

## **Declaration of Condominium, Sunset Bay Island Villas Article XII**

### **Use Restrictions Section 12.01.**

Subject to the Development Rights, the use of the condominium property is subject to the following restrictions:

#### **A. Single-Family Residential Use.**

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.

#### **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.

#### **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.**

No Owner shall cause or permit anything to be placed on any Common Element or Limited Common Element without the prior written consent of the Board of Directors.

#### **I. Alterations.**

1. An Owner of a Unit may not make any Improvement or alteration to a Common Element, a Limited Common Element without the prior written consent of the Association.
2. 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 protrudes beyond the boundaries of a Unit; or is located outside a Unit.

#### **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, except with the prior written consent of the Board of Directors.

#### **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.

**L. Parking and Storage.**

Parking under the building is strictly reserved for Deeded Owner's vehicles in accordance with the Rules and Regulations applicable to parking. 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, except for the purpose of insured and licensed transportation.
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.
3. No motor vehicle shall be stored, constructed, repaired or serviced at the Condominium Property except to the extent necessary 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, 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. All Dogs shall be leashed at all times, per the City of Gulf Shores leash laws.

**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, or to use any of the property owned or operated by the Association.

**Q. Subdivision, Rezoning and Timesharing.**

Subject to the Development Rights in this Declaration and in the Act:

1. No Unit may be subdivided, unless at least eighty percent (80%) of the total voting interests of Sunset Bay at Bon Secour Island Villas approve such subdivision amendment.
2. No application for rezoning any portion of the Units unless the proposed rezoning has been approved by the Owner of such Unit and eighty percent (80%) of the *votes* allocated to all memberships.
3. No Owner shall offer or sell any interest in any Unit under a "timesharing" or "interval ownership" plan or similar resort plan.

**R. Fuel Burning Devices.**

No propane gas or charcoal grills may be maintained in or outside any Unit.

**S. Hard Surface Floors.**

Installation of hard surface floor coverings must be submitted to and approved by the Board of Directors, and if approved, meet all weight, fire rating and sound installation standards established by the Board of Directors.

In addition, the Board of Directors shall have the right to specify the exact material to be used on balconies.

**T. Hurricane Shutters.**

The Board of Directors may establish hurricane shutter or laminated glass or window film specifications which comply with the applicable building code.

**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.**

No Owner shall cause, or permit the guests of said Owner to cause, waste to any Common Element.

**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 authority.

**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 12.03 Leases.**

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. No individual rooms may be rented. Each Unit Owner who shall lease or rent the Unit of said Owner shall provide a copy of the contract to the Association and 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.

**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.

**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 shall not be construed as a waiver.

**Elevator:** Elevator floors can be slippery when wet. While moving furniture in the elevators, the custom made protection is required for the floor coverings and stored in the stairwells.

**Stairway Access Doors:** While moving furniture in the stairwells, do not wedge the stairwell fireproof doors open by using the door frame. Damage will be repaired at the owner's expense.

**Carts:** Shopping carts and utility carts are for owner's use. Utility carts are restricted to 200 pounds and will not be used for moving heavy large furniture. **Contractors are required to provide their own.**

**Pool: NO GLASS IN POOL AREA.** Owners are required to be present with visitors accessing the pool. Pool and furniture are for owner's convenience. Visitors will be asked to leave the pool area, which in the judgment of the Board of Directors may be or become an unreasonable abuse of pool rules and furniture, annoyance or nuisance to the other Owners.