



**DECLARATION OF RESTRICTIONS AND COVENANTS**

**OF**

**THE BLUFFS AT ORANGE BEACH**

This Declaration of Restrictions and Covenants is made, adopted, published and declared this 14<sup>th</sup> day of December, 2020 by SKY LAND COMPANY, LLC ("Declarant") in accordance with Alabama law, including the Alabama Homeowners' Association Act, Section 35-20-1, et seq., Code of Alabama (1975).

**RECITALS**

Declarant, as owner of Lots 1 - 10 (the "Lots") and the other real property known as THE BLUFFS AT ORANGE BEACH (the "Community"), as shown on the Plat recorded on Slide 2752-F, and at Instrument 1874139, in the Office of the Judge of Probate of Baldwin County, Alabama (the "Plat"), desires to place certain restrictions, covenants, conditions and reservations upon the Community in accordance with a general scheme or plan in order (a) to protect the owners of each Lot against improper use of surrounding lots that may depreciate the value of the property; (b) to preserve the natural beauty of each Lot; (c) to ensure the creation of attractive, well designed, properly proportioned and appropriate homes of suitable materials with appropriate locations on the lots; (d) to ensure proper building setbacks from streets and lot lines; (e) to provide adequate free space between structures; (f) to provide for the maintenance of common areas; (g) to provide for the orderly governance of the Community; and (h) to assure the best and most appropriate development and improvement of the Community and each Lot thereon.

**NOW THEREFORE**, Declarant does hereby impose the following protective restrictions, covenants, conditions and reservations:

**1. GENERAL DEVELOPMENT PLAN:**

(A) All Lots in the Community shall be known and described as single family residential lots. No Lot may be improved, used or occupied for other than private<sup>1</sup> residence purposes, and no flat, duplex, apartment house, group apartment, or condominium, though intended for residential purposes, may be erected thereon.

(B) The Lots are divided into two (2) groups: Lots 1 - 3 (the "Beachside Lots"); and Lots 4 - 10 (the "Interior Lots").

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<sup>1</sup>"Private" does not suggest that residences may not be rented; see paragraph 14.

(C) The Beachside Lots shall each have a private Dune Walkover, to be distinguished from the common Dune Walkover between Lots 1 and 2, which is a common area for the benefit of the entire Community. The three (3) private Dune Walkovers for each of the Beachside Lots will be for the exclusive use of the respective Beachside Lots and shall be maintained by the respective Owners of such Beachside Lots in a neat and attractive condition and in good order and repair.

## 2. PLAN APPROVAL:

(A) No improvement (meaning building, fence, pool or any other device or article attached to the ground or any building) shall be erected, placed or altered on, or attached to, any Lot until such building or other improvement shall be approved in writing by Declarant, or its designated representative. To request such approval, the requesting party must submit to Declarant, or its designated representative, the following information: Owner name, Lot number, contact information, contractor identification; two (2) complete sets of plans, showing footprint, exterior elevations, landscape, habitable area, exterior colors and materials for siding, doors, rails, trim and shutters; and color samples. Said plans shall be prepared by a qualified duly licensed architect, engineer or draftsman, and such person must be qualified to draw home plans. Approval, which shall be given or withheld, or conditionally given, in Declarant's sole and absolute discretion, shall be based on compliance with this Declaration, and on the compatibility of the proposed improvements with other existing or anticipated improvements in the Community, and the quality and attractiveness of the proposed improvements, as determined by Declarant. Declarant review shall be limited to outward appearance only and shall not include any responsibility or authority to review for structural integrity, interior design other than the required minimum ceiling heights, compliance with building or zoning codes or standards, or any other similar or dissimilar factors.

(B) All proposed building or construction plans, specifications, plot plans or related data, drawings or requests for approval shall be submitted to Declarant's initial representative at the following address: Post Office Box 230, Point Clear, Alabama 36564, unless and until Declarant shall designate a different agent or depository. Upon submission of such plans, an Owner must also deliver \$250.00 payable to Declarant as a plan review fee to help defray the costs of such review. Plans will not be deemed submitted unless and until such fee has been paid. Declarant retains the right to amend the plan review fee from time to time and to charge a reasonable fee for subsequent plan submissions required by this Declaration. Declarant may retain one or both sets of documents submitted.

(C) The quality and attractiveness of every improvement must meet the standards of Declarant. Declarant is hereby granted broad discretion in judging the compatibility, quality, attractiveness, and compliance of the proposed improvements with this Declaration. Declarant shall have the right to accept, modify or refuse to approve any plans or specifications, or landscape plans, which are not reasonably suitable or desirable, in Declarant's sole and absolute discretion, for aesthetic or other reasons, and in so passing upon such plans, specifications or landscape plans, and without any limitation of the foregoing, it shall have the right to take into consideration the suitability of the proposed building, other structure or landscape plans, and of the materials of which it is to be built or planted, the site upon which it is proposed to be erected or planted, the harmony thereof with the surroundings and the effect of the building, other structures or landscape as planned, on the outlook from the Lots within the Community. Each person that acquires any Lot, or any interest therein, and such person's heirs, successors and assigns shall abide by the decision of Declarant in all cases in which Declarant's approval is required in this Declaration.

(D) If Declarant, or its designated representative, fails to give notice of approval or disapproval of any submitted plans and specifications containing all required information, or other request,

pursuant to this Declaration within thirty (30) days after said plans and specifications, or other request, have been submitted to it, such approval shall not be required. If any plans and specifications are disapproved, written notice of such disapproval shall be given to the submitting Lot owner by hand delivery to such owner, or by depositing same in the U. S. Mail, properly addressed and postage prepaid.

(E) The approval of Declarant of any plans, specifications or drawings, or any materials accompanying same for matters requiring approval by Declarant, shall not be deemed a waiver of, or create any right of estoppel against, Declarant's right to withhold approval of any similar plan, drawing, specification or materials subsequently submitted for approval.

(F) Neither Declarant, nor any representative of Declarant, shall be liable to any Lot owner, or any other person, association or entity, for any damage, loss or prejudice suffered or claimed on account of: (i) the approval or disapproval of any submitted materials, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to approved materials; (iii) the development of the Lot; (iv) the structural capacity or safety features of any proposed improvements; (v) whether or not the location of the proposed improvement on the building site is free from possible hazards from flooding, or from any other possible hazards, whether caused by conditions occurring either on or off any property located within the Community; (vi) erosion or other soil conditions; or (vii) any decision made or action taken, or omitted to be taken, under the authority of this Declaration. The Association shall indemnify and hold Declarant harmless from any claim against Declarant arising out of its plan review.

(G) Upon such terms and conditions as Declarant may elect, Declarant may, but is not required to, adopt, review and approve or disapprove, in whole or in part, with or without conditions, applications for the modification or waiver of any requirement or restriction contained in this Declaration. Such applications shall contain such information as Declarant may prescribe and shall affirmatively show, to Declarant's sole and absolute satisfaction, that the application of such requirements, under the circumstances, creates unnecessary or undue hardship, or that its modification or waiver will not be detrimental (aesthetically, economically or otherwise) to the owner of any other Lot.

(H) With respect to all matters which are, by the terms of this instrument, to be decided by Declarant, the decision of Declarant shall be final and binding on all parties. No changes or deviations in or from any approved plans or specifications shall be made without the prior written consent of Declarant.

### 3. CONSTRUCTION:

(A) Construction of each residence, including landscaping and irrigation, must be completed within twelve (12) months from the date when construction begins; provided, however, that Declarant may, when it in its sole and absolute discretion deems it is reasonable to do so, extend the construction completion deadline for one (1) period of up to three (3) months. Any building or other improvement constructed on any Lot that is destroyed partially or totally by fire, storm or any other means shall be rebuilt or repaired by Owner in accordance with these restrictions, or demolished within a reasonable period of time, and the Lot on which such was located restored to an orderly and attractive condition. In the event the Lot Owner does not comply with this requirement, Declarant retains the right to return the Lot to an orderly and attractive condition and to assess the Owner for the costs associated with such action and to place a lien on the Lot for those costs. Construction trailers are prohibited, and unless otherwise coordinated with Declarant, construction trash/debris containers must be stored entirely within the boundaries of the Lot on which the construction is occurring. Each Lot Owner shall be responsible for any damage done to the Community's infrastructure as a result of such Owner's construction activity, including

construction traffic, and shall, without limiting the foregoing, reimburse the Declarant or the Association, as the case may be, the costs incurred by the Declarant or the Association to repair such damage, plus an administrative fee of 15% plus 12% interest on such total. Further, the Declarant or the Association, as the case may be, shall have a lien against such Lot for such amount.

(B) Declarant has obtained an Alabama Department of Environmental Management ("ADEM") National Pollutant Discharge Elimination System Permit (the "Permit"), which relates to certain activities that affect storm water discharges from construction, excavation, land clearing and other land-disturbance activity. The Owner of each Lot shall, with respect to construction or other land-disturbance activity on such Lot, be responsible for taking such measures as are required by the Permit and applicable laws and regulations related to preventing sediment or other pollutants and storm water run-off from leaving the construction site or associated areas. However, after conveyance of any Lot by Declarant, upon Declarant's request, the new Owner shall immediately apply for and obtain, in such Owner's own name and at such Owner's own expense, a separate permit for such Lot and shall abide by the terms thereof, which may include, without limitation, use of silt fences, staked hay bale rows, netting or mesh, rock filter check dams, catch basins, seeding, proper grading, revegetation and other erosion control. Each Owner shall indemnify and hold Declarant harmless from such owner's failure to take such measures. Should ADEM or other authorities assess a fine or require corrective action with respect to the matters assigned to any Owner under this paragraph, such Owner shall be responsible for the payment of such fine and/or the implementation of such corrective action, and if such owner should fail to pay such fine and/or implement such corrective action, Declarant may, but shall not be obligated to, pay such fine and/or implement such action on behalf of such Owner, without any liability on the part of Declarant to such Owner, and Owner shall reimburse Declarant the cost thereof, plus an administrative fee equal to 25% of such costs, plus interest at the rate of 12% per annum until paid.

(C) No sand shall be added to, removed from or relocated on any Lot without the prior written approval of the Declarant.

(D) Each Owner shall utilize, for the landscape and irrigation installation on such Owner's Lot, the landscape contractor designated by Declarant for such purpose.

4. **ASSIGNMENT OF APPROVAL RIGHTS AND OTHER POWERS:** Any powers and rights set forth in this Declaration, including but not limited to, the power to make rules and regulations, and enforce the same, and impose penalties and fines for violations thereof, and levy assessments against the Lots, and enforce lien rights thereto, may be, in whole or in part, (i) relinquished by Declarant from time to time by recording a written relinquishment in the Office of the Judge of Probate of Baldwin County, Alabama; and/or (ii) assigned to the Association by recording a written assignment in the Office of the Judge of Probate of Baldwin County, Alabama, in which case, the Association shall have all such assigned rights and powers.

5. **GOVERNMENTAL APPROVALS:** Nothing in this Declaration shall relieve, or be interpreted as purporting to relieve, any owner from also securing such approvals, certificates or permits of any governmental agency or entity with jurisdiction as may be required by law as a condition to the commencement, construction, maintenance, addition, change or alteration, or any other activity on any Lot, and Declarant may require that a copy of such approvals, certificates or permits be provided to Declarant as a final condition to any approval, or as additional assurance to Declarant that the proposed activity, construction or uses meet governmental requirements.

6. **RESUBDIVISION:** No Lot may be re-subdivided, and Lots may not be combined.

7. **UTILITIES:** Each Owner assumes responsibility for activating and maintaining telephone, internet, television (cable, fiber optic or otherwise), power, water, sewer, and if available, natural gas services, and paying the appropriate fees or charges required by such third party utility service providers. However, one or more of these utility services may be, at least initially, arranged by Declarant, managed by and billed to the Association, and treated as Common Expenses. Satellite dishes are prohibited.

8. **OFFENSIVE ACTIVITIES, ETC.:** No commercial, noxious, hazardous, unlawful, immoral, improper, offensive, annoying or nuisance-creating activity may be carried on within any Lot. No structure, including fences, shall be erected so as to channel water onto an adjacent Lot. No clothes lines shall be permitted unless screened in such manner as to not be visible from adjacent lots or streets. No clothing, laundry, towels or the like shall hang from balconies, railings, etc. No firearms or other weaponry may be discharged upon any part of the Community for any purpose. No garage or rummage sales are permitted. No street side parking is permitted. No tri-axle vehicles are permitted in the Community and no vehicle with a loaded weight in excess of 44,000 pounds is permitted.

9. **NEATNESS, ETC.:** All Lots and adjacent right-of-ways, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained by the owner of all such Lots in a neat, attractive and presentable condition, even when such improvements are under construction. They shall be maintained in such manner as to prevent their becoming unsightly by reason of weeds, underbrush or unattractive growth on such Lot, or the accumulation of rubbish, debris or unsightly objects thereon; nor shall any such rubbish, debris or unsightly objects be dumped on any other Lot, or on any adjoining property, or otherwise disposed of in any manner not consistent with applicable laws. Building materials shall not be stored on a Lot unless a structure is under construction. Trash, garbage or other waste material shall not be kept on any Lot except in sanitary containers. Lot owners shall be responsible for periodic clean ups on their respective lots during the period the house is under construction to prevent their trash from blowing onto other lots and causing an unsightly situation for the neighborhood. In order to implement effective control, Declarant reserves for itself and its agents the right, after ten (10) days' notice to any Lot owner, to enter upon any residential Lot with such equipment and devices as may be necessary for the purpose of mowing, removing, clearing or cutting underbrush, weeds or other unsightly growth and trash which, in the sole and absolute opinion of Declarant, detracts from the overall beauty or safety of the Community. Such entrance upon such property for such purposes shall be only between the hours of 7:00 A.M. and 6:00 P.M. on any day except Sunday and shall not be a trespass. Declarant may charge the Lot owner a reasonable cost for such services plus a 10% surcharge, which charge and surcharge shall constitute a lien upon such Lot enforceable by appropriate proceedings at law or in equity.

10. **AUTOMOBILES, VEHICLES, TRAILERS, ETC.:** Only automobiles for personal use are permitted to be kept in the Community. No commercial vehicles, and no boat, utility or other trailers, or all-terrain or recreational vehicles, mobile homes, campers, boats or other watercraft are permitted to be kept in the Community.

11. **ANIMALS:** Subject to applicable federal, state and local laws, regulations and ordinances, up to two (2) household pets (dogs or cats) may be kept by Owners of any Lot, but no other animals are permitted, and renters are not permitted to have any pets. Lot Owners may not keep pets in the Community for any commercial purpose, shall be responsible for the actions of their pets, shall promptly clean up after their pets, shall not allow their pets to become a nuisance, annoyance or danger, shall at all times while outdoors keep their pets under hand leash control, and shall register their pets with the Association. The

Association and Lot Owners, their guests, renters or other invitees of the Community are prohibited from supporting the presence of feral or free-roaming cats by providing food, shelter or any other life support elements, or any group that participates in such activities. Any reports of observations of free-roaming cats shall be to local animal control authorities and/or to the U.S. Fish & Wildlife Service.

12. **GARBAGE DISPOSAL CONTAINERS AND EQUIPMENT:** No Lot shall be used as a dumping ground for rubbish, and all debris and trash from clearing or construction must be immediately removed. Trash, garbage or other waste shall not be kept except in sanitary containers. Occupants shall not leave their containers on the street except when necessary for pick up by the applicable solid waste service provider.

13. **SIGNS:** No sign of any kind shall be displayed to public view on any Lot except one professionally lettered sign not more than four (4) square feet in size, which may advertise the property for sale; except, during the construction period, an additional sign may be erected by the builder, and a security service sign shall also be allowed when applicable. Additionally, a uniform "for rent" sign approved by Declarant, not exceeding two (2) square feet, may be located on the exterior of a residence in a uniform location approved by Declarant.

14. **RENTALS:** Lot Owners are permitted to rent their residences, provided that no rental shall be for less than three (3) consecutive nights, Owners shall be responsible for the conduct of their tenants, and the Association shall have the authority to revoke any Owner's right to rent if the Association determines that such Owner's tenants have consistently disrupted the Community, caused damage or otherwise unreasonably detracted from the quiet enjoyment of the Community.

15. **EASEMENTS:** All easements shown on the Plat are hereby adopted as a part of these restrictions and all Lots in the Community shall be subject to such easements. Further, Declarant reserves easements throughout the Community, other than on any Lot, for such purposes as Declarant may deem reasonably necessary for the benefit of the Community or any Owner therein.

16. **AMENDMENT OR MODIFICATION OF RESTRICTIONS:** Any or all of the provisions in this Declaration may be annulled, amended or modified at any time by an instrument executed by the Owner or Owners of at least two-thirds (2/3) of the Lots in the Community, which said instrument shall be acknowledged by each such owner signing same and shall be recorded in the Office of the Judge of Probate of Baldwin County, Alabama; PROVIDED, that no amendment shall place an additional burden or restriction or requirement on any Lot in the Community, the owner of which does not join in said amending instrument, and so long as Declarant owns any Lot then subject to this Declaration, no amendment shall be valid without Declarant's specific written approval. The Declarant reserves the unrestricted right to amend or modify these restrictions for and during such a period of time as the Declarant continues to own at least one (1) of the Lots shown on the Plat.

17. **TERM:** The herein stated restrictions shall run with the land and shall be binding on all Lots and the owners thereof, their heirs, successors and assigns, and all parties and persons claiming under or through them, each of whom shall, by virtue of acceptance or acquisition of title or other interest, accept and agree to be bound by and to abide by all terms and provisions of this instrument, all of which shall be and remain in full force and effect for fifty (50) years, after which time said restrictions shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the Owners of at least two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants in whole or in part.

18. **VIOLATIONS:** Any violation of these covenants shall not act as a cloud upon the title of the property concerned, and title shall not be forfeited as a result of such violation; provided however, fines may be imposed on Lot owners for such violations, which shall be a lien against the owner's Lot in the same manner as assessments.

19. **ENFORCEMENT:** If any person or persons shall violate, or attempt to violate, any of the restrictions contained herein, it shall be lawful for Declarant, or any party owning any real property situated in said Community, to prosecute any proceedings at law or in equity against the person or persons violating, or attempting to violate, any such Restriction, either to prevent him, or them, from so doing or to recover damages for such violation, and in the event that it is the Declarant who has filed legal action, it shall be entitled to receive an award of a reasonable attorney's fee for the successful prosecution of such an action. Declarant shall be under no obligation to enforce any of the restrictions herein contained, but in the event that Declarant shall choose not to enforce the same, the owner of any Lot in the Community may, individually, seek to enforce the same through lawful means.

20. **OWNERS ASSOCIATION:** Declarant has caused or will cause the formation of The Bluffs at Orange Beach Property Owners Association, Inc. The Association shall have all powers enumerated in the Alabama Homeowners' Association Act, Section 35-20-1, et seq., and the Alabama Nonprofit Corporation Law, Section 10A-3-1.01, et seq., Code of Alabama (1975). All owners of public record of the ten (10) Lots in the Community, as evidenced by instruments of conveyance filed in the Office of the Judge of Probate of Baldwin County, Alabama, shall be members of the Association. The Association shall be governed by a Board of Directors (the "Board"). Initially and during the Period of Declarant Control, as provided for in the Articles of Incorporation, the Association shall have three (3) Directors, all of whom shall be appointed, removed or replaced by Declarant. After the Period of Declarant Control, the Board shall consist of not less than three (3) Directors and not more than five (5) Directors.

The Association shall hold title to and maintain all property that Declarant may designate or set aside as common area, including, without limitation, all Common Areas shown as such on the Plat (including the common interior streets, the common street lights, the common Dune Walkover to the beach, the common entrance way and the common utilities infrastructure, including sanitary sewer, located within the Community but not within the boundaries of any Lot). The Association shall also be responsible for maintaining landscaping and sprinkler systems in the common areas and rights of way, and the street lights and paying the bills for the services provided thereto. The Association shall hold title to and/or maintain all easements not granted to or maintained by any governmental entity. The Association shall have the power to grant easements, leases, licenses and concessions through or over the Common Areas.

All members of the Association, and by acceptance of a deed to a Lot, whether or not so expressed in such deed, are deemed to covenant and agree to pay to the Association annual general assessments or charges as herein described. All such assessments, together with interest thereon as provided below, and the cost of collection thereof, including reasonable attorney fees, shall, as hereinafter provided, be the personal obligation of the owner of such property at the time such assessment becomes due. Such assessments, together with interest, costs and reasonable attorney fees, shall also be a charge and a continuing lien running with the land upon the Lot against which such assessment is made. Such lien may be perfected by recording a statement of lien in the Office of the Judge of Probate of Baldwin, Alabama setting forth the Lot upon which the lien is claimed, the amount for which the lien is claimed and the name of the property owner of the Lot. The lien shall be enforceable in accordance with Alabama law.

The periodic general assessments levied by the Association shall be used exclusively for the maintenance of the common areas and the discharge of the Association's responsibilities as set forth above, and for such other expenses related thereto as the Association deems necessary. Assessments as to each Lot shall begin as of the closing of the purchase of such Lot from the Declarant; however, Declarant shall have the option to declare its Lots subject to assessments or to cover any operating deficiency by the Association. The Association shall reimburse Declarant, as and when it has funds to do so, the cost of common area and liability insurance purchased by Declarant for the Association for the first year of insurance coverage.

By a two-thirds (2/3) vote of the Board, the assessment rate shall be fixed on the basis above; provided, however, that the periodic assessment shall be sufficient to meet the Association's obligations as budgeted, and in the event of unforeseen expenses, a special assessment may be made. The Board shall set the date such periodic assessments shall become due, and any assessment not paid within thirty (30) days from said date shall bear interest from the due date at twelve percent (12%) per annum. The Board may elect to require that periodic assessments be paid annually, quarterly or monthly. Upon any voluntary conveyance of a Lot, the grantor and grantee of such Lot shall be jointly and severally liable for all unpaid assessments pertaining to such Lot to the extent that such assessments accrue to the date of such conveyance, without prejudice, however, on the part of the grantee to recover from the grantor any amounts paid by the grantee, but the grantee shall be exclusively liable for assessments accruing after the grantee becomes a Lot owner.

21. **CHANGES; RESERVATIONS:** Declarant reserves the right to make such changes to this Declaration (a) as Declarant may deem necessary to comply with or address a governmental regulation or similar directive, or to meet any other requirement or limitation that binds Declarant or the Community, or (b) as do not materially and unreasonably adversely affect any Lot that Declarant has already conveyed. Declarant also reserves the right to cause property to be withdrawn from this Plat and/or from the scope of this Declaration, and to make such other changes to the Plat as do not alter the boundaries of any Lot not owned by Declarant. Additionally, Declarant reserves the right to build and/or allow to be built model homes in the Community. Declarant may also allow the use of sales offices, which may or may not be part of the model homes. Declarant further reserves the right to post signs advertising unsold Lots and identifying any model homes and/or sales offices.

22. **RULES AND REGULATIONS:** Declarant may enact from time to time such rules and regulations as Declarant may deem appropriate for the well-being of the Community and may promulgate such penalties and fines for violations thereof as Declarant may deem in the best interests of the Community. The Association shall succeed to this right and power upon the termination of Declarant control.

23. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall be and remain in full force and effect.

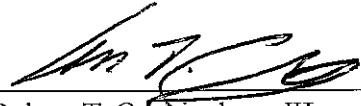
**IN WITNESS WHEREOF**, the Declarant, by and through its duly authorized Manager, has caused this instrument to be executed as of the day and year first above written.

**SIGNATURE PAGE TO FOLLOW**



**SKY LAND COMPANY, LLC,**  
An Alabama limited liability company

By: SKY DEVELOPMENT ALABAMA, LLC,  
An Alabama limited liability company  
Its Manager

By:   
Robert T. Cunningham, III  
Its Manager

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Joy Nicole Davis Gambino, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Robert T. Cunningham, III, whose name as Manager of SKY DEVELOPMENT ALABAMA, LLC, an Alabama limited liability company, as Manager of SKY LAND COMPANY, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said SKY LAND COMPANY, LLC.

GIVEN under my hand this the 14<sup>th</sup> day of December, 2020.

  
NOTARY PUBLIC  
My Commission Expires: 5-16-2021

**THIS INSTRUMENT PREPARED BY:**

MARK H. TAUPEKA  
TAUPEKA LAW, LLC  
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Orange Beach, Alabama 36561  
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