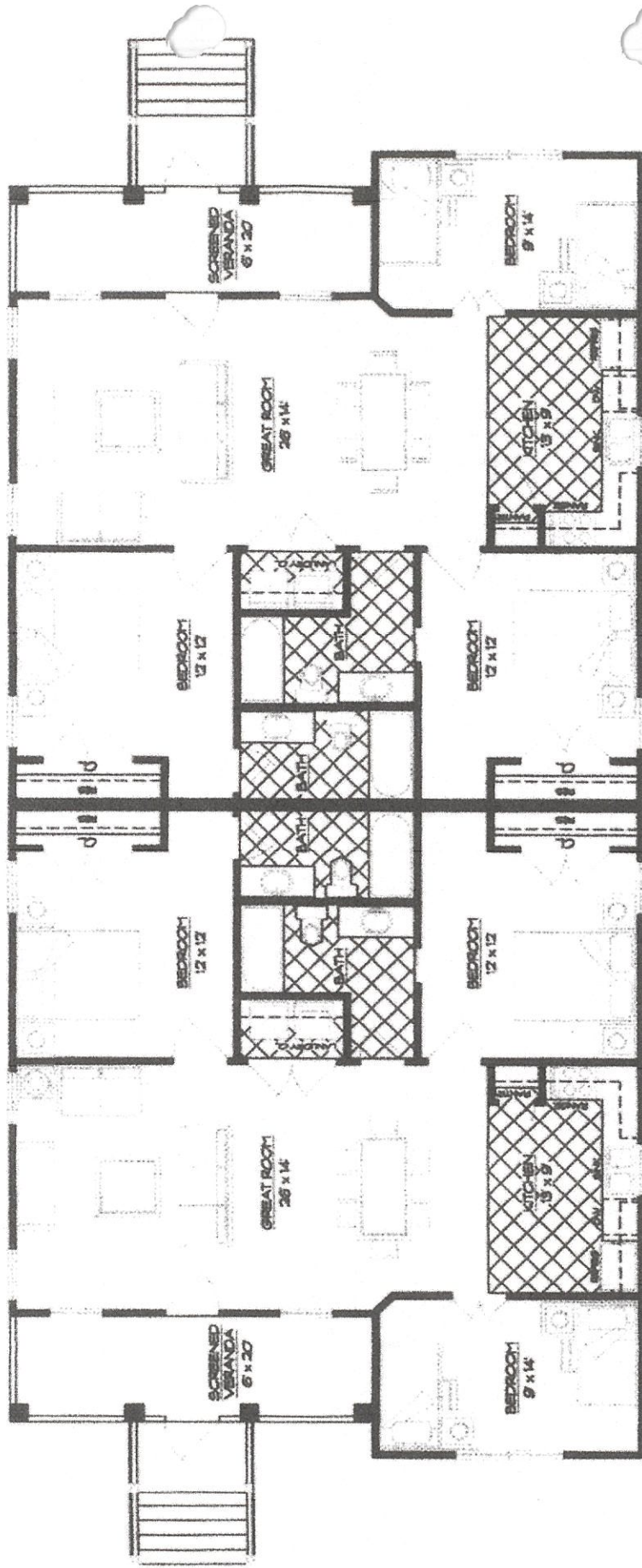




FLOOR PLAN

UNIT A

1,135 S.F. - HEATED AND COOLED

UNIT B

1,135 S.F. - HEATED AND COOLED

The Rookery Condo Owner's Assoc., Inc.
PO Box 145
Gulf Shores, AL 36547

Page Number: 1

Statement Date: 11/01/24

Customer ID: 801

For Billing Inquiries ask for: Campbell, Holly A.

251-200-5379

Holly@grantsanderstaylor.com

Current Activity 10/02/24 - 11/01/24:

Date	Type	Reference	Amount
11/01/24	Invoice	Monthly Dues	495.00

Beginning Balance: 495.00

Plus Current Invoice Activity: 495.00

Less Payments Received: -495.00

Total Due: \$ 495.00

Please make sure to note your unit number on all payments.

If you have questions regarding your account balance please call our owners hotline 251-200-5379.

aging Information:

Current	1 Period Old	2 Periods Old	3 Periods Old	>3
495.00	0.00	0.00	0.00	0.00

Rookery Unit Exterior Responsibility - Guidelines - 12/31/2020		
Rookery Unit Exterior Responsibilities	Assoc	Owner
Roof integrity	X	
Unit Siding integrity and paint	X	
Unit Trim integrity and paint	X	
Steps & Landing	X	
Outside Landing for Unit HVAC	X	
Walkway from curb to Unit	X	
Unit mildew / pressure washing	X	X
Under Unit Insulation / Barrier		
Wear & Tear / age degradation	X	
After Owner Repairs		X
Porch Door		
Wear & Tear / age degradation	X	
Owner neglect		X
Porch & porch door screens		
Wear & Tear / age degradation	X	
Owner neglect		X
Porch spindles		
Wear & Tear / age degradation	X	
Owner neglect		X
Porch wall lights		
Age degradation	X	
Owner neglect or changed out		X
Porch door bell button		
Age degradation	X	
Owner neglect or changed out		X
Outside water spigot		
Age degradation	X	
Owner changed out spigot		X
Under Unit lattice		
Age degradation	X	
Owner neglect		X
Unit Windows		
Age degradation	X	
Owner neglect		X
Unit Window screens		
Age degradation	X	
Owner neglect		X
Unit sewer grinder pump		
Age degradation	X	
Owner neglect		X
Owner added porch fans		X
Owner changed out porch lights		X
Owner added under porch screen		X
Owner added foot wash		X
Owner added decking or patio		X
Owner added roof turbines (No Longer Allowed 11/20		NA

Owner added hurricane shutters		X
Owner added storm door		X
Owner changed out door cypher lock (refer to Note 1 below)		X
Owner landscaping around unit		X
Outside HVAC Unit		X
Pest infestation such as mice, rats, raccoons, snakes, squirrels, birds, bedbugs, fleas, ticks, etc...		X
Termites	X	
Note 1 - Installed Door cypher locks must have a "key back up" option. Rules and Regulations paragraph 1.4 requires that access to any individual Unit may be necessary for the repair, maintenance, replacement, alteration, care or protection of the Common Elements, or any portion thereof. In the event of an emergency, Unit Owners must provide access to individual units upon request. This shall be accomplished by providing a key to their unit to the Association's management company.		
The following list identifies some examples of desired modifications that require the Unit Owner to submit an ARC Form to the Board for review to gain approval/disapproval prior to commencing with the desired change:		
Desired Modification	ARC Form Required	Owner Resp.
Patios/Decks	Yes	X
Roof Vents (Ridge/Turbine) No longer allowed	NA	NA
Storage Shed	Yes	X
Hurricane Shutters	Yes	X
Outdoor GFI Outlets	Yes	X
Attic pulldown stairs/ladders	Yes	X
Satellite Dishes	Yes	X
Landscape Accent Lighting	Yes	X
Landscape - Plantings - Trees Shrubs	Yes	X
Footwash/outside shower	Yes	X
Rain diversion tray	Yes	X
ETC	Yes	X
If you are planning to make any improvements to or around your unit, please contact a Board Member for details on the Architectural Review Committee approval process.		

Attention: LEIGH HART

S = Seller Only; B = Buyer Only; S/B = Seller and Buyer

Selected Plan: SHIELDCOMPLETE: BUYER ONLY

Description	Customer	Price
- A/C (Geothermal/water source heat pumps, Electric non-ducted wall AC units, Registers, Grills)	B	Incl.
- Air Conditioning Including Ductwork	B	Incl.
- Built-in Microwave Oven (Door Glass, Racks)	B	Incl.
- Built-in Microwaves	B	Incl.
- Ceiling Fans	B	Incl.
- Clothes Dryers	B	Incl.
- Clothes Washers	B	Incl.
- Dishwashers	B	Incl.
- Doorbells	B	Incl.
- Ductwork and Plumbing located in concrete (\$1,000 Limit each)	B	Incl.
- Electrical	B	Incl.
- Garage Door Opener (Remote Transmitter)	B	Incl.
- Garage Door Openers	B	Incl.
- Garbage Disposals	B	Incl.
- Heating (Geothermal/water source heat pumps, Grills, Heat Lamps, Registers)	B	Incl.
- Heating Including Ductwork	B	Incl.
- Improper Installations, Repairs, or Modifications	B	Incl.
- Instant Hot/Cold Water Dispensers	B	Incl.
- Insufficiently Maintained Equipment	B	Incl.
- Mismatched Systems	B	Incl.
- PERMITS/CODES/MODIFICATIONS	B	Incl.
- Plumbing	B	Incl.
- Plumbing (Pressure Regulators, Faucets, Shower Arms & Heads, Hose Bibs, Toilets, Sewage Ejector Pump)	B	Incl.
- Presence of Rust & Corrosion	B	Incl.
- Ranges, Ovens, Cooktops	B	Incl.
- Ranges, Ovens, Cooktops (Clocks, Dials, Handles, Knobs, Racks, Rotisseries)	B	Incl.
- Re-Key	B	Incl.
- Refrigerant Recapture, Reclaim, and Disposal	B	Incl.
- Refrigerators	B	Incl.
- Removal of Defective Equipment	B	Incl.
- Undetectable Pre-Existing Conditions	B	Incl.
- Water Heaters	B	Incl.

\$625.00

Optional Coverage:

Description	Customer	Qty.	Price
No optional coverages selected			
			\$0.00

Base Price	\$625.00
Optional Price	\$0.00
Total:	\$625.00

Selected Plan: SHIELDCOMPLETE: BUYER ONLY

Contract Term: 1 year

Contract ID: 618741678

Property Address:

5601 STATE HIGHWAY 180 APT 801
GULF SHORES, AL 36542

Dwelling Type:

Townhouse under 5000 sq.ft.

Service Fee: \$100.00*

*Specific covered items may have a higher service fee.

To add coverages or change your plan, call:

1-800-735-4663

For Service visit:

<https://www.ahs.com/request-service>

American Home Shield will not reimburse for services performed without prior approval.

OFFICIAL ALABAMA WOOD INFESTATION INSPECTION REPORT — Part A
(Report Consists of Part A and Part B)



Company Name Beebe's Pest & Termite Control Inc. License No. 54748
Address 18598 County Road 26 • Foley, AL 36535
Telephone No. 251-943-8166 Date of Inspection 28 Nov 22 Date of Issuance 29 Nov 22
Seller Southern Dream LLC Purchaser Marlin Inspector Simmons

SCOPE OF INSPECTION

An inspection of the structure(s) listed below was/were performed by a qualified inspector employed by this firm to determine only the visible presence of an active or previous infestation of the listed organisms under findings section of this report and is not intended to be a report of damage. If visible evidence of active or previous infestation of listed organisms is reported, it should be assumed that some degree of damage is present. This report is issued without expressed or implied warranty or guarantee, except as provided in Rule No. 80-10-9-.18, ALABAMA ADMINISTRATIVE CODE, or subject to any treatment contract specified below.

This inspection is limited to those parts of the structure that are visible and accessible at the time of the inspection. Examples of inaccessible areas include but are not limited to (1) areas concealed by wall coverings, floor coverings, furniture, equipment and stored articles, siding and (2) any portion of the structure in which inspection would necessitate removing, dismantling or defacing any part of the structure including the surface appearance of any part of the structure. This inspection does not cover any condition or damage which was not visible at the time of the inspection but which may be revealed in the course of repair or replacement work.

This inspection does not cover the presence or absence of health related molds or fungi. If you are concerned about indoor air quality related to fungi, mold or any mold-like conditions, you should consider assessment of such concerns by an industrial hygienist and/or certified mold inspector.

Due to the characteristics and behavior of various wood destroying organisms, it may not always be possible to determine the presence of an infestation without defacing or removing parts of the structure being inspected. Previous damage to trim, wall surface, etc. is frequently repaired prior to the inspection with putty, spackling, tape or other decorative devices. Damage that has been concealed or repaired with putty, spackling, tape, etc. may not be visible except by defacing the surface appearance of these areas.

- ☒ Main Structure Only Single family dwelling Other Structures (Specify) house only
Address of Structure(s) 18598 County Road 26, Foley, AL 36535
☐ It appears that the structure(s) or a portion thereof may have been previously treated. Evidence of previous treatment: _____

This company can give no assurances with regard to work that may have been previously performed by other companies. The company, which treated the property, should be contacted by the Buyer for treatment and contract information.

FINDINGS

Inspection Reveals Visible Evidence of:

Subterranean Termites
Powder Post Beetles
Wood Boring Beetles
Dry Wood Termites
Wood Decaying Fungi

Active Infestation

Yes	No
☐	☒
☐	☒
☐	☒
☐	☒
☐	☒

Previous Infestation

Yes	No
☐	☒
☐	☒
☐	☒
☐	☒
☐	☒

Remarks/Additional Findings

wood to ground moisture, inaccessible subfloor, inaccessible attic
possible hidden damage.
Termite treatment recommended by Beebe's Pest & Termite Control

NOTE: A diagram showing location of any visible evidence of an active or previous infestation is shown on Part B of this report.

TREATMENT

- ☐ The above-described structure(s) was/were treated by this company as follows:

Organisms

Subterranean Termites
Powder Post Beetles
Wood Boring Beetles
Dry Wood Termites
Wood Decaying Fungi

Date of Treatment

11/28

Contract Expiration Date

1-26

The present treatment contract(s) is/are:

- ____ Transferable to any subsequent property owner on or before the expiration date above. Company must be contacted to transfer contract.
____ Not transferable to any subsequent owner of property.

- ☒ The above structure(s) is/are not covered under a treatment contract by this company.

The undersigned buyer hereby acknowledges receipt of a copy of this report, Part A and B, and has read and understands any recommendations and the important CONSUMER INFORMATION SECTION regarding the scope and limitations of this inspection as shown on Part B of this report.

Buyers Signature Will C. Mat Date Dec 5 2022

Copies To: _____ Buyer _____ Mortgagee _____ Real Estate Agent _____ Seller df Post Control Company

THIS REPORT, PART A, MUST BE SIGNED BY THE BUYER. A LEGIBLE COPY OF THIS SIGNATURE PAGE MUST BE RETURNED TO THE INSPECTING COMPANY BY THE PERSON ORDERING THIS INSPECTION.

**SIGN
& DATE**

OFFICIAL ALABAMA WOOD INFESTATION INSPECTION REPORT — Part B
(Report Consists of Part A and Part B)



Address 5601 State Hwy 160 #201 Gulf Shores AL 36548 Date 25 Nov 22

IMPORTANT CONSUMER INFORMATION REGARDING THE SCOPE AND LIMITATIONS OF THIS REPORT
(Read this entire page, as it is a part of the report)

ATTENTION HOME BUYER:

1. This report is limited to the five (5) organisms listed under the Findings Section on the front of this report.
2. This report covers only those structures listed on the front of this report under Scope of Inspection.
3. The inspection covered the accessible areas of the structure that permitted entry during inspection. This inspection did not include any areas that were obstructed or inaccessible at the time of inspection. No inspection was made in areas which required the dismantling and/or removal of any structural component or object including, but not limited to: moldings, floor coverings, wall coverings, siding, fixed ceilings, insulation, E.I.F.S. (Exterior Insulation Finishing Systems), R.B.I. (Rigid Board Insulation) or other similar materials (collectively referred to as stucco) at ground level of foundation and exterior of building, furniture, appliances, and/or personal possessions, nor where areas inspected which were obstructed and/or inaccessible for physical access. If there were inaccessible areas that have been made accessible, then the inspection company may be contacted for additional inspections. An additional fee may apply.
4. The inspection for fungi, commonly referred to as wood rot or wood decay, is limited to infestations that occur below the first-floor level. It is not intended to cover damage to structure from excessive moisture conditions resulting from roof or plumbing leaks, improper structural design, or improper surface water drainage, or moisture conditions related to foundation insulation or E.I.F.S. construction. Wood decay fungi conditions of foundation pilings is not included in this report. It should be assumed that some degree of wood rot related damage would be present to pilings beneath the soil line proportionally to the age of the structure.
5. The term wood-boring beetles means only those beetles that are known to establish and maintain a continuing infestation in structures such as, but not limited to, the old house borer.
6. THIS IS NOT A STRUCTURAL DAMAGE REPORT. The inspecting firm is not responsible to repair any damage disclosed by this inspection, including but not limited to any wood-destroying organism infestation and/or damage which exists in areas or in wood which were not accessible for inspection as of the date of the inspection. Also, be informed that wood-destroying organism infestation and/or damage may exist in concealed or inaccessible areas. The evidence of an active or previous infestation may be synonymous with damage and such damage and any corrective repairs should be evaluated by the Buyer and/or their qualified building expert to determine the extent of damage and the need for repair. This report is not a guaranty or warranty as to the absence of wood-destroying organism nor is it a report as to the structural integrity of the building.
7. This inspection was not performed to determine the presence or absence of health related molds or fungi. Therefore, no testing, monitoring or sampling was performed for health related molds or fungi. If you are concerned about indoor air quality related to fungi, mold or any mold-like conditions, you should consider assessment of such concerns by an industrial hygienist and/or certified mold inspector.

Inspection of accessible areas of this property indicates visible evidence of active or previous infestation as follows:

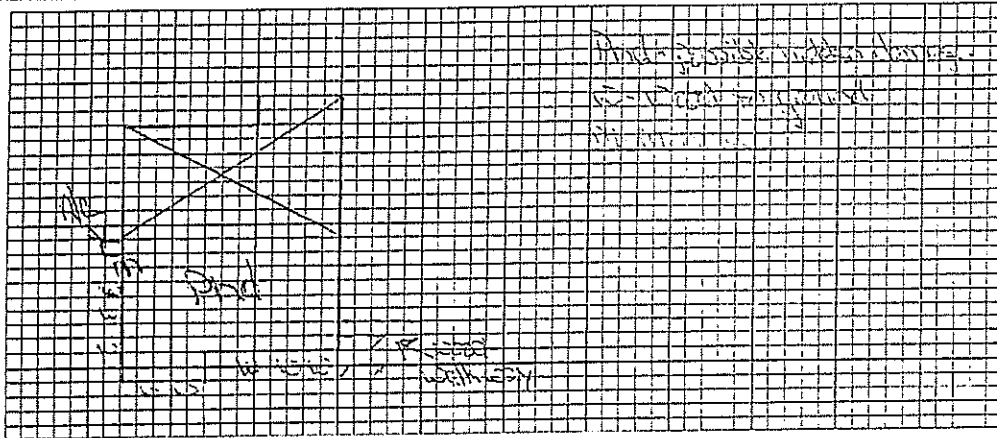
- ☐ A. Evidence of wood destroying organisms was observed. No control measures were performed.
☐ B. Evidence of wood destroying organisms was observed. Proper control measures were performed.
☐ C. Evidence of active or previous infestation exists as checked below: (NOTE: A written description of the location of the infestation such as floor joist, sill, siding, etc. must be given.)

ACTIVE PREVIOUS

☐	☐	SUBTERRANEAN TERMITES
☐	☐	POWDER POST BEETLES
☐	☐	WOOD BORING BEETLE
☐	☐	DRY WOOD TERMITES
☐	☐	WOOD DECAYING FUNGI

DIAGRAM

THIS DIAGRAM MUST SHOW THE LOCATION OF INFESTATION AS NOTED ABOVE. IN ADDITION, ANY HISTORY OF PRIOR INFESTATIONS, RETREATMENTS, AND REPAIRS MADE KNOWN TO THE COMPANY THROUGH ITS OBLIGATION UNDER ANY CONTRACTS ON THE PROPERTY WILL BE SHOWN.



KEYS

ST - Subterranean Termites	DT - Dry Wood Termites	CONSTRUCTION TYPE: (CHECK ALL THAT APPLY)
PPB - Powder Post Beetles	F - Wood Decaying Fungi	☐ BASEMENT ☐ SLAB ☐ CRAWL
WB - Wood Boring Beetles	P - Previous	
A - Active		

Buyer's Signature: [Signature]

Date: 12/5/2022

Neither I nor the company for which I am acting have had, presently have, or contemplate having any interest in the property.

Authorized Agent signature: [Signature]

Date of Inspection: 25 Nov 22

COPIES TO ☐ BUYER ☐ MORTGAGEE ☐ REAL ESTATE AGENT ☐ SELLER ☒ PEST CONTROL COMPANY

THIS REPORT, PART B, MUST BE SIGNED BY THE BUYER. A LEGIBLE COPY OF THIS SIGNATURE PAGE MUST BE RETURNED TO THE INSPECTING COMPANY BY THE PERSON ORDERING THIS INSPECTION.

Effective 3-18-05

BEEBE'S PEST & TERMITE CONTROL, INC.

Alabama· Mississippi· Louisiana

18598 COUNTY RD 26
FOLEY, AL 36535
(251) 943-8166

9251 RATON AVE.
BATON ROUGE, LA 70814
(225) 924-7096

TOLL FREE 1-800-880-7096
(251) 943-8171 FAX

PROPOSAL

SPECIFICATIONS & ESTIMATES

PROPOSAL SUBMITTED TO: <i>Clifton or Dawn Martin</i>	PHONE: <i>334-618-1611</i>	DATE: <i>28 Nov. 92</i>
ADDRESS: <i>5001 State Hwy 160 #801</i>	JOB NAME: <i>Real estate</i>	
CITY, STATE, ZIP: <i>Gulf Shores, AL 36542</i>	JOB LOCATION:	

TERMITE TREATMENT

TYPE OF CONSTRUCTION:

☐ FLOATING SLAB ☐ SUPPORTED SLAB ☐ MONOLITHIC SLAB ☒ PIER

- ☐ TRENCH AND TREAT OUTER PERIMETER OF STRUCTURE.
- ☐ TRENCH AND TREAT ALL PIERS, CHAIN WALLS, ETC. OF STRUCTURE.
- ☐ DRILL AND PRESSURE TREAT ALL EXPANSION JOINTS & DOOR CAPS.
- ☐ DRILL AND PRESSURE TREAT ALL BRICK PIERS, HOLLOW BLOCK, DOUBLE BRICK CHAINWALLS, OF STRUCTURE.
- ☐ CUT INSPECTION PLATE FOR TREATMENT OF BATH TRAP.
- ☒ INSTALL TERMITE BAITING SYSTEM AROUND THE OUTER PERIMETER OF STRUCTURE.
- ☒ MONITOR THE TERMITE BAITING SYSTEM ON A Annual BASIS FOR THE 1ST YEAR.
- ☒ ALL WORK IS GUARANTEED FOR A PERIOD OF ONE (1) YEAR, WITH OWNERS OPTION TO RENEW CONTRACT FOR \$ _____ PER QUARTER OR \$ 300.00 PER YEAR.
- ☒ ALL WORK DONE WILL BE IN ACCORDANCE WITH APPLICABLE SPECIFICATIONS.
- ☒ FORMOSAN TERMITE AND NATIVE SUBTERRANEAN TERMITE COVERAGE.

Retreat termite
WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS, FOR THE SUM OF: \$500.00

SIGNATURE: _____

DATE: _____

AUTHORIZED SIGNATURE: [Signature]

ACCEPTANCE OF PROPOSAL: THE ABOVE PRICES SPECIFICATIONS & CONDITIONS ARE SATISFACTORY & ARE HEREBY ACCEPTED, YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED & PAYMENT WILL BE MADE UPON COMPLETION OF JOB.
ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, ALL WORK TO BE COMPLETE IN A SUBSTANTIAL WORKLIKE MANNER, ACCORDING TO SPECIFICATIONS SUBMITTED. PER STANDARD PRACTICES ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS & WILL BECOME AN EXTRA CHARGE OVER & ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO & OTHER NECESSARY INSURANCE OUR WORKERS ARE FULLY COVERED BY WORKMEN'S COMPENSATION INSURANCE.

THANK YOU, BEEBE'S PEST & TERMITE CONTROL, INC.

FORM #B3

DATE

BEEBE'S PEST & TERMITE CONTROL, INC.

LOUISIANA
(225) 924-7096

MISSISSIPPI
(228) 435-1300

ALABAMA
(251) 943-8166

FLORIDA
(850) 858-2210

www.BeebesPest.com

TERMITE INVOICE

DATE: 23 Nov. 22

CUSTOMER/CONTRACTOR: National Lawn Martin PHONE #: 334-608-1611

JOB ADDRESS: 5001 State Hwy 180 # 801 CITY: Gulf Shores STATE: AL ZIP: 36542

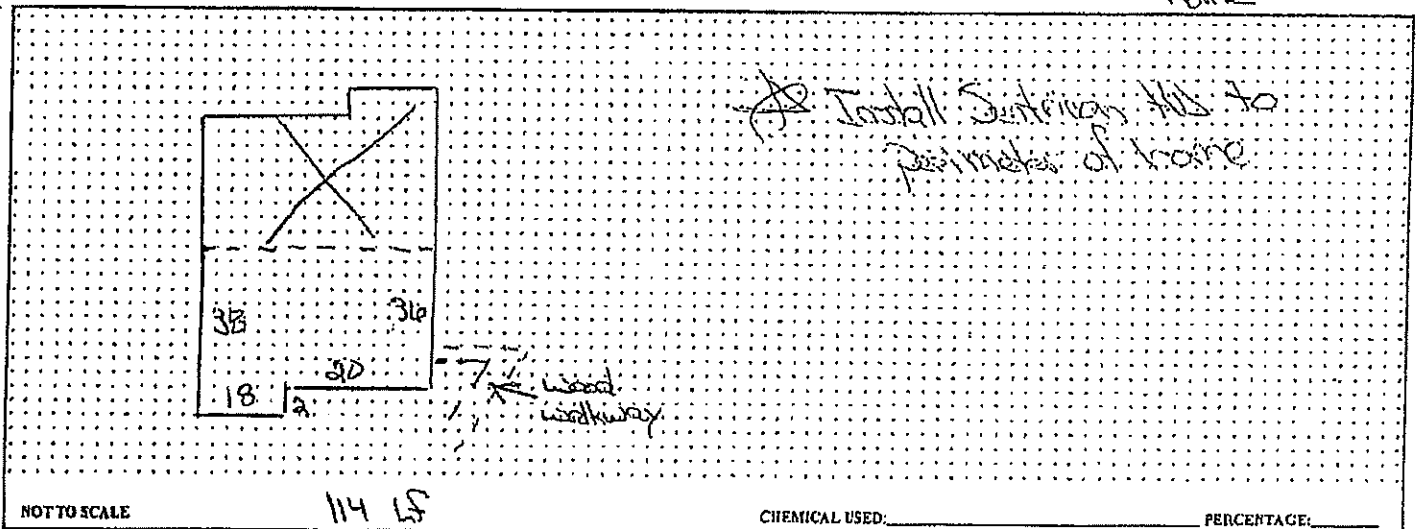
MAILING ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PROPERTY TYPE: ☒ RESIDENTIAL ☐ COMMERCIAL ☒ MULTI FAMILY DWELLING

☐ ADDITION TO EXISTING STRUCTURE ☐ DETACHED GARAGE/SHED ☐ OTHER _____

WORK PERFORMED: ☐ TERMITE JOB ☐ TERMITE RENEWAL INSPECTION ☐ 5 YEAR BOOSTER TREATMENT ☐ SPOT TREATMENT
☐ OUTER PERIMETER TRIATMENT ☐ INSTALLED BAITING STATIONS, # _____

STRUCTURE TYPE: ☐ FLOATING SLAB ☐ SUPPORTED SLAB ☐ MONO SLAB ☐ PIER ☐ FOOTINGS ☐ COMBINATION
☐ HOLLOW BLOCK ☐ CHAIN WALL ☐ DBL. BRICK CHAIN WALL ☒ WOOD PIERS rawl
home



WOOD DESTROYING ORGANISMS:

X- SUBTERRANEAN TERMITES F- FORMOSAN TERMITES PPB- POWDER POST BEETLES FG- FUNGUS ND- NON ACTIVE DAMAGE AD- ACTIVE DAMAGE
CONDUSIVE CONDITIONS, WHICH MUST BE CORRECTED WITHIN 30 DAYS:

A- A/C DRIPLINE NEEDS TO BE EXTENDED AWAY FROM STRUCTURE. M- MOISTURE CONDITIONS, NEEDS TO BE CORRECTED. FB- FORM BOARD
LEFT IN OR AROUND SLAB, NEEDS TO REMOVED. S- SOIL ABOVE SLAB, NEEDS TO BE 4"-6" BELOW SLABLINE. ST- STUCCO BELOW SOIL NEED TO
BE REMOVED. V- VEGITATION TO CLOSE TO STRUCTURE, NEEDS TO BE REMOVED, INCLUDES: BUSHES, GROUND COVER, VINES, ETC. W- WOOD TO
GROUND CONTACT OR WOOD TOO CLOSE TO STRUCTURE, NEEDS TO BE REMOVED.

NOTICE: HIDDEN TERMITE DAMAGE MAY BE PRESENT. COMMON OBSTRUCTIONS AND/OR INACCESSIBLE AREAS LIMIT THE INSPECTION. NO INSPECTION
WAS MADE IN AREAS WHICH REQUIRE MOVING, BREAKING APART OR INTO, DISMANTLING, REMOVAL OF OBJECTS INCLUDING, BUT NOT LIMITED TO:
MOLDING, FLOOR/WALL COVERING, INSULATION, FURNITURE, APPLIANCES, AND/OR PERSONAL POSSESSIONS. CUSTOMER INITIALS: _____

ALL CORRECTIONS ARE TO BE MADE WITHIN 30 DAYS.
PROPERTY OWNER MUST NOTIFY (BEEBE'S) IN WRITING THAT CORRECTIONS HAVE BEEN MADE.

CUSTOMER SIGNATURE

TECHNICIAN SIGNATURE

Sign
Here

AMOUNT CHARGED: 599.00 AMOUNT PAID: _____

CHECK #: _____ STATE/ DL#: _____

PLEASE REMIT PAYMENTS AND CORRECTIONS ONLY TO:

18598 CO RD 26 FOLEY, AL 36535

TRENCHED & TREATED _____ LN FT _____ GAL CHEMICAL USED _____ %

HORIZONTAL DRILLED & TREATED _____ LN FT _____ GAL CHEMICAL USED _____ %

VERTICAL DRILLED & TREATED _____ LN FT _____ GAL TOTAL GAL USED _____

BATH TRAPS INSTALLED/TREATED _____ # WOOD PIERS INJECTED _____ # PIERS _____

AREAS FOAMED ☐ YES ☐ NO IF YES, EXPLAINE: _____



Pest & Termite Control

PEST CONTROL SERVICE CONTRACT

Customer
Name: Orion & Dawn Martin
Address: 5601 State Hwy 180 # 801
City: Gulf Breeze
State: AL Zip: 36542
Daytime Phone: _____
Cell Phone: 334-688-6111

Premises
Name: _____
Address: _____
City: _____
State: _____ Zip: _____
Daytime Phone: _____
Cell Phone: _____

☒ RESIDENTIAL ☐ COMMERCIAL ☐ APARTMENT ☐ CONDO ☐ OTHER: _____

BASIC PEST CONTROL COVERAGE UNDER THIS AGREEMENT

Roaches, Rats, Mice, Ants, Silverfish, Spiders, Earwigs and Firebrats

Interior treatment: Crack and crevices to key harborage areas. Exterior treatment: Sweep doors, windows and eave's for spider control. Treat around outerperimeter of structure, doors, eave's, common areas & walkways. Centipedes, Millipedes, and Wasps up to 10ft high

SERVICE FREQUENCY

☐ Monthly ☐ Every Other Month ☒ Quarterly ☐ Semi Annual ☐ Annual

Jan ☐	Feb ☒	Mar ☐	April ☐
May ☒	Jun ☐	Jul ☐	Aug ☒
Sept ☐	Oct ☐	Nov ☒	Dec ☐

Special Instructions: Interior initial. Exterior liquid
granules. Exterior thereafter. Interior when
live pests are present

TERMS

- BEEBE'S (The Company) agrees to provide pest control services at the service address indicated above.
- Retreatment for the pest(s) checked above will be provided at no additional charge, after 10 days of the last treatment.
- Customer agrees to make the premises available for the treatment &/or inspection as stated in service frequency.
- The company will attempt to contact the customer to schedule an appointment for each service. If the customer is unavailable, the company will provide an exterior treatment and the customer agrees to pay the service fee. The company will provide interior treatment if the customer calls and schedules an appointment within 3 days of exterior treatment.
- This agreement will be for an initial period of 12 months.
- The company shall reserve the right to revise the service fee after the 12th month of this agreement.
- This agreement does not provide repairs to the structure that are necessary to control any of the pest listed in this agreement.
- This agreement does not include service for wood destroying insects or bed bugs.

Initial service charge	Regular service charge	Annual total	Less discount for advance payment	Total amount paid Cash Visa/MC Ck#
\$ <u>130.00</u>	\$ <u>75.00</u>	\$	\$	\$

PLEASE REMIT PAYMENTS: 18598 COUNTY ROAD 26 FOLEY, ALABAMA 36535

Company Representative: [Signature] Date: 28 Nov 22

Customer Signature: x [Signature] Date: 12/5/22

Place of Employment: _____ State/DL#: _____ SS#: _____

I, the customer, hereby acknowledge having read this document; understand that it affects the rights and responsibilities of all parties; and agree to be bound by the terms contained within it. I, the customer, understand and agree that should this account be placed in collections for non-payment that I will be responsible for the account balance plus any associated fees for collection. This agreement is for an initial period of twelve months from the date of the first service and will automatically continue on an annual basis, unless canceled by the customer in writing 30 days prior to the expiration date. If the customer cancels the contract, the remaining balance of the contract will be due and must be paid within 30 days of the cancellation.

Alabama 251-943-8166 Florida 850-858-2210 Louisiana 225-924-7096 Mississippi 228-435-1300
Fax 251-943-8171 Email Beebe@BeebesPest.com Website www.BeebesPest.com
18598 County Rd. 26 Foley, Alabama 36535 9251 Raton Ave. Baton Rouge, Louisiana 70814

DATE



LUXURY COASTAL VACATIONS

Luxury Coastal Vacations

13700 Perdido Key Drive Suite B120

Pensacola, FL 32507

(877) 859-0113

Annual Statement for 2023

Owner: Dawn and Clay Martin (ROOK801)
589 County Road 266
Enterprise, AL 36330
US

Account: Dawn and Clay Martin
(ROOK801)

<u>Date</u>	<u>Description</u>	<u>Charges</u>	<u>Income</u>
Unit: Rookery 801			
Reservation #621939: Blair (03/13/2023 - 03/18/2023) 5 Nights			
03/18/2023	Room Charge		\$695.29
03/18/2023	Commission Charge	\$139.06	
Reservation #621599: Kempton (03/25/2023 - 04/01/2023) 7 Nights			
04/01/2023	Room Charge		\$1,061.32
04/01/2023	Commission Charge	\$212.26	
Reservation #624074: Seppala (04/02/2023 - 04/07/2023) 5 Nights			
04/07/2023	Room Charge		\$571.04
04/07/2023	Commission Charge	\$114.21	
Reservation #623373: Resmondo (04/07/2023 - 04/10/2023) 3 Nights			
04/10/2023	Room Charge		\$411.32
04/10/2023	Commission Charge	\$82.26	
Reservation #624177: Martin (04/14/2023 - 04/17/2023) 3 Nights			
04/17/2023	Owner Departure Cleaning Fee	\$335.00	
Reservation #625074: Shelton (05/18/2023 - 05/22/2023) 4 Nights			
05/22/2023	Room Charge		\$870.76
05/22/2023	Commission Charge	\$174.15	
Reservation #625212: Kline (05/25/2023 - 05/28/2023) 3 Nights			
05/28/2023	Room Charge		\$686.27
05/28/2023	Commission Charge	\$137.25	
Reservation #627028: Bass (05/28/2023 - 06/01/2023) 4 Nights			
06/01/2023	Room Charge		\$764.00
06/01/2023	Commission Charge	\$152.80	
Reservation #625239: Milam (06/01/2023 - 06/08/2023) 7 Nights			
06/08/2023	Room Charge		\$1,859.44
06/08/2023	Commission Charge	\$371.89	
Reservation #628084: Miller (06/13/2023 - 06/16/2023) 3 Nights			



McKenzie Sharpe (Luxury
Coastal Vacations)

To You

Dec 26

...

Thank you!

Sunny Regards,

McKenzie Sharpe
Owner Relations
Luxury Coastal Vacations
[850-988-8501](tel:850-988-8501)



[13700 Perdido Key Drive, Suite C143](https://www.luxurycoastalvacations.com)

[Pensacola, Florida 32507](https://www.luxurycoastalvacations.com)

Office: [850-988-8501](tel:850-988-8501)

Visit our website at: www.luxurycoastalvacations.com



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Rules and Regulations

The Rookery, A Condominium Owner's Association
Gulf Shores (Fort Morgan), Alabama

Effective as of ~~November 28, 2018~~ October 5, 2024 as Amended

The Association has adopted the following "Rules and Regulations" to enhance the enjoyment and tranquility for all persons living in the community. These "Rules and Regulations" are in addition to those contained in the Declaration and By-Laws of the Association. Owners are subject to fines and all cost associated with any Rules and Regulations" violation by the Owner or heir guest.

Section 1 Condominium Documents/Rules

1.1 Condominium Documents

These "Rules and Regulations " shall be supplementary and in addition to the provisions of the *Declaration of Condominium of The Rookery, A Condominium*, the *Articles of Incorporation of The Rookery, A Condominium Owner's Association., Inc.*, and the *Bylaws of The Rookery, A Condominium Owner's Association, Inc.*

1.2 Supplemental Rules

There shall be no violation of any of these "Rules and Regulations" or of the terms and provisions of the condominium documents , or other supplemental rules and regulations which may from time to time be adopted by the Assertion Board of Directors and promulgated among the membership in writing. The Board is hereby and elsewhere in the condominium documents authorized to adopt such supplemental rules. Any consent or approval given under these "Rules and Regulations" may be added to or amended at time by resolution of the Board.

1.3 Association Management

1.3.1 All complaints, suggestions, or correspondence with the Board regarding management of the Association or the actions of other Owners shall be made in writing to the Board of Directors.

1.3.2 No Owner shall cause or request an employee of the Association, or of any management concerns employed by the Association, to do any private work , except as authorized in writing by the Association.

1.4 Access to Units

The Association and the Board of Directors, and their authorized employees and representatives, shall have such access to any individual Unit as may be necessary for the repair, maintenance, replacement, alteration, care or protection of the Common Elements, or any portion thereof. In the event of an emergency, Unit Owners must provide access to the individual Unit upon request. This shall be accomplished by providing a key to their Unit to the Association's management company.

1.5 Adherence to Rules by Guests

Unit Owners shall make their guests aware of these rules and regulations and shall be responsible for adherence thereto by their guests. The posting of a set of rules and regulations permanently within the leased or rented unit in a visible place shall be a sufficient compliance with this requirement.

~~6. Guest Registration Fee Policy~~

~~Starting in 2019 and annually thereafter, all owners who rent their Unit will be charged a flat \$300.00 annual fee.~~

~~7.~~ 1.6 Rules Enforcement

Owners or guests of owners will be issued a verbal and or written warning for any violation to the Rookery Rules and Regulations by the Board of Directors or the Rookery Property Manager. If the warning is not heeded and the violation is not corrected within a reasonable amount of time as determined by the Board, owners are subject to a \$100.00 fine per instance, per day for violations of any of the Rules and Regulations of the Rookery Association that are committed either by an owner or owner's renters/guests with the exception of where fines for specific violations have already been individually identified and or stipulated. (sub-paragraphs 4.2.6.1 re: temporary boat & trailer parking and 5.6.2 re: non-owner pets).

1.7 Certificate of Registration for Guests/Renters (New)

A certificate of registration will be issued for all guests and renters. This certificate must be displayed in the guest or renters vehicles. These certificates may not be copied/replicated or homemade. A distinct color will differentiate the certificates as to whether they are guests or renters. Certificates are for **single** use only and must be completed in permanent ink with the following information:

Unit number
Vehicle license number and state
Renters last name
Arrival through departure date

Certificates are available through the Property Management and the Website. Only Certificates purchased through the above systems are **Valid**.

The renter's fee for the certificate will be in the amount of \$35.00 per the 1st and \$35.00 per the 2nd vehicle. For the 3rd vehicle and more the fee increases to \$60.00 per vehicle.

Visitors/guests/renters failing to display the Certificate of Registration will result in a fine and or towing at the condo owner's expense. The fines are per vehicle per day:

1st offense \$100.00
2nd offense \$200.00
3rd offense \$300.00 plus towing costs

Boats and/or trailers, campers, etc., from guests and renters will have a separate fee for accommodations on site. This charge will be \$100.00 per item for the duration of stay that is registered.

Section 2- Condominium Units

2.1 Residential Use

2.1.1 No part of the Condominium property shall be used for other than residential use and the related recreational or common purposes for which the Condominium Property was designed. This shall not be construed in such a manner as to prohibit the Unit Owner from such uses which are expressly declared customary and incidental to the principle residential uses and shall not be deemed a violation of this restriction.

2.1.2 All uses of the Condominium Property and any Units therein shall conform to all applicable zoning ordinances and all other laws and regulations of including Federal, State, County and municipal authorities having jurisdiction.

2.2 General Appearance/Cleanliness

Unit owners shall keep the exteriors of their Units neat, clean, attractive and free of trash, debris. ~~Personal items.~~ No clothing or towels shall be hung outside the Units for 24 hours or more and no outdoor clothes line shall be maintained anywhere on premises. No electrical extension cords shall be run or left on boardwalks as this is a safety hazard. Fines to condo owners will be \$25.00 per event.

2.3 Outdoor Cooking

~~Except for electric grills,~~ No outdoor cooking shall be allowed on Unit walkways, decks or porches. All grills (charcoal, gas, wood, electric, etc.) must be 10 feet from any structure.

2.3.1 Campfires

Campfires are permitted when contained in a manufactured fire pit/fire box with a spark arresting cover/top. Wood burning only.

2.3.2 Disposal of ashes and charcoal must be done in proper metal receptacle with an abundance of caution; these items should not be disposed of on the sand or ground or into the dumpster.

2.4 Maintenance and Repair

Unit Owners shall maintain their Units in good order and repair at their own expense. Unit Owners shall not do or allow anything to be done therein that may increase the rate or cause the cancellation of insurance on other Units or the Common Elements.

2.4.1 Rookery On Site Contractor Insurance Requirements

All contractors/vendors hired by an Owner and working on Rookery Limited Common Elements or Rookery Common Elements must have Liability and Workman's Compensation Insurance. If Owners do not insure compliance, they accept any liability that may occur and will be fined.

2.5 Alterations

No structural alteration, construction, addition or removal of any Unit or Common Element shall be commenced except with prior consent of the board. Structural alterations shall include, but is not limited to attachment of satellite dishes, storage buildings or any other equipment, materials or structures to the outside walls of any Unit. As required per the Rookery Declaration-Article 5-8-(2) the following alterations to the exterior appearance of the Unit for both Limited Common and Common Elements have been deemed "permissible by the Association" and hereby granted a Revocable License to install the following items:

2.5.1 Limited Common Element: Porch Interior Alterations

Owners are allowed to attach personal decor items onto the exterior cladding walls and solid wood exterior trim "inside the confines of the enclosed porch only", provided they are in good taste and not deemed offensive by the Board.

2.5.2 Common Element: Unit Exterior Trim Alterations

Owners may attach personal wind chimes, plant hangers, decorative wind socks, flag holders and solar motion detected spot lights to the solid wood exterior trim of the enclosed porch, exterior roof overhang rafters or porch landing only, providing they are in good taste and not deemed offensive by the Board.

2.5.3 Common Element: Cladding & Roof Alterations

Hose Hangers may be installed to the exterior cladding of a Unit in the proximity of the exterior water spigot if attached "no higher than" the lower 3 levels of exterior siding.

2.5.4 No other items may be attached to the Unit exterior(Cladding or Roof). All other alterations to exterior appearance require submittal of an ARC and Board approval or disapproval at the sole discretion of the ARC Board.

2.5.5 Common Element/ Exterior Alterations Requiring Architecture Review Committee (ARC) Approval

ARCs can be found on the Rookery website. This includes but is not limited to:

Reef Vents (ridge or turbines) Not allowed due to insurance restrictions
Hurricane Shutters
Outdoor GFIs
Satellite Dishes
Storage Buildings
Wooden Deck Patios
Patio Block, Pavers, Stone Patios
Landscaping Lighting
Porch Ramps
Electrical Car Chargers

Contact the Board if you have any question regarding if an ARC form is required to be submitted and approved before performing whatever alteration you are planning on making.

The installation and use of window air conditioner units is prohibited.

Repairs (plumbing or electrical, etc.) that Owners may have to perform under their units that require the current insulation and or moisture barriers to be disturbed or removed will require the Owner to have the insulation and or moisture barriers to be replaced at their own expense after their subject repairs have been complete.

2.5.6 Common Element Area Alterations: Area Around the Unit

Owners are encouraged to maintain and trim existing foliage around the immediate proximity of their Unit to a minimum clearance of 3 feet from the exterior of their Unit.

The Board grants to the Owners a Revocable License to create / use outdoor fire pits with flame / sparks arrestor on common ground adjacent to a Unit, must comply with all local and county rules and adhere to local burn bans periods and be located at a minimum of 10 feet from the Unit structure.

The Board grants to the Owners a Revocable License to plant trees, bushes and shrubbery on common area in the immediate proximity of their Unit at their expense and are expected to maintain those subject plantings. Plantings must be no closer than 6 feet from the Unit itself and 3 feet minimum from the boardwalks.

The Board grants to the Owners a Revocable License to replenish sand on the common ground in the immediate proximity of their Unit, ~~at their expense.~~ The Board will provide one tractor bucket load to Owner per year free of any charge. If additional sand is required by Owner, Owner should contact Property Management to schedule a truck load. If Owner follows this procedure the Board will pay 50% of sand charge.

2.5.7 Video Security Cameras & Drones

Doorbell video cameras are permitted to be installed by the front door. ~~All other video cameras of any type are not allowed to be installed within or on Limited Common Elements (porch areas); or Common Element Areas (Unit exteriors & common Area).~~

The operation and flying of drones from within the boundaries of the Rookery Property is strictly prohibited.

2.6 Board Authority

The Board of Directors has the authority to make amendments to the Rules & Regulations subject to being overruled by a majority of the voting interest of the Owners.

By the granting of the aforementioned Revocable License in Section 2.5 to install items in any Common Area and Limited Common Area, The Board of Directors may change rules at any time and require the Owner of the installed items too remove them at their own expense.

Notwithstanding, the Board reserves the right at its sole discretion to disallow, disapprove or remove any item in the common Area or Limited Common Area that is deemed to be in poor taste by the Board.

Section 3 Common Areas

3.1 Limitation on Use

The use of the swimming pools, tennis court, boardwalks, nature paths, parking spaces, and other common areas shall be limited to the Unit Owners and to other actually inhabiting the Units with the expressed permission of the Owners or pursuant to the rental of a Unit from an Owner.

3.2 Swimming Pools & Spa

3.2.1 The small swimming pool, large swimming pool and spa are Common Elements accessible by all Unit Owners and guest of the Rookery I & II Condominiums.

3.2.2 Except when entering or leaving, the gates to the pool areas must remain closed at all times.

3.2.3 Unit Owners and their guests/renters must follow the posted pool/spa rules and the hours of use.

3.2.4 Pool Rules

No Lifeguard On Duty- Swim at Your Own Risk
Owners and Guests Only
Shower Before Entering Pool
Children Under 12 Must be Accompanied by an Adult
Swimmer Diapers Required
No Glassware Allowed in or Around Pool Area
No Diving or Running
No Smoking or Food in Pool
No Pets in Poll Area
Bathers with Diarrhea, Skin Disease, Open Lesions, Etc...Shall be Excluded from the Pool
Place all Trash in Receptacles
Maximum Bathing Load is 65 People

No Horseplay
Pool Hours 8 AM to 11 PM

3.2.5 Spa Rules

Children Under the Age of 12 are Not Allowed in the Spa
Pregnant Women should Not use the Spa
Spa Temperature Can NOT exceed 104 Degrees
No Glass Containers Allowed in Spa
No Horseplay
Spa Hours 8 AM to 11 PM

3.2.6 Other Posted Rules

~~NO GLASS~~
Emergencies : Call 911
Lounge Furniture is NOT Allowed in Pool or Spa
No Glass of Any Kind in the Pool Area. This Includes Bottles in Coolers

3.3 Maintenance

Only authorized maintenance personnel are allowed to adjust water valves, sprinklers, timers, lights or any other common equipment.

3.4 Damages

Any damage to buildings, equipment, or other common area items, caused by Unit Owner or his/her guests, tenants or pets shall be repaired at the expense of the Owner.
Closures to the pool or spa due to negligence of an Owner or guest / renter will be charged to the Owner. Charge will be \$200.00 per occurrence plus cost of clean up and repairs.

Section 4 Vehicles

4.1 Driving

4.1.1 Motorized vehicles; including but not limited to automobiles, sport utility vehicles, trucks, motor homes, golf carts and ATVs are not to be driven on any areas of the Condominium Property except designated streets. Operators of golf carts and ATVs must be at least 15 years of age with a permit or have a licensed person present with them in the vehicle.

4.1.2 The maximum speed limit on the Condominium Property is 7 1/2 miles per hour (MPH). Unit Owners, as well as their family, guests, tenants or employees must observe all posted traffic regulations.

4.2 Parking

Owners (those names on the deeded Units) are required to display on the front windshield of their vehicle the Owner's decal. This decal must be located the passenger side of the windshield below the upper tint line for visibility.

4.2.1 No vehicles or boats/trailers may be parked on the Common Elements except in those gravel areas that have been designated for parking. Boats/trailers, and utility trailers must be parked/stored in the designated Temporary Boat/Trailer parking areas and not remain in standard vehicle parking areas along roadways or in the cul-de-sac areas after loading or unloading contents. Golf Carts and ATVs may be parked off gravel area but only in the immediate proximity of an Owner's Unit. No vehicle of any kind should be parked over any utility access point/box.

4.2.2 It is the responsibility of the Unit Owners to inform their guests/renters of the designated parking areas. Guest/ renter parking is limited to 2 vehicles per Unit proximity, all other vehicles or boat/trailers, etc., shall be parked in the designated overflow areas. See fines applicable in Section 1.7 Certificate of Registration.

4.2.3 No vehicle or boats/trailers, etc., shall be parked in such a manner as to block the roadways or prohibit ingress and egress to the individual Units (This includes passage to walkways/boardwalks, Unit Owners steps, Fire hydrants, access points for fire road on Bon Secour Property, etc.), or to the Common Elements. Any improperly or illegally parked vehicle or any vehicle, boat/trailer RV, utility trailer, etc., that does not reflect having a current applicable license or registration is subject to be towed away at the owners expense.

4.2.4 No vehicle that cannot be operated on its own power shall remain parked for more than twenty four (24) hours without the express permission the Board or its designated agent.

2.4.5. No vehicle repair, other than changing a flat tire or washing and waxing shall be made on the Condominium Property.

2.4.6 Boat/trailer, vehicle parking areas are provided for temporary owner storage. Only (30 or less). For longer periods specific permission of the Rookery Board is required. For guest storage/parking appropriate certificates are required. See Section 1.7 Certificate of Registration for Guests.

~~2.4.6.1. Owners and renters may park boats, boat trailers and utility trailers (open or enclosed) in designated temporary Parking locations for up to thirty (30) days. Owners may park boats and boat trailers in designated temporary parking areas for periods over thirty (30) days. Utility trailers (open or enclosed) may not be parked for over thirty (30) days per calendar year. Owners and/or renters may request an extension for the thirty day rule if there are extenuating circumstances that should be brought to the Board's attention. Standard fines of \$150.00 plus \$25.00 /day may be applied for violations of the temporary parking rules.~~

~~2.4.7 When not in use an owner may cover their automobile, boat, golf cart or motorcycle with a fitted cover to reduce the effects of weathering. An Owner may not erect any permanent or semi permanent structure in a Common parking area.~~

Section 5 General

5.1 Signs

5.1.1. Signage pertaining to political views, advertising, commercial endeavors and/ or are vulgar, offensive, and deemed inappropriate by the Board, shall not be erected in any Area/ Element of the Rookery. ~~No signs of any character shall be erected, posted or displayed upon in or about any Unit or the Common Element without prior written consent of the Board or its agents, and under such conditions as may be established.~~ The provisions of this sub section shall not be applicable to the institute holder of any first mortgage which comes into possession of any Unit by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or judicial sale or other proceeding, arrangement or deed in lieu of foreclosure.

5.1.2. ~~Yard signs of any kind are prohibited.~~ "For Sale" or "For Rent" or "Open House" signs are to be displayed in one front window only. Yard signs that are decorative around an Unit are allowed as long as they do not block egress to walkways and are deemed non offensive to the Board.

5.2 Solicitations

Door to door solicitations are not permitted. The Board should be notified of any unauthorized solicitations.

5.3 Trash/Garbage/Litter

5.3.1 Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in a clean and sanitary manner. (Household wastes are either bagged or boxed). No personal exterior trash containers are allowed at Units for long term collection.

5.3.2 Household trash and garbage should be deposited in the nearest dumpsters provided for that purpose. DO NOT place or leave any refuse outside of the dumpster ~~expecting someone else to deposit it for you.~~ Owners should make their renters/guests and cleaning companies aware of this rule. Fines will be issued to Owners for non compliance based on the extra costs caused by the waste management company handling.

5.3.3 No burning of trash is allowed.

5.3.4 No unsightly accumulation or storage of litter, new or used building materials, appliances ~~or trash of any kind~~ shall be permitted outside Condominium Unit, within screened porches or upon any of the common element.

5.3.5. Owners are responsible for the removal of appliances, building materials and landscaping debris, etc. Unit Owners are responsible to contact Baldwin County Sanitary Services and the Property Manager when debris is placed near the entrance to The Rookery. If this procedure is not followed, the materials found here will be removed with a charge to the Unit Owner.

5.4 Nuisances

5.4.1 Unlawful, immoral, noxious or offensive activities.(e.g.domestic disturbances, etc.) shall not be carried on in any Unit or elsewhere on the Condominium Property, nor shall anything be

done therein or thereon, which shall constitute a nuisance or which shall, in the judgment of the Board or/and Property Management, causes unreasonable noise or disturbance to others. Quiet hours will be noted as 10:00 PM till 7:00 AM for the Property's tranquility. The Owner will be fined for any negligence/violations of these rules. Call out fees for Property Management will also be added to fine expenses:

1st incident.	\$100.00 and possible eviction
2nd incident	\$200.00 and possible eviction
3rd incident	\$300.00 definite eviction

5.4.2 No loud music or parties, which disturb the inhabitants of the other Units shall be allowed at any time.

5.4.3 The discharge and shooting of fireworks of any kind is prohibited on the Condominium Property.

~~5.5. LITTER~~

~~5.5.1 No burning of trash is allowed.~~

~~5.5.2 No unsightly accumulation or storage of litter, new or used building materials, appliances or trash of any kind shall be permitted outside Condominium Unit, within screened porches or upon any of the common element.~~

~~5.6~~ **5.5 PET**

5.5.1 The maintenance, keeping, breeding, boarding and/or raising of animals, livestock or poultry of any kind regardless of number, is prohibited within any Unit, or upon any Common Elements. This shall not prohibit the keeping of well behaved, orderly dogs or cats and or caged birds as domesticated by Unit Owners.

5.5.2 No one other than Unit Owners are allowed to have their personal pets on the Condominium Property. In the event that a tenant/renter non-owner is found to have a pet on the Property, the Owner of the Unit will be fined \$ 150.00 in addition to \$ 100.00 per day assessment per pet, per instance unit the pet is removed from the Property.

5.5.2.1 The Board currently defines "personal pets" as follows: are pets that an owner personally owns, or pets belonging to family or guest of the owner who is staying in their unit, as long as the owner is personally there for the subject pets during the duration of the stay. Pets belonging to a family or guest of the Owner who are staying in their Unit without the Owner present is still considered a violation to the rules and the pet fines would apply.

5.5.2.1.1. Non personal pets are not allowed unless certified and vested service dogs in accordance with the ADA (American's with Disabilities Act) According to the ADA

"Service animals are defined as dogs that are individually trained to do work or perform tasks for the benefit of an individual with a ~~people with~~ disabilities, including physical, sensory, psychiatric, intellectual or another mental disability."

" Animals/Dogs whose sole function is to provide comfort or emotional support does not qualify as service animals under the ADA."

5.5.3 Pets shall not be leashed or otherwise left unattended outside of any Unit.

5.5.4 Pets shall not be permitted upon the Common Areas of the Condominium Property unless they are leashed. Unit Owners are personally responsible for the immediate removal of feces dropped by their animals on the property. Continual violation of not removing fecal material will incur a \$25.00 per event.

5.5.5 All approved pets kept on the Condominium Property shall have been inoculated as required by local law.

5.5.6 Any Unit Owner who keeps or maintains any pet upon any portion of the Condominium Property shall be deemed to have identified and agreed to hold the Condominium and each of its members and their tenants, guest and employees, free and harmless , from any claim ,loss, or liability of any kind or character whatever arising by reason of keeping or maintaining such pet.

5.7. 5.6 Bed Bug Infestation

Upon discovery of a bed bug infestation, Owner must immediately notify the Rookery Property Management of the situation. The Property Management will provide contact information to the Owner of commercially licensed extermination companies within the area. Owners are responsible to handle this situation in a timely manner.

5.7 Lithium Batteries

Lithium batteries that are part of electric bikes, scooters, hoverboards, etc., shall not be charged in the Unit or on the porch. These items can be charged at least ten (10) feet away from any structures.

Fines/Violations Recap

From

Section 1.6	Rules Enforcement	\$100.00
Section 1.7	Certificate of Registration.	1st offense \$100.00
		2nd offense \$200.00
		3rd offense \$300.00
		Plus towing costs
Section 2.2	General Appearance.	\$25.00
Section 4.1	Pool Closures.	\$200.00

**Plus repairs and
cleanup costs**

Section 5.4 Nuisances.

**1st offense \$100.00
2nd offense \$200.00
3rd offense \$300.00
Plus management
company call out fees**

Section 5.5 Pets

**\$150.00 to Owner and
per day violation of \$100.00**

Section 5.5.4 Pets Cleanup.

\$25.00

For use by
recording
office only:

This instrument was
prepared by:

Samuel G. McKerrall
McKerrall & Lee, P.C.
Attorneys at Law
Post Office Box 818
Gulf Shores, Alabama 36547

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

2003 June -20 10:35AM

Instrument Number 737752 Pages 20
Recording 60.00 Mortgage
Deed 10.00
Index 1.00
Fees 3.00

Marian T. Johns, Judge of Probate

BYLAWS OF
THE ROOKERY, A CONDOMINIUM
OWNERS' ASSOCIATION, INC.

1. Preamble - These are the bylaws of The Rookery, a Condominium, Owners' Association, Inc., hereinafter called the "Association," a non-profit corporation, organized and existing under the laws of the State of Alabama pursuant to the provisions of the Alabama Uniform Condominium Act of 1991, §§ 35-8A-101 through 35-8A-417 CODE OF ALABAMA 1975, hereinafter sometimes referred to as the "Condominium Act" and the Alabama Nonprofit Corporation Act, §§ 10-3A-1 to 10-3A-225 CODE OF ALABAMA 1975, hereinafter sometimes referred to as the Nonprofit Corporation Act.

2. Principal Office - The initial principal office of the Association shall be at the office of The Rookery, L.L.C., 22645-D Canal Road, Orange Beach, Alabama, 36561; when the construction of The Rookery, a Condominium, has been completed the address may change to such

737752

other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.

3. Fiscal Year - The fiscal year of the Association shall be the calendar year.

4. Corporate Seal - The seal of the Association shall bear the name of the corporation, with the word "Alabama," the words "Nonprofit Corporation" and the year in which The Rookery, a Condominium, Owners' Association, Inc., was incorporated.

5. Definitions - All terms defined in the Condominium Act, the Nonprofit Corporation Act, the declaration of condominium of The Rookery, a Condominium, and the Articles of Incorporation of The Rookery, a Condominium, Owners' Association, Inc., are incorporated herein by reference.

6. Members of the Association - Those persons, partnerships, joint ventures, corporations or other legal entities who presently own or hereafter acquire ownership of units in The Rookery, a Condominium shall be members of the Association. The voting rights of members are set forth in the declaration of condominium of The Rookery, a Condominium, and elsewhere in these bylaws.

7. Annual Meetings of the Members - An annual meeting of the members of the Association shall be held at 10:00 A.M. on the second Saturday in December of each year. The meeting shall be held at The Rookery, a Condominium, or at such other place within the State of Alabama as shall be determined by the Board of Directors and properly noticed to the members. The annual meeting shall be for the purpose of electing directors and transacting any other business which may properly be brought before the meeting.

8. Special Meetings of the Members - Special meetings of the members of the Association shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast twenty percent (20%) of the votes of the entire membership. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

9. Notice of Meetings of the Members - Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the Secretary or President or Vice President unless waived in writing. Written notice delivered by hand, courier or United States mail shall be given to each Unit Owner not less than 10 nor more than 60 days prior to the date of the meeting. If a unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address which the owner initially identifies for that purpose and thereafter as one or more of the owners of the unit shall so advise the Association in writing, or if no address is given, or the owners of the unit do not agree, to the address provided on the deed of record. An officer of the Association, or the manager or other person providing notice of the Association meeting, shall provide an affidavit or United States Postal Service Certificate of mailing, to be included in the official records of the Association affirming that the notice was mailed, sent by courier or hand delivered, in accordance with this provision, to each unit owner at the address last furnished to the Association. Notice of meetings may be waived before or after the meeting by any unit owner in writing.

10. Action by Members Without Meeting - Any action required to be taken at a meeting of the members may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the members entitled to vote with respect to the subject matter of

the action. Such consent shall have the same force and effect as a unanimous vote and may be stated as such in any articles or documents filed with either the Probate Judge of Baldwin County or the Alabama Secretary of State.

11. Quorum at Members' Meetings - A quorum shall be deemed present throughout any meeting of the unit owners' association if persons entitled to cast 50 percent of the votes which may be cast for election of members of the board of directors are present in person or by proxy at the beginning of the meeting.

12. Voting at Members' Meetings - In all unit owners' association matters, each unit shall be entitled to one vote. Any person or entity owning more than one unit shall be entitled to cast the sum of the votes for all units owned, except as otherwise provided in the By-Laws. The vote allocated to a unit may be cast pursuant to a proxy duly executed by the unit owner. If a unit is owned by more than one person, each owner of the unit may vote or register protest to the casting of votes by the other owners of the unit through a duly executed proxy.¹ All protests shall be resolved by the chairperson of the meeting, with the advice and consent of a majority of the members of the board of directors present at the meeting.

13. Proxies - Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting. Every proxy shall be revocable at any time at the pleasure of the person executing it, but a unit owner may not revoke a proxy except by actual notice of revocation to the person presiding

¹ This sentence is a verbatim reproduction of the second sentence of § 35-8A-310(b) of the Act.

over a meeting of the association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date, unless it specifies a longer or shorter term.

14. Adjourned Meetings - If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting, from time to time, until a quorum is present.

15. The Order of Business - The order of business at annual members' meetings, and as far as practical, at other members' meetings, shall be:

- (a) Calling of the roll and certifying of proxies;
- (b) Proof or waiver of notice of meeting;
- (c) Reading and disposal of unapproved minutes;
- (d) Reports of Officers;
- (e) Reports of Committees;
- (f) Appointment of inspectors of election;
- (g) Election of Directors;
- (h) New business;
- (i) Adjournment.

16. Declarant's Control Period - As stated in the declaration of condominium of The Rookery, a Condominium, declarant has exercised its right to control the unit owners' association for the maximum period provided by the Condominium Act, in the manner provided therein, and to that end declarant has reserved the right to appoint or remove any officer of the association or any master association or any board member during the period which extends from the execution and recording of the declaration through and including the earliest of: (a) 60 days after conveyance of

75% of the units to unit owners other than declarant, or (b) two years after all declarants have ceased to offer units for sale in the ordinary course of business. Declarant may voluntarily surrender the right to appoint and remove officers and members of the board of directors before the termination of the control period as defined above, but in that event declarant may require, for the duration of the period of declarant control, that specified actions of the unit owners' association or its board of directors, as described in a recorded instrument executed by the declarant, be approved by the declarant before they may become effective.

17. Minimum Representation of Owners - Not later than 90 days after conveyance of 25 percent of the units which may be created to unit owners other than a declarant, at least one member and not less than 25 percent of the members of the unit owners' association's board of directors must be elected by unit owners other than the declarant. Not later than 90 days after conveyance of 50 percent of the units which may be created to unit owners other than a declarant, at least one member and not less than one third of the members of the unit owners' association's board of directors must be elected by unit owners other than the declarant.

18. Formal Termination of Declarant's Control - Within sixty (60) days after the termination of the period of declarant control, the Association shall call and give notice as required herein of a membership meeting to be held for the purpose of electing new Directors. Such meeting may be called and a notice given by any unit owner if the Association shall fail to do so in the time required. At such meeting the declarant shall relinquish control of the Association to the members and shall deliver to the Association all Association property held or controlled by the declarant.

19. Minutes - The minutes of all meetings of unit owners shall be kept in a book available for inspection by unit owners or their authorized representatives and Board Members at any

reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

20. Directors' Qualifications - All members of the Board of Directors elected by unit owners other than the declarant shall be members of the Association. Any member of the Board of Directors appointed by the declarant need not be a member of the Association. The affairs of the Association shall be managed by a Board of not less than three (3), but may such other, larger number, as may later be provided by amendment to these bylaws.

21. Election of Directors - After termination of the period of declarant control, elections of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual members' meeting.

(b) The Board of Directors shall appoint a nominating committee of not less than three (3) nor more than five (5) members, which designation shall be made not less than thirty (30) days prior to the date notice of the annual meeting is dispatched for delivery, and such committee shall be charged with the duty of nominating one person for each Director to be elected, provided, however, that up to three additional nominations from condominium owners or their proxies must be received from the floor prior to elections at the annual meeting, should any be offered.

(c) The election shall be by ballot (unless dispensed with by the majority consent of the unit represented at the meeting) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(d) Except as to vacancies created by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

(e) Any Director elected by the unit owners may be removed by concurrence of a majority of the vote of all condominium unit owners or their proxies. The vacancy in the Board of Directors so created shall be immediately filled after a vote of the unit owners or their proxies at the same meeting.

22. Terms of Directors' Service - The normal term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

23. First Meetings of Newly Elected Boards - The organization meeting of a newly-elected Board of Directors shall be held on the day of their election, at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

24. Regular Meetings of the Board - Regular meetings of the Board of Directors may be held at such times and places as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, telegraph or courier, at least three (3) days prior to the day named for such meeting.

25. Special Meetings of the Board - Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days' notice of the meeting shall be given personally or by

mail, telephone, telegraph or courier, which notice shall state the time, place and purpose of the meeting.

26. Director's Meetings Shall be Open - Meetings of the Board of Directors shall be open to all unit owners or their representatives, except in the event of an emergency, provided that unit owners shall not be permitted to participate, and need not be recognized at any such meeting.

27. Waiver of Notice - Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

28. Quorums at Directors Meetings - A quorum at Director's meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the declaration of condominium or articles of incorporation of The Rookery, a Condominium, these bylaws or the laws of the State of Alabama.

29. Adjourned Meetings - If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. No further notice need be given of an adjourned meeting. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

30. Presiding Officer - The presiding officer of Directors' meeting shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the Directors present shall designate one (1) of their number to preside.

31. Order of Business - The order of business at Directors' meetings shall be:

- (a) Calling of roll;
- (b) Proof of due notice of meeting;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers and committees;
- (e) Election of officers;
- (f) Unfinished business;
- (g) New business;
- (h) Adjournment.

32. Directors' Fees - Directors' fees, if any, shall be as determined by the members of the Association and an approval of any such fees shall require the affirmative vote of not less than two-thirds (2/3) of the entire membership of the Association, provided, however, that Directors designated by the declarant, and the first Board of Directors, shall not be entitled to any fees or compensation for their services as Directors.

33. Minutes - The minutes of all meetings of Board of Directors shall be kept in a book available for inspection by unit owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

34. Joinder in Meeting by Approval of Minutes - The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting.

35. Recall of Board Members - A two thirds vote of all persons present in person and entitled to vote at any meeting of the unit owners at which a quorum is present may remove any member of the board of directors with or without cause, other than a member appointed by the declarant. These bylaws may not be amended to abrogate the provisions of this subparagraph.

36. Powers and Duties of the Board of Directors - The Board of Directors shall have all of the powers and duties as provided under the Condominium Act, the Nonprofit Corporation Act, the declaration of condominium and articles of incorporation of The Rookery, a Condominium Owners' Association, Inc., and these bylaws which are necessary for the administration of the affairs of the condominium.

37. Delegation of Board Powers - The Board of Directors may delegate any ministerial powers as it may see fit, but may not delegate its ultimate responsibility.

38. Officers - The executive officers of the Association shall be a President, a Vice President, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors, and there may also be such Assistant Secretaries and Assistant Treasurers as the Board of Directors may from time to time determine upon. Any person may hold two (2) or more offices, except that the same person shall not hold the office of President and Vice President, nor shall the President or Vice President also be Secretary or Assistant Secretary. Any officer may be removed peremptorily by a vote of two-thirds (2/3) of the Directors present at any duly constituted meeting

of the directors. Any vacancy so created shall be immediately filled by a vote of two thirds (2/3) of the Directors present.

39. The President - The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of President of an association, including, but not limited to, the power to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

40. The Vice President - The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He shall also assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

41. The Secretary - The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall otherwise assist the Secretary.

42. The Treasurer - The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties

incident to the office of Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent, and shall otherwise assist the Treasurer.

43. Compensation of Officers - No compensation shall be paid to any officer of the Association except with the approval of a majority of the membership, reflected by a vote taken at a duly constituted membership meeting. No officer who is serving as such by the direct action of the declarant shall receive any compensation for his services as an officer. Nothing herein shall be construed so as to prohibit or prevent the Board of Directors from employing any Director or officer as an employee of the Association at such compensation as the Board shall determine upon, nor shall anything herein be construed so as to preclude the Board from contracting with a Director or officer or with any corporation in which a Director or officer of the Association may be a stockholder, officer, director or employee, for the management of the condominium for such compensation as shall be mutually agreed between the Board and such officer or Director, provided that full, written, disclosure of any conflict of interest is made to the Board of Directors, and provided, further, that no Director shall vote on or with respect to any matter for which that director has a conflict of interest.

44. Budget Responsibilities - The Board of Directors shall from time to time, and at least annually, prepare a detailed budget for The Rookery, a Condominium, listing all expenses anticipated to become payable by the unit owners to meet the expenses of the condominium during the next fiscal year. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance for any item for which the deferred maintenance expense or replacement cost is greater than \$10,000.00. These accounts shall include, but not be limited to, maintenance of the common areas, the continued maintenance of non-paved

roads, walks, and parking areas, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon the estimated life, the estimated replacement cost, and the deferred maintenance expense of each reserve item.

45. Adoption of Budgets - Prior to each annual meeting the Board of Directors must adopt a proposed budget for the forthcoming year, which shall be voted on at the annual meeting. At all other times, within 30 days after adoption of any proposed modified budget for the condominium, the board of directors of the unit owners' association shall provide a copy thereof to all the unit owners, and shall set a date for a meeting of the unit owners to consider ratification of the budget not less than 14 days nor more than 30 days after delivery or mailing of the budget to the unit owners. Unless at that meeting two thirds of all the unit owners present in person or by proxy reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the unit owners shall be continued until such time as the unit owners ratify a subsequent budget proposed as set forth above.

46. Assessments - The Board of Directors shall allocate and assess all common and limited common expenses among the unit owners in accordance with the provisions of the declaration. Annual assessments against the condominium unit owners for their respective shares of the items of the budget shall be made for the calendar year annually in advance at the annual meeting to be held on the second Saturday in December of the year preceding the year for which the assessments are made. Such assessments shall be payable in equal installments, commencing on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment. In the event the annual assessment proves to be insufficient, the budget and

assessments may be amended at any time by the Board of Directors in the manner set forth in the preceding paragraph. Unpaid assessments for the remainder of the calendar year for which an amended assessment is made shall be payable in as many equal installments as there are full months of the calendar year left as of the date of such amended assessment, each such monthly installment to be paid on the first day of the month, commencing the first day of the next ensuing month. Nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency.

47. Assessments for Emergencies - Assessments for common expenses for emergencies that cannot be paid from the annual assessments for common expenses shall be due only after ten (10) days' notice is given to the unit owners concerned, and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such assessments.

48. Charges - Charges by the Association against members for other than common expenses shall be payable on demand. These charges may be collected by assessments in the same manner as common expenses, and when circumstances permit, those charges shall be added to the assessments for common expenses. Charges for other than common expenses may be made only after approval of a member or when expressly provided for in the Declaration or the exhibits attached thereto, as the same may be amended from time to time, which charges may include, without limitation, charges for the use of portions of the condominium property, maintenance services furnished at the expense of an owner, other services furnished for the benefit of an owner and fines and damages and other sums due from such owner.

49. Depository - The depository of the Association shall be such bank or banks in the State of Alabama as shall be designated from time to time by the Directors and in which the

monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors.

50. Acceleration of Installments Upon Default - If a unit owner shall be in default in the payment of an installment upon his assessments, the Board of Directors or its agent may accelerate the remaining installments of the assessments. Accelerated assessments shall be due and payable on the date the claim of lien or suit is filed. Such accelerated assessments shall include the amounts due for the remainder of the budget year in which the claim of lien was filed.

51. Fidelity Bonds - If reasonably available, fidelity bonds shall be required by the Board of Directors for all persons handling or responsible for Association funds in the principal sum of not less than Ten Thousand and 00/100ths (\$10,000.00) Dollars for each such person. Subject to the foregoing limitation, the Board of Directors, by a majority vote, shall determine the amount of such bonds providing the amounts must meet the requirements as may be specified in the Federal National Mortgage Association Lending Guide. The premiums on such bonds shall be paid by the Association as a common expense.

52. Accounting Records and Reports - The Association shall maintain accounting records within the State of Alabama, according to good accounting principles normally used by similar associations. The records shall be open to inspection by unit owners or their authorized representatives at reasonable times. The records shall include, but not be limited to (a) a record of all receipts and expenditures and (b) an account for each unit designating the name and current

mailing address of the unit owner, the amount of assessments, the dates and amounts in which the assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (1) above, in the form and manner specified below, shall be supplied to each unit owner annually. Within sixty (60) days following the end of the fiscal year, the Board shall mail, or furnish by personal delivery, to each unit owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amount of receipts by accounts and receipt classifications and shall show the amount of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Cost for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Cost for recreation facilities;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (g) Expenses for pool care;
- (h) Cost for building maintenance and repair;
- (i) Insurance costs;
- (j) Administrative and salary expenses;
- (k) General reserves, maintenance reserves and depreciation reserves.

53. Notice of Assessment Meetings - Notice of any meeting where assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

54. Roster of Unit Owners - Each unit owner shall file with the Association a copy of the deed or other instrument showing his ownership and shall also file with the Association an address at which the unit owner may receive all notices as required by the Declaration, Articles and these bylaws. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only unit owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to or at the commencement of such meeting, other owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting. No owner shall be entitled to vote or to be counted for purposes of determining a quorum if delinquent in the payment of regular or special assessments as elsewhere herein provided.

55. Parliamentary Rules - Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these bylaws.

56. Amendments - Amendments to the bylaws shall be proposed and adopted in the following manner: Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is considered. No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing bylaws shall contain the full text of the old bylaw and the full text of the proposed new bylaw. Non-material

errors or omissions in the bylaw process will not invalidate an otherwise properly promulgated amendment.

57. Method of Proposing Amendments - A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as hereinafter provided, approval of a proposed amendment must be either by:

(a) Not less than a majority of the entire membership of the Board of Directors and not less than a majority of the votes of the members of the Association voting at the particular meeting; or

(b) Not less than two thirds (2/3) of the votes of the entire membership of the Association (and this provision may not be amended); or

(c) Until the termination of the period of declarant control, only by all of the Directors of the Association.

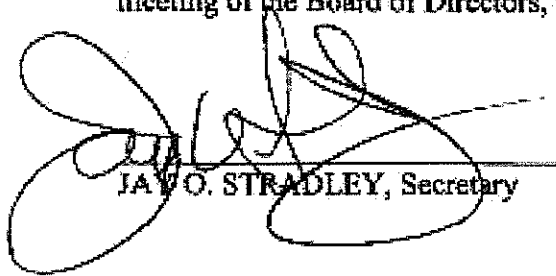
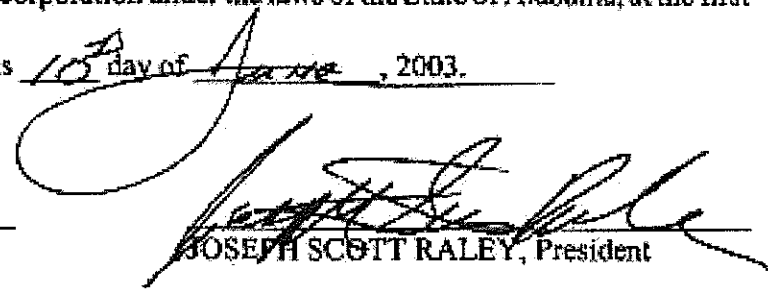
58. Protection of Mortgagees - No modification or amendment to these bylaws shall be adopted which would affect or impair the priority of any "Mortgagee" (as such term is defined in the Declaration), the validity of the mortgage held by any such mortgagee or any of the rights of declarant.

59. Execution and Recording - A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Declaration and bylaws, which certificate shall be executed by the President or Vice President, and Secretary, with

the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are duly recorded as an amendment to the declaration of condominium of The Rookery, a Condominium in the public records of Baldwin County, Alabama.

60. Rules and Regulations - The Board of Directors may, from time to time, promulgate rules and regulations concerning the use of portions of the condominium property, common areas and recreation areas, and from time to time, modify, amend or add to such rules and regulations, except that subsequent to the date that control of the Board of Directors is turned over by the declarant to unit owners other than the declarant, owners of a majority of the units may overrule the Board with respect to any such modifications, amendments or additions. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected unit owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the declarant.

THE FOREGOING were adopted as the bylaws of The Rookery, a Condominium, Owners' Association, Inc., a nonprofit corporation under the laws of the State of Alabama, at the first meeting of the Board of Directors, this 10th day of June, 2003.


J. O. STRADLEY, Secretary
JOSEPH SCOTT RALEY, President