

**THE ROOKERY III, A CONDOMINIUM, OWNERS' ASSOCIATION,
INC.**

RULES AND REGULATIONS

As of September 1, 2025

2211152

BALDWIN COUNTY, ALABAMA

HARRY D'OLIVE, JR. PROBATE JUDGE

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The Board of Directors of The Rookery III, A Condominium, Owners' Association, Inc. hereby resolves that the following Rules and Regulations, approved by vote of The Rookery III Condominium Owners' Association Board of Directors on July 7, 2025, be adopted as the Rules and Regulations of The Rookery III, A Condominium, Inc. located at 5781 State Highway 180, in Baldwin County, Gulf Shores, Alabama 36542.

It is further resolved that the Rookery III Condominium Owners' Association's elected Board of Directors hereby accepts and acknowledges the following Rules and Regulations and affirms such to be valid and supersede and all other Rules, Regulations and Guidelines made by any previous action, whether filed or unfiled.

SECTION 1- CONDOMINIUM DOCUMENTS/RULES

1.1.1 - Condominium Documents

These Rules and Regulations shall be supplementary and in addition to the provisions of the Declaration of Condominium of The Rookery III, A Condominium, Inc. the Articles of Incorporation of The Rookery III, A Condominium, Owners' Association, Inc., the Bylaws of The Rookery III, A Condominium, Owners' Association, Inc. and the Consolidated Architectural Standards of The Rookery III, A Condominium, Owners' Association, Inc.

1.1.2 - Enforcement of Rules and Regulations

Violation of any rule by a Unit Owner ("Owner"), guest or renter may subject the Owner to fines as determined by the Board of Directors ("BOD" or "Board"). Significant unpaid fines may cause a lien to be placed on the Owner's Unit.

1.2 – Permitting Rules

1.2.1 - Wetland Protection

No Unit Owner shall place, fill or excavate soil from any wetland area. No structures may be located within any wetland area.

1.2.2 - Alabama Beach Mouse (ABM) Biological Opinion

Owners, renters and guests must comply with the terms of the ABM Opinion and Permit: Directional outdoor lighting which illuminates the ABM habitat is prohibited. Exterior lighting wattage shall not exceed 40 watts.

Pesticide, herbicide and rodenticide use is prohibited outside any Unit.

Free-roaming (stray) cats are prohibited and must be reported to the

BOD. Raised boardwalks must be used between all structures and parking areas.

Signage detailing the prohibition on free roaming cats, trash removal and protection of native vegetation

must be placed in a conspicuous place in each Unit.
Landscaping is restricted to endemic Fort Morgan Peninsula plant species.
The BOD will monitor compliance with the ABM Opinion and Permit.

1.3 - Supplemental Rules

Owners shall not violate any of these Rules and Regulations, or the terms and provisions of the condominium documents or other supplemental rules, regulations and standards which may from time to time be adopted by the Association's Board of Directors. 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 any time by action of the Board.

No owner may engage in any action which may reasonably be expected to result in the increase of the rate of any insurance policy or policies covering or with respect to any portion of the property not owned by such owner"

1.4 - Access to Units

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 case of an emergency, Owners must provide access to individual Units upon request. This shall be accomplished by an Owner providing a key to their Unit to a member of the Board of Directors.

1.5 - Adherence to Rules and Regulations by Renters and Guests

Owners shall make their renters and guests aware of these Rules and Regulations and shall be responsible for adherence thereto by their renters and guests. The posting of the Rules and Regulations permanently in a visible place within a rented Unit shall constitute compliance with this requirement. Owners are also responsible for providing a copy of these Rules and Regulations to their current and future property management companies.

1.6 – Contribution to the Capital Reserve Account

The buyer of a resale unit (a unit which is not newly construction) shall pay at closing a non-refundable contribution, to the capital reserve account of The Rookery III, a Condominium Owners' Association, Inc., in the amount equal to two months' maintenance fees. These payments are separate from the maintenance fees, and do not represent payment of any portion of maintenance fees in advance. As of the effective date of this rule such contribution shall be \$1,000.00.

SECTION 2- CONDOMINIUM UNITS

2.1- Residential Use

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

2.2 - General Appearance/Cleanliness

Owners shall keep the exteriors of their Units neat, clean, attractive and free of trash, debris, and personal items. No clothing or towels shall be hung outside the Units, and no outdoor clothes lines shall be

maintained anywhere on premises. No electrical extension cords or water hoses shall be run or left on boardwalks as this is a safety hazard.

Owners are responsible for keeping the siding, lattice and trim of their units clean and free of mold and mildew. To prevent damaging and/or washing out caulking, the Board recommends using a pre-mixed house/siding cleaner that can be applied with an applicator attached to a garden hose. If an owner chooses to power wash their unit, said owner will be responsible for repairing or replacing, at owner's expense, any damage to caulking or siding caused by high pressure power washer spray.

2.3 - Outdoor Cooking

No outdoor cooking is allowed on Unit's walkways, porches or enclosed patio. Grills (charcoal, gas, wood, electric, etc.) are allowed but they should stand at least 4 (four) feet from unit or other structure. No grill shall be used on any Unit's porch area, screened or unscreened, next to the house or under any eaves or overhangs of the unit.

2.4 - Maintenance and Repair

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

2.4.2 - Owners shall maintain current termite control and treatment. Proof of coverage must be furnished to the BOD upon yearly renewal. If proof of termite bond is not provided to the BOD yearly within 14 days of renewal, the BOD will obtain the bond on the owner's behalf. The cost of the bond, plus a \$400 fine will be charged to the unit owner for procuring this service on the unit owner's behalf.

2.5 - Alterations

Unless expressly listed in section 2.5.1, 2.5.2 or 2.5.3 below, all structural alterations, construction, addition or removal of any Unit, Common Element or Limited Common Element must be submitted to the BOD for approval on the 'THE ROOKERY III, A CONDOMINIUM, OWNERS' ASSOCIATION, INC. APPLICATION FOR APPROVAL OF ARCHITECTURAL CHANGE (AC) FORM'. No construction of requested changes shall commence without the prior written consent of the Board. Structural alterations include but are not limited to the attachment of satellite dishes, storage buildings, decks and porches or any other equipment, materials or structures to the outside walls of any Unit.

As required per the Declaration of Condominium of The Rookery III, Article Five, Subparagraph (5)(2), the following alterations to the exterior appearance of the Unit for both Common and Limited Common Elements have been deemed "permissible by the Association" and Owners may install the following items:

2.5.1 - Limited Common Element: Porch Interior Alterations

Owners may 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 deemed not offensive by the Board.

2.5.2 - Limited Common Element: Unit Exterior Trim Alterations

Owners may attach flag holders and solar motion detected spotlights to the solid wooden exterior trim of the enclosed porch, exterior roof overhang rafters or porch landing only, provided they are in good taste

and deemed not offensive by the Board.

2.5.3- No other items may be attached to the Unit Exterior (Cladding or Roof) except the name plate of the unit not to exceed 16"h x 24"w. It must be in good taste and approved by the Board prior to installation.

Owners should contact the BOD with any questions including whether an AC Form is required to be submitted and approved before performing whatever alteration the Owner is planning on making.

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

Any repairs (plumbing, electrical, etc...) the Owner performs to a Unit which requires the removal of any insulation/moisture barrier will require the Owner to have the insulation and/or moisture barriers replaced at their expense once the repairs have been completed. In the event batt insulation or other non-spray foam insulation is used there must be fabric, mesh or other underpinning material fastened to the floor joists to prevent the insulation from falling to the ground and to help retard rodents from nesting in the insulation.

2.5.6 - Common Area Alterations - Area around the Unit

The Condominium Owners' Association ("COA") currently provides lawn care services that include mowing around each Unit and trimming palms, etc., as needed. However, the Owner is responsible for the upkeep of such things as bushes, shrubs, flowers, flower beds and irrigation. In the event that the Owner fails to maintain such items to the point they become overgrown or unsightly, the COA will take such action to remove debris and cut/trim in and around the Unit in an effort to make the Unit's grounds presentable in a reasonable manner, such costs necessary to take these actions will be borne by the Owner. All costs will be billed to the Owner by the COA.

The Board grants to Owners the opportunity to use outdoor fire pits with flame/spark arrestor on common area adjacent to a Unit. The use must comply with all local and county rules, adhere to local burn ban periods, and be located at a minimum of 10 feet from any structure. No open flame with the exception of candles, will be allowed on the screened in porch.

The Board grants to Owners the opportunity to replenish sand on the common area in the immediate proximity of their Unit at their expense and in accordance with all regulatory agencies' rules and regulations.

The Board grants to Owners the opportunity to use existing underground sprinkler systems and, in areas where no sprinklers exist, the opportunity to install sprinkler systems servicing their individual Unit at the Owner's expense. Sprinkler systems installed by the Owner shall be serviced and repaired by the Owner at the Owner's expense. Usage of any sprinkler system shall be limited to 4 days per week and 15 minutes per day. The usage may be extended temporarily (after BOD approval) for new sod, bushes and trees.

Hot tubs are not allowed anywhere on Rookery III property outside of the gated community pool areas.

2.6 - Board Authority

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

By the granting of the aforementioned in Section 2.5 to install items in Common Areas and Limited Common Areas, the Board of Directors may change the Rules and Regulations at any time and require Owners of the installed items to remove them at the Owner's expense.

It shall always be the responsibility of the Owner of individual Units to maintain any and all optional structures, landscape, fixtures or accessories at their sole and absolute expense unless otherwise specified herein.

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

SECTION 3 - COMMON AREAS/ELEMENTS

3.1- Limitations on Use

The use of the swimming pools, parking spaces, and other Common Areas shall be limited to Owners and to others actually inhabiting the Units with the express permission of the Owner or pursuant to rental of a Unit from an Owner.

3.2 - Swimming Pools

3.2.1 - The small swimming pool and large swimming pool are Common Elements accessible to all Owners and their guests of The Rookery III, A Condominium.

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

3.2.3 – Owners and guests must follow the posted pool rules and hours of use.

3.2.4 - POOL RULES

NO Lifeguard on Duty – Swim at your Own Risk

Pool is for use by Owners and Guests Only

Shower Before Entering Pool

Children Under 12 Years of Age Must be Accompanied by an Adult at All Times

No Diving or Running

No Smoking of any kind including E cigarettes

No Food in the Pool

No Pets in the Pool Area

No items such as bikes, scooters or similar items allowed in the pool area

No horseplay in the pool areas.

Swimmer Diapers Required

Bathers with Diarrhea, Skin Diseases, Open Lesions, Etc... Shall Be Excluded From the Pool

Place All Trash in Receptacles

Pool Hours – 8:00am to 10:30pm

EMERGENCIES: CALL 911

All Pool Toys and Accessories to be Removed Daily (Items left overnight will be disposed of)

Lounge Furniture is not allowed in the Pool

NO GLASS OF ANY KIND IN THE POOL ARE INCLUDING BOTTLES IN COOLERS

3.2.5 - All persons using the pool areas shall be courteous and respectful to others and mindful that the pool areas are heavily frequented by children. Persons using excessive foul language, behaving in a manner disrespectful to others, or disobeying the posted rules will be asked to leave the pool area.

3.3 - Damages

Any damage to buildings, equipment, or other common areas caused by an Owner, his/her guests, renters or pets shall be repaired at the Owner's expense.

3.4 - No holes shall be dug on any Rookery III property.

3.5 - All renters shall clean up any trash, cans, bottles, paper or other waste items from the Owner's property when leaving at the end of their rental period.

SECTION 4- VEHICLES

4.1- Driving

4.1.1 - Motorized vehicles including, but not limited, to automobiles, sport utility vehicles, trucks, motorcycles, golf carts and ATVs shall not be driven on any areas of the Condominium Property except designated streets. Operators of golf carts and ATVs must be at least 16 years of age or have a licensed person present with them in the vehicle. No vehicle shall be driven in The Rookery III without headlights after dusk.

4.1.2 - The maximum speed limit in the Condominium Property is 10 miles per hour (mph). Owners as well as their family, guests, renters and employees must observe all posted traffic regulations.

4.2 – Parking

4.2.1 - All Owners, guests, or their renters are allowed a maximum of two vehicles per Unit to be parked at the Unit they own or are renting and that have been designated by Unit number on the community curbs near each Unit. Owners may optionally, at their own expense, install the Board approved, uniform parking sign(s) to mark the designated spots for their unit. Owners may install one sign between their spots or two signs (one for each spot). The sign(s) must be two feet high and attached to a 4x4 post. Only the uniform sign approved by the board will be allowed to mark unit parking spots. NOTE: parking signs installed before July 11, 2022 are grandfathered in and do not need to be removed/replaced. Owners should contact the Board for additional information on obtaining a parking sign(s) if interested. Several parking spaces throughout the community have been designated "guest parking." Such parking spots are open on a first come first serve basis. Failure to park in the appropriate Unit designated parking places or violation of the two vehicles per Unit limit will result in the additional vehicle(s) being fined and/or towed at the Owner's/ Renter's expense. (see Fines, Fees, and Other Charges). Additional parking is limited and available on a first come first serve basis. Owners requiring additional parking for a holiday or special occasion should contact the Board of Directors in advance to request and secure additional parking space. There is no charge for additional parking for an owner's personal guests.

Additional parking is available for renters on a limited basis and must be requested, approved and paid for (\$100 per additional vehicle) prior to the renter's arrival date. The Orange parking pass for renter additional vehicles must be displayed in the renter's additional vehicle at all times while on the Rookery III property.

4.2.2 - Golf carts may be parked off the gravel area but only in the immediate proximity of an Owner's Unit where feasible, but never impeding or encroaching on a neighbor's Unit or their usable area.

4.2.3 - It is the responsibility of Owners to inform their guests of the designated parking areas.

4.2.4 - No vehicle shall be parked in such a manner as to block the roadways or prohibit ingress and egress to the individual Units or to the Common Elements. Any improperly or illegally parked vehicle, or

a vehicle without a current applicable license or registration, is subject to being towed away at the Owner's/Renter's expense.

4.2.5 - No vehicle which cannot operate on its' own power shall remain parked for more than twenty-four (24) hours without the express permission of the BOD.

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

4.2.7 - When not in normal use an Owner may cover their automobile, 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.

4.2.8 - No Campers, RVs or Unapproved Trailers are allowed in the Rookery III Community. Small trailers, able to fit completely within a parking spot, may be allowed on an **exception** basis, if space allows and with prior approval of the Board. A minimum \$100 parking fee will apply to non-owners for approved trailers. Failure to adhere to this rule will result in the Camper, RV or unapproved Trailer being towed at the expense of the Unit Owner or owner of the Camper, RV or unapproved Trailer.

4.2.8.1 OWNERS shall be allowed, one week a month, to park a properly registered watercraft in one of their two allocated parking spaces. The watercraft must be placed on a properly registered and licensed trailer. The trailer must be no more than 2 axels and the watercraft must be no more than 28 ft in length.

- 1) Parking Pass must be properly displayed on the owner's watercraft.
- 2) Watercraft must fit entirely in unit's designated parking spot and must not be parked in such a manner to interfere in normal traffic flow or emergency vehicle ingress or egress.
- 3) Owner must notify the COA by email at least one week prior to arrival date that watercraft will be on site.
- 4) COA has the right to deny any request due to anticipated heavy rental traffic.
- 5) Renters, under no circumstance, will be allowed to park, store or possess any watercraft on the property of the Rookery III

4.2.9 – Guest Registration Certificates are required for all Owners, guests, or their renters effective April 5, 2021. Owners may use their Owner Parking Decal for their vehicles. Guest Registration Certificates are provided by Management Company to the Owner or Rental Company during normal business hours, Monday through Friday. Only these registration certificates are legal and are designed for a single use. Homemade signs are illegal. Guest Registration Certificates must be displayed in the vehicle and include unit number, renters last name, date of arrival, and date of departure. Failure to display registration certificate or not completely filled out registration certificate will result in a fine (see Fine, Fees, and Other Charges). Any vehicle without a visibly displayed parking permit is subject to being towed, at the Owner's or Renter's expense.

4.3 - Golf Carts/ Low Speed Vehicles (LSV's)

4.3.1- Owners, their family members and personal guests (non-paying guests), may operate an owner's personal golf cart/LSV on Rookery III property.

Unit Owners having golf carts/LSVs on the premises of The Rookery III will be required to display a golf cart/LSV sticker, which will be provided by the COA. It is the responsibility of the Unit Owner to maintain current liability insurance covering the golf cart/LSV.

Owners will be responsible for:

- Any and all damages and/or liability related to the operation of their personal golf cart/LSV on Rookery III property whether caused by the owner(s), their family member(s) or personal guest(s).
- All medical and legal claims that may arise from the operation of their personal golf cart/LSV on Rookery III property.
- All costs incurred by the Rookery III Condo Owners Association to repair any physical damage caused by/from the operation of their personal golf cart/LSV on Rookery III property.

In exchange for owning and operating a personal golf cart/LSV on Rookery III property, owners, their personal representatives and their heirs release The Rookery III Condo Owners Association, and its individual owners, officers, and agents from any and all claims, actions, causes of actions, suits, judgments and demands for bodily injury, property damage, loss of life and/or loss of services, in law or equity, that may in any way or manner arise out of the use of their personal golf cart/LSV on Rookery III property.

Owners may not rent, borrow or allow renters/paying guests to use an owner's personal golf cart/LSV at any time on Rookery III property. This includes an owner's cart/LSV registered under an owner's LLC or corporation. Violation of this rule will result in penalties up to and including fines and loss of privilege to own and operate a golf cart/LSV on Rookery III property.

Owner's paying guests or renters shall be allowed to rent golf carts/ LSV's from the COA's approved vendors, however guests or renters are prohibited from bringing their own golf cart/ LSV. Effective March 3, 2025, the approved golf cart/LSV vendors for The Rookery III are Island Carts, LLC, Coastal Golf Cart Rental, LLC and Looks Good from Here LLC – GulfKart Rentals

4.3.1 A rental unit shall be allowed one golf cart/ LSV. Golf cart/ LSV cannot occupy an assigned vehicle parking space, unless you are not using both assigned parking spaces designated for your Unit. If a cart is occupying an assigned vehicle parking space the cart will be subject to towing at the Owner's/ Renter's expense.

SECTION 5 - GENERAL

5.1 - Signs

5.1.1 - No signs of any character shall be erected, posted or displayed upon, in, from, or about any Unit or the Common or Limited Common Areas without the prior written consent of the Board or its agents, and under such conditions as may be established. The provisions of this subsection shall not be applicable to the institutional 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 other 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" signs are to be displayed in one front window only.

5.2 - Solicitations

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

5.3 - Trash/Garbage

5.3.1 - Trash, garbage, and other waste shall be kept only in sanitary containers inside the Unit and shall be disposed of in a clean and sanitary manner inside a common trash receptacle. Common trash receptacles are located within the Condominium Property and may be used only by Owners and their guests and renters. At

no time may an Owner, guest, or renter use any construction dumpster. Any violation will result in the Owner being billed for such use at a rate determined by the Declarant/developer.

5.3.2 - Household trash and garbage should be deposited in the nearest green dumpster provided for that purpose. DO NOT place or leave any garbage or refuse outside of a dumpster expecting someone else to deposit it for you. If items are too large to fit inside of the bins, it is the owner's responsibility to have them removed from the property and disposed of properly.

Do not, under any circumstances, place or store any garbage or trash outside any Unit or on any Common or Limited Common Area.

Effective September 1, 2025, warnings will no longer be issued for violation of this rule, and any owner or their guest(s) found leaving items outside of the garbage bins will be assessed a minimum fine of \$100 to have the items disposed of properly.

5.4 - Nuisances

5.4.1 - Unlawful, immoral, noxious or offensive activities 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 BOD, cause unreasonable noise or disturbance to others.

5.4.2 - No loud music or parties shall be allowed at any time.

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 other kind shall be permitted outside any condominium Unit, within the screened porches, or upon any of the Common or Limited Common Areas.

5.6- Pets

5.6.1 - 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 any Common Area. A Unit Owner may keep no more than three well-behaved domestic pets.

5.6.2 - Owner's guests and renters are allowed to keep no more than two well-behaved domestic pets (dogs) that must be registered with Management and fee paid to COA prior to arrival on Condominium Property. Once registered and paid guests and/or renters will receive a leash cover that must be visible at all times. Failure to register and pay for pet(s) prior to arrival will result in a fine (see Fine, Fees, and Other Charges).

5.6.3 - Pets shall not be left unattended outside of any Unit, whether leashed or unleashed.

5.6.4 - Pets shall not be permitted upon the Common Areas of the Condominium Property unless they are leashed. Owners are personally responsible for the immediate removal of feces dropped by their animals on the Condominium Property. Failure for not immediately removing feces dropped by their animals will result in a fine (see Fine, Fees, and Other Charges).

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

5.6.6 - Any Owner, guest, or renter who keeps or maintains any pet upon any portion of the Condominium Property shall be deemed to have agreed to indemnify and to hold the Condominium Association and each of its Owners and their guests and employees free and harmless from any loss, claim or liability of any kind or character whatsoever arising by reason of keeping or maintaining such pet. Any dog bites are reported to the county and the dog must be immediately removed from the Condominium Property.

5.6.7 - No fences, including pet (dog) fences, of any kind or dog runners are allowed within the Community.

5.6.8 - Pets are not permitted within the pool areas, pools, or clubhouse.

5.6.9- Owners, guests, or renters will take all reasonable action to not allow pet(s) from creating a nuisance, annoyance, and disturbance to other Owners, guests, tenants, or neighbors. If COA or Management deem that any pet(s) have violated any of the rules as set forth the BOD and/or Management may permanently remove pet(s) with 24 hour notice.

5.7 – Legal

Any Owner posing any question to the Board which requires the Board to obtain an opinion from an attorney in order to be able to provide a response, will, at the Board's discretion, be required to pay the related attorney and legal fees.

5.8 – Acceptable Use of Security Cameras and Video Doorbells

Owners may install cameras on the exterior of their unit in a manner that respects the privacy of others, preserves community aesthetics, and aligns with applicable laws and the Association's governing documents.

5.8.1 Permitted Camera and Video Doorbell Locations

Owners may install external security cameras and video doorbells under the following conditions:

- Cameras and video doorbells must be installed within the boundaries of the owner's exclusive use area (e.g., porch, doorway, deck, and areas directly around/alongside of their unit).
- The camera or video doorbell must be directed only toward the owner's limited common elements (porch, boardwalk, deck or patio) or areas directly around/alongside of their unit.
- Cameras and video doorbells may not capture or record images, audio, or activity from:
 - Windows, decks, patios, porches or interior spaces of neighboring units
 - Common areas not directly adjacent to the owner's unit (e.g., pools, mailbox area, parking areas, etc)
 - Owners may position a camera at their own parking area if located across the roadway from their unit as long as it does not capture a window(s), entryway or private area of another unit in the field of view.
 - Any area where residents have a reasonable expectation of privacy

5.8.2 Installation Standards

- Cameras and video doorbells must be mounted securely and in such a manner as to avoid property damage or safety hazards.
 - Owners will be responsible for any property damage caused due to installation or operation of security cameras or video doorbells
- The installation of cameras and video doorbells must not require permanent alterations to the exterior of the unit
- Cameras must be aesthetically unobtrusive (neutral in color and size appropriate for the space).

5.8.3 Use and Access

- Camera footage may only be used for personal security or property protection.

- Footage may not be shared publicly or used to harass, surveil, or intimidate other residents.
- The Association may request footage in the event of a community-related incident but has no responsibility to monitor or maintain privately owned cameras.

5.8.4 Enforcement

- The Board reserves the right to require removal or repositioning of any camera found to be in violation of this policy.
- Repeated or egregious violations may result in fines or other remedies, as provided in the Association's enforcement policy and governing documents.
- Existing/previously installed security cameras and video doorbells must conform to the requirements regarding location, positioning and field of view as of 9-01-2025 when the Rule regarding Cameras and Video Doorbells becomes effective.
- The Board reserves the right to maintain cameras in and around the common areas of the property such as but not limited to: the pool areas, parking areas, the community entrance and roadways and in the vicinity of the garbage receptacles for the purpose of security and safety of the community.

SECTION 6 – RENTALS

6.1 – Rental Contact

All Owners who rent/lease their Unit(s) shall provide a 24/7 point of contact for any and all issues that may occur on or in the Condominium Property. The response to any and all questions or concerns shall be provided within 4 hours. This point of contact must include a phone number and email address. The Owner must provide this information to their guests, renters and the BOD. This point of contact shall be used by the guest or renter for all questions or problems they may have. The BOD will use this point of contact only if deemed necessary.

6.2 – Tenant Registration

All Owners who rent/lease their Unit(s) shall register their tenants with the Association prior to arrival date. The tenant registration must include the tenant's arrival date, departure date, name on reservation, number of adults, children, and pet(s) if applicable. Registration can be done through the Association's portal, <https://free.hoastart.com/rookery3> Failure to register tenant(s) prior to arrival will result in a fine (see Fines, Fees, and Other Charges).

6.3 – Failure to Purchase Guest Registration Certificates

Guest Registration Certificates are required for all Owners, guests, or their renters effective April 5, 2021. Owners who fail to purchase Guest Registration Certificates for the number of reservations they register will be billed for the certificates they did not purchase (see Fines, Fees, and Other Charges).

6.4 – Renters must be 25 years of age to book/rent a unit and maximum capacity per unit is 10

6.5 - Parking Pass and Pet Fee Refund Policy – Effective August 4, 2025

Guest Parking Passes

- Regular Guest Parking Passes are Non-Refundable

3rd Vehicle / Extra Parking Pass Fees

- Refundable if:
 - The refund is requested more than 5 days prior to the renter's check-in date.
- Non-Refundable if:

- The refund is requested 5 days or less before the check-in date.
- The pass has already been mailed or picked up by the owner or their agent (e.g., property manager, cleaning staff).
- The request is made during or after the renter's stay.

Pet Fee

- Refundable if:
 - The refund is requested more than 5 days prior to the renter's check-in date.
- Non-Refundable if:
 - The refund is requested 5 days or less before the check-in date.
 - The pet leash has already been mailed or picked up by the owner or their agent (e.g., property manager, cleaning staff).
 - The request is made during or after the renter's stay.

THE ROOKERY III, A CONDOMINIUM OWNERS' ASSOCIATION, INC. FINES, FEES, AND OTHER CHARGES

All fines and fees will be assessed to the owner. If an owner believes they've received a fine in error, they may request a hearing with the Board within 10 days of the notice of the fine. Such a hearing will be scheduled within 30 days and in the interim, the fine will be held in abeyance.

Vehicles and Vehicle Use:

Guest Registration Certificates

\$30.00 per vehicle/ stay

Owners Guests/ Renters

Failure to display Guest Registration Certificate or failure to display properly filled out Guest Registration Certificate

\$150 per violation

3+ Offenses with same renter/stay will result in a \$600 fine and the vehicle will be towed

Extra Parking Permit Fee Renters (ONLY when available)

\$100 per stay

RV or Camper or Unapproved Trailer or Boat (a limited exception may be granted by BOD)

Removal from the community within one hour of violation and a \$300 fine

Parking Permits or stickers not displayed on Owner's Vehicles

\$100 per violation

Golf Carts/ Low Speed Vehicles:

Renters Personal golf cart, atv, or LSV brought onto Condominium Property (this does not apply to rentals from COA's approved vendor)

Removal from the community within one hour of violation and \$100.00 fine per day

Owners allowing renters to rent, borrow or use owner's golf cart on R3 property. This includes owner's carts registered under an LLC or corporation.

\$100 fine per day and at Board's discretion, removal of the owner's privilege to own and operate a

personal golf cart on Rookery III Property

Speeding in community, improper golf cart use (operation by minor, lights, etc.)

1st Offense and 2nd Offense: \$100 per violation

3rd Offense: Owner: golf cart permit will be puled and golf cart, atv, or LSV must be removed from the community. If not removed \$100.00 fine.

Owners Guest/ Renter: Board or Management will contact vendor to remove the golf cart, atv, or LSV from the community and \$200 fine assessed

Golf Carts on premises from unapproved vendor(s) will be removed and a \$100 fine assessed (due to Insurance requirements)

Dogs:

Owners Dogs

No Charge but must register with COA

Renter's Pet Fee

\$100 per pet per reservation up to 2 pets

Failure to register pet prior to arrival

\$100 per pet plus \$100 fee per pet

Owner, Guest, and Renter failure to immediately pick up and properly dispose of animal waste

(Note: there is not a warning issued)

1st Offense: \$100.00 Fine

2nd Offense: \$200.00 Fine

3rd Offense+: \$300.00 Fine per Violation

Pool and Club House:

Bottles, smoking, climbing pool fence or other dangerous activity in the pool area or club house

1st Offense: Warning

2nd Offense: Removal from pool areas

3rd Offense: Banned from pool areas

Miscellaneous:

Failure to Register Tenants prior to or upon arrival date

1st Offense: Warning

2nd Offense: \$100 Fine

3rd Offense +: \$300 Fine per violation

Failure to Purchase Guest Registration Certificates for Registered Rentals

\$100 per registered reservation

Litter/trash/garbage in immediate area of a unit or left outside of the garbage bins/containers
Minimum of \$100 fine plus \$50 per hour for clean up

Grills on patios or screen porches or within 4 feet of unit
1st Offense: \$100 and owner/property mgt company will be notified.
2nd Offense +:\$200 and removal of grill for length of stay

Damage to COA property including but not limited to pools, club house, landscaping, and furniture
Cost to repair damage plus \$200 fine

Lack of Termite Coverage
1st Offense: Warning
2nd Offense: \$400 Fine + Cost of Termite Bond if termite coverage is not provided within 14 business days of notice.
(If not corrected within 14 days, COA will contract for services and owner will be billed for the cost)

Lawn Sprinkler System
\$150 Annual Charge

FINES, FEES, AND OTHER CHARGES - No hearing is required.

Late Payment of Dues, Fees, Assessments or Other Charges:

Not paid by end of the month in which Payment is due (28-31 days late)
\$50 fee + 1.5% interest monthly and owner notified via e-mail

Not paid by the end of the second month (52-62 days late)
\$100 + 1.5% interest monthly + \$10 certified mail and owner notification via certified mail.

Lien Charges:

Filing Fee \$125
If a second lien must be filed against the property the lien will be based upon accelerated fees for the year

Release \$125
Lien release will not be filed until the owner's fees are current for 3 consecutive months.

If not paid for 6 months a judgement order will be sought.

The undersigned hereby states that these architectural standards incorporate all architectural guidelines previously filed in the Probate Court of Baldwin County and replace the same and additionally make reference to protected habitat and outline current parking standards of the Rookery III.

Kenneth Brown

Kenneth Brown, Secretary

The Rookery III, a Condominium, Owner's Association, Inc

9-3-2025

Date

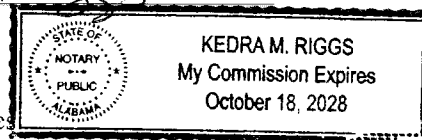
I, the undersigned notary public in and for said Baldwin County and Alabama State, hereby certify that KENNETH BROWN, whose name as secretary of The Rookery III Condominium Owner's Association, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of the said document, she, as such officer and with full authority, executed the same voluntarily on the same bear date.

Given under my hand and official seal on this day 3rd of September, 2025

Kedra M. Riggs

Notary Public

Commission Expires



Prepared by:
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