

**MARTYN WOODS AT BON SECOUR
PROPERTY OWNER'S ASSOCIATION
P.O. BOX 543
GULF SHORES, AL 36547**

November 2019

Dear Owners of Martyn Woods,

The Martyn Woods Property Owners Association Board is producing this document to highlight some sections of the covenants and to supplement and further define/explain the Covenants. A complete set of legal documents, covenants and additional information may be found at Coastline Property Management web portal: <https://www.coastlineclients.com/MartynWoods> or the Martyn Woods Neighborhood website: <https://www.martynwoods.com/>

Covenant – Section 15.14 Interpretation by Association: The Association shall have the right to construe and interpret the provisions of this declaration and in absence of adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefitted or bound by the provisions of this declaration.

The Property Owners Association (POA) Board and the Architectural Review Committee are appointed by the Declarant and authorized to perform their duties and responsibilities as defined in the organization documents, by-laws and covenants.

The Architectural Review Committee (ARC) reviews and approves ALL structures erected and/or moved onto any lot. Please note that this approval includes portable storage buildings. Review and approval also apply to any structure on any lot that is altered in any way which materially changes the exterior appearance of the structure. See Covenant - Section 5.2 for information ARC requires when considering a request from a lot owner.

Covenant – Section 7.1 Site Development: After the plan for the structure is approved, the site of the structure must be staked out and such site approved by the ARC before tree cutting is done.

Covenant – Section 7.6 Landscaping: Landscape plan must be approved by the ARC. If owner does not complete landscape plan as approved, ARC has authority to hire third party contractor to complete approved landscape plan at the expense of the property owner.

Covenant – Section 7.7 Colors: Architectural Styles: All exterior building materials and colors must be approved by ARC.

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Covenant – Section 7.8 Exterior lighting: All exterior lighting plans require ARC approval. This includes solar lighting.

Covenant – Section 9.1 Lots Limited to Residential Use: All lots shall be used exclusively for single family residential purpose.

Covenant - Section 9.4 – Business Use: No trade or business may be conducted in or from any lot.

Covenant – Section 9.9 Parking: Parking is restricted to passenger vehicles and passenger vans and only within the parking areas designed and/or designated for that purpose. No Owner shall conduct repairs (except in an emergency) or restorations of any vehicle upon any portion of the subdivision, except in an enclosed area with the doors to that area closed at all times.

No commercial vehicles (*defined as anything larger than a normal passenger vehicle/van*), campers, mobile homes, motor homes, house trailers or trailers of any type, recreational vehicles, motorcycles, mopeds, boats or vans shall be permitted to be parked or to be stored at any place within the subdivision, except in spaces for some or all of the above specially designated by the Declarant or ARC. Vehicles parked in violation may be towed by the POA at the sole expense of the owner of the vehicle.

The Board will enforce this covenant as follows: All passenger vehicles and commercial vehicles no larger than a normal passenger vehicle shall be parked in garages or driveways. Mobile homes and house trailers are not allowed. Off road, non-licensed, vehicles such as dirt bikes and 4-wheelers that are not legal on public streets may not be ridden anywhere in Martyn Woods. Other vehicles such as motor homes, boats, utility trailers, motorcycles, golf carts, etc. shall be (1) parked in the garage, (2) screened from view, or (3) set far enough back on property so as not to be readily noticeable from the road or adjacent property - something which will unfortunately not be possible on all lots. Owners of boats and RV's will have a 5-day grace period after use to allow for unpacking, cleaning, etc. The Declarant or ARC shall have the final decision on acceptable parking locations in all cases.

Covenant – Section 9.12 – Preservation of Trees: No tree having a diameter of six (6) inches or more (measured from a point two (2) feet above ground level) shall be removed from any lot. (*without ARC approval*)

The Board will enforce this covenant as follows: The City also has and enforces a tree law. The Board wants to maintain the forest and woods nature of the neighborhood by keeping as many

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mature trees as possible during home construction process. Current homeowners should request approval from ARC to remove trees per covenants. A deciding factor for ARC in the approval

process will be the landscape plan showing how cut trees will be replaced. Clear cutting of lots is not allowed.

Covenant – Section 9.13 – Artificial vegetation, exterior sculpture and similar items.

No artificial vegetation shall be permitted on the exterior of any portion of any improvement in the subdivision. Exterior sculpture, fountains, flags and similar items must be approved by ARC.

Covenant – Section 9.15 – Signs: No sign, billboard, advertising or other advertising device of any nature shall be placed upon any lot.

Board interpretation: For Sale signs are acceptable; Contractor signs during construction are acceptable; routine servicing signs (ex. mosquito authority) are not acceptable

Covenant – Section 9.23 – Oil or Gas Tanks, Pools, Swimming Pool Equipment: All swimming pool equipment and housing must be placed in walled-in or screened areas or landscaped area so that they are not visible from any common area, road or adjoining property. All pool screening material shall be of a color in harmony with the lot. No raw aluminum color screen will be allowed.

Covenant – Section 9.35 – No Fences, Walls, Ornamental Structures, Gazebos or Hedge: All fences require ARC approval.

Board Interpretation: The Board's goal is to preserve the open and wooded feeling the large wooded lots gives the neighborhood. Tall privacy fences, especially on corner lots, are not compatible with this desired culture and ambiance. Some lot owners have privacy fences that were previously approved, however future requests for privacy fences and all fences will be considered based on the Board's and ARC's desire to maintain the neighborhood's open natural atmosphere.

Covenant – Section 9.37 – Mail or Newspaper Boxes: The design of all mailboxes and newspaper boxes must be approved by the ARC.

Covenant – Section 11.5 Effect of nonpayment of assessments; remedies of the association: The POA may bring an action at law or in equity against the owner personally obligated to pay the same, foreclose a lien against the property or seek

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injunctive relief, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each such owner, by his acceptance

of a deed to a lot, hereby expressly vests in the association the right and power to bring all actions against such owner personally for the collection of each charge as a debt and to foreclose the aforesaid lien by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the POA in a like manner as a mortgage lien on real property.

Covenant – Section 10.4 Rules and Regulations: The Board may make and enforce reasonable rules and regulations governing the use of the subdivision, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote and the right to use the Common Area. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances.

Board Interpretation: The Board will begin using the following fine system and amounts. The fine

System for covenant violations will start January 1, 2020.

The Board will communicate covenant violations to lot owners by:

- *POA Management Company will call or personally talk with the owner and explain the covenant violation.*
- *POA Management Company will confirm the conversation with the lot owner in a letter asking that the covenant violation be corrected in thirty (30) days or provide a plan detailing, including timelines, how the violation will be corrected.*
- *The property owner will be given 30 days or the timeline in the approved correction plan to correct the covenant violation from the date of the original letter.*
- *If the violation(s) is not corrected within thirty days or as detailed in the approved plan, the POA will levy a fine on the property owner for violating the covenants.*
- *POA Management Company will send a certified letter within forty-five (45) days of the original covenant violation notification letter explaining the fines and penalties that will be applied as of the sixtieth day from the covenant violation letter.*
- *POA legal counsel will begin the legal process of obtaining a judgment lien against the property for the total amount of the fines plus all additional related costs through the*

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- *Court system if the covenant violation is not corrected by the 150th day after the original letter. The legal action will result in a judgment lien against the property.*

The following fines will be applied to POA Covenant violations:

- *Fines will be charged on the following schedule:*
 - *\$150 – applied on 60th day after the original letter*
 - *\$200 – applied on 90th day after the original letter*
 - *\$250 – applied on the 120th day after the original letter*
 - *\$150 collection fee will be added to cover the POA's administrative cost when the legal process begins*
- *All POA legal, court and processing costs will be charged to the lot owner and added to the lien that is filed against the property.*

Property Owners Association Dues:

- *The POA assesses property owners' dues that are primarily used for covering the cost of maintaining the neighborhood, including the pier, plus paying the management company, security and other outside vendors. Property owners are welcome to pay the dues for the full year.*
- *The POA bills property owners quarterly; January 1st, April 1st, July 1st, and October 1st. The quarterly dues are owed on the first day of the month in the calendar quarter.*

Property Owner Dues Notification and Collection Process:

- *7 days – reminder emailed or mailed*
- *15 days – statement of account mailed or emailed*
- *31 days – 1st notice mailed*
- *61 days – 2nd notice mailed*
- *91 days – 3rd notice mailed certified, with intent to file lien after 10 days from our receipt of the signed certified card*
- *A \$25 administration late fee is added monthly on the 30th/31st day, along with monthly interest charge of 1.5% on unpaid amount. Fees and interest continue to be added monthly if the account is past due.*
- *All liens will be released when the dues, late charges, interest and fees are paid in full. The cost of releasing the lien will be added to the total cost of bringing the account current*