

1072269

STATE OF ALABAMA :
COUNTY OF BALDWIN :



**SUPPLEMENTAL DECLARATION OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE COMMUNITIES OF SUNSET BAY FOR SUNSET BAY, PHASE I
PHASE I OF SUNSET BAY AT BON SECOUR ISLAND VILLAS,
A CONDOMINIUM**

This Supplemental Declaration of Declaration of Covenants, Conditions and Restrictions of The Communities of Sunset Bay for Sunset Bay, Phase I (this "Supplemental Declaration - Phase I") is made to be effective on the Recording of this Supplemental Declaration - Phase I in the records of the Office of the Judge of Probate of Baldwin County, Alabama (the "Effective Date") by Bon Secour Development, L.L.C., an Alabama Limited Liability Company (the "Declarant"), as the assignee of the interest of Tugboat Properties, L.L.C., and for the successors, grantees and assigns of the Declarant.

RECITALS :

1. The Declarant did subdivide certain real property located in Baldwin County, Alabama, under the name **Sunset Bay at Bon Secour, a Planned Unit Development ("Sunset Bay")**, as per plat thereof recorded on **Slide 2128-E and Slide 2128-F** (the "Phase I Plat") and subjected the property described on the **Phase I Plat** to that certain **Declaration of Covenants, Conditions and Restrictions of The Communities of Sunset Bay for Sunset Bay, Phase I, a Planned Unit Development**, dated **September 23, 2003** and recorded **October 9, 2003** as **Instrument Number 764204, Pages 1 through 45** (the "Master Declaration").

2. An **Association of Owners** for the operation of **Sunset Bay** was formed under the laws of the **State of Alabama** known as **Sunset Bay Owners Association, an Alabama Nonprofit Corporation** (the "Master Association").

3. The **Master Declaration** was amended by the **Amendment to Declaration of Covenants, Conditions and Restrictions of the Communities of Sunset Bay for Sunset Bay, a Planned Unit Development**, dated **August 17, 2005**, and recorded **September 4, 2007**, as **Instrument Number 1072262**, **Pages 1 through 16** (the "Amended Master Declaration").

4. The **Declarant** proposes to develop a condominium known as **Sunset Bay at Bon Secour Island Villas, a Condominium** more particularly described in the **Declaration of Condominium of Sunset Bay at Bon Secour Island Villas, a Condominium** (the "Declaration of Condominium").

5. Subject to the provisions of this **Supplemental Declaration - Phase I**, the **Declarant** desires to annex **Additional Property** known as **Phase I of Sunset Bay at Bon Secour Island Villas, a Condominium** to **Sunset Bay**, all in accordance with **Section 2.03** of the **Master Declaration**, as amended by the **Amended Master Declaration**.

6. This **Supplemental Declaration - Phase I** shall constitute a "**Supplement**" as defined in the **Master Declaration**.

The recording references referred to in this **Supplemental Declaration - Phase I** are to the **Office of the Judge of Probate, Baldwin County, Alabama**. The terms used in this **Supplemental Declaration -**

Phase I shall have the same meaning as those contained in the **Master Declaration** and **Amended Master Declaration**, unless the context otherwise requires.

NOW, THEREFORE, pursuant to the powers reserved by the **Declarant** in the **Master Declaration**, as amended by the **Amended Master Declaration**, the **Declarant** makes the following **Supplemental Declaration**.

A. Incorporation of Phase I of Sunset Bay at Bon Secour Island Villas, a Condominium. Subject to the provisions of this **Supplemental Declaration - Phase I**, as provided in the **Master Declaration**, as amended by the **Amended Master Declaration**, the **Declarant** elects to incorporate the **Additional Property** known as **Phase I of Sunset Bay at Bon Secour Island Villas, a Condominium** into **Sunset Bay**. The **Additional Property** described as **Phase I of Sunset Bay at Bon Secour Island Villas, a Condominium** shall be held, sold or conveyed subject to the **Amended Master Declaration** and the **Declaration of Condominium** and shall run with the **Phase I** land described in the **Declaration of Condominium** and be binding on all parties having any right, title or interest in said land, together with their grantees, successors, heirs, executors, personal representatives, devisees or assigns.

B. Use of Common Areas in Sunset Bay. The use of **Sunset Bay** by the **Owners of Units** in **Phase I of Sunset Bay at Bon Secour Island Villas, a Condominium** shall be subject to the **Master Declaration**, as amended by the **Amended Master Declaration** and this **Supplemental Declaration - Phase I**. The **Owners of Units** in **Phase I of Sunset Bay at Bon Secour Island Villas, a Condominium** are **Class Condominium Unit Members** as described in the **Amended Master Declaration**. **Class Condominium Unit Members** shall only be entitled to use that portion of **Sunset Bay** described as follows, to wit:

That portion of **D'Iberville Lane** which begins at the **East** line of the **County Road No. 6** main entrance of **Sunset Bay** and runs in a westwardly and southwardly direction past the **Clubhouse** and swimming pool and terminates at the southern end of the parking area which lies immediately southwest of the **Clubhouse** and swimming pool, together with the area of real property occupied by the **Clubhouse** and the swimming pool situated immediately west of the **Clubhouse**, all as shown on the **Plat of Sunset Bay**.

The **Class Condominium Unit Members** shall not be entitled to use any other parts of **Sunset Bay**.

The **Master Association** is specifically granted the authority to prohibit the use of **Sunset Bay** to tenants and invitees of **Class Condominium Unit Members**. Nothing in this paragraph shall be interpreted to mean that the **Master Association** may prohibit a **Member** or any other **Person** authorized by the **Master Declaration** to use the **Common Areas of Sunset Bay**.

C. No Assurance of Right to Use Boat Slips in Sunset Bay. The purchase of a **Unit** in **Phase I of Sunset Bay at Bon Secour Island Villas, a Condominium**, does not include the right to use a **Boat Slip** in **Sunset Bay**. The **Declarant** and a purchaser of a **Unit** in **Phase I of Sunset Bay at Bon Secour Island Villas, a Condominium** may or may not have entered into a separate agreement concerning the assignment from the **Declarant** to the purchaser of the right to use a **Boat Slip** in **Sunset Bay**. No assurances are made by the **Declarant** that the right to use a **Boat Slip** in **Sunset Bay** will or will not be assigned to any **Owner** of a **Unit** in **Sunset Bay at Bon Secour Island Villas, a Condominium**. If the purchaser acquires the right to use a **Boat Slip** in **Sunset Bay** by separate agreement, the use of the **Boat Slip** shall be subject to the terms, conditions and provisions of the **Master Declaration**, as amended by the **Amended Master Declaration**.

D. Voting Rights in the Master Association. The **Owner** of a **Unit** in **Phase I** of

Sunset Bay at Bon Secour Island Villas, a Condominium is a Class Condominium Unit Member in the Master Association and shall be entitled to one (1) vote in the Master Association, which vote is not divisible, the numerical value of which shall be the numerical value which is assigned as set out in this Paragraph D. The vote of a Class Condominium Unit Member in the Master Association shall be cast by said Class Condominium Unit Member in the manner prescribed in the Master Declaration, as amended by the Amended Master Declaration, this Supplemental Declaration - Phase I and the By-Laws, as amended, of the Master Association. The vote of the Class Condominium Unit Member is limited and restricted so that the Class Condominium Unit Member shall not be entitled to vote on matters having to do with the use and occupancy of Lots in Sunset Bay, Phase I or Lots in any Additional Property annexed into Sunset Bay. The foregoing shall not prohibit the Class Condominium Unit Member from voting on other matters if the Class Condominium Unit Member is also a Member of another class of Member in the Master Association in which event said Member shall be entitled to the same vote as said other class.

The votes of all Lots and Boat Slips in Sunset Bay and Units in Phase I of Sunset Bay at Bon Secour Island Villas, a Condominium in the Master Association are allocated as follows:

<u>Class of Membership</u>	<u>Numerical Value of Vote</u>
Class Lot Members	47.60878%
Class Boat Slip Members	37.55027%
Class Condominium Unit Members	14.84095%
Total Votes	100%

E. Master Association Assessments and Liens for Assessments on Lots and Boat Slips in Sunset Bay and Units in Phase I of Sunset Bay at Bon Secour Island Villas, a Condominium.

1. Each Owner of a Lot and the Owner of a right to use a Boat Slip in Sunset Bay and each Owner of a Unit in Phase I of Sunset Bay at Bon Secour Island Villas, a Condominium, shall be assessed, and is individually liable for the percentage share of the Common Expenses of the Master Association as set out in this Paragraph E.1. The Assessments due by Owners of Units in Phase I of Sunset Bay at Bon Secour Island Villas, a Condominium to the Master Association, are in addition to the Assessments due Sunset Bay at Bon Secour Island Villas Condominium Owners' Association, Inc. as provided for in the Declaration of Condominium. Payment of Common Expenses to the Master Association shall be in such amounts and at such times as determined by the Master Association and by the By-Laws, as amended, of the Master Association all in accordance with the provisions of the Master Declaration, as amended by the Amended Master Declaration and this Supplemental Declaration - Phase I. Assessments by the Master Association shall be collected by the Master Association as provided for in the Master Declaration, as amended by the Amended Master Declaration, and By-Laws, as amended, of the Master Association. No Owner of a Lot and/or Boat Slip in Sunset Bay or Owner of a Unit in Phase I of Sunset Bay at Bon Secour Island Villas, a Condominium, shall be exempt from payment of the share of the Common Expenses of the Master Association by waiver or nonuse or nonenjoyment of the Common Areas in Sunset Bay or by abandonment of the Lot and/or Boat Slip in Sunset Bay or the Unit in Phase I of Sunset Bay at Bon Secour Island Villas, a Condominium of said Owner. Common Expenses due the Master Association shall include all Common Expenses described in the Master Declaration, as amended by the Amended Master Declaration. All Lots and/or Boat Slips in Sunset Bay and all Units in Phase I of Sunset Bay at Bon Secour Island Villas, a Condominium shall be assessed and are individually liable for the share of Common Expenses of the Master Association as follows:

<u>Class of Membership</u>	<u>Percent Share Common Expenses In the Master Association</u>
Class Lot Members	47.60878%
Class Boat Slip Members	37.55027%
Class Condominium Unit Members	<u>14.84095%</u>
Total Assessments	100%

2. The **Master Association** is granted a lien upon each **Unit** in **Phase I** of **Sunset Bay at Bon Secour Island Villas, a Condominium** 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** of said **Unit** and located in said **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 **Master Association** and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by the **Master 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 provisions of the **Master Declaration**, as amended by the **Amended Master Declaration**, pertaining to granting a lien to the **Master Association**, apply to **Units** in **Phase I** of **Sunset Bay at Bon Secour Island Villas, a Condominium**. Reference is made to the **Declaration of Condominium of Sunset Bay at Bon Secour Island Villas, a Condominium** for the provisions pertaining to a lien upon each **Unit** for payment of **Assessments to Sunset Bay at Bon Secour Condominium Owners' Association, Inc.**

F. **Additional Amendments to the Master Declaration.** The following **Articles** and **Sections** contained in the **Master Declaration** shall not apply to **Sunset Bay at Bon Secour Island Villas, a Condominium**.

1. "**Section 5.05**, of the **Master Declaration** pertaining to **Dwelling** and lawn maintenance does not apply to **Sunset Bay at Bon Secour Island Villas, a Condominium**."

2. **Article X - Architectural Control** of the **Master Declaration** shall not apply to **Sunset Bay at Bon Secour Island Villas, a Condominium**.

3. **Article XI - Easements** of the **Master Declaration** shall not apply to **Sunset Bay at Bon Secour Island Villas, a Condominium**.

4. **Article XII - Use and Other Restrictions and Requirements** of the **Master Declaration** shall not apply to **Sunset Bay at Bon Secour Island Villas, a Condominium**.

5. **Article XIII - Building and Construction Criteria and Requirements** of the **Master Declaration** shall not apply to **Sunset Bay at Bon Secour Island Villas, a Condominium**.

G. **Use of Condominium Property.** **Units** in **Phase I** of **Sunset Bay at Bon Secour Island Villas, a Condominium** are subject to the **Declaration of Condominium of Sunset Bay at Bon Secour Island Villas, a Condominium**. Nothing in this **Supplemental Declaration - Phase I** shall be interpreted to mean that **Owners** of **Lots**, or **Lots** and **Boat Slips** have a right to use the **Condominium Property** in **Phase I** of **Sunset Bay at Bon Secour Island Villas, a Condominium**. The **Owners** of **Lots**, or **Lots** and **Boat Slips**, unless they are also an **Owner** of a **Unit** in **Phase I** of **Sunset Bay at Bon Secour**

Island Villas, a Condominium, shall not have the right to use any of the Condominium Property in Sunset Bay at Bon Secour Island Villas, a Condominium.

H. **Binding on Master Association.** The provisions of this **Supplemental Declaration - Phase I** shall be binding upon the **Master Association**.

I. **Conflict.** If there is any conflict between the provisions of the **Master Declaration** and this **Supplemental Declaration - Phase I**, the provisions of this **Supplemental Declaration - Phase I** shall control.

J. **Adoption.** As altered and amended by this **Supplemental Declaration - Phase I**, the **Master Declaration** and every part and provision of the **Master Declaration** is in all respects ratified and confirmed and by reference adopted and incorporated in this **Supplemental Declaration - Phase I**, the same as if fully set out in this **Supplemental Declaration - Phase I**.

K. **Right to Amend.** The **Declarant** may unilaterally amend this **Supplemental Declaration - Phase I** in the same manner as provided for in the **Master Declaration**. Anything else contained in this **Supplemental Declaration - Phase I** to the contrary notwithstanding, the **Declarant** shall have the right, as provided for in the **Master Declaration**, as amended by the **Amended Master Declaration**, to amend this **Supplemental Declaration - Phase I** to revise and reallocate the votes and **Assessments** contained in the **Master Declaration**.

L. **Effective Date.** The **Effective Date** of this **Supplemental Declaration - Phase I** is the date of the **Recording** of this **Supplemental Declaration - Phase I** in the **Office of the Judge of Probate of Baldwin County, Alabama**.

IN WITNESS WHEREOF, the **Declarant** has caused this **Supplemental Declaration - Phase I** to be executed on the day and year first above referred to.


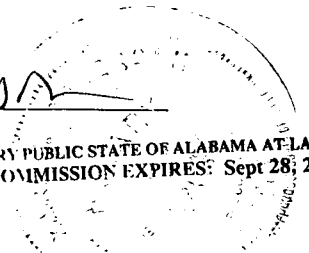
Bon Secour Development, L.L.C., an Alabama
Limited Liability Company
By: 
Steve H. Bryan
Its: Managing Member

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 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:

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