

**SUPPLEMENTAL**  
**DECLARATION OF COVENANTS,**  
**CONDITIONS AND RESTRICTIONS**  
**FOR**  
**GLENLAKES, A PLANNED RESIDENTIAL DEVELOPMENT**  
**GLENLAKES UNIT ONE**

STATE OF ALABAMA :

COUNTY OF BALDWIN :

This Declaration ("Declaration") is made this 8<sup>th</sup> day of May, 2001, by Glenlakes Realty Co., an Alabama General Partnership (the "Declarant").

**RECITALS:**

1. The Declarant is the Owner of the real property located in Baldwin County, Alabama, described as follows, to-wit:

Glenlakes Unit One as per plat thereof recorded in the Office of the Judge of Probate of Baldwin County, Alabama in Slide 2045 E, Slide 2045 F and Slide 2046 A.

Glenlakes Unit One is referred to in this Declaration as "Glenlakes Unit One" and is more specifically described in Section 1.4 of this Declaration.

2. Glenlakes Unit One and this Declaration are subject to the terms, conditions and provisions of the Master Declaration of Covenants, Conditions and Restrictions for Glenlakes, a Planned Residential Development (the "Master Declaration"). The Master Declaration imposes upon Glenlakes Unit One certain covenants, restrictions, reservations, regulations, burdens and liens as more particularly provided for in the Master Declaration.

3. The Declarant intends by this Declaration to impose upon Glenlakes Unit One, in addition to the covenants, conditions and restrictions imposed by the Master Declaration, additional easements, restrictions, covenants and conditions under a general plan of improvement for the benefit of all Owners of Glenlakes Unit One and to provide a method whereby Additional Property (as defined in this Declaration) may become part of Glenlakes Unit One subject to this Declaration and the Master Declaration by the recordation of a Supplemental Declaration (as defined in this Declaration).

4. The Declarant has caused the Glenlakes Master Association, Inc. (the "Master Association") to be formed as a Master Association for the purpose of providing an Alabama Nonprofit Corporation to serve as representative of the Declarant and Owners of the Properties (as defined in the Master Declaration), which includes Glenlakes Unit One.

5. The Declarant has caused the Glenlakes Unit One Property Owner's Association, Inc. (the "Glenlakes Unit One Association") to be formed as an Association for the purpose of providing an Alabama Nonprofit Corporation to serve as representative of the Declarant and Owners of Glenlakes Unit One.

6. The Glenlakes Unit One Association and Glenlakes Unit One shall be subject to the terms and conditions of the Master Declaration and this Declaration.

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NOW, THEREFORE, the **Declarant** declares that **Glenlakes Unit One** and any **Additional Property** (as defined in this **Declaration**) as may be by **Supplemental Declaration** (as defined in this **Declaration**) be added to and subjected to this **Declaration** and **Glenlakes Unit One** shall be held, sold and conveyed or encumbered, rented, used, occupied and improved subject to this **Declaration** and the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with **Glenlakes Unit One** and shall be binding on all parties having any right, title or interest in **Glenlakes Unit One** or any part of **Glenlakes Unit One**, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each **Owner** of a **Lot** in **Glenlakes Unit One**.

#### **Article I** **Definitions**

The definitions contained in the **Master Declaration** are incorporated in this **Declaration** as if fully set out. The following additional words and terms in all capital letters, when used in this **Declaration** or any **Supplemental Declaration** (unless the context clearly shall indicate otherwise) shall have the following meanings:

**Section 1.1** "**Additional Property**" shall mean and refer to the **Additional Property** which may be brought within **Glenlakes Unit One** by amendment to this **Declaration** or by **Supplemental Declaration** (as defined in this **Declaration**) as described in this **Declaration**.

**Section 1.2** "**Architectural Committee**" shall mean and refer to the **Architectural Committee** appointed by the **Board of Directors** of the **Master Association** and as described in the **Master Declaration**.

**Section 1.3** "**Declarant**" shall mean and refer to **Glenlakes Realty Co., an Alabama Limited Partnership**, or the successors, successors-in-title or assigns of the **Declarant** who take title to any portion of **Glenlakes Unit One** for the purpose of development and sale and are designated as **Declarant** in a recorded instrument executed by the immediately preceding **Declarant**.

**Section 1.4** "**Glenlakes Unit One**" shall mean and refer to that certain real property described in **Paragraph 1**, under **Recitals** on **Page 1** of this **Declaration** and where the context requires such additions to **Glenlakes Unit One** as may be brought within the jurisdiction of the **Glenlakes Unit One Association**.

**Section 1.5** "**Glenlakes Unit One Articles of Incorporation**" shall mean and refer to the **Articles of Incorporation of Glenlakes Unit One Property Owner's Association, Inc.**

**Section 1.6** "**Glenlakes Unit One Assessment**" shall mean and refer to the **Glenlakes Unit One Base Assessment** and the **Glenlakes Unit One Special Assessment** or any other **Assessment** levied against the **Lots** in **Glenlakes Unit One** to fund the **Glenlakes Unit One Common Expenses**, as provided for and described in this **Declaration**.

**Section 1.7** "**Glenlakes Unit One Association**" shall mean and refer to the **Glenlakes Unit One Property Owner's Association, Inc., an Alabama Nonprofit Corporation**, or the successors and assigns of the **Glenlakes Unit One Association**. The "**Glenlakes Unit One Board of Directors**" shall mean and refer to the **Board of Directors** of the **Glenlakes Unit One Association**.

**Section 1.8** "**Glenlakes Unit One Base Assessments**" shall mean and refer to the **Glenlakes Unit One Base Assessments** levied against the **Lots** in **Glenlakes Unit One** by the **Glenlakes Unit One Association** to fund the **Glenlakes Unit One Common Expenses**, as provided for and described in this **Declaration**.

**Section 1.9** "**Glenlakes Unit One By-Laws**" shall mean and refer to the **By-Laws** of the **Glenlakes Unit One Association**.

**Section 1.10** "**Glenlakes Unit One Common Area**" or "**Glenlakes Unit One Common Property**" shall mean and refer to any property, buildings, fixtures, facilities or other personal property now owned or otherwise acquired by the **Glenlakes Unit One Association** by purchase, gift, easement, lease or otherwise to be devoted to the common use and enjoyment of the **Owners of Glenlakes Unit One**.

**Section 1.11** "**Glenlakes Unit One Common Expenses**" shall mean and include the actual and estimated expenses incurred by the **Glenlakes Unit One Association** for the general benefit of all **Lot Owners** in **Glenlakes Unit One**, including any reasonable reserve, all as may be found to be necessary and appropriate by the **Glenlakes Unit One Board of Directors** pursuant to this **Declaration**, the **Glenlakes Unit One Articles of Incorporation** and the **Glenlakes Unit One Association By-Laws**.

**Section 1.12** "**Glenlakes Unit One Member**" shall mean and refer to a **Person** (as defined in this **Declaration**) or entity who holds membership in the **Glenlakes Unit One Association** as provided in this **Declaration**.

**Section 1.13** "**Glenlakes Unit One Special Assessment**" shall mean and refer to the **Glenlakes Unit One Special Assessment** levied against the **Lots** in **Glenlakes Unit One** by the **Glenlakes Unit One Association** to fund the **Glenlakes Unit One Common Expenses**, as provided for and described in this **Declaration**.

**Section 1.14** "**Master Association**" shall mean and refer to the **Glenlakes Master Association, Inc.**, an Alabama Nonprofit Corporation, created by instrument dated **May 19, 2000**, and recorded **June 2, 2000**, as Instrument Number **548494**, Pages **1** through **9**, or the successors or assigns of said **Master Association**.

**Section 1.15** "**Master Declaration**" shall mean and refer to the **Master Declaration of Covenants, Conditions and Restrictions for Glenlakes, a Planned Residential Development** dated **May 19, 2000**, and recorded **June 2, 2000** as Instrument Number **548493**, Pages **1** through **46**.

**Section 1.16** "**Rules and Regulations**" shall mean and refer to the **Rules and Regulations** adopted by the **Declarant**, the **Master Association** or the **Architectural Committee** as provided for in the **Master Declaration** or the **Rules and Regulations** adopted by the **Glenlakes Unit One Association**, as the context indicates.

**Section 1.17** "**Supplemental Declaration**" shall mean and refer to an amendment or supplement to this **Declaration** which subjects **Additional Property** to this **Declaration** or imposes, expressly or by reference, additional restrictions and obligations on the land described in said amendment or supplement, or both.

The recording references in this **Declaration** refer to the **Office of the Judge of Probate of Baldwin County, Alabama**.

## **Article II**

### **Mutuality of Benefit and Obligation**

This **Declaration** is made for the mutual and reciprocal benefit of each and every part of **Glenlakes Unit One** and is intended to create mutual, equitable servitudes upon **Glenlakes Unit One**, to create reciprocal rights between the respective **Owners** and future **Owners of Glenlakes Unit One**; and to create a privity of contract and estate between the grantees of **Glenlakes Unit One**, their heirs, successors and assigns.

**Article III**  
**Zoning and Specific Restrictions**

This **Declaration** shall not be taken as permitting any action or thing prohibited by the applicable laws, or the laws, rules or regulations of any governmental authority, or by specific covenants or restrictions imposed by any **Deed** or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, **Deeds**, leases, covenants, restrictions or this **Declaration** shall be taken to govern and control.

**Article IV**  
**Property Rights and Easements**

**Section 4.1 Master Declaration.** The provisions of **Section 4.1** of the **Master Declaration** are incorporated in this **Declaration** as though **Section 4.1** of the **Master Declaration** was set out in full in this **Declaration**. The provisions of **Section 4.1** of the **Master Declaration** apply to **Glenlakes Unit One** and to the **Glenlakes Unit One Common Property**.

Except as provided in the **Master Declaration** or in this **Declaration**, every **Owner** of a **Lot** in **Glenlakes Unit One** shall have a right and non-exclusive easement of enjoyment in and to the **Glenlakes Unit One Common Area**. Any **Owner** of a **Lot** in **Glenlakes Unit One** may delegate the right of enjoyment of said **Owner** to the members of the family and tenants of the **Glenlakes Unit One Member** and social invitees, as applicable, subject to reasonable regulation by the **Glenlakes Unit One Board of Directors** and in accordance with procedures the **Glenlakes Unit One Board of Directors** may adopt. An **Owner** of a **Lot** in **Glenlakes Unit One** who leases said **Lot** shall be deemed to have delegated all such rights to the lessee of said **Lot**.

The right and non-exclusive easement of enjoyment given to every **Owner** of a **Lot** in **Glenlakes Unit One** in and to the **Glenlakes Unit One Common Area** as described in this **Declaration** is subject to the following:

A. Terms, conditions and provisions of the **Master Declaration**, **Articles of Incorporation of Glenlakes Master Association, Inc.** and **By-Laws of Glenlakes Master Association, Inc.**.

B. The rights reserved to the **Declarant** provided for in the **Master Declaration** and in this **Declaration**.

C. Restrictions and limitations contained in any **Deed** conveying the **Glenlakes Unit One Common Area** to the **Glenlakes Unit One Association**.

D. The right of the **Glenlakes Unit One Association** to charge reasonable admission and other fees for the use and maintenance of the **Glenlakes Unit One Common Area** and to impose reasonable limits on the number of guests who may use the **Glenlakes Unit One Common Area**.

E. The right of the **Glenlakes Unit One Association**, in addition to the other rights set forth in this **Declaration**, to suspend the voting rights of an **Owner** of a **Lot** in **Glenlakes Unit One** and the right to use any of the **Glenlakes Unit One Common Area** for any period during which the **Glenlakes Unit One Assessment** against that **Owner's Lot** remains unpaid, and for any infraction by an **Owner** of a **Lot** in **Glenlakes Unit One** of the published **Rules and Regulations** of the **Glenlakes Unit One Association** after hearing by the **Glenlakes Unit One Board of Directors** for the duration of the infraction and for an additional period not to exceed **thirty (30) days**.

F. The right of the **Declarant**, with regard to **Glenlakes Unit One** which may be owned for the purpose of development, to grant easements in and to the **Glenlakes Unit One Common Area** to any public agency, authority or utility for such purposes as the **Declarant** deems appropriate.

G. The right of the **Glenlakes Unit One Association** to borrow money for the purpose of improving the **Glenlakes Unit One Common Property**, or any portion of the **Glenlakes Unit One Common Property**, for acquiring additional **Glenlakes Unit One Common Property**, or for constructing, repairing or improving any facilities located on **Glenlakes Unit One**, and to give as security for the payment of any such loan a **Mortgage** conveying all or any portion of the **Glenlakes Unit One Common Property**, provided **two-thirds (2/3)** of the total votes of the **Glenlakes Unit One Members** of the **Glenlakes Unit One Association** present at a meeting duly called for such purpose shall approve. **Provided, However**, the lien and encumbrance of any such **Mortgage** given by the **Glenlakes Unit One Association** shall be subject and subordinate to any and all rights, interests, options, easements and privileges reserved or established in the **Glenlakes Unit One Declaration** for the benefit of the **Declarant** or any **Owner** of a **Lot** in **Glenlakes Unit One**, or the holder of any **Mortgage**, irrespective of when executed, given by the **Declarant** or any **Owner** of a **Lot** in **Glenlakes Unit One** encumbering any **Lot** or other property located within **Glenlakes Unit One**.

H. The right of the **Glenlakes Unit One Association** or the **Declarant** to dedicate or transfer all or any part of the **Glenlakes Unit One Common Area** to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the **Glenlakes Unit One Members**. Except as provided in the **Glenlakes Unit One Declaration**, no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by at least **two-thirds (2/3)** of the total votes of the **Glenlakes Unit One Members** of the **Glenlakes Unit One Association** present at a meeting duly called for such purpose shall approve. **Provided, However**, so long as the **Declarant** owns any **Lot** in **Glenlakes Unit One**, or any property in **Glenlakes Unit One**, or any property described on the **Conceptual Master Plan** no dedication or transfer need be approved by **two-thirds (2/3)** of the total votes entitled to be cast by the **Glenlakes Unit One Members** of the **Glenlakes Unit One Association**.

I. The right of the **Declarant** and the right of the **Glenlakes Unit One Association** to adopt and promulgate reasonable **Rules and Regulations** pertaining to the use of **Glenlakes Unit One**, which, in the discretion of the **Glenlakes Unit One Association**, shall serve to promote the best interests of the **Owners** and residents in **Glenlakes Unit One**.

J. The right of the **Declarant** to add **Additional Property** to **Glenlakes Unit One** as provided for in the **Glenlakes Unit One Declaration**.

K. The right of the **Declarant** to amend the **Glenlakes Unit One Declaration** unilaterally at any time so long as the **Declarant** owns any **Lots** in **Glenlakes Unit One**, or owns any property in **Glenlakes Unit One**, or owns any property described on the **Conceptual Master Plan**, without prior notice and without the consent of any **Person**.

**Section 4.2** The provisions of **Section 4.2** of the **Master Declaration** are incorporated in this **Declaration** as though **Section 4.2** of the **Master Declaration** was set out in full in this **Declaration**. The rights granted to or reserved to the **Declarant** in **Section 4.2** of the **Master Declaration** apply to **Glenlakes Unit One** and the **Glenlakes Unit One Common Property**.

#### **Article V**

#### **Glenlakes Unit One Association and Master Association**

**Section 5.1** **Glenlakes Unit One Association**. Subject to the rights granted or reserved to **Declarant** and to the **Master Association** in the **Master Declaration** or this **Declaration**, the operation and administration of **Glenlakes Unit One** shall be by the **Glenlakes Unit One Association**. The **Glenlakes Unit One Association** shall be an **Alabama Nonprofit Corporation** incorporated by the **Glenlakes Unit One Articles of Incorporation** recorded in the **Office of the Judge of Probate of Baldwin County, Alabama**. The **Glenlakes Unit One Association** shall be an entity which shall have the capability of bringing suit and being sued with respect to the exercise or non-exercise of the powers of the **Glenlakes Unit One Association**. The **Glenlakes Unit One Association** shall have authority and power to maintain a class action and to settle a cause of action on behalf of **Lot Owners** of **Glenlakes Unit One** with reference to the **Glenlakes Unit One**

**Common Area** and the **Glenlakes Unit One Common Property** and with reference to any and all other matters in which of the **Owners** of **Lots** in **Glenlakes Unit One** have a common interest. The **Glenlakes Unit One Association** shall have all the powers and duties granted to or imposed on the **Glenlakes Unit One Association** under the **Glenlakes Unit One Articles of Incorporation** and the **Glenlakes Unit One By-Laws** and under this **Declaration** as they may be amended from time to time. The **Glenlakes Unit One Association** is specifically authorized to enter into agreements by which the powers and duties of the **Glenlakes Unit One Association**, or some of them, may be exercised or performed by some other **Person** or **Persons**. The **Glenlakes Unit One Association** shall have the right to grant permits, licenses and easements over **Glenlakes Unit One Common Areas** for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of **Glenlakes Unit One**. The **Glenlakes Unit One Board of Directors** shall have the authority and duty to levy and enforce the collection of the **Glenlakes Unit One Assessment** for the **Glenlakes Unit One Common Expenses** and is further authorized to provide adequate remedies for failure to pay the **Glenlakes Unit One Assessments**.

**Section 5.2 Membership.** The **Glenlakes Unit One Member** shall be a member of the **Glenlakes Unit One Association** so long as the **Glenlakes Unit One Member** is a **Lot Owner** in **Glenlakes Unit One**. The membership of a **Lot Owner** in **Glenlakes Unit One** shall immediately terminate when the **Lot Owner** ceases to be a **Lot Owner** in **Glenlakes Unit One**. The membership of a **Lot Owner** in **Glenlakes Unit One** cannot be assigned or transferred in any manner except as an appurtenance to said **Lot**.

No **Owner** of a **Lot** in **Glenlakes Unit One**, whether **one (1)** or more **Persons**, shall have more than **one (1)** membership per **Lot** owned in **Glenlakes Unit One**. In the event the **Owner** of a **Lot** in **Glenlakes Unit One** is more than **one (1) Person**, votes and rights of use and enjoyment shall be as provided in the **Glenlakes Unit One Declaration** and in the **Master Declaration**. The rights and privileges of membership in the **Glenlakes Unit One Association** may be exercised by the **Glenlakes Unit One Member**, subject to the provisions of the **Glenlakes Unit One Declaration**, the **Glenlakes Unit One By-Laws** and the **Master Declaration**. The membership rights of a **Lot** in **Glenlakes Unit One** owned by a corporation, partnership, limited liability company or other entity shall be exercised by the individual designated from time to time by the **Owner** of said **Lot** in a written instrument provided to the **Glenlakes Unit One Board of Directors**, subject to the provisions of the **Glenlakes Unit One Declaration** and the **Glenlakes Unit One By-Laws**.

**Section 5.3 Voting in the Glenlakes Unit One Association.** Except as provided in the **Glenlakes Unit One Declaration** or any amendment to the **Glenlakes Unit One Declaration** or in any **Supplemental Declaration**, each **Lot** in **Glenlakes Unit One** shall be entitled to **one (1)** vote in the **Glenlakes Unit One Association**, which vote is not divisible. There shall be only **one (1)** vote per **Lot** in **Glenlakes Unit One** in the **Glenlakes Unit One Association** unless otherwise specified in this **Declaration** or any amendment to this **Declaration** or in any **Supplemental Declaration** or the **Glenlakes Unit One By-Laws**. The vote in the **Glenlakes Unit One Association** for each **Lot** in **Glenlakes Unit One** shall be exercised by the **Glenlakes Unit One Member**. The vote shall be cast by the **Lot Owner** in the manner provided for in this **Declaration** and in the **Glenlakes Unit One By-Laws**. **Provided, However**, until the **Declarant** has sold all of the **Lots** in **Glenlakes Unit One**, and has sold all of the property in the **Properties**, and has sold all of the property described on the **Conceptual Master Plan**, or until the **Declarant** elects to terminate the control of the **Glenlakes Unit One Association**, whichever shall first occur, the **Lot Owner** shall not be entitled to vote and the **Glenlakes Unit One By-Laws** and **Rules and Regulations** adopted by the **Declarant** shall govern and there shall be no meeting of the **Glenlakes Unit One Members**, unless a meeting is called by the **Glenlakes Unit One Board of Directors**, and neither the **Lot Owners** nor the **Glenlakes Unit One Association**, nor the use of the **Properties** by **Lot** occupants shall interfere with the completion of the contemplated improvements and the sale of the **Lots**, and the control of the **Architectural Committee** shall remain with the **Declarant**. The **Declarant** may make such use of the unsold **Lots** and of the **Glenlakes Unit One Common Areas** and facilities as may facilitate such completion and sale, including, but not limited to, showing of **Glenlakes Unit One** and the display of signs.

**Section 5.4 Assignment.** The share of the **Glenlakes Unit One Member** in the funds and assets of the **Glenlakes Unit One Association** cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to said **Lot**.

**Section 5.5 Glenlakes Unit One Board of Directors.** The affairs of the **Glenlakes Unit One Association** shall be conducted by a **Glenlakes Unit One Board of Directors** which shall consist of such number as shall, from time to time, be determined and fixed by a **Majority** of the voting rights present at any annual or special meeting of the **Glenlakes Unit One Members**. The **Glenlakes Unit One Association** shall have the right to amend the **Glenlakes Unit One By-Laws** for the purposes of changing the number of members on the **Glenlakes Unit One Board of Directors**.

**Section 5.6 Glenlakes Unit One By-Laws.** The **Glenlakes Unit One Association** and the **Glenlakes Unit One Members** shall be governed by the **Glenlakes Unit One By-Laws** which shall be adopted by the **Glenlakes Unit One Members**.

**Section 5.7 Availability of Records.** The **Glenlakes Unit One Association** shall make available to the **Lot Owners** in **Glenlakes Unit One**, prospective purchasers, **Eligible Mortgage Holders of Mortgages** on any **Lot** in **Glenlakes Unit One**, current copies of this **Declaration**, the **Glenlakes Unit One By-Laws**, **Rules and Regulations** and other books, records, financial statements and the most recent annual audited or unaudited financial statement of the **Glenlakes Unit One Association**, if such audited or unaudited financial statement is prepared. "**Available**" shall mean available for inspection upon request, during normal business hours or under reasonable circumstances.

**Section 5.8 Indemnification.** The **Glenlakes Unit One Association** shall indemnify every officer and member of the **Glenlakes Unit One Board of Directors** against any and all expenses, including attorney's fees, imposed upon or reasonably incurred by any officer or member of the **Glenlakes Unit One Board of Directors** in connection with any action, suit or other proceeding (including settlement of any suit or proceedings, if approved by the **Glenlakes Unit One Board of Directors**) to which said member of the **Glenlakes Unit One Board of Directors** may be a party by reason of being or having been an officer or member of the **Glenlakes Unit One Board of Directors**. The officers and members of the **Glenlakes Unit One Board of Directors** shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and members of the **Glenlakes Unit One Board of Directors** shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the **Glenlakes Unit One Association** (except to the extent that such officers or members of the **Glenlakes Unit One Board of Directors** may also be **Glenlakes Unit One Members**), and the **Glenlakes Unit One Association** shall indemnify and forever hold each such officer and member of the **Glenlakes Unit One Board of Directors** free and harmless against any and all liability to others on account of any such contract or commitment, and any right to indemnification provided for in this **Declaration** shall not be exclusive of any other rights to which any officer or member of the **Glenlakes Unit One Board of Directors** or former officer or member of the **Glenlakes Unit One Board of Directors** may be entitled. The **Glenlakes Unit One Association** shall maintain adequate general liability and officers and directors liability insurance to fund this obligation, if such coverage is reasonably obtainable.

**Section 5.9 Reserve Fund.** The **Glenlakes Unit One Association** shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the **Glenlakes Unit One Common Areas**. The fund shall be maintained out of the **Glenlakes Unit One Assessments** for the **Glenlakes Unit One Common Expenses**.

**Section 5.10 Master Association.**

A. The **Master Declaration** imposes upon **Glenlakes Unit One** and other property as described in the **Master Declaration** certain covenants, restrictions, reservations, regulations, burdens and liens, as more particularly provided for in the **Master Declaration**.

**B.** The **Master Association** has been created for the purpose of maintaining, repairing, renovating, replacing, operating, managing and administering aspects of the **Common Area** as is defined in the **Master Declaration**. Every **Owner of a Lot** in the **Properties** including the **Owners of Lots in Glenlakes Unit One** shall be a **Member** of the **Master Association**, all as more particularly provided in the **Master Declaration**. The **Master Association** shall act as a umbrella association. Some or all other associations or similar entities established pursuant to the various other developments annexed into the **Properties** shall be **Members** of the **Master Association** and shall represent each **Lot Owner**, tenant or other **Person** within each **Neighborhood**. It is further contemplated that each such association and similar entity will appoint **one (1)** or more persons who will represent that association or similar entity before the **Master Association**; however, due to the nature of the different types of developments, each said association and similar entity may share in various degrees in the use and enjoyment of the **Common Area** and of the **Master Association**, may bear different amounts of the expense of the maintenance, repair, replacement and operation of said **Common Area** and may be entitled to more than **one (1)** vote in the affairs of the **Master Association**.

**C.** The **Glenlakes Unit One Association** shall be a member of the **Master Association**. The **Glenlakes Unit One Members** shall elect a senior elected officer who shall serve as the **Voting Member** of the **Glenlakes Unit One Association**, as provided for in the **Master Declaration**, and shall cast all votes attributable to the **Lots in Glenlakes Unit One** on all **Master Association** matters requiring a membership vote. The **Glenlakes Unit One By-Laws** shall set out the procedure for the election of a **Voting Member**.

**D.** The **Glenlakes Unit One Association** (and, in turn, the **Glenlakes Unit One Members**) shall be assessed as a **Common Expense** a share of the cost and expense of maintaining, repairing, renovating, replacing, operating, managing and administering, the **Common Area** owned by the **Master Association** which **Assessment** shall be enforceable by the **Master Association** against each **Lot Owner** the same as, in the same manner and with the same penalties for delinquent or nonpayment of the **Assessment for Common Expenses** as is set out in the **Master Declaration**.

**E.** The **Master Association** shall determine the budget required for the **Master Association** to carry out and perform the obligations of the **Master Association** and each **Lot** in the **Properties** (including **Glenlakes Unit One**) shall be responsible for the share of said **Lot** of the **Assessments** of the **Master Association** as more particularly provided in the **Master Declaration**. The applicable share of such **Assessments** due from a **Lot** shall constitute a lien upon such **Lot** all as more particularly provided in the **Master Declaration**.

**F.** The **Master Association** may promulgate reasonable **Rules and Regulations** concerning the use and enjoyment of the **Common Area** (including the **Glenlakes Unit One Common Area**) which may be amended from time to time, including the right to enforce said **Rules and Regulations** by assessing fines and monetary penalties against those responsible for violations thereof which said fines and monetary penalties may be collected and enforced in the same manner as **Assessments for Common Expenses**, all as provided in the **Master Declaration**.

**G.** Any party who accepts or acquires any interest of any kind or nature in **Glenlakes Unit One**, whether by deed, mortgage, judgment lien, or otherwise, shall have appointed and is deemed to have appointed the **Declarant** as that party's irrevocable true and lawful attorney-in-fact, coupled with an interest, for that party and in that party's name, place and stead to sign, seal, execute and deliver any and all documents and instruments in order to effectuate membership in the **Master Association**, and to be bound and liable for the share of **Common Expense**. The power of attorney shall be a durable power of attorney and shall not be affected by the disability, incompetency, or incapacity of the principal.

H. It is further contemplated that various of the associations and other similar entities may merge together or consolidate with each other, or with the **Master Association**, in which case, upon merger, combination or consolidation, the property rights and obligations may, by operational law, be transferred to another surviving or consolidated association, or, in the alternative, the **Properties** (including **Glenlakes Unit One**) shall and obligations of another association may, by operation of law, be added to the properties of the surviving association as a surviving association pursuant to a merger, combination or consolidation. The surviving or consolidated association may administer the provisions of this **Declaration** within **Glenlakes Unit One** together with the Covenants and Restrictions established upon any other properties as one scheme. No such merger, combination or consolidation, however, shall effect any revocation or change of, or addition to the Covenants and Restrictions established by this **Declaration** within **Glenlakes Unit One**, except as provided in this **Declaration**.

I. The terms and provisions of the **Master Declaration**, and the **By-Laws** of the **Master Association**, and any amendments to the aforesaid documents, shall be deemed repeated and re-alleged in this **Declaration** just as though they were attached as exhibits to this **Declaration**.

#### **Article VI** **Rights and Obligations of the Glenlakes Unit One Association** **and the Master Association**

**Section 6.1 Master Declaration.** The provisions of **Article VI** of the **Master Declaration** are incorporated in this **Declaration** as though **Article VI** of the **Master Declaration** was set out in full in this **Declaration**. The provisions of **Article VI** of the **Master Declaration** apply to **Glenlakes Unit One** and to the **Glenlakes Unit One Common Property**.

**Section 6.2 Glenlakes Unit One Common Area.** The **Declarant**, or the **Master Association** and the **Glenlakes Unit One Association**, shall have the right to provide in any instrument of conveyance or agreement that the **Glenlakes Unit One Common Area** is an **Exclusive Common Area** for the exclusive use and benefit of the **Owners** of the **Lots** in **Glenlakes Unit One**. Said instrument of conveyance or agreement may provide for the allocation of the costs associated with maintenance, repair, replacement and insurance of said **Exclusive Common Area** and the **Assessment** against some but not all of the **Owners** of **Lots**. The terms and conditions of **Section 1.13** of the **Master Declaration** are specifically incorporated in this **Section 6.2** as if fully set out.

**Section 6.3 Personal Property and Real Property for Common Use.** The **Glenlakes Unit One Association**, through action of the members of the **Glenlakes Unit One Board of Directors**, may acquire, hold and dispose of tangible and intangible personal property and real property. The members of the **Glenlakes Unit One Board of Directors**, acting on behalf of the **Glenlakes Unit One Association**, shall accept any real or personal property, leasehold or other property interests within **Glenlakes Unit One** conveyed to the **Glenlakes Unit One Association** by the **Declarant**.

**Section 6.4 Rules and Regulations.** The **Declarant**, the **Master Association** and the **Glenlakes Unit One Association** each may make and enforce reasonable **Rules and Regulations** governing the use of **Glenlakes Unit One**, which **Rules and Regulations** shall be consistent with the rights and duties established by the **Master Declaration** or this **Declaration**. Sanctions may include reasonable monetary fines and suspension of the right to vote and the right to use any recreational facilities on the **Glenlakes Unit One Common Area**. The members of the **Glenlakes Unit One Board of Directors** shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the **Glenlakes Unit One By-Laws**.

The **Glenlakes Unit One Association**, through the members of the **Glenlakes Unit One Board of Directors**, by contract or other agreement, shall have the right to enforce city or county ordinances or permit said City or County to enforce ordinances on **Glenlakes Unit One** for the benefit of the **Glenlakes Unit One Association** and the **Glenlakes Unit One Members**.

**Section 6.5 Implied Rights.** The **Glenlakes Unit One Association** may exercise any other right or privilege given to the **Glenlakes Unit One Association** expressly by this **Declaration** or the **Glenlakes Unit One By-Laws** and every other right or privilege reasonably to be implied from the existence of any right or privilege given to the **Glenlakes Unit One Association** as provided in this **Declaration** or reasonably necessary to effectuate any such right or privilege.

**Section 6.6 Self-Help.** In addition to any other remedies provided for in this **Declaration**, **Glenlakes Unit One Association**, or the duly authorized agent of the **Glenlakes Unit One Association**, shall have power to enter upon a **Lot** in **Glenlakes Unit One** or any portion of the **Glenlakes Unit One Common Property** to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates this **Declaration**, the **Glenlakes Unit One By-Laws**, the **Rules and Regulations** or the use restrictions. Unless an emergency situation exists, the **Glenlakes Unit One Board of Directors** shall give the violating **Lot Owner** ten (10) days' written notice of the intent of the **Glenlakes Unit One Board of Directors** to exercise self-help. All costs of self-help including reasonable attorney's fees actually incurred shall be assessed by the **Glenlakes Unit One Association** against the violating **Lot Owner** and shall be collected as provided in this **Declaration** for the collection of the **Glenlakes Unit One Assessments**.

**Section 6.7 Right of Entry.** The **Glenlakes Unit One Association** shall have the right, in addition to and not in limitation of the rights the **Glenlakes Unit One Association** may have, to enter into **Lots** in **Glenlakes Unit One** for emergency, security or safety purposes, which right may be exercised by the **Glenlakes Unit One Board of Directors**, or the officers, agents, employees, managers of the **Glenlakes Unit One Board of Directors** and all police officers, fire fighters, ambulance personnel and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be during reasonable hours and after reasonable notice to the **Owner** or occupant of the **Lot**.

**Section 6.8 Governmental Interests.** The **Glenlakes Unit One Association** shall permit the **Declarant** reasonable authority to designate sites within **Glenlakes Unit One** for fire, police, water and sewer facilities.

## **Article VII**

### **Covenants for Maintenance**

**Section 7.1 Master Declaration.** The provisions of **Article VII** of the **Master Declaration** are incorporated in this **Declaration** as though **Article VII** of the **Master Declaration** was set out in full in this **Declaration**. The provisions of **Article VII** of the **Master Declaration** apply to **Glenlakes Unit One** and to the **Glenlakes Unit One Common Property**.

### **Section 7.2 Responsibility of the Glenlakes Unit One Association.**

**A.** The **Glenlakes Unit One Association** shall maintain and keep in good repair the **Glenlakes Unit One Common Property**, such maintenance to be funded as provided in this **Declaration**. This maintenance shall include, but need not be limited to, maintenance, repair and replacement of all landscaping and other flora, structures, and improvements situated upon the **Glenlakes Unit One Common Areas**, including, but not limited to, drainage systems, recreation and open space, lighting systems, estuarine systems, utilities, traffic control devices, the mosquito control program, the pedestrian system and such portions of any such property included within the **Glenlakes Unit One Common Areas** as may be dictated by this **Declaration**, or by a contract or agreement for maintenance thereof by the **Glenlakes Unit One Association**.

Except as otherwise specifically provided in the **Master Declaration** or in this **Declaration**, all costs associated with maintenance, repair and replacement of the **Glenlakes Unit One Common Areas** shall be the **Glenlakes Unit One Common Expense** to be allocated among all **Lots** in **Glenlakes Unit One** as part of the **Glenlakes Unit One Base Assessment**.

The **Glenlakes Unit One Association** may maintain property which the **Glenlakes Unit One Association** does not own, including, without limitation, property dedicated to the public, if the **Glenlakes Unit One Board of Directors** determines that such maintenance is necessary or desirable to maintain the **Community-Wide Standard**.

B. The terms and conditions of **Article VIII** of this **Declaration** shall generally apply to the **Glenlakes Unit One Assessments** provided for in this **Section 7.2**.

**Section 7.3 Responsibility of the Owner.** Each **Owner** of a **Lot** in **Glenlakes Unit One** shall keep all **Lots** owned by said **Owner**, and all improvements, in a safe, clean and attractive condition and in good order and repair. Such maintenance obligation shall include, without limitation, the following: prompt removal of all litter, trash, refuse and waste; lawn mowing on a regular basis; tree and shrub pruning; watering landscaped areas; keeping improvements, exterior lighting and maintenance facilities in good repair and working order; keeping lawn and garden areas alive, free of weeds and attractive, keeping driveways in good repair; complying with all governmental health and police requirements; and repair of exterior damage to improvements, all in a manner and with such frequency as is consistent with good property management. If, in the opinion of the **Glenlakes Unit One Association**, any **Owner** of a **Lot** in **Glenlakes Unit One** fails to perform the duties imposed by this **Section 7.3** after **fifteen (15) days'** written notice from the **Glenlakes Unit One Association** to said **Owner** to remedy the condition in question, the **Glenlakes Unit One Association** shall have the right, through the agents and employees of the **Glenlakes Unit One Association**, to enter upon said **Lot** in question and to repair, maintain, repaint and restore the **Lot** or such improvements and the cost thereof shall be a binding, personal obligation of such **Owner** when billed by the **Glenlakes Unit One Association** as well as a lien upon the **Lot** in question. The lien provided in this **Section 7.3** shall have the same enforceability and priority as the lien provided for in **Article VIII** of this **Declaration**.

#### **Article VIII** **Covenants for Maintenance Assessments**

**Section 8.1 Master Declaration.** The provisions of **Article VIII** of the **Master Declaration** are incorporated in this **Declaration** as though **Article VIII** of the **Master Declaration** was set out in full in this **Declaration**. The provisions of **Article VIII** of the **Master Declaration** apply to **Glenlakes Unit One** and to the **Glenlakes Unit One Common Property**.

**Section 8.2 Creation of the Glenlakes Unit One Assessments.** Subject to the terms and conditions of this **Declaration**, there are created **Glenlakes Unit One Assessments** on **Glenlakes Unit One** by this **Declaration** for the **Glenlakes Unit One Association** expenses as may from time to time specifically be authorized by the **Glenlakes Unit One Board of Directors** to be commenced at the time and in the manner set forth in this **Declaration**. The **Glenlakes Unit One Assessments** do not apply to the property described on the **Conceptual Master Plan** except **Glenlakes Unit One**. The **Declarant** shall not be obligated to pay the **Glenlakes Unit One Assessment** on the **Lots** or property owned by the **Declarant** unless the **Declarant** voluntarily elects to pay the **Glenlakes Unit One Assessment**. There shall be **two (2)** types of **Glenlakes Unit One Assessments**: (a) the **Glenlakes Unit One Base Assessments** to fund the **Glenlakes Unit One Common Expenses** for the benefit of the **Glenlakes Unit One Members**; (b) the **Glenlakes Unit One Special Assessments** as described in this **Declaration**.

The **Glenlakes Unit One Base Assessments** and the **Glenlakes Unit One Special Assessments** shall be levied equally on all **Lots** in **Glenlakes Unit One** unless otherwise specified in this **Declaration** or otherwise specified in any amendments to this **Declaration** or otherwise specified in any **Supplemental Declaration**. The **Glenlakes Unit One Assessments** shall be levied on all **Lots** within **Glenlakes Unit One** as provided in this **Declaration**. Except as provided in this **Declaration**, each **Owner**, by acceptance of a deed or recorded contract of sale to any **Lot** in **Glenlakes Unit One** or any other portion of **Glenlakes Unit One**, is deemed to covenant and agree to pay the **Glenlakes Unit One Assessments**. Anything else contained in this **Declaration** to the contrary, the **Glenlakes Unit One Assessments** shall not

be levied on any **Lots** owned by the **Declarant**, or levied on any other property owned by the **Declarant** in **Glenlakes Unit One** nor levied on any property owned by the **Declarant** and described in the **Conceptual Master Plan**.

Except as provided in this **Declaration**, the **Glenlakes Unit One Assessments** together with interest at a rate not to exceed the highest rate allowed by **Alabama Law** as computed from the date the delinquency first occurs, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the **Lot** against which the **Glenlakes Unit One Assessment** is made. The **Glenlakes Unit One 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 **Lot** at the time the **Glenlakes Unit One Assessment** arose and the grantee of said **Owner** shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance.

The **Glenlakes Unit One Association** shall, upon demand at any time, furnish to any **Owner** liable for any type of **Glenlakes Unit One Assessment** a certificate in writing signed by an officer or management agent of the **Glenlakes Unit One Association** setting forth whether the **Glenlakes Unit One Assessment** has been paid as to any particular **Lot**. Such certificate shall be conclusive evidence of payment to the **Glenlakes Unit One Association** of the **Glenlakes Unit One Assessment** therein stated to have been paid. The **Glenlakes Unit One Association** may require the advance payment of a processing fee for the issuance of such certificate.

The **Glenlakes Unit One Assessments** shall be paid in such manner and on such dates as may be fixed by the **Glenlakes Unit One Board of Directors** which may include, without limitation, acceleration of the **Glenlakes Unit One Assessments** for delinquents.

Except as provided in this **Declaration**, no **Owner** may waive or otherwise be exempted from liability for the **Glenlakes Unit One Assessments** provided for in this **Declaration**, including, by way of illustration and not limitation, by non-use of the **Glenlakes Unit One Common Areas** or abandonment of the **Lot**. The obligation to pay the **Glenlakes Unit One Assessment** is a separate and independent covenant on the part of each **Owner**. No diminution or abatement of the **Glenlakes Unit One Assessment** or set-off shall be claimed or allowed by reason of any alleged failure of the **Glenlakes Unit One Board of Directors** to take some action or perform some function required to be taken or performed by the **Glenlakes Unit One Board of Directors** under this **Declaration** or the **Glenlakes Unit One By-Laws**, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the **Glenlakes Unit One Association**, or from any action taken to comply with any law, ordinance or with any order or directive of any municipal or other governmental authority. **Provided, However**, notwithstanding any other provision elsewhere contained in this **Declaration**, the **Declarant** shall not be obligated to pay the **Glenlakes Unit One Assessment**, or otherwise, on **Lots** or property owned by the **Declarant** unless the **Declarant** voluntarily elects to pay said **Glenlakes Unit One Assessment**.

The **Declarant** may elect, at the sole discretion of the **Declarant**, to pay a part of the actual expenditures required to operate the **Glenlakes Unit One Association** during the fiscal year. The **Declarant** may make said payments in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of these. The **Declarant** shall not be obligated to make the payments as provided for in this Paragraph.

The **Glenlakes Unit One Association** is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with the **Declarant** or other entities for the payment of some portion of the **Glenlakes Unit One Common Expenses**.

So long as the **Declarant** owns any **Lots** in **Glenlakes Unit One**, or owns any property in **Glenlakes Unit One**, or owns any property described on the **Conceptual Master Plan**, the **Declarant** shall have the option, in the sole discretion of the **Declarant**, to (i) pay the **Glenlakes Unit One Assessments** on the **Lots** in **Glenlakes Unit One** owned by the **Declarant**, or (ii) not to pay the **Glenlakes Unit One Assessments** on the **Lots** in **Glenlakes Unit One**. The **Declarant** may from time to time change the option stated above. When all **Lots** within **Glenlakes Unit One** are sold and conveyed to purchasers, neither the **Declarant**, nor the affiliates of the **Declarant**, shall have any further liability of any kind to the **Glenlakes Unit One Association** for the payment of the **Glenlakes Unit One Assessments**. In no event shall the **Declarant** ever be obligated to pay the **Glenlakes Unit One Assessments**.

**Section 8.3 Computation of the Glenlakes Unit One Base Assessment.** It shall be the duty of the **Glenlakes Unit One Board of Directors**, at least **sixty (60) days** before the beginning of each fiscal year, to prepare a budget covering the estimated **Glenlakes Unit One Common Expenses** of the **Glenlakes Unit One Association** during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared.

Subject to the rights reserved in this **Declaration** to the **Declarant**, the **Glenlakes Unit One Board of Directors** shall cause a copy of the **Glenlakes Unit One Common Expense** budget and notice of the amount of the **Glenlakes Unit One Base Assessment** to be levied against each **Lot** in **Glenlakes Unit One** for the following year to be delivered to each **Owner** at least **thirty (30) days** prior to the beginning of the fiscal year. Such budget and the **Glenlakes Unit One Base Assessment** shall become effective unless disapproved by the vote of the **Glenlakes Unit One Members** entitled to vote.

Notwithstanding the foregoing, however, in the event the proposed budget is not approved or the **Glenlakes Unit One Board of Directors** fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided in this **Declaration**, the budget in effect for the immediately preceding year shall continue for the current year.

**Section 8.4 The Glenlakes Unit One Special Assessments.** Except as provided in this **Declaration**, in addition to any other **Assessment** provided for in this **Declaration** including, but not limited to the **Glenlakes Unit One Base Assessments**, the **Glenlakes Unit One Association** may levy the **Glenlakes Unit One Special Assessment** or the **Glenlakes Unit One Special Assessments** on **Glenlakes Unit One** from time to time; provided, the **Glenlakes Unit One Special Assessment** shall have the affirmative vote or written consent of the **Glenlakes Unit One Members** representing at least **fifty-one percent (51%)** of the **Glenlakes Unit One Members**. The obligation to pay the **Glenlakes Unit One Special Assessments** shall be computed on the same basis as for the **Glenlakes Unit One Base Assessments** and shall be levied only against the **Lots** in **Glenlakes Unit One**. The **Glenlakes Unit One Special Assessments** shall be payable in such manner and at such times as determined by the **Glenlakes Unit One Board of Directors**, and may be payable in installments extending beyond the fiscal year in which the **Glenlakes Unit One Special Assessment** is approved, if the **Glenlakes Unit One Board of Directors** so determines. **Provided, However,** notwithstanding any other provision elsewhere contained in this **Declaration**, the **Declarant** shall not be obligated to pay any **Glenlakes Unit One Special Assessment** unless the **Declarant** voluntarily elects to pay the **Glenlakes Unit One Special Assessment**.

The **Glenlakes Unit One Association** may also levy the **Glenlakes Unit One Special Assessment** against the **Glenlakes Unit One Members**, except the **Declarant**, to reimburse the **Glenlakes Unit One Association** for costs incurred in bringing the **Glenlakes Unit One Member** and the **Lot** of the **Glenlakes Unit One Member** into compliance with the provisions of this **Declaration**, any amendments to this **Declaration**, the **Glenlakes Unit One Articles of Incorporation**, the **Glenlakes Unit One By-Laws** and the **Rules and Regulations** which **Glenlakes Unit One Special Assessment** may be levied upon the vote of the **Glenlakes Unit One Board of Directors** after notice to the **Glenlakes Unit One Member** and an opportunity for a hearing.

**Section 8.5 Lien for Assessments.** Except as provided in this Declaration, the **Glenlakes Unit One Association** is granted a lien on each **Lot** in **Glenlakes Unit One** and upon the goods, furniture and effects belonging to the **Lot Owner** and located in such **Lot**. Said lien shall secure and does secure the monies due for all the **Glenlakes Unit One Assessments** levied against the **Lot** in **Glenlakes Unit One** which lien shall also secure such late charges, penalties and interest, if any, which may be due on the amount of any delinquent **Glenlakes Unit One Assessment** owing to the **Glenlakes Unit One Association**, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by the **Glenlakes Unit One Association** in enforcing this lien upon the **Lot** in **Glenlakes Unit One**. The sale or transfer of any **Lot** shall not affect the **Glenlakes Unit One Assessment** lien. **Provided, However,** notwithstanding any other provision elsewhere contained in this Declaration, no lien for the **Glenlakes Unit One Assessments** shall be imposed on any **Lot** or other property owned by the **Declarant**.

Such lien, when delinquent, may be enforced by suit, judgment and foreclosure.

Except as provided for in this Declaration, the lien for the **Glenlakes Unit One Assessments**, including interest, late charges and costs (including attorney's fees) provided for in this Declaration, shall be subordinate to the lien of any **first (1<sup>st</sup>) Mortgage** or **first (1<sup>st</sup>) vendor's** lien upon any **Lot** held by an **Eligible Mortgage Holder**.

A sale or transfer pursuant to a foreclosure of a **first (1<sup>st</sup>) Mortgage** or vendor's lien held by an **Eligible Mortgage Holder** shall extinguish a subordinate lien for the **Glenlakes Unit One Assessments** which became payable prior to such sale or Transfer. **Provided, However,** a sale or transfer pursuant to a foreclosure of a **first (1<sup>st</sup>) Mortgage** or vendor's lien held by an **Eligible Mortgage Holder** shall not extinguish the lien of the **Glenlakes Unit One Association** to the extent of the **Common Expense Assessments** based on the periodic budget adopted by the **Glenlakes Unit One Association** which would have become due in the absence of acceleration during the **six (6) months** immediately preceding the institution of an action to enforce the lien. However, any such delinquent **Glenlakes Unit One Assessments** which were extinguished pursuant to the foregoing provision may be reallocated and assessed to all of the **Lots** as the **Glenlakes Unit One Common Expense**. Any such sale or transfer pursuant to foreclosure does not relieve the purchaser or transferee of a **Lot** from liability for, nor the **Lot** from the lien of, any **Glenlakes Unit One Assessments** made thereafter.

The **Glenlakes Unit One Association**, acting on behalf of the **Owners**, shall have the power to bid for the **Lot** at foreclosure sale and to acquire and hold, lease, **Mortgage** and convey the same. During the period in which a **Lot** is owned by the **Glenlakes Unit One Association** following foreclosure: (a) No right to vote shall be exercised on behalf of the **Glenlakes Unit One Association**; (b) the **Glenlakes Unit One Assessments** shall not be assessed or levied on the **Glenlakes Unit One Association**; and (c) each other **Lot** shall be charged, in addition to the **Glenlakes Unit One Assessments**, the pro rata share of the **Glenlakes Unit One Assessments** that would have been charged such **Lot** had said **Lot** not been acquired by the **Glenlakes Unit One Association** as a result of foreclosure. Suit to recover a money judgment for unpaid **Glenlakes Unit One Common Expenses** and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

**Section 8.6 Capital Budget and Contribution.** The **Glenlakes Unit One Board of Directors** shall annually prepare a capital budget to take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The **Glenlakes Unit One Board of Directors** shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the **Glenlakes Unit One Association**, as shown on the capital budget, with respect both to amount and installments of the **Glenlakes Unit One Assessment** to be paid over the period of the budget. The capital contribution required, if any, shall be fixed by the **Glenlakes Unit One Board of Directors** and included within and distributed with the budget and the **Glenlakes Unit One Assessment**, as provided in this Declaration.

**Section 8.7** **Date of Commencement of Assessments.** Except as provided in this **Declaration**, the **Glenlakes Unit One Base Assessment** provided for by this **Declaration** shall commence as to each **Lot** in **Glenlakes Unit One** on the **first (1<sup>st</sup>)** day of the **first (1<sup>st</sup>)** month following the effective date of the **first (1<sup>st</sup>)** budget imposed by the **Glenlakes Unit One Association**. The **Glenlakes Unit One Assessments** shall be due and payable in a manner and on a schedule as the **Glenlakes Unit One Board of Directors** may provide. The **first (1<sup>st</sup>) Glenlakes Unit One Base Assessment** shall be adjusted according to the number of days remaining in the fiscal year at the time the **Glenlakes Unit One Base Assessment** commences on the **Lot** in **Glenlakes Unit One**. The **Glenlakes Unit One Special Assessment** shall be due and payable in a manner and on a schedule as the **Glenlakes Unit One Board of Directors** may provide.

**Section 8.8** **Capitalization of the Glenlakes Unit One Association.** Upon acquisition of record title to a **Lot** in **Glenlakes Unit One** by the **first (1<sup>st</sup>)** purchaser of a **Lot** in **Glenlakes Unit One** other than the **Declarant**, or the successor-in-title or assigns of the **Declarant** who take title to any portion of **Glenlakes Unit One** for purposes of development and sale and are designated as the **Declarant** in a recorded instrument executed by the immediately preceding **Declarant**, a contribution shall be made by or on behalf of the purchaser to the working capital of the **Glenlakes Unit One Association** in an amount to be determined by the **Declarant** prior to the closing. This amount shall be disbursed to the **Glenlakes Unit One Association** for use in covering operating expenses and other expenses incurred by the **Glenlakes Unit One Association** pursuant to the terms of this **Declaration** and the **Glenlakes Unit One By-Laws**.

**Section 8.9** **Uniform Rate of the Glenlakes Unit One Assessment.** Except as provided in this **Declaration**, the **Glenlakes Unit One Assessments** shall be fixed at a uniform rate for all **Lots** in **Glenlakes Unit One**. The **Master Declaration**, the **Glenlakes Unit One Declaration** or any **Supplemental Declaration** may provide that the **Assessments** may be fixed at a rate which is not uniform for all **Lots** in **Glenlakes Unit One**. The **Glenlakes Unit One Assessments** are **Assessments** that are in addition to the **Assessments** provided for in the **Master Declaration**.

**Section 8.10** **Effect of Nonpayment of the Glenlakes Unit One Assessments: Remedies of the Glenlakes Unit One Association.** The **Glenlakes Unit One Assessment**, if not paid when due, shall be delinquent. The **Glenlakes Unit One Assessments** which are delinquent for a period of more than **ten (10) days** shall incur a late charge and bear interest thereon in an amount and at a rate to be set by the **Glenlakes Unit One Board of Directors**, but in no event greater than the maximum percentage rate as may then be permitted under the laws of the **State of Alabama**. In the event the **Glenlakes Unit One Assessment** remains unpaid after **thirty (30) days**, the **Glenlakes Unit One Association** may bring an action at law or in equity against the **Owner** personally obligated to pay the same, foreclose the lien against the property or seek injunctive relief and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of the **Glenlakes Unit One Assessment**. Each **Owner**, by acceptance of a **Deed** to a **Lot** in **Glenlakes Unit One**, or as a party to any other type of conveyance, expressly vests in the **Glenlakes Unit One Association** or the agents of the **Glenlakes Unit One Association** the right and power to bring all actions against such **Owner** personally for the collection of each charge as a debt and to foreclose the aforesaid lien by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the **Glenlakes Unit One Association** in a like manner as a **Mortgage** lien on real property, and such **Owner** expressly grants to the **Glenlakes Unit One Association** a power of sale in connection with said lien. The lien provided for in this **Declaration** shall be in favor of the **Glenlakes Unit One Association** and shall be for the benefit of all **Lot Owners**. The **Glenlakes Unit One Association**, acting on behalf of the **Lot Owners**, shall have the power to bid for an interest foreclosed at foreclosure sale and to acquire and hold, lease, **Mortgage** and convey the same. With the exception of the **Declarant**, no **Owner** may waive or otherwise escape liability for the **Glenlakes Unit One Assessments** by non-use of the **Glenlakes Unit One Common Area** or abandonment of **Lot**.

All payments shall be applied first to costs and attorney's fees, then to late charges, then to interest, then to delinquent **Glenlakes Unit One Assessments**, then to any unpaid installments of the annual **Glenlakes Unit One Assessment** or the **Glenlakes Unit One Special Assessment**, which are not the subject matter of suit in the order of their coming due, and then to any unpaid installments of the **Glenlakes Unit One Assessment** which are the subject matter of suit in the order of their coming due.

**Section 8.11 Exempt Property.** Notwithstanding anything to the contrary in this **Declaration**, the following property shall be exempt from payment of the **Glenlakes Unit One Assessment**:

- A. The **Glenlakes Unit One Common Area**;
- B. all property dedicated to and accepted by any governmental authority or public utility; and
- C. all **Lots** or property owned by the **Declarant**.

#### **Article IX** **Insurance and Casualty Loss**

**Section 9.1. Master Declaration.** The provisions of **Article IX** of the **Master Declaration** are incorporated in this **Declaration** as though **Article IX** of the **Master Declaration** was set out in full in this **Declaration**. The provisions of **Article IX** of the **Master Declaration** apply to **Glenlakes Unit One** and to the **Glenlakes Unit One Common Property**.

**Section 9.2 Glenlakes Unit One Association.** The **Glenlakes Unit One Association** is authorized to purchase and maintain insurance on the **Glenlakes Unit One Common Property** and on any **Lot** owned by the **Glenlakes Unit One Association**, together with any improvements on the **Glenlakes Unit One Common Property** or said **Lot**, in such forms and such amounts, with such deductibles, and with such companies as the **Glenlakes Unit One Board of Directors** shall deem appropriate.

A. All hazard insurance policies obtained by the **Glenlakes Unit One Association** shall designate the **Glenlakes Unit One Association** as the named insured as insurance trustee for the benefit of all **Owners** and their **Mortgagees** as their respective interests may appear. In the event of loss or damage, all insurance proceeds paid pursuant to a policy purchased by the **Glenlakes Unit One Association** shall be paid to the **Glenlakes Unit One Association** as insurance trustee under the provisions of this **Declaration**.

B. The **Glenlakes Unit One Association** shall obtain, if reasonably available, comprehensive public liability insurance with limits and provisions as approved by the **Glenlakes Unit One Board of Directors**.

C. The **Glenlakes Unit One Association** shall obtain workers' compensation insurance to meet the requirements of **Alabama Law**.

D. All premiums upon insurance policies purchased by the **Glenlakes Unit One Association** shall be assessed as a **Glenlakes Unit One Common Expense** to the **Owners** of the **Glenlakes Unit One Association**.

E. Each **Owner** shall be deemed to have delegated to the **Glenlakes Unit One Association** the right of said **Owner** to adjust with insurance companies all losses under policies purchased by the **Glenlakes Unit One Association**, subject to the rights of the **Mortgagees**.

**Section 9.3 Owner.** Each **Owner** of a **Lot** in **Glenlakes Unit One** shall be obligated to obtain liability or hazard insurance for the benefit of said **Owner**.

**Section 9.4 Reconstruction or Repair after Casualty.** In the event of the damage or destruction of all or part of any improvement or **Lot** in **Glenlakes Unit One**, the **Owner** shall be responsible for the prompt reconstruction and repair of the damaged or destroyed improvement or **Lot** after such casualty or, at the election of the **Owner**, the improvement shall be removed and the **Lot** restored to its original condition. **Provided, However,** should the **Owner** fail to repair or replace the damaged or destroyed improvement or **Lot**, or remove the improvements from the **Lot** and restore the **Lot** to the original condition of the **Lot**, within a reasonable period of time (not to exceed **one hundred eighty (180) days**), the **Glenlakes Unit One Association** may, but shall not be obligated to, do so for the account of said **Owner** and may assess the **Lot** accordingly and, thereafter, be subrogated to any insurance proceeds.

If any **Owner** fails to perform the duties imposed on said **Owner** by this **Declaration** after **fifteen (15) days'** written notice from the **Glenlakes Unit One Board of Directors** of the **Glenlakes Unit One Association** to the **Owner** to remedy the condition in question, the **Glenlakes Unit One Association** shall have the right, through the agents and employees of the **Glenlakes Unit One Board of Directors** to enter upon the **Lot** in question and to repair, maintain, repaint and restore or remove the improvements on the **Lot** and restore the **Lot** to the original condition of said **Lot** and the cost thereof shall be a binding, personal obligation of such **Owner** when billed by the **Glenlakes Unit One Association** as well as a lien upon the **Lot** in question. The lien provided for in this **Section 9.4** shall have the same enforceability and priority as the lien provided for in **Article VIII** of this **Declaration**.

In the event of the damage or destruction of all or part of the improvements on the **Glenlakes Unit One Common Property**, the **Glenlakes Unit One Association** shall be responsible for the prompt reconstruction and repair of the improvements after such casualty. **Provided, However,** the **Glenlakes Unit One Board of Directors** of the **Glenlakes Unit One Association** may elect not to reconstruct or repair the improvements on the **Glenlakes Unit One Common Property**. Reconstruction or repair shall be mandatory unless a **Majority** of the **Glenlakes Unit One Board of Directors** of the **Glenlakes Unit One Association** vote that it is not necessary to repair or reconstruct said damaged or destroyed improvement. Any reconstruction or repair must comply in all other respects with the terms, conditions and provisions of this **Declaration**.

#### **Article X** **No Partition**

Except as is permitted in this **Declaration** or amendments to this **Declaration**, there shall be no physical partition of the **Glenlakes Unit One Common Area** or any part of the **Glenlakes Unit One Common Area**, nor shall any **Person** acquiring any interest in **Glenlakes Unit One** or any part of **Glenlakes Unit One** seek any judicial partition unless **Glenlakes Unit One** has been removed from the provisions of this **Declaration**. This **Article X** shall not be construed to prohibit the **Glenlakes Unit One Board of Directors** from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this **Declaration**.

#### **Article XI** **Condemnation**

Whenever all or any part of the **Glenlakes Unit One Common Area** shall be taken (or conveyed in lieu of and under threat of condemnation by the **Glenlakes Unit One Board of Directors** acting on the written direction of the **Glenlakes Unit One Members** representing at least **two-thirds (2/3)** of the total vote of the **Glenlakes Unit One Members** and the **Declarant**, as long as the **Declarant** owns any **Lots** in **Glenlakes Unit One**, or owns any property in **Glenlakes Unit One**, or owns any property described on the **Conceptual Master Plan**) by any authority having the power of condemnation or eminent domain, each **Owner** shall be entitled to notice of said taking. The award made for such taking shall be payable to the **Glenlakes Unit One Association** as trustee for all **Owners** to be disbursed as follows:

If the taking involves a portion of the **Glenlakes Unit One Common Area** on which improvements have been constructed, then, unless within **sixty (60) days** after such taking the **Declarant**, as long as the **Declarant** owns any **Lots** in **Glenlakes Unit One**, or owns any property in **Glenlakes Unit One**, or owns any property described on the **Conceptual Master Plan** and the **Glenlakes Unit One Members** representing at least **seventy-five (75%) percent** of the total vote of the **Glenlakes Unit One Members** shall otherwise agree, the **Glenlakes Unit One Association** shall restore or replace such improvements so taken on the remaining land included in the **Glenlakes Unit One Common Area** to the extent lands are available therefor, in accordance with plans approved by the **Glenlakes Unit One Board of Directors**. If such improvements are to be repaired or restored, the provisions in **Article IX** of this **Declaration** regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the **Glenlakes Unit One Common Area**, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the **Glenlakes Unit One Association** and used for such purposes as the **Glenlakes Unit One Board of Directors** shall determine.

#### **Article XII** **Architectural Standards**

The provisions of **Article XII** of the **Master Declaration** are incorporated in this **Declaration** as though **Article XII** of the **Master Declaration** was set out in full in this **Declaration**. The provisions of **Article XII** of the **Master Declaration** apply to **Glenlakes Unit One** and to the **Glenlakes Unit One Common Property**. The **Architectural Committee** may charge reasonable fees for the submittal and review of plans and specifications submitted to the **Architectural Committee** by any **Owner**.

#### **Article XIII** **Site Development**

The provisions of **Article XIII** of the **Master Declaration** are incorporated in this **Declaration** as though **Article XIII** of the **Master Declaration** was set out in full in this **Declaration**. The provisions of **Article XIII** of the **Master Declaration** apply to **Glenlakes Unit One** and to the **Glenlakes Unit One Common Property**.

#### **Article XIV** **Covenants and Restrictions**

The **Glenlakes Unit One** shall be used only for the purposes designated in the **Master Declaration** and in this **Declaration** and by the **Declarant** as may more particularly be set forth in the **Master Declaration** and in this **Declaration**.

The **Glenlakes Unit One Association** and/or the **Master Association** each shall have authority to make and to enforce the provisions of this **Declaration** and standards and restrictions governing the use of **Glenlakes Unit One** and to impose reasonable user fees for use of the **Glenlakes Unit One Common Area** facilities.

The terms and conditions of this **Article XIV** apply only to **Glenlakes Unit One** and do not apply to any property described on the **Conceptual Master Plan** other than **Glenlakes Unit One**.

**Section 14.1 Master Declaration.** The provisions of **Article XIV** of the **Master Declaration** are incorporated in this **Declaration** as though **Article XIV** of the **Master Declaration** was set out in full in this **Declaration**. The provisions of **Article XIV** of the **Master Declaration** apply to **Glenlakes Unit One** and to the **Glenlakes Unit One Common Property**.

**Section 14.2 Residential Use.** All Lots which are part of **Glenlakes Unit One** and each and every Lot are declared to be residential Lots, and no Lot shall be used except for single-family residential purposes. Except as may be provided elsewhere in this Declaration or in the Master Declaration, no building or structure shall be constructed, erected, altered, placed, remodeled, reconstructed, added to or permitted to remain on any Lot other than a single-family dwelling. No previously approved structure shall be used for any purpose other than that for which said structure was originally designed.

**Section 14.3 Business Use.** Except as provided in this Declaration or in the Master Declaration, no trade or business may be conducted in or from any Lot. Notwithstanding the provisions of this Section 14.3, the leasing of a Lot for single-family residential purposes shall not be considered a trade or business within the meaning of this Section 14.3. This Section 14.3 shall not apply to any activity conducted by Declarant with respect to the use of any Lots by the Declarant or by builders or assignees specifically designated by the Declarant or to Lots which the Declarant owns within **Glenlakes Unit One** nor to the property designated by the Declarant as the sales office or model home of the Declarant. Also, this Section 14.3 shall not apply to any land shown on the **Conceptual Master Plan**, unless specifically annexed as provided elsewhere in this Declaration. (See other provisions in this Declaration and the Master Declaration granting special rights to the Declarant).

The foregoing restrictions contained in this Section 14.3 shall not be construed to prohibit an Owner from:

- A. Maintaining a personal professional library;
- B. Keeping a personal business or professional records or accounts;
- C. Handling a professional business or professional telephone calls or correspondence.

Such uses are declared expressly customarily incidental to the principal single-family residential use and not in violation of this Section 14.3.

**Section 14.4 Leasing.** Lots may be leased for residential purposes; and such lease and the rights of any tenants under said lease are made expressly subject to the power of the **Glenlakes Unit One Association** or the **Master Association** to prescribe reasonable Rules and Regulations relating to the lease and rental of Lots and to enforce the same directly against such tenant or other occupant by the exercise of such remedies as the **Glenlakes Unit One Board of Directors** or the **Master Association Board of Directors** deems appropriate, including eviction. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Master Declaration, the Articles of Incorporation of the Master Association, By-Laws of the Master Association, this Declaration, the Glenlakes Unit One Articles of Incorporation, the Glenlakes Unit One By-Laws, use restrictions, Rules and Regulations. The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of noncompliance, the Master Association Board of Directors and/or the Glenlakes Unit One Board of Directors, in addition to any other remedies available to either of them, may evict the tenant on behalf of the Owner and specifically assess all costs associated with said eviction against the Owner and the property of the Owner.

**Section 14.5 Minimum Dwelling Area.** The liveable area (heated and cooled areas) of the main building or structure, exclusive of open porches, and garages, shall be not less than the square footages set out in this Section 14.5 on the following Lots. All references in this Section 14.5 to "sf" shall mean or refer to square footage within the liveable area (heated and cooled areas) of the main building or structure. The numbers in parenthesis (e.g. 1,900 sf) shall mean or refer to the minimum square footage required on the ground floor liveable area (heated and cooled area) of the main building or structure, exclusive of open porches and garages.

Stories	<u>Lot Numbers</u>	
	<u>Lots 1 through 15 and Lots 76 through 90</u>	<u>Lots 16 through 75</u>
1	2,400 sf	2,200 sf
2	2,750 sf (1,900 sf)	2,550 sf (1,700 sf)

**Section 14.6 Minimum Building Setback Lines.** No building, pool enclosure, improvement or structure located on any Lot shall be constructed, erected, altered, placed, remodeled, reconstructed, added to or allowed to remain on any Lot so as to be located any nearer to any property boundary line than the setback lines shown on the recorded subdivision plat of **Glenlakes Unit One**, but the **Architectural Committee**, in the sole discretion of the **Architectural Committee**, shall have the power to grant exceptions. All setbacks shall comply with all applicable subdivision regulations and zoning ordinances.

**Section 14.7 Adjoining Lot Ownership.** For the purposes of this Declaration, any Owner having two (2) or more adjoining Lots may treat, use and build on them as though they were one (1) after making written application and receiving written approval by the **Architectural Committee**. Said approval shall be recorded and operate as an amendment to this Declaration. The rights granted by this **Section 14.7** are subject to the easements, if any, granted to others and any applicable subdivision regulations and zoning ordinances.

**Section 14.8 Use of the Glenlakes Unit One Common Area.** Subject to the rights of the Declarant or the **Master Association** as set out in the **Master Declaration** and in this Declaration, the **Master Association** shall have full control over the **Glenlakes Unit One Common Area** and may establish such **Rules and Regulations** and conditions for the use of the **Glenlakes Unit One Common Area** as the **Master Association** may deem adequate or necessary, and the **Master Association** shall have full power and authority to suspend or revoke the privilege and license of any such Owner, and any member of the household of such Owner or any of the guests, tenants or invitees of such Owner, from using the **Glenlakes Unit One Common Property**, should any such party, while on **Glenlakes Unit One**, act in a manner as to warrant such action in the sole discretion of the **Majority** of the members of the **Board of Directors** of the **Master Association**. **Provided, However**, nothing in this Declaration shall be construed to allow the **Master Association** to prohibit any Lot Owner from ingress and egress to and from a Lot. **Provided, However**, the **Master Association** shall be empowered to assign the rights of the **Master Association** under this **Section 14.8** to a **Successor Corporation** (as defined in this Declaration) and, upon such assignment, the **Successor Corporation** shall have all the rights and be subject to all of the duties of the **Master Association** under this **Section 14.8**.

**Section 14.9 Parking and Vehicular Restrictions.** Subject to the rights of the Declarant or the **Master Association**, parking in or on **Glenlakes Unit One** or the **Glenlakes Unit One Common Area** shall be restricted as provided in the **Master Declaration** and this Declaration or **Rules and Regulations**.

No vehicle, camper, mobile home, motor home, house trailer or trailer of any type, recreational vehicle, motorcycle, golf cart, scooter, go-cart, moped, boat or other water craft, boat trailer, van, bus, automobile or any other transportation device of any kind shall be permitted to be parked or to be stored at any place within **Glenlakes Unit One** or the **Glenlakes Unit One Common Area**, except in spaces for some or all of the above specifically designated by the **Master Association**. No Owner shall keep any vehicle on **Glenlakes Unit One** or the **Glenlakes Unit One Common Area** which is deemed a nuisance by the **Board of Directors** of the **Master Association** or the **Glenlakes Unit One Board of Directors**. No commercial vehicle shall be permitted to be parked or to be stored at any place within **Glenlakes Unit One** or the **Glenlakes Unit One Common Area** except in spaces designated by the **Architectural Committee**. For the purposes of this **Section 14.9**, "commercial vehicle" shall mean those that are not designed and used for customary, personal/family purposes. The absence of commercial type lettering or graphics on a vehicle shall not be dispositive of whether it is a commercial vehicle. No Owner shall conduct repairs (except in an emergency) or

restorations of any vehicle on or upon any portion of **Glenlakes Unit One** or the **Glenlakes Unit One Common Area** except in an enclosed area with the doors to that area closed at all times. The prohibitions on parking contained in this **Section 14.9** shall not apply to temporary parking of vehicles such as for construction use or providing pick-up and delivery and other commercial services nor to any vehicles of the **Declarant**. No overnight on-street parking or parking on lawns shall be permitted.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained in this **Declaration** or in the **Master Declaration** or in the **Rules and Regulations** may be towed by the **Master Association** or by the **Glenlakes Unit One Association** or by the **Architectural Committee** at the sole expense of the **Owner** of the vehicle if the vehicle remains in violation for a period of **twenty-four (24) hours** from the time a notice of violation is placed on the vehicle. Neither the **Master Association** nor the **Glenlakes Unit One Association** nor the **Architectural Committee** shall be liable to the **Owner** of that vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of the towing, and once the notice is posted, neither the removal of said notice, nor failure of the **Owner** to receive said notice for any reason, shall be grounds for relief of any kind. An affidavit of the **Person** posting said notice stating that said notice was properly posted shall be conclusive evidence of proper posting.

For the purposes of this **Section 14.9**, "vehicle" shall mean and refer to any device on wheels or runners for conveying **Persons**, property or objects.

**Section 14.10 Driveways.** Each purchaser of a **Lot** from the **Declarant** shall be responsible for building, at the sole expense of the purchaser, a concrete or brick driveway. Each driveway must be completed on or prior to the completion of the dwelling. All driveways must connect with the adjoining road and the parking area on the **Lot**. The location, design and construction of all driveways must be approved in writing by the **Architectural Committee** prior to construction.

Unless otherwise approved by the **Architectural Committee** all driveways located on the **Lots** must access to and from and all houses must front the adjoining road.

**Section 14.11 Preservation of Trees, Topography and Vegetation.** No tree having a diameter of **six (6) inches** or more (measured from a point **two (2) feet** above ground level) shall be removed from any **Lot** without the express written authorization of the **Architectural Committee**. In order to protect the natural beauty of the vegetation and topography of **Glenlakes Unit One**, and to provide privacy to the **Lot Owners**, written approval of the **Architectural Committee** is required for the removal, reduction, cutting down, excavation, filling or alteration of any topographic and vegetation characteristics. The **Architectural Committee**, in the discretion of the **Architectural Committee**, may adopt and promulgate **Rules and Regulations** regarding **Glenlakes Unit One** and in general the preservation of trees and other natural resources and wildlife upon all of **Glenlakes Unit One**. If the **Architectural Committee** shall deem it appropriate, the **Architectural Committee** may mark certain trees, regardless of size, as not removable without written authorization. In carrying out the provisions of this **Section 14.11**, the **Declarant**, the **Master Association**, the **Glenlakes Unit One Association** and the **Architectural Committee** and the respective agents of each may come upon any **Lot** during reasonable hours for the purpose of inspecting or marking trees or in relation to the enforcement and administration of any **Rules and Regulations** adopted and promulgated pursuant to the provisions of this **Declaration**. Neither the **Master Association**, the **Glenlakes Unit One Association**, nor the **Architectural Committee**, nor the **Declarant**, nor their respective agents shall be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection.

**Section 14.12 Accumulation of Refuse or Noxious Activity.** No lumber, metals or bulk materials (except lumber, metals and bulk materials as is usual in the maintenance of a private residence and which must be stored in such a manner so that it cannot be seen from adjacent and surrounding property), refuse or trash shall be kept, stored or allowed to accumulate on any **Lot**, except building materials during the course of construction of any approved structure. No harmful or noxious materials shall be stored, either inside any structure, or outside any structure, if said materials pose any significant threat to public health and safety or to individuals employed or living within or in proximity to such structures. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, approved containers may be placed in the open on any day a pick-up is to be made. At all other times, trash and garbage containers shall be

screened in such a manner so that they cannot be seen from adjacent and surrounding property, and as approved by the **Architectural Committee**. All trash and garbage containers shall be kept in a clean and sanitary condition. The **Architectural Committee**, in the discretion of the **Architectural Committee**, may adopt and promulgate reasonable **Rules and Regulations** relating to the size, shape, color and type of containers permitted and the manner of storage and screening of the same on **Glenlakes Unit One**.

No portion of **Glenlakes Unit One** shall be used, in whole or in part, for the storage of any property or thing that will cause **Glenlakes Unit One** to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept on any portion of **Glenlakes Unit One** that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious, illegal or offensive activity shall be carried on upon any portion of **Glenlakes Unit One** nor shall anything be done on **Glenlakes Unit One** tending to cause embarrassment, discomfort, annoyance or nuisance to any **Person** using any portion of **Glenlakes Unit One**. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature that may diminish or destroy the enjoyment of **Glenlakes Unit One**. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within **Glenlakes Unit One**.

**Section 14.13 Fences, Walls, Hedges and Ornamental Structures.** No fence, wall, hedge, ornamental structure or gazebo shall be located or constructed on any **Lot** unless approved by the **Architectural Committee**.

**Section 14.14 Mail or Newspaper Boxes.** The design of all mailboxes and newspaper boxes must be approved by the **Architectural Committee** and free-standing mail boxes and newspaper boxes equipped with lighting may be required in some or all sections of **Glenlakes Unit One**.

**Section 14.15 Artificial Vegetation, Exterior Sculpture and Similar Items.** No artificial vegetation shall be permitted in **Glenlakes Unit One** or on the exterior of any portion of any improvement on **Glenlakes Unit One**. Exterior sculpture, fountains, flags and similar items must be approved by the **Architectural Committee**. **Provided, However**, nothing contained in this **Declaration** shall prohibit the appropriate display of the **American Flag**.

**Section 14.16 Animals and Pets.** No animals, wildlife, livestock, insects, reptiles or poultry of any kind shall be raised, bred, harbored or kept on any **Lot** except that the **Owner** may keep **three (3)** domesticated household pets. No such pets shall be kept for any commercial purpose, and any such pets may be kept only so long as they or any of them do not become an annoyance or nuisance to the neighborhood. All pets, at all times when they are outside a residence, must be confined on a leash held by a responsible **Person** and kept under the close supervision of their **Owners**. Pets shall only be permitted in the **Glenlakes Unit One Common Area** if portions in the **Glenlakes Unit One Common Area** are so designated by the **Master Association** or the **Glenlakes Unit One Association**. All **Persons** bringing a pet onto the **Glenlakes Unit One Common Area** shall be responsible for immediately removing any solid waste of said pet. Those pets which, in the sole discretion of the **Master Association** or the **Glenlakes Unit One Association**, endanger health, make objectionable noise or constitute a nuisance or inconvenience to the **Owners** of other **Lots** or the **Owner** of any portion of the **Glenlakes Unit One** shall be removed upon request of the **Master Board of Directors** or the **Glenlakes Unit One Association**.

**Section 14.17 Temporary Structures.** No temporary building, trailer, garage or building in the course of construction or other temporary structure shall be used, temporarily or permanently, as a residence or temporary housing or the like on any **Lot**. If approved by the **Architectural Committee**, such a structure may be used as a security station during construction or other special purpose.

**Section 14.18 Pipes.** To the extent of the interest of the **Owners** of a **Lot**, no water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any **Lot** above the surface of the ground.

**Section 14.19 Clothes Lines.** No clothing or any other household fabric shall be hung in the open on any **Lot** and no clothes lines or clothes hanging devices shall be kept or maintained on any **Lot**.

**Section 14.20 Chimney Flues.** Exposed chimney flues shall be enclosed.

**Section 14.21 Carports and Garages.** No carports may be constructed on any **Lot**. Garages shall open toward a road unless approved by the **Architectural Committee**.

**Section 14.22 Energy Conservation Equipment.** No solar energy collector panels or attendant hardware or energy conservation equipment shall be constructed or installed on any **Lot** unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the **Architectural Committee**. Under no circumstances shall solar panels be installed that will be visible from any road or the **Glenlakes Unit One Common Area** in **Glenlakes Unit One**.

**Section 14.23 Oil or Gas Tanks, Pools, Swimming Pool Equipment.** All swimming pool equipment and housing must be placed in walled-in or screened areas or landscaped area so that they are not visible from the **Glenlakes Unit One Common Area**, road or adjoining property. No oil tanks or bottled gas tanks shall be allowed on any **Lot** or on the **Glenlakes Unit One Common Area**. **Provided, However, two (2) bottled natural gas tanks no larger than five (5) gallons in size may be kept on a Lot for the purpose of cooking with a gas grill and so long as said natural gas tank is placed in a screened area and so that they are not visible from any Glenlakes Unit One Common Area, road or adjoining property.**

No above ground pools shall be erected, constructed or installed on any **Lot** except that above ground spas or jacuzzis may be permitted with approval of the **Architectural Committee**. Any in-ground pool to be constructed on any **Lot** shall be subjected to the requirements of the **Architectural Committee**, which include, but are not limited to, the following:

- A. Composition to be of material thoroughly tested and accepted by the industry for such construction;
- B. Pool screening may not be visible from the street in front of the **Lot**; and
- C. All screening material shall be of a color in harmony with the **Lot**. No raw aluminum color screen will be allowed.

**Section 14.24 Irrigation.** No sprinkler or irrigation system of any type that draws upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within **Glenlakes Unit One** shall be installed, constructed or operated within **Glenlakes Unit One** by any **Person**, other than the **Master Association**, the **Glenlakes Unit One Association** or the **Declarant**, or to be utilized by any group of **Lots**, unless prior written approval has been received from the **Architectural Committee**. All sprinkler and irrigation systems must be installed underground and shall be subject to approval of the **Architectural Committee**.

**Section 14.25 Wells and Drainage.** Except as provided in this **Declaration**, no private water system shall be located on any **Lot**. **Provided, However,** the **Declarant** or the **Master Association** or the **Glenlakes Unit One Association** shall have the right to install a private water system or systems on any **Lot** or other property owned by the **Declarant**. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No community wells or community water systems shall be allowed except the water system provided by any governmental entity.

**Section 14.26 Storm Precautions.** No hurricane or storm shutters shall be permanently installed on any structure on a **Lot** unless first approved by the **Architectural Committee**. Hurricane or storm shutters may be installed temporarily, and other storm precautions may be taken to protect structures on a **Lot**, while the threat of a hurricane or similar storm is imminent; provided, all such shutters and other exterior alterations or additions made as a storm precaution shall be promptly removed once the storm or imminent threat of the storm has passed.

**Section 14.27 Window Coverings, Etc.** Reflective window coverings are prohibited. No awnings, canopies, shutters, patio cover, building or storage unit of any kind shall be erected, placed or permanently installed on any **Lot** unless first approved by the **Architectural Committee**.

**Section 14.28 Play Equipment, Strollers, Etc.** All bicycles, tricycles, scooters, skateboards and other play equipment, wading pools, baby strollers and similar items shall be stored so as not to be visible from roads or property adjacent to the **Lot**. No such items shall be allowed to remain on the **Glenlakes Unit One Common Area** or on **Lots** so as to be visible from adjacent property or the road when not in Use. **Provided, However,** the **Architectural Committee** may, but shall not be obligated to, permit swing sets and similar permanent playground equipment to be erected on the **Lots** provided approval is obtained from the **Architectural Committee**. No baseball cages or similar recreational facilities shall be permitted without approval of the **Architectural Committee**.

**Section 14.29 Golf Carts.** Golf carts shall be stored only in garages serving the **Lot** of the owner of said golf cart or other areas specifically designated by the **Architectural Committee** as golf cart parking areas. No golf cart shall be placed, parked or stored on the lawn of any **Lot**. No golf cart shall be operated on other than designated golf cart paths, if any. All golf carts shall be kept in good order and repair. No child under the age of **sixteen (16)** shall be permitted to operate a golf cart on **Glenlakes Unit One**.

**Section 14.30 Mineral Operations Prohibited.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind whatsoever shall be permitted upon any **Lot**, nor shall oil wells, derricks, tanks, tunnels, mineral excavations or shafts be erected or permitted to remain on any **Lot**. **Provided, However,** it is understood that this prohibition does not affect the rights of mineral **Owners** or **Owners** of any interest in minerals that may have been previously reserved or conveyed to others.

**Section 14.31 Insurance Rates.** Nothing shall be done or kept on any **Lot** or in any improvement or the **Glenlakes Unit One Common Area** which will increase the rate of insurance on any property insured by the **Glenlakes Unit One Association** or the **Master Association** without the approval of the **Glenlakes Unit One Board of Directors** or the **Master Association Board of Directors**, nor shall anything be done or kept on any **Lot** which would result in the cancellation of insurance on any property insured by the **Glenlakes Unit One Association** or the **Master Association** or which would be in violation of any law.

**Section 14.32 Completion of Construction.** All homes and other structures, landscaping and other improvements must be completed within **nine (9) months** after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the **Owner** or builder due to strikes, fires, national emergencies or natural calamities in which case the **Architectural Committee** may grant a **three (3) month** extension. Houses and other dwelling structures may not be temporarily or permanently occupied until the exteriors thereof have been completed. During the continuation of construction, the **Owner** shall require the contractor to maintain the **Lot** in a reasonably clean and uncluttered condition. Upon completion of construction, the **Owner** shall cause the contractor to immediately remove all equipment, tools, construction material and debris from the **Lot**. Any damage to roads, paths, the **Glenlakes Unit One Common Property** or any other property owned by any **Person** or entity caused by the **Owner** or the agent of the **Owner**, contractor or other party providing labor or services to the **Owner** shall be repaired by the **Owner**.

**Section 14.33 Occupants Bound.** All provisions of the **Master Declaration, Master By-Laws**, this **Declaration**, the **Glenlakes Unit One By-Laws** and of any **Rules and Regulations** or use restrictions that govern the conduct of the **Owners** and that provide for sanctions against the **Owners** shall also apply to all occupants, guests and invitees of any **Lot**. Every **Owner** shall cause all occupants of said **Lot** to comply with the **Master Declaration**, the **Master By-Laws**, this **Declaration**, the **Glenlakes Unit One By-Laws** and the **Rules and Regulations**, and shall be responsible for all violations and losses to **Glenlakes Unit One** caused by those occupants, notwithstanding the fact that those occupants of a **Lot** are fully liable and may be sanctioned for any violation of the **Master Declaration**, the **Master By-Laws**, this **Declaration**, the **Glenlakes Unit One By-Laws** and **Rules and Regulations**.

**Section 14.34 No Discrimination.** No action shall at any time be taken by the **Declarant**, the **Master Association**, the **Master Board of Directors**, the **Glenlakes Unit One Association** or the **Glenlakes Unit One Board of Directors** which in any manner would discriminate against any **Owner** or **Owners** in favor of the other **Owners**.

**Article XV**  
**Annexation of Additional Property**

The provisions of **Article XV** of the **Master Declaration** are incorporated in this **Declaration** as though **Article XV** of the **Master Declaration** was set out in full in this **Declaration**. The provisions of **Article XV** of the **Master Declaration** apply to **Glenlakes Unit One** and to the **Glenlakes Unit One Common Property**.

**Article XVI**  
**Amendment**

The **Declarant** may unilaterally amend this **Declaration** so long as the **Declarant** owns any **Lots** in the **Properties** (including **Glenlakes Unit One**), or owns any property in the **Properties**, (including **Glenlakes Unit One**) or owns any property described on the **Conceptual Master Plan**. Thereafter and otherwise, this **Declaration** may be amended only by the affirmative vote or written consent, or any combination thereof, of the **Glenlakes Unit One Members** representing **seventy-five percent (75%)** of the total votes of the **Glenlakes Unit One Members**. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the public records of **Baldwin County, Alabama**.

If an **Owner** consents to any amendment to this **Declaration** or the **Glenlakes Unit One By-Laws**, said consent will be conclusively presumed that such **Owner** has the authority so to consent and no contrary provision in any **Mortgage** or contract between the **Owner** and a third party will affect the validity of such amendment.

No amendment may remove, revoke or modify any right or privilege of the **Declarant** without the written consent of the **Declarant** or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of any **Mortgage** held by a **Mortgagee** or impair the rights granted to the **Mortgagees** in this **Declaration** without the prior written consent of such **Mortgagees**.

This **Declaration** shall not be amended without the prior written consent of the **Declarant**, so long as the **Declarant** owns any **Lots** in the **Properties** (including **Lots** in **Glenlakes Unit One**), or owns any property in the **Properties**, (including any property in **Glenlakes Unit One**) or owns any property described on the **Conceptual Master Plan**.

**Article XVII**  
**Mortgagee Rights**

The provisions of **Article XVII** of the **Master Declaration** are incorporated in this **Declaration** as though **Article XVII** of the **Master Declaration** was set out in full in this **Declaration**. The provisions of **Article XVII** of the **Master Declaration** apply to **Glenlakes Unit One** and to the **Glenlakes Unit One Common Property**.

**Article XVIII**  
**Rights of Declarant**

The provisions of **Article XVIII** of the **Master Declaration** are incorporated in this **Declaration** as though **Article XVIII** of the **Master Declaration** was set out in full in this **Declaration**. The provisions of **Article XVIII** of the **Master Declaration** apply to **Glenlakes Unit One** and to the **Glenlakes Unit One Common Property**.

**Article XIX**  
**Golf Club**

The provisions of **Article XIX** of the **Master Declaration** are incorporated in this **Declaration** as though **Article XIX** of the **Master Declaration** was set out in full in this **Declaration**.

**Article XX**  
**Lake**

The provisions of **Article XX** of the **Master Declaration** are incorporated in this **Declaration** as though **Article XX** of the **Master Declaration** was set out in full in this **Declaration**.

**Article XXI**  
**General Provisions**

**Section 21.1 Term.** The covenants and restrictions of this **Declaration** shall run with and bind **Glenlakes Unit One**, and shall inure to the benefit of and shall be enforceable by the **Declarant**, the **Master Association**, the **Glenlakes Unit One Association** or the **Owner** of any property subject to this **Declaration**, their respective legal representatives, heirs, successors and assigns, for a term of **ninety-nine (99) years** from the date this **Declaration** is recorded, after which time they shall be automatically extended for successive periods of **ten (10) years**, unless an instrument in writing, signed by a **Majority** of the then **Owners**, has been recorded within the year preceding the beginning of each successive period of **ten (10) years**, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this **Declaration** shall be modified or terminated as specified therein.

**Section 21.2 Severability.** If any **Article**, part, clause, provision or condition of this **Declaration** is held to be void, invalid or inoperative, such voidness, invalidity or inoperativeness shall not affect any other **Article**, clause, provision or condition of this **Declaration**, but the remainder of this **Declaration** shall be effective as though such **Article**, clause, provision or condition had not been contained therein.

**Section 21.3 Litigation.** No judicial or administrative proceeding shall be commenced or prosecuted by the **Glenlakes Unit One Association** unless approved by a vote of **seventy-five percent (75%)** of the **Glenlakes Unit One Members** and approved by the **Declarant** so long as the **Declarant** owns any **Lots** in **Glenlakes Unit One**, or any property described on the **Conceptual Master Plan**. This **Section 21.3** shall not apply, however, to (a) actions brought by the **Glenlakes Unit One Association** to enforce the provisions of this **Declaration** (including, without limitation, the foreclosure of liens), (b) the imposition and collection of the **Glenlakes Unit One Assessments** as provided in this **Declaration**, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the **Glenlakes Unit One Association** in proceedings instituted against the **Glenlakes Unit One Association**. This **Section 21.3** shall not be amended unless such amendment is made by the **Declarant** or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

**Section 21.4 Cumulative Effect; Conflict.** The covenants, restrictions and provisions of this **Declaration** shall be cumulative with those of the **Master Declaration**. **Provided, However**, if there are conflicts between the provisions of this **Declaration** and the provisions of the **Master Declaration** or conflicts in the exercise of any powers between the **Master Association** and the **Glenlakes Unit One Association**, then the provisions in the **Master Declaration** and the powers granted to the **Master Association** shall prevail and be controlling.

**Section 21.5 Unrestrictive Right of Transfer.** The right of a **Lot Owner** to sell, transfer or otherwise convey said **Lot** shall not be subject to any right of first refusal or a similar restriction.

**Section 21.6 No Restrictions on Mortgaging.** Anything construed in this **Declaration** to the contrary, there shall be no restrictions on a **Lot Owner's** right to **Mortgage** a **Lot**.

**Section 21.7 Acceptance by Grantee.** The grantee of any **Lot** subject to the coverage of this

**Declaration**, by acceptance of the **Deed** or other instrument conveying an interest in or title to, or the execution of a contract for the purchase of a **Lot**, whether from the **Declarant** or a subsequent **Owner** of such **Lot**, shall accept such **Deed** or other contract upon and subject to each and all of the terms and conditions set out in this **Declaration**.

**Section 21.8 Indemnity for Damages.** Each and every **Lot Owner** and future **Lot Owner**, in accepting a **Deed** or contract for any **Lot** subject to this **Declaration**, agrees to indemnify the **Declarant** for any damage caused by such **Owner**, or the contractor, agent or employees of such **Owner**, to private access areas, streets, roads, gutters, walkways or other aspects of private or public ways, including all surfacing thereon or to water, drainage or storm sewer lines or sanitary sewer lines owned by the **Declarant**, or for which the **Declarant** has responsibility, at the time of such damage.

**Section 21.9 Captions, Gender and Grammar.** The captions preceding the various sections, paragraphs and subparagraphs of this **Declaration** are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision in this **Declaration**. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

**Section 21.10 Effect of Violation on Mortgage Lien.** No violation of any of the terms and conditions of this **Declaration** shall defeat or render invalid the lien of any **Mortgage** made or reserved in good faith and for value upon any portion of **Glenlakes Unit One**. **Provided, However**, that any **Mortgagee** in actual possession, or any purchaser at any judicial or non-judicial foreclosure by a **Mortgage** sale shall be bound by and subject to this **Declaration** as fully as any other **Owner** of any portion of **Glenlakes Unit One**.

**Section 21.11 No Reverter.** No provision of this **Declaration** is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

**Section 21.12 Enforcement.** In the event of a violation or breach of any of this **Declaration**, the **Glenlakes Unit One By-Laws** or the **Rules and Regulations** by any **Owner**, or employee, agent, or lessee of such **Owner**, the **Owner(s)** of **Lot(s)**, the **Master Association**, the **Glenlakes Unit One Association**, the **Declarant** (so long as the **Declarant** owns any **Lots** in **Glenlakes Unit One**, or any property in **Glenlakes Unit One**, or any property described on the **Conceptual Master Plan**) their successors and assigns, shall each have the right to proceed at law or in equity to compel compliance with the terms and conditions of this **Declaration**, to prevent the violation or breach of the **Glenlakes Unit One Declaration**, the **Glenlakes Unit One By-Laws** or the **Rules and Regulations** to sue for and recover damages or other dues, or take all such courses of action at the same time, or such other legal remedy it may deem appropriate. No delay or failure on the part of an aggrieved party to initiate an available remedy set forth in this **Declaration** shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to said party upon the recurrence or continuation of said violation or the occurrence of a different violation.

Damages shall not be deemed adequate compensation for any breach or violation of any provision of this **Declaration**, but any **Person** or entity entitled to enforce any provision in this **Declaration** shall be entitled specifically to relief by way of injunction as well as any other available relief either at law or in equity.

Any party to a proceeding who succeeds in enforcing this **Declaration**, the **Glenlakes Unit One By-Laws** or the **Rules and Regulations** or enjoining the violation of this **Declaration** against a **Lot Owner** may be awarded a reasonable attorney's fee against such **Lot Owner**.

**Section 21.13 Certificate of Violation.** In addition to any other rights or remedies available to the Master Association, the Glenlakes Unit One Association or the Declarant under this Declaration or at law or equity, the Declarant, the Master Association or the Glenlakes Unit One Association shall have the right to file in the records of Baldwin County, Alabama, a Certificate or Notice of Violation of this Declaration (which violation shall include, without limitation, nonpayment of the annual charges and/or failure to comply with architectural guidelines) upon failure of a Lot Owner to correct a violation of this Declaration within thirty (30) days after written notice of the violation has been given by the Declarant, the Master Association or the Glenlakes Unit One Association to the Lot Owner.

**Section 21.14 Estoppel Certificate.** Upon the request of any of the Glenlakes Unit One Members, the Glenlakes Unit One Board of Directors, or designee, shall furnish a written certificate signed by an officer or agent of the Glenlakes Unit One Association regarding unpaid Glenlakes Unit One Assessments levied against the property of the Glenlakes Unit One Member in violation of this Declaration, the Glenlakes Unit One By-Laws, use restrictions, Rules and Regulations by any Owner or occupant of Glenlakes Unit One. Such certificate shall bind the Glenlakes Unit One Association with respect to the foregoing matters. The Glenlakes Unit One Association may require the advance payment of a reasonable processing fee.

**Section 21.15 Interpretation of this Declaration.** The Declarant, the Master Association or the Glenlakes Unit One Association shall have the right to construe and interpret the provisions of this Declaration, and in absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all Persons or Glenlakes Unit One benefitted or bound by the provisions of this Declaration.

**Section 21.16 Assignment by the Master Association or the Glenlakes Unit One Association.** The Master Association or the Glenlakes Unit One Association shall be empowered to assign the rights of the Master Association or the Glenlakes Unit One Association under this Declaration to any successor nonprofit membership corporation (the "Successor Corporation") and, upon such assignment, the Successor Corporation shall have all the rights and be subject to all the duties of the Master Association or the Glenlakes Unit One Association under this Declaration.

**Section 21.17 Deviation.** The Board of Directors of the Master Association or the Glenlakes Unit One Association or designee may, in the exercise of reasonable discretion, permit deviations from the restrictions contained in this Declaration, the Glenlakes Unit One By-Laws, the Rules and Regulations, the use restrictions and the architectural guidelines.

**Section 21.18 Use of the Words "Glenlakes" or "Glenlakes Unit One at Glenlakes" or "Glenlakes Master Association" or "Glenlakes Property Owner's Association" or "Glenlakes Unit One at Glenlakes Property Owner's Association".** No Person shall use the words "Glenlakes" or "Glenlakes Unit One at Glenlakes" or "Glenlakes Master Association" or "Glenlakes Property Owner's Association" or "Glenlakes Unit One at Glenlakes Property Owner's Association" or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant. Provided, However, Owners may use the terms "Glenlakes" or "Glenlakes Master Association" or "Glenlakes Unit One at Glenlakes" or "Glenlakes Property Owner's Association" or "Glenlakes Unit One at Glenlakes Property Owner's Association" in printed or promotional matter where such term is used solely to specify that particular property is located within Glenlakes Unit One.

**Section 21.19 Security.** The Glenlakes Unit One Association will strive to maintain Glenlakes Unit One as a safe, secure environment. HOWEVER, NEITHER THE GLENLAKES UNIT ONE ASSOCIATION, NOR THE DECLARANT, SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS, TENANTS, GUESTS AND INVITES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE GLENLAKES UNIT ONE ASSOCIATION, AND THE DECLARANT AND THE COMMITTEES ESTABLISHED BY ANY OF THE FOREGOING ENTITIES, ARE NOT INSURERS AND THAT EACH OWNER, TENANT, GUEST AND INVITEE ASSUMES ALL RISK OF LOSS OR DAMAGE TO PERSONS, TO LOTS, AND TO THE CONTENTS OF LOTS AND FURTHER ACKNOWLEDGE THAT THE DECLARANT HAS MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, TENANT,

GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SECURITY MEASURES RECOMMENDED OR UNDERTAKEN.

IN WITNESS WHEREOF, the undersigned, being the **Declarant**, has caused this **Declaration** to be duly executed on this the 8<sup>th</sup> day of **May, 2001**.

**Declarant:**

**Glenlakes Realty Co., an Alabama General Partnership**

**By: Yarborough Lakeview Corp.**

**By:**

  
**Joe F. Yarborough**  
**Its: President**

  
**(Corporate Seal)**

**By: Murray Lakeview Corp.**

**By:**

  
**Roger Murray**  
**Its: President**

  
**(Corporate Seal)**

**By: Gorrie Lakeview Corp.**

**By:**

  
**M. Miller Gorrie**  
**Its: President**


  
**(Corporate Seal)**

STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Joe F. Yarborough**, whose name as **President of Yarborough Lakeview Corp.**, acting in its capacity as a **Partner of Glenlakes Realty Co., an Alabama General Partnership**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such **President** and with full authority, executed the same voluntarily for and as the act of said **Yarborough Lakeview Corp.**, acting in its capacity as a **Partner of Glenlakes Realty Co., an Alabama General Partnership**.

Given under my hand and seal this **8<sup>th</sup>** day of **May, 2001**.

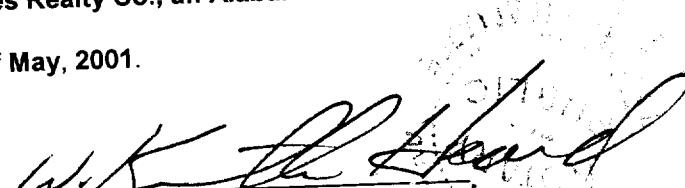
  
Notary Public  
My Commission Expires: **8/12/01**

STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Roger Murray**, whose name as **President of Murray Lakeview Corp.**, acting in its capacity as a **Partner of Glenlakes Realty Co., an Alabama General Partnership**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such **President** and with full authority, executed the same voluntarily for and as the act of said **Murray Lakeview Corp.**, acting in its capacity as a **Partner of Glenlakes Realty Co., an Alabama General Partnership**.

Given under my hand and seal this **8<sup>th</sup>** day of **May, 2001**.

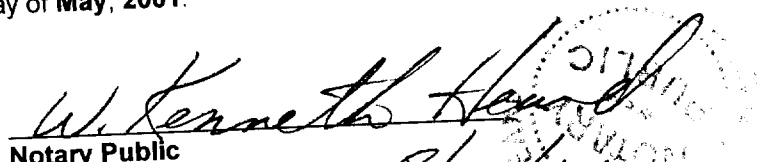
  
Notary Public  
My Commission Expires: **8/12/01**

STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **M. Miller Gorrie**, whose name as **President** of **Gorrie Lakeview Corp.**, acting in its capacity as a **Partner** of **Glenlakes Realty Co., an Alabama General Partnership**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such **President** and with full authority, executed the same voluntarily for and as the act of said **Gorrie Lakeview Corp.**, acting in its capacity as a **Partner** of **Glenlakes Realty Co., an Alabama General Partnership**.

Given under my hand and seal this 8<sup>th</sup> day of May, 2001.

  
Notary Public  
My Commission Expires: 8/12/01

**THIS INSTRUMENT PREPARED BY:**

Sam W. Irby  
Irby & Heard, P.C.  
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(334)928-4555

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

2001 May -30 10:48AM

Instrument Number	598970	Pages	31
Recording	93.00	Mortgage	
Deed		Min tax	
Index		DP	1.00
Archive	3.00		

Adrian T. Johns, Judge of Probate