

**AMENDED**  
**RESTRICTIONS FOR STONEGATE SUBDIVISION**

STATE OF ALABAMA

HOUSTON COUNTY

176      5  
Recorded In Above Book and Page  
05/29/1996 03:07PM  
Luke Cooley  
Judge of Probate  
Houston County

**PART A - PREAMBLE:**

This indenture made and entered into by and between **Stonegate Homeowners Association, a non-profit organization of Stonegate homeowners in Stonegate Subdivision**, a subdivision in the City of Dothan, Houston County, Alabama. Witnesseth:

WHEREAS, STONEGATE DEVELOPERS, a general partnership, has had platted and subdivided into lots and streets as shown by the plat of said land recorded in Plat Book 8, Page 111, in the office of the Judge of Probate of Houston County, Alabama, and desires to place certain restrictions on the use of said property as to size of dwelling, and other related matters, and in order to properly restrict said property, **Stonegate Homeowners Association**, do hereby covenant and agree as follows:

**PART B - AREA OF APPLICATION:**

**B-1 Fully Protected Residential Area:** The residential area covenants in Part C in their entirety shall apply to the entire subdivision.

**PART C - RESIDENTIAL AREA COVENANTS:**

**C-1 Land Use and Building Type:** No lot shall be used except for residential purposes. No Building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height. For structures other than main building refer to C-2.

**C-2 Architectural Control:** No main Building, storage building, cabana, swimming pool, fences, walls, TV satellite dishes (except dishes **18 inches or less in diameter**), basketball goals, clotheslines, or any other structures shall be erected, placed or altered on any lot in the subdivision until the plans, material specifications and plot plan showing the location and design of such buildings or structures have been expressly approved to conformity and harmony of external design and location with existing structures in the subdivision and as to location of the buildings or other structures in respect to topography and finished ground elevation by the **Board of Directors**.

Approval or disapproval by the Board of Directors as required in these covenants shall be in writing. In the event that

the Board of Directors fails to approve or disapprove within thirty days after plans and specifications have been submitted to them, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

- C-3 **Size and Quality:** It is the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded. The heated and cooled area of the main structure, exclusive of porches and garages shall not be less than 2000 square feet.
- C-4 **Building Location:** No building shall be located on any lot nearer than 35 feet to the front lot line, 35 feet to any side street line, 15 feet to any interior lot line, or 40 feet to any rear lot line. For the purpose of this covenant, eaves, steps and fireplace chases shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building or lot to encroach upon another lot.
- C-5 **Easements:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
- C-6 **Nuisance:** No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.
- C-7 **Temporary Buildings:** No building materials or temporary buildings of any kind or character shall be placed or stored on the property until the owner is ready to commence improvements, and then such material or temporary building shall be placed within the property line of the lot or parcel of land upon which the improvements are to be erected and shall not be placed in the streets or between the street and the property lines; and any such temporary building or structure of any kind shall not be used for other than construction purposes; and expressly, such temporary structure or buildings shall not be used for residential or sales office purposes either during construction or thereafter, and shall be removed immediately upon completion of construction or within one year after such material or temporary building was placed thereon, whichever is sooner.

- C-8 Signs:** No signs of any kind shall be displayed to the public view on any lot except on a professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or one sign used by the builder and one sign used by a realtor to advertise the property during the construction and sales period.
- C-9 Walls and Fencing:** No fence or wall shall be erected or placed upon any lot unless the same shall be constructed of wood or masonry or equivalent; and the design, construction and location of such fence or wall shall be expressly approved by the Board of Directors.
- C-10 Storage Buildings:** No storage building shall be erected or placed upon any lot unless the same shall be constructed with the same kinds of materials and workmanship as used in the main dwelling; and the design, construction, and location of such building shall be expressly approved by the Board of Directors.
- C-11 Satellite Dishes and Antennas:** No towers, conductors, converters, satellite dishes (except dishes 18 inches or less in diameter), or other facilities or equipment for the reception of audio or video broadcasts directly from satellites or otherwise shall be maintained on any lot unless the same shall be located directly behind the main dwelling inside a privacy fence and the structure not to exceed eleven feet tall; and the design, construction, and location of such structure shall be approved in writing by the Board of Directors. No antennae shall be erected or maintained on any lot without the prior written approval of the Board of Directors.
- C-12 Livestock and Poultry:** No animals, or livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets, may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
- C-13 Disposal of Refuse:** No garbage, trash, ashes, refuse, inoperative vehicles (that have been inoperative for more than 30 days), or other waste shall be thrown, or dumped on any lot or street in the subdivision or permitted to remain upon any such place. All incinerators or other equipment for the storage of, or disposal of such material shall be kept in a clean and sanitary condition.

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**C-14 Sight Distance at Intersections:** No fence, wall, edge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways section of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such lines.

**C-15 Drying of Laundry:** No structures or apparatus may be constructed for the outdoor drying of laundry or wash except such structure or apparatus that is enclosed in such a way that it is not visible to the public or adjoining lot owners from a distance greater than twenty-five feet.

**C-16 Excavations:** No excavations, except such as is necessary for the construction of improvements, shall be permitted.

**C-17 House and Travel Trailers:** Travel trailers shall not be used as a permanent residence while parked on any lot in the subdivision, nor used as a temporary or permanent residence while parked on any street in the subdivision, nor parked permanently on any street in the subdivision. Travel trailers that are or become unsightly, as determined by the Board of Directors, must be hidden from view of the public, or adjoining lot owners. No house trailers shall be permitted to remain within the limits of this subdivision.

**C-18 Oil and Mining Operations:** No oil drilling, oil development operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

**PART D - ARCHITECTURAL CONTROL COMMITTEE: ----DELETED----**

**PART E - GENERAL PROVISION:**

**E-1 Term of Restrictions:** These covenants and restrictions are to run with the land, and shall be part of all deeds and contracts or conveyances of any and all lots in this subdivision and shall be binding on all parties and all persons claiming under them until December 31, 2023, at which time said covenants and restrictions shall terminate. They may be extended for additional successive periods of ten years by written and recorded agreement of a majority of the record owners on December 31, 2023, and each successive ten year anniversary date thereafter.

- E-2 Proceedings Against Violators:** If any owner, tenant or occupant of this subdivision shall violate or attempt to violate any of these covenants and restrictions while in force and effect, it shall be lawful for any other person or persons having any ownership interest in any other lot in the subdivision to prosecute any proceedings at law or in equity against any person violating or attempting to violate such covenants and restrictions and either to prevent them from doing so or to recover damages for such violations. In no event and under no circumstances shall a violator of any covenant or restriction herein contained work a forfeiture of reverter to title.
- E-3 Invalidation of any Covenants:** Invalidation of any of these covenants or restrictions by judgement or court order shall in no way affect any other provision which shall remain in full force and effect.
- E-4 Attorney Fees and Court Costs:** If the party attempting to enforce these restrictions shall prevail in any proceeding at law or at equity, such party shall be entitled to recover reasonable attorney fees and court costs, which will be assessed against the party which is found to be in violation of such restrictions.
- E-5 Abatement or Removal of Violations:** Violation of any restrictions or covenant, except such violations as have been waived by failure to take action as provided in paragraph 2 herein, shall give Stonegate Homeowners Association, or its duly designated representative, the right to enter upon the property where such violations exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed as tresspass.
- E-6 Deed Restrictions:** Stonegate Homeowners Association, a non-profit organization of Stonegate homeowners in Stonegate subdivision, its successors, or its designated representative, may make other restrictions applicable to each home-site by appropriate provisions in the contract for deed or in any deed without otherwise modifying the general plan herein outlined, and such other restrictions shall inure to the benefit of other owners of homesites in the subdivision and shall bind the grantees and their respective heirs, successors, or transferees in the same manner as though they had been expressed herein.
- E-7 Property Owners Organization:** ----DELETED----

Done this the 20th day of May, 1996.

**STONEGATE HOMEOWNERS ASSOCIATION**

by: *Donald D. Haverstock*  
Donald D. Haverstock, President  
*346 Stonegate Drive  
Dothan, Al. 36301*

**STATE OF ALABAMA  
HOUSTON COUNTY**

I, the undersigned authority in and for said County and State, hereby certify that Donald D. Haverstock, whose name as president of Stonegate Homeowners Association, a non-profit organization of Stonegate homeowners in Stonegate Subdivision, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that being informed of the contents of said instruments, he, as president of Stonegate Homeowners Association and with full authority, executed the same voluntarily for and as the act of said Association.

Given under my hand and seal this the 20<sup>th</sup> day of May, 1996.

*Brenda S. Ortega*

Notary Public  
My Commission Expires:

MY COMMISSION EXPIRES SEPTEMBER 8, 1996



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05/29/1996 03:07PM  
Luke Cooley  
Judge of Probate  
Houston County

SPJ Fee 2.00  
Recording Fee 16.00  
TOTAL 18.00

*Held for Donald Haverstock*

**AMENDED  
BY-LAWS  
OF  
STONEGATE HOMEOWNERS ASSOCIATION**

MISC 208 157  
Recorded In Above Book and Page  
03/21/2002 08:28:22 AM  
Luke Cooley  
Judge of Probate  
Houston County, Alabama

**ARTICLE I  
NAME**

The name of this non-profit association shall be: Stonegate Homeowners Association.

**ARTICLE II  
PURPOSE**

The purpose of this organization shall be in maintaining the character and long range value of the Stonegate Subdivision.

**ARTICLE III  
ACTIVITIES**

- A. Hold annual membership meetings.
- B. Assure all home and lot owners and/or tenants abide by the covenants and restrictions of the subdivision.
- C. Assure maintenance of the subdivision main entrance from Flowers Chapel Road.

**ARTICLE IV  
MEMBERSHIP**

- A. Membership is restricted to home and lot owners in the Stonegate Subdivision.
- B. The amount of dues shall be determined by the Board of Directors and approved by a simple majority of the membership.
- C. Membership dues shall cover the period of February 1 through January 31.
- D. No member may charge the association for any services rendered without prior approval from the Board of Directors.

**ARTICLE V  
BOARD OF DIRECTORS AND OFFICERS**

- A. The Board of Directors charged with the management of this association, shall consist of six (6) members including the president, vice-president, secretary, treasurer, maintenance coordinator, plus the immediate past president.
- B. The Board or any property owner is entitled to take action against any person violating or attempting to violate the covenants and restrictions of the subdivision.
- C. The Board shall meet twice a year. Additional meetings may be called by the president as needed.
- D. A quorum shall consist of four (4) Board members.
- E. The officers shall be president, vice president, secretary, and treasurer.
- F. The duration of an officer's term is two (2) years.
- G. Officers may serve more than one successive term.
- H. The duties of the Board members shall be as follows:
  - o **President** - Shall preside over all meetings of the Board and the general membership. Shall appoint all committee chairs with Board approval.
  - o **Vice-President**- Shall preside over any meeting at which the president is unable to be present. Shall perform other duties as may be assigned by the president.
  - o **Treasurer** - Shall receive and disburse the funds of the Association and keep up-to-date financial records. Shall present an annual written financial report to the Board.
  - o **Secretary** - Shall record minutes of all meetings. Shall keep and file all minutes and pass them on to his/her successor. Shall read the minutes at the Board and Membership meetings. Shall carry on correspondence as directed by the Board.
  - o **Maintenance Coordinator** - Shall be responsible for the upkeep and maintenance of the main entrance to the Sub-division. This includes, with Board approval, the solicitation of bids and the awarding of contracts for maintenance and upkeep.
- I. Board members may resign at any time by delivering written notice to the president or vice-president. Vacancies caused by resignation, death or removal of a Board member may be filled for the remaining term of that member by appointment of any Association member in good standing by



Page 3

the president with approval of the Board. If the position of president is vacated, the vice-president shall be automatically elevated to the position of president for the remaining term of the vacated position. The vacant vice-president position shall then be filled by the above procedure.

- J. Any Board member who repeatedly misses regularly scheduled meetings may be removed from office by a vote of Board members.
- K. No Board member shall incur any debts or pay any bills except as officially approved by the Board.

#### ARTICLE VI NOMINATIONS AND ELECTIONS

A. Nominations and elections for expired terms of existing Board of Directors positions shall be filled as follows:

1. A nominating committee consisting of one (1) Board member who is not seeking reelection and (2) general members shall be appointed by the Board. The committee shall place before the membership a ballot with names of members in good standing who have been nominated by the committee.
2. If the nominating committee is unsuccessful in obtaining eligible candidates, the Board of Directors shall solicit nominations from the members present at the annual general membership meeting of those willing to serve as officers of the association. Each nominated member must be eligible and willing to serve in the best interest of the association.

- B. The voting shall take place at the annual membership meeting.
- C. Board members are elected by a simple majority of the members present.

#### ARTICLE VII MEETINGS

- A. The annual meeting of the membership shall be held during January on a date determined by the Board of Directors.
- B. Board members shall meet twice a year at another time and place mutually agreed upon.
- C. A quorum at the general meeting shall consist of a majority of the members present.

Page 4

- D. Additional general membership meetings may be called by the Board when deemed necessary.

**ARTICLE VIII  
COMMITTEES**

- A. Special committees may be created by the Board as needed. The president shall appoint the chair with Board approval.

**ARTICLE IX  
PROCEDURE FOR AMENDING THE BY-LAWS**

- A. Changes to the By-laws may be recommended to the Board in writing by any member in good standing prior to any general membership or Board meeting.
- B. The By-laws may be amended by a majority of membership in attendance and voting at a general membership meeting.

**ARTICLE X  
DISSOLUTION OF THE ASSOCIATION**

On dissolution of the association (whether voluntary or involuntary), the net assets shall be distributed as determined by the association.

Approved by vote of the membership this day the 20th of May 1996, and amended on 22nd of November, 2000 and further amended by the membership on the 14th of January 2002.

**AMENDED  
RESTRICTIONS FOR STONEGATE SUBDIVISION**

**STATE OF ALABAMA**

**HOUSTON COUNTY**

**PART A - PREAMBLE**

This indenture made and entered into by and between Stonegate Homeowners Association, a non-profit organization of Stonegate homeowners in Stonegate Subdivision, a subdivision in the City of Dothan, Houston County, Alabama, Witnesseth:

WHEREAS, STONEGATE DEVELOPERS, a general partnership, has had platted and subdivided into lots and streets as shown by the plat of said land recorded in Plat Book 8, page 111, in the office of the Judge of Probate of Houston County, Alabama, and desires to place certain restrictions on the use of said property as to size of dwelling, and other related matters, and in order to properly restrict said property, Stonegate Homeowners Association, do hereby covenant and agree as follows:

**PART B - AREA OF APPLICATION**

**B-1 Fully Protected Residential Area:** The residential area covenants in Part C in their entirety shall apply to the entire subdivision.

**PART C - RESIDENTIAL AREA COVENANTS:**

**C-1 Land Use and Building Type:** No lot shall be used except for residential purposes. No Building shall be erected, altered, placed or permitted to remain on any lot other than two and one-half stories in height. **No visible business or business activity shall be carried on or upon any lot at any time.** For structures other than main building, refer to C-2, C-7 and C-10.

**C-2 Architectural Control:** No main Building, storage building, cabana, swimming pool, fences, walls, TV satellite dishes (except dishes 18 inches or less in diameter), basketball goals, clotheslines, or any other structures shall be erected, placed, or altered on any lot in the subdivision until the plans, material specifications and plot plan showing the location and design of such buildings or structures have been expressly approved to conformity and harmony of external design and location with existing structures in the subdivision and as to location of the buildings or other structures in respect to topography and finished ground elevation by the Board of Directors.

Approval or disapproval by the Board of Directors as required in these covenants shall be in writing. In the event that the Board of Directors fail to approve or disapprove within thirty days after plans and specifications have been submitted to them, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

- C-3 Size and Quality:** It is the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded. The heated and cooled area of the main structure, exclusive of porches and garages shall not be less than 2000 square feet.
- C-4 Building Location:** No building shall be located on any lot nearer than 35 feet to the front lot line, 35 feet to any side street line, 15 feet to any interior lot line, or 40 feet to any rear lot line. For the purpose of this covenant, eaves, steps and fireplace chases shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building or lot to encroach upon another lot.
- C-5 Easements:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
- C-6 Nuisance:** No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.
- C-7 Temporary Buildings:** No building materials or temporary buildings of any kind or character shall be placed or stored on the property until the owner is ready to commence improvements, and then such material or temporary building shall be placed within the property line of the lot or parcel of land upon which the improvements are to be erected and shall not be placed in the streets or between the street and the property lines; and any such temporary building or structure of any kind shall not be used for other than construction purposes; and expressly, such temporary structure or buildings shall not be used for residential or sales office purposes either during construction or thereafter, and shall be removed immediately upon completion of construction or within one year after such material or temporary building was placed thereon, whichever is sooner.
- C-8 Signs:** No signs of any kind shall be displayed to the

public view on any lot except on a professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or one sign used by the builder and one sign used by a realtor to advertise the property during the construction and sales period.

**C-9 Walls and Fencing:** No fence or wall shall be erected or placed upon any lot unless the same shall be constructed of wood or masonry or equivalent. All supports and framing must be on the inside of the structure with smooth side facing neighboring properties. In no case shall the fence or wall extend forward beyond the back corner of main dwelling nor be over six (6) feet tall. The design, construction, and location of such fence or wall shall be expressly approved by the Board of Directors. Exceptions can be granted by the Board of Directors.

**C-10 Separate Buildings:** No building or structure separate from the main structure shall be erected or placed upon any lot unless the same shall be constructed with the same kind of materials and workmanship as used in the main dwelling; must not extend forward beyond the back corner of the main building, or be located nearer than 10 feet to any interior lot line; and the design, construction, and location of such building shall be expressly approved by the Board of Directors.

**C-11 Satellite Dishes and Antennas:** No towers, conductors, converters, satellite dishes except dishes 18 inches or less in diameter, or other facilities or equipment for the reception of audio or video broadcasts directly from satellites or otherwise shall be maintained on any lot unless the same shall be located directly behind the main dwelling inside a privacy fence and the structure not to exceed eleven (11) feet tall; and the design, construction, and location of such structure shall be approved in writing by the Board of Directors. No antennas shall be erected or maintained on any lot without the prior written approval of the Board of Directors.

**C-12 Animals:** No animals except domestic household pets shall be permitted in the subdivision. No pets of any kind shall be allowed to run loose in the subdivision. No animals may be bred in, or on the property for commercial purposes.

**C-13 Disposal of Refuse:** No garbage, trash, ashes, refuse, inoperative vehicles that have been inoperative for more than 30 days or other waste shall be thrown, or dumped on any lot or street in the subdivision or permitted to

remain upon any such place. All incinerators or other equipment for the storage of, or disposal of such material shall be kept in a clean and sanitary condition. Regular trash and debris to be picked up by the City must be placed above the curb and not on the street.

**C-14 Sight Distance at Intersections:** No fence, wall, edge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway section of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such lines.

**C-15 Drying of Laundry:** No structures or apparatus may be constructed for the outdoor drying of laundry or wash except such structure or apparatus that is enclosed in such a way that it is not visible to the public or adjoining lot owners from a distance greater than twenty-five (25) feet.

**C-16 Excavations:** No excavations, except such as is necessary for the construction of improvements, shall be permitted.

**C-17 House and Travel Trailers:** Travel trailers shall not be used as a permanent residence while parked on any lot in the subdivision, nor used as a temporary or permanent residence while parked on any street in the subdivision, nor parked permanently on any street in the subdivision. Travel trailers that are or become unsightly, as determined by the Board of Directors, must be hidden from view of the public, or adjoining lot owners. No house trailers shall be permitted to remain within the limits of this subdivision.

**C-18 Oil and Mining Operations:** No oil drilling, oil development operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

**C-19 Vehicles & Parking:** No boat, trailer, camper, recreational vehicle, commercial vehicle, or any other non-passenger vehicle larger than 3/4 ton may be stored in open view on residential property for longer than a 24-hour period. Twenty-four hours is considered sufficient time to prepare the vehicle for storage and trip.

All passenger vehicles parked in open view and not in a garage must be operable, may not be unsightly, and must be driven on a regular basis.

No vehicle may be parked on any yard.

As a general rule, parking of vehicles on the street is prohibited. Temporary parking is allowed if not a nuisance to neighbors or impediment to traffic flow. Homeowners are responsible for guest parking and must ensure that guests park in a safe manner and do not impede access to other driveways and traffic.

~~PART D - ARCHITECTURAL CONTROL COMMITTEE-----DELETED----~~

**PART E - GENERAL PROVISION:**

- E-1 Term of Restrictions:** These covenants and restrictions are to run with the land, and shall be part of all deeds and contracts or conveyances of any and all lots in this subdivision and shall be binding on all parties and all persons claiming under them until December 31, 2023, at which time said covenants and restrictions shall terminate. They may be extended for additional successive period of ten years by written and recorded agreement of a majority of the record owners on December 31, 2023, and each successive ten year anniversary date thereafter.
- E-2 Proceedings Against Violators:** If any owner, tenant, or occupant of this subdivision shall violate or attempt to violate any of these covenants and restrictions while in force and effect, it shall be lawful for any other person or persons having any ownership interest in any other lot in the subdivision to prosecute any proceedings at law or in equity against any person violating or attempting to violate such covenants and restrictions and either to prevent them from doing so or to recover damages for such violations. In no event and under no circumstances shall a violator of any covenant or restriction herein contained work a forfeiture of reverter to title.
- E-3 Invalidation of any Covenants:** Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.
- E-4 Attorney Fees and Court Costs:** If the party attempting to enforce these restrictions shall prevail in any proceeding at law or at equity, such party shall be entitled to recover reasonable attorney fees and court

costs, which will be assessed against the party which is found to be in violation of such restrictions.

**E-5 Abatement or Removal of Violations:** Violation of any restrictions or covenant, except such violations as have been waived by failure to take action as provided in paragraph 2 herein, shall give Stonegate Homeowners Association, or its duly designated representative, the right to enter upon the property where such violations exist and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed as trespass.

**E-6 Deed Restrictions:** Stonegate Homeowners Association, a non-profit organization of Stonegate homeowners in Stonegate subdivision, its successor, or its designated representative, may make other restrictions applicable to each homesite by appropriate provisions in the contract for deed or in any deed without otherwise modifying the the general plan herein outlined, and such other restrictions shall inure to the benefit of other owners of homesites in the subdivision and shall bind the grantees and their respective heirs, successors, or transferees in the same manner as though they had been expressed herein.

**E-7 Association Membership and Dues:** Effective January 14, 2002, all persons owning property in Stonegate Subdivision shall be required to join and maintain membership in the Stonegate Homeowners Association, and pay annual dues as voted and approved annually by the membership. Failure to pay required dues shall result in a lien being placed upon the property.

For the purpose of this section, the meaning of "owning property" includes: the purchase of any lot, new construction; or the purchase of any existing residence from a current Association member or current grandfathered non-member.

Done this the 14th day of January 2002.

STONEGATE HOMEOWNERS ASSOCIATION

By: Ethel Lloyd  
Ethel Lloyd, President  
119 Cobblestone ST.  
Dothan, AL 36305

(14.8)

Recording Fee	36.00
TOTAL	36.00