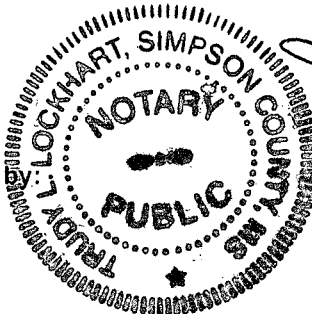
Its: Senior Vice President

STATE OF Mississippi :

COUNTY OF Rankin :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Debra D Allen, whose name as Senior VP of State Bank and Trust Company, 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 the instrument, She, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal on this the 31st day of August, 2007.



Judy L. Lockhart

Notary Public
My Commission Expires:
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 29, 2007
BONDED THRU STEGALL NOTARY SERVICE

This Instrument Prepared
Sam W. Irby
Irby & Heard, P.C.
Attorneys at Law
Post Office Box 1031
Fairhope, Alabama 36533
(251)928-4555