

STATE OF ALABAMA
BALDWIN COUNTY

AMENDMENT TO BYLAWS OF BAY GARDENS CONDOMINIUM
OWNERS' ASSOCIATION, INC. BY WRITTEN AGREEMENT OF MEMBERS

Pursuant to paragraph 12.03 of the Bylaws of Bay Gardens Condominium Owners' Association, Inc. recorded in the Office of the Judge of Probate of Baldwin County, Alabama on May 14, 1987, in Miscellaneous Book 59, Page 1678-1711, the undersigned constituting all of the members of Bay Gardens Condominium Owners' Association, Inc. adopt the following amendments to said Bylaws by unanimous written agreement:

1. Paragraph 1.03 is hereby amended to read as follows:

1.03 Principal Office. The principal office of the Association shall be located at 29261 Ono Boulevard, Orange Beach, Alabama, 36561, or at such other place as maybe designated subsequently 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 its principal office.

2. Paragraph 3.01 of the Bylaws is amended to read as follows:

3.01 Annual Meeting. The annual meeting of members shall be held at the Bay Gardens Clubhouse, Bay Gardens Condominium, at 10:00 a.m. local time, on the 1st day of MARCH of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day following that is not a legal holiday.

3. Paragraph 3.10 is amended to read as follows:

3.10 Proviso. Provided, however, that until four months after the Declarant of the Condominium has completed and sold 75% of the units of the Condominium or until five (5) years from the date of recording the original Bylaws in the Office of the Judge of Probate of Baldwin County, Alabama or until Declarant elects to terminate its control of the Condominium, whichever shall first occur, there shall be no meeting of members of the Association unless a meeting is called by the Board of Directors.

4. Paragraph 5.03 is hereby amended to read as follows:

5.03 Appointment by Declarant. The initial Board of Directors as well as successive Directors shall be appointed by the Declarant, and maybe removed by the Declarant at any time.

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The Declarant shall have the right to appoint and remove Directors until such right is voluntarily relinquished by the Declarant or until five (5) years of the date of recording the original Declaration of Condominium of Bay Gardens Condominiums in the Office of the Judge of Probate of Baldwin County, Alabama or until four months after Declarant has completed and sold 75% of the units of the Condominium, whichever occurs first. The Directors appointed by the Declarant need not be unit owners.

5. Paragraph 5.11 of the Bylaws are amended to read as follows:

5.11 Proviso. Provided, however, that until four months after the Declarant of the Condominium has completed and sold 75% of the units of the Condominium or until five (5) years from the date of recording the original Declaration of Condominium of Bay Gardens Condominium in the Office of the Judge of Probate of Baldwin County, Alabama or until Declarant elects to terminate its control of the Condominium, whichever shall first occur, there shall be no meeting of the Association unless a meeting is called by the Board of Directors.

6. Paragraph 9.04 is hereby amended to read as follows:

9.04 Assessments. Assessments shall be collected by the Association on a monthly or annual basis as may be determined by the Board of Directors. If the Board of Directors elects to collect on a monthly basis, said assessments will be collected as follows:

On or before the first day of each month of the fiscal year for which the assessments are made, each unit owner shall pay one-twelfth of his share of the common expenses for such year as shown by the annual budget. The assessments of the common expenses shall be set forth in the Declaration but the yearly assessment for each unit owner shall be in proportion to his respective ownership interest in the common elements. The Board of Directors may cause to be sent to each unit 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 statements shall not relieve the unit owner of his obligation to make timely payment of the monthly assessments. If the Board shall not approve an annual budget or shall fail to determine new monthly assessments for any year it shall be delayed in doing so, each unit owner shall continue to pay the amount of his monthly assessment as last determined. No unit owner shall be relieved of his obligation to pay his assessments by abandonment of his unit or lack of use of the common elements.

7. The following additional provision to the Bylaws is hereby adopted:

Architectural Control. The essence of Bay Gardens Condominium lies in its architectural concept which makes it

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unique and thereby enhances the value of each Unit and the condominium project as a whole. Therefore, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to the surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. THIS PROVISION CONCERNING ARCHITECTURAL CONTROL WILL BE STRINGENTLY ENFORCED AND NO UNIT OWNER SHOULD MAKE ANY ASSUMPTION THAT THE PLANS AND SPECIFICATIONS FOR IMPROVEMENTS TO BE LOCATED ON ANY UNIT WILL BE AUTOMATICALLY APPROVED.

The following guidelines are presented to indicate the general tenor of architectural control to be exercised but are not intended to represent every detail that may be subjected to architectural control.

Building Setback requirements typical of Bay Gardens are as follows:

1. Front setbacks (from street) shall be ten feet minimum.
2. Sides and rear line setbacks shall be five feet minimum.

Architectural Style of the structures shall be cottages reminiscent of the late 19th and early 20th centuries.

1. Porches will be encouraged, with turned or boxed wood columns and decorative millwork brackets and railing.
2. Wood exterior siding in many styles, such as: Lap pine, cedar, or composition; ornamental shingles, vertical board or board and batten.
3. Exteriors are to be painted, not stained, with pastel colors and contrasting or white trim.
4. All structures are to be built on pilings with a minimum 24 inch crawlspace to whatever height required by building codes.
5. Space under houses are to be enclosed from sight with ornamental treatment or lattice, for casual living.

6. Each house site to be enclosed to the street by a picket fence. The pattern of railing cannot be repeated for every four house sites.
7. Houses may be constructed to three levels and loft provided they meet building code requirements.
8. Metal roofing will be the preferred roofing material.
9. Interiors are left to the owner's preference, however, traditional wood flooring is recommended.
10. Authentic styling is desired to maintain the ambiance of Bay Gardens, and plans for construction will be subject to review by the Architectural Committee before construction plans are submitted to appropriate governmental authority to obtain a building permit.

Landscaping - Many flowering shrubs shall be required for the individual home site, and the planting of at least one flowering tree is mandatory.

We foresee that the nature of the plants and trees to be introduced to Bay Gardens, will establish this area as the garden spot on the peninsula, and add to the charm of the quaint cottages.

In order that the garden theme shall be expressed in full harmony, a landscape plan must be submitted to the Architectural Committee at the time construction plans are submitted for approval.

No Concrete shall be used without written prior approval of the Architectural Committee. Walkways and patios may be constructed with shell or pressure treated wood. No floors of any construction shall be concrete slab.

Occupancy, Use, and Leasing Restrictions Residential Use.

No Owner, tenant or other occupant of the Properties herein described shall, without prior written consent of the Board of Directors:

a. Paint or otherwise change the appearance of any exterior wall, door, window, terrace, balcony or any exterior surface; enclose any terrace or balcony with screen, glass or other material; erect any exterior lights or signs; place any signs in windows; erect or attach any structures or fixtures to the Common Area; nor make any structural additions or alterations (except the erection or removal of nonsupport carrying interior partitions wholly within the unit) to any Unit or to the Common Area. Any Owner who wishes to accomplish any of the foregoing shall make such request in writing to the Board of Directors together with, if necessary, one (1) copy of the plans and

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specifications for the work proposed by the Owner. In the event the Board of Directors shall fail to approve or disapprove such request by an Owner within sixty (60) days from the submission of same to the Board of Directors or of its designated representative, such approval will not be required and this covenant shall be deemed to have been fully complied with; and, nothing herein contained shall prevent, or is intended to prevent, an Owner from maintaining or making repairs to his Unit so as to maintain his Unit in the condition existing at the time of purchase;

b. Permit loud and objectional noises or obnoxious odors to emanate from the Unit or from vehicles which may cause a nuisance to the occupants of other Units;

c. Make any use of a Unit which violates any laws, ordinances or regulations of any governmental body or governmental agency;

d. Fail to conform to and abide by the By-Laws and the uniform rules and regulations in regard to the use of the Common Area which may be adopted from time to time by the Board of Directors of the Association;

e. Erect, construct, or maintain any wire, radio, television or other type antennas, garbage or refuse receptacles, or other equipment or structures on the exterior of the building or on the Common Area, except with the written consent of the Board of Directors;

f. Permit or suffer anything to be done or kept on the Properties which will increase insurance rates on any Unit;

g. Commit or permit any nuisance, upon the Properties herein described;

h. Divide or subdivide a Unit into a smaller Unit or Units as to create a Unit smaller in size than that shown by plat of the properties; provided, however, that an entire Unit may be combined with an entire adjacent Unit and occupied as one Unit;

i. Obstruct the common way of ingress and egress to the other Units or to the Common Area;

j. Place or allow anything to remain in or on the Common Area which would be unsightly or hazardous;

k. Allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor; and each Unit and the Common Area shall at all times be kept in a clean and sanitary condition. Garbage shall be placed in waterproof bags or similar containers before being placed in the appropriate receptacles;

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1. Allow any fire or health hazard to exist;

m. Make use of the Common Area in such a manner as to abridge the equal rights of the other Owners to the use and enjoyment of same;

n. Permit a boat or boat trailer to be kept or maintained on the parking spaces or permit said parking spaces be used for the storage of campers, motor homes or any other vehicle, apparatus or equipment (excluding passenger vehicles) without the written approval of the Board of Directors;

o. Use the Unit for anything other than for residential purposes; said Properties are hereby restricted to residential dwellings for residential use only;

p. No Owner of a Unit shall repair any motor vehicle, boat or other vehicle upon any portion of any Unit except for emergency repairs thereto and then only to the extent necessary to enable movement thereof to a proper repair facility;

q. Raise, breed or keep animals, livestock or poultry or any kind on any Unit except that dogs, cats and other household pets may be kept, subject to rules and regulations adopted by the Association, provided that they are not kept, bred or maintained for any commercial purpose;

r. Erect buildings or storage buildings of any kind upon the Properties;

s. Cut or otherwise destroy any growing tree which is four (4) feet in height or more unless said growing tree becomes a hazard to person or property;

t. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

Maintenance, Alteration, and Improvements - Maintenance By The Association.

Common Areas. Except as provided in the next Section, the Association shall provide exterior maintenance upon each improvement located on the common areas designated in the plat of the properties which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, walks, drives, parking areas, and other improvements. The Association shall also trim, cut, prune, fertilize, water, weed and otherwise maintain trees, shrubs, and grass, located in the Common Areas designated in the plat of the properties.

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Owner's Obligations to Repair and Restore.

Except for those portions which the Association is required to maintain and repair hereunder, each Owner shall, at his sole cost and expense, maintain and repair his Unit keeping the same in good condition and making all structural repairs as they may be required.

In the event an Owner of any Unit in the Properties shall fail to maintain the premises and the improvements situated thereon, as provided for herein and should any owner fail to maintain the premises and improvements situated thereon, the Association, after approval by two-thirds (2/3rds) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Unit and to repair, maintain and restore the Unit and the building and any other improvements erected thereon. The cost of the same shall be added to and become part of the assessment to which such Unit is subject.

All fixtures and equipment installed with a Unit, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a Unit shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair the structural soundness or integrity of another Unit or impair any easement or hereditament nor any act, nor allow any condition to exist which will adversely affect the other Units or their Owners.

8. Except as specifically modified by this instrument, all other terms, covenants, conditions and provisions contained in the original Bylaws of Bay Gardens Condominium dated April 28, 1987 and recorded in the Office of the Judge of Probate of Baldwin County, Alabama in Miscellaneous Book 59, Pages 1678-1711, be and the same hereby are ratified, approved and confirmed and the same shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this the 25th day of AUGUST, 1989.

BON SECOUR DEVELOPMENT CORPORATION

By Lowell Patterson

Its President

ATTEST:

By Cecily L. Patterson

Its Vice President

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BAY GARDENS CONDOMINIUM
OWNERS' ASSOCIATION, INC.

BY Franklin L. Patterson
Its President

ATTEST:

BY Carolyn L. Patterson
Its Vice President

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Franklin L. Patterson and Carolyn L. Patterson whose names as President and Vice President of BON SECOUR DEVELOPMENT CORPORATION, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 25th day of August, 1989.

Gerene C. August
NOTARY PUBLIC

My Commission Expires: 2/22/90

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Franklin L. Patterson and Carolyn L. Patterson whose names as President and Vice President of BAY GARDENS CONDOMINIUM OWNERS' ASSOCIATION, INC., are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 25th day of August, 1989.

Gerene C. August
NOTARY PUBLIC

My Commission Expires: 2/22/90

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THIS INSTRUMENT WAS PREPARED BY:

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RECORD FEE 22.50
STATE OF ALABAMA
BALDWIN COUNTY
I CERTIFY THIS INSTRUMENT WAS
FILED AND INDEXED

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REC. JUDGE OF PROBATE
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