

Highlights of Attached Agreement between  
Breland Homes, LLC and Glenlakes Unit One POA, Inc.

The remainder of Glenlakes Unit One, designated as Phases 3, 4, and 5, will be developed by Breland Homes.

- Common areas maintained by builder until 75% sold, POA thereafter.
- Additional POA Board positions for each phase
- POA ARC will pre-approve building plans
- New house plans will not be repeated within three houses, including across street.
- Nice looking, front loading, two car garages with a side golf cart entrance
- Color coordinated gutters
- Attractive landscaping, sodded yards, with sprinkler system
- Covered back porch with screening and fencing options
- Upgraded cabinets
- Molding around doors, crown molding
- Upgraded kitchens with stainless steel appliances
- Natural Gas, and natural gas appliances, heater, BBQ grill available as options
- Upgraded Master Bath with ceramic tile, granite, or cultured marble shower
- Roofs will be 8:12 pitch, variance granted for 24 inch centers and OSB sheathing
- Builder and POA will develop one page form for sign off to Foley Building Department
- Builder will require contractors/subcontractors to use County Road 12 entrance

BALDWIN COUNTY, ALABAMA  
TIM RUSSELL PROBATE JUDGE  
Filed/cert. 11/13/2018 9:08 AM  
TOTAL \$ 22.00  
4 Pages

1729399



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*Handwritten initials "JW" inside a circle*  
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Agreement between Breland Homes, LLC, and the Architectural Review  
Committee of Glenlakes Planned Unit One POA, Inc.

On November 9, 2018, representatives of Breland Homes, LLC (Builder), and the Architectural Review Board of Glenlakes Planned Unit One Property Owners Association (ARC) met to negotiate and agree on building standards for 235 small lot homes (65' wide or wider) which Builder wishes to build on approximately 95 acres of land. The land essentially is the remaining portion of buildable land in the Glenlakes Subdivision, and connects to Carnoustie Drive and Lakeview Drive.

Representatives of the Builder were Todd McCrary (Primary) and Kevin Kirchharr. Representatives of the ARC were David Vosloh (Primary) and Ann Hale, Don Roberts, and Joe Landrum (all secondary). Both primary parties were designated as having authority to represent their respective interests. Todd McCrary also announced that he had the authority to represent the developer, WCMC Glenlakes, LLC.

It was agreed that the property under consideration will become Phases 3, 4 and 5 of Glenlakes Planned Unit One. A drawing was marked up to show where the phases would begin and end. This drawing will be presented to the Foley Planning Commission next Wednesday night clearly showing the delineation of each phase. The agreed building standards agreed to below are binding on the POA, the Builder, and any future owner or builder in/on any part of phases 3, 4, or 5. The building standards listed below contain exceptions to the standards still in effect for phases 1 and 2 of Glenlakes Unit One.

As homes are sold, the POA will begin collecting annual dues, currently \$100 per year, prorated for the fiscal year beginning July 1<sup>st</sup>. Common areas completed in each phase will remain under ownership and maintenance responsibility of the Builder until 75% or more of the total development of 235 lots is completed and homes sold. Common areas turned over to the POA by the Builder will be free and clear of any mortgage or other legal encumbrance. Builder is responsible for lawn and area maintenance of the common areas and undeveloped property until turned over to the POA. Builder pledges to maintain the landscaped and common areas in a presentable manner in order to keep up to the standards for adjacent areas already developed or adjacent to the golf course areas.

If Builder wishes to establish a community with lawn maintenance services provided through the POA, as is done in the other three small lot developments within Glenlakes, the POA and Builder will meet separately at a later date to work out the details of this arrangement.

Property owners in Phases 3, 4 and 5 will each be governed by the By-Laws, Covenants, Architectural Requirements, and Rules of Glenlakes Unit One, POA. As each phase of the new area is completed, the POA will work to establish a new board member position on the POA board. That position will be geographically restricted to an owner residing in each completed phase.

ARC will work with Builder to pre-approve home plans and facades in advance of each phase. Builder will have flexibility in modifying home plans from phase to phase. Builder may select from the pre-approved plans to begin construction without further approval from the ARC, phase by phase, provided that one floor plan will not be repeated any closer than every third lot nor across the street form a similar plan. Builder will work diligently to avoid houses from having repetitive exterior finishes, with no closer than three houses side-by-side or across the street. This color coordination applies to roof shingles, vinyl fascia trim, brick and mortar combinations, and paint on exterior surfaces. The intent here is to project a community of houses with different looks and facades. Exterior surfaces will be primarily brick, with hardi-plank or stucco feature surfaces. Construction contractors and subcontractors will be required by Breland Homes to use the County Road 12 entrance.

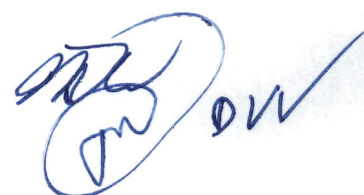
Each lot will have a side set back of at least 7 ½'. Builder plans to offer homes that are between 34' and 42' wide. Because of the narrow width of the lots with 7 ½' setbacks on each side, the POA agrees to allow for front entry garage doors. Each garage will have space for two vehicles to enter from the front, plus space for a golf cart with separate side-entry door. The door for the golf cart will be a double out-swing door unless upgraded by the buyer to an electric garage door. The two lots facing onto Carnoustie Drive will have side-loaded garages, not front facing garages. All garage doors will be architectural designed to enhance the appearance of the front of the house.

Builder will include color coordinated gutters with downspouts to catch the drip edge of all roof run-off areas. The front and both sides of each house will be landscaped with bushes. The entire yard area not filled with bushes and trees will be solid sodded. The entire area of sod and landscaped items will be sprinkled by an underground system with automatic timer controls. House water will be used for lawn sprinkling. Wells with underground water tainted with iron are prohibited.

Each house will have a covered back porch area. Builder will offer an option to buyers to screen the porch. Fenced back yards may be provided by Builder or owner, subject to the fencing restrictions of the POA.

Builder will strive to provide interior finishes and amenities to match the quality of existing homes in the POA area. These include cabinets with solid maple or oak cabinet fronts; molding and casement around doors and accent areas; 1x6" base molding; some crown molding; granite counter tops in the kitchen and all bathrooms; and upgraded floor surfaces. Kitchens will be outfitted with an upgraded package of stainless steel appliances. Gas service will be offered as an upgrade for stove/oven, water heater, BBQ grill outside, and heater portion of the air conditioner system. Fire places with gas service will be offered as an upgrade to buyers.

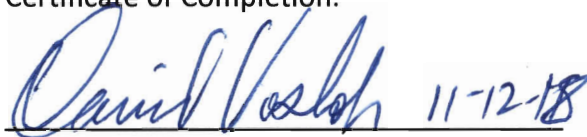
Bathroom tubs and showers will be upgraded: a fiberglass tub/shower will be permitted in the secondary bathroom. Tub units in the master bathroom may be fiberglass but will be upgraded in colors and design. The shower in the master bathroom will have ceramic tile walls or solid surfaces such as granite or cultured marble.



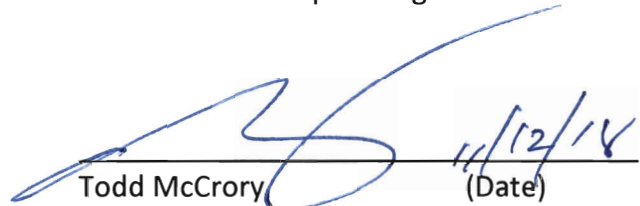
The roof system will be built to at least a bronze fortification standard. The roof pitch shall be 8:12. A variance is granted to Builder to use engineered trusses on 24" centers with OSB sheathing. The ARC members are very concerned about sagging of roof lines between the trusses on 24" centers; Builder has assured the ARC that this will not be a problem. Builder will provide each new owner with a 10 year warranty specifically covering roof issues. Builder will strive to keep all plumbing vents, dryer vents, gas water heater vents, stove exhaust vents, and gas fireplace chimneys off of all front sections of roofs.

Common areas will either be left in their natural state or landscaped and sodded. The final design to be submitted to the Foley Planning Commission will provide a 90' buffer area between lots backing up to most of the existing houses on Carnoustie Drive. There may be some small change to this concept based on the final re-engineering of the surface water run-off and retention requirements required by the City of Foley Engineering Department.

Builder and ARC agree to develop a one-page form for use by the ARC to sign-off on completion of each house, indicating that the completed house meets all of the restrictions and requirements of the ARC and building standards of the POA. The ARC agrees to expedite the review process and sign-off procedure for each new house in order to facilitate closing quicker. The Builder and ARC agree to work with the Foley Building Department to ensure that the ARC's sign-off document is presented in a timely manner so as not to hold up closing or issuance of a Certificate of Completion.

 11-12-18

David Vosloh (Date)  
For the ARC

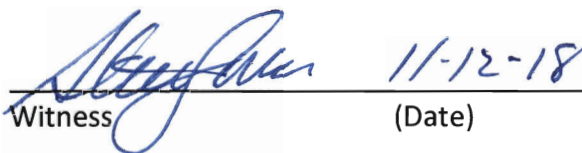
 11/12/18

Todd McCrory (Date)  
For Breland Homes, LLC

This agreement was approved by the POA Board of Directors on Monday, November 12<sup>th</sup> at a specially called meeting of the Glenlakes Planned Unit One Board of Directors.

 11-12-18

Mike Willis, President (Date)

 11-12-18

Witness (Date)

Witness (Date)

 11/12/18

Witness (Date)

Witness (Date)