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Frank H. Francis
JUDGE OF PROBATE

**RE-STATEMENT OF
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
STONEMARK**

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The undersigned further agree that Stonemark Development Corporation as the successor in interest to and final assignee of Southern Partners Capital Corporation (the former Declarant) is and shall be designated as the "Declarant" as hereinafter referred to in this Declaration and shall have all the rights, privileges and authority given by the said original Declaration of Covenants, Conditions and Restrictions of Stonemark, Phase I and this Declaration.

The undersigned further agree and acknowledge that all of the streets serving the Property subject to these Restrictions and shown of record on the following plats of Stonemark have been dedicated to the City of Huntsville, Alabama, and have become public streets the same as if the said streets and public ways had been dedicated at the time of the filing of such plats, to-wit:

Stonemark Subdivision, Parcel B, Phase I, as recorded in Plat Book 17, Page 18, Probate Records of Madison County, Alabama; and
 Stonemark Subdivision, Parcel C, Phase I, as recorded in Plat Book 16, Page 78, Probate Records of Madison County, Alabama; and
 Stonemark Subdivision, Parcel E, Phase I, as recorded in Plat Book 17, Page 75, Probate Records of Madison County, Alabama; and
 Stonemark Sector 3 as recorded in Plat Book 29, Page 99, Probate Records of Madison County, Alabama; and
 Stonemark Sector 5 as recorded in Plat Book 29, Page 92, Probate Records of Madison County, Alabama; and
 Stonemark Sector 6 as recorded in Plat Book 30, Page 1, Probate Records of Madison County, Alabama; and
 Stonemark Sector 8 as recorded in Plat Book 30, Page 15, Probate Records of Madison County, Alabama.
 (all such plats collectively hereinafter referred to as the "Plats")

ARTICLE 1

DEFINITIONS

Section 1.1 "Annexable Area" shall mean and refer to that certain real property described in Exhibit "B" hereto which may be made subject to the jurisdiction of the Association pursuant to the provisions set forth herein.

Section 1.2 "Articles of Incorporation" shall mean the Articles of Incorporation of Stonemark Property Owners Association, Inc., as such document may be amended from time to time.

Section 1.3 "Association" shall mean and refer to the Stonemark Property Owners Association, Inc., an Alabama non-profit, non-stock, membership corporation and its successors and assigns.

Section 1.4 "Association Expenses" shall mean and include the actual and estimated expenses of operating the Association, both for general and Parcel purposes, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to the Declaration, the Bylaws, and the Articles of Incorporation.

Section 1.5 "Board of Trustees" or "Board" shall mean and refer to the Board of Trustees of the Association.

Section 1.6 "Bylaws" shall mean and refer to the Bylaws of the Stonemark Property Owners Association, Inc., as such document may be amended from time to time.

Section 1.7 "Certificate of Occupancy" shall mean any required certification issued by the appropriate governmental authorities as a prerequisite to occupancy of any Residence.

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Section 1.8 "Committee" shall mean and refer to (i) the Stonemark Architectural Control Committee which shall exercise the authority to grant or withhold architectural control approval within Stonemark or (ii) the Declarant when exercising the authority to grant or withhold architectural control approval as granted in Section 4.2 herein.

Section 1.9 "Common Property or Common Area" shall mean any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners and Occupants, whether located within or without the boundaries of the Community.

Section 1.10 "Community" or "Subdivision" shall mean and refer to that certain real property and interests therein described in Exhibit "A", attached hereto, and (i) such additions thereto of all or any portion of the real property described in Exhibit "B", attached hereto, as may be made by Declarant (or its Mortgagee or transferee, as provided in the Declaration) by Supplementary Declaration; and (ii) such additions thereto of other real property as may be made by the Association by Supplementary Declaration.

Section 1.11 "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Trustees of the Association and by committees required or permitted to be established pursuant to the Declaration or By-Laws. Such determination, however, must be consistent with the Community-Wide Standard originally established by the Declarant.

Section 1.12 "Control Transfer Date" shall mean the time when all of the lots in the real property identified in Appendix "A" hereto and all future Parcels of Stonemark (as platted, from time to time) and the entirety of the annexable area as identified in Appendix "B" hereto have been sold and/or the transfer of control of the Association to the Members is initiated.

Section 1.13 "Contractor" shall mean and refer to the person or entity with whom an Owner contracts to construct a Residence on such Owner's Lot.

Section 1.14 "Declarant" shall mean and refer to Stonemark Development Corporation and its successors-in-title and assigns, provided any such successor-in-title or assign shall acquire for the purpose of development or sale all or any portion of the remaining undeveloped or unsold portions of the real property described in Exhibit "A", attached hereto, or in Exhibit "B", attached hereto, and provided further, in the instrument of conveyance to any such successor-in-title or assign, such successor-in-title or assign is designated as the "Declarant" hereunder by the grantor of such conveyance, which grantor shall be the "Declarant" hereunder at the time of such conveyance; provided, further, upon such designation of such successor Declarant, all rights of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that as to all of the property described in Exhibit "A" attached hereto, and in Exhibit "B", attached hereto, which is now or hereafter subjected to this Declaration, there shall be only one person or legal entity entitled to exercise the rights and powers of the "Declarant" hereunder at any one point in time.

Section 1.15 "Declaration": shall mean this "Re-Statement of Declaration of Protective Covenants for Stonemark", as such document may be amended from time to time.

Section 1.16 "General Assessments" shall mean assessments levied for Association Expenses determined by the Board to benefit all Owners and Occupants.

Section 1.17 "Lot" shall mean a portion of the Community designated on an approved subdivision plat, as more particularly described below, for the construction of a detached single family dwelling in accordance with the terms and provisions of the Declaration. Lot shall include all portions of the land owned as well as any structure

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thereon. A Lot shall come into existence on the date the subdivision Plat is filed in the records of the office of the Judge of Probate of Madison County, Alabama.

Section 1.18 "Majority" shall mean those eligible votes, Owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total eligible number thereof.

Section 1.19 "Member" shall mean every person or entity that is a member of the Association as provided for in this Declaration.

Section 1.20 "Mortgage" shall mean any mortgage, deed of trust and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

Section 1.21 "Mortgagee" shall mean the holder of a Mortgage.

Section 1.22 "Occupant" shall mean any Person occupying all or any portion of a Residence for any period of time, regardless of whether such Person is a tenant of the Owner of such property.

Section 1.23 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is located within the Community, including (i) contract sellers (a seller under a Contract-for-Deed), but excluding those having such interest merely as security for the performance of any obligation, (ii) Declarant (except as otherwise provided herein); and (iii) Builders.

Section 1.24 "Parcel" shall mean and refer to separately platted and designated residential areas comprised of various types of housing initially or by amendment made subject to this Declaration. For example, and by way of illustration and not limitation, a garden home Subdivision, and a single family detached home subdivision may each be designated as separate Parcels. If separate Parcel status is desired, the Declarant shall designate in this Declaration or in the Supplementary Declaration subjecting the property to the terms and conditions of this Declaration that such property shall constitute a separate Parcel or Parcels. In the absence of specific designation of separate Parcel status, all property made subject to the Declaration shall be considered a part of the same Parcel.

Section 1.25 "Parcel Assessments" shall mean assessments for Association Expenses provided for herein or by any Supplementary Declaration which are incurred for the purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of only the Owners and Occupants of the Parcel against which the specific Parcel Assessment is levied, all as may be specifically authorized from time to time by the Board of Trustees.

Section 1.26 "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.

Section 1.27 "Property" shall mean that real property identified on Appendix "A" attached hereto.

Section 1.28 "Related Users" shall mean and refer to all property owners who are Association Members, those members of such member's immediate family living in such Member's residence and such Member's tenants, or contract purchasers who reside on the property.

Section 1.29 "Residence" shall mean a single family detached dwelling which has been constructed on a lot and for which a certificate of occupancy has been issued.

Section 1.30 "Stonemark" shall mean and refer to all real property now or hereafter made subject to the jurisdiction of the Association.

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Section 1.31 "Supplementary Declaration" shall mean an amendment to the Declaration subjecting additional property to the Declaration.

ARTICLE 2

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 2.1 Recorded Subdivision Maps of the Property. The Plats dedicate for use as roads, streets or easements, as the case may be, subject to the limitations set forth therein and herein, the roads, streets and easements shown on such Plats. The Plats further establish certain restrictions applicable to the Property. All dedications, restrictions and reservations created herein or shown on the Plats, replats or amendments of the Plats and all future Plats of the annexable area or any portion thereof recorded or hereafter recorded shall be incorporated herein and made a part hereof as though fully set forth herein, and shall be construed as being included in each contract, deed, or conveyance executed or to be executed by or on behalf of Declarant, conveying said Property or any part thereof whether specifically referred to therein or not.

Section 2.2 Easements. Declarant reserves for public use the utility easements shown on the Plats or that have been or hereafter may be created for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas lines, sewers, water lines, storm drainage (surface or underground), or any other utility the Declarant sees fit to install or cause to be installed in, across and/or under the Property. In addition, all utility easements in the Subdivision may be used for the construction of drainage swales or ditches in order to provide for improved surface drainage of any Reserves, Common Area and/or Lots. Notwithstanding anything to the contrary contained in this Section 2.2, no sewers, electrical lines, water lines, or other utilities may be installed on said Property except as initially approved in writing by the Declarant. Should any utility company furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant, without the joinder of any other Owner, shall have the right to grant such easement on said Property without conflicting with the terms hereof. Any utility company serving the Subdivision shall have the right to enter upon any utility easement for the purpose of installation, repair and maintenance of their respective facilities. Neither Declarant, nor any utility company using the easements herein referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees and lawns or any other property of the Owner on the property covered by said easements.

Section 2.3 Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Declarant to any of the Lots by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water line, gas, sewer, storm sewer, electric lighting, electric power, telegraph or telephone purposes and any other easement hereafter granted affecting the Lots. The Owners of the respective Lots shall not be deemed to own pipes, wires, conduits or other service lines running through their Lots which are utilized for or service other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Lot.

Section 2.4 Utility Easements.

(a) A ten foot (10') utility easement has been dedicated along the front of all Lots, and along the side Lot line adjacent to the street right-of-ways of all corner Lots except as otherwise indicated on the Plats.

(b) A five foot (5') utility easement has been dedicated along all side Lot lines except as otherwise indicated on the Plats.

(c) Rear utility easements have been dedicated in accordance with the Plats.

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(d) Other ground and aerial easements have been dedicated in accordance with the Plats and by separate recorded easement documents.

(e) No building shall be located over, under, upon or across any portion of any utility easement. However, the Owner of each Lot shall have the right to construct, keep and maintain concrete drives and similar improvements across the utility easement along the front of the Lot and/or along the side of corner Lots adjacent to street right-of-ways and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Lots.

(f) The Owner of each Lot also shall have the right to construct, keep and maintain walkways, steps and air conditioning units and equipment over, across or upon any utility easement along the side of such Lots (the "Side Lot Utility Easement"), (other than along any Side Lot Utility Easement which is adjacent to a street right-of-way) and shall be entitled, at all times, to cross, have access to and use the improvements located thereof. However, any such improvements placed upon such Side Lot Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and, as such, the Owner of each Lot subject to said Side Lot Utility Easements shall be responsible for (i) any and all repairs to the walkways, steps and air conditioning units and equipment which cross or are located upon such Side Lot Utility Easements and (ii) repairing any damage to said improvements caused by any private or public utility in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Side Lot Utility Easements.

(g) The Owner of each Lot shall indemnify and hold harmless Declarant and the City of Huntsville Utility departments and any other utility company having facilities located over, across or under utility easements from any loss, expense, suit or demand resulting from injuries to persons or damage to property in any way occurring, incident to, arising out of, or in connection with said Owners, Owner's legal representatives, successors, assigns, guests, invitees, licensees and designees for the installation, use or maintenance of such facilities, and the Declarant and the City of Huntsville Utility Departments and all other such utility companies shall not be liable for any damage done by any of such parties or any of their agents or employees to shrubbery, trees, flowers, fences, or other property of the Owner situated on the portions of the Lots covered by said utility easements.

Section 2.5 Easements For The Use And Enjoyment of Common Property. Every Member shall have a right and easement of ingress and egress for the use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to his property, subject to the following provisions:

(a) the right of the Board to charge reasonable admission and other fees for the use of any portion of the Common Property, including, without limitation, swimming pools, to limit the number of guests who may use the Common Property and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his family, tenants, guests, Occupants and invitees;

(b) the right of the Board to suspend the voting rights of an Owner or Occupant and to suspend the right of an Owner or Occupant to use the Common Property and recreational facilities in the Community, if any, for any period during which any assessment which is hereby provided for remains unpaid; and, to suspend the right of an Owner or Occupant to use the Common Property and recreational facilities in the Community, if any, for a reasonable period of time for an infraction of the Declaration, By-Laws, use restrictions, rules and regulations or design guidelines;

(c) the right of the Board to borrow money for the purpose of improving the Common Property, or any portion thereof, or for constructing, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Property; provided, however, the lien and encumbrance of any such Mortgage given shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved

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or established for the benefit of Declarant, or any Lot or Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Owner encumbering any Lot or other property located within the Community (Any provision in this Declaration or in any such Mortgage given by the Board to the contrary notwithstanding, the exercise of any rights therein by the holder thereof in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of Declarant, or any Lot or Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Owner encumbering any Lot or other property located within the Community.); and

(d) the right of the Board to dedicate or transfer all or any portion of the Common Property subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by at least a Majority of the Members of the Association, in person or by proxy, at a meeting duly called for such purpose (or, if a meeting is not called, upon the affirmative vote of at least a Majority of the votes cast in a referendum on the issue) and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article 7 hereof, by the Declarant.

An Owner's right of use and enjoyment in and to the Common Property and facilities located thereon shall extend to the members of his family and guests. A Residence Owner who shall have leased such Residence shall be deemed to have made a delegation of all such rights to the Occupants of any such leased Residence.

Upon the affirmative vote of a Majority of the Association vote present, in person or by proxy, at a meeting duly called for such purpose (or, if a meeting is not called, upon the affirmative vote of at least a Majority of the votes cast in a referendum on the issue) and, so long as the Declarant has an option unilaterally to subject additional Property to this Declaration as provided in Article 7 hereof, the consent of Declarant, the Board may alter the use of any Common Property. For example, and by way of illustration and not limitation, the Board may convert tennis courts into a basketball court or vice versa.

An Owner's right of use and enjoyment in and to the Common Property and facilities located thereon shall not give any Owner the right of ingress or egress across any Lot to obtain access to such Common Property.

Section 2.6 Easement For Entry. In addition to the right of the Board to exercise self-help as provided elsewhere herein, the Board shall have the right, but shall not be obligated, to enter upon any property within the Community for emergency, security, and safety, which right may be exercised by the manager of the Association, if any, the Board, the Officers of the Association, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall not be responsible for any damage caused. It is intended that this right of entry shall include the right of the Board to enter to cure any condition which may increase the possibility of a fire, slope erosion, or other hazard in the event an Owner or Occupant fails or refuses to cure the condition upon request by the Board.

ARTICLE 3

USE RESTRICTIONS

Section 3.1 General. This Article, beginning at Section 3.2, sets out certain use restrictions which must be complied with by all Owners and Occupants. These use restrictions may only be amended in the manner provided in Article 11 hereof regarding amendment of this Declaration. In addition, the Board may, from time to time, without consent of the Members, promulgate, modify, or delete other use restrictions and rules and regulations applicable to the Community. This authority shall include, but shall not be limited to, the right to limit the type and size of vehicles within the Community and to impose all other necessary traffic and parking regulations and to restrict the maximum

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noise levels of vehicles in the Community. The Board may also restrict certain portions of the recreational facilities administered by the Association to adults only. Such use restrictions and rules shall be distributed to all Owners and Occupants not less than thirty (30) days prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled, or modified in a regular or special meeting by a majority of the total Association vote entitled to vote thereon and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article 7 hereof, with the consent of Declarant.

Section 3.2 Single Family Residential Construction. No building shall be erected, altered, or permitted to remain on any Lot other than a detached single family dwelling used for residential purposes only and not to exceed two and one-half (2 1/2) stories in height plus a basement and a private garage. Total height of the dwelling should not exceed forty-five (45) feet as measured at the highest point from the plane of the original slope of the Lot. Except as hereinafter provided with respect to model homes, each residence shall have a fully enclosed garage for not less than two (2) cars, which garage is available for parking automobiles at all times without any modification being made to the interior of said garage. The garage portion of any model home may be used by Builders for sales purposes, storage purposes and other related purposes, provided any necessary city approvals are obtained. Upon (or prior to) the sale of said model home to the first purchaser thereof, the garage portion of the model home shall be converted to a fully enclosed garage with garage doors. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on said Lots, or the use of said Lots for duplex houses, condominiums, townhouses, garage apartments, or apartment houses; and no Lot shall be used for business, educational, religious or professional purposes of any kind whatsoever, nor for any commercial or manufacturing purposes. No building of any kind or character shall ever be moved onto any Lot within said Subdivision.

Except as otherwise provided in Sections 3.11 and 3.12, no portable building of any type or character shall be moved or placed upon any Lot. Buildings of every type and character, whether attached to or detached from the main residential structure or garage constructed on the Lots, must be approved by the Committee prior to the commencement of the construction of such buildings.

Section 3.3 Composite Building Site. Any Owner of one or more adjoining Lots (or portions thereof) may, with the prior written approval of the Committee, consolidate such Lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case the side setback lines shall be measured from resulting side property lines rather than from the Lot lines as indicated on the Plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of all Lots in the same block. In addition, the side Lot Utility Easements at the juncture of such adjoining lots must be abandoned or released in accordance with applicable law. Upon such abandonment or release and upon the receipt of written approval of the Committee, such resulting composite building sites shall thereupon be regarded as one (1) "Lot" for all purposes hereunder. Any such composite building site (or building site resulting from the remainder of one or more Lots having been consolidated into a composite building site) must contain not less than 9,000 square feet in area, except as otherwise provided by the Board of Trustees.

Section 3.4 Minimum Square Footage Within Improvements. The heated and/or air conditioned living area of the main residential structure located on any Lot exclusive of porches and parking facilities shall be as specified in Section 3.33 herein.

Section 3.5 Location of the Improvements Upon the Lot. No residential structure, carport or any other improvements shall be located on any lot nearer to the front, rear, side or street side property line shown on the plat or nearer to the property lines than the minimum building setback lines shown in the table below. For purposes of this Declaration, eaves, steps and unroofed terraces shall not be considered as part of a residential structure or other improvements. This covenant shall not be construed to permit any portion of a building foundation on a Lot to encroach upon an easement. The

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main residential structure on any Lot shall face the front of the lot and up or downhill so as to place the face of the structure within the side lot lines. Note that where side lot lines do not intersect the front lot lines at right angles, the face of a structure will not necessarily be parallel to the street.

<u>Setback</u>	<u>Distance</u>
Front Building Setback	25 feet
Rear Building Setback	25 feet
Side Building Setback	Minimum 6 feet one side, 14 ft. total of both sides
Corner Lot - Streetside Building Setback	20 feet

Landscape Buffers: The rear 25 feet of all single family lots backing up to Mathis Mountain Road or to the boundary of Stonemark is reserved as an undisturbed landscape buffer.

Building Setback Waivers: The Committee may waive the front building setback down to 20 feet if such a waiver is necessary to make the lot in question more economically buildable due to the severe topography of the lot.

Section 3.6 Excavation and Tree Removal. The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as may be necessary in conjunction with the landscaping of or construction on such Lot. No trees shall be cut or removed except in accordance with the Slope Control Ordinance of the City of Huntsville as amended from time to time. No trees shall be cut for any reason within the 25 foot landscaping buffers without prior written approval of the Architectural Control Committee or Declarant.

Section 3.7 Removal of Trees, Trash and Care of Lots During Construction of Residence.

(a) All Owners, during their respective construction of a Residence, are required to remove and haul from the Lot on a daily basis all tree stumps, trees, limbs, branches, underbrush and all other trash or rubbish cleared from the Lot for construction of the Residence, construction of other improvements and landscaping. No burning is allowed on the Lot and no materials or trash hauled from the Lot may be placed elsewhere in the Subdivision or on land owned by Declarant whether adjoining the subdivision or not without the express written consent of Declarant.

(b) All Owners, during their respective construction of a Residence, are required to continuously keep the Lot in a reasonably clean and organized condition. Papers, rubbish, trash, scrap, and unusable building materials are to be kept picked up and hauled from the Lot. Other usable building materials are to be kept stacked and organized in a reasonable manner upon the Lot.

(c) No trash, materials, or dirt are allowed in the street. All Owners shall keep the street free from trash, materials, and dirt. Any such trash, materials, or excess dirt or fill inadvertently spilling or getting into the street or street ditch shall be removed, without delay, not less frequently than daily.

(d) No Owner or Contractor may enter onto a Lot adjacent to the Lot upon which such Owner or Contractor is building for purposes of ingress and egress to his Lot during or after construction, unless such adjacent Lot is also owned by such Owner, and all such adjacent Lots shall be left free of any trees, underbrush, trash, rubbish and/or any other building or waste materials from the lot upon which such construction is proceeding during or after such construction of building improvements by such Owner or Contractor.

Section 3.8 Masonry Requirements. The masonry requirements for all residences and other improvements shall be as specified in Section 3.33 herein.

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Section 3.9 Roofing Requirements. Only architectural grade shingle roofs, will be allowed in the Community.

Section 3.10 Carports. No carports shall be erected or permitted to remain on any Lot without the express prior written approval of the Committee. Said approval will be denied unless the carport is shown to be an integral part of the residence and the carport is constructed with the same design, color and materials as the residence.

Section 3.11 Prohibition of Offensive Activities. Without expanding the permitted uses of the Lots, no activity, whether for profit or not, shall be conducted on any Lot which is not related to single family residential purposes. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such property to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence is noxious, dangerous, unsightly, unpleasant, illegal or of a nature as may diminish or destroy the enjoyment of the Community. This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision and the lighting effects utilized to display the model homes. No exterior speaker, horn, whistle, bell or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a Lot. The Board of Trustees of the Association ("Board") shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance. Activities expressly prohibited, include, without limitation, (1) the performance of work on automobiles or other vehicles upon a Lot or in driveways or streets abutting Lots, (2) the use or discharge of firecrackers or other fireworks within the Subdivision, (3) the use or permitting of any Property in Stonemark for hunting or for the discharge of any pistol, rifle, shotgun, or any other firearm, or any bow and arrow or any other device capable of killing or injuring persons (4) the storage of flammable liquids in excess of five gallons, or (5) other activities which may be offensive by reason of odor, fumes, dust, smoke, noise, vibration or pollution, or which are hazardous by reason of excessive danger, fire or explosion.

As indicated above, no property in the Subdivision shall be used for any commercial, education, manufacturing, business or professional purpose nor for church purposes. The renting or leasing of any residential dwelling is subject to the provisions of Section 5.7.

Section 3.12 Use of Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a dwelling, or for any other purpose, either temporarily or permanently; provided, however, that Declarant reserves the exclusive right to erect, and place and maintain such facilities in or upon any portions of the Subdivision as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing Residences and constructing other improvements within the Subdivision. Such facilities may include, but not necessarily be limited to sales and construction offices, storage areas, model units, signs, and portable toilet facilities. Except as otherwise approved by the Committee, no such portable toilet facility shall be located closer to the street than the front of the structure being constructed or to be constructed. Builders and Contractors may, with the prior written approval of the Committee, exercise the rights reserved by Declarant in this Section 3.12.

Section 3.13 Storage of Vehicles or Equipment. No motor vehicle or non-motorized vehicle (including, without limitation, trucks and recreational vehicles), boat, motor home, trailer, camper, marine craft, machinery or equipment of any kind may be

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parked or stored for longer than ten (10) hours or on a semi-permanent or daily basis on any part of any Lot, road or street, easement, right-of-way, or Common Area unless such vehicle or object is completely concealed from public view inside a garage or Committee approved enclosure. Notwithstanding the ten (10) hour parking restriction, there shall be no overnight parking on any road or street. Passenger automobiles, passenger vans, motorcycles, or pickup trucks that are in operating condition, having current license plates and that are in daily use as motor vehicles on the streets and highways of the state of Alabama are exempt from the ten hour parking restriction only as it pertains to parking or storing of vehicles on the driveway portion of any Lot. No vehicle shall be parked in a yard or in the street or along the side of a street that blocks the flow of traffic. No vehicle may be repaired on a Lot unless such vehicle is concealed inside a garage or other approved enclosure during the repair thereof. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, repair, or maintenance of (i) residential dwelling(s) or related improvements in the immediate vicinity thereof or (ii) utility improvements in the Subdivision.

Section 3.14 Mineral Operations. No oil drilling, oil development operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. At no time shall the drilling, usage or operation of any water well be permitted on any Lot.

Section 3.15 Animal Husbandry. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets kept as such, in reasonable number, as determined by the Board; provided, however, those pets which are permitted to roam free, or in the sole discretion of the Board, endanger health, make objectionable noise, (including, but not limited to persistent barking dogs) or constitute a nuisance or inconvenience to the Owners or Occupants of any Lot or any property located adjacent to the Community may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a Residence be on a leash or otherwise confined in a manner acceptable to the Board. Without prejudice to the Board's right to remove any such household pets, no household pet that has caused damage or injury may be walked in the Community. Pets shall be registered, licensed and inoculated as required by law.

Section 3.16 Lot Maintenance.

(a) All Lots shall be kept at all times in a neat, attractive, healthful and sanitary condition, and the Owner or occupant of all Lots shall keep all weeds and grass thereon cut and shall in no event use any Lot for storage of materials or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash, or rubbish. All yard equipment or storage piles shall be kept screened, so as to conceal them from view of neighboring Lots, streets or other property.

(b) In the event of any default by the Owner or Occupant of any Lot in observing the above requirements or the requirements of Section 3.11, which default is continuing after ten (10) days written notice thereof by the Board or Declarant to the Owner or Occupant, as applicable, the Declarant or the Board or their designated agents may, without liability to the Owner, Contractor or any Occupants of the Lot in trespass or otherwise, enter upon (or authorize one or more others to enter upon) said Lot, cut, or cause to be cut, such weeds and grass and remove, or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with this declaration, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and the Association may charge the Owner, Builder or Occupant of such Lot for the cost of such work and associated materials. Payment thereof shall be collected by adding the charges to the hereinafter described "Specific Assessments" and shall be payable on the first day of the next calendar month following the levying of such assessment.

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Section 3.17 Signs, Advertisements, Billboards. No sign, advertisement, billboard, or advertising structure of any kind may be erected or maintained on any Lot in the Subdivision without prior approval of the Committee and any such approval which is granted may be withdrawn at any time, in which event, the parties granted such permission shall immediately remove such structures.

The Declarant or the Association (or any agent designated in writing by Declarant or the Association) shall have the right to remove and dispose of any sign placed on any Lot, and in doing so shall not be subject to any liability for trespass or any other tort in connection therewith or arising from such removal nor in any way be liable for any accounting or other claim by reason of the disposition thereof.

Owners of occupied Residences in the Subdivision may place a "For Sale" sign on their Lot in order to resell their property. Any "For Sale" sign placed on an unoccupied Lot or on a Lot upon which a vacant Residence has been constructed for the purpose of resale must be approved by the Declarant or the Committee and shall be subject to the Declarant's or the Association's same rights of removal and disposal as any other sign.

Section 3.18 Maximum Height of Antenna. No radio or television aerial wires, antenna or satellite receiving dish shall be maintained on any portion of any Lot outside of the building setback lines of the Lot or forward of the front of any improvements thereon; nor shall any antennae of any style (excluding satellite receiving dishes which are discussed below), be permitted to extend above the roof of the main residential structure on said Lot. No satellite receiving dish may be erected or installed that extends more than six feet (6') above the natural grade, and every satellite receiving dish shall be enclosed with a six foot (6') high fence or wall constructed so that the dish is not visible from adjoining Lots, streets, or Common Areas. Any such fence or wall must be approved by the Committee.

Section 3.19 Window Coverings. Except as otherwise approved by the Board or its designee, the portion of all window coverings visible from the exterior of any Residence shall be white or off-white or neutral. Aluminum foil on window panes and mirrored or reflective glass are not allowed.

Section 3.20 Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Committee.

Section 3.21 Swimming Pools and Tennis Courts. No swimming pool or tennis court may be constructed on any Lot without the prior written approval of the Committee. Each application made to the Committee shall be accompanied by two sets of plans and specifications for the proposed swimming pool or tennis court construction to be done on such Lot, including a plot plan showing the location and dimensions of the swimming pool or tennis court and all related improvements, together with the plumbing and excavation disposal plan for the swimming pool. The Committee's approval or disapproval of such swimming pool or tennis court shall be made in the same manner as described in Article 4 hereof for other building improvements. The Owner shall be responsible for all necessary temporary erosion control measures required during swimming pool or tennis court construction on said Lot to insure that there is no erosion onto adjacent property. Swimming pool drains shall be piped into the sewer system.

Section 3.22 Garbage Cans, Woodpiles, Etc. All garbage cans, woodpiles, swimming pool pumps, filters and related equipment, air conditioning compressors and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. Declarant, however, hereby expressly reserves the right to dump and bury rocks on property owned by Declarant within the Community as needed for efficient construction and to allow developers and builders within the Community to bury rocks removed from a building site on such Property owned

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by Declarant. Trash, garbage, debris, trees or other waste matter of any kind may not be burned or buried within the Community.

Section 3.23 Garage Doors. Garage doors visible from any street shall be kept in the closed position when the garage is not being used by the Owner or occupant.

Section 3.24 Control of Sewage Effluent. No outside toilets will be permitted, except portable toilets to be used by workers during the construction of a Residence and no installation of any type of device for disposal of sewage shall be allowed which would result in raw or untreated or unsanitary sewage being carried in the street or into or onto any undisturbed property or Lot. No septic tank or other means of sewage disposal will be permitted.

Section 3.25 Rental and Leasing. Owners must notify the Association if their Residences are leased. Owners must also provide the Association with the name of the tenant, a copy of the lease and the current mailing address of the Owner. Residences may be leased for residential purposes only. All leases shall have a minimum term of six (6) months. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, By-Laws, use restrictions, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of noncompliance, the Board, in addition to any other remedies available to it, may evict the tenant on behalf of the Owner and specifically assess all costs associated therewith against the Owner and the Owner's property.

Section 3.26 Common Area. Any Common Area shall be used only for paths, recreation, utility easement, drainage purposes, and Lot purposes reasonably connected therewith or related thereto; provided, however, no residential, professional, commercial, educational or church use shall be made of any Common Area.

Section 3.27 Site Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where this would create a traffic or sight problem.

Section 3.28 Landscaping.

(a) Before any landscaping shall be done in the yard of any newly constructed Residence, the landscape layout and plans shall first have been approved in writing by the Committee. Such landscape layout and plans shall include all landscaping to be planted in the front, side and rear yards of the Lot at the time the Residence is being completed and before occupancy. Such landscape layout must be submitted prior to completion of the residence for approval by the Committee.

(b) The Committee shall, in its sole discretion and authority, determine whether the landscape layout and plans, including, but not necessarily limited to drainage, grass, shrub and tree planting, include sufficient landscaping. The Committee may require additional landscaping should the Committee deem it to be necessary.

(c) Approval or disapproval as to landscape matters as set forth in the preceding provisions shall be in writing. In the event that the authority exercising the prerogative of approval or disapproval (whether the Declarant or the Committee) fails to approve or disapprove in writing any landscape layout and plans received by it in compliance with the preceding provisions within thirty (30) days following such submission, such landscape layout and plans shall be deemed approved and the landscaping as shown on such landscaping layout and plans may be commenced and proceeded with in compliance with such landscape layout and plans and all of the other terms and provisions hereof.

Section 3.29 Air-Conditioning Units. Except as may be permitted by the Board or its designee, no window air conditioning units may be installed.

Section 3.30 Artificial Vegetation, Exterior Sculpture and Similar Items. No artificial vegetation shall be permitted on the exterior of any property. Exterior sculpture, fountains, flags, and similar items must be approved by the Board or its designee. Unless approved by the Architectural Control Committee, no limestone or other stone rip rap or other similar treatment for architectural features, bank or berm enhancement, drainage ditch lining or like features will be allowed.

Section 3.31 Gardens. No gardens shall be permitted on any lot without the prior approval of the Committee and the Committee shall not approve any gardens greater than forty (40) square feet in size.

Section 3.32 Fencing. No fences shall be constructed prior to approval by the Committee. In addition, fences shall not exceed six (6) feet in height. No chain link, barbed wire or chicken wire fences shall be permitted regardless of their proposed location on any lot. In no case shall fences protrude any closer to the street than the front of the house.

Section 3.33 Parcels - Special Parcel Use Restrictions. Unless otherwise specifically set forth herein or by Supplemental Declaration, each separately recorded subdivision plat that is or becomes part of the Community shall be or assume the status of Parcel as defined in Section 1.24 hereto. In addition to other provision for Parcels herein, this Section 3.33 herein shall describe any special Parcel use restriction or rules (if any) pertaining to each Parcel in the Community. At such time that any additional real property may be annexed into the Community by Supplemental Declaration, such Supplemental Declaration shall specifically amend this Section 3.33 herein to define the Parcel status of all real property annexed and any special Parcel restrictions for each such Parcel. Parcels shall be numbered and referred to as Parcel One, Parcel Two, etc. Enforcement, deviations for hardship causes, additions, deletions or amendments to the special Parcel use restrictions shall be governed by the procedures set forth in this Declaration. The special Parcel use restrictions described below are to be used in conjunction with the other use restrictions as described in this Declaration, but not in derogation thereof:

(a) Parcel One - Stonemark Subdivision, Parcel C, Phase I

(i) All Residences and permitted accessory buildings constructed on the lots of said subdivision shall have an exterior of at least 51% stone or masonry brick, stucco or dryvit construction, including gable ends, if any. Visible unpainted red "sewer brick" will not be allowed.

(ii) Residences constructed on the lots of said subdivision shall have at least 1,300 square feet of heated area.

(iii) No Parcel assessments may be levied against any Lot in this Parcel One.

(b) Parcel Two - Lots 1 and 10, Block "A"; Lots 1 and 5, Block "B" and Lot 22, Block "C", all in Parcel B Stonemark Subdivision, Phase I

(i) All Residences and permitted accessory buildings constructed on the lots of said subdivision shall have an exterior of at least 51% stone or masonry brick, stucco or dryvit construction, including gable ends. Visible unpainted red "sewer brick" will not be allowed.

(ii) Residences constructed on the lots of said subdivision shall have at least 1,600 square feet of heated area.

(iii) No Parcel assessments may be levied against any Lot in this Parcel Two.

(c) Parcel Three - Lots 1 and 9, Block "A"; Lots 2 and 21, Block "B"; Lots 6 and 7, Block "C" and Lot 22, Block "D", all in Parcel E, Stonemark Subdivision, Phase I

(i) All Residences and permitted accessory buildings constructed on the lots of said subdivision shall have an exterior of at least 51% stone or masonry brick, stucco

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or dryvit construction, including gable ends. Visible unpainted red "sewer brick" will not be allowed.

(ii) Residences constructed on the lots of said subdivision shall have at least 2,000 square feet of heated area.

(iii) No Parcel assessments may be levied against any Lot in this Parcel Three.

(d) Parcel Four - Stonemark, Sector 3

(i) All Residences and permitted accessory buildings constructed on the lots of said subdivision shall have an exterior of at least 90% stone or masonry brick, stucco or dryvit construction, including gable ends. Visible unpainted red "sewer brick" will not be allowed.

(ii) Residences constructed on the lots of said subdivision shall have at least 2,400 square feet of heated area.

(iii) No Parcel assessments may be levied against any Lot in this Parcel Four.

(e) Parcel Five - Stonemark, Sector 5

(i) All Residences and permitted accessory buildings constructed on the lots of said subdivision shall have an exterior of at least 90% stone or masonry brick, stucco or dryvit construction, including gable ends. Visible unpainted red "sewer brick" will not be allowed.

(ii) Residences constructed on the lots of said subdivision shall have at least 3,000 square feet of heated area.

(iii) No Parcel assessments may be levied against any Lot in this Parcel Five.

(f) Parcel Six - Stonemark, Sector 6

(i) All Residences and permitted accessory buildings constructed on the lots of said subdivision shall have an exterior of at least 90% stone or masonry brick, stucco or dryvit construction, including gable ends. Visible unpainted red "sewer brick" will not be allowed.

(ii) Residences constructed on the lots of said subdivision shall have at least 2,400 square feet of heated area.

(iii) No Parcel assessments may be levied against any Lot in this Parcel Six.

(g) Parcel Seven - Stonemark, Sector 8

(i) All Residences and permitted accessory buildings constructed on the lots of said subdivision shall have an exterior of at least 90% stone or masonry brick, stucco or dryvit construction, including gable ends. Visible unpainted red "sewer brick" will not be allowed.

(ii) Residences constructed on the lots of said subdivision shall have at least 1,800 square feet of heated area.

(iii) No Parcel assessments may be levied against any Lot in this Parcel Seven.

ARTICLE 4

ARCHITECTURAL CONTROL COMMITTEE

Section 4.1 Basic Control. No exterior construction, alteration, addition, or erection of any nature whatsoever shall be commenced or placed upon any part of the Community, except such as is installed by the Declarant, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. No exterior construction, addition erection, or alteration shall be made unless and until plans and specifications showing at least the nature, kind, shape, height, materials, and location shall have been submitted in writing to and approved by the Declarant or the Stonemark Architectural

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Control Committee. The following items, without limitation, will be submitted to the Declarant or the Committee for new home construction: house plans, site plans, landscaping plans, exterior color and material schedule, and the name of the proposed builder or general contractor who shall be responsible for such new home construction. All such submittals shall be made in such order and at such times as specified by the Committee. Where a tract of land has been purchased by a builder, the submission shall also contain the proposed names of streets within the subdivision to be developed by such builder. The Committee may, but shall not be required to make available a handout or booklet describing the criteria to be employed by the Committee in reviewing such plans and other information.

Section 4.2 The Stonemark Architectural Control Committee.

(a) The Authority to grant or withhold architectural control approval as referred to above is initially vested in the Declarant or such person or persons as Declarant may appoint; provided, however, the authority of the Declarant shall cease and terminate upon the appointment by the Board, as provided below, of the Stonemark Architectural Control Committee in which event such authority shall be vested in and exercised by the Committee (as provided in (b) below), except as to plans and specifications and plot plans theretofore submitted to the Declarant who shall continue to exercise such authority over all such plans, specifications and plot plans. The term "Committee", as used in this Declaration, shall mean or refer to the Declarant or to the Stonemark Architectural Control Committee, as applicable.

(b) At such time as all of the Lots in the real property identified in Exhibit "A" hereto and all Lots in future Parcels of Stonemark (as platted, from time to time, hereafter) and the entirety of the Annexable Area as identified in Appendix "B" hereto shall have been sold by the Declarant, but in no event later than fifteen (15) years from the date this Declaration shall be recorded in the records of the Office of the Judge of Probate of Madison County, Alabama (which date is hereinafter referred to as the "Control Transfer Date"), the Declarant shall cause a statement establishing such Control Transfer Date to be placed of record in the records of the Judge of Probate of Madison County, Alabama. Thereupon, the Board by majority vote shall appoint a committee consisting of one (1) member from each Parcel of Stonemark as named in Section 3.33 herein as amended or supplemented from time to time, to be known as the Stonemark Architectural Control Committee. The Board shall name on an annual basis one such appointee to serve as the Chairman of the Committee. From and after the Control Transfer Date, each member of the Committee must be an Owner, or the spouse of an Owner, of property in a Parcel of Stonemark.

The Declarant shall have the right to discontinue the exercise of architectural control privileges and arrange for the appointment by the Board of the Committee at any time prior to the Control Transfer Date by filing a statement to such effect in the Real Property Records of Madison County, Alabama, in which case the date of filing of such statement shall be the Control Transfer Date.

(c) Every Committee member, shall hold office for a term of one (1) year and until his successor shall be appointed by the Board.

(d) Upon the death, resignation, refusal or inability of any Member of the Committee to serve, the Board of Trustees, by majority vote, shall fill the vacancy by appointment, and the person appointed shall complete the unexpired term of his predecessor.

(e) If the Board of Trustees should fail or refuse to take any action herein provided to be taken by the Board of Trustees with respect to appointing Committee Members or successor Committee Members, and such failure or refusal continues for a period which is unreasonably long (in the exclusive judgment of the Declarant), then the Declarant may validly perform such function.

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(f) The Members of the Committee shall be entitled to such compensation and for reasonable expenses incurred as may, from time to time, be authorized or approved by the Board, and shall be entitled with the authorization and approval of the Board, to retain architects, engineers and contractors on a fee basis to assist the Committee in reviewing plans and specifications and inspecting Lots and improvements. All such sums payable as such reimbursement or as such fees shall be payable only out of the Assessments, as hereinafter defined.

Section 4.3 Effect of Inaction. Approval or disapproval as to architectural control matters as set forth in the preceding provisions shall be in writing. In the event that the authority exercising the prerogative of approval or disapproval (whether the Declarant or the Committee) fails to approve or disapprove in writing any plans specifications and plots received by it in compliance with the preceding provisions within thirty (30) days following such submission, such plans and specifications and plot plan shall be deemed approved and the construction of any such building or other improvements may be commenced and proceeded with in compliance with all such plans and specifications and plot plan and all of the other terms and provisions hereof.

Section 4.4 Effect of Approval. The granting of the aforesaid approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the Committee that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plot plan; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plot plan. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof. Exercise of any such prerogative by one (1) or more Members of the Committee in their capacity as such shall not constitute action by the Declarant after the appointment of such Committee Members, notwithstanding that any such Committee Member may be an officer, owner or director of Declarant. The Declarant or any Member of the Board or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies available to the Declarant or the Association, in the event of noncompliance with this Section, the Board may record in the appropriate land records, a notice of violation naming the violating Owner.

Section 4.5 Minimum Construction Standards. In the absence of more stringent construction standards adopted by the Committee, the City of Huntsville's construction standards shall be observed by Lot owners.

Section 4.6 Variances. The Committee may authorize variances from compliance with any of the provisions of this Declaration or minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Committee, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require a variance so long as such variances do not conflict with any City of Huntsville regulation. Such variations must be evidenced in writing and shall become effective when signed by the Declarant or by at least a majority of the Members of the Committee. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the Declaration for any purpose, except as to the particular property and particular provisions hereof covered by the variance, shall still be in full force and effect, nor shall the granting of any variance affect in any way the Owner's obligations to comply with all governmental laws and regulations affecting the Property.

Section 4.7 Notices of Completion and Noncompliance. Each Owner shall send a written notice of the completion ("Notice of Completion") of such Owner's construction of residential improvements to the Committee and to the Association within fifteen (15)

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days after completion of such Owner's construction. Completion of any Residence or structure must occur within twelve (12) months of the start date of construction. If, as a result of inspections or otherwise, the Committee finds that any residential construction has been done without obtaining the approval of the Committee or was not done in conformity with the approved plans and specifications and plot plan, the Committee shall notify the Owner in writing of the noncompliance, which notice ("Notice of Noncompliance") shall be given, in any event, within sixty (60) days after the Committee receives a Notice of Completion. The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require the Owner to take such action as may be necessary to remedy the non-compliance. If for any reason other than Owner's act or neglect, the Committee fails to notify the owner of any noncompliance within sixty (60) days after receipt by the Committee and the Association of the Notice of Completion, the improvements constructed by such Owner on the Lot shall be deemed in compliance if such improvements were, in fact, completed as of the date of the Notice of Completion. If, however, the Committee issues a Notice of Noncompliance, the Owner shall commence to correct the noncompliance without delay. If the Owner does not correct the noncompliance within forty-five (45) days after receipt of the Notice of Noncompliance or commence, within ten (10) days after receipt of the Notice of Noncompliance, the correction of such noncompliance in the case of any noncompliance which cannot reasonably be expected to be corrected within forty-five (45) days (provided that such Owner diligently continues the removal of such noncompliance) the Board of Trustees may, at its option, record a Notice of Noncompliance against the Lot on which the noncompliance exists and/or may otherwise correct such noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred therewith, which reimbursement obligation shall be a charge on such Owner's Lot and shall be a continuing lien. The right of the Board of Trustees to remedy or remove any noncompliance shall be in addition to all other rights and remedies which the Board of Trustees may have at law, in equity, or under this Declaration to cure such noncompliance.

Section 4.8 No Implied Waiver or Estoppel. No action or failure to act by the Declarant, the Committee, or by the Board of Trustees shall constitute a waiver or estoppel with respect to future action by the Declarant, the Committee, or the Board of Trustees with respect to the construction of any improvements within the Subdivision. Specifically, the approval by the Committee or the Declarant of any such residential construction shall not be deemed a waiver of any right or estoppel to withhold approval or consent for any similar residential construction or any similar proposals, plans, specifications or other materials submitted with respect to any other residential construction by such person or other Owners.

Section 4.9 Disclaimer. Plans and specifications are not approved by the Committee for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Declarant, the Stonemark Architectural Control Committee, the Members thereof, the Association, the Board, nor the officers, directors, members, employees and agents of any of them, assume liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Association, the Stonemark Architectural Control Committee, the Board, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Association, the Stonemark Architectural Control Committee, the Board, or the officers, directors, members, employees, or agents of any of them to recover any such damages and hereby releases, remises, quitclaims, and covenants not to sue for, all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

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ARTICLE 5

PROPERTY OWNERS ASSOCIATION

Section 5.1 Association of Lot Owners. There has been formed an association having the name "STONEMARK PROPERTY OWNERS ASSOCIATION, INC., an Alabama nonprofit corporation". This Association shall be the governing body for all of the Owners, for the maintenance, repairs, replacement, administration and operation of the subdivision (including the annexable area, the common area, and all Lots), as provided in this Declaration, the Articles of Incorporation and the Bylaws. The Board of Trustees of the Association shall be elected and shall serve in accordance with the provisions of the Bylaws. The fiscal year of the Association shall be determined by the Board and may be changed from time to time as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be conducted, held and applied by it for the use and benefit of the property owners in accordance with the provisions of the Declaration and Bylaws.

Section 5.2 Membership. Every person or entity who is a record Owner of any Lot including contract sellers, shall be a "Member" of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No owner shall have more than one membership for each lot owned by such Member. Memberships shall be appurtenant to and may not be separated from the ownership of the lots. Regardless of the number of persons who may own a Lot (such as husband and wife or joint tenants, etc.), there shall be but one membership for each Lot. Additionally, the initial Trustees of the Association (and said initial Trustees' successors) shall also be Members of the Association (as more particularly described in the Bylaws). Other than said initial Trustees, ownership of the lots shall be the sole qualification for membership. The voting rights of the Members are set forth herein and in the Bylaws.

Section 5.3 Voting. The Association shall have two classes of membership, class "A" and class "B", as follows:

Class "A". Class "A" members shall be all owners with the exception of the Declarant and any successors of Declarant who take title for the purpose of development and sale. Class "A" owners shall be entitled to one (1) vote.

Class "B". Class "B" members shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale. Class "B" members shall be entitled to fifty (50) votes for each lot which such Member retains in the property. Class "B" membership will cease at the Control Transfer Date or upon Declarant's written notice to the Association of Declarant's intent to covert the Class "B" votes to Class "A" votes and transfer control of the Association to the then existing Class "A" members. Declarant shall additionally, at all time, be entitled to the same number of votes per lot for all lots in the annexable area subjected to the provisions of this Declaration and the jurisdiction of the Association in accordance with Section 7.7 herein.

Section 5.4 Non-Liability and Indemnification of The Board Members, Board and Officers. The Association shall indemnify every officer and Board Member against any and all expenses, including attorney's fees, imposed upon or reasonably incurred by any officer or Board Member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer or Board Member. The officers and Board Members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and Board Members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or Board Members may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and Board Members free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided

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for herein shall not be exclusive of any other rights to which any officer or Board Member, or former officer or Board Member, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

Section 5.5 Board's Determination Binding. In the event of any dispute or disagreement between any Owner and any other Owner, or the Board or the Committee, relating to the Community, or any questions of interpretation or application of the provisions of the Declaration or Bylaws, the determination thereof by the Board shall be final and binding on each and all such parties.

Section 5.6 Delegation of Use. Any Member may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the Members of his "family" (defined herein as those members of the Member's immediate family living in the Member's residence), his tenants, or contract purchasers who reside on the property (collectively, the "Related Users"). If a Member leases his lot to a tenant, the tenant and not the Member, shall have the exclusive privilege of enjoyment of the Common Area and facilities of the Association during the term of said tenant's tenancy.

Section 5.7 General Duties and Powers of The Association. The Association has been formed to further the common interests of the Members. The Association will act through the Board of Trustees or through persons or entities to whom the Board of Trustees has delegated such powers. The Association, acting through such board or other entities, shall, in general, have the power to do anything that may be necessary or desirable to further the common interests of the Members, to maintain, improve and enhance the common areas and to improve and enhance the attractiveness, desirability and safety of the Subdivision. The Association, acting through the Board of Trustees or other entities, shall have the authority to act as the agent and attorney-in-fact for all Members of the Association and to enter into any and all contracts on behalf of all Members in order to carry out the duties, powers and obligations of the Association as set forth in the Declaration and Bylaws. The Association, acting through the Board of Trustees, in addition to having all powers and duties specified in the Declaration and Bylaws, shall have the ordinary powers of an Alabama non-profit corporation, including, without limitation, entering into partnerships and other agreements, subject only to such limitations as the Bylaws provide. The Association shall also have the power to do any and all lawful things which may be authorized, required or permitted to be done under this Declaration, The Articles of Incorporation and Bylaws and to do and perform any and all acts which may be necessary or desirable for, or incidental to, the exercise of any of the express powers or rights of the Association under this Declaration, the Articles of Incorporation and Bylaws.

(a) The Association, acting through the Board, shall accept title to any property, including any improvements thereon and personal property transferred to the Association by Declarant, and equipment related thereto, together with the responsibility to perform any and all administrative functions and recreation functions associated therewith (collectively herein referred to as "Functions"), provided that such property and Functions are not inconsistent with the terms of the Declaration or Bylaws. Property interests transferred to the Association by Declarant may include fee simple title, easements, leasehold interests and licenses to use such property. Any property or interest in property transferred to the Association by Declarant shall be within the boundaries of the Plats or Annexable Area. Any property or interest in property transferred to the Association by Declarant shall, except to the extent otherwise specifically approved by resolution of the Board of Trustees, be transferred to the Association free and clear of all liens and mortgages (other than the lien for property taxes and assessments not then due and payable), but shall be subject to the terms of the Declaration and Bylaws, the terms of any declaration of the Supplementary Declaration annexing such property to the Common Area, and all easements, covenants, conditions, restrictions and equitable servitudes or other encumbrances which do not materially affect the use and enjoyment of such property. Except as otherwise specifically approved by resolution of the Board of Trustees, no transfer of property or interest in property to the Association by the Declarant shall impose upon the Association any obligation to make monetary payments

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to Declarant or any affiliate of the Declarant, including but not limited to any purchase price, rent, charge or fee. The property or interest in property transferred to the Association by Declarant shall not impose any unreasonable or special burden on the Association other than the normal burdens of ownership of property, including the management, maintenance, replacement and operation thereof.

ARTICLE 6

ASSESSMENTS AND MAINTENANCE FUND OBLIGATIONSection 6.1 Purpose of Assessments and Maintenance Fund.

(a) The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefits, and enjoyment of the Owners and Occupants in the Community, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Trustees. In particular, the assessments shall be used for any improvement or services in furtherance of these purposes and the performance of the Associations' duties, including the maintenance of a reserve fund for maintenance of the common areas. The assessments may be expended by the Association for any purpose which, in the judgment of the Association, will tend to maintain the property values in the subdivision, including, but not limited to, providing funds for the actual cost to the Association of all taxes, insurance, repairs, energy charges, replacement and maintenance of the Common Area and other facilities services and activities as may from time to time be authorized by the Board of Trustees, including, but not limited to, construction, maintenance and operation of an administration and/or maintenance buildings, salaries of personnel and fees paid to independent contractors, mowing of grass and weeds within Stonemark and the annexable area; maintaining and caring for the Common Areas, rent or purchase of any equipment needed to perform the duties of the Association, and maintenance or replacement of such equipment, the operation, maintenance repair and replacement of parks, recreational grounds and equipment and improvements; payment of all legal and other expenses incurred in connection with the enforcement of this Declaration and Rules and Regulations; and payment of all reasonable and necessary expenses in connection with the collection and administration of the assessments required by this Declaration or that the Board of Trustees shall determine to be necessary to meet the primary purposes of the Association. Except for the Association's use of the assessments to perform its required duties as described in this declaration and in the Bylaws, the use of the Assessments for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Association as to the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Section 6.2 Creation of Lien and Personal Obligation for Assessments. All assessments, together with late charges, interest at a rate equal to the then maximum lawful rate of interest in the State of Alabama, costs, and reasonable attorney's fees actually incurred shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, shall also be the personal obligations of the person who was the Owner of such Lot at the time the assessment fell due. Each such Owner shall be personally liable for his or her portion of each assessment coming due while he or she is the Owner of a Lot, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgage holder taking title through foreclosure proceedings or deed in lieu of foreclosure.

General Assessments, Parcel Assessments, and other assessments unless otherwise provided by the Board, shall be paid quarterly.

Section 6.3 Computation. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, which

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budget may include a capital contribution or reserve. The Association Expenses shall be allocated to each Lot as follows. The amount of all estimated expenses to be incurred for the sole benefit of a particular Parcel which may increase Parcel assessments shall be determined for each parcel and that portion of the total estimated Association Expenses attributable to such parcel shall be allocated equally among the Lots in the Parcel and shall be levied as Parcel Assessments. The remaining Association Expenses shall be levied as General Assessments. All Parcel and General Assessments shall be payable quarterly on January 1, March 1, June 1 and September 1 of each year except that the first such assessment by the Board shall be due thirty (30) days following its delivery.

The Board shall cause the budget and the assessments to be levied against each Lot for the following year to be delivered to each Lot Owner at least thirty (30) days prior to the end of the current fiscal year except that the first such budget and General Assessment shall be established and delivered to each Lot Owner within sixty (60) days of the appointment of the initial Board of Trustees and, notwithstanding any other provision herein, such initial budget and assessment may provide for the payment of then existing obligations of the Association and to establish an operating reserve for the Association. The Board may not, without the consent of Declarant (so long as Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article 7.7 hereof) and the vote or written assent of at least a Majority of the total Association vote entitled to vote thereon, impose a General Assessment per Lot which is more than one hundred twenty-five (125%) percent of the General Assessment, for the immediately preceding fiscal year. In the event that the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the current year shall continue for the succeeding year. Limitations on increases in Parcel Assessments, if any, for all Parcels added by Supplementary Declaration shall be contained in the Supplementary Declaration designating a particular portion of the Community as a Parcel.

Section 6.4 Special Assessments. In addition to the other assessments authorized herein, the Board may levy, in any assessment year, a special assessment applicable to that year only, provided that any such assessment shall have the assent of fifty (50%) percent of the votes of each class of the Owners who are voting in person or by proxy at a meeting duly called for this purpose. The Board of Trustees may make such special assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted.

Section 6.5 Notice of Meeting. Written notice of any meeting called for the purpose of taking any action authorized under paragraph 6.4 shall be sent to all Members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Members, in person or represented by proxies, entitled to cast over fifty (50%) percent of all the votes of the Class "A" Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting and no meeting shall be held with less than one-fourth (1/4) of the Members constituting a quorum.

Section 6.6 Lien for Assessments. All sums assessed against any Lot pursuant to this Declaration, together with interest, late charges, costs and reasonable attorneys fees actually incurred as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot except only for: (a) Liens for ad valorem taxes; and (b) A Lien for all sums unpaid on a first mortgage. All other persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in said records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for such assessments, interest, late charges, costs and reasonable attorneys fees actually incurred as provided herein, whether or not prior consent be specifically set forth in the instruments creating such liens or encumbrances.

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Section 6.7 Effect of Nonpayment of Assessments and Maintenance Charges: Remedies of The Association. Any assessments which are not paid in full by the date specified by the Board (the "due date") shall be delinquent. Any assessment delinquent for a period of more than thirty (30) days shall incur a late charge in an amount as the Board may determine from time to time. The Association shall cause a notice of delinquency to be given to any Member who has failed to pay the assessment as herein provided within such thirty (30) days. Additionally, the assessment shall include the late charge and interest on the principal amount due from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and/or to foreclose its lien. Each Owner, by his or her acceptance of a deed to a Lot, vests in the Association or its agents, the right and power to bring all actions against him or her personally for the collection of such charges as a debt or to foreclose the aforesaid lien. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the residence at any foreclosure sale or to acquire, hold, lease, mortgage and convey the same. No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein by any means, including by way of illustration but not limitation, abandonment of his or her Lot or non-use of Common Property.

No diminution or abatement of assessment or set-off shall be claimed by any Owner or allowed by the Association by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law or ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

All payments shall be applied first to costs and attorney's fees, then to late charges, then to interest and then to delinquent assessments.

Section 6.8 Date of Commencement of Assessments. A Lot shall become subject to assessment hereunder on the first day of the month following the month in which such Lot comes into existence as provided in Section 1.17. The first General Assessment shall be adjusted according to the number of months remaining in the fiscal year during which the Lot became subject to assessment.

Section 6.9 Assessment Obligation of Declarant: Advance Payment. After the commencement of quarterly assessment payments as to any Lot, Declarant, on behalf of itself and its successors and assigns, covenants and agrees to pay the full amount of the assessments provided herein for each existing Lot that it owns and that has come into existence as provided in Section 1.17. In consideration for such covenant and agreement to pay such assessments, the Declarant shall have the right to and may set off against such assessments, an amount equal to all sums expended by Declarant (following Declarant's purchase of its interest in Stonemark) in performance of the maintenance and other obligations and responsibilities of the Association. The Board is specifically authorized to enter into advance payment contracts with Declarant or other entities as may be mutually agreed to for the payment of some portion of the Association Expenses; provided, however, the Veterans Administration shall be advised of and approve any form of such contract entered into between the Declarant and Association if the Veterans Administration is guaranteeing any Mortgage in the Community. Such contract or contracts shall be for the benefit of and enforceable by the Association.

Section 6.10 Exempt Property. The following property subject to this Declaration shall be exempt from all assessments created herein: a) All properties dedicated to and accepted by a local public authority; b) The Common Area.

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ARTICLE 7

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DECLARANT'S RIGHTS AND RESERVATIONS

Section 7.1 Period of Declarant's Rights and Reservations. Declarant shall have, retain and reserve certain rights as hereinafter set forth with respect to the Association and the Common Area from the date hereof, until the earlier to occur of (i) the Control Transfer Date; or (ii) fifteen (15) years from the date this Declaration is recorded in the records of the Office of the Judge of Probate of Madison County, Alabama; or (iii) Declarant's written notice to the Association of Declarant's termination of the rights described in Article 7 hereof. The rights and reservations hereinafter set forth shall be deemed excepted and reserved in Declarant.

Section 7.2 Right to Construct Additional Improvements in Common Area. Declarant shall have and hereby reserves the right (without the consent of any other Owner), but shall not be obligated, to construct additional improvements within the Common Area at any time and from time to time in accordance with this Declaration for the improvement and enhancement thereof and for the benefit of the Association and Owners. Declarant shall convey or transfer such improvements to the Association and the Association shall be obligated to accept title to, care for and maintain the same as elsewhere provided in this Declaration.

Section 7.3 Declarant's Rights to Use Common Areas in Promotion and Marketing of the Property and Annexable Area. Declarant shall have and hereby reserves the right to reasonable use of the Common Area, and of services offered by the Association, in connection with the promotion and marketing of land within the boundaries of the Property and Annexable Area. Without limiting the generality of the foregoing, Declarant may erect and maintain on any part of the Common Area such signs, temporary building and other structures as Declarant may reasonably deem necessary or proper in connection with the promotion, development and marketing of land within the Property and Annexable Area; may use vehicles and equipment within the Common Area for promotional purposes; and may permit prospective purchasers of property within the boundaries of the Property and Annexable Area, who are not Members of the Association, to use the Common Area at reasonable times and in reasonable numbers; and may refer to the services offered by the Association in connection with the development, promotion and marketing of the Property and Annexable Area.

Section 7.4 Declarant's Rights to Complete Development of the Subdivision. No provision of this Declaration shall be construed to prevent or limit Declarant's right (or require Declarant to obtain any approval) to (i) complete development of the real property within the boundaries of the Property and Annexable Area; (ii) construct, alter, demolish or replace improvements on any real property owned by Declarant within the Property or Annexable Area; (iii) maintain model homes, storage areas, offices for construction, initial sales, resales or leasing purposes or similar facilities on any property owned by Declarant or owned by the Association within the Property; (iv) post signs incidental to development, construction, promotion, marketing, sales or leasing of property within the Property and Annexable Area; (v) excavate, cut, fill or grade any property owned by Declarant; or (vi) require Declarant to seek or obtain the approval of the Committee or of the Association for any such activity or improvement to property by Declarant on any property owned by Declarant. Nothing in Article 7 of this Declaration shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.

Section 7.5 Declarant's Rights to Grant and Create Easements. Declarant shall have and hereby reserves the right, without the consent of any other Owner or the Association, to grant or create temporary or permanent easements for access, utilities, pipeline easements, cable television systems, communication and security systems, drainage, water and other purposes incident to development, sale, operation and maintenance of the subdivision, located in, on, under, over and across (i) the Lots or other property owned by Declarant, (ii) the Common Area, and (iii) existing utility easements as shown on the Plats or as set forth herein or by separate documents.

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Section 7.6 Declarant's Rights to Convey Additional Common Area to the Association. Declarant shall have and hereby reserves the right, but shall not be obligated to, convey additional real property and improvements thereon, if any, to the Association as Common Area at any time and from time to time in accordance with this Declaration, without the consent of any other Owner or the Association.

Section 7.7 Annexation of Additional Property.

(a) Unilateral Annexation By Declarant. As the owner thereof or, if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option from time to time at any time until fifteen (15) years after the recording of this Declaration to subject all or any portion of the real property described in Exhibit "B", attached hereto and by reference made a part hereof, and as it may be amended from time to time, to the provisions of this Declaration and the jurisdiction of the Association by filing for record a Supplementary Declaration solely by Declarant in respect to the property being annexed. Any such annexation shall be effective upon the filing for record of such Supplementary Declaration unless otherwise provided therein. As long as covenants applicable to the real property previously subjected to this Declaration are not changed, and as long as rights of the then Owners are not adversely affected, the Declarant may unilaterally amend this Declaration to reflect the different character of any real property annexed by Declarant. If improved property is annexed, the Supplementary Declaration annexing such property shall provide, and is hereby expressly permitted to provide, that the provisions of Article 3 hereof and any rule, use restriction, or design guideline promulgated pursuant thereto may not be applied to cause the removal or alteration of any pre-existing condition that is otherwise prohibited by Article 3 unless such condition constitutes a nuisance or unsightly or unkempt condition as provided in Article 3.

The rights reserved unto Declarant to subject additional land to the Declaration shall not be implied or construed so as to impose any obligation upon Declarant to subject any of such additional land to this Declaration or to the jurisdiction of the Association. If such additional land is not subjected to this Declaration, Declarant's reserved rights shall not impose any obligation on Declarant to impose any covenants and restrictions similar to those contained herein upon such additional land nor shall such rights in any manner limit or restrict the use to which such additional land may be put by Declarant or any subsequent owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby or not.

(b) Exhibit "B": Real Property Amendment. Subject to the consent of the owner or owners thereof and, so long as the Declarant has the right to subject additional real property as described in Exhibit "B" (as it may be amended from time to time as herein provided) to this Declaration as provided above, with the consent of the Declarant, upon the affirmative vote of at least a majority of the Board of the Association, in person or by proxy, at a meeting duly called for such purpose, the Association may amend Exhibit "B" real property to include such additional real property as may meet the above described requirements by filing for record a Supplementary Declaration amending Appendix "B" to describe such additional real property. Any such Supplementary Declaration shall be signed by the Declarant and a majority of the Board, and any such Supplementary Declaration shall be effective upon the filing for record of such Supplementary Declaration, unless otherwise provided therein.

ARTICLE 8

INSURANCE

Section 8.1 Insurance. The Board or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Property.

The Board shall obtain a public liability policy applicable to the Common Property insuring the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy

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shall have a combined single limit of at least One Million (\$1,000,000.00) Dollars or a greater amount if directed by Declarant during time specified in Article 7.7. If available at reasonable cost, as determined in the sole discretion of the Board, the Board shall also obtain directors' and officers' liability insurance.

All such insurance coverage obtained by the Board shall be written in the name of the Association, as trustee, for the respective benefitted parties, as further identified in subparagraph (b), below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Alabama and holding a rating of B or better as established by A. M. Best Company, Inc., if available, or, if not available, the most nearly equivalent rating.

(b) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(c) In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, Occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

(d) All insurance policies shall be reviewed annually by one or more qualified persons.

(e) The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Board, its manager, the Owners, the Declarant, and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) that no policy may be canceled, invalidated, or suspended on account of anyone or more individual Owners;

(iv) that no policy may be canceled, invalidated, or suspended on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease such conduct to be corrected and the allowance of a reasonable time thereafter within which a cure may be effected by the Association, its manager, any Owner or Mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that no policy may be canceled or substantially modified without at least thirty (30) days' prior written notice to the Association.

Section 8.2 Property Insured By Association: Damage and Destruction. Immediately after the damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to

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substantially the same condition and location that existed prior to the fire or other casualty.

Any damage or destruction shall be repaired or reconstructed, within sixty (60) days after the casualty, unless at least sixty-six (66%) percent of the total Association vote entitled to vote thereon and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article 7 hereof, the Declarant otherwise agrees. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however such extension shall not exceed one hundred and twenty (120) days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Association's Members, levy a special assessment against all Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association.

In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Community in a neat and attractive condition. Any insurance proceeds paid to the Association which are not used for such repairs or reconstruction may be treated and may be used in the same manner and for the same purposes as the General Assessment or a Special Assessment.

Section 8.3 Property Insured By Owners: Damage and Destruction. By virtue of taking title to a Lot within the Community, each Owner covenants and agrees with all other Owners and with the Association that each individual Owner shall carry liability and casualty insurance on all improvements on the owned Lot. Each individual Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction of any improvement located on such Owner's Lot, the individual Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed and the individual Owner determines not to rebuild or to reconstruct, the individual Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction.

ARTICLE 9

CONDEMNATION

Whenever all or any part of the Common Property shall be taken [or conveyed in lieu of and under threat of condemnation by the Board, acting on the written direction of seventy-five percent (75%) all Members] by any authority having the power of condemnation or eminent domain, the Association shall represent the Owners. The award made for such taking shall be payable to the Association as trustee for all Owners. The provisions of Section 8.2 above, applicable to Common Property improvements damage or destruction, shall govern replacement or restoration and the actions to be taken in the event that the improvements are not restored or replaced.

ARTICLE 10

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MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders of first Mortgages on Lots in the Community. The provisions of this Article apply to both this Declaration and the By-Laws notwithstanding any other provisions contained therein. Notwithstanding any other provision herein, neither the Association nor any officer, Trustee, member, employee or agent of the Association shall be liable to any person or organization for any mistake of judgment, negligent or otherwise, or for any failure to provide any notice or take any action required by this Article 10.

Section 10.1 Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, guarantor and the Lot number, therefore becoming an "Eligible Holder"), will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Lot of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty (60) days;

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) any proposed action which would require the consent of a specified percentage of Eligible Holders.

Section 10.2 Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least two-thirds (2/3) of the first Mortgagees or at least two-thirds (2/3) of the total Association vote entitled to vote thereon consent, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Property which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Property shall not be deemed a transfer within the meaning of this subsection);

(b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Lot (A decision, including contracts, by the Board or provisions of any Supplementary Declaration regarding assessments for Parcels or other similar areas shall not be subject to this provision where such decision or Supplementary Declaration is otherwise authorized by this Declaration.);

(c) by act or omission, change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Residences and of the Common Property (The issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.);

(d) fail to maintain insurance, as required by this Declaration; or

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(e) use hazard insurance proceeds for any Common Property losses for other than the repair, replacement, or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Property and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 10.3 No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

Section 10.4 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Residence.

Section 10.5 Amendment by Board. Should the Veterans Administration, the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendments to this Article to be recorded to reflect such changes.

Section 10.6 Veterans Administration Approval. As long as the Declarant has an option unilaterally to subject property to this Declaration as provided in Article 7, the following actions shall require the prior approval of the Veterans Administration so long as the Veterans Administration is guaranteeing any Mortgage in the Community: annexation of additional property to the Community, except for annexation by Declarant in accordance with Article 7, Section 7.7 hereof pursuant to a plan of annexation previously approved by the Veterans Administration; dedication of Common Property to any public entity; and material amendment of the Declaration, By-Laws or Articles of Incorporation.

Section 10.7 Applicability of Article 10. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Alabama law for any of the acts set out in this Article.

Section 10.8 Failure of Mortgagee to Respond. Any Mortgagee (or insurer or guarantor of a Mortgage) who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from such Mortgagee, insurer or guarantor within thirty (30) days of the date of the Association's request.

ARTICLE 11

GENERAL PROVISIONS

Section 11.1 Enforcement. Each Owner and every Occupant shall comply strictly with the By-Laws, the rules and regulations, the use restrictions and with the design guidelines, all as may be amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration, as may be amended from time to time, and in the deed to his or her Lot. The Board may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the By-Laws, the rules and regulations, use restrictions, or design guidelines shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board, on behalf of the Association, or, in a proper case, by an aggrieved Owner or Occupant. Failure by the Board or any Owner or Occupant to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record

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in the appropriate land records a notice of violation of the Declaration or By-Laws, and to assess the cost of recording and removing such notice against the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

Section 11.2 Self-Help. In addition to any other remedies provided for herein, the Board or its duly authorized agent shall have the power to enter upon a Residence or any portion of the Community to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates this Declaration, the By-Laws, the rules and regulations, the use restrictions, or the design guidelines. Except in the case of emergency situations and towing, the Board shall give the violating Owner ten (10) days' written notice of its intent to exercise self-help. All costs incurred shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.

Section 11.3 Duration. The provisions of this Declaration shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law; provided, however, should any provision of Alabama law now or hereafter in effect limit the period during which covenants restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law; and such provisions shall be automatically extended for successive periods of ten (10) years or such shorter period as may be allowed by law, unless such extension is disapproved by at least two-thirds (2/3) of the total Association vote at a meeting duly called for such purpose [or, if a meeting is not called, upon the affirmative vote of at least two-thirds 2/3 of the total Association vote as recorded by a referendum on the issue] and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article 7 hereof, the written consent of Declarant. Such meeting or referendum must be held and a written instrument reflecting disapproval must be recorded within the year immediately preceding the beginning of a renewal period. Every purchaser or grantee of any interest in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

Section 11.4 Amendments. This Declaration may be amended or changed, in whole or in part, at any time by the written agreement or signed ballot of Owners (including the Declarant) entitled to cast not less than two-thirds (2/3) of the votes of all of the Owners. If the Declaration is amended by a written instrument, such instrument must be signed by those Owners entitled to cast not less than two-thirds (2/3) of all of the votes of the Owners within three hundred sixty-five (365) calendar days of the date the first Owner executes such amendment. The date an Owner's signature is acknowledged shall constitute prima facia evidence of the date of execution of said Amendment by such Owner. Those Members (Owners, including the Declarant) entitled to cast not less than two-thirds (2/3) of all of the votes of the Members of the Association may also vote to amend this Declaration, in person or by proxy, at a meeting of the Members (Owners, including the Declarant) duly called for such purpose, written notice of which shall be given to all Owners at least ten (10) days and not more than sixty (60) days in advance and shall set forth the purpose of such meeting. Notwithstanding any provision contained in such Bylaws to the contrary, a quorum, for purposes of such meeting, shall consist of not less than fifty percent (50%) of all of the Members (in person or by proxy) entitled to vote. Any such amendment shall become effective when an instrument is filed for record in the Real Property Records of Madison County, Alabama, accompanied by a Certificate, signed by a majority of the Board of Trustees, stating that the required number of Members (Owners, including the Declarant) executed the instrument amending this Declaration or cast a written vote, in person or by proxy, in favor of said amendment at a meeting duly called for such purpose. Copies of the Written ballots pertaining to such amendment shall be retained by the Association for a period of not less than three (3) years after the date of filing of the amendment. Any procedural challenge to an amendment must be made within six (6) months of its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions of the Declaration or By-Laws.

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Section 11.5 Amendments by the Declarant. The Declarant shall have and reserves the rights at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, oversight, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or adversely affect the vested property or other rights or any Owner or his mortgagee. Additionally, Declarant shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of permitting the Owners to enjoy the benefits from technological advances, such as security, communications or energy-related devices or equipment which did not exist or were not in common use in residential subdivisions at the time this Declaration was adopted. Likewise, the Declarant shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record to prohibit the use of any device or apparatus developed and/or available for residential use following the date of this Declaration if the use of such device or apparatus will adversely affect the Association or will adversely affect the property values within the Subdivision. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of Mortgage loans, including, for example, without limitation the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, or a State or National Bank, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Owner shall consent thereto in writing.

Section 11.6 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

Section 11.7 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

Section 11.8 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the Declarant and the Association, and their respective heirs, legal representatives, executors, administrators, successors and assigns.

Section 11.9 Effect of Violations on Mortgagees. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or any Lot or Common Area presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage; and any such mortgage may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

Section 11.10 Terminology. All personal pronouns used in this Declaration and all exhibits attached hereto, whether used in the masculine, feminine or neuter gender,

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shall include all other genders; the singular shall include the plural, and vice versa. Titles of Articles and Sections are for convenience only and neither limit nor amplify the provisions of this Declaration itself. The terms "herein," "hereof" and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, section or article in which such terms appear.

Section 11.11 Effect on Annexable Area. The provisions of this Declaration do not impose any restrictions on or otherwise encumber the Annexable Area, unless and until portions of the Annexable Area are made subject to the jurisdiction of the Association by a Supplementary Declaration executed solely by Declarant or its successors and assigns and any lienholders, or such portion which instrument is recorded in the records of the Office of the Judge of Probate of Madison County, Alabama.

Section 11.12 Declarant's Rights and Prerogatives. The Declarant may, at any time, and from time to time (i) discontinue the exercise of any right or prerogative provided for in this Declaration to be exercised by the Declarant or (ii) assign to any third party owning property in the Subdivision or Annexable Area one or more of Declarant's specific rights and prerogatives provided for in this Declaration to be exercised by Declarant. The assignee designated by Declarant to exercise one or more of Declarant's rights or prerogatives hereunder shall be entitled to exercise such right or prerogative until the earlier to occur of the (i) Control Transfer Date or (ii) the date that said assignee files a statement in the Real Property Records of Madison County, Alabama, which expressly provides for said Assignee's discontinuance of the exercise of said right or prerogative. From and after the date that the Declarant discontinues its exercise of any right or prerogative hereunder and/or assigns its right to exercise one or more of its rights or prerogatives to an assignee, the Declarant shall not incur any liability to any Owner, the Association or any other party by reason of the Declarant's discontinuance or assignment of the exercise of said right(s) or prerogative(s).

Section 11.13 Partition. The Common Property shall remain undivided, and no Owner nor any other Person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the property located within the Community, the written consent of all holders of all Mortgages encumbering any portion of the property located within the Community, and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article 7 hereof, the consent of the Declarant.

Section 11.14 Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 11.15 Books and Records. This Declaration, the By-Laws, the Articles of Incorporation, copies of rules and regulations, use restrictions, design guidelines, membership register, books of account, and minutes of meetings of the Members, or the Board and of committees shall be made available for inspection and copying by any Member of the Association or by his duly appointed representative and by holders, insurers, or guarantors of any first Mortgage at any reasonable time and for a purpose reasonably related to his or her interest as a Member or holder, insurer, or guarantor of a first Mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe.

The Board shall establish reasonable rules with respect to:

- (a) notice to be given to the custodian of the records; and
- (b) hours and days of the week when such an inspection may be made; and
- (c) payment of the cost of reproducing copies of documents.

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Every Trustee shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Trustee includes the right to make extra copies of documents at the reasonable expense of the Association.

Section 11.16 Notice of Sale. If an Owner sells his or her Lot, the Owner shall give to the Board, in writing, the name of the purchaser of the Lot and such other information as the Board may reasonably require.

Section 11.17 Estoppel Certificate. Upon the request of any Member, the Board or its designee shall furnish a written certificate signed by an officer or agent of the Association regarding unpaid assessments levied against that Member's Lot and any violations of the Declaration, By-Laws, use restrictions, rules and regulations, or design guidelines by any Owner or Occupant of such Lot. Such certificate shall bind the Association with respect to the foregoing matters. The Association may require the advance payment of a processing fee not to exceed Twenty-five (\$25.00) Dollars for the issuance of each such certificate.

Section 11.18 Agreements. Subject to the prior approval of Declarant, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article 7 above, all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and other having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.

Section 11.19 Implied Rights. The Association may exercise any right or privilege given to it expressly by the Declaration, the By-Laws, the Articles of Incorporation, any use restriction or rule, the design guidelines and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

Section 11.20 Deviations. The Board or its designee or the declarant so long as the Declarant has an option to subject additional property to the declaration as provided in Article 7 above, may, in the exercise of its discretion, permit deviations from the restrictions contained in this Declaration, the By-Laws, the rules and regulations, the use restrictions, and the design guidelines.

Section 11.21 Use of word "Stonemark". No Person shall use the word "Stonemark" in the name of any commercial or residential building or any commercial or residential business or enterprise or in any printed or promotional material without the prior written consent of the Declarant. However, Owners or Occupants may use the term "Stonemark" in printed or promotional matter where such term is used solely to specify that particular property is located within Stonemark.

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CERTIFICATE OF APPROVAL OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

832 0957

The undersigned, constituting more than two-thirds (2/3) of the owners of the real property made the subject of that certain Declaration of Covenants, Conditions and Restrictions of Stonemark Subdivision, Phase I, dated October 6, 1986 and recorded October 7, 1986 in the office of the Judge of Probate of Madison County, Alabama, in Deed Book 681, Page 873 as amended by that certain Amendment, recorded in Deed Book 686, Page 1117 in the records of the Judge of Probate of Madison County, Alabama and as amended by that certain Amendment recorded in Deed Book 693, Page 1180 in the records of the Judge of Probate of Madison County, Alabama, hereby join in this Certificate of Approval for the purpose of approving and signing the Declaration of Covenants, Conditions and Restrictions to the same.

ATTESTED BY:

STONEMARK DEVELOPMENT CORPORATION

[Signature]
Its: Secretary

By: [Signature]
Its: President

STONEMARK LOT OWNERS:

[Signature]
Charles F. Asth
[Signature]
[Signature]
[Signature]
James A. Curre
Milantob W
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]
Samuel B. Barnes
Thomas M. Sauer
Margaret [Signature]
[Signature]
[Signature]
[Signature]

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STONEMARK LOT OWNERS 0832 0958 (continued)

Robert W. Ruth

Thomas A. Howell

John J. Carr

THIS INSTRUMENT PREPARED BY
Robert W. Ruth
HUNTSVILLE, ALABAMA

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0832 0959

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned Notary Public, in and for said County and State, hereby certify that Robert H HEATH, whose name as PRESIDENT of Stonemark Development Corporation, and being attested by William A. Stroud, as Secretary of said corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such officers and with full authority executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal, this the 22nd day of April, 1994.

Carol D. Atchley
Notary Public
My Commission Expires: 12-3-95

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jeffrey L. Dutton whose name 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 this instrument, he executed the same voluntarily.

Given under my hand and official seal this the 21st day of March, 1994.

Robert W. Rutt
Notary Public
My Commission Expires: 4-26-95

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles F. Astle, whose name 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 this instrument, he executed the same voluntarily.

Given under my hand and official seal this the 21st day of March, 1994.

Robert W. Rutt
Notary Public
My Commission Expires: 4-26-95

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0832 0960

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jerry McKnight whose name 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 this instrument, he executed the same voluntarily.

Given under my hand and official seal this the 21st day of March, 1994.

Robert W. Ruff

Notary Public
My Commission Expires: 4-26-95

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Joseph P. Clayton whose name 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 this instrument, he executed the same voluntarily.

Given under my hand and official seal this the 21st day of March, 1994.

Robert W. Ruff

Notary Public
My Commission Expires: 4-26-95

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John W. Lambert whose name 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 this instrument, he executed the same voluntarily.

Given under my hand and official seal this the 21st day of March, 1994.

Robert W. Ruff

Notary Public
My Commission Expires: 4-26-95

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0832 0961

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James A. Cruce whose name 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 this instrument, he executed the same voluntarily.

Given under my hand and official seal this the 21st day of March, 1994.

Robert W. Rutch
Notary Public
My Commission Expires: 4-26-95

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Milan K. Dutta whose name 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 this instrument, he executed the same voluntarily.

Given under my hand and official seal this the 21st day of March, 1994.

Robert W. Rutch
Notary Public
My Commission Expires: 4-26-95

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Lisa H. Sacks whose name 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 this instrument, he executed the same voluntarily.

Given under my hand and official seal this the 21st day of March, 1994.

Robert W. Rutch
Notary Public
My Commission Expires: 4-26-95

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0832 0962

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Howard M. Raspilair whose name 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 this instrument, he executed the same voluntarily.

Given under my hand and official seal this the 21st day of March, 1994.

Robert W. Rust
Notary Public
My Commission Expires: 4-24-95

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Barry L. Bicknell whose name 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 this instrument, he executed the same voluntarily.

Given under my hand and official seal this the 21st day of March, 1994.

Robert W. Rust
Notary Public
My Commission Expires: 4-24-95

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Bobby D. Noblin whose name 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 this instrument, he executed the same voluntarily.

Given under my hand and official seal this the 21st day of March, 1994.

Robert W. Rust
Notary Public
My Commission Expires: 4-26-95

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0832 0963

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Lemuel C. Barnes whose name 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 this instrument, he executed the same voluntarily.

Given under my hand and official seal this the 21st day of March, 1994.

Robert W. Reed

Notary Public
My Commission Expires: 4-24-95

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Thomas M. Sauer whose name 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 this instrument, he executed the same voluntarily.

Given under my hand and official seal this the 21st day of March, 1994.

Robert W. Reed

Notary Public
My Commission Expires: 4-26-95

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Marjorie T. Harris whose name 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 this instrument, he executed the same voluntarily.

Given under my hand and official seal this the 21st day of March, 1994.

Robert W. Reed

Notary Public
My Commission Expires: 4-26-95

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STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Raymond D. Pfeiffer whose name 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 this instrument, he executed the same voluntarily.

Given under my hand and official seal this the 21st day of March, 1994.

Robert W. Ruth
Notary Public
My Commission Expires: 4-26-95

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jon D. Dykstra whose name 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 this instrument, he executed the same voluntarily.

Given under my hand and official seal this the 21st day of March, 1994.

Robert W. Ruth
Notary Public
My Commission Expires: 4-26-95

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Patrick Alan Thompson whose name 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 this instrument, he executed the same voluntarily.

Given under my hand and official seal this the 21st day of March, 1994.

Robert W. Ruth
Notary Public
My Commission Expires: 4-26-95

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0832 0965

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert W. Ruth whose name 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 this instrument, he executed the same voluntarily.

Given under my hand and official seal this the 21st day of March, 1994.

Julie J. Waller
Notary Public *AKA Julie Cole*
My Commission Expires: 9-15-96

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Thomas H. Howell whose name 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 this instrument, he executed the same voluntarily.

Given under my hand and official seal this the 21st day of April, 1994.

Robert W. Ruth
Notary Public
My Commission Expires: 4-26-95

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John M. Carter whose name 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 this instrument, he executed the same voluntarily.

Given under my hand and official seal this the 21st day of April, 1994.

Robert W. Ruth
Notary Public
My Commission Expires: 4-26-95

REF: JMW\STONEMKRW\STONELGLFM.

BOOK PAGE

EXHIBIT "A"
OF

0832 0966

RE-STATEMENT OF DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONEMARK

Lots 1 and 10, Block "A"; Lots 1 and 5, Block "B" and Lot 22, Block "C", of Stonemark Subdivision, Parcel B, Phase I, as recorded in Plat Book 17, Page 18, Probate Records of Madison County, Alabama; and

Stonemark Subdivision, Parcel C, Phase I, as recorded in Plat Book 16, Page 78, Probate Records of Madison County, Alabama; and

Lots 1 and 9, Block "A"; Lots 2 and 21, Block "B"; Lots 6 and 7, Block "C" and Lot 22, Block "D", of Stonemark Subdivision, Parcel E, Phase I, as recorded in Plat Book 17, Page 75, Probate Records of Madison County, Alabama; and

Stonemark Sector 3 as recorded in Plat Book 29, Page 99, Probate Records of Madison County, Alabama; and

Stonemark Sector 5 as recorded in Plat Book 29, Page 92, Probate Records of Madison County, Alabama; and

Stonemark Sector 6 as recorded in Plat Book 30, Page 1, Probate Records of Madison County, Alabama; and

Stonemark Sector 8 as recorded in Plat Book 30, Page 15, Probate Records of Madison County, Alabama.

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BOOK PAGE

EXHIBIT "B"
OF

0832 0967

RE-STATEMENT OF DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONEMARK

ALL THAT PART OF SECTIONS 5, 6, 7, AND 8, TOWNSHIP 5 SOUTH, RANGE 1 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT AN IRON PIN WHICH IS LOCATED DUE SOUTH 1959.39 FEET AND DUE WEST 170.00 FEET FROM THE CENTER OF THE NORTH BOUNDARY OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 1 EAST; SAID BEGINNING POINT IS FURTHER DESCRIBED AS BEING THE NORTHWEST CORNER OF WOODRIDGE WEST SECOND ADDITION AS RECORDED IN PLAT BOOK 14 PAGE 21; THENCE FROM THE POINT OF BEGINNING ALONG THE WEST BOUNDARY OF SAID WOODRIDGE WEST SECOND ADDITION, SOUTH 02 DEGREES 26 MINUTES 35 SECONDS EAST, 419.70 FEET TO A CAPPED 5/8" REBAR SET AT THE SOUTHWEST CORNER OF LOT 1 BLOCK 2 OF SAID SECOND ADDITION;

THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 2, NORTH 87 DEGREES 33 MINUTES 25 SECONDS EAST, A DISTANCE OF 115.00 FEET TO A CAPPED 5/8" REBAR SET; SAID POINT IS FURTHER DESCRIBED AS BEING THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.27 FEET (CHORD BEARING AND DISTANCE OF NORTH 42 DEGREES 33 MINUTES 25 SECONDS EAST, 35.36 FEET) TO A 5/8" CAPPED REBAR SET AT THE POINT OF TANGENCY; SAID POINT IS FURTHER DESCRIBED AS BEING ON THE WEST RIGHT-OF-WAY OF CHANEY THOMPSON ROAD;

THENCE ALONG THE SAID RIGHT-OF-WAY SOUTH 02 DEGREES 26 MINUTES 35 SECONDS EAST, A DISTANCE OF 100.00 FEET TO A 5/8" CAPPED REBAR SET AND IS FURTHER DESCRIBED AS BEING THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.27 FEET (CHORD BEARING AND DISTANCE OF NORTH 47 DEGREES 26 MINUTES 35 SECONDS WEST, 35.36 FEET) TO A 5/8" CAPPED REBAR SET AT THE POINT OF TANGENCY; SAID POINT IS FURTHER DESCRIBED AS BEING ON THE NORTH BOUNDARY OF LOT 3 BLOCK 1 OF SAID WOODRIDGE WEST SECOND ADDITION;

THENCE ALONG THE SAID NORTH BOUNDARY SOUTH 87 DEGREES 33 MINUTES 25 SECONDS WEST, A DISTANCE OF 115.00 FEET TO A 5/8" CAPPED REBAR SET AT THE NORTHWEST CORNER OF SAID LOT 3;

THENCE ALONG THE WEST BOUNDARY OF SAID WOODRIDGE WEST SECOND ADDITION, SOUTH 02 DEGREES 26 MINUTES 35 SECONDS EAST, A DISTANCE OF 259.57 FEET TO AN IRON PIN FOUND AT THE SOUTHWEST CORNER OF SAID WOODRIDGE WEST SECOND ADDITION;

THENCE ALONG THE NORTH BOUNDARY OF PROPERTIES RECORDED IN DEED BOOK 550 PAGE 326 AND DEED BOOK 707 PAGE 1139, SOUTH 87 DEGREES 22 MINUTES 41 SECONDS WEST, A DISTANCE OF 2600.07 FEET TO A 1/2" REBAR FOUND; SAID POINT IS FURTHER DESCRIBED AS BEING THE NORTHEAST CORNER OF VILLAGE OF THE HILLS PHASE TWO AS RECORDED IN PLAT BOOK 24 PAGE 4;

THENCE ALONG THE NORTH BOUNDARY OF SAID VILLAGE OF THE HILLS PHASE TWO, SOUTH 87 DEGREES 37 MINUTES 31 SECONDS WEST, A DISTANCE OF 504.20 FEET TO A 5/8" CAPPED REBAR SET;

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THENCE ALONG THE EAST BOUNDARY OF THOSE PROPERTIES RECORDED IN DEED BOOK 599 PAGE 622; DEED BOOK 599 PAGE 624; AND DEED BOOK 599 PAGE 628, NORTH 04 DEGREES 27 MINUTES 47 SECONDS WEST, A DISTANCE OF 948.79 FEET TO A 1/2" REBAR FOUND; SAID POINT IS FURTHER DESCRIBED AS BEING THE SOUTHWEST CORNER OF STONEMARK SUBDIVISION PARCEL B AS RECORDED IN PLAT BOOK 17 PAGE 18;

THENCE ALONG THE SOUTH AND EAST BOUNDARIES OF SAID STONEMARK SUBDIVISION PARCEL B AS FOLLOWS: NORTH 84 DEGREES 49 MINUTES 57 SECONDS EAST, A DISTANCE OF 292.37 FEET TO A 5/8" CAPPED REBAR SET; NORTH 75 DEGREES 35 MINUTES 22 SECONDS EAST, A DISTANCE OF 44.61 FEET TO A 5/8" CAPPED REBAR SET; SOUTH 84 DEGREES 16 MINUTES 29 SECONDS EAST; A DISTANCE OF 137.26 FEET TO A 5/8" CAPPED REBAR SET; NORTH 11 DEGREES 37 MINUTES 06 SECONDS EAST, A DISTANCE OF 143.46 FEET TO A 5/8" REBAR FOUND; NORTH 21 DEGREES 06 MINUTES 41 SECONDS EAST, A DISTANCE OF 323.75 FEET TO A 5/8" CAPPED REBAR SET AT THE SOUTHWEST CORNER OF LOT 5 BLOCK D, STONEMARK SUBDIVISION PARCEL E AS RECORDED IN PLAT BOOK 17 PAGE 75;

THENCE ALONG THE PERIMETER OF SAID STONEMARK SUBDIVISION PARCEL E AS FOLLOWS: SOUTH 68 DEGREES 23 MINUTES 03 SECONDS EAST, A DISTANCE OF 167.81 FEET TO A 5/8" CAPPED REBAR SET;

THENCE NORTH 24 DEGREES 04 MINUTES 02 SECONDS EAST, A DISTANCE OF 30.12 FEET TO A 1/2" REBAR FOUND; THENCE SOUTH 66 DEGREES 00 MINUTES 19 SECONDS EAST, A DISTANCE OF 119.21 FEET TO A 1/2" REBAR FOUND; THENCE SOUTH 23 DEGREES 02 MINUTES 23 SECONDS WEST, A DISTANCE OF 160.43 FEET TO A 5/8" CAPPED REBAR SET;

THENCE SOUTH 20 DEGREES 19 MINUTES 55 SECONDS WEST, A DISTANCE OF 149.34 FEET TO A 5/8" CAPPED REBAR SET; THENCE SOUTH 09 DEGREES 14 MINUTES 36 SECONDS WEST, A DISTANCE OF 83.21 FEET TO A 5/8" CAPPED REBAR SET; THENCE SOUTH 03 DEGREES 53 MINUTES 43 SECONDS WEST, A DISTANCE OF 135.29 FEET TO A 5/8" CAPPED REBAR SET; THENCE SOUTH 16 DEGREES 08 MINUTES 43 SECONDS EAST, A DISTANCE OF 139.29 FEET TO A 5/8" CAPPED REBAR SET; THENCE SOUTH 23 DEGREES 44 MINUTES 09 SECONDS EAST, A DISTANCE OF 57.75 FEET TO A 5/8" CAPPED REBAR SET; THENCE SOUTH 30 DEGREES 20 MINUTES 48 SECONDS EAST, A DISTANCE OF 197.49 FEET TO A 5/8" CAPPED REBAR SET; THENCE SOUTH 41 DEGREES 11 MINUTES 39 SECONDS EAST, A DISTANCE OF 71.23 FEET TO A 5/8" CAPPED REBAR SET; THENCE SOUTH 57 DEGREES 58 MINUTES 45 SECONDS EAST, A DISTANCE OF 136.65 FEET TO A 5/8" CAPPED REBAR SET; THENCE SOUTH 35 DEGREES 52 MINUTES 24 SECONDS EAST, A DISTANCE OF 130.80 FEET TO A 5/8" CAPPED REBAR SET; THENCE NORTH 79 DEGREES 14 MINUTES 16 SECONDS EAST, A DISTANCE OF 126.99 FEET TO A 5/8" CAPPED REBAR SET; THENCE NORTH 55 DEGREES 51 MINUTES 58 SECONDS EAST, A DISTANCE OF 128.80 FEET TO A 5/8" CAPPED REBAR SET; THENCE NORTH 37 DEGREES 52 MINUTES 33 SECONDS EAST, A DISTANCE OF 41.40 FEET TO A 5/8" CAPPED REBAR SET; THENCE NORTH 16 DEGREES 59 MINUTES 43 SECONDS EAST, A DISTANCE OF 110.00 FEET TO A 5/8" CAPPED REBAR SET; THENCE NORTH 09 DEGREES 26 MINUTES 42 SECONDS WEST, A DISTANCE OF 169.56 FEET TO A 5/8" CAPPED REBAR SET; THENCE NORTH 24 DEGREES 39 MINUTES 45 SECONDS WEST, A DISTANCE OF 99.39 FEET TO A 5/8" CAPPED REBAR SET; THENCE NORTH 24 DEGREES 26 MINUTES 21 SECONDS WEST, A DISTANCE OF 102.13 FEET TO A 5/8" REBAR FOUND; THENCE NORTH 41 DEGREES 50 MINUTES 41 SECONDS WEST, A DISTANCE OF 333.46 FEET TO A 5/8" CAPPED REBAR SET; THENCE NORTH 70 DEGREES 15 MINUTES 31 SECONDS WEST, A DISTANCE OF 123.75 FEET TO A 5/8" CAPPED REBAR SET; THENCE NORTH 21 DEGREES 53 MINUTES 45 SECONDS EAST, A DISTANCE OF 167.07 FEET TO A 5/8" CAPPED REBAR SET; SAID POINT IS

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FURTHER DESCRIBED AS BEING ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 430.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 142.28 FEET (CHORD BEARING AND DISTANCE OF SOUTH 53 DEGREES 19 MINUTES 34 SECONDS EAST, 141.60 FEET) TO A 5/8" CAPPED REBAR SET AT THE POINT OF TANGENCY; THENCE SOUTH 48 DEGREES 28 MINUTES 24 SECONDS EAST, A DISTANCE OF 20.83 FEET TO A 5/8" CAPPED REBAR SET; THENCE NORTH 40 DEGREES 36 MINUTES 42 SECONDS EAST, A DISTANCE OF 322.00 FEET TO A 5/8" CAPPED REBAR SET;

THENCE NORTH 21 DEGREES 40 MINUTES 24 SECONDS WEST, A DISTANCE OF 69.17 FEET TO A 1/2" REBAR FOUND AT THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 820.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 328.27 FEET (CHORD BEARING AND DISTANCE OF NORTH 65 DEGREES 23 MINUTES 17 SECONDS WEST, 326.08 FEET) TO A 5/8" CAPPED REBAR SET AT THE POINT OF TANGENCY; THENCE NORTH 76 DEGREES 51 MINUTES 42 SECONDS WEST, A DISTANCE OF 309.85 FEET TO A 5/8" REBAR FOUND AT THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 520.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 315.89 FEET (CHORD BEARING AND DISTANCE OF NORTH 60 DEGREES 00 MINUTES 12 SECONDS WEST, 311.24 FEET) TO AN 5/8" CAPPED REBAR SET; SAID POINT IS FURTHER DESCRIBED AS BEING THE BOUNDARY OF STONEMARK SUBDIVISION PARCEL B; THENCE ALONG THE PERIMETER OF SAID STONEMARK SUBDIVISION PARCEL B AS FOLLOWS: SOUTH 25 DEGREES 40 MINUTES 19 SECONDS WEST, A DISTANCE OF 240.43 FEET TO A 1/2" REBAR FOUND; THENCE SOUTH 21 DEGREES 21 MINUTES 10 SECONDS WEST, A DISTANCE OF 77.68 FEET TO A 5/8" CAPPED REBAR SET; THENCE SOUTH 27 DEGREES 27 MINUTES 34 SECONDS WEST, A DISTANCE OF 92.29 FEET TO A 5/8" CAPPED REBAR SET; THENCE SOUTH 19 DEGREES 42 MINUTES 33 SECONDS WEST, A DISTANCE OF 188.83 FEET TO A 5/8" CAPPED REBAR SET; THENCE NORTH 77 DEGREES 30 MINUTES 01 SECONDS WEST, A DISTANCE OF 136.81 FEET TO A 5/8" CAPPED REBAR SET; THENCE NORTH 17 DEGREES 30 MINUTES 49 SECONDS WEST, A DISTANCE OF 14.41 FEET TO A 5/8" CAPPED REBAR SET;

THENCE NORTH 09 DEGREES 33 MINUTES 40 SECONDS EAST, A DISTANCE OF 71.92 FEET TO A 5/8" CAPPED REBAR SET AT THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 130.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 45.59 FEET (CHORD BEARING AND DISTANCE OF NORTH 35 DEGREES 56 MINUTES 18 SECONDS EAST, 45.36 FEET) TO A 5/8" CAPPED REBAR SET AT THE POINT OF TANGENCY; THENCE NORTH 25 DEGREES 53 MINUTES 30 SECONDS EAST, A DISTANCE OF 179.73 FEET TO A 1/2" REBAR FOUND; THENCE NORTH 79 DEGREES 56 MINUTES 37 SECONDS WEST, A DISTANCE OF 83.36 FEET TO A 1/2" REBAR FOUND; THENCE NORTH 09 DEGREES 26 MINUTES 32 SECONDS EAST, A DISTANCE OF 72.15 FEET TO A 5/8" CAPPED REBAR SET; THENCE NORTH 01 DEGREES 50 MINUTES 38 SECONDS WEST, A DISTANCE OF 132.36 FEET TO A 1/2" REBAR FOUND; THENCE NORTH 01 DEGREES 32 MINUTES 44 SECONDS WEST, A DISTANCE OF 71.42 FEET TO A 1/2" REBAR FOUND; THENCE NORTH 10 DEGREES 21 MINUTES 12 SECONDS WEST, A DISTANCE OF 295.52 FEET TO A 5/8" CAPPED REBAR SET; THENCE NORTH 05 DEGREES 16 MINUTES 54 SECONDS WEST, A DISTANCE OF 214.70 FEET TO A 1/2" REBAR FOUND;

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THENCE NORTH 07 DEGREES 44 MINUTES 28 SECONDS EAST, A DISTANCE OF 143.84 FEET TO AN X SET IN ROCK; THENCE NORTH 26 DEGREES 03 MINUTES 02 SECONDS EAST, A DISTANCE OF 31.37 FEET TO AN X SET IN ROCK; THENCE NORTH 77 DEGREES 46 MINUTES 02 SECONDS WEST, A DISTANCE OF 116.99 FEET TO A 1/2" REBAR FOUND; THENCE NORTH 19 DEGREES 31 MINUTES 50 SECONDS WEST, A DISTANCE 54.53 FEET TO A 5/8" CAPPED REBAR SET; THENCE SOUTH 83 DEGREES 09 MINUTES 23 SECONDS WEST, A DISTANCE OF 22.25 FEET TO A 5/8" CAPPED REBAR SET; THENCE NORTH 40 DEGREES 43 MINUTES 58 SECONDS WEST, A DISTANCE OF 44.81 FEET TO A 5/8" CAPPED REBAR SET AT THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 145.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 43.90 FEET (CHORD BEARING AND DISTANCE OF NORTH 50 DEGREES 23 MINUTES 38 SECONDS WEST, 48.67 FEET) TO A 5/8" CAPPED REBAR SET AT THE POINT OF TANGENCY; THENCE NORTH 60 DEGREES 03 MINUTES 18 SECONDS WEST, A DISTANCE OF 14.11 FEET TO A 3/4" PIPE FOUND AT THE NORTHWEST CORNER OF STONEMARK SUBDIVISION PARCEL B AND IS FURTHER DESCRIBED AS BEING THE SOUTHEAST CORNER OF BLOCK 4 WOODVALE ESTATES AS RECORDED IN PLAT BOOK 6 PAGE 137;

THENCE ALONG THE EAST BOUNDARY OF SAID BLOCK 4, NORTH 27 DEGREES 06 MINUTES 47 SECONDS EAST, A DISTANCE OF 218.33 FEET TO A 1/2" PIPE FOUND; THENCE CONTINUING ALONG THE EAST BOUNDARY OF SAID BLOCK 4 AND THE EAST BOUNDARY OF WOODVALE ESTATES SECOND ADDITION AS RECORDED IN PLAT BOOK 11 PAGE 97, NORTH 02 DEGREES 58 MINUTES 04 SECONDS WEST, A DISTANCE OF 547.39 FEET TO A 1/2" REBAR FOUND; THENCE CONTINUING ALONG SAID EAST BOUNDARY OF SAID WOODVALE ESTATES SECOND ADDITION, NORTH 01 DEGREES 38 MINUTES 06 SECONDS EAST, A DISTANCE OF 620.49 FEET TO AN X IN ROCK FOUND AT THE NORTHEAST CORNER OF SAID WOODVALE ESTATES SECOND ADDITION AND IS FURTHER DESCRIBED AS BEING ON THE SOUTH BOUNDARY OF HILLWOOD ESTATES SECOND ADDITION AS RECORDED IN PLAT BOOK 3 PAGE 95; THENCE ALONG THE SAID SOUTH BOUNDARY NORTH 86 DEGREES 34 MINUTES 06 SECONDS EAST, A DISTANCE OF 195.16 FEET TO A 1/2" REBAR FOUND AT THE SOUTHEAST CORNER OF SAID HILLWOOD ESTATES SECOND ADDITION;

THENCE ALONG THE EAST BOUNDARY OF SAID HILLWOOD ESTATES SECOND ADDITION, NORTH 15 DEGREES 14 MINUTES 38 SECONDS WEST, A DISTANCE OF 404.23 FEET TO AN X IN ROCK FOUND; THENCE NORTH 67 DEGREES 24 MINUTES 52 SECONDS WEST, A DISTANCE OF 232.96 FEET TO A 5/8" CAPPED REBAR SET; SAID POINT IS FURTHER DESCRIBED AS BEING ON THE SOUTH BOUNDARY OF HILLWOOD ESTATES PART A AS RECORDED IN PLAT BOOK 3 PAGE 13;

THENCE ALONG SAID SOUTH BOUNDARY NORTH 46 DEGREES 12 MINUTES 56 SECONDS EAST, A DISTANCE OF 759.50 FEET TO A 1/2" PINCHED IRON PIPE FOUND AT THE SOUTHEAST CORNER OF SAID HILLWOOD ESTATES PART A;

THENCE ALONG THE EAST BOUNDARY OF SAID HILLWOOD ESTATES PART A, NORTH 43 DEGREES 40 MINUTES 24 SECONDS WEST, A DISTANCE OF 149.52 FEET TO A 1/2" PIPE FOUND AT THE NORTHEAST CORNER OF SAID HILLWOOD ESTATES PART A; SAID POINT IS FURTHER DESCRIBED AS BEING ON THE SOUTH MARGIN OF MOUNTAIN GAP ROAD;

THENCE ALONG THE SOUTH AND WEST MARGINS OF MOUNTAIN GAP ROAD AS FOLLOWS: NORTH 47 DEGREES 53 MINUTES 03 SECONDS EAST, A DISTANCE OF 181.15 FEET TO A 1/2" REBAR FOUND; THENCE NORTH 79 DEGREES 07 MINUTES 35 SECONDS EAST, A DISTANCE OF 149.09 FEET TO A 5/8" CAPPED REBAR SET;

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THENCE SOUTH 66 DEGREES 16 MINUTES 58 SECONDS EAST, A DISTANCE OF 222.12 FEET TO A 1/2" REBAR FOUND; THENCE SOUTH 38 DEGREES 30 MINUTES 41 SECONDS EAST, A DISTANCE OF 138.36 FEET TO A 5/8" CAPPED REBAR SET; THENCE SOUTH 23 DEGREES 02 MINUTES 13 SECONDS EAST, A DISTANCE OF 159.49 FEET TO A 1/2" REBAR FOUND; THENCE SOUTH 27 DEGREES 17 MINUTES 32 SECONDS EAST, A DISTANCE OF 442.74 FEET TO A 5/8" CAPPED REBAR SET; SAID POINT IS FURTHER DESCRIBED AS BEING THE NORTHEAST CORNER OF STONEMARK SUBDIVISION PARCEL C AS RECORDED IN PLAT BOOK 16 PAGE 78;

THENCE ALONG THE PERIMETER OF SAID STONEMARK SUBDIVISION PARCEL C AS FOLLOWS: NORTH 75 DEGREES 32 MINUTES 28 SECONDS WEST, A DISTANCE OF 55.77 FEET TO A 5/8" CAPPED REBAR SET; THENCE SOUTH 54 DEGREES 32 MINUTES 59 SECONDS WEST, A DISTANCE OF 16.64 FEET TO A 5/8" CAPPED REBAR SET AT THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 160.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 143.96 FEET (CHORD BEARING AND DISTANCE OF SOUTH 28 DEGREES 46 MINUTES 26 SECONDS WEST, 139.15 FEET) TO A 5/8" CAPPED REBAR SET AT THE POINT OF TANGENCY; THENCE SOUTH 02 DEGREES 59 MINUTES 52 SECONDS WEST, A DISTANCE OF 244.70 FEET TO A 5/8" CAPPED REBAR SET; THENCE SOUTH 09 DEGREES 32 MINUTES 45 SECONDS WEST, A DISTANCE OF 87.38 FEET TO A 1/2" REBAR FOUND;

THENCE SOUTH 02 DEGREES 59 MINUTES 52 SECONDS WEST, A DISTANCE OF 76.28 FEET TO A 1/2" REBAR FOUND AT THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 370.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 186.71 FEET (CHORD BEARING AND DISTANCE OF SOUTH 11 DEGREES 27 MINUTES 18 SECONDS EAST, 184.73 FEET) TO A 5/8" CAPPED REBAR SET AT THE POINT OF TANGENCY; THENCE SOUTH 25 DEGREES 54 MINUTES 53 SECONDS EAST, A DISTANCE OF 490.83 FEET TO A 5/8" CAPPED REBAR SET AT THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 405.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 435.22 FEET (CHORD BEARING AND DISTANCE OF SOUTH 08 DEGREES 24 MINUTES 28 SECONDS WEST, 456.72 FEET) TO A 5/8" CAPPED REBAR SET AT THE POINT OF TANGENCY; THENCE SOUTH 18 DEGREES 57 MINUTES 05 SECONDS EAST, A DISTANCE OF 108.28 FEET TO A 1/2" REBAR FOUND; THENCE NORTH 84 DEGREES 17 MINUTES 52 SECONDS EAST, A DISTANCE OF 153.93 FEET TO A 5/8" CAPPED REBAR SET;

THENCE NORTH 76 DEGREES 40 MINUTES 45 SECONDS EAST, A DISTANCE OF 71.10 FEET TO A 5/8" CAPPED REBAR SET; THENCE SOUTH 38 DEGREES 16 MINUTES 09 SECONDS EAST, A DISTANCE OF 364.02 FEET TO A 5/8" CAPPED REBAR SET AT THE SOUTHEAST CORNER OF SAID STONEMARK SUBDIVISION PARCEL C; SAID POINT IS FURTHER DESCRIBED AS BEING ON THE WEST BOUNDARY OF FOREST PARK ESTATES AS RECORDED IN PLAT BOOK 4 PAGE 34;

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0832 0972

THENCE ALONG SAID WEST BOUNDARY SOUTH 04 DEGREES 10 MINUTES 23 SECONDS EAST, A DISTANCE OF 322.03 FEET TO A 5/8" CAPPED REBAR SET; SAID POINT IS FURTHER DESCRIBED AS BEING THE NORTHWEST CORNER OF A RESUBDIVISION OF MATHIS CHASE TWO AS RECORDED IN PLAT BOOK 24 PAGE 99; THENCE ALONG THE WEST BOUNDARY OF SAID RESUBDIVISION OF MATHIS CHASE TWO, THE WEST BOUNDARY OF THAT PROPERTY AS RECORDED IN DEED BOOK 756 PAGE 310 AND THE WEST BOUNDARY OF MATHIS CHASE ESTATES AS RECORDED IN PLAT BOOK 16 PAGE 67, SOUTH 02 DEGREES 27 MINUTES 19 SECONDS EAST, A DISTANCE OF 1343.07 FEET TO IRON PIN FOUND AT THE SOUTHWEST CORNER OF SAID MATHIS CHASE ESTATES; THENCE ALONG THE SOUTH BOUNDARY OF SAID MATHIS CHASE ESTATES, NORTH 37 DEGREES 35 MINUTES 22 SECONDS EAST, A DISTANCE OF 661.96 FEET TO AN IRON PIN FOUND; SAID POINT IS FURTHER DESCRIBED AS BEING THE NORTHWEST CORNER OF WOODRIDGE WEST AS RECORDED IN PLAT BOOK 13 PAGE 13; THENCE ALONG THE WEST BOUNDARY OF SAID WOODRIDGE WEST, SOUTH 02 DEGREES 53 MINUTES 02 SECONDS EAST, A DISTANCE OF 614.72 FEET TO A 5/8" CAPPED REBAR SET AT THE SOUTHWEST CORNER OF SAID WOODRIDGE WEST;

THENCE ALONG THE SOUTH BOUNDARY OF SAID WOODRIDGE WEST, NORTH 37 DEGREES 37 MINUTES 13 SECONDS EAST, A DISTANCE OF 491.18 FEET TO THE POINT OF BEGINNING

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0832 0973

**CERTIFICATE OF THE BOARD OF TRUSTEES
OF STONEMARK PROPERTY OWNERS ASSOCIATION, INC.**

The undersigned, constituting all of the members of the Board of Trustees of Stonemark Property Owners Association, Inc., in accordance with Section 9.02 of that certain "Declaration of Covenants, Conditions and Restrictions of Stonemark Subdivision, Phase I" dated October 6, 1986 and recorded October 7, 1986 in the Office of the Judge of Probate of Madison County, Alabama in Deed Book 681, Page 873 as amended by the certain amendment recorded in Deed Book 686, Page 1117 in the records of the Judge of Probate of Madison County, Alabama and as amended by that certain amendment recorded in Deed Book 693, Page 1180 in the records of the Judge of Probate of Madison County, Alabama, hereby certify that the foregoing Restatement of Declaration of Covenants, Conditions and Restrictions for Stonemark has been executed and approved by those Owners entitled to cast not less than two-thirds (2/3) of all of the votes of the Owners and members of Stonemark Property Owners Association, Inc.


Robert H. Heath, Trustee
Stonemark Property Owners Association, Inc.


William Stroud, Trustee
Stonemark Property Owners Association, Inc.


Gerry Shannon, Trustee
Stonemark Property Owners Association, Inc.

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0832 0974

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned Notary Public in and for the above County and State, hereby certify that Robert H. Heath, whose name as Trustee of Stonemark Property Owners Association, Inc., an Alabama Corporation 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 this instrument, he, as such trustee and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal this the 22nd day of April, 1994.

Carol B. Atchley
Notary Public
My Commission Expires: 12-3-96

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned Notary Public in and for the above County and State, hereby certify that William Stroud, whose name as Trustee of Stonemark Property Owners Association, Inc., an Alabama Corporation 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 this instrument, he, as such trustee and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal this the 22nd day of April, 1994.

Carol B. Atchley
Notary Public
My Commission Expires: 12-3-96

STATE OF ALABAMA MADISON COUNTY PROBATE OFFICE
I hereby certify that the foregoing instrument was filed for record in the
office on 4/22/94 at 4:05 o'clock P.M. and duly recorded
STATE OF ALABAMA — Deed Tax — Mortgage Tax
COUNTY OF MADISON)
FRANK H. RIDDICK, Judge of Probate

I, the undersigned Notary Public in and for the above County and State, hereby certify that Gerry Shannon, whose name as Trustee of Stonemark Property Owners Association, Inc., an Alabama Corporation 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 this instrument, he, as such trustee and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal this the 22nd day of April, 1994.

Carol B. Atchley
Notary Public
My Commission Expires: 12-3-96

REF: J\J\STONEMK\RW\TRUSTEE.CRT

STATE OF ALA. MADISON CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON
914 APR 22 PM 4:05
RECORDED &
DEED TAX HAS BEEN
PAID ON THIS INSTRUMENT
FRANK H. RIDDICK
JUDGE OF PROBATE

Section 11.3 Duration

Section 11.4 Amendments

Section 11.5 Amendments by the Declarant

Section 11.6 Severability

Section 11.7 Liberal Interpretation

Section 11.8 Successors and Assigns

Section 11.9 Effect of Violations on Mortgagees

Section 11.10 Terminology

Section 11.11 Effect on Annexable Area

Section 11.12 Declarant's Rights and Prerogatives

Section 11.13 Partition

Section 11.14 Perpetuities

Section 11.15 Books and Records

Section 11.16 Notice of Sale

Section 11.17 Estoppel Certificate

Section 11.18 Agreements

Section 11.19 Implied Rights

Section 11.20 Deviations

Section 11.21 Use of word "Stonemark"

SPOA



Article 12

Modifications - August 7, 2007

Section 3.7 Removal of Trees, Trash and Care of Lots

Section 3.15 Animal Husbandry

Section 3.18 Antennas, Satellite Receiving Dishes, and Other Aerial Equipment

Section 4.6 Architectural Control Committee Variances

Section 11.1 General Provision Enforcement

Section 3.4 Minimum Square Footage Within Improvements. The heated and/or air conditioned living area of the main residential structure located on any Lot exclusive of porches and parking facilities shall be as specified in Section 3.33 herein.


Section 3.5 Location of the Improvements Upon the Lot. No residential structure, carport or any other improvements shall be located on any lot nearer to the front, rear, side or street side property line shown on the plat or nearer to the property lines than the minimum building setback lines shown in the table below. For purposes of this Declaration, eaves, steps and unroofed terraces shall not be considered as part of a residential structure or other improvements. This covenant shall not be construed to permit any portion of a building foundation on a Lot to encroach upon an easement. The main residential structure of any Lot shall face the front of the lot and up or downhill so as to place the face of the structure within the side lot lines. Note that where side lot lines do not intersect the front lot lines at right angles, the face of a structure will not necessarily be parallel to the street.

<u>Setback</u>	<u>Distance</u>
Front Building Setback	25 feet
Rear Building Setback	25 feet
Side Building Setback	Minimum 6 feet on side, 14 ft. total of both sides
Corner Lot – Streetside Building Setback	20 feet

Landscape Buffers: The rear 25 feet of all single family lots backing up to Mathis Mountain Road or to the boundary of Stonemark is reserved as an undistributed landscape buffer.

Building Setback Waivers: The Committee may waive the front building setback down to 20 feet if such a waiver is necessary to make the lot in question more economically buildable due to the severe topography of the lot.

Section 3.6 Excavation and Tree Removal. The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as may be necessary in conjunction with the landscaping of or construction on such Lot. No trees shall be cut or removed except in accordance with the Slope Control Ordinance of the City of Huntsville as amended from time to time. No trees shall be cut for any reason within the 25 foot landscaping buffers without prior written approval of the Architectural Control Committee or Declarant.

 Section 3.7 Removal of Trees, Trash and Care of Lots During Construction of Residence. (Modifications Per Article 12, Page 39)

(a) All Owners, during their respective construction of a Residence, are required to remove and haul from the Lot on a daily basis all tree stumps, trees, limbs, branches, underbrush and all other trash or rubbish cleared from the Lot for construction of the Residence, construction of other improvements and landscaping. No burning is allowed on the Lot and no material or trash hauled from the Lot may be placed elsewhere in the Subdivision or on land owned by Declarant whether adjoining the subdivision or not without the express written consent of Declarant.

(b) All Owners, during their respective construction of a Residence, are required to continuously keep the Lot in a reasonably clean and organized condition. Papers, rubbish, trash,

3.7
scrap, and unusable building materials are to be kept picked up and hauled from the Lot. Other usable building materials are to be kept stacked and organized in a reasonable manner upon the Lot.


(c) No trash, materials, or dirt are allowed in the street. All Owners shall keep the street free from trash, materials, and dirt. Any such trash, materials, or excess dirt or fill inadvertently spilling or getting into the street or street ditch shall be removed, without delay, not less frequently than daily.

(d) No Owner or Contractor may enter onto a Lot adjacent to the Lot upon which such Owner or Contractor is building for purposes of ingress and egress to his Lot during or after construction, unless such adjacent Lot is also owned by such Owner, and all such adjacent Lots shall be left free of any trees, underbrush, trash, rubbish and/or any other building or waste materials from the lot upon which such construction is proceeding during or after such construction of building improvements by such Owner or Contractor.

Section 3.8 Masonry Requirements. The masonry requirements for all residence and other improvements shall be as specified in Section 3.33 herein.

Section 3.9 Roofing Requirements. Only architectural grade shingle roofs, will be allowed in the Community.

Section 3.10 Carports. No carports shall be erected or permitted to remain on any Lot without the express prior written approval of the Committee. Said approval will be denied unless the carport is shown to be an integral part of the residence and the carport is constructed with the same design, color and materials as the residence.

 Section 3.11 Prohibition of Offensive Activities. Without expanding the permitted uses of the Lots, no activity, whether for profit or not, shall be conducted on any Lot which is not related to single family residential purposes. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such property to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence is noxious, dangerous, unsightly, unpleasant, illegal or of a nature as may diminish or destroy the enjoyment of the Community. This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision and the lighted effects utilized to display the model homes. No exterior speaker, horn, whistle, bell or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a Lot. The Board of Trustees of the Association ("Board") shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance. Activities expressly prohibited, include, without limitation, (1) the performance of work on automobiles or other vehicles upon a Lot or in driveways or streets abutting Lots, (2) the use or discharge of



Art 3

Section 3.15 Animal Husbandry. (Modifications Per Article 12, Page 39) No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets kept as such, in reasonable number, as determined by the Board; provided, however, those pets which are permitted to roam free, or in the sole discretion of the Board, endanger health, make objectionable noise, (including, but not limited to persistent barking dogs) or constitute a nuisance or inconvenience to the Owners or Occupants of any Lot or any property located adjacent to the Community may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a Residence be on a leash or otherwise confined in a manner acceptable to the Board. Without prejudice to the Board's right to remove any such household pets, no household pet that has caused damage or injury may be walked in the Community. Pets shall be registered, licensed and inoculated as required by law.

~~Section 3.16 Lot Maintenance~~


(a) All Lots shall be kept at all times in a neat, attractive, healthful and sanitary condition, and the Owner or occupant of all Lots shall keep all weeds and grass thereon cut and shall in no event use any Lot for storage of materials or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash, or rubbish. All yard equipment or storage piles shall be kept screened, so as to conceal them from view of neighboring Lots, streets or other property.

(b) In the event of any default by the Owner or Occupant of any Lot in observing the above requirements or the requirements of Section 3.11, which default is continuing after ten (10) days written notice thereof by the Board or Declarant to the Owner or Occupant, as applicable, the Declarant or the Board or their designated agents may, without liability to the Owner, Contractor or any Occupants of the Lot in trespass or otherwise, enter upon (or authorize one or more others to enter upon) said Lot, cut, or cause to be cut, such weeds and grass and remove, or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with this declaration, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and the Association may charge the Owner, Builder or Occupant of such Lot for the cost of such work and associated materials. Payment thereof shall be collected by adding the charges to the hereinafter described "Specific Assessments" and shall be payable on the first day of the next calendar month following the levying of such assessment.

Section 3.17 Signs, Advertisements, Billboards. No sign, advertisement, billboard, or advertising structure of any kind may be erected or maintained on any Lot in the Subdivision without prior approval of the Committee and any such approval which is granted may be withdrawn at any time, in which event, the parties granted such permission shall immediately remove such structures.

The Declarant or the Association (or any agent designated in writing by Declarant or the Association) shall have the right to remove and dispose of any sign placed on any Lot, and in doing so shall not be subject to any liability for trespass or any other tort in connection therewith or arising from such removal nor in any way be liable for any accounting or other claim by reason of the disposition thereof.

Owners of occupied Residences in the Subdivision may place a "For Sale" sign on their Lot in order to resell their property. Any "For Sale" sign placed on an unoccupied Lot or on a Lot upon which a vacant Residence has been constructed for the purpose of resale must be approved by the Declarant or the Committee and shall be subject to the Declarant's or the Association's same rights of removal and disposal as any other sign.

 Section 3.18 Maximum Height of Antenna. (Modifications Per Article 12, Page 40)


No radio or television aerial wires, antenna or satellite receiving dish shall be maintained on any portion of any Lot outside of the building setback lines of the Lot or forward of the front of any improvements thereon; nor shall any antennae of any style (excluding satellite receiving dishes which are discussed below), be permitted to extend above the roof of the main residential structure on said Lot. No satellite receiving dish may be erected or installed that extends more than six feet (6') above the natural grade, and every satellite receiving dish shall be enclosed with a six foot (6') high fence or wall constructed so that the dish is not visible from adjoining Lots, streets, or Common Areas. Any such fence or wall must be approved by the Committee.

Section 3.19 Window Coverings. Except as otherwise approved by the Board or its designee, the portion of all window covering visible from the exterior of any Residence shall be white or off-white or neutral. Aluminum foil on window panes and mirrored or reflective glass are not allowed.

Section 3.20 Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Committee.


Section 3.21 Swimming Pools and Tennis Courts. No swimming pool or tennis court may be constructed on any Lot without the prior written approval of the Committee. Each application made to the Committee shall be accompanied by two sets of plans and specifications for the proposed swimming pool or tennis court construction to be done on such Lot, including a plot plan showing the location and dimensions of the swimming pool or tennis court and all related improvements, together with the plumbing and excavation disposal plan for the swimming pool. The Committee's approval or disapproval of such swimming pool or tennis court shall be made in the same manner as described in Article 4 hereof for other building improvements. The Owner shall be responsible for all necessary temporary erosion control measures required during swimming pool or tennis court construction on said Lot to insure that there is no erosion onto adjacent property. Swimming pool drains shall be piped into the sewer system.

Section 3.22 Garbage Cans, Woodpiles, Etc. All garbage cans, woodpiles, swimming pool pumps, filters and related equipment, air conditioning compressors and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. Declarant, however, hereby expressly reserves the right to dump and bury rocks on property owned by Declarant within the Community as needed for efficient construction and to allow developers and builders within the community to bury rocks removed from a building site on such Property owned by Declarant. Trash, garbage, debris, trees or other waste matter of any kind may not be burned or buried within the Community.



Committee in their capacity as such shall not constitute action by the Declarant after the appointment of such Committee Members, notwithstanding that any such Committee Member may be and officer, owner or director of Declarant. The Declarant or any Member of the Board or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty or trespass by reason of such entry. In addition to any other remedies available to the Declarant or the Association, in the event of noncompliance with this Section, the Board may record in the appropriate land records, a notice of violation naming the violating Owner.

Section 4.5 Minimum Construction Standards. In the absence of more stringent construction standards adopted by the Committee, the City of Huntsville's construction standards shall be observed by Lot owners.

 Section 4.6 Variations. (Modifications Per Article 12, Page 40) The Committee may authorize variances from compliance with any of the provisions of this Declaration or minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Committee, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require a variance so long as such variances do not conflict with any City of Huntsville regulation. Such variances must be evidenced in writing and shall become effective when signed by the Declarant or by at least a majority of the Member of the Committee. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the Declaration for any purpose, except as to the particular property and particular provisions hereof covered by the variance, shall still be in full force and effect, nor shall the granting of any variance affect in any way the Owner's obligations to comply with all governmental laws and regulations affecting the Property.

Section 4.7 Notices of Completion and Noncompliance. Each Owner shall send a written notice of the completion ("Notice of Completion") of such Owner's construction of residential improvements to the Committee and to the Association within fifteen (15) days after completion of such Owner's construction. Completion of any Residence or structure must occur within twelve (12) months of the start date of construction. If, as a result of inspections or otherwise, the Committee finds that any residential construction has been done without obtaining the approval of the Committee or was not done in conformity with the approved plans and specifications and plot plan, the Committee shall notify the Owner in writing of the noncompliance, which notice ("Notice of Noncompliance") shall be given, in any event, within sixty (60) days after the Committee receives a Notice of Completion. The Notice of Compliance shall specify the particulars of the noncompliance and shall require the Owner to take such action as may be necessary to remedy the non-compliance. If for any reason other than Owner's act or neglect, the Committee fails to notify the owner of any noncompliance within the sixty (60) days after receipt by the Committee and the Association of the Notice of Completion, the improvement constructed by such Owner on the Lot shall be deemed in compliance if such improvements were, in fact, completed as of the date of the Notice of Completion. If, however, the Committee issues a Notice of Noncompliance, the Owner shall commence to correct the noncompliance without delay. If the Owner does not correct the noncompliance within forty-five (45) days after receipt of the Notice of Noncompliance or commence, within ten (10) days after receipt of the Notice of Noncompliance, the correction of such noncompliance in the case of any noncompliance which cannot reasonably be expected to be corrected within forty-five


Administration is guaranteeing any Mortgage in the Community: annexation of additional property to the Community, except for annexation by Declarant in accordance with Article 7, Section 7.7 hereof pursuant to a plan of annexation previously approved by the Veterans Administration; dedication of Common Property to any public entity; and material amendment of the Declaration, By-Laws or Articles or Incorporation.

Section 10.7 Applicability of Article 10. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Alabama law for any of the acts set out in this Article.

Section 10.8 Failure of Mortgagee to Respond. Any Mortgagee (or insurer or guarantor of a Mortgage) who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from such Mortgagee, insurer or guarantor within thirty (30) days of the date of the Association's request.

Article 11

GENERAL PROVISIONS

 Section 11.1 Enforcement. **(Modifications Per Article 12, Page 40)** Each Owner and every Occupant shall comply strictly with the By-Laws, the rules and regulations, the use restrictions and with the design guidelines, all as may be amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration, as may be amended from time to time, and in the deed to his or her Lot. The Board may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the By-Laws, the rules and regulations, use restrictions, or design guidelines shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board, on behalf of the Association, or, in a proper case, by an aggrieved Owner or Occupant. Failure by the Board or any Owner or Occupant to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record in the appropriate land records a notice of violation of the Declaration or By-Laws, and to assess the cost of recording and removing such notice against the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

Section 11.2 Self-Help. In addition to any other remedies provided for herein, the Board or its duly authorized agent shall have the power to enter upon a Residence or any portion of the Community to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates this Declaration, the By-Laws, the rules and regulations, the use restrictions, or the design guidelines. Except in the case of emergency situations and towing, the Board shall give the violating Owner ten (10) days' written notice of its intent to exercise self-help. All costs incurred shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.

Section 11.3 Duration. The provisions of this Declaration shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law; provided, however, should any provision of Alabama law now or hereafter in effect limit the period during which covenants restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law; and such

Stonemark Property Owners Association (SPOA)
Excepts of Declaration of Covenants, Conditions, and Restrictions
(Covenants)

Clarification, Common Violations, and Remedies
November 20, 2011

General

- Rules are needed to keep the peace and maintain high value of our assets and our home. The few rules we have are not meant to be intrusive. They are meant to be inclusive. If all property owners comply with the rules, better neighbor relations will result, which is a good thing for all of us.
- The Covenants are intended to help provide an enjoyable neighborhood for all property owners and to protect our property value. All property owners should voluntarily adhere to the Covenants. However, it is the duty of the SPOA Board to enforce compliance whenever necessary. The SPOA Covenants are available on the website – www.stonemarkproperties.org.
- The purpose of this document is not to replace the Covenants official document but to provide clarification of some of the most common restrictions, violations, and associated remedies.
- It is not practical to address every possible restriction case and anticipate every possible violation. As such, interpretation and enforcement of Covenants must be guided by common sense and reasonable judgment.
- Enforcement Process: On the Board's behalf, Hughes Properties is responsible for the administration of the Covenants enforcement process. In case of violations, the enforcement process is typically triggered by complaints from property owners, the SPOA Business Manager, or by one of the SPOA Street Captains. Once reported, the violation is discussed between the Business Manager and the respective Street Captain, and, depending on the case, with the Board President, or with the entire Board. Once the violation has been verified, Hughes Properties initiates the implementation of the remedies as discussed in this document.
- The effective date of the remedies listed herein is May 1, 1012.

Subject	Relevant Covenants Section	Remedy Structure
<p><u>Pool and common areas violations</u></p> <p>The pool, tennis courts, and playground are for the exclusive use by property owners, family members living at home, and guests <u>when accompanied by property owners.</u></p> <p>(See attached SPOA Pool Rules)</p>	<p><u>Section 2.5 Easements For The Use And Enjoyment of Common Prop</u></p> <p>a) <i>The right of the Board ...to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his family, tenants, guests, Occupants and invitees</i></p> <p>(b)<i>The right of the Board to ...suspend the right of an Owner or Occupant to use the Common Property and recreational facilities in the Community, if any, for any period during which any assessment which is hereby provided for remains unpaid</i></p>	<p>1. First two occurrences: Courtesy letter</p> <p>2. Subsequent occurrences: \$50 fine and suspension of pool privileges and entry to the common areas until fine is paid</p>
<p><u>Trees and Trash</u></p> <p>Nothing is allowed in the streets or sidewalks including grass clippings and leaves unless it is neatly placed for city pick up.</p>	<p><u>Section 3.7 Removal of Trees, Trash and Care of Lots</u></p> <p><i>No trash, materials, or dirt are allowed in the street. All Owners shall keep the street free from trash, materials, and dirt. Any such trash, materials, or excess dirt or fill inadvertently spilling or getting into the street or street ditch shall be removed, without delay, not less frequently than daily.</i></p>	<p>1. First two occurrences: Courtesy letter</p> <p>2. Subsequent occurrences: \$50 fine per occurrence</p>
<p><u>Garage, yard, and Estate Sales</u></p> <p>1. <u>Garage sales, yard sales, and any similar activities are not allowed.</u></p> <p>2. <u>Estate Sales may be allowed with prior approval from the Board depending</u></p>	<p><u>Section 3.11 Prohibition of Offensive Activities</u></p> <p><i>Without expanding the permitted uses of the Lots, no activity, whether for profit or not, shall be conducted on any Lot which is not related to single family residential purposes. No...offensive activity shall be carried on within the Community, nor shall anything be done tending to cause ...annoyance or nuisance to any person using any property in the Community."</i></p>	<p>1. First occurrence: \$150 fine and removal of signs</p> <p>2. Second occurrence: \$300 fine and removal of signs</p> <p>3. Subsequent Occurrences: SPOA shall take such actions as are necessary to enforce the covenants</p>

Subject	Relevant Covenants Section	Remedy Structure
<p>on extenuating circumstances—such as moving or death in the family—and to the extent that all sales activity takes place inside the house.</p>	<p><i>The Board of Trustees of the Association (“Board”) shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance.</i></p>	
<p><u>Parking and storage of vehicles</u></p> <p>1. No motorized or non-motorized vehicle can be parked overnight, more than 10 hours at any time, or on a regular basis on roadways or on lots except for driveways.</p> <p>2. No vehicle may be maintained or repaired on a Lot unless it is concealed inside a garage or other approved enclosure.</p>	<p><u>Section 3.13 Storage of Vehicles or Equipment.</u></p> <p><i>No motor vehicle or non-motorized vehicle (including, without limitation, trucks and recreational vehicles), boat, motor home, trailer, camper, marine craft, machinery or equipment of any kind may be parked or stored for longer than ten (10) hours or on a semi-permanent or daily basis on any part of any Lot, road or street, easement, right-of-way, or Common Area unless such vehicle or object is completely concealed from public view inside a garage or Committee approved enclosure.</i></p> <p><i>Notwithstanding the ten (10) hour parking restriction, there shall be no overnight parking on any road or street.</i></p> <p><i>Passenger automobiles, passenger vans, motorcycles, or pickup trucks that are in operating condition, having current license plates and that are in daily use as motor vehicles on the streets and highways of the state of Alabama are exempt from the ten hour parking restriction only as it pertains to parking or storing of vehicles on the driveway portion of any Lot.</i></p> <p><i>No vehicle shall be parked in a yard or in the street or along the side of a street that blocks the flow of traffic.</i></p>	<p>1. First two occurrences: Courtesy letter</p> <p>2. Subsequent occurrences: \$50 fine per occurrence</p>

Subject	Relevant Covenants Section	Remedy Structure
	<p><i>No vehicle may be repaired on a Lot unless such vehicle is concealed inside a garage or other approved enclosure during the repair thereof.</i></p>	
<p><u>Pets roaming and or dogs barking</u></p> <p>Dogs should not be roaming free and should not be persistently barking or otherwise constitute a nuisance to the neighbors.</p>	<p>Section 3.15 Animal Husbandry</p> <p><i>Dogs which are household pets shall at all times whenever they are outside a Residence be on a leash or otherwise confined in a manner acceptable to the Board.</i></p> <p><i>Those pets which are permitted to roam free, or in the sole discretion of the Board, endanger health, make objectionable noise, (including, but not limited to persistent barking dogs) or constitute a nuisance or inconvenience to the Owners or Occupants of any Lot or any property located adjacent to the Community may be removed by the Board.</i></p> <p><i>Any invisible fencing installed on a Lot shall be placed so as to prevent animals from roaming beyond the front of the house, consistent with the provisions of Section 3.32.</i></p>	<ol style="list-style-type: none"> 1. First two occurrences: Courtesy letter 2. Subsequent occurrences: \$50 fine per occurrence
<p><u>Yard Maintenance</u></p> <p>Lawns should be mowed, and trees and shrubs should be pruned on a regular basis.</p> <p>Lawns and garden areas should be kept alive, free of weeds, and attractive</p>	<p>Section 3.16 Lot Maintenance</p> <p><i>All Lots shall be kept at all times in a neat, attractive, healthful and sanitary condition, and the Owner or occupant of all Lots shall keep all weeds and grass thereon cut and shall in no event use any Lot for storage of materials or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash, or rubbish.</i></p>	<ol style="list-style-type: none"> 1. First occurrence: Courtesy letter 2. If not corrected within 10 days of courtesy letter, SPOA may have maintenance issue rectified and bill the cost of the remedy to the property owner.

Subject	Relevant Covenants Section	Remedy Structure
<p><u>Signs and Decorations</u></p> <p>1. No sign of any kind is allowed except with the written approval of the Architecture Committee.</p> <p><u>Exceptions:</u> Customary house-for-sale and alarm/security signs are allowed. Estate-sales signs are allowed with prior approval from the Architecture Committee.</p> <p>2. Customary holiday theme decorations are allowed outside the house within a reasonable time prior to and after the holiday.</p>	<p>Section 3.17 Signs, Advertisements, Billboards</p> <p><i>No sign, advertisement, billboard, or advertising structure of any kind may be erected or maintained on any Lot in the Subdivision without prior approval of the Committee and any such approval which is granted may be withdrawn at any time, in which event, the parties granted such permission shall immediately remove such structures.</i></p> <p><i>The Association shall have the right to remove and dispose of any sign..., and in doing so shall not be subject to any liability for trespass or any other tort in connection therewith....”</i></p>	<p>1. First two occurrences: Courtesy letter</p> <p>2. Subsequent occurrences: \$50 fine per day of non compliance</p>
<p><u>Antennae</u> Radio or TV antennae are not permitted to extend above the roof of the house or in front of the house</p> <p><u>Satellite dishes:</u> 1. Cannot extend more than 6 feet from the natural grade and should not</p>	<p>Section 3.18 <u>Radio, TV and Satellite Antennas</u></p> <p><i>No radio or television aerial wires, antenna or satellite receiving dish shall be maintained on any portion of any Lot outside of the building setback lines of the Lot or forward of the front of any improvements thereon; nor shall any antennae of any style (excluding satellite receiving dishes which are discussed below), be permitted to extend above the roof of</i></p>	<p>a. First Occurrence: Notice of non-compliance</p> <p>b. If compliance is not corrected within 30 days of notice of non-compliance, \$50 fine and SPOA shall take such actions as are necessary to enforce the covenants,</p>

Subject	Relevant Covenants Section	Remedy Structure
<p>be visible from the street.</p>	<p><i>the main residential structure on said Lot. No satellite receiving dish may be erected or installed that extends more than six feet (6') above the natural grade, and every satellite receiving dish shall be enclosed with a six foot (6') high fence or wall constructed so that the dish is not visible from adjoining Lots, streets, or common Areas. Any fence or wall must be approved by the Committee.</i></p>	
<p><u>Outside Equipment</u> 1. All garbage cans, pool equipment, air conditioning compressors, and other similar items need to be located or screened—with methods approved by the Architecture Committee— so that they are not visible from the street.</p> <p><u>2. Outdoor recreational equipment</u> (swing sets, playground equipment, trampolines, etc.) should not be visible from the street directly in front of the house</p>	<p>Section 3.22 Garbage Cans, Woodpiles, Etc.</p> <p><i>All garbage cans, woodpiles, swimming pool pumps, filters and related equipment, air conditioning compressors and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property.</i></p>	<p>1. First two occurrences: Courtesy letter 2. Subsequent occurrences: \$50 fine per occurrence</p>
<p><u>Architecture Rules</u></p> <p>Failure to obtain approval for construction, addition, or alteration is not allowed.</p>	<p>Section 4.1 <u>Basic Control.</u></p> <p><i>No exterior construction, addition erection, or alteration shall be made unless and until plans and specifications showing at least the nature, kind, shape, height, materials, and location shall have been</i></p>	<p>1. \$25 fine if pre-approval was not obtained 2. If the modification/addition violates covenant compliance: a. Notice of non-compliance</p>

Subject	Relevant Covenants Section	Remedy Structure
	<p><i>submitted in writing to and approved by the Stonemark Architectural Control Committee</i></p> <p>Note: Replacement of roof with same color and material does not require approval, but a notification should still be sent to the Architecture Committee. All submissions should be on the approved SPOA form.</p>	<p>b. If compliance is not corrected within 90 days of notice of non-compliance, SPOA shall take such actions as are necessary to enforce the covenants, including filing a notice of non-compliance against the property and/or filing suit to enforce the covenants.</p>
<p><u>Board Authority, Disputes and Disagreements</u></p>	<p>Section 3.1 <u>General.</u></p> <p><i>...the Board may, from time to time, without consent of the Members, promulgate, modify, or delete other use restrictions and rules and regulations applicable to the Community.</i></p> <p>Section 5.5 <u>Board's Determination Binding.</u></p> <p><i>In the event of any dispute or disagreement between any Owner and any other Owner, or the Board or the Committee, relating to the Community, or any questions or interpretation or application of the provisions of the Declaration or Bylaws. the determination thereof by the Board shall be final and binding on each and all such parties.</i></p>	
<p><u>Nonpayment of fines</u></p>	<p>Section 6.7 <u>Effect of Nonpayment of Assessments and Maintenance Charges: Remedies of The Association.</u></p> <p><i>Any assessments which are not paid in full by the date specified by the Board (the "due date") shall be</i></p>	<p>Nonpayment of fines will result in penalties, late charges, liens, and/or pool, tennis court, playground, or clubhouse use restriction and deactivation of the proximity access card.</p>

Subject	Relevant Covenants Section	Remedy Structure
	<p><i>delinquent.</i></p> <p><i>Any assessment delinquent for a period of more than thirty (30) days shall incur a late charge in an amount as the Board may determine from time to time. The Association shall cause a notice of delinquency to be given to any Member who has failed to pay the assessment as herein provided within such thirty (30) days. Additionally, the assessment shall include the late charge and interest on the principal amount due from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and/or to foreclose its lien.</i></p>	