

STATE OF ALABAMA :  
COUNTY OF BALDWIN :

**AMENDED AND SUPPLEMENTAL DECLARATION OF  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
MARTYN WOODS AT BON SECOUR, A SUBDIVISION**

State of Alabama, Baldwin County  
I certify this instrument was filed  
and taxes collected on:

2006 August -22 10:53AM

Instrument Number 956826 Pages 6  
Recording 18.00 Mortgage  
Deed Min Tax  
Index pp 5.00  
Archive Adrian T. Johns, Judge of Probate

This Amended and Supplemental Declaration of Covenants, Conditions and Restrictions for Martyn Woods at Bon Secour, a Subdivision (this "Amended and Supplemental Declaration") is made this 17<sup>th</sup> day of August, 2006, by Martyn Woods, L.L.C., an Alabama Limited Liability Company (the "Declarant"), 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 **Martyn Woods at Bon Secour, a Subdivision**, as per plat thereof recorded on Slides 1958-B, 1959-A, 1959-B, 1960-A (the "Phase One Plat") and subjected the property described on the Phase One Plat to that certain Declaration of Covenants, Conditions and Restrictions, dated December 20, 1999, and recorded December 20, 1999 as Instrument Number 525191, Pages 1 through 38 (the "Declaration"). The terms used in this Amended and Supplemental Declaration shall have the same meaning as those contained in the Declaration, unless the context otherwise requires.

2. An Association of Owners for the operation of Martyn Woods at Bon Secour, a Subdivision was formed under the laws of the State of Alabama known as Martyn Woods at Bon Secour Property Owner's Association, Inc. (the "Association").

3. The Declarant desires to add the real property described on the plat of Martyn Woods at Bon Secour, Phase Two, a Subdivision recorded on Slide 2288B and Slide 2288C (the "Phase Two Plat") to the Declaration by incorporating the same into the Declaration, the same as if the real property described on the Phase Two Plat had been originally included in the Declaration, all in accordance with the Declaration and to amend the Declaration as provided for in this Amended and Supplemental Declaration.

The recording references referred to in this Amended and Supplemental Declaration are to the Office of the Judge of Probate, Baldwin County, Alabama.

NOW, THEREFORE, the Declarant makes the following Amended and Supplemental Declaration as to the use to which the real property described on the Phase Two Plat and the Phase One Plat and the improvements thereon may be put, specifying that the Declaration, as amended by this Amended and Supplemental Declaration, shall be binding upon the Declarant, and the successors, grantees and assigns of the Declarant and all owners of all or any part of the real property described on the Phase One Plat and the Phase Two Plat together with their grantees, successors, heirs, executors, personal representatives, devisees or assigns.

A. **Increment.** As provided in the Declaration, the Declarant elects to incorporate the real property described on the Phase Two Plat into Martyn Woods at Bon Secour, a Subdivision. The real property described on the Phase Two Plat shall be held, sold or conveyed subject to the easements, restrictions, covenants and conditions set out in the Declaration, as amended by this Amended and Supplemental Declaration and shall run with the real property and be binding on all parties having any right, title or interest in the real property described on the Phase Two Plat.

B. **Amendment.** The Declaration is amended as follows:

1. **Section 5.4** of the Declaration is deleted in its entirety and in substitution

996026

therefor, the following:

**"Section 5.4 Retention of Copy of Plans.** Upon approval by the **Architectural Committee** of any plans and specifications submitted under this **Declaration**, a copy of such plans and specifications, as approved, shall be deposited for record with the **Architectural Committee**, and shall be retained for a period of no more than **six (6) months** after completion of the improvement, and a copy of such plans and specifications bearing such approval, in writing, shall, upon the written request of the applicant, be returned to the applicant submitting the same or if no written request has been received by the **Architectural Committee** from the **Applicant** prior to the end of said **six (6) month** period, then the **Architectural Committee** shall not be obligated to retain a copy of such plans and specifications and may destroy them."

2. **Section 7.7** of the **Declaration** is deleted in its entirety and in substitution therefor, the following:

**"Section 7.7 Colors; Architectural Styles.** All exterior building materials and colors must be approved by the **Architectural Committee**. Excessively bright colors or objectionable noticeable colors are prohibited. All architecture must be compatible with the atmosphere of **Martyn Woods at Bon Secour, a Subdivision** and with surrounding buildings within **Martyn Woods at Bon Secour, a Subdivision** and shall be in the **Southern** style architecture. All architectural plans must be approved by the **Architectural Committee**. No unfinished foundation walls or exposed concrete block shall be allowed on the exterior of any building. Vinyl and aluminum siding shall not be allowed on the exterior of any building. Subject to the approval of the **Architectural Committee**, vinyl trim may be used on the fascia and soffit elements of the building."

3. **Section 9.5** of the **Declaration** is amended to add the following additional **Paragraph D.**:

**D.** The following applies to **Lot 83** through **Lot 153**. Except as provided in the **Declaration**, the ground floor livable area (heated and cooled area) of the main building or structure in a **one (1)** habitable story building or structure, exclusive of open porches and garages, shall contain not less than **two thousand four hundred (2,400) square feet**; in the case of a building or structure exceeding **one (1)** habitable story, the ground floor livable area (heated and cooled) shall contain a minimum square footage of **one thousand two hundred (1,200) square feet** with the total square footage of said main building or structure containing not less than **two thousand four hundred (2,400) square feet**; unless otherwise approved in writing by the **Architectural Committee**.

4. **Section 9.24** of the **Declaration** is deleted in its entirety and in substitution therefor, the following:

**"Section 9.24 Outside Installations.** Except as provided in this **Declaration**, no exterior antennas, aerials, satellite dishes, towers or other apparatus, or support for said apparatus, for the reception or transmission of television, radio or other signals of any kind shall be erected, installed, placed, allowed or maintained upon any portion of **Martyn Woods at Bon Secour, a Subdivision**, except that:

A. An antenna designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is **one (1) meter** or less in diameter;

B. An antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services and local multipoint distribution services, that is **one (1) meter** or less in diameter or diagonal measurement; or

C. An antenna that is designed to receive television broadcast signals.

(collectively, the "Permitted Antennas")

The **Permitted Antennas** are subject to such reasonable **Rules and Regulations** as to location and screening as may be set forth by the **Board of Directors**, consistent with applicable law, in order to minimize obtrusiveness as viewed from streets and adjacent property. The **Declarant** and/or the **Association** shall have the right, without obligation, to erect an aerial, satellite dish or other apparatus for a master antenna, cable or other communication system for the benefit of all or a portion of **Martyn Woods at Bon Secour, a Subdivision**, should any master system or systems be utilized by the **Association** and require such exterior apparatus.

No machinery or equipment shall be placed or operated upon any **Lot** except such machinery or equipment as is usual in maintenance of a private single-family residence. No roof penetrations, such as vents and pipes, shall be placed on any roof so as to be visible from any road or the **Common Area**."

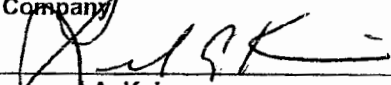
C. **Adoption.** As altered and amended, the **Declaration** and every part and provision of the **Declaration** is in all respects ratified and confirmed and by reference adopted and incorporated in this **Amended and Supplemental Declaration**, the same as if fully set out in this **Amended and Supplemental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

D. **Proviso.** Provided, However, the **Common Area** shown on the **Phase One Plat** is **NOT DONATED NOR GRANTED TO THE PUBLIC**, but is private property to be conveyed by the **Declarant** to the **Association** in accordance with the **Declaration**.

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

Martyn Woods, L.L.C., an Alabama Limited Liability Company

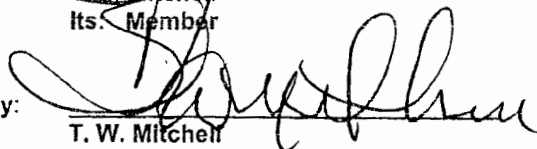
By:

  
Leonard A. Kaiser  
Its: Member

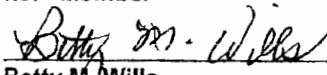
By:

  
T. E. Mitchell  
Its: Member

By:

  
T. W. Mitchell  
Its: Member

By:

  
Betty M. Wills  
Its: Member

By:

  
Richard B. Schwartz  
Its: Member

STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Leonard A. Kaiser**, whose name as **Member of Martyn Woods, 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 **Member** and with full authority, executed the same voluntarily for and as the act of said **Company**.

Given under my hand and seal this 17<sup>th</sup> day of August, 2006.

*Janet L. Cobb*  
Notary Public  
My Commission Expires:  
JANET L. COBB  
Notary Public  
State Of Alabama  
My Commission Expires 7/28/09

STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **T. E. Mitchell**, whose name as **Member of Martyn Woods, 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 **Member** and with full authority, executed the same voluntarily for and as the act of said **Company**.

Given under my hand and seal this 15<sup>th</sup> day of Aug., 2006.

*Marcia W. Pepperman*  
Notary Public  
My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Aug 23, 2006  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **T. W. Mitchell**, whose name as **Member of Martyn Woods, 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 **Member** and with full authority, executed the same voluntarily for and as the act of said **Company**.

Given under my hand and seal this 1<sup>ST</sup> day of Aug., 2006.

*Marcia W. Pepperman*  
Notary Public  
My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Aug 23, 2006  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Betty M. Willis**, whose name as **Member of Martyn Woods, 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, she, as such **Member** and with full authority, executed the same voluntarily for and as the act of said **Company**.

Given under my hand and seal this 1<sup>st</sup> day of Aug., 2006.

Marcia W. Pepperman  
Notary Public

My Commission Expires:  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Aug 23, 2006  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Richard B. Schwartz**, whose name as **Member of Martyn Woods, 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 **Member** and with full authority, executed the same voluntarily for and as the act of said **Company**.

Given under my hand and seal this 17<sup>th</sup> day of August, 2006.

Janet L. Cobb  
Notary Public  
My Commission Expires:

JANET L. COBB  
Notary Public  
State Of Alabama  
My Commission Expires 7/28/09

JOINDER BY MORTGAGEE

This Amended and Supplemental Declaration of Declaration of Covenants, Conditions and Restrictions for Martyn Woods at Bon Secour, a Subdivision is joined into by Whitney National Bank for the purpose of consenting to this Amended and Supplemental Declaration and for the purpose of consenting to the conveyance of the Common Area shown on the Phase Two Plat from the Declarant to the Association.

Whitney National Bank

By:

J. G. Cobbs

Its: VICE PRESIDENT

STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Mike Cosvigan whose name as Vice President of Whitney National Bank, a 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, he, 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 this 21<sup>st</sup> day of August, 2006.

Janet L. Cobb  
Notary Public

My Commission Expires:

JANET L. COBB  
Notary Public  
State Of Alabama  
My Commission Expires 7/28/09

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

F:\WDDOCS\HDOCS\1193\055088\deklar\00105687.WPD