

**IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA****BRUCE BLYTHE, DOMENIC
CARLUCCI, and ELIJAH TIMBER
COMPANY, LLC,****Plaintiffs,**

v.

**DAUPHIN ISLAND PROPERTY
OWNERS ASSOCIATION, INC.;
ERIC BAY; RICHARD BREWER;
WALTER BRAND; SALLY ACUFF;
VICKI HELM; DONNA BROACH;
JEREMY TOUSINAU; TERRI
PHILLIPS; and JANE TULLY
WATKINS,****Defendants.****CASE NO. CV-2025-900532****ORAL ARGUMENT REQUESTED****MOTION TO DISMISS**

COME NOW the Defendants, DAUPHIN ISLAND PROPERTY OWNERS ASSOCIATION, INC., ERIC BAY, RICHARD BREWER, WALTER BRAND, SALLY ACUFF, VICKI HELM, DONNA BROACH, JEREMY TOUSINAU, TERRI PHILLIPS, and JANE TULLY WATKINS (“Defendants”), and move to dismiss all claims pursuant to Ala. R. Civ. P. 12(b)(6), as the Complaint presents no justiciable controversy. Plaintiffs’ claims are moot in light of the duly recorded Correction Deed and the subsequent member vote conducted in compliance with the Association’s Constitution.

PROCEDURAL HISTORY

On March 4, 2025, Plaintiffs filed suit against Defendants seeking Declaratory and Injunctive Relief. (Doc. 2) On March 5, 2025, the Town of Dauphin Island, Alabama,

(“The Town”) filed a Motion to Intervene as a defendant on behalf of the Dauphin Island Property Owners Association (“The Association”) and its individually named Board of Directors (“The Board”). On March 6, 2025, the Court Granted The Town’s Motion to Intervene. (Doc. 27).

Plaintiffs’ Complaint arises out of the West End Renourishment project that is set to occur on Dauphin Island, Alabama. The project will replenish the West End Beach with sand, prevent erosion, and add 200 acres of beach habitat. Plaintiffs seek to block the project by attacking the process. The relief Plaintiffs seek is for this Court to:

1. “declare that the resolution purporting to authorize the conveyance of an easement to the West Surf Beach is unlawful and unenforceable as counter to the express conditions of the Grant Deed and the Association’s Constitution;”
2. “declare that the resolution purporting to authorized [sic] a conveyance of an easement to the West Surf Beach is unlawful and unenforceable as passed in violation of the Association’s Constitution’s procedures governing the procedure for voting on such resolutions and having been based upon a facially ambiguous and misleading ballot;” and
3. “That the Court find that each member of the Board of Directors of the Association has breached its fiduciary duties” based on the alleged violations of claims 1 and 2.

(Doc. 2) For the reasons stated below, all of Plaintiffs’ claims are moot. Therefore, Plaintiffs have failed to state a claim upon which relief can be granted pursuant to ALA. R. CIV. P. 12(b)(6).

APPLICABLE CASE LAW

Plaintiffs bring a Complaint for Declaratory and Injunctive Relief. (Doc. 2). Under Alabama’s Declaratory Judgment Act, ALA. CODE. § 6-6-220 *et seq.* a court may not decide moot questions. *See Stamps v. Jefferson Cty Bd. of Educ.*, 642 So. 2d 941, 944 (Ala. 1994)(quoting *Town of Warrior v. Blaylock*, 152 So. 2d 661, 662 (1963)(holding the Declaratory Judgment Act does not “empower courts to decide moot questions, abstract propositions or to give advisory opinions, however convenient it might be to have these questions decided for the government of future cases.”). In order for this Court to grant declaratory relief, “it must have before it a bona fide, presently existing justiciable controversy that affects the legal rights or obligations of the parties” *Hunt Transition & Inaugural Fund, Inc. v. Grenier*, 782 So. 2d 270, 272 (Ala. 2000). Therefore, if Plaintiffs’ allegations are moot and there is no justiciable controversy between Plaintiffs and Defendants, this Court cannot entertain a Declaratory Judgment action and Defendants are entitled to a dismissal of all claims for failure to state a claim upon which relief can be granted pursuant to ALA. R. CIV. P. 12 (b)(6).

COUNT I – DECLARATORY JUDGMENT FOR VIOLATION OF THE GRANT DEED

Plaintiffs’ Count I hinges in substantial part on language in the June 15, 1954, deed from the Mobile Chamber of Commerce to the Dauphin Island Property Owners Association (the “Original Deed”) that they allege prohibits The Association from conveying easements over the West Surf Beach property. Specifically, Plaintiffs rely on

language stating that the property was to be “kept and maintained forever as a recreational area for the exclusive use and enjoyment of those persons who shall be and remain members” of The Association. (Doc. 2, at ¶ 8.)

That claim is now moot. On April 25, 2025, the original grantor—the Mobile Chamber of Commerce—recorded a duly executed Correction Deed clarifying its intent and expressly confirming The Association’s authority to grant easements over the property conveyed in the Original Deed. (*See* Correction Deed, attached hereto as Exhibit A.¹) The Correction Deed confirms that The Association was, and is, authorized to “grant, bargain, assign and convey any and all easements that [it] deems appropriate for the Property,” while maintaining the recreational-use designation for members. (Ex. A). The Correction Deed removes any ambiguity about The Association’s authority to grant easements.

Alabama law recognizes that a correction deed may be executed and recorded to clarify the intent of the parties to a prior instrument, especially where, as here, the original grantor remains in existence and executes the corrective instrument. *See Gallups v. Kent*, 953 So. 2d 393, 394 (Ala. 2006) (citing *Lavender v. Lee*, 14 Ala. 688 (1848); *Arnold Indus., Inc. v. Love*, 63 P.3d 721, 727 (Utah 2002); 23 Am.Jur.2d *Deeds* § 272 (2002)). The Mobile Chamber of Commerce remains in existence, and the Correction Deed was executed by its duly authorized President and CEO.

¹ When an Exhibit is referred to in Plaintiff’s Complaint and is central to the claims, courts can consider the exhibit without converting a motion to dismiss for failure to state a claim to a motion for summary judgment. *Donoghue v. Am. Nat’l Ins. Co.*, 838 So. 2d 1032, 1035 (Ala. 2002)

The Correction Deed explicitly revises both the introductory and vesting provisions of the Original Deed to confirm that:

... the Grantee [i.e., the Association] is granted title to be kept and maintained forever as a recreational area for the exclusive use and enjoyment of [its members], **specifically including the right to grant, bargain, assign and convey any and all easements that Grantee deems appropriate for the Property.**

(Ex. A, at 2–3) (emphasis added). The Correction Deed also eliminates any possibility of reversion, affirming that “[i]n no event shall the title of the above described property revert to the Grantor, its successors or assigns.” (*Id.* at 3).

This clarification extinguishes the foundation of Plaintiffs’ claims for declaratory and injunctive relief based on an alleged restriction against easement conveyance. Their contention that the Original Deed imposed a perpetual prohibition on encumbrances is flatly refuted by the Correction Deed, which now governs the interpretation of the conveyance. *See Lavender*, 14 Ala. 688, 693 (it is the duty of the court to give effect to the last deed to carry out the intention of the donor).

Accordingly, Plaintiffs’ claims premised on the Original Deed’s supposed restriction on The Association’s authority to convey an easement are rendered moot by the Correction Deed. There is no longer a justiciable controversy as to whether The Association may legally grant The Town access or an easement across the West Surf Beach. The issue is resolved by the very grantor who conveyed the land in the first place. Plaintiffs cannot state a claim upon which relief can be granted under ALA. R. CIV. P. 12(b)(6), and dismissal of all claims based on the Original Deed is warranted.

**COUNT II – DECLARATORY JUDGMENT FOR VIOLATION OF THE
DAUPHIN ISLAND PROPERTY OWNERS ASSOCIATION’S CONSTITUTION**

Plaintiffs allege violations of the Dauphin Island Property Owners Association’s Constitution (“Constitution”) based on a vote held on January 18, 2025². (Doc. 2, at ¶ 15-16). Specifically, Plaintiffs allege that the Defendants failed to follow Sections 2.2 and 3.7 of the Constitution because Plaintiffs read the Constitution to require The Board to vote first on a potential resolution and then submit the vote to the entire membership of The Association. (Doc. 2, at ¶ 15). Because the entire membership of The Association voted first and then The Board voted in approval, Plaintiffs allege the Constitution was violated and the resulting action was unlawful and void or voidable. (Doc. 2, at ¶ 21). Plaintiffs also complain of issues with the ballot language and that it did not include a copy of the instrument that would convey the access. (Doc. 2, at ¶ 12).

Without conceding that any procedural defects existed in connection with the January 18, 2025 vote, The Association undertook proactive, curative measures intended to eliminate any basis for Plaintiffs’ claims. On March 25, 2025, The Board voted 8-0 to grant The Town the easement. This vote was held after the resolution language had been finalized, thereby addressing any concerns Plaintiffs may raise about The Board voting before the resolution was complete. (*See* Doc. 2, at ¶ 16). The Association then conducted

² Later in Plaintiffs’ Complaint, the date is erroneously listed as January 19, 2025. There was no vote held on January 19, 2025. This is most likely a scrivener’s error.

a vote for all members of The Association at its Annual Meeting on May 10, 2025, in accordance with the Constitution.

All members of The Association were eligible to vote on whether to grant The Town an easement for the West End Renourishment Project. All members of The Association were sent proper notice of the Annual Meeting containing detailed election information and a revised ballot that addressed each of Plaintiffs' objections to the initial ballot. (*See* Annual Meeting Information Packet, attached hereto as Exhibit B). It detailed how The Association would provide access, the duration of that access, and the conditions under which it would be granted. (Doc. 2, at ¶ 12). Specifically, the members of The Association were informed they would be granting The Town a "permanent easement" in order for the Town to "access... the West Surf Beach to re-build the beach and sand dunes, plant vegetation for dune stabilization, prevent further shoreline erosion, use equipment as needed for construction and ongoing maintenance of the beach and dunes, and monitor and maintain the project." (Ex. B). The voting period ended on May 10, 2025.

The members of The Association overwhelmingly approved granting The Town the easement in this new vote. The final results were 787 in favor and 23 against. (*See* Election Summary Tally Sheet, attached hereto as Exhibit C). Therefore, any claims Plaintiffs may have had with the original process of granting The Town the easement are now moot. There is no longer a justiciable controversy as to whether The Association and The Board followed the Constitution in voting on granting The Town an easement across the West Surf Beach. Plaintiffs cannot state a claim upon which relief can be granted under ALA. R.

CIV. P. 12(b)(6), and dismissal is warranted as to all claims premised on an alleged violation of the Constitution or the manner in which the vote was conducted.

COUNT III – DECLARATORY JUDGMENT FOR BREACH OF FIDUCIARY DUTIES

Plaintiffs allege that The Board breached its fiduciary duties of loyalty and good faith.³ (Doc. 2, at ¶ 24). These claims are entirely derivative of Plaintiffs' allegations that The Board acted in violation of the Grant Deed and the Constitution. (Doc. 2, at ¶ 25). As outlined above, the Mobile Chamber of Commerce has executed and recorded a Correction Deed confirming that The Board's actions did not violate the terms of the original Grant Deed. In addition, a new vote was conducted in full compliance with the procedural requirements of the Constitution. Because there was no underlying violation of the Grant Deed or the Constitution, there can be no breach of fiduciary duties. With no justiciable controversy remaining, Plaintiffs have failed to state a claim upon which relief can be granted under ALA. CIV. P. 12(b)(6), and dismissal of the fiduciary duty claims is warranted.

CONCLUSION

All counts Plaintiffs bring are now moot. Because Plaintiffs' claims are moot, there is no justiciable controversy between the Parties. Without a justiciable controversy, Alabama law prohibits Plaintiffs from obtaining relief under the Declaratory Judgment Act.

³ The Board of Directors of the Dauphin Island Property Owners Association are Defendants Eric Bay, Richard Brewer, Walter Brand, Sally Acuff, Vicki Helm, Donna Broach, Jeremy Tousinau, Terri Phillips, and Jane Tully Watkins.

Hunt Transition & Inaugural Fund, Inc. v. Grenier, 782 So. 2d 270, 272 (Ala. 2000).

Because Plaintiffs present no live controversy and cannot assert a viable claim for relief under any count, dismissal with prejudice is appropriate.

Respectfully submitted,

/s/M. Warren Butler

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Attorneys for Defendants

CERTIFICATE OF SERVICE

I certify that I have served a copy of the foregoing on all attorneys of record by filing same with the Clerk of Court via ALAFILE on June 4, 2025.

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/s/M. Warren Butler
M. Warren Butler (BUT021)

EXHIBIT
A

THIS INSTRUMENT PREPARED BY:

Adams and Reese LLP
11 North Water Street, Suite 23200
Mobile, Alabama 36602

CORRECTION DEED

(relating to the Deed recorded in Deed Book 601, Page 378)

STATE OF ALABAMA)

COUNTY OF MOBILE)

WHEREAS, on June 15, 1954, the **MOBILE CHAMBER OF COMMERCE**, an Alabama corporation (“Grantor”) granted its interest in the below-described property to **DAUPHIN ISLAND PROPERTY OWNER ASSOCIATION**, an Alabama non-profit corporation (“Grantee”) via a deed recorded on June 15, 1954, at Deed Book 601, Page 378 in the Deed records in the Office of the Judge of Probate of Mobile County, Alabama (the “Original Deed”).

WHEREAS, on the Original Deed, Grantor utilized unclear reservation language in both its introductory paragraph and in its vesting paragraph beginning with the language “TO HAVE AND TO HOLD”. Specifically, the Grantor included the language “...to be by the Grantee kept and maintained forever as a recreational area for the exclusive use and enjoyment of those persons who shall be and remain members of the said Dauphin Island Property Owners Association...”

WHEREAS, Grantor now seeks to correct this vesting language to more clearly elaborate its intention regarding the Grantee’s use of the Property.

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of Ten Dollars (\$10.00) and other valuable considerations paid to Grantor by Grantee, the receipt and sufficiency of which is acknowledged, Grantor does hereby revise the introductory paragraph of the Original Deed to read as follows:

KNOW ALL MEN BY THESE PRESENTS, That the **MOBILE CHAMBER OF COMMERCE**, an Alabama corporation, hereinafter referred to as the “Grantor”, for an in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration in hand to it paid by **DAUPHIN ISLAND PROPERTY OWNERS ASSOCIATION**, a non-profit corporation organized under the laws of the state of Alabama, hereinafter referred to as the “Grantee”, the receipt whereof

is hereby acknowledged, does hereby, upon and subject to the terms, conditions, covenants, reservations, restrictions, limitations, exceptions and easements hereinafter contained or referred to, grant, bargain, sell and convey unto the Grantee, to be by the Grantee kept and maintained forever as a recreational area for the exclusive use and enjoyment of those persons who shall be and remain members of the said Dauphin Island Property Owners Association, **specifically including the right to grant, bargain, assign and convey any and all easements that Grantee deems appropriate for the Property**, the following described property on Dauphin Island, County of Mobile, State of Alabama:

Further, Grantor does hereby revise the paragraph following the legal descriptions which begins "TO HAVE AND TO HOLD" to read as follows:

TO HAVE AND TO HOLD the same, together with all and singular, the rights, including riparian rights, members, privileges, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining, **specifically including the right to grant, bargain, assign and convey any and all easements that Grantee deems appropriate for the Property**, to be by the Grantee kept and maintained forever as a recreational area for the exclusive use and enjoyment of those person who shall be and remain members of the said Dauphin Island Property Owners Association, and upon and subject to the terms, conditions, covenants, reservations, restrictions, limitations, exceptions and easements herein contained or referred to, unto the Grantee, its successors and assigns, forever. In no event shall the title of the above described property revert to the Grantor, its successors or assigns.

All other language in the Original Deed, **specifically including the legal descriptions**, shall remain the same.

TO HAVE AND TO HOLD all and any such right, title and interest that Grantor may have in or to the Property unto the Grantee, its successors and assigns forever.

This conveyance is made for the sole purpose of correcting unclear reservation language and is therefore not subject to the Alabama recording tax under Ala. Code § 40-22-1(b).

Grantor: Mobile Chamber of Commerce
Grantor's Address: 451 Government Street, Mobile, AL 36602

Grantee: Dauphin Island Property Owners Association
Grantee's Address: P.O. Box 39, Dauphin Island, AL 36528

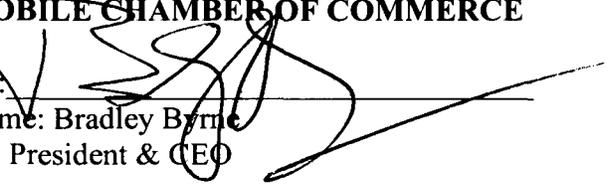
Property Address: Vacant Land, Dauphin Island, AL 36528

Value: Nominal (corrective deed only) - \$500.00 FMV

[SIGNATURE PAGE OF CORRECTION DEED]

GRANTOR:

MOBILE CHAMBER OF COMMERCE

By: 
Name: Bradley Byrne
Its: President & CEO

STATE OF ALABAMA)
) ss
COUNTY OF MOBILE)

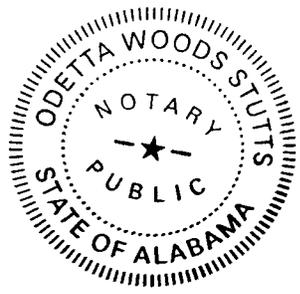
I, Odette Woods Stutts, a Notary Public in and for the State and County aforesaid, hereby certify that Bradley Byrne, whose name as President & CEO of the Mobile Chamber of Commerce, is signed to the foregoing Deed and who is known to me or has produced sufficient identification to me, acknowledged before me on this day that being informed of the contents of the foregoing Deed, he, as such President & CEO and with full authority, did execute the same voluntarily for and as the act of said entity.

Given under my hand and official seal on this 21st day of March, 2025.


Notary Public

My commission expires: 3/2/2026

[Notary Seal]



ID#

DAUPHIN ISLAND PROPERTY OWNERS ASSOCIATION

P.O. Box 39
Dauphin Island, AL 36528



Phone: 251-861-3144
Email: office@dipoa.org
Website: www.dipoa.org

Dear Valued Association Member,

As you know, we have an opportunity to rebuild the beach on the West End of Dauphin Island. To accomplish this, the Town of Dauphin Island (“the Town”) must be granted a permanent construction and monitoring easement for the West Surf Beach. **This permanent easement in no way transfers ownership of our property** but instead grants the Town access to the West Surf Beach to re-build the beach and sand dunes, plant vegetation for dune stabilization, prevent further shoreline erosion, use equipment as needed for construction and ongoing maintenance of the beach and dunes, and monitor and maintain the project.

It has been brought to the board’s attention, through a recently filed lawsuit, that a few POA members had concerns over the language used in the prior easement informational packet and ballot that were provided to you in December and voted on in January. Nothing has happened since the original membership vote that would prevent a new membership vote on the permanent easement. To remedy any confusion, if any existed, the board voted to allow a new membership vote on the permanent easement, and the board voted in favor of granting the permanent easement to the Town, 8-0. Now, the membership has a new opportunity to vote on this crucial easement that will allow for the protection of the West Surf Beach.

Below is information about the easement and your official ballot. I hope you, a valued DIPOA member, join the board in protecting our beach and VOTE YES to grant this permanent easement! If you have any questions at all, please contact the DIPOA office at (251) 861-3144 or office@dipoa.org.

Thank you, *Eric Bay*
Eric Bay President, DIPOA

I. DAUPHIN ISLAND WEST END NOURISHMENT PROJECT

The West End of the Island has experienced significant shoreline retreat. The Town is working on the beach nourishment project to restore dunes, protect coastal habitats, and mitigate shoreline erosion in the most vulnerable areas of the West End: mid-Island to Katrina Cut.

Design work is underway, the US Army Corps of Engineers (“USACE”) permit application has been submitted, the Town and the Alabama Department of Conservation and Natural Resources (“ADCNR”) are actively seeking funding, and a permanent easement is a key factor for funding eligibility. This project was identified as a priority measure in the USACE’s final Alabama Barrier Island Restoration Assessment Report, 2020.

The goal of this project is to restore and protect beach and dune habitats on the West End of Dauphin Island and enhance the ecosystem function of Alabama’s barrier island. We need YOUR support to achieve this goal! Please find additional details about the project at www.townofdauphinisland.org/westendnourishment.

2. POA CONSTRUCTION AND MONITORING EASEMENT – WEST SURF BEACH PROPERTIES

The DIPOA has five properties collectively known as “West Surf Beach.” (Figure 1). These properties have been mostly submerged for decades, due to numerous devastating hurricanes and tropical storms.



← **Figure 1:** The 5 DIPOA-owned properties known as “West Surf Beach”

The Town is proposing to bring sand back to the West End of Dauphin Island by constructing an engineered beach and maintaining the beach; however, the Town needs the DIPOA membership to grant it a permanent construction and maintenance easement to do so. Legally this is considered an 'encumbrance' on these properties and requires an affirmative vote of the DIPOA membership.

The easement granting the Town access and authority to maintain the project must be permanent; otherwise, it is likely that this project will not receive state funding. All current DIPOA access points will remain in place and will not be affected by this project or the easements.

It is crucial the DIPOA membership **VOTE YES** to approve the permanent easement to protect the West Surf Beach. Without the permanent easement, it is likely the West Surf Beach will continue to erode, the shoreline will continue to retreat, and any chance of funding for the project will be lost.

A copy of the easement documentation can be found on DIPOA's website for review at www.dipoa.org.

If you are a private landholder in the project footprint, the Town should have already contacted you and provided separate information regarding any easements that may be needed for your property. As stated above, this vote is limited and specific to the West Surf Beach Properties owned by the DIPOA (Figure 1).

All members are encouraged to send any questions and comments to either westend@townofdauphinisland.org or directly to the DIPOA at office@dipoa.org or (251) 861-3144. We value your input, so please do not hesitate to reach out if you have any concerns, questions, or comments.

3. NOTICE OF ANNUAL MEETING AND VOTING ELECTION

The Annual Meeting & Director Election of the DIPOA will be held on **Saturday, May 10, 2025, at 11:00 am**, on the lower level of the Isle Dauphine Clubhouse. All members are invited and encouraged to attend.

Your official ballot, corresponding instructions, and election candidates' bios are on page 4 / 4. An addressed return envelope is also enclosed for your convenience. If you have any questions about voting, need assistance completing your ballot, or need a replacement ballot, please contact us at (251) 861-3144 or office@dipoa.org.

Additionally, a blank Member Information Sheet with instructions for completion and return is on page 3 / 4. **You must confirm and/or update your contact information for your easement and election votes to count.** If you have not yet paid your \$150.00 voluntary annual membership dues, you may include it with the enclosed information sheet. We thank you for your dues, however payment is not required to cast your votes.

Please include YOUR COMPLETED BALLOT ONLY in the provided Ballot Envelope. For your votes to count, you must sign, date, and return the Member Information Sheet and place that in the return envelope.

You can mail in your ballot or hand-deliver your ballot at the Annual Meeting on May 10th **before 11:05 am**, as polls close at precisely 11:05 a.m. **To ensure timely delivery of your vote, please place your ballot in the mail no later than Friday, May 2nd.**

As stated above, following the January membership vote in favor of the easement, nothing has happened that would prevent a new membership vote on the West Surf Beach easement.

We appreciate your continued support through your votes, membership, volunteerism, and dedication to DIPOA. We look forward to seeing you at the Annual Meeting on May 10th.

ID#

**MAY 2025
DIPOA MEMBER INFORMATION SHEET**

SECTION 1 – INSTRUCTIONS – PLEASE READ CAREFULLY

1. Complete the Member Contact Information below in Section 2.
2. Read Section 3 and complete 3D if someone else will be submitting your ballot on your behalf.
3. You **MUST sign and date Section 4 in order for your ballot to be counted.**
4. Place your ballot in the envelope marked "BALLOT ONLY," seal it, and place it in the return envelope provided, along with this completed sheet.
5. Seal the addressed return envelope and either: 1. Hand Deliver to the DIPOA Office, 2. Hand deliver to the special meeting, 3. Place a stamp on the envelope and mail, or 4. Give it to your designated proxy as indicated in Section 3D.

SECTION 2 – MEMBER CONTACT INFORMATION (Use extra space below to update information)

Property Owner Name(s) (Please print): _____

Address of Dauphin Island Property: _____

Contact Information (phone or email - if questions arise concerning ballot): _____

Mailing Address: _____

Primary E-Mail: Primary Phone #: _____

Please check: I prefer to be contacted about POA business by _____ email, _____ phone, or _____ mailing address above.

SECTION 3 – HOW TO SUBMIT YOUR BALLOT (4 OPTIONS)

- A:** _____ IN PERSON AT THE DIPOA OFFICE: Bring your ballot, in the sealed ballot envelope provided, and this completed Information sheet to the DIPOA Office on 100-C Orleans Drive. Please hand your information to an election official or place it in the mailbox on the office door.
- B:** _____ IN PERSON AT THE ANNUAL MEETING: Bring your ballot, in the sealed ballot envelope provided, and this completed Information sheet to the Annual Meeting on May 10th. Please hand your information to an election official.
- C:** _____ BY MAIL: Use the self-addressed return envelope provided. If you mail your ballot, you are giving the Board of Directors or their designee permission to act as your proxy and to cast your vote on your behalf.
- D:** _____ HAVE SOMEONE ELSE DELIVER YOUR BALLOT: If you chose this option, you MUST designate an adult to be your proxy in order for them to cast your vote. Please mark with an "X" below and list the name of your proxy:
- _____ I authorize to cast my vote as indicated above. (The person you name will be the **only** person that can submit your ballot, will be required to show identification, and must deliver your ballot to a designated election official on or before the Annual Meeting on May 10, before the polls close at 11:05 am. **Name of Proxy:** _____

SECTION 4 – MEMBER CERTIFICATION

I certify by my signature below that the above information completely and accurately expresses my proxy and voting intent.

Signature

Print Name **Date**

ID#

ID#

MAY 2025 - DIPOA OFFICIAL BALLOT

INSTRUCTIONS: (1) Mark your votes regarding the easement and election below. (2) Detach the ballot at the blue dotted line below. (3) Place your completed & detached ballot in the small envelope marked "Ballot." (4) Seal the "Ballot" envelope. (5) Place the sealed Ballot envelope inside the return envelope provided. (6) ALSO, place your completed & signed "Information Sheet" in the return envelope. Please include your optional dues payment (if applicable) in the return envelope as well. **TO ENSURE TIMELY DELIVERY OF YOUR VOTE, PLEASE PLACE YOUR BALLOT IN THE MAIL NO LATER THAN FRIDAY, MAY 2.** Thank you.

(1) Do you approve granting a permanent construction and monitoring easement to the Town of Dauphin Island, allowing for the construction of dunes, re-construction of the beach, and placement and maintenance of sand on the West Surf Beach Properties to protect our beach from further erosion? **Vote YES or NO.**

YES, I approve granting the permanent easement.

NO, I do not approve granting the permanent easement.

(2) Please vote for two (2) candidates to serve in two of the three openings for the DIPOA Board of Directors. The candidates' biographies are located at the bottom of this page.

Caroline Fischer **Karen Entz**

Caroline Fischer: 1112 Napoleon Pl, Cfischr88@gmail.com:

Hello everyone, My vision for Dauphin Island/DIPOA is to enhance member engagement and preserve the DIPOA assets. Five years ago, Harold and I were introduced to this beautiful island then decided to move from Texas soon after. Driven by our love for its natural beauty and charming, close-knit community. The island's unique blend of serene landscapes and vibrant local culture immediately captured our hearts. We are thrilled to be part of this wonderful community and are eager to contribute to its growth and preservation. As a dedicated and passionate individual, I am committed to fostering community engagement and promoting sustainable development within the Dauphin Island community and the DIPOA. I believe these efforts are vital for our island's future. My character is defined by my integrity, transparency, and collaborative spirit. I am dedicated to representing the interests of all residents and ensuring inclusive and transparent decision-making processes. My background in community engagement and development, enriched by volunteering within our local Chamber of Commerce and the Texas Main Street Program/Texas Historical Commission, has equipped me with the skills and experience needed to contribute effectively to the DIPOA. I hope that you will consider me for a role on this board, as it is an important role. Together, we can create a thriving, sustainable, and inclusive community alongside the DIPOA.

Karen Entz: 301 Admiral Semmes, kentz54@yahoo.com:

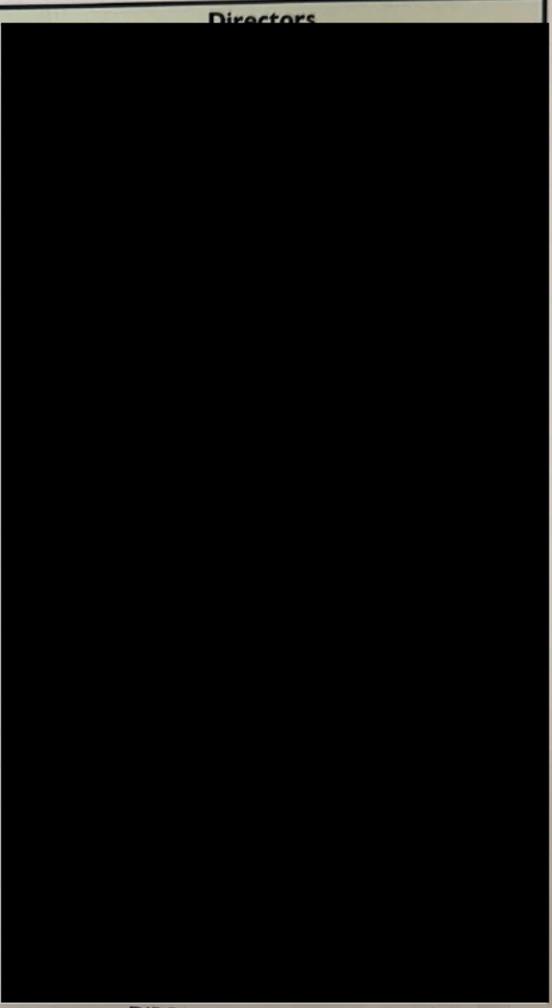
My husband and I had been looking for a second home on Dauphin Island since 2015. We knew we wanted to have a home on the East End where it was more residential for our family to enjoy so purchased a lot in 2019 and began the project. We also had another lot that we sold around the same time. We grew up on the same street in upstate NY where both our families were builders so we learned the trade at an early age and have built 5 homes ourselves. We have lived in Nashville, TN for the last 24 years and come to the island once a month. Though we are part-time I attend the town meetings and other events to stay involved with the protection of the island's way of life. I am also active with the Thursday Gardeners to beautify the island for residents and visitors to enjoy. There is no other place like Dauphin Island and I feel it is vital for it to remain that way. We are both retired now but are constantly working on new projects. I have an accounting degree and am fiscally responsible and know how to be cost effective by research and networking. I worked in finance and was Treasurer for different organizations. I am very familiar with writing the following documents: Bylaws, Mission Statements, Resolutions, Grants, SOP's (Standard Operating Procedures) When an issue arises I delve into the research to have as much data and facts readily available. That is how I feel I would be an asset to DIPOA. My goal would be to improve on what we should improve for the benefit of the property owners and adhere to DIPOA Mission Statement and Guidelines.

ID#

DIPOA
Annual Meeting & Election of Directors
May 10th 2025
Election Summary Tally Sheet

Total Ballots Received: 813
 Total Ballots Unvalidated or Disqualified: 54
 Total Ballots Validated: 819

Easement			
	YES	NO	Other
1-50	49	1	0
51-100	15	2	3
101-150	18	1	1
151-200	50	0	0
201-250	49	1	0
251-300	18	1	1
301-350	46	3	1
351-400	46	4	0
401-450	50	0	0
451-500	49	1	0
501-550	18	2	0
551-600	49	1	0
601-650	47	3	0
651-700	50	0	0
701-750	18	1	1
751-800	9	0	0
801-850	39	0	2
851-900	17	2	0
901-950			
951-1000			
Total Validated Ballots for Easement:	Total Validated YES Ballots:	Total Validated NO Ballots:	Total Other Ballots:
<u>819</u>	<u>787</u>	<u>23</u>	<u>9</u>



Prepared By: [Signature]
 Acknowledged By: [Signature]
 Witnessed By: [Signature]

DIPOA Property Manager
 Election Committee Chair
 Election Volunteer/Witness

11:50 am
5/10