

Minutes of Board Meeting
Glenlakes Unit One POA
Directors and ARC
August 8, 2021

Attendees: Kevin Berland, Scott Wiginton, Ken Fletcher, Richard Prisbus, David Vosloh, Dan Thomas

Dear Members:

To welcome all the new people to our HOA, the board set up a welcome committee. Wayne Butler has agreed to be the chairman and we are looking for volunteers to help Wayne.

The items our welcoming committee will include during the visit to new owners. The common issues to discuss with new members are as follows, but this list is not a complete review of covenants or by-laws.

- Trash cans out of view from road
- No overnight parking on street
- Grass to be cut and edged
- ARC approval items
 - Fencing
 - Screen enclosures
 - Pool
 - Color changes
- No signs in yard
- Only flag approved for display is the American flag *Alabama*
- POA annual meeting is in March
- Garbage pickup is on Tuesday. Sometimes very early in morning
- Recycle pickup is on Wednesday. Sometimes very early in morning
- Go to City of Foley – Sanitation web site for procedure to set up garbage and recycle
- Annual dues (currently \$170) are due on July 1. There is a late fee of \$10 if not paid by August 1.
- Golf cart paths are for golf use only
- Golf carts used on streets have to be permitted by the city
- Pick up dog poop
- Dogs are to be on a leash
- Contact Terri Sterling if interested in helping with maintenance of our beautiful Carnoustie front sign. Email terristerling@yahoo.com
- POA will provide POA documents on request. Email Richard Prisbus (rsprisbu@centurylink.net) with request and he will reply with the documents attached.

There has been a change at city hall on the cost of streetlights in phases 3, 4, and 5. Currently, all streetlights in our HOA are being paid for by the city. The cost is roughly \$ 8.00/month per light for the electricity. This year, the city is saying the electricity for any new lights that are installed going forward will be the responsibility of the HOA after the contractor has completed 75% of the development. As a result, 30 new lights are being installed in phase 3 alone. As you can see,
 $\$8 \times 30 = \$ 240 \times 12 = \$ 2,880/ \text{year}.$

For all three phases, (90 lights) will cost:

$\$8 \times 90 = \$ 720 \times 12 = \$ 8,640/\text{year}.$

This is a new expense for our HOA. We will have a vote in March on ways to cover this new cost.

At the next annual meeting it was agreed that membership would vote to:

- 1) Provide properties cannot be leased for less than 6 months. (Weekly or monthly rent agreements will not be allowed under this new covenant amendment.)

Note: The city requires owners of properties leased for less than a year have a business license.

- 2) allow the notification requirements to owners be made by email instead of US Postal Service.

We will notify 22911 Carnoustie Drive that clean-up of the front yard must be done or we will notify the city to require the clean-up. If we are forced to get the city involved, we will place a lien on the property for the city's bill.

As you probably know, Our HOA was forced to retain a lawyer to defend our covenants against Breland Homes. This is a copy of the follow up letter I received yesterday.

Gentleman,

I'm writing with an update. On Wednesday afternoon, I filed the attached verified complaint which included a request for a temporary restraining order. Shortly after I filed the complaint, I received an email from Breland's general counsel in Huntsville. I've attached a printout of his email. They are holding to an interpretation of the agreement that the requirement for an exterior of primarily brick applies to all the houses they build in the aggregate rather than each individual house having an exterior primarily of brick.

I responded to the email from Breland stating that I disagreed with his interpretation and letting him know that the complaint was filed. Judge Bishop was assigned to our case. On Thursday morning I contacted Judge Bishop's office to let them know about the filing and request for him to review it. Breland's local counsel contacted Judge Bishop's office later that morning to request some time to file a response before noon. They filed a response. Later in the afternoon, Judge Bishop entered an order denying the temporary restraining order.

The temporary restraining order was a big ask from the judge. Even if the property sells, you still can enforce the agreement against Breland and, most likely, the purchaser. Also, the POA would have had to put up a bond for the restraining order and potentially be liable for damages if it is later determined that the restraining order was wrongful.

The case will continue without the restraining order. We have requested a similar remedy, a preliminary injunction, which requires a hearing before it's imposed. We also have several other causes of action including a request for a permanent injunction against breach of the agreement and a suit for damages arising from Breland's breach of the agreement.

You have asked if you should communicate directly with Breland. If there is a realistic chance that you could negotiate a compromise, I think you should. However, I recommend that you keep the conversation to the negotiation of the terms of a deal rather than a discussion of the facts that brought you to this point or the interpretation of the agreement, especially if the conversations are in writing.

Brenton

Brenton C. McWilliams

The Law Office of Brenton C. McWilliams
Post Office Box 1066
Orange Beach, Alabama 36561
251.215.9275
www.brentonmcwilliams.com

. Even if the property sells, you still can enforce the agreement against Breland and, most likely, the purchaser. Unfortunately, the purchaser of lot 42 will be responsible for putting brick on this house.

Also, we have identified two more houses that do not have footings for brick. We have already given this information to our lawyer.

A Final Note: We need volunteers. We need help for our Beautification Committee, our Welcoming Committee, and our Architectural Review Committee. Especially for our new members. This is a great way to meet your neighbors and take pride in our HOA. I believe we have the best run HOA in Glenlakes, and it is up to everybody to keep it strong and beautiful in order to keep our market value at the top of the curve.

Best Regards,

Kevin Berland
President
Glenlakes Unit One HOA