

**RULES AND REGULATIONS
OF
STONE CREEK LANDING ASSOCIATION, INC.**

Section 1. Condominium Documents: These Rules and Regulations shall be supplementary and in addition to the provisions of the Declaration of Condominium of Stone Creek Landing, a condominium, and the Articles of Incorporation and Bylaws of Stone Creek Landing Association, Inc. Capitalized terms used in these Rules and Regulations are as defined in the Declaration of Condominium of Stone Creek Landing, a condominium. The Board of Directors may alter, amend, delete or change these Rules and Regulations at any time upon a majority vote thereof.

Section 2. Use: The Units shall only be used for private residential use. The foregoing restrictions as to use shall not, however, be construed in such manner as to prohibit a residential Unit Owner from:

- (a) Maintaining a personal or professional library in his or her Unit;
- (b) Keeping personal business or professional records or accounts therein; or
- (c) Handling personal business or professional telephone calls or correspondence therefrom.

Such uses are expressly declared customary and incidental to the principal residential use and shall not be deemed a violation of these restrictions.

The Limited Common Elements assigned to the Units level shall be used only for access, ingress and egress to and from the respective Units by the persons residing therein and their respective family members, guests, invitees, household help and other authorized visitors, and for other purposes incidental to the designated use of the respective Limited Common Elements. Certain areas of the designated walkways and paved areas shall be used at all times, and shortcuts shall be avoided, both to prevent accidents and to preserve the appearance of planted areas. The sidewalks, driveways and parking areas must not be obstructed or encumbered or used for any purpose other than access, ingress, egress and for parking. Bicycles, tricycles and skateboards shall not be stored or used on the Common Elements or Limited Common Elements, except for egress and ingress and except in areas designated by the Association for this purpose. The Association, the Board of Directors and their authorized employees, agents and representatives shall have such access to any Unit as may be necessary for the repair, maintenance, replacement, alteration, care or protection of the Common Elements or Limited Common Elements, the Units or any portion thereof. Any alteration or repair of the Common Elements or Limited Common Elements is the responsibility of the Association, except for those matters which are stated in the Declaration to be the responsibility of the Unit Owner.

Section 3. Nuisances: No unlawful, immoral, noxious or offensive activities shall be carried on in any Unit, the Common Elements, the Limited Common Elements, or elsewhere on the Condominium Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall, in the judgment of the Board of Directors, cause

unreasonable noise, odors, light or other disturbance to others. Offensive or strong odors, including cigar and cigarette smoke, shall not be allowed to permeate the property to the extent that they constitute a nuisance to any Unit Owner, but, rather, offensive or strong odors should be properly and effectively ventilated, as shall be determined at the discretion of the Board of Directors. All radios, televisions, phonographs, musical instruments or other items which cause noise shall be maintained at a level that does not annoy, or interfere with, other Unit Owners' or Occupants' enjoyment of the Property. No fireworks or firearms may be used or discharged on the Condominium Property.

Section 4. Maintenance and Repair: Each Unit Owner shall maintain his Unit in good condition and in good order and repair and shall not do anything, or allow anything to be done therein, which may increase the rate, or cause the cancellation, of insurance on any Unit or the Common Elements. No structural alteration, construction, addition or deletions of any Unit, the Limited Common Elements or the Common Elements shall be made by the Unit Owners, except with the prior written consent of the Board of Directors. Proposed alterations in the residential Units which cost \$2,500.00 or more shall first require that a deposit in the amount of \$1,000.00 be posted with the Management Company, which will be applied toward any damage to the Common Elements or Limited Common Elements, in addition to a copy of the proper building permits from the City of Dothan, as required, and proof of contractor liability insurance. Only licensed contractors shall be allowed to perform work in Units in the Condominium. All work shall be performed during normal business hours Monday through Friday from 8:00 a.m. to 5:00 p.m.

Section 5. Trash Disposal: Trash collection regulations require that trash containers not be set out prior to 5:00 PM the day preceding collection, and the containers must be picked up and put away by 9:00 p.m. the day of collection. Only trash containers with lids, or securely tied plastic bags are permitted for trash disposal. All trash for collection must be set out at the main street, next to the curb at the end of the driveway. Trash containers, when not set out for collection, must be kept inside the garage. Residents will be responsible for clean-up of trash spillage from the containers.

Section 6. Rights of Developer: Until all of the Units have been sold and occupied by Owners or Occupants, the Developer may use and show one (1) or more of such unsold or unoccupied Units as model Units or sales office and may maintain customary signs and advertising in connection therewith, notwithstanding the provisions of Section 10 of these Rules and Regulations.

Section 7. Storage: Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, firewood, floats, umbrellas, clothing and other articles, shall not be stored or kept in the Common Elements or Limited Common Elements. All storage will be confined to the Unit. No flammable materials may be stored in any portion of the building. Hanging baskets, wind chimes or any other such items shall not be hung on the ceiling, railing or walls of the patios or terraces of any Units, and no ornament, furniture, planter or statue will be allowed on the yard or garage area. No clothing, rugs, sheets, blankets, or other laundry articles shall be hung or exposed from the patios, terraces or windows or hung in the Common Elements or

Limited Common Elements.

Section 8. Decorative Items: Until such time as the Condominium Board of Trustees has been elected and minimum guidelines for decorative items are established, display of any of the following is not allowed:

- (a) Bird feeders or bird baths (tree-hanging or freestanding)
- (b) Flower/plant pots
- (c) Garden hose hangers
- (d) Ground/landscape lights or stepping stones
- (e) Wall plaques
- (f) Windssocks/wind chimes/decorative flags

8.1 Christmas lights and decorations are permitted to be placed in the limited common areas and/or on building exteriors provided the decorations do not damage limited common area, building, gutters or siding. They may not be displayed before Thanksgiving Day, and must be removed by no later than January 7th of the following year. Other holiday decorations are permitted under the same guidelines, and may not be displayed more than one week before or one week after the holiday.

Section 9. Patios: Each Unit Owner recognizes that the patios assigned to the Units as Limited Common Elements will be highly visible from other Units and surrounding properties. Further, each Unit Owner recognizes the need that the furniture, plants and other decorative items be tasteful and unobtrusive. Therefore, the Board of Directors has the authority and the obligation to approve all items placed on the patios and will from time to time adopt Rules and Regulations as to what may be placed on the patios.

Section 10. Flowers:

- 10.1 Flowers may be planted inside the patio fence or directly outside the patio fence or screened porch in the existing mulched area. A maximum of three (3) flower pots are allowed on the concrete pad outside the front door. Flowers are not permitted around any tree. Only annuals which will not exceed the height of the patio fence shall be used. Maintenance of the flowers is the responsibility of the resident and dead annuals are to be removed at the end of the season. Annuals which are not maintained during the growing season will be removed by the grounds keepers and the cost for removal will be billed to the resident.
- 10.2 Landscape Plants. Any planting of new shrubs outside the patio area must receive advance approval. Variance request forms are available from either the Property Manager or the Sales Office.

1. Additional landscape plants which may be considered will be of a species already in use in the community and which, at maturity, will be compatible with the existing plant material.
 2. Any new planting beds will be limited in size by the Board.
 3. New beds must be mulched with matching pine straw.
 4. New plants will become the property of the Condominium Association, who will provide future mulching, pruning and fertilization. However, should any one of the plants die, the resident is responsible for replacement.
- 10.3 Landscape Lights. Low voltage lights may be added in the landscape area on the inside of the walk in the mulched bed between the sidewalk and the home only. A total of six lights are permissible and Malibu 11 Watt Low Voltage Three Tier Light in black available at Home Depot is the approved brand, model #CL191. Specific information may be obtained from the Property Manager.

Section 11. Pets:

- 11.1 The maintenance, keeping, breeding, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be, and are hereby, prohibited within any Unit, or upon any Limited Common Elements or Common Elements, except that this shall not prohibit residents from keeping no more than a total of two (2) well-behaved, orderly dogs, cats and/or caged birds or other domestic pets; provided, they are not kept or maintained for commercial purposes or for breeding. The Board shall have the right to prohibit the keeping of specified aggressive breeds as it may determine from time to time on the Condominium Property.
- 11.2 Pets shall not be allowed unattended on any part of the Common Elements or Limited Common Elements for any period of time.
- 11.3 Pets shall not be permitted upon the Common Elements of the Condominium Property unless they are carried or are on a leash. Pets should be taken to the adjoining designated grass areas, out of the way of sidewalks and pedestrian traffic, to attend to their natural needs.
- 11.4 Pet owners are responsible for cleaning where pets foul the Common Elements, Limited Common Elements or adjacent properties. Such fouling shall not be permitted to accumulate but shall be cleaned up immediately. Failure to clean up after a pet shall subject the Unit Owner and the owner of the pet to a fine pursuant to a fine schedule that may be established by the Board from time to time.
- 11.5 Any Owner or Occupant who has a pet on any portion of the Condominium Property shall indemnify and hold the Condominium Association and each of the Unit Owners and Occupants free and harmless from any loss, claim, damage or

liability of any kind or character whatever arising by reason of any act of said pet or of keeping or maintaining such pet within the Condominium Property.

- 11.6 Pets shall be registered with the Association through its Management Company and shall be inoculated as required by local law. The Association may require a registration fee for any pet maintained on the Property. Further, any Unit Owner who allows pets to be maintained in the Unit must be insured against any damage or personal injury caused by the pet(s). The Board of Directors of the Association shall have the right to order any person whose pet is a nuisance to remove such pet permanently from the premises upon three (3) days' prior written notice.
- 11.7 No pet shall be tethered outside in the lawn or common area; nor shall any pet be tied to any patio fence.
- 11.8 Pet owners may be fined for violation of these policies, at the rate of \$10.00 for the first offense and \$15.00 for each additional offense. If pets become a nuisance, they may be ejected at the discretion of the Board of Trustees.

Section 12. **Signs:** No signs of any character shall be erected, posted, or displayed upon, in, from or about any Unit or the Common Elements, including any window or door of a Unit, without the prior written consent of the Board of Directors except signs temporarily used by the Developer in the selling or leasing of the Units. No real estate signs are permitted in any common area.

Section 13. **Parking and Driving:**

- 13.1 The maximum speed limit on the Condominium Property is 14 MPH. All traffic regulations must be observed by each Owner and Occupant, and their family members, guests, tenants, or employees.
- 13.2 No vehicle shall be parked on the Common Elements or Limited Common Elements, except in an authorized and designated parking space. No vehicle may be parked in the clubhouse parking areas for more than forty eight (48) consecutive hours. Vehicles parked there for more than forty eight (48) hours are subject to being towed.
- 13.3 No boats, campers, trailers, or oversized vehicles (more than two axels) may be parked on the Common Elements or the Limited Common Elements overnight. Other vehicles used for recreation (van conversions/RV's) not garageable will be permitted to park in limited common area in front of garage for loading and unloading purposes only. Such vehicles must not exceed twenty (20) feet in length and must not block normal access of other residents and may not be parked overnight. No vehicle may be parked on the roads providing ingress and egress on the Condominium Property, except in those spaces which have been designated as parking areas. Any illegally parked vehicle will be towed away at the Owner's expense, and the Owner shall be subject to a fine. No motorized

vehicle shall be operated on any walkway or other area, except upon the driveways and parking areas designated for vehicular use.

13.4 **Parking is prohibited in the “Turn-Around” areas at the end of the driveway.**

13.4 No vehicle which cannot operate on its own power shall remain on the Common Elements or Limited Common Elements for more than twenty-four (24) hours without the express permission of the Board of Directors of the Association, and no vehicle repair (other than washing and waxing or the changing of a flat tire) shall be made on the Condominium Property. A violation of this rule will result in the vehicle being towed away at the expense of the Owner thereof and/or the imposition of a fine.

Section 14. Common Elements:

14.1 Only authorized maintenance personnel are allowed to adjust any Common Element or Limited Common Element equipment.

14.2 Any damage to the building or equipment, or other Common Elements or adjacent property caused by an Owner or Occupant, his family members, guest, tenants, invitees or pets shall be repaired by the Association, and the cost thereof shall be assessed against the Unit Owner as a special assessment as described and defined in the Declaration.

14.3 No item of common ownership shall be removed or damaged by any Occupant or guest from the Common Elements or Limited Common Elements. Any Owner, Occupant, family member, guest, tenant or invitee violating this rule shall be sanctioned, fined or subject to criminal prosecution by the Association. The Owner of the Unit in which said violating resident resides or violating guest visits shall be held responsible for the cost of any item so removed or damaged.

Section 15. Association Management:

15.1 Complaints or suggestions regarding the management of the Condominium or regarding the actions of other Owners or Occupants shall be made in writing to the President of the Board of Directors of the Association.

15.2 No Owner shall request or cause an employee of the Association, or of any Management Company employed by the Association, to do any private work during normal business hours in the Unit, except as authorized in writing by the Association.

Section 16. Structures and Satellite Dishes: No structures or appurtenances, such as a doghouse, tent, shack, treehouse, trailer, fence, aerial antenna or playground equipment, shall be placed or erected on any part of the Condominium Property, including the patios or terraces. Outdoor clothes lines shall not be maintained upon any portion of the Common Elements or Limited Common Elements at any time. No satellite dishes over

one (1) meter shall be allowed on the Condominium Property at any time. Satellite dishes less than one (1) meter shall only be allowed on portions of the Condominium Property with the express written approval of the Board of Directors as to location of the dish.

Section 17. Window Treatment: Draperies, shades or mini-blinds used to cover windows in the Units shall be lined in white or beige.

Section 18. Access: The Board of Directors or its designated agent may request access to individual Units for use in emergency situations, and the Unit Owners must provide this access upon reasonable request.

Section 19. Rules and Regulations: There shall be no violation of any of these Rules and Regulations or of the terms and provisions of the Condominium Documents, or other supplemental Rules which may, from time to time, be adopted by the Board of Directors and promulgated among the membership in writing. Any consent or approval given under these Rules and Regulations may be added to, amended, or repealed at any time by resolution of the Board of Directors.

Section 20. Enforcement of Rules and Regulations: The Association is responsible for the notification of Owners and Occupants regarding violation of these Rules. Fines assessed pursuant to a fine schedule adopted by the Board of Directors will be assessed against any Owner or Occupant who violates, or allows to be violated by his family members, guests, tenants, invitees or pets, any Rule or Regulation. The fine is deemed to be a special assessment and will become a lien against the Unit where the violating Owner, Occupant, pet, or tenant lives, or where the violating family member, guests, invitees or pets visit. Also, fines may be assessed to cover costs of repairs and damages resulting from any violation. All charges and fines imposed by the Association are due and payable on the first day of each month unless otherwise specified. Failure to pay the fine by the 15th of each month will result in a ten percent (10%) late penalty per month. Payment shall be made at the Management Company's office by check or money order, payable to Stone Creek Landing Association, Inc. Failure to pay any fine or assessment shall constitute a lien against the Unit of the Unit Owner.

Section 21. Monthly Condominium Assessments: All monthly Condominium assessments are due and payable on the first day of each month unless otherwise specified. Payment should be made directly to Stone Creek Landing Association, Inc. at the Management Company's office. Failure to pay by the 15th day of each month will result in a ten percent (10%) late penalty per month plus accrued interest at the highest interest rate allowed by law that the assessment is late. After assessments are sixty (60) days late, the matter will be turned over to the Association's attorney, who shall then institute collection proceedings against the Unit Owner. The delinquent Unit Owner will be responsible for the payment of any attorney's fees and costs arising from the legal action.

Section 22. Lease Agreements: Entire Units may be leased by the Unit Owners; provided, however, that any such lease and the rights of any tenant thereunder are hereby made expressly subject to the power of the Association to prescribe reasonable rules and

regulations relating to the lease and rental of Units and to enforce the same directly against such tenant or other occupant by the exercise of such remedies as the Board deems appropriate; provided, however, that no restrictions shall be imposed which shall have the individual or cumulative effect of prohibiting or materially impairing the rental or lease of Units. No individual rooms may be rented. Further, all leases must be in writing, with a copy provided to the Association upon request by the Association. Each Owner shall be responsible for the actions of his tenants. Each Unit Owner who has or who shall lease his Unit irrevocably empowers and authorizes the Association or its managing agent to enforce the Rules and Regulations of the Association and to terminate the lease of and evict any tenant who fails to comply with said Rules or who provides other sufficient cause for termination of the lease and eviction in accordance with the laws of the State of Alabama, the Declaration, the Bylaws, the Rules and Regulations, or any contract for lease. The Association, the Board or its managing agent shall not become liable to any Unit Owner, Occupant or any other party for any loss of rents or other damages resulting from the reasonable exercise of such authority. All leases must be for at least one (1) year and no more than one family and no more than two people per bedroom may occupy a Unit.

Section 23. Occupants: The Board of Directors shall have the authority to contact any Occupant in the Condominium and counsel or discuss with them any relevant issue concerning the Condominium Documents, Rules and Regulations or any violations thereof. Thereafter, should the Occupant violate, or continue to violate, the Condominium Documents or Rules and Regulations, the Unit Owner will take appropriate legal action to remedy the violations. The Unit Owner remains subject to fines for any violations by the Occupant.

Section 24. Construction or Improvements to Units: Prior to the commencement of any construction in, or improvement to, any Unit, which cost exceeds \$2,500.00, the Unit Owner must obtain the written approval of the Board of Directors of the Association. Prior written approval will only be given after submission of drawings or plans showing in detail the nature and extent of construction or improvement. The Unit Owner shall post a \$1,000.00 damage deposit with the Management Company at least one (1) week before commencement of construction or improvement, in addition to a copy of the proper building permits from the City of Dothan, as required, and proof of contractor liability insurance. Only licensed contractors shall be allowed to perform work in Units in the Condominium. A walk-through will be conducted of the Common Elements and Limited Common Elements in the general area of the construction prior to the commencement of construction to determine the pre-existing condition of the area.

During construction contractors, workmen, suppliers and employees are not permitted on any other part of the Condominium Property and will be ejected if they are observed on any other portion of the Property. The Unit Owner shall be totally responsible for the contractors, workmen, suppliers and employees while they are on the Condominium Property, and the cost to repair any damage or loss to the Condominium Property caused by the contractors, workmen, suppliers and employees will be assessed as a special assessment against the Unit Owner hiring such contractors. The Common Elements of the Condominium must be cleaned each day after construction activities at the Unit Owner's expense. Construction activities are limited to

Monday through Friday, 7:00 a.m. to 5:00 p.m., and such activities may not interfere with the quiet enjoyment of the other Unit Owners or residents. No portion of the Common Elements or Limited Common Elements may be altered in any way by any Unit Owner.

After the construction or improvements are completed, the Unit Owner must notify the Management Company, and a walk-through of the general area of the construction will be performed by an appointed agent of the Association before any portion of the damage deposit will be returned. The cost to repair any damage caused by the construction will be deducted from the \$1,000.00 deposit. If the cost to repair any damage caused by the construction exceeds the deposit, a special assessment will be made against the Unit Owner.

Section 25. Fitness Center Rules:

- 25.1 All persons using the Fitness Center do so at their own risk. The Association is not responsible for any accident or injury in connection with the use of the Fitness Center or for any loss or damage to personal property. Persons using the Fitness Center agree not to hold the Association liable for any actions of whatever nature occurring at or in connection with the use of the Fitness Center.
- 25.2 No person under the age of fourteen (14) shall be permitted to use the Fitness Center. Persons between the ages of fourteen (14) and sixteen (16) must be accompanied by an adult over the age of eighteen (18) at all times.
- 25.3 The number of persons in a group using the Fitness Center at any one time will not exceed the Occupant(s) plus (1) guest.
- 25.4 All guests should be accompanied by a Occupant.
- 25.5 Unit Owners are responsible for the conduct of their Occupants, family members, guests and tenants at all times, and for the careful observance of all safety and sanitation precautions.
- 25.6 No boisterous or rough play shall be permitted in the Fitness Center. All persons using the Fitness Center are required to cooperate in maintaining cleanliness and tidiness of the Fitness Center.
- 25.7 Tobacco, spillable containers and glassware are not to be brought into the Fitness Center.
- 25.8 The hours of operation of the Fitness Center shall be twenty-four hours per day.

Unit Owners, Occupants and/or guests should consult a physician prior to using the Fitness Center facilities.

Section 26. Pool and Pool Deck Rules:

- 26.1 All persons using the swimming pool located on the Condominium Property do so at their own risk. There is no lifeguard on duty. The Association is not responsible

for any accident or injury in connection with use of the pool or for any loss or damage to personal property. Persons using the pool area agree not to hold the Association liable for any actions of whatever nature occurring within the pool area.

- 26.2 No pets shall be allowed in the pool area.
- 26.3 Persons twelve (12) years of age or under must be accompanied at all times by an adult.
- 26.4 Occupants are responsible for the conduct of their guests at all times, and for the careful observance of all safety and sanitation precautions. Any person having an apparent or known skin disease, sore or inflamed eyes, cough, cold, nasal or ear discharge, or any communicable disease shall be excluded from the pool.
- 26.5 No boisterous or rough play shall be permitted in the pools, or in the pool areas. Swimming alone when no other person is in the immediate pool area is prohibited.
- 26.6 All persons are requested to cooperate in maintaining maximum cleanliness and tidiness in the swimming pool areas.
- 26.7 No glassware shall be brought into the pool areas.
- 26.8 No diapers are permitted in the water.
- 26.9 Wet swimwear is not permitted in the clubhouse lounge area.
- 26.10 Any furniture provided by the Association to be used in connection with the pool shall not be removed from the pool areas.
- 26.11 Gas grill to be operated by adult residents only and cleaned up after use.
- 26.12 The pool shall be used in accordance with such rules and regulations as shall, from time to time, be promulgated by the Board of Health of Houston County, Alabama, and/or by the Board of Directors of the Association, which rules shall be posted by the Board of Directors.
- 26.13 The pool will be open from dawn till dusk and during such other times and seasons as may be determined by the Board of Directors.

Section 27. Clubhouse: The Community Center is for the private use of the residents. It is available for rental to residents only for non-profit parties or meetings. The following policy applies:

- 27.1 A \$175.00 refundable deposit and a \$25.00 rental fee are required. Reservations are granted on a first request basis.
- 27.2 Children and teenage parties are prohibited.

- 27.3 The renting resident will have exclusive use of the party room only, the guests may not use the pool or exercise equipment, and the pool may not be reserved for any party. No party items will be furnished by the Association.
- 27.4 The renting resident is responsible for all clean-up and trash removal. Clean-up must be done (completely) the day of the party.
- 27.5 Damages to the community center or equipment and any follow-up cleaning done by the Association will be deducted from the deposit. If the deposit is an insufficient amount, the renting resident will be billed for the difference.

Section 28. Admission of Guest on the Condominium Property:

- 28.1 No garage sales may be held on the Condominium Property unless approved by the Condominium Association as a planned community activity.
- 28.2 Each Unit Owner is responsible for every person such Owner or Occupant admits onto the Condominium Property, and such entry shall not be permitted except to invited or expected family members, guests and invitees. Any damage caused by the invited person or guest will be assessed against the Unit Owner, and the Unit Owner will be responsible for paying any fine assessed by reason of any violating Occupant, invited guest or family member of the Unit Owner.
- 28.3 Any Owner who has his or her Unit for sale is responsible for any person admitted on the Condominium Property viewing such Unit.

Section 29. Condominium Sales: Any owner who sells his or her condominium is responsible for the following:

- 29.1 Making certain the Association management company is aware of ownership changes at the time a closing date is established.
- 29.2 Making certain all condominium dues are current.
- 29.3 Making certain new owners receive the Condominium Declaration, Bylaws and Community Policies & Guidelines.

Section 30. Amendments.

- 30.1 These policies and guidelines may be subject to change from time to time at the discretion, and by a majority vote of the Board of Trustees.

This instrument was prepared by:
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**ARTICLES OF INCORPORATION
OF
STONE CREEK LANDING ASSOCIATION, INC.**

The undersigned, acting as incorporator of a nonprofit corporation under the Alabama Nonprofit Corporation Act, CODE OF ALABAMA 1975, §§ 10-3A-1, *et seq.* (the "Act") adopts the following Articles of Incorporation for such corporation:

FIRST: The name of the corporation shall be **STONE CREEK LANDING ASSOCIATION, INC.**, hereinafter referred to as the "Association."

SECOND: The period of its duration is perpetual.

THIRD: This Association is not organized for profit, and the purpose for which the Association is organized is to provide an entity pursuant to the Alabama Uniform Condominium Act of 1991, CODE OF ALABAMA 1975 §§ 35-8A-101, *et seq.* for the operation, management, maintenance, control and administration of **STONE CREEK LANDING, A CONDOMINIUM**, located in Dothan, Houston County, Alabama (the "Condominium").

FOURTH: The powers of the Association shall include, and be governed by, the following provisions:

A. The Association shall have all the common law and statutory powers of a nonprofit corporation and the powers designated under the Alabama Uniform Condominium Act of 1991 which are not in conflict with the terms of these Articles or the Declaration of Condominium of Stone Creek Landing, a condominium (the "Declaration"), as they may be amended from time to time, including, but not limited to, the following (capitalized terms shall have the meaning as set forth in the Declaration):

1. To acquire, hold, lease, manage, mortgage or convey real, personal or mixed property wherever situated, including, without limitation, Units in the Condominium.

2. To make and collect assessments against the Members as provided in the Declaration to defray the costs, expenses and losses of the Condominium or any other business enterprise, venture or property interest of the Association, and to use the proceeds of the assessments in the exercise of the powers and duties herein provided.

3. To borrow funds to pay for such expenditures as may be authorized by the provisions of the Declaration and to assign as security for said loan rights to future income of the Association through assessments.

4. To maintain, repair, replace, clean, sanitize and operate the property of the Condominium or the property of the Association.

5. To purchase insurance for the protection of the Condominium and the Association and its Members.

6. To make and amend reasonable Rules and Regulations respecting the use of the property of the Condominium or the property of the Association.

7. To lease or grant easements or licenses for use of the Common Elements of the Condominium in a manner not inconsistent with the rights of Owners of Units in the Condominium.

8. To enforce by legal means the provisions of the Alabama Uniform Condominium Act of 1991, Declaration, the Articles and Bylaws of the Association, and the Rules and Regulations for the use of the property of the Condominium or the Association.

9. To contract for the management of the Condominium and to delegate to such contractor all powers and duties of the Association, except such as are specifically required to be performed by the Association.

10. The objects and purposes set forth in Article Third of these Articles shall be construed as powers, as well as objects and purposes, and the Association shall have, and may exercise, such powers as if such powers were set forth in full herein.

11. The Association shall have, and may exercise, all powers as shall enable it to do each and every thing necessary, suitable, convenient, expedient or proper for the accomplishment of any or all purposes and the attainment of any or all objects set forth in Article Third.

12. The Association shall have, and may exercise, all powers set forth in any other Article of these Articles of Incorporation, the Act, or the Alabama Uniform Condominium Act of 1991, CODE OF ALABAMA 1975, §§ 35-8A-101, *et seq.*

B. All funds and title of properties acquired by the Association, and the proceeds therefrom, shall be held in trust for the Members in accordance with the provisions of the Declaration and the Bylaws of the Association.

FIFTH: The Members of the Association shall consist of all of the record owners of Units in the Condominium and, after termination of the Condominium, shall consist of those who are Members at the time of such termination and their heirs, successors and assigns. Membership in the Association shall be evidenced by a deed or other instrument establishing a record title to a Unit in the Condominium recorded in the Probate Office of Houston County, Alabama. Upon such recordation, the Owner of the Unit designated by such instrument shall become a Member of the Association, and the membership of the prior Owner shall be terminated. The share of a Member in the funds or assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to the Unit. The exact

number of votes to be cast by Owner(s) of a Unit and the manner of exercising voting rights shall be determined by the Declaration and the Bylaws of the Association.

SIXTH: The affairs of the Association shall be managed by a Board of Directors consisting of the number of directors as shall be determined by the Bylaws. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws. Vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

Notwithstanding the provisions set forth in this Article Sixth, LIFESTYLE DOTHAN, LLC, an Ohio limited liability company (the "Developer"), its successors and assigns, shall control by appointing and renewing officers and members of the Board until such time as (a) sixty (60) days have elapsed since seventy-five percent (75%) of the Units which may be created in the Condominium have been conveyed to purchasers of Units other than the Developer, (b) two (2) years have elapsed since Developer has ceased offering Units for sale in the ordinary course of business, or (c) two (2) years have lapsed since Developer last exercised a development right to add new Units to the Condominium, or (d) the Developer elects, at its option, to terminate control of the Association, whichever first occurs. Not later than ninety (90) days after conveyance of twenty-five percent (25%) of the Units which may be created to Unit Owners other than the Developer, the Unit Owners other than Developer shall be entitled to elect at least one member or twenty-five percent (25%) of the members of the Board. Not later than ninety (90) days after conveyance of fifty percent (50%) of the Units which may be created to Unit Owners other than Developer, not less than thirty-three and one-third percent (33 $\frac{1}{3}$ %) of the members of the Board shall be elected by the Unit Owners. The Developer shall be entitled to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units which may be created in the Condominium. Within sixty (60) days before the date of termination of control of the Association by the Developer, the Board of Directors shall call and give not less than ten (10), nor more than thirty (30), days' notice of a special meeting of the membership for the purpose of electing the members of the Board of Directors.

The initial Board of Directors shall have three (3) Directors. The names and addresses of the members of the Board of Directors who shall hold office until their successors are elected and have qualified, or until such Directors are removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Jerry Holden	P.O. Box 3049 Lexington, Ohio 44904
Brent Yates	P.O. Box 3049 Lexington, Ohio 44904
Chuck Austin	P.O. Box 3049 Lexington, Ohio 44904

Any director may be removed, either with or without cause, at any time, by a two-thirds ($\frac{2}{3}$) vote of all persons present in person and entitled to vote at a meeting of the Unit Owners at

which a quorum is present, other than a director appointed by Developer. The vacancy in the Board caused by any such removal may be filled by the Members at such meeting or at any subsequent meeting in the manner prescribed in the Bylaws for the filling of vacancies on the Board.

SEVENTH: The address of the Association's initial registered office is 3517 S. Park Avenue, Dothan, Alabama 36301, and the name of its initial registered agent is Jordan Yates, with the same address.

EIGHTH: The Association shall have the right to indemnify each person who shall serve as a director, officer, employee, or agent of the Association, or shall serve at the request of the Association in a similar capacity with another association, joint venture, trust, or other enterprise, to the extent to which this Association is granted the power to so indemnify such persons by any and every statute of the State of Alabama or act of the Legislature of the State of Alabama.

NINTH: No contract or other transaction between the Association and any person, firm, or association and no other act of the Association shall, in the absence of fraud, be invalidated or in any way affected by the fact that any of the directors of the Association are directly or indirectly, pecuniarily or otherwise interested in such contract, transaction or other act, or related to or interested in (either as director, stockholder, officer, employee, member or otherwise) such person, firm, or association. Any director of the Association, individually, or any firm or association of which any director may be a member of, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of the Association, provided that the fact that he, individually, or such firm or association, is so interested, shall be disclosed or known to the Board of Directors or a majority of the members thereof as shall be present at any meeting of the Board of Directors, or of any committee of directors having the powers of the full Board, at which action upon any such contract, transaction or other act is taken; and if such fact shall be so disclosed or known, any director of the Association so related or otherwise interested may be counted in determining the presence of a quorum at any meeting of the Board of Directors, or of such committee, at which action upon any such contract, transaction or act shall be taken, and may vote with respect to such action with like force and effect as if he were not so related or interested. Any director of the Association may vote upon any contract or other transaction between the Association and any affiliated association without regard to the fact that he is also a director of such affiliated association.

TENTH: Upon the dissolution of the Association, the assets of the Association shall be distributed to the Members in the same manner as provided in the Declaration for the distribution of the property subject thereto upon termination of the Condominium to the extent that such dissolution is not inconsistent with the provisions of the Act.

ELEVENTH: The Association reserves the right to amend, alter, change or repeal any provision contained in these Articles in the manner now or hereafter provided by law, and all rights conferred upon officers and directors herein are granted subject to this reservation.

TWELFTH: The name and address of the incorporator is:

Melinda E. Sellers, Esq.
Burr & Forman LLP
3400 Wachovia Tower
420 North 20th Street
Birmingham, AL 35203

WHEREFORE, this incorporator files the Articles of Incorporation and tenders to the Probate Judge of Houston County, Alabama the lawful fees and charges, and prays that these Articles may be examined and approved, and that the Association may be deemed to be incorporated for the purposes herein set out on this 19th day of November, 2008.

Melinda E. Sellers

MELINDA E. SELLERS

Incorporator

State of Alabama, Houston County
I, Judge of Probate in and for said state and county,
hereby certify that the within is a true and correct copy of
Articles of Incorporation
as it appears on record in my office.
Given under my hand this 25th day of
November, 2008
Luke Cooley
Judge of Probate

The Association, acting through the Board of Directors, also shall be responsible for the maintenance, repair and replacement of the Limited Common Elements, the cost of which may be charged to all Unit Owners to which said Limited Common Elements being maintained repaired or replaced attach as a Limited Common Expense or may be included in the Common Expenses at the Board of Directors' discretion.

This Section 6.01 shall not relieve a Unit Owner of liability for damage to the Common Elements, Limited Common Elements, a Unit of another person, adjacent property or any other property caused by the Unit Owner or Occupant, his family members, guests, invitees, lessees or licensees as a consequence of an accident, failure to repair or the negligence, recklessness or willful misconduct of such person. The cost of repair for any damage so caused by the Unit Owner or Occupant, his family members, guests, invitees, lessees or licensees, shall be a special assessment against the Unit Owner.

Section 6.02 Each Owner's Obligation to Repair.

(a) Except for those portions of the Condominium Property which the Association is required to maintain and repair, each Owner shall, at such Owner's expense, maintain the Unit in good tenantable condition and repair, and shall be responsible for the repair, maintenance and replacement, if necessary, of the following items in his Unit:

(i) The fixtures and equipment in his Unit, including the refrigerator, stove and all other appliances within the Unit; drains, sinks, plumbing and plumbing fixtures and connections within the Unit and serving only the Unit; electrical panels, wiring, outlets and electric fixtures within the Unit; interior doors, interior surfaces of the window frames, screening and glass; and interior surface of all exterior doors; all wall and ceiling materials such as sheetrock and wall coverings including paint, wallpaper and light coverings; and all floor coverings, including carpeting, hardwood, vinyl and ceramic tile within a Unit.

(ii) The plumbing, heating, air conditioning and electrical systems serving only that Unit, whether located within or without the boundary of that Unit, including the fuse boxes, wiring, flues, and all other plumbing, electrical, gas or mechanical systems. In the event any such system or a portion thereof is within another Unit or requires access to another Unit, the repair, maintenance or replacement thereof shall be performed by the Association, and the cost thereof shall constitute an assessment against the Unit Owner responsible therefore.

(b) Each Unit Owner agrees as follows:

(i) To perform all maintenance, repairs and replacements which are his obligations under subparagraph (a) of this Section 6.02;

(ii) To pay all utilities as herein provided and all taxes levied against his Unit;

(iii) Not to make, or cause to be made, repairs to any plumbing, heating, ventilation or air conditioning systems required to be maintained by him under subparagraph 6.02(a)(ii), except by licensed plumbers, electricians or heating and air conditioning professionals authorized to do such work by the Association or its delegate;

(iv) Not to make any addition or alteration to the Unit or to the Common Elements or Limited Common Elements or to do any act that would impair the structural soundness, safety or overall design and aesthetics scheme of any part of the Condominium Property or that would impair any easement or right of a Unit Owner without the prior written consent of the Association and all Unit Owners affected thereby;

(v) Not to make any alteration, addition, improvement, decoration, repair, replacement or change to the Common Elements, Limited Common Elements, or to any outside or exterior portion of the Unit, excluding any alteration or additions made pursuant to the procedure described in subparagraph (iv) above and including, but not limited to, altering in any way exterior doors and windows, affixing outshutters to windows or painting any part of the exterior part of the Unit, without the prior written consent of the Association; provided that if such consent is granted, the Unit Owner shall use only a contractor approved by the Association, who shall comply with all Rules and Regulations with respect to the work which may be adopted by the Association, and the Unit Owner shall be liable for all damages to another Unit or to the Common Elements or Limited Common Elements caused by any contractor employed by such Unit Owner or by the subcontractors or employees of such contractor, whether said damages are caused by negligence, accident, or otherwise; and

(vi) To promptly report to the Association any defects or needed repairs for which the Association is responsible.

(c) The Association shall be obligated to answer any request by a Unit Owner for any required approval of a proposed addition, alteration or improvement (by painting or otherwise) within forty-five (45) days after such request, but its failure to do so within the stipulated time shall not constitute a consent of the Association to the proposed addition, alteration or improvement. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Association, without, however, it incurring any liability on the part of the Board of Directors or any of them or the Association to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim of injury to a person or damage to property arising therefrom. The review by the Association under this Section 6.02 shall in no way make the Association liable for any alterations, additions, or improvements by any Unit Owner. Rather, such review is for purposes of aesthetics and control only. The provisions of this Section shall not apply to Units owned by the Developer until a deed for such Unit has been delivered to a purchaser other than Developer.

Section 6.03 Alterations, Additions and Improvements by the Association.

Except in the case of loss or damage to the Common Elements or Limited Common Elements as contemplated by Article IX of the Declaration, the Association shall not make any material structural alterations, capital additions or capital improvements to the Common Elements or Limited Common Elements (other than for the purpose of replacing, restoring or rehabilitating portions of the Common Elements or Limited Common Elements which is in accordance with the Declaration and which does not require expenditures of more than \$10,000, over and above any funds used from the reserve fund for that purpose) unless the same is authorized by the Board of Directors of the Association and ratified by the affirmative vote of the voting Members casting not less than seventy five percent (75%) of the total votes of the Members of the Association present at any regular or special meeting of the Unit Owners called for that purpose at which a quorum is present and approved by a majority of the Mortgagees eligible to vote therefore. The cost of the foregoing shall be assessed against the Owners of Units as provided in Article V hereof except as otherwise provided in this Section 6.03. Where any alterations or additions as aforesaid are exclusively or substantially exclusively for the benefit of the Unit Owners requesting the same, then the cost of such alterations or additions shall be assessed against and collected solely from the Unit Owners exclusively, or substantially exclusively, benefiting therefrom, and the assessment shall be levied in such proportions as may be determined to be fair and equitable by the Board of Directors of the Association. Where such alterations or additions exclusively, or substantially exclusively, benefit Unit Owners requesting the same, said alterations and additions shall be made only when authorized by the Board of Directors and ratified by not less than seventy five percent (75%) of the total votes of the Unit Owners exclusively, or substantially exclusively, benefiting therefrom. Alterations, improvements or repairs of an emergency nature may be made upon authorization by a vote of the majority of the Directors available for consultation if the same is necessary and in the best interest of the Unit Owners.

Section 6.04 Utilities. Each Unit Owner shall be required to pay all charges for utilities serving that Unit, including but not limited to electricity, water, gas, cable television, and telephone service, used or consumed in his Unit. The utilities serving the Common or Limited Common Elements only shall be separately metered and paid by the Association as a Common or Limited Common Expense. The Association shall have authority, however, with regard to any utility, to use a common meter, pay the cost of such utilities used or consumed in the Units, and have the costs thereof apportioned among the Units based upon the Common or Limited Common Expense liability, use of the utility, or any other formula the Association may deem appropriate.

ARTICLE VII

RESTRICTIONS ON USE OF UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 7.01 Rules and Regulations of the Association. The Association is authorized to promulgate, amend and enforce Rules and Regulations concerning the operation and use of the Condominium; provided that such Rules and Regulations are not contrary to or inconsistent with the Act and the Condominium Documents. A copy of the Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner prior to the time they become effective. All present and future Unit Owners and Occupants of the Units and any

person who uses any part of the Condominium Property in any manner, are subject to, and shall comply with the provisions of the Condominium Documents and the Rules and Regulations. The acquisition, rental or occupancy of a Unit or the use of any part of the Condominium Property by any person shall constitute his agreement to be subject to and bound by the provisions of the Condominium Documents and the Rules and Regulations, and such provisions shall be deemed to be enforceable as equitable servitudes and covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated in full in each and every deed of conveyance or lease thereof. The Association may promulgate enforcement provisions for violation of any Rule or Regulation by a Unit Owner or Occupant, his family members, guests, invitees, lessees or renters, including the payment of penalties for such violations.

Section 7.02 Restrictions on Use. The use of the Condominium Property is subject to the following restrictions:

(a) Each Unit is restricted to residential use and the parking areas and driveways are limited to the parking of passenger automobiles. No commercial vehicle shall be parked on the Property, except to make deliveries. The garages shall be used for the parking of vehicles and storage space and shall not be used as living space.

(b) There shall be no obstruction of the Common Elements or Limited Common Elements, nor shall anything be kept or stored in the Common Elements or Limited Common Elements (except appropriate furniture on the patios or terraces appurtenant to any Unit), nor shall anything be constructed on or planted in or removed from the Common Elements or Limited Common Elements, nor shall the Common Elements or Limited Common Elements in any other way be altered without the prior written consent of the Association.

(c) No immoral, improper, offensive or unlawful use shall be made of any Unit, Common Elements or Limited Common Elements, or any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction over the Condominium Property shall be observed.

(d) No Owner shall permit anything to be done or kept in his Unit or in the Common Elements or Limited Common Elements which will result in any increase of fire or hazard insurance premiums or the cancellation of insurance on any part of the Condominium Property, or which would be in violation of any law. No waste shall be committed to the Common Elements or Limited Common Elements.

(e) No sign of any kind shall be displayed to the public view on or from any part of the Condominium Property without the prior written consent of the Board of Directors of the Association, except signs temporarily used by the Developer in the selling or leasing of the Units.

(f) No noxious or offensive activities shall be carried on, nor shall any outside lighting or sound speakers or other sound producing devices be used, nor shall anything be done, on any part of the Condominium Property which in the judgment of the Board of

Directors of the Association, may be or become an unreasonable annoyance or nuisance to the other Owners.

(g) No Owner shall cause or permit anything to be placed on the Common Elements or Limited Common Elements immediately surrounding the Unit. No awning, canopy, window air conditioning unit, shutter, or other fixture shall be affixed to or placed upon the exterior walls or roof of any building or on the Limited Common Elements or any part of the Common Elements.

(h) No satellite dishes over one (1) meter shall be allowed on the Condominium Property at any time. Satellite dishes less than one (1) meter shall not be allowed on any part of the Common Elements or Limited Common Elements of the Condominium. Satellite dishes less than one meter may be allowed on the Unit with the express approval of the Board of Directors as to location of the receiving equipment and dish.

(i) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed from or on any part of the Common Elements or Limited Common Elements. The Common Elements and Limited Common Elements shall be kept clear of rubbish, debris and other unsightly materials.

(j) No one shall use or permit to be brought into any Unit or upon any of the Common Elements and facilities any inflammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed extra hazardous to life, limb or property, without the written consent of the Board of Directors of the Association.

(k) No Owner or Occupant may conduct any business, trade, garage sale, moving sale, rummage sale, tag sale or similar activity at or about the Condominium, whether within a Unit or otherwise unless scheduled as a planned community activity approved by the Association, except that an Owner or Occupant residing in Unit may conduct business activities within the Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (ii) the business activity conforms to all zoning and other legal requirements for the Condominium; (iii) the business activity does not, in the Board's reasonable judgment, generate any vehicular or pedestrian traffic or a number of vehicles being parked in the Condominium; (iv) the business activity is consistent with the residential character of the Condominium and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, as may be determined in the sole discretion of the Board. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of compensation.

(l) No animal or pet shall be kept for commercial purposes or be allowed to create or cause any disturbance or nuisance of any kind, and if an animal or pet does