

**LAKE VIEW ESTATES PROPERTY
OWNERS ASSOCIATION, INC.
May 4, 2026**

COVENANTS
AS AMENDED

BYLAWS
AS AMENDED

ARTICLES OF INCORPORATION

COVENANTS

**DECLARATION OF COVENANTS
CONDITIONS AND PROTECTIVE RESTRICTIONS
FOR
LAKE VIEW ESTATES SUBDIVISION**

ARTICLE ONE DEFINITIONS

- 1.01 "Association" shall mean and refer to Lake View Estates Property Owners Association, Inc., its successors and assigns.
- 1.02 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot that is part of the Subdivision, excluding those having such interest merely as security for the performance of an obligation.
- 1.03 "Subdivision" shall mean and refer to the land consisting of Lots 1-A through 62-A and Lots 1-B through 254-B as shown on the Original Plat and Lots 255-B through 289-B and Lots 1-C through 18-C as shown on those certain plats recorded at Slides 1164-B and 1210-B and 1258-A and the land described as Lake View Gardens on Baldwin County deed recorded as Instrument 1621496 in the records of the Office of the Judge of Probate of Baldwin County, Alabama, together with such additional land, if any, as may hereafter be brought within the scope of this Declaration.
- 1.04 "Common Area" shall mean all property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. No property shall be a Common Area until the property is conveyed to the Association.
- 1.05 "A-Lot" shall mean and refer to any and each lot included with Lots 1-A through 62-A as shown on the Original Plat.
- 1.06 "B-Lot" shall mean and refer to any and each lot included with Lots 1-B through 254-B as shown on the Original Plat or included within Lots 255-B through 289-B as shown on those certain plats recorded at Slides 1164-B and 1120-B in the records of the Office of the Judge of Probate of Baldwin County.

- 1.07 "C-Lot" shall mean and refer to any and each lot included within Lots 1-C through 18-C as shown on that certain plat recorded at Slide 1258-A in the records of the Office of the Judge of Probate of Baldwin County, Alabama.
- 1.08 "Improvement" shall mean and include all buildings, roof structure, parking areas, loading areas, trackage, fences, walls, hedges, mass plantings, poles, driveways, grading and site preparation work, concrete or asphalt pads, ponds, lakes, swimming pools, tennis courts, signs, utility connections, exterior illumination, changed in any exterior color or shape, and any new exterior construction or exterior improvement that may not be included in any of the foregoing. Improvement includes original improvements and later changes and improvements including changes in exterior color.

ARTICLE TWO

ARCHITECTURAL REVIEW COMMITTEE

The provisions of this Article Two shall apply only to all lots.

- 2.01 **Establishment and Composition.** There is hereby established an Architectural Review Committee (ARC). The ARC shall consist of seven (7) members in good standing of the Lake View Estates Property Owners Association, Inc. They will be appointed by the Board of Directors of the Association and serve without salary or pay. The Board of Directors will have one of its members designated to serve as a member of the ARC.
- 2.02 **Function of the ARC.** No improvement (as defined herein) shall be commenced, erected, placed, maintained, or permitted to remain on any portion of any lot until plans and specifications in such form and detail as the ARC may deem necessary shall be submitted and approved in writing by the ARC. This function does not include the original construction on Lake View Gardens lots. The ARC shall have the power to employ professional consultants to assist in discharging its duties and shall have the right to charge any applicant a reasonable fee to defray the cost of reviewing such plans and specifications. The decision of the ARC shall be final, conclusive and binding upon the applicant.

- 2.03 **Voting.** A vote or written consent of a majority of the members present (at least four) shall constitute the act of the ARC.
- 2.04 **Term of Office.** The term of each ARC member shall be for a period of six (6) years and thereafter until the appointment of a successor. Any new member appointed to replace a member who has resigned or been removed shall serve such member's unexpired term. Members who have resigned or whose terms have expired may be reappointed.
- 2.05 **Appointment and Removal Vacancies.** The Board shall have the sole power to appoint and remove members of the ARC. A member may resign at any time from the ARC by giving the Board written notice.
- 2.06 **Duties.** It shall be the duty of the ARC to receive, consider and act upon all proposals, plans, specifications, complaints, request for determinations, or other matters submitted pursuant to the term of this Declaration, and to carry out all other duties imposed on it by this Declaration. The ARC, may, but need not, hire specialized consultants and incur reasonable expenses to aid it in reviewing plans and their incidents.
- 2.07 **Meetings.** The ARC shall meet from time to time as necessary to perform its duties. The vote or written consent of the majority of the members shall constitute the act of the ARC. The ARC shall keep and maintain written records of actions taken by it at such meetings.
- 2.08 **Action without Formal Meeting.** The ARC may take action without a formal meeting by members consenting in writing on any matter which they would consider at a formal meeting.
- 2.09 **Procedure for Submission and Approval by the ARC.** Submission to and approval by the ARC for proposed Improvements shall be in accordance with the Rules promulgated by the ARC, as authorized by Section 2.11 hereof. If the ARC fails to approve or disapprove any material submitted to it hereunder within thirty (30) days after the date shown on the submittal receipt or to give notice of its actions as above required, the ARC's approval shall not be necessary, provided, however, that the failure to

approve or disapprove within such thirty (30) days shall not relieve submitting Owner from the obligation to conform the Improvement to the provisions contained in the other Articles of this Declaration.

- 2.10 **Waiver and Estoppel.** The approval of the ARC of any plan, specifications or drawings or any materials accompanying same for matters requiring approval of the ARC shall not be deemed a waiver of, or create any right of estoppel against, the Arc's right to withhold approval of any similar plan, drawing, specification or materials subsequently submitted for approval.

2.11 **ARC Rules.**

- (A) The ARC shall have the authority to adopt, amend, add to, replace and rescind, from time to time, procedural or substantive rules to make more definite and certain, and to implement the purpose of and intent of the provisions of this Declaration. Any conflict between such rule and any provision of this Declaration shall be resolved in favor of the provisions of this Declaration. A copy of such rules, as in effect from time, shall be provided to any Owner requesting the same in writing.
- (B) Approval of plans and specifications shall be based on, among other things, adequacy of site dimensions, conformity and harmony of external design and of location with neighboring structures and sites, relation of finish grades and elevation to neighboring sites, conformity to both the specific and general intent of the Declaration and whether they reflect attractive, well-designed, properly proportioned houses of suitable materials, situated on lots landscaped to preserve, protect, and enhance the ecological and aesthetic environments. If plans and specifications are not sufficiently complete or are otherwise inadequate, the ARC may reject them totally or may approve or disapprove part, conditionally or unconditionally, and reject the balance.

- 2.12 **Content of Plans and Specifications.** Two sets of plans and specifications prepared by a licensed architect or qualified planner approved by the ARC shall be submitted and

approved prior to commencement of construction. Plans and specifications to be submitted and approved shall include, as a minimum, the following:

- (a) A site plan showing five-foot contour grades and showing the location for all proposed Improvements, structures, walks, patios, driveways, fences and walls or a lot grading plan. Existing and finished grades shall be shown at Lot corners and at corners of proposed Improvements. Lot drainage provisions shall be indicated as well as cut and fill details if any appreciable change in the Lot contour is contemplated;
- (b) Exterior elevations, exterior materials, colors, textures and shapes;
- (c) Landscaping plans, including walkways, fences and walls, elevation changes, watering systems; and
- (d) Driveway size.

A copy of such plans may be kept by the ARC until construction is completed.

2.13 **Decisions Conclusive.** All decisions of the ARC shall be final and conclusive, and no Owner or any other person, association or entity shall have any recourse against the ARC, or any member thereof, for its or such member's approval or refusal to approve all or any portion of any submitted materials or for any other decision rendered under the authority of this Declaration.

2.14 **Liability.** Neither the ARC nor any member thereof shall be liable to any Owner or any other person, association or entity, for any damage, loss or prejudice suffered or claimed on account of: (i) the approval or disapproval of any submitted materials, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to approved materials; (iii) the development of the Lot; (iv) the structural capacity or safety features of any proposed Improvements; (v) whether or not the location of the proposed Improvements on the building site is free from possible hazards from flooding or from any other possible hazards whether caused by conditions occurring either upon or off the Property; (vi) soil erosion causing sliding conditions; (vii) any decision made or action taken or omitted to be taken under the authority of this Declaration; or (viii) the execution and filing of any estoppel certificate, whether or not the

facts therein are correct; provided, however, that with respect to the liability of a member, such member has acted in good faith on the basis of such information as may be possessed by such member. Without in any way limiting the generality of any of the foregoing provisions of this Section, the ARC, or any member thereof, may, but is not required to, consult with or determine the view of any other Owner with respect to any materials submitted to the ARC.

2.15 Modifications and Waivers. Upon such terms and conditions, upon the payment of such fees or expenses, and for such procedures as it may prescribe, the ARC may, but is not required to adopt, review and approve or disapprove, in whole or in part, with or without conditions, applications for the modification or waiver of any requirement of Article Two or Article Three of this Declaration, or of the ARC rules applicable to any Improvement or use of, in, on or abutting any Lot. Such applications shall contain such information as the ARC may prescribe and shall affirmatively show that the application of such requirements, under the circumstances, creates unnecessary and undue hardships, and that its modification or waiver will not be detrimental (aesthetically, economically or otherwise) to the Owner of any other Lot. The ARC may decide the matter upon the application and any materials or written statements accompanying it, or may allow oral presentation in support of, or in opposition to the application prior to the decision, at its discretion. The ARC shall render a decision in writing, which decision need not contain any reasons, finding, or conclusions for the decision and shall forward one (1) copy to the applicant, and retain one (1) copy in its records.

2.16 Government Agency Approval. Nothing in the Declaration shall relieve, or be interpreted as purporting to relieve, any Owner from also securing such approvals, certificates, or permits of any governmental agent or entity with jurisdiction as may be required by law as a condition to the commencement, construction, maintenance, addition, change or alteration to or of any Improvements, and the ARC may require that a copy of such approvals, certificates, or permits be provided to the ARC as a final condition to any approval, or as additional insurance as to the ARC that the proposed Improvements and uses meet governmental requirements, or for both such purposes.

ARTICLE THREE
PROTECTIVE RESTRICTIONS

The provision of this Article Three shall apply to all lots except where the original construction within Lake View Gardens is excluded.

3.0 **ARC Jurisdiction.** The Architectural Review Committee has been delegated authority from the Board of Directors to ensure that minimum facility standards are adhered to within the confines of Lake View Estates POA. The ARC must approve:

1. Plans for all new construction;
2. Plans for remodeling of the exterior of homes;
3. Plans for additions to houses, including rooms, porches, pools, patios, driveways and fences;
4. Changes to roofs;
5. Installation of mailboxes and satellite dishes;
6. Changes in exterior colors;
7. New landscaping designs which significantly alter the exterior appearance of the home.

3.01 **Land Use and Building Type.** All lots shall be known and described as single family residential lots and no such lot shall be used except for residential purposes. No building may be erected on any lot prior to the erection of a dwelling. No trailer home, mobile home, or travel trailer will be permitted as a residence in this Subdivision, and no pre-manufactured or modular home shall be permitted as a residence unless the ARC find that because of the unique quality and style of said pre-manufactured or modular home, the same shall not be inconsistent with the Subdivision and shall otherwise be appropriate therefore. The ARC's determination that an item is a pre-manufactured home, modular home, trailer home, mobile home, or travel trailer shall be conclusive.

No building or structure shall be erected, altered, placed or permitted to remain on any lot other than a single-family dwelling with at least a two-car attached garage. Homes must not exceed two stories (attics and basements not counted) and detached garages may connect to the house by an enclosed breezeway made of material compatible with the house.

Each Improvement must be completed within six (6) months of when construction commences. Delay beyond this must be approved by the ARC or penalties of fifty dollars (\$50) per day may be imposed on the Owner by the ARC. The contractor and/or the Owner must sign a statement indicating he or she accepts and understands the conditions of completion. Extensions may be granted by the ARC for good and sufficient reasons. These provisions do not apply to the original construction of new homes in Lake View Gardens.

- 3.02 **Dwelling Quality and Size.** Neither any A-Lot, B-Lot or C-Lot shall contain any improvement that have less than a certain square footage of heated and cooled living area. This square footage minimum for the different categories of Lots are as follows:

	"A" Lots	"B" Lots	"C" Lots
1 story	1800	*1600	1400
1 1/2 story	2200	1800	1600
2 story	2600	2100	1800

*1400 for "B" Lot purchases closed prior to March 22, 1988

Roofs shall not be less than 7/12" pitch on the main house structure.

- 3.03 **Building Location.** No building located on A-Lots, B-Lots or C-Lots shall be located nearer than 35 feet from the front road lot line or any nearer than 10 feet to any side line. No building shall be located on any B-Lot or C-Lot nearer than 35 feet from the rear lot line, or in the case of an A-Lot, no building shall be located nearer the water than 100 feet.

For purposes of this covenant, eaves and steps shall not be considered (but porches and screened in enclosures shall be) as part of the building; provided, however, that this shall not be construed to permit any portion of steps or eaves to encroach upon another lot.

Except as provided, no garage on any lot shall have an opening facing the street on which the house fronts, except with the prior approval of the ARC, which ARC approval may be conditioned upon certain requirements set by the ARC, including, without limitation, the requirement of a garage door consistent with the décor of the dwelling. However, B-Lots may, without ARC approval have a garage that opens onto County Road 12, so long as such garage otherwise complies with the provisions of this Declaration. These provisions do not apply to the original construction of new homes in Lake View Gardens.

3.04 **Landscaping.** All lots, except those in Lake View Gardens, must be landscaped in accordance with the design approved by the ARC as part of the new construction review. All planting must be completed with ninety (90) days of completion of the dwelling, unless extended in writing by the ARC. All sides (front, sides, and rear) visible from the street or golf course must have suitable planting around the house. Front and side yards must be sodded and lots abutting the golf course must be completely sodded. Neither replacement of original landscaping nor ordinary seasonal planting shall be subject to approval of the ARC. It is the owner's responsibility to grade and maintain the lot to drain water away from the house and prevent water run-off encroaching on his neighbor's property.

3.05 **Maintenance.** The owner and lessee of any lot shall have the duty of and responsibility for keeping the premises, improvements and appurtenances and landscaping in a well-maintained, safe, clean and attractive condition at all times. If, in the opinion of the Association, any such Owner or lessee is failing in this duty and responsibility, the Association may give notice of such fact and such

Owner or lessee shall within ten (10) days of such notice, undertake the care and maintenance required to restore said Owner's or Lessee's Lot to a safe, clean and attractive condition. Should any such Owner or lessee fail to fulfill this duty and responsibility after such notice, the Association shall have the right and power to perform such care and maintenance, and the Owner or lessee shall be liable for the cost thereof. If such Owner or lessee shall fail to reimburse the Association after written demand upon such Owner for payment, the amount of such charge shall constitute a lien upon the Lot and shall be enforceable and collectible in the same manner as assessments are to be collected as later set forth in the Declaration.

The Board is authorized to maintain all vacant A-Lots, B-Lots and C-Lots and assess the lot owners in advance. Owners wishing to continue maintaining their lots can apply for a waiver. The Board will grant all requests for a waiver, but will have the authority to revoke the waiver if, in the opinion of the Board, the lot is not being properly maintained.

3.06 **Garbage Refuse Disposal and Other Protective Miscellaneous Restrictions.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers which must be in a screened (which means a decorative screen as opposed to window screen materials) area so that the container will not be visible from the road or from neighboring property. All equipment used for the storage or disposal of such material shall be kept in a clean and sanitary condition. All containers will be of the pest proof variety so that the contents will not be spread around the area by animals or natural causes. Containers will only be displayed on the right-of-way on the assigned day for trash pickup.

No trade or business activity or noxious or dangerous activity of any kind whatsoever shall be carried upon any lot or on the Common Area; nothing shall be done thereon which may be or becomes an annoyance, nuisance, health hazard or safety hazard to the neighborhood, and

without limiting the foregoing, no garage sales or the like shall be allowed on any Lot or on the Common Are, and no hunting or firearms or explosives shall be used thereon.

Garage sales shall be allowed to be carried on upon any lot exclusively on a Saturday in the Spring and in the Fall on dates and hours as determined and announced by the Board of Directors. From time to time, the Board of Directors may issue, by majority vote, certain rules and regulations governing the operation of the garage sales.

No work shall be done on any lot which in the reasonable opinion of the ARC would jeopardize the soundness and safety of the Subdivision, reduce the value thereof, or impair any easement thereto.

No clotheslines or drying yards shall be permitted on any lot unless confined to the rear yards and concealed by hedges, lattice work or screening acceptable to the ARC.

No statues or other forms of art shall be visible from any street and erected on any lot unless the ARC first gives its approval in writing.

No athletic equipment, including without limitation, basketball goals, shall be erected or situated on any lot so that the same is visible from any street.

Without the prior written approval of the ARC, no television antenna, radio receiver, satellite dish or other device for receiving or transmitting radio, television, or other signals shall be attached to or installed on any lot unless the same is entirely within the interior of a building or other structure. No radio signals, television signals or other forms of electromagnetic radiation shall originate from any lot and unreasonably interfere with the reception of any television or radio signal on any other Lot. Small satellite dishes shall be located as inconspicuously as possible from the street and will be approved by the ARC.

3.07 **Exterior Materials.** Florida Rooms or other additions to existing improvements shall be constructed of materials that are consistent with the existing structure. The roof of any such addition shall conform to and match existing roofing materials as near as possible. No foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades or other purposes on any Lot in the Subdivision; nor shall any window-mounted heating or air-conditioning units be permitted. The ARC may approve heating and air-condition units for

sunrooms or Florida rooms attached to the rear of the house provided the top of the unit is no more than 24 inches from the floor of the room and must be shielded by shrubbery, hedges or appropriate fencing material. The exterior of any improvement in the Subdivision shall not consist of any metal or vinyl siding without the approval of the ARC & in no event shall it consist of cinder block. The ARC may approve non-reflective metal, color bond roofs.

3.08 **Temporary Structures.** No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot shall at any time be used as a residence, temporarily or permanently, and no structure of a temporary character may be used as a residence.

3.09 **Signs.** No sign or signboard of any kind shall be displayed to the public view on any lot.

The following exceptions apply:

Professionally lettered For Sale or For Rent signs of reasonable size may be placed one each at the front and rear of any lot by the owner or the real estate company that is under contract with the owner.

Professionally lettered signs advertising the lot or house is For Sale or Under Construction may be placed one each at the front and rear of the lot. The builder may keep the signs erected while a residential building or modification to the property or building is under construction or while the property is available for sale.

One security company sign is acceptable and consistent with home security.

One political sign may be displayed thirty (30) days before Election Day. Signs must be removed within seven (7) days after Election Day.

3.10 **Livestock, Poultry and Pets.** No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept on any lot, provided that a reasonable number of generally recognized house pets, and in no event more than two dogs and cats, may be kept on the Lot, subject to rules and regulations as may be determined by the ARC and provided further that such domestic pets are not raised or kept for any commercial purpose and provided further that they do not become an annoyance or nuisance to the neighborhood. At all times, pets shall be kept under leash when walked or exercised in any part of the Subdivision, and no pet shall be permitted to leave its excrement on any portion of the Subdivision.

3.11 **Sight Distances at Intersections.** In addition to the limitations below on fences, no fence, wall, hedge, or shrub planting on any lot which obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property line and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot line within 10 feet from the intersection of the street property line with the edge of the driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. The foregoing sight distance provisions shall not in any way relieve any lot from more stringent provisions imposed by any governmental agency having jurisdiction.

3.12 **Fences.** No man-made fence shall be erected on any lot without the prior written approval of the ARC. Black aluminum simulated wrought-iron or wrought-iron fences of 36 inches to 48 inches will be allowed with approval of the ARC for Lots A, Lots B or Lots C. All metal fences must be primed and painted and have a minimum of two horizontal rails. Decorative, treated wood or vinyl fences will be allowed on B-Lots that back up to the Sod Farm with prior approval by the ARC. No fence of any description whether man-made or growing, shall be nearer the front line than the residential structure for that lot. Normally, vinyl or masonry fences will be approved which are from 42 to 72 inches in height for screens around pools, patios and outdoor utility equipment. No chain link fences are allowed.

3.13 **Driveways.** All A-Lots, B-Lots or C-Lot residences must have a drive constructed either of concrete, asphalt or such other materials as to which the ARC gives its prior written approval, and such driveway must be completed at such time as the residence is completed or occupied, whichever shall occur first. In no event shall dirt, gravel, shell, pine needles or like material be acceptable for the surface of any driveway.

3.14 **Pools.** All swimming pools located on the golf course, B-Lots and C-Lots must be in a screened-in structure attached to the house and meet all of the setback requirements unless granted a special waiver by the ARC. Pools on other lots and those where the screened-in

enclosure has been waived by the ARC must be surrounded by a fence that meets the requirements imposed by the City of Foley as if located in the city limits.

3.15 **Mail Boxes and Newspaper Boxes.** Only mail boxes and newspaper boxes that have been approved by the ARC will be allowed. Mail boxes and stands must be black in color and the street numbers must be legible on the mail box.

3.16 **Excavation and Mining.** No soil, rock, gravel or clay shall be excavated or removed from any property for commercial purposes. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon the surface of any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, or within 500 feet beneath, the surface of any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

3.17 **Vehicle Usage and Storage.**

(a) **Storage of Vehicles: Commercial, Recreational, Motorcycles or Other Vehicles.**

Neither commercial nor agricultural type vehicles, no vans or pick-up trucks larger than one (1) ton, nor recreational vehicles such as motor homes, travel trailers, campers, boats or other trailered vehicles shall be stored outside the garage on any lot. Vehicles making deliveries to homes within the Subdivision are to be considered stored. Boats or recreational vehicles may be parked temporarily on the driveway of a house for up to seven-two (72) hours before or after usage elsewhere, for packing and clean up purposes. Recreational vehicles may be parked temporarily on a driveway of a house for up to five (5) days by visitors with permission from the Association. These provisions are not intended to be used to provide virtually permanent storage by frequent outing.

(b) Motorcycles, all-terrain vehicles and other petroleum powered “sports” vehicles shall be parked inside garages at all times. Usage within the Subdivision shall be in conformance to all local and state laws and regulations and limited only to streets.

(c) Battery powered golf carts shall be parked within the garage of a house.

(d) Parking is only permitted on paved surfaces.

(e) Overnight street parking will not be permitted

3.18 **Damage or Destruction to Lots or Structures.** In the event of damage or destruction by fire or other casualty to any Lot or Structure, the Owner is responsible for repair and replacement. The ARC shall be informed of the owner's intentions within thirty (30) days of the incident. If the owner elects not to repair or rebuild, the owner shall promptly clear away the ruins and debris of the damaged improvements or vegetation and leave such Lot or Structure in a clean, orderly, safe and attractive condition. If the owner elects to rebuild the structure, the ARC's approval of plans is required as for any other construction or remodeling project.

3.19 **Use of Property.** No previously approved structure shall be used for any purpose other than that for which it was originally designed, i.e. a single family residence.

3.20 **Tenants.** Any owner leasing or renting a residence shall provide to the Association Secretary a written statement, which shall provide: the name of the Owner and Tenant; description of property leased; the duration of the lease. The Owner shall further confirm that his tenant is provided with a copy of the Association documents, including this Declaration, the Articles of Incorporation, the Covenants and the By-Laws of the Association. **All leases and/or rental agreements shall be for a term of not less than 6 months.**

ARTICLE FOUR

UTILITIES

The provisions of this Article Four shall apply to all lots.

4.01 **Utilities to Include Central Sewer.** All residences on any lot must be served by underground utilities including, but not limited to, sewer, water, electricity and telephone. No individual water supply system (for human consumption) or individual septic system shall be permitted on any lot.

4.02 **Utility Easement.** A ten (10) foot utility and drainage easement is reserved by Declarant on the perimeter of all lots.

ARTICLE FIVE

GOLF COURSE AND CLUB

The provisions of this Article Five shall apply only to all lots.

- 5.01 **Provisions Related to Golf Course and Club Membership.** Owners of any lot adjacent to golf course fairways and greens, and any guests and pets shall be obligated to refrain from any actions that would distract the playing qualities of the golf course within the Subdivision. Such prohibited activities include, without limitation, maintenance of dogs or other pets under conditions that interfere with golf course play due to their barking or other actions, running or walking on the fairways, picking up balls, or like interference with play.

ARTICLE SIX

LAKES

- 6.01 **Provisions with Respect to Lakes in the Subdivision.** The plans for the Subdivision and GlenLakes Golf Course call for one or more lakes, as shown on the plat of the Subdivision. No lake, whether natural or man-made, shall be used, for any commercial purpose. No lake shall be used for irrigation of any Lots. No swimming or recreational activities whatsoever shall be allowed in any of the lakes located on the golf course.

The spring lake, Lake Muriel, may be used for reasonable and safe recreational activities; provided, however, no motorized (except electrical trolling motors) watercraft or other vehicle of any sort shall be allowed on the lake. No person other than owners of one or more lots, or their reasonable number of invited guests, may use Lake Muriel. All use of Lake Muriel shall be at the risk of the user and subject to any applicable laws, rules and regulations, and ordinances of any governmental agency having jurisdiction.

ARTICLE SEVEN

COMMON AREA AND PROPERTY RIGHTS

- 7.01 **Common Area.** The Common Area shall include any and all drainage easements, the three entrance ways and surrounding areas, at Fairway Drive and County Road 20, Fairway Drive and County Road 12, Eagle Lane and County Road 12, a parcel of land just south of County Road 20 and west of Fairway Drive, and Lake Muriel itself (excluding the Dam), **the lot containing Pavilion Park on Lake Muriel and the common areas within Lakeview Gardens.** The facilities of the GlenLakes Golf Course are not Common Area.
- 7.02 **Owner's Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:
- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
 - (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against its Lot, as the case may be, remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
 - (c) The right of the Association to allow through contract and/or easement the owners (or the owners association consisting of such owners) of units located within Lots M-1, M-2 or M-3 as shown on the original Plat or within other multi-family properties the right to use such Common Areas so long as such owners (or their associations) are charged fees payable to the Association in amounts comparable to the assessments paid by owners; and
 - (d) The right of the association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions that may be agreed to by the members. No such dedication or

transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of the members has been recorded.

- 7.03 **Delegation of Use.** Any Owner may delegate in accordance with the Bylaws his right of enjoyment to the Common Area and facilities to the members of his family or tenants who reside on his property.

ARTICLE EIGHT

ASSOCIATION AND AMENDMENTS

- 8.01 **Property Owners Association.** The Lake View Estates Property Owners Association, Inc., an Alabama non-profit Corporation, shall have duties and responsibilities typically associated with owners associations, to include, without limitation, the obligation for general maintenance and upkeep of the Common Areas and shall be responsible for any and all signs except those that are related to GlenLakes Golf Course or the City of Foley; responsible for drainage ditches; and may provide other services for the Subdivision. Each owner should obtain and review a copy of the Articles of Incorporation for the Association and a copy of the Bylaws.

The Association shall not have any obligation of maintenance or jurisdiction over the GlenLakes Golf Course or any property located within the golf course. The Association shall exist separate and apart from the GlenLakes Golf Course. However, upon the affirmative vote of two-thirds (2/3) of the members of the Association may accept an offer, if one is made, by the owners of the golf course and facilities to take over the course and/or other facilities.

- 8.02 Every Owner of a lot shall be a member of the Association and membership shall be appurtenant to and may not be separated from ownership of any such lot.

- 8.03 The Association shall have the following voting membership:

Members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote of such lot

shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

8.04 Assessments. Each Owner by acceptance of a deed for any lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association (1) annual assessment or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Such may be perfected by filing a statement of lien in the appropriate records of the Office of the Judge of Probate of Baldwin County, Alabama, setting forth the Lot upon which the lien is claimed, the amount for which the lien is claimed, and the name of the property owner. The lien shall be enforceable in accordance with Alabama law. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in the title unless expressly assumed by them.

8.05 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Subdivision and for the improvement and maintenance of the Common Area.

8.06 Maximum Annual Assessment.

- (a) The maximum assessment may be increased by the Board of Directors each year not more than 15% above the assessment for the previous year without a vote of the membership.
- (b) The maximum assessment may be increased above 15% by a vote of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

8.07 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, providing that any such assessment shall have the assent of two-thirds (2/3) of the votes of members then existing who are voting in person or by proxy at a meeting duly called for this purpose.

8.08 Notice and Quorum for Any Action Authorized Under Sections 8.06 and 8.07. Written notice of any meeting called for the purpose of taking any action authorized under Section 8.06 or 8.07 shall be sent to all members not less than 30 days or more than 60 days in advance of the meeting. At the first such meeting called, the presence of members and proxies entitled to cast sixty (60%) percent of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

8.09 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

8.10 Date of Commencement of Annual Assessments: Due Dates. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the

Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

- 8.11 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.
- 8.12 Subordination of the Lien to Mortgages. The lien for assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien for assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE NINE

ADDITIONS TO SUBDIVISION

- 9.01 **Additions.** The Lake View Estates Property Owners Association, Inc. shall have the right, from time to time, to bring within the scheme of the Subdivision additions to the Original Plat of the Subdivision as "Future Development". Any such additions must be contiguous to the Original Plat of the Subdivision. As additional properties are included, this Declaration may be supplemented, testated and amended as necessary or as appropriate for those properties. Owners of all lots in the added property shall have the rights, privileges and obligations set forth in this document.

ARTICLE TEN

MISCELLANEOUS

10.01 Enforcement

Lake View Estates POA Covenants have been established for the benefit and welfare of all property owners within the community. If, at any time, owners are found to be in violation of any covenants, enforcement of the covenants falls to the elected Lake View Estates POA Board. Attempts to remedy without penalty will be made. However, if the owner refuses to correct the violation within the outline of the covenants, the Board or its representatives will seek remedy by enforcement; this includes levying fines or, in severe circumstances, legally filing claims or a lien to remedy the violation.

The Association will attempt to rectify all violations quickly and without penalties by contacting the owner with a phone call and via the member-site (lakeviewestates-foley.com) ticketing request system confirming the conversation and appropriate documentation of the fine warning. If compliance is not met, the Association will have the authority to levy a daily fine not to exceed Fifty Dollars (\$50.00) for each violation. The Owner will receive notification of the levied penalty via notification through the member-site invoicing system. (Note: Should the Owner not have access to the Member-site, notification and invoice will be delivered via hard copy.)

Covenant violations that do not require construction (i.e., relocating trash / recycle cans, moving vehicle off the grass, moving prohibited vehicles from the driveway, etc.): If compliance by the Owner is not met after notification by the Compliance Committee of this type of violation, a fine will be assessed, not to exceed \$50.00 per day, and will continue until compliance is met.

Covenant violations requiring construction (i.e., building a screen for the garbage/recycle cans, incomplete construction removal of construction debris, etc.): Understanding these compliance issues are many times in the hand of outside contracted vendors and not the owners, the ARC Committee and/or the POA Board will obtain an agreement of the timeline required for construction completion with the Owner. After that timeline is

violated, the POA board members and/or ARC Committee will decide if an extension is warranted for the construction, or if the above fines (not to exceed \$50.00 /day) are to be applied.

Upon notification to the Owner, violations will be invoiced at the end of each month. The invoice will include: the covenant identification ticket number, the amount of the fine that will be imposed with future fine deadlines, prior notifications, and picture if available. The invoice will be sent via: Lake View Estates POA Member-site or written notification if the site is not available. Payment will be accepted by online payment through the Member-site portal or by check.

10.02 Severability. Invalidation of any one of the covenants and/or limitations, or any part thereof, by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

10.03 Term. The provisions of this Declaration shall run with the land and shall be binding on owners of all lots subject to this Declaration, and upon all parties and persons claiming under or through them, each of whom shall by virtue of his acceptance of acquisition of title or other interest, whether or not it be so expressed in the deeds or other instruments of conveyance, accepts and agrees to be bound by and to abide by all terms and provisions of this instrument, all of which shall be, and remain, in full force and effect.

10.04 Successors. Deeds of conveyance to any Lot within the Subdivision may contain the provisions, restrictions, covenants and conditions contained herein by reference to this Declaration; however, whether or not such reference is made in any or all of said deeds, by becoming an Owner of any Lot within the Subdivision, each such Owner, for himself or itself, his or its heirs, personal representatives, successors, transferees, and assigns, binds himself or itself, and such heirs, personal representatives, successors, transferees, and assigns, to all the provisions, restrictions, covenants and conditions

now or hereafter imposed by or under the authority of this Declaration and any amendments thereof.Disavowment of Public Purpose. Nothing contained in this Declaration or on the plat of the Subdivisions shall be deemed or interpreted to intend a gift or dedication of any portion of the Subdivision to the general public or for any public purpose whatsoever, such intent being hereby expressly disavowed.

10.05 Disavowment of Public Purpose. Nothing contained in this Declaration or on the plat of the Subdivisions shall be deemed or interpreted to intend a gift or dedication of any portion of the Subdivision to the general public or for any public purpose whatsoever, such intent being hereby expressly disavowed.

10.06 Captions and Headings. The captions and headings in this Declaration are for convenience only and are not to be considered as defining or limiting in any way the intent of the provisions hereof or thereof.

10.07 Reimbursement of Costs. If Lake View Estates POA, Inc is involved in providing hard copy records requested from any of the members or their attorneys, then those lot Owner(s) should understand that the POA may obtain reimbursement for the costs incurred for printing records or unforeseen expenses related to the request. Payment for costs incurred must be paid prior to receiving the documentation.

10.08 Lake Muriel Dam Acquisition. The Special Meeting held on Dec 19, 2022, approved the Admittance of Houses adjacent to the Lake Muriel Dam into the Lake View Estates POA, Inc and Acquisition of the common areas which include the Lake Muriel Dam.

ARTICLE ELEVEN

AMENDMENTS

11.01 Amendments.

Acquire by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association provided that the acquisition and/or disposition of real property shall have the assent of two-thirds (2/3) of the members voting in person or by proxy at the Annual Meeting or a Special Meeting called for that purpose at which a Quorum is present.

LAKE VIEW ESTATES PROPERTY OWNERS ASSOCIATION, INC.

BY:

Richard Dayton, President

Merlene DuBose, Secretary

NOTARY SEAL ON ORIGINAL DOCUMENT

BY-LAWS

BYLAWS
OF
LAKE VIEW ESTATES PROPERTY OWNERS ASSOCIATION, INC
AS AMENDED MARCH 18, MARCH 30, 1999 & MAY 1, 2000

ARTICLE ONE
INTRODUCTION

- 1.01 Definition of Bylaws. These Bylaws constitute the rules adopted by Lake View Estates Property Owners Association, Inc. for the regulation and management of its affairs.
- 1.02 Purposes and Powers. The Corporation will have the purposes or powers as are stated in its Articles of Incorporation, and such powers are now or may hereafter be granted by law. The primary purposes of the Corporation are:
- (a) to provide for the general maintenance, preservation, repair, control and upkeep of the Common Areas of Lake View Estates Subdivision according to the map of plat thereof recorded at Slides 1113-A through 1117-A, 1164-B, 1210-B and 1258-A, all as recorded in the Office of the Judge of Probate of Baldwin County, Alabama (hereinafter referred to as the Subdivision), which shall specifically include, but not limited to, responsibility for general maintenance and upkeep of the Common Areas and shall be responsible for any and all signs except those that are related to Glenlakes Golf Course or the City of Foley; for drainage ditches; the maintenance, upkeep and repair of Lake Muriel and may provide other services for the Subdivision; (January 2012)
 - (b) The administration, oversight, and enforcement of all of the provisions of the various restrictive covenants applying to the Subdivision as set forth in the certain

Amendment to the Supplemental, Restated and Amended Declaration of Covenants, Conditions, and Protective Restrictions for Lake View Estates dated August 9, 2002, Page 2 of 3 and filed instrument 675728, as amended by Amendment to the Declaration of Covenants, Conditions and Protective Restrictions for Lake View Estates dated June 24, 2004 and recorded at instrument 821057, and the certain Sewer Agreement dated November 13, 1991 and recorded in Real Property Book 411, Pages 731-741; all such recording references being to the Office of the Judge of Probate of Baldwin County, Alabama. (July 2013)

(c) To serve all of the functions of the Architectural Review Committee as are set out in Article Two of the Supplemental, Restated and Amended Declaration of Covenants, Conditions and Protective Restrictions referred to above.

ARTICLE TWO

OFFICES AND AGENCY

2.01 Principal Office. The principal place of business of the Corporation will be located at 9456 Lakeview Drive, Foley Alabama, 36535.

2.02 Location of Registered Office. The location of the initial registered office of the Corporation is 9456 Lakeview Drive, Foley, Alabama 36535. Such office will be continuously maintained in the State of Alabama for the duration of this Corporation unless subsequently changed. The Board of Directors may from time to time change the address of its registered office by duly adopted resolution and filing the appropriate statement with the Secretary of State.

ARTICLE THREE

MEMBERSHIP

- 3.01 Definition of Membership. The Members of this Corporation are those persons or other entities having Membership rights in accordance with the provisions of these Bylaws and the Articles of Incorporation.
- 3.02 Qualification of Members. The qualifications and rights of the Members of this Corporation are as follows:
- (a) Members must be the owners of the fee simple title to one or more lots or an interest in lots located within Lake View Estates Subdivision. No person, firm or corporation shall be construed to be a member of the Corporation by virtue of holding a lien, easement or encumbrance of any kind on any lot in Lake View Estates Subdivision, other than the fee simple title referred to above.
- 3.03 Annual Assessment. The annual assessments payable to the Corporation by Members will be in such amount as may be determined from time to time by resolution of the Board of Directors, except such increase shall not exceed 15% above the assessment for the previous year without a vote of two-thirds of the Members.
- 3.04 Assessments. Memberships will be subject to special assessments as determined by the Board of Directors and approved by a vote of two-thirds of the Members.
- 3.05 Places of Members' Meetings. Meetings of the Members will be held at 9456 Lakeview Drive, Foley, Alabama 36535, or at any other place within the State of Alabama as may be designated by the Board of Directors.

- 3.06 Annual Members' Meeting. The Board of Directors has the authority to schedule the annual POA meeting in a period of time ten (10) days before and ten (10) days after the first Monday of May.
- 3.07 Special Members' Meetings. Special meetings of the Members may be called by either of the following:
- (a) The Board of Directors;
 - (b) The President; or
 - (c) Members owning at least ten percent (10%) of the lots in the Subdivision
- 3.08 Notice of Members' Meeting. Written or printed notice, stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, must be delivered not less than five (5) nor more than forty (40) calendar days before the date of the Members' meeting, either personally or by first class mail to each Member entitled to vote at such meeting. If mailed, the notice will be deemed to be delivered when deposited in the United States mail addressed to the Member at his or her address as it appears on the records of the Corporation, with postage prepaid.
- 3.09 Voting Rights of Members. Each Member of the Corporation will be entitled to one vote on each matter submitted to a vote of the Members for each lot owned in the Subdivision. In no event shall there be more potential votes than there are lots in Lake View Estates Subdivision and any Member owning an undivided interest in a single lot must cast a joint vote with the owners of all undivided interests in said lot. On the failure of the agreement of all of the owners of such undivided interests in a lot, no vote shall be entitled to be cast for such lot.
- 3.10 Members' Proxy Voting. A Member may vote by (1) electronic form; (2) paper ballot mailed to the Corporation's legal address; (3) paper ballot hand delivered to meetings of the Corporation or (4) by proxy. **(January 2012)** A Member may vote

either in person or by proxy executed in writing by the Member or by his or her duly authorized attorney-in-fact. No proxy will be recognized as valid after eleven (11) months from the date of its execution unless expressly provided otherwise in the proxy.

3.11 Quorum of Members. The percentage of votes represented in person or by proxy which constitutes a quorum at the meeting of the Members will be votes representing lots equal to twenty-five percent (25%) of the total lots in the Subdivision. The vote of a majority of the lots for which votes are entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum is present is necessary for the adoption of any matter voted on by the Members, unless a greater proportion is required by law, the Articles of Incorporation of this Corporation, or any provision of these Bylaws.

3.12 Transferability of Membership. Membership in the Corporation is nontransferable and non-assignable, except in connection with transfer of the fee simple title to a lot in the Subdivision and as is otherwise provided for the qualification of Members.

3.13 Termination of Membership Rights. The Treasurer shall notify Members 3 months in arrears in annual and special assessments, and those Members who have not paid within 30 days of such notice shall have their membership rights, including the right to vote, automatically suspended.

ARTICLE FOUR

DIRECTORS

- 4.01 Definition of Board of Directors. The Board of Directors is that group of persons vested with the management of the business and affairs of this Corporation subject to the provisions of law, the Articles of Incorporation, and these Bylaws.
- 4.02 Qualification of Directors. The qualifications for becoming and remaining a Director of this Corporation are that Directors must be Members in good standing of the Corporation.
- 4.03 Number of Directors. The number of Directors of this Corporation will be five (5).
- 4.04 Terms of Directors. The Board of Directors, consisting of five (5) voting members, will be elected for a three (3) year term of office. Each Director will hold office for the term for which he/she is elected and until a successor has been elected and qualified. (July 2003)
- 4.05 Vacancies on the Board. The resignation of a Director will become effective on the date specified therein and vacancies will be deemed to exist as of such effective date. Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of Directors will be filled by a majority of the remaining Members of the Board of Directors. The new Director so appointed to fill the vacancy will serve for the unexpired term of the predecessor in office or until the next Members' Meeting. (January 2012)
- 4.06 Place of Directors' Meetings. Meetings of the Board of Directors, regular or special, will be held at the registered office of the Corporation or any other place within the State of Alabama as is included in a notice of such meeting.
- 4.07 Regular Directors' Meetings. Regular meetings of the Board of Directors will be held at such time and place as shall be adopted by the Board of Directors by resolution. This provision of the Bylaws and such resolution constitutes notice to all Directors of the regular meetings for all years and instances and no further notice shall be required although such notice may be given.

- 4.08 Notice of Special Directors' Meetings. Written or printed notice stating the place, day and hour of any special meeting of the Board of Directors will be delivered to each Director not less than two (2) nor more than five (5) calendar days before the date of the meeting, either personally or by first class mail, by the President, or the Secretary, or the Directors calling the meeting. If mailed, such notice will be deemed to be delivered when deposited in the United States mail, addressed to the Director at his or her address as it appears on the records of the Corporation, with postage prepaid. Such notice need not state the business to be transacted at, nor the purpose of such meeting.
- 4.09 Call of Special Board Meetings. A special meeting of the Board of Directors may be called by either the President or by any member of the Board of Directors.
- 4.10 Waiver of Notice. Attendance of a Director at any meeting of the Board of Directors will constitute a waiver of notice of such meeting, except where such Director attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.
- 4.11 Quorum of Directors. A majority of the whole Board of Directors will constitute a quorum. The act of a majority of the Directors at a meeting at which a quorum is present will be the act of the Board of Directors, unless a greater number is required under the provisions of the Articles of Incorporation of the Corporation, or any provision of these Bylaws.

ARTICLE FIVE

OFFICERS

- 5.01 Roster of Officers. The officers of the Corporation will consist of a President, a Vice-President, a Secretary, a Treasurer, and an ARC Coordinator.
- 5.02 Selection of Officers. Each of the officers of this Corporation will be elected and appointed annually by the Board of Directors. Each officer will remain in office until a successor to such office has been selected and qualified. Such election will take place at the regular meeting of the Board of Directors taking place immediately following the annual meeting each year.
- 5.03 Multiple Office Holders. In any election of officers, the Board of Directors may elect a single person to any two or more offices simultaneously, except that the offices of President, Secretary and Treasurer must be held by separate individuals.
- 5.04 President. The President will be the chief executive officer of this Corporation and will, subject to the control of the Board of Directors, supervise and control the affairs of the Corporation. The President will perform all duties incident to such office and such other duties as may be provided in these Bylaws or as may be described from time to time by the Board of Directors.
- 5.05 Vice-President. The Vice-President will perform all duties and exercise all powers of the President when the President is absent or otherwise unable to act. The Vice-President will perform such other duties as may be prescribed from time to time by the Board of Directors.
- 5.06 Secretary. The Secretary will keep minutes of all meetings of the Members and of the Board of Directors, will be the custodian of the corporate records, will give all notices as are required by law or these Bylaws, or which may be assigned from time to time by the Board of Directors, and perform, in general, all duties incident to the office of the Secretary and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be assigned from

time to time by the Board of Directors. Any or all of these duties may be delegated to a property management agency under the supervision of the Secretary.

5.07 Treasurer. The treasurer will have charge and custody of all funds of the Corporation, will deposit the funds as required by the Board of Directors, will keep and maintain adequate and correct accounts of the Corporation's properties and business transactions, will render reports and accounts to the Directors and to the Members as required by the Board of Directors or Members or by law and perform, in general, all duties incident to either the office of the Treasurer and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be assigned from time to time by the Board of Directors. Any or all of these duties may be delegated to the property management agency under the supervision of the Treasurer.

5.08 ARC Coordinator. The ARC Coordinator will be appointed as a Regular Member of the Architectural Review Committee (ARC), will coordinate the work of the ARC in accordance with Article Two of the Declaration of Covenants for Lake View Estates and perform, in general, all duties incident to either the office of the ARC Coordinator and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be assigned from time to time by the Board of Directors. Any or all of these duties may be delegated to the property management agency under the supervision of the ARC Coordinator.

ARTICLE SIX

INDEMNITY

6.01 Indemnity. The Corporation shall indemnify any officer, director, agent or employee of the Corporation against all loss or damage, including attorneys fees, and which arises out of claims made against said officer, director, agent or employee of the Corporation for acts committed under the following circumstances:

- (a) Where the claim arises out of or is related to any act or conduct done on behalf of the Corporation;
- (b) The act or conduct was done by such individual in good faith; and
- (c) The individual reasonably believed that the act or conduct was done in the best interest of the Corporation.

ARTICLE SEVEN

INFORMAL ACTION

7.01 Waiver of Notice. Whenever any notice is required to be given under the provisions of law, the Articles of Incorporation, or these Bylaws, a waiver of such notice in writing signed by the person or persons entitled to notice, whether before or after the time stated in such waiver, shall be deemed equivalent to the giving of such notice. Such waiver must, in the case of a special meeting of the Members, specify the nature of the business to be transacted.

7.02 Action by Consent. Any action required by law or under the Articles of Incorporation or these Bylaws, or any action that otherwise may be taken at a meeting of either the Members or the Board of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all persons entitled to vote with respect to the subject matter of such consent, or all Directors in office, and filed with the Secretary.

ARTICLE EIGHT

OPERATIONS

- 8.01 **Execution of Documents.** Except as otherwise provided by law, checks, drafts, promissory notes, orders for the payment of money, and other evidences of indebtedness of this Corporation will be signed by the Property Management Company Agent and countersigned by either the Treasurer or the President. Contracts, leases, and other instruments executed in the name of and on behalf of the Corporation will be signed by the Property Management Company Agent and countersigned by either the Secretary or President, and will have attached copies of the resolutions of the Board of Directors (certified by the Secretary) authorizing their execution except in the case of the contract with the Property Management Company which shall be signed by the President and countersigned by the Secretary.
- 8.02 **Books and Records.** This Corporation will keep correct and complete books and records of account, and will also keep minutes of the proceedings of its Members and Board of Directors. The Corporation will keep at its registered office a Membership register giving addresses and other details of the Membership of the corporation and the original or a copy of its Bylaws, including amendments to date, certified by the Secretary of the Corporation.
- 8.03 **Inspection of Books and Records.** All books and records of this Corporation may be inspected by any Member, or his or her agent or attorney, for any proper purpose at any reasonable time, on written request stating the purpose of such inspection.

8.04 Nonprofit Operations. This Corporation will not have or issue shares of stock. No dividend will be paid, and no part of the income of this Corporation will be distributed to its Directors or Officers. The Corporation may reimburse those acting on its behalf for such out-of-pocket expenses as may reasonably be incurred by them. Members may from time-to-time be employed by this Corporation for work of the Corporation on a competitive bid basis when approved by the Board of Directors. (January 2012)

ARTICLE NINE

COMMITTEES

- 9.01 Architectural Review Committee. An Architectural Review Committee (ARC) of four or more Members shall be appointed by the Board of Directors upon incorporation whose duty shall be to provide support for the ARC Coordinator as outlined in Article 5.08.
- 9.02 Auditing Committee. An Auditing Committee of three Members shall be elected by the members at the annual meeting whose duty it shall be to audit the treasurer's account at the close of the fiscal year.
- 9.03 Beautification Committee. A Beautification Committee consisting of 3 or more Members shall be appointed by the Board of Directors at the annual meeting whose duty it shall be to recommend to the Board of Directors community beautification projects and to consummate those projects approved by the Board.
- 9.04 Election and Proxy Committee. An Election and Proxy Committee of four or more Members shall be appointed by the Board of Directors a minimum of six weeks prior to the Annual Meeting whose duties shall include registration and roll call, verification of quorum, return of proxies to Members attending, counting

remaining proxies and to cast those votes granted by Members to the Proxy Committee. Members of this committee shall also be appointed as Sergeants-at-Arms whose duties shall be to maintain order as directed by the Chairman.

9.05 Nominating Committee. A Nominating committee of five Members shall be appointed by the Board of Directors a minimum of six weeks prior to the annual meeting whose duty shall be to interview potential candidates who are willing to serve on the Board of Directors and to prepare a slate for vacancies.

9.06 Lake Committee. A Lake Committee shall be appointed by the Board of Directors to administer the established rules governing the use of Lake Muriel for recreational purposes and to enforce the Lake Muriel Policies authorized by the Board of Directors. These policies are concerned with the fishing privileges, boat operations, personal safety, environmental concerns, and to ensure the peace and tranquility of the area.

9.07 Other Committees. Such other committees, standing or special, shall be appointed by the President as the Corporation or the Board of Directors shall from time to time deem necessary to carry on the work of the Corporation. The President shall be ex-officio a member of all committees except the Nominating Committee.

ARTICLE TEN

PARLIAMENTARY AUTHORITY

10.01 Rules of Orders. The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the association in all cases to which they are applicable and in which they are not inconsistent with these Bylaws and any special rules of order the Association may adopt.

- 10.02 Parliamentarian. The Vice President shall act as parliamentarian with the authority to appoint an assistant.

ARTICLE ELEVEN

AMENDMENTS

- 11.01 Amending of Articles of Incorporation. Amending the Articles of Incorporation of this Corporation shall be approved at a Members' meeting by a majority of those Members voting. Notice of proposed changes shall be included in the notice of the meeting.

A vote to Amend the Articles of the Incorporation to require the same voting percentage as the Declaration (2/3 of the members voting at a Meeting, or by Proxy at which a Quorum, is Present) when acquiring property, etc.

- 11.02 Amending of Bylaws. Amending the Bylaws of this Corporation shall be approved at a Members' meeting by a majority of those Members voting. Notice of proposed changes shall be included in the notice of the meeting.
- 11.03 The Board of Directors may use current accepted technology to communicate with the POA members. In addition, the board may accept funds, pay association bills, post announcements, conduct elections, and conduct any other POA business using emails, website tools, and any other technology available, to notify the POA members.
- 11.04 The Board of Directors will refrain from purchasing or allowing any signage, structure, or monument that describes or delineates any portion/section of the Lake View Estates POA as anything other than Lake View Estates.
- 11.05 The Board of Directors is allowed to create a business entity to accept the dam property.
- 11.06 The Board of Directors will follow a flow chart of steps that outline and describe deadlines and basic procedures to be followed when conducting the business of the POA. This includes the election of board members and any other relevant business on the annual meeting agenda.

SIGNATURE AND CERTIFICATION

We, the undersigned, do hereby certify that the foregoing are the true and correct Bylaws of Lake View Estates Property Owners Association, Inc., an Alabama nonprofit corporation, which were adopted at the first meeting of the Board of Directors the morning of the Eighteenth day of March, 1999, amended at the second meeting of the Board of Directors held on the afternoon of the Eighteenth day of March 1999, and further amended at the third meeting of the Board of Directors held on the Thirtieth day of March, 1999.

ORIGINAL SIGNED BY DONALD H. BIRDSOONG--President

ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION OF LAKE VIEW ESTATES PROPERTY OWNERS ASSOCIATION, INC.

The undersigned, for the purpose of forming a nonprofit corporation under the Alabama Nonprofit Corporation Act. Code of Alabama, Section 10-3A-1, et seq. (1994 Repl. Vol.) do hereby adopt the following Articles of Incorporation:

ARTICLE ONE **NAME**

The name of the Corporation is **LAKE VIEW ESTATES PROPERTY OWNERS ASSOCIATION, INC. (July 2013)**

ARTICLE TWO **DURATION**

The term of existence of the Corporation is perpetual.

ARTICLE THREE **PURPOSE**

The Corporation does not contemplate pecuniary gain or profit to the members and the specific purposes for which it is formed is for the general maintenance, preservation, repair, control and upkeep of the Common Area of Lake View Estates Subdivision according to the map or plat thereof recorded at Slides 1113-A through 1117-A, 1164-B, 1210-B and 1258-A, all on file in the Office of the Judge of Probate of Baldwin County, Alabama (hereinafter referred to as the “Subdivision”); for the enforcement of the Restrictive Covenants concerning the Subdivision as are filed in Miscellaneous Book 58, Pages 293-301, as amended by Declaration dated March 24, 1988, and recorded at Miscellaneous Book 61, Pages 1734-1752, and which was further amended by Declaration date August 21, 1989, and recorded at Miscellaneous Book 65, Pages 492-527, and which was further amended by Declaration dated February 19, 1991, and recorded at Miscellaneous Book 68, Pages 701-736, and all of which Restrictive Covenants were further amended and restated by that document entitled “Supplemental, Restates and Amended Declaration of Covenants, Conditions, and Protective Restrictions for Lake View Estates dates December 21, 1992, and recorded in Miscellaneous Book 72, Pages 1784, et seq., all in the Office of the Judge of Probate of Baldwin County, Alabama (hereinafter referred to as the “Declaration”) and to serve the function s of the Architectural Review Committee, pursuant to Article Two of the

Supplemental, Restated and Amended Declaration of Covenants, Conditions, and Protective Restriction for Lake View Estates and to promote the health, safety and welfare of the residents of Lake View Estates Subdivision, specifically including the power to:

- a. Fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the above described property of the Association.
- b. Acquire by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association provided that the acquisition and/or disposition of real property shall have the assent of two-thirds (2/3) of the members voting in person or by proxy at the Annual Meeting or a Special Meeting called for that purpose at which a Quorum is present.
- c. Borrow money and with the assent of two-thirds of the members, mortgage, pledge, deed or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.
- d. Dedicate, sell or transfer all or any parcel of the property owned by the Association to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by two-thirds of the members;
- e. Participate in merger consolidations or with other nonprofit corporations organized for the same purpose to annex additional property provided that any such merger, consolidation or annexation shall have the assent of two-thirds of the members;
- f. Have and exercise any and all power, rights, and privileges that a corporation organized under the Alabama Nonprofit Corporation Act may now or hereafter have or exercise.

ARTICLE FOUR **MEMBERS**

The Corporation shall have members who shall consist of the owners of the fee simple title to any lot in Lake View Estates Subdivision.

ARTICLE FIVE **DIRECTORS**

There shall be five (5) members of the initial Board of Directors of the Corporation. The names and addresses of the person who are to serve as Directors until the first election thereof are as follows:

Dan Barberi	9216 Lakeview Drive Foley, AL 36535
Bob Bogard	9456 Lakeview Drive Foley, AL 36535
Ron Morgan	9419 Clubhouse Drive Foley, AL 36535
Barbara Hershiser	22490 Wedgewood Drive Foley, AL 36535
Gene Stewart	9516 Clubhouse Drive Foley, AL 36535

ARTICLE SIX **ELECTION OF DIRECTORS**

The Directors are to be elected by the members of the Corporation at the annual meeting of the members of the Corporation, who shall serve until their successors are elected, either at the next annual meeting following the expiration of their initial terms or at a special meeting called for that purpose. The Directors shall be divided into classes, which shall be referred to as Classes A and B. The initial Class A Directors shall be Barbara Hershiser and Gene Stewart; and the initial Class B Directors shall be Dan Barberi, Bob Bogard, and Ron Morgan. The initial Board of Directors shall hold office until their successors are elected at the next annual meeting or at a special meeting called for that purpose. At that meeting, all Directors shall stand for election and the initial term of office for the Class A Directors shall be for a term of two (2) years and the initial term of office for the Class B Directors shall be for a term of one (1) year.

ARTICLE SEVEN
CHANGE IN NUMBER OF DIRECTORS

A change in the number of Directors of the Corporation shall be made by amendment to the Bylaws of the Corporation.

ARTICLE EIGHT
REGISTERED OFFICE AND AGENT

The initial registered office of the Corporation is 9556 Lakeview Drive, Foley, Alabama 36535. The name of the initial registered agent of the Corporation at such address is Bob Bogard.

ARTICLE NINE
INCORPORATORS

The name and address of each incorporator of the corporation is:

Joe Yarbrough	1651 Creely Drive Birmingham, AL 35235
Roger Murray	1451 Baytowne Ave. Destin, FL 35241
M. Miller Gorrie	729 South 30 th St. Birmingham, AL 35233

In witness thereof, we the undersigned have subscribed our names this 1st day of February, 1999.

NOTARY SEAL ON ORIGINAL DOCUMENT

Glenlakes Property Map

