

AMENDED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
STONEY POINT LANDING

THIS AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF STONEY POINT LANDING AND STONEY POINT LANDING HOMEOWNERS ASSOCIATION INC., hereinafter referred to as "Declaration" is made this _____ day of _____, 20__ by STONEY POINT LANDING HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as "HOA", and any and all persons, firms, or corporations hereinafter acquiring any of the within described property or any of the property hereinafter made subject to this Declaration.

WITNESSETH:

WHEREAS, HOA is the owner and manager of certain property in Winston County, Alabama known as STONEY POINT LANDING ("Property"), of which is more particularly described by the recording in Plat Cabinet A Slide 161A and Plat Number 3/31-33; 35-37; Slide 162A, Plat Number 3/38-41 and Slide 165A, Plat Number 3/42-47 in the Office of the Winston County Register of Deeds to which reference is hereby made for more complete descriptions; and

WHEREAS, Alabama Waterfront Properties, LLC, formerly the developer and Declarant under that Declaration of Covenants, Conditions and Restrictions of Stoney Point Landing originally recorded in Deed Book 237, Page 150 in the Office of the Judge of Probate of Winston County, Alabama ("Initial Declaration"), has ceased to exist as a Class B Member pursuant to Article III, Section 2 of that Initial Declaration, voluntarily relinquishing majority control of the Association, and has been administratively dissolved by the State of North Carolina; and

WHEREAS, HOA desires to amend and supersede, herewith, the Declaration of Restrictive Covenants of Stoney Point Landing, as recorded in Deed Book 237, Page 159 in the Office of the Judge of Probate of Winston County, Alabama; the Supplementary Declaration of Restrictive Covenants of Stoney Point Landing Subdivision, as recorded in Deed Book 237, Page 769, as recorded in the Office of the Judge of Probate of Winston County, Alabama; and the Supplementary Declaration of Restrictive Covenants of Stoney Point Landing Subdivision, as recorded in Deed Book 248, Page 763 in the Office of Judge of Probate of Winston County, Alabama.

WHEREAS, the HOA desires to clarify and ratify the covenants, conditions and restrictions which run with the Property to ensure good governance and protection of the Property.

WHEREAS, HOA is responsible for maintaining a general plan of development as herein set out to restrict the use and occupancy of the Property made subject to this Declaration for the benefit of the present and the future owners thereof; and

WHEREAS, HOA desires to provide for the preservation of the values of STONEY POINT LANDING as expanded hereby and hereinafter made subject to this Declaration and for the preservation and maintenance of the lots, homes and Common Property established by the Declaration and by the supplements thereto;

NOW, THEREFORE, in accordance with the recitals which by this reference is made a substantive part hereof, HOA declares that all of the property described on said recorded plats and all of the property hereinafter made subject to this Declaration by recorded supplements hereto referencing subsequently recorded plats, shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of STONEY POINT LANDING as it now exists and may be hereafter expanded and that such easements, restrictions, covenants, and conditions shall burden and run with said real Property and their heirs, successors and assigns having any right, title, or interest in the Properties now or hereafter subjected to this Declaration or any part thereof, and shall inure to the benefit of each owner thereof and burden each owner's real property that is subjected to this Declaration.

ARTICLE I

DEFINITIONS

“HOA” shall mean and refer to STONEY POINT LANDING Homeowners Association, Inc., a not for profit Alabama corporation, its successors and assigns, as managed by a Board of Directors subject to the Alabama Homeowners Association Act (Alabama Act 2015-292). HOA is the same as the “Association” referenced in the Amended By Laws of Stoney Point Landing.

“Owner” shall mean and refer to any contract buyer and/or the record owner, whether one or more person or entities, of a fee simple title to any lot which is a part of any of the Property made subject to this Declaration, ~~but~~ excluding those having such interest merely as security for the performance of an obligation.

“Property” shall mean and refer to that certain property shown on plat(s) recorded in Plat Cabinet A, Slide 161A, Plat Number 3/31-33; 35-37, Slide 162A, Plat Number 3/38-41 and Slide 165A, Plat Number 3/42-27 in the Office of the Winston County Register of Deeds and any additional property which HOA may make a part of this Subdivision, as provided for in the Declaration of Restrictive Covenants of STONEY POINT LANDING, recorded separately. The terms “Property”, “Subdivision”, and “STONEY POINT LANDING” are interchangeable.

“Lot” shall mean and refer to any improved or unimproved building lot shown upon any recorded subdivision plat of this Subdivision.

“Dwelling Unit” shall mean and refer to the completed single-family home located upon a Lot.

“Common Property” shall mean all property, surface and subsurface, owned by the HOA for the common use and enjoyment of Members. Common Property includes without limitation all existing and future roads and right-of-way’s and all greenways, median strips, cul-de-sac centers, planting areas, and recreational areas, and facilities, open space, walking trails, easements, boat ramps, community boat slips, and community piers that are developed on the Common Property (it being understood that this enumeration is by way of description of the type of facilities that may be developed and in no way shall bind or obligate the HOA to provide any of the described facilities) and all entry way, directional, and informational signs (and the areas set aside for their location) and any other property as may be purchased or provided for the common use and benefit of the HOA, the Owners, and any member of the HOA, including without limitation such Common Property as may be shown on the recorded plat(s) of the Property. The Common Property shall not be used for public commercial purposes; but may be used for enjoyment of the Association’s members for fund-raising activities to support the purposes of the Association.

“Committee” shall mean the Architectural Review Committee established for the purpose of administering control over architectural, landscaping, and related matters, as described in Article V of this Declaration.

ARTICLE II

RIGHTS AND DUTIES OF THE ASSOCIATION AND PROPERTY OWNERS ASSESSMENTS

Section 1. Owner’s Easements of Enjoyment.

The HOA and, to the extent provided by this Declaration, every Owner shall have a right and easement of ingress, egress, and regress over the Common Property and over the roads within the Property, to be used in common with others, for the purpose of providing access to ~~h~~Lot(s) owned or dwelling unit(s) owned by the Owner for himself, his family, agent, licensees and invitees, and for his and their non-exclusive use and enjoyment of the Common Property, subject however to the limitations on such use and enjoyment of the Common Property as provided for in this Declaration. Every Owner, and the members of such Owner’s family who reside with such Owner or are overnight guests of such Owner, shall have the right to use the recreational areas within the Common Property, subject however to such Owner paying when due the dues and assessments of the Association and abiding by all rules and regulation of the HOA, including without limitation those governing the use of the recreational areas and the Common Property. Non-Owners shall only be entitled to use the recreational areas on such terms and conditions as the HOA may authorize in its sole discretion. Owners shall provide prompt written notice to HOA when he / she lists their Lot for sale, including contact information for the realtor listing the Lot. Owners shall provide immediate written notice to HOA upon sale of the Lot.

Section 2. Annual Assessments.

(a) The HOA shall have the authority to repair, replace, and maintain all recreational areas and improvements located thereon, and all streets, roads, road right-of-way's, and other Common Property, unless otherwise provided herein. The HOA shall have the right, from time to time, to establish a reasonable assessment, which assessment shall be paid by each Owner in such periodic installments as the HOA may determine, to be used to pay: (1) the operating and administrative expenses of the HOA; (2) the costs of maintenance, upkeep, replacement and repair of all recreational areas, and improvements located thereon, and all streets, roads, road right-of-way's, and other Common Property; and (3) other expenses necessary or useful to maintain and operate the HOA and the recreational facilities (including, without limitation, the procuring, maintenance and paying the costs of insurance related to the Common Property and of surety and other bonds related to the management of the Common Property and the HOA). It is understood (by way of example and without limitation) that the assessment funds shall be used for such matters concerning Common Property as the following: maintenance; repair and replacement of improvements within the recreational areas; the seeding and re-seeding of road right-of-way's and Common Areas; erosion control; repairing of road shoulders; surfacing paving and resurfacing of parking lot and road pavement; placement of gravel, and planting and maintenance of grass shrubs, trees and seasonal flowers.

(b) The annual assessments may also be used by the Association for the purpose of adding to the recreational facilities.

(c) The annual assessment payable by each Owner shall be fixed by the HOA Board per lot per calendar year. The annual assessment shall be due and payable on January 31 of each year.

(d) The annual assessment may be increased or decreased by the board of directors of the HOA without a vote of the membership to an amount not more than ten percent (10%) in excess of the annual assessment for the previous year. A majority vote of Owners eligible to vote and present at a duly called meeting must approve an increase or decrease in the yearlyannual assessment if the increase or decrease exceeds the assessment for the previous year by more than ten percent (10%).

(e) Annually the bBoard of dDirectors of the HOA shall have determined and shall have given written notice to each Owner of the annual assessment affixed against each owner for the immediately succeeding calendar year.

Section 3. Special Assessments.

In addition to the assessments specified herein above, the HOA may levy special assessments for the purpose of supplementing the annual assessment if the same are inadequate to pay the reasonable maintenance expenses and operating costs of the HOA as described in Section 2 hereof, provided that any such special assessments shall have the approval of a majority of Owners eligible to vote and present at a duly called meeting.

Section 4. Late Charges and Interest on Unpaid Assessments.

Any assessment not paid within thirty (30) days after the due date shall be subject to such late charges and shall bear interest at a rate per annum as shall be determined by the **b**Board of **d**Directors of the HOA, which interest rate shall not exceed the highest rate of interest allowed by law. The initial late charge imposed for late payment of any assessment is \$50.00 and shall be charged as to any assessment that is not paid within 30 days of its due date. The initial interest rate for late payment is 18% per year (1.5% per month) which shall commence to accrue on any assessment or other account balance that is not paid within thirty (30) days of the date due. The initial date upon which liens may be filed for failure to make payment of assessments and other charges is thirty (30) days after the due date. The **b**Board of **d**Directors may change the initial late charge, interest rate, due dates and lien assessment date by majority vote of the directors.

Section 5. Lien for Unpaid Assessments.

- (a) In the event the Owner of any lot fails and refuses, after demand by the HOA, to pay any annual or special assessment then the HOA shall have a lien against said lot and may enforce collection of said assessment in law or in equity, including without limitation, the filing of a notice of lien and perfecting the same as by law provided to the end that such unpaid assessment together with the costs and expenses of collection, including without limitation, reasonable attorneys' fees, shall be a charge and lien against the said lot.
- (b) To secure the payment of the annual and special assessments as are levied

by the HOA, together with the cost of collection including attorney's fees, all such charges shall be a continuing lien upon the Hlot against which the assessments are made. Such charges shall also be the personal obligation of the person(s) who were the owner or owners of such Lot at the time the assessment came due. Their personal obligation shall remain a lien upon the Hlot upon transfer of title but shall not become the personal obligation of the purchasers thereof unless expressly assumed by such purchasers.

- (c) Neither the assessments nor the cost of collection shall be a lien upon any Common Property nor shall the lien upon any Hlot for such charges be senior to any first lien mortgage or first lien deed of trust regardless of the fact the lien arose prior to the date and time of recording of any such first lien mortgage or deed of trust.

ARTICLE III

MEMBERSHIP, VOTING RIGHTS, OFFICERS AND MEETINGS

Section 1. Membership. Every owner of a Hlot which is subject to this Declaration shall be a member of the HOA. Membership is appurtenant to ownership and may not be assigned.

Section 2. Board of Directors. There shall be ~~at least three (3)~~five (5) members ~~and not more than five (5) members~~ of the Board of ~~d~~Directors of the Association who shall serve ~~until such time as their successors are duly elected and agree to serve~~terms as prescribed in Article V, Section 2 of the By-Laws. The ~~d~~Directors shall have an annual meetings ~~and three (3) additional meetings per year as prescribed by the Amended By-Laws,~~ and other such meetings as may be called at the request of the president of the HOA or by any two (2) ~~d~~Directors. Election of Directors shall be governed by Article VI of the By-Laws.

Section 3. Suspension of Voting Rights. The HOA Board of Directors shall have the right to suspend the voting rights (if any) of an Owner for any period during which assessment on his Hlot remains unpaid.

ARTICLE IV

CONDITION OF PROPERTY

Section 1. Removal of Obstructions and Unsightly Growth, Debris, and Materials.

(a) The HOA may remove obstructions of any nature located within road right-of-ways or other Common Property (including but not limited to trees, shrubs and mailboxes) which, in the opinion of the HOA, either might produce a hazard or might interfere with the ability or willingness of the State of Alabama (or agency department or political subdivision thereof) to take over the responsibility for maintenance of the roads.

(b) The HOA shall have the right, in its sole discretion, to charge back the actual cost to it of removing obstructions against the Owner who directly, or through his agents, contractors or invitees caused or permitted the obstruction to be placed in the road right-of-way or other Common Property and such Owner shall indemnify and save the HOA harmless from all liability, claims, damages and expense imposed upon the HOA, at law or in equity, caused by or resulting from the placement of the obstruction in the road right-of-way's or other Common Property. In the event the Owner responsible for such charge or liability as aforesaid fails and refuses after demand by the HOA to pay said charge or liability, then the HOA shall have a lien against his/her lot thereon and may enforce collection of the charge or liability, together with reasonable attorneys' fees, by any and all remedies afforded by law or in equity, including without limitation, the filing of a notice of lien and perfecting the same as by law provided, to the end that such charge or liability shall become a charge against the said hlot or dwelling unit.

(c) If the HOA, in its sole discretion, determines that any hlot, developed or undeveloped, has become **unsightly due to signs in violation of the deed restriction or weeds that have not been mown, or due to debris of any nature having accumulated on the hlot, then the HOA shall have the right from time to time to enter the said hlot for the purpose of mowing the grass or removing debris. At least ten (10) days prior to entering a hlot for said purpose, the HOA shall advise the Owner by letter, sent to his last known address, of the action to be taken if the Owner does not remedy the problem within the said (10) day period. The HOA shall take reasonable steps to avoid damage to any trees planted on such hlot, to the extent that the HOA has been put on written notice in advance by the Owner of the approximate location on a chart or map of such lot showing the location of planted trees to be avoided.**

(d) The HOA shall have the right in its sole discretion, to charge back the actual cost of mowing the grass or removing the debris against the Owner. In the event the Owner responsible for such charge or liability as aforesaid fails and refuses, after demand by the HOA, to pay said charge or liability, then the HOA shall have a lien against his hlot

thereon and may enforce collection of the charge or liability, together with reasonable attorneys' fees, by any and all remedies afforded by law or in equity, including without limitation, the filing of a notice of lien and perfecting the same as by law provided to the end that such charge or liability shall become a charge against the said Lot or dwelling unit.

Section 2. Duty to Make Repairs.

- (a) Until accepted for maintenance by governmental authority, the obligation for the repairs, maintenance and improvements of the roads as shown the aforesaid plat(s) or any other common property shall be the responsibility of the HOA with the Owner of each Lot, except as otherwise provided herein, being responsible for payment of the assessments levied by the HOA, which assessments shall be the personal obligation of the Owner of each Lot.
- (b) The decision to expend HOA funds to repair and maintain the roads or other Common Property shall be made by a majority of the board of directors of the HOA. By such vote, the board may delegate such authority to any committee of the board. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his lot.
- (c) Notwithstanding the foregoing, each Owner of a Lot shall be solely responsible for any repairs to a road right-of-way or other Common Property caused by the negligent act or acts of said owner, his or her invitees, agents, contractors, licensees, or guests. For these purposes, and by way of example, it shall be a negligent act for any building material to be unloaded on any road or road right-of-way.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Purpose and Authority of Architectural Review Committee.

- (a) In order to control design and location of the houses and other improvements to be constructed, erected, placed, or installed (hereinafter "improvements") upon the Lots in the Subdivision, an Architectural Review Committee (hereinafter "Committee")

has been established for the purpose of reviewing, approving, suggesting changes to, and rejecting plans and specifications for such improvements (regardless of when such Improvements are made), and the landscaping of each Hlot. This Committee has also been created for the purpose of reviewing, approving, suggesting changes to, and disapproving swimming pools, out building, boat houses, ramps, piers, driveways, enclosures for satellite dishes, and mailbox design. This Committee will be responsible for the control, approval and disapproval, of size, color, materials, and content of rental and sales signs in this Subdivision, and for the approval, disapproval and control of boats, boat trailers, travel trailers, motor homes, tractor trailer trucks, or any other such vehicle, that are kept or maintained or located upon any Hlot unless located within enclosed garages. The Committee will also be responsible for the control of temporary construction shelters or vehicles in this Subdivision. The Committee will require a fee, as outlined in the Architectural Review Committee documents, to review house plans for each Owner wishing to build. The review process may be subcontracted out at the discretion of the Committee.

- (b) The Committee shall consist of three persons designated or appointed from time to time by the HOA Board, one of whom shall be appointed from among Hlot owners. The Committee and owners shall operate in accordance with the Architectural Review Committee Rules and Guidelines.

Section 2. Restrictions on Plans and Construction.

- (a) Except as otherwise provided in these Restrictions, the Hlots shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any Hlot other than one detached, single-family dwelling and related structures incidental to the residential use of the Hlot, such as garages and boat houses, which otherwise comply with these Restrictions except, notwithstanding the foregoing, HOA reserves the exclusive right to construct a roadway over any common area in order to grant access to other property within the development.

(c)

- (b) ~~Each single-family dwelling shall have an enclosed, heated living area (exclusive of basements, open porches, garages, and other or unheated spaces) not less than Two Thousand (2,000) square feet if fronting on Smith Lake and One Thousand Eight Hundred (1,800) square feet otherwise.~~

- (d) -The design, location and construction of all improvements on each lot (regardless of when such improvements are made) and the landscaping of each HLot must be approved in advance by the Architectural Review Committee (hereinafter the “Committee”), which Committee is established by this Declaration.
- (e) All improvements to the HLot must comply with setback requirements of Winston County and all other regulatory authorities, as well as those set out in the recorded plat. The Architectural Review Committee may review requests for variance and make recommendations to the HOA Board, which may, in its sole discretion, approve or deny.
- (f) More than one HLot (as shown on said plat(s)) or portions thereof, may be combined to form one or more HLots by (or with the written consent of) the HOA its successors and assigns. No HLot may be subdivided by sale or otherwise except by (or with the written consent of) the HOA, its successors and assigns. Upon combination or subdivision or HLots, the building time requirements prescribed herein shall apply and the easements reserved herein shall be applicable to the rear, side and front HLot lines of such HLot as combined or subdivided. The resulting building site and structures erected thereon must otherwise comply with these Restrictions and the new property line of the resulting building site shall be used to compute the set-back lines as set forth herein. In any event, HOA dues shall be required to be paid per HLot purchased by the Owner, regardless of whether they are combined as described herein.
- (g) All connections of private driveways to the Stoney Point Landing road system, and all connections of private easements and rights-of-way to that road system shall be constructed and maintained in accordance with the rules, regulations and specifications as approved by the Architectural Review Committee.
- (h) There shall be no signs, fencing or parking permitted within the road right-of-way.
- (i) No building fence, wall, pool, outbuilding, driveway or any other accessory feature to the dwelling or any other structure upon any lot shall be commenced, erected, placed, maintained or altered on any HLot or combination of contiguous HLots until the Complete Construction Plans (hereinafter the “Plans”) are approved in writing by the Committee or its designated agents. The Committee’s disapproval or approval of plans may be based upon purely aesthetic considerations, which in its sole discretion the Committee shall deem sufficient, but action shall not be unreasonably withheld or

delayed. One copy of all plans and related data shall be furnished to the Committee for its records.

(i) Except within the building site (unless within 20' of the main dwelling), no live trees of any kind in excess of 6 inches in diameter at ground level may be removed from any lot without prior approval of the Committee. Clear cutting is not permitted on any lot. No building, fence, wall, outbuilding, or any other accessory feature to the dwelling or any other structure upon any lot shall be commenced, erected, placed, maintained, or altered on any lot or combination or contiguous lots until the Complete Construction Plans (hereinafter "Plans") are approved in writing by the Committee or its designated agents. Dead trees on any lot must be timely removed by the owner of such lot.

(j) The Plans shall include the complete construction plans, the plot plan (showing proposed location and elevation of such building, fences, walks, drives, parking area, etc.) proposed building plans and specifications, exterior color, finish, and materials. The areas over which the approval shall be required shall include but shall not be limited to the size and plan of the principal residential structure, and all accessory buildings, structures and improvements on the lot, the location of the well, the size and plan of the garage or carport, location and manner of construction of each driveway, swimming pool, utility building, patio, tennis court, and other improvements for athletic, recreational, or gymnastic purposes, and all other exterior improvements, the composition and color of raw and finished materials used on the exterior of all structures, and the location and type of any landscaping, shrubbery, and other plantings. Owner's construction contractor shall be required to acknowledge and agree in writing that the Architectural Review Committee requirements have been reviewed and the Plans comply with such requirements.

~~(k) Upon submittal of a set of plans a surety bond, note or instrument from a company or lender approved by the HOA in the amount prescribed by the Architectural Review Committee must be posted with the HOA by the Owner for road repair. Such bond, note or instrument must name the HOA as beneficiary/payee pursuant to Article IV, Section 2(c) herein. Owner will be notified in writing by the HOA of final inspection and acceptance of road repair upon completion of construction or of the HOA's demand for payment under the bond, note or instrument. Owner or contractor shall also submit a certificate of insurance for the work being conducted, naming the HOA as additional insured. Nothing herein shall limit the amount of Owner's obligation for road repair. The requirement of this provision shall not limit the liability and responsibilities of Owners under Article V, Section 2(c) herein. Owner shall also submit a certificate of insurance for the work being conducted, naming the HOA as additional insured.~~

(l) The Committee or its designated agents shall have forty-five (45) days after physical receipt of the plans to accept or reject the same in whole or in part. If no

response by the Committee has been made in writing within said 45 days, the plans shall be deemed to be approved as submitted. After the plans are approved and after the Committee gives written permission for construction to begin, the actual construction shall be commenced and completed in accordance with the approved Plans, together with the requirements of the Declaration and, in this regard each Owner shall provide the Committee with the foundation survey as soon as it is made. The Committee shall have the right to waive setback violations when the remedial costs of correcting such violation, in the Committee's opinion, would impose undue hardship upon the violator.

(m) The actual construction shall be the responsibility of the Owner of the hlot and his or her builder. Any permission granted for construction under this covenant and any designation of approved licensed contractors shall not constitute or be construed as an approval, warranty or guaranty, expressed or implied, by the HOA or the Committee or its designated agent of the structural stability, design or quality of any building or other improvement or of the contractor who constructs such buildings or other improvements.

(n) Construction of new residential buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building or portion thereof on a hlot and remodeling or converting it into a dwelling unit in this subdivision, excepting however, buildings utilized by the HOA, its contractors or agents for storage of equipment and supplies to maintain the development.

(o) With the exception of construction which is interrupted or delayed due to physical damage to the work in progress (such damage due to fire, lightning, windstorm, hail, riot or civil commotion, explosion or theft), any dwelling constructed upon a hlot must be completed within one (1) year subsequent to the commencement of construction, except with the written consent of the HOA, its successors or assigns, or the Committee. The normal period of completion time for outbuildings or other improvements shall be presumed to be four (4) months from the commencement of construction, except with the written consent of the HOA, its successors or assigns, or the Committee. In the event that completion of the dwelling, outbuildings or other improvements on any hlot is not completed within one year, and it is determined that construction progress has diminished to such an extent that completion of the dwelling, outbuildings or other improvements is unlikely within 120 days, the HOA will be advised of this determination. The HOA shall then have the right to give notice to the owner that the owner has the obligation, within 30 days, to complete the removal of all the construction work in progress, including without limitation, the foundation and all building improvements and all stored building materials, and fill and grade the hlot so that it is restored to its natural grade level, and the HOA shall have the right to undertake this work upon owner's failure to do so and charge the cost to the owner and place a lien upon the hlot upon owner's failure to pay these charges. The HOA shall have all legal and equitable remedies available under law and equity with regard to these requirements.

(p) No trailer, truck, van, modular home, mobile home, tent, camper, barn, garage, or any other outbuilding or temporary structure parked or erected on HLots in the development shall at any time be used as a residence, temporarily or permanently; nor shall any structure of a temporary character be used as a residence; provided, however, that this prohibition shall not apply to shelters used by the contractors during the construction of the main dwelling house, it being clearly understood that these temporary shelters will not be permitted to remain on any HLot after completion of construction. The Committee shall have the right to approve or disapprove these temporary construction shelters or vehicles. The Committee, upon approval of a temporary construction shelter or vehicle, will issue a letter stating the length of time such shelter will be allowed to remain upon such HLot and where such shelter is to be located upon such lot.

(q) All homes constructed in Stoney Point Landing must be supplied with water for normal domestic use from individual privately drilled wells, or from a public utility company, if available. Each individual owner shall locate the well drilled on such owner's HLot so as to comply with all the governmental regulation regulating the minimum distance between such well and septic fields proposed or approved for owner's HLot and all HLots adjoining such owner's lot. Before drilling a well, each owner must submit a site plan locating the proposed building site, drainage and repair septic field and well site.

(r) Exposed exterior walls composed of the following materials shall be prohibited from Stoney Point Landing: concrete block, imitation asphalt, brick siding, imitation asphalt stone siding, tar paper, aluminum or vinyl siding.

(s) The HOA shall be permitted to erect a storage building in any common area for the purpose of storing equipment and supplies for maintenance of the development.

(t) In addition to the easements that are shown on the recorded plats of Stoney Point Landing, easements ten (10) feet in width along the lot lines of all lots are reserved by the HOA for installation, repair, replacement and maintenance of utilities, including the right to keep said easements free and clear of all obstructions. An easement of twenty (20) feet is reserved for such purposes along the rear lines of all HLots that do not adjoin other HLots or properties within Stoney Point Landing. As between the easements reserved by these Restrictions and the easements that are located in the same areas as shown on the

record maps, the easements that are greater in width shall be the easements that are in effect.

(u) HOA reserves a temporary construction easement of thirty-five (35) feet in the width along both sides and running parallel to streets or roads, which easements shall expire the later of eighteen months after the particular road construction commences, or upon the acceptance of such streets or roads for maintenance by governmental authority.

ARTICLE VI GENERAL USE RESTRICTIONS

Section 1. Recording.

The HOA does hereby covenant and agree with all persons, firms or corporations hereafter acquiring title to any portion of the Property, that the Property shown on the recorded plat(s) herein referred to, and all Property presently owned as part of STONEY POINT LANDING which plat(s) are to be recorded, and all Property which may be acquired in the future to be made a part of STONEY POINT LANDING, is made subject to this Amended Declaration of Covenants, Conditions and Restrictions of STONEY POINT LANDING as may be amended or modified (hereinafter referred to as "Declaration") which Declaration shall be recorded.

Section 2. Use Restrictions.

- (a) No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No animals, reptiles or poultry of any kind, except dogs and cats and other indoor household pets. In addition, all barns, fences, outbuildings and structures of any kind must be approved in writing by the Architectural Review Committee prior to the commencement of construction thereof. Each Owner must see to it that all of the Owner's dogs are kept on the Owner's property unless leashed. No dogs shall be permitted to roam the property and the HOA may have strays and dogs that are not leashed and are found off their owner's lot picked up by governmental authorities. The throwing or dumping of trash, garbage and waste materials shall not be permitted. The interference of any stream or future waterways so as to cause pollution or stagnation in these waterways is prohibited. There shall be no excavation which does not pertain to the building or construction of a home. Bottled gas containers and oil tanks shall be screened from public

view. ~~There shall be no above-ground swimming pools, unless approved by the Committee.~~

(b) ~~————No portion or part of any lot shall be used or maintained as a dumping ground~~

~~(c) _for rubbish or other refuse. Trash, garbage, or other waste shall not be kept, except in sanitary containers screened from view from all roads, all other lots, and from the Common Property. Owners utilizing the waste bins provided by the HOA shall use them only for household trash and shall not discard therein appliances, pallets, tires, hazardous waste or other items that would not be considered ordinary household rubbish or would prevent the hauler from being able to empty such bins.~~

(d) No outside clotheslines shall be permitted. No satellite dishes shall be permitted unless concealed from view from all lots and open spaces. The Committee must approve the design or such enclosures prior to erection. Mailboxes shall be of a design, color and choice of materials as designated by the HOA or, if the HOA so designates by the Committee, and may not violate governmental standards.

(e) There shall be no junk automobiles, junk of any sort, unserviceable vehicles, or salvage stored or placed or allowed to remain on or in any portion of this Subdivision. Unless located within enclosed garages, no large boat and/or boat trailer (over 28 feet in length), travel trailer, motor home, tractor trailer truck, or any other such vehicle shall be kept or maintained or located upon any lot unless and except with prior approval of the Committee. Other boats and/or boat trailers (less than 28 feet in length) must be stored behind the building set back line. No vehicles that are disabled or under repair shall be kept upon any lot unless located within enclosed garages. Unlicensed automobiles, including antique cars, if present must be stored out of sight in a garage. Large trucks shall not be parked on a regular basis within this Subdivision. No lot shall be used for storage of building materials prior to the issuance of the building permit for the primary residence. “Large truck” shall be defined as any non-passenger vehicle larger than a pickup truck.

(e) No billboards or signs of any description shall be displayed upon any lot with the exception of those approved by the HOA, or if the HOA designates, by the Committee. The HOA reserves the right to place and maintain appropriate development signs within the Subdivision. All sign colors must be approved by the HOA, or if the HOA so designates, by the Committee. HOA also reserves the right to erect and maintain signs designating streets, boat landings, recreational areas and any other sign that will aid owners and guests in navigating the Subdivision.

- (f) Except within the building site or within 20 feet of the main dwelling, no live trees of any kind in excess of 6 inches in diameter at ground level may be removed from any lot without the prior approval of the Committee. Dead trees on any lot must be removed by the owner of said lot.

ARTICLE VII

CAPTIONS, ENFORCEMENT AND INVALIDATION

Section 1. Whenever the context and construction so require, all words used in the singular number herein shall be deemed to have been used in the plural, and vice versa, and the masculine gender shall include the feminine and neuter and the neuter shall include the masculine and feminine.

Section 2. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration nor the intent of any provisions hereof.

Section 3. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. In the event it is necessary to enforce this Amended Declaration by appropriate legal or equitable proceedings, the party or parties violating or attempting to violate the same shall be liable for the cost of such proceedings including reasonable attorneys' fees.

Section 4. Invalidation of any one of more of these covenants by judgment or court of law shall not adversely affect the balance of this Amended Declaration, which shall remain in full force and effect.

Section 5. The HOA Board reserves the right to amend this Declaration from time to time without joinder of any of the Owners for the following purposes:

- (a) To clarify the meaning of or to correct clerical errors in the Declarations.
- (b) To correct grammar spelling, capitalization and other matters of syntax.

(c) To address emergency situations, or occurrences or conditions that pose a risk of death, personal injury or property damage to the Owners.

(d) As authorized by applicable law.

All other amendments to this Declaration shall require an affirmative vote of at least sixty-six (66%) of the lot Owners present and eligible to vote.

ARTICLE VIII

THESE RESTRICTIONS RUN WITH THE LAND

This Amended Declaration of Covenants, Conditions and Restrictions of STONEY POINT LANDING and STONEY POINT LANDING Homeowners Association, Inc. run with the land and shall benefit and be binding on all parties and persons (and their respective heirs, representatives, successors and assigns) claiming title to any of the Property herein described for a period of thirty (30) years from the date this Amended Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years.

IN WITNESS WHEREOF, the HOA has caused this Amended Declaration of Covenants, Conditions and Restrictions of STONEY POINT LANDING and STONEY POINT LANDING Homeowners Association, Inc. to be duly executed this _____ day of _____.

STONEY POINT LANDING HOMEOWNERS
ASSOCIATION, INC.

By: _____

President

STATE OF ALABAMA
COUNTY OF WINSTON

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he/she is the President of STONEY POINT LANDING HOMEOWNERS ASSOCIATION, INC., and that by authority duly given and as the act and deed of the said non-profit organization the foregoing instrument was signed in its name by him/her.

Witness my hand and seal this _____ day of _____, 20____.

Notary Public: _____

Commission expires: _____