

Declaration of Covenants, Conditions and Restrictions

For

STONEGATE ESTATES SUBDIVISION
FLORENCE, ALABAMA

RLPY 2014 41476
Recorded In Above Book and Page
10/30/2014 11:57:22 AM
James E. Hall, II
Probate Judge
Lauderdale County, AL

Trademark Development, LLC, as the initial owner, and future owners of the property shown on the map and plat prepared by Price and Rider Engineering, and known and designated as Stonegate Estates, located in Lauderdale County, Alabama and shown on Plat Book Number 7 Page Number 273 hereby impose on all the lots provided in said plat the following covenants and building restrictions, including all modifications.

Every owner of a lot will be a member of Stonegate Estates Home Owners' Association. Fees, dues, assessments in the amount of Five Hundred Dollars and NO/100 (\$500.00) and other obligations of members of the Stonegate Estates Home Owners' Association shall be set forth full in the Articles of Incorporation and Bylaws of the Stonegate Estates Home Owners' Association.

- I. LAND USE AND BUILDING TYPE: No lot or part thereof shall be occupied, used or maintained except as a one family residential dwelling primarily devoted to and used as a residence. No lot may be altered except to increase the lot in size.

- II. EXTERIOR MAINTENANCE
Stonegate Estates Home Owners' Association, will provide maintenance to Common Areas as follows:
 - a. All signs
 - b. All fences and/or walls in common areas
 - c. Irrigation system in common areas
 - d. All electrical and lighting systems in common areas
 - e. All landscaping in common areas to include mowing, edging, trimming, chemical treatment and includes upkeep of all right-of-ways and easements adjacent to common areas.
 - f. Trademark Development, LLC, will not provide maintenance for individually owned lots.
 - g. In the event that damages to any common area is caused by or arises out of any willful or negligent act of an owner, members of his/her family, or his/her guests, the cost of such repair or replacement shall be paid in full by that owner.
 - h. In the event a property owner fails to maintain, restore and repair the property in a satisfactory manner, Stonegate Estates Home Owners' Association shall have the right, but not the obligation, through its contractors, agents and employees, to enter said property and to make the necessary repairs. The cost of such maintenance shall be the responsibility of the owner and a suit for specific

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performance costs may be filed to collect reimbursement of all costs, including reasonable attorney fees.

III. CONSTRUCTION, DWELLING QUALITY AND SIZE:

Minimum square footage as follows:

Lots 1 - 7

All houses shall have a minimum square footage of 3,000 square feet of heated and cooled living space, excluding basements, porches, decks, patios, attached garages and carports.

Lots 8-23

All houses shall have a minimum square footage of 3,500 square feet of heated and cooled living space, excluding basements, porches, decks, patios, attached garages and carports.

Lots 24 -30

All houses shall have a minimum square footage of 3,000 square feet of heated and cooled living space basements, porches, breezeways and attached garages are not included in the minimum square footage.

Construction of any house or building must be fully completed within 12 months of the commencement of construction and no unfinished home may be occupied. The visible surface of the foundation of any structure must be covered with the same brick as the residence. The exterior of any structure must be at least 80% masonry. All homes/buildings must have good quality workmanship and materials. All outbuildings and detached garages, permissible for the storage of not more than three cars, are to be constructed from the same materials as the main structure.

No construction of any building shall be commenced until the party proposing to undertake such construction shall have obtained all construction and work permits necessary from all governmental agencies having jurisdiction over any aspect of such construction.

To maintain Stonegate Estates as a pleasant and desirable environment, to establish and preserve a harmonious design for the subdivision and to protect and promote the value of the property; no home building, gazebo fence, garage, or any other structure or improvement or addition of any kind shall be erected, placed, attached to or altered until the proposed plans, specifications, exterior color and finish, plat plan (showing proposed location of such home, building or structure, drives and parking area), building height and grading, and drainage plans shall have been approved in writing by the Architectural Review Committee prior to the commencement of construction.

IV. BUILDING LOCATION

A. Setback Lines

Setback lines shall be subject to applicable Zoning ordinances. The front set back line is 75 feet from the front set back line; the rear set back line is 30 feet from the rear set back line; and the side set back line is 20 feet from the side set back line. However, in no case shall such setback lines be less than as shown on the recorded plat or plats of such property.

B. ALL LOTS

The location of the buildings on all lots shall be as herein provided and in no event shall any dwelling be erected or any lot used in violation of the R-1 requirements as set forth in the Municipal Code of the Town of St. Florian, Alabama.

Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on lots shown on recorded plat. The granting of this easement or right of access shall not prevent the use of the area by the owner for any permitted purpose except for building.

THE ARCHITECTURAL AND DESIGN REVIEW COMMITTEE

The Architectural and Design Review Committee shall be composed of three (3) individuals designated by the Stonegate Estates Home Owners' Association.

Two copies of all plans and related data shall be submitted to the Architectural Review Committee. Disapproved plans and related data shall be accompanied by a reasonable statement of items found unacceptable. In the event approval of such plans is not granted or denied within thirty (30) days following receipt by the Architectural Review Committee of the written request for approval, the provisions of this section shall be waived. Refusal or approvals of plans, site location, building height, or specification may be based by the Architectural Review Committee upon any ground which is consistent with the objectives of these covenants, including purely aesthetic considerations, so long as such ground is not arbitrary or capricious.

The Architectural and design review shall be directed toward obtaining the following objectives:

- A. Preventing excessive or unsightly grading, indiscriminate earth moving or clearing or property, removal of trees and vegetation which could cause disruptions of natural water courses or sear natural land forms.

- B. Insuring that the architectural design of structures and their materials and colors are visually harmonious with the overall appearance of lands owned by the Developer and others.
- C. Insuring that any development, structure or landscaping complies with the provisions of these covenants.
- D. Landscaping: All lots, at a minimum, shall be sodded across the front, both sides and 30 feet from dwelling on rear of property. Dwelling shall be landscaped within two (2) months of receiving a Certificate of Occupancy from the Town of St. Florian, Alabama. Landscaping plans shall include the addition of five (5) trees on the Lot, three (3) in front and two (2) in rear. **Said trees shall have a two and half (2 1/2) to three (3) inch caliper at the base.**
- E. Exterior Finish: All exterior finishes must be approved by the Architectural Review Committee prior to construction.
- F. Roofing: All asphalt roofing material shall be architectural shingled only. All other roofing material shall be approved by the Stonegate Estates Home Owners' Association. No turbines of any kind shall be allowed on the roof of any dwelling. A minimum roof pitch of 9 in 12 is required. Roofing of less pitch shall be allowed only in minor areas not to exceed 20% of total roofing area or as may be approved by the Architectural Review Committee. All appurtenant roofs shall be of same materials and colors as the main structure.
- G. Driveway/Parking: All homes must have a driveway of a permanent nature, constructed of concrete or brick paver. All driveways must be completed at the time of completion of main dwelling structure and must be designed in a fashion to accommodate cars for both owners and guests. Entryways on lots which may front on two streets shall require Architectural Review Committee approval.
- H. Exterior Lighting: Exterior lighting of homes or landscaping shall be in character and keeping with the general subdivision. Yard lighting shall be directed downward and away from adjacent property.
- I. Mailboxes/Newspaper Boxes: The design of all mail and/newspaper boxes must be approved by the Architectural Review Committee.
- J. Outdoor equipment: All garbage and trash containers, bottled gas tanks, swimming pool equipment and housing, HVAC units, sprinkler pumps and other outdoor equipment must be placed at a site or screened as to not be readily visible from any adjacent street or property. Adequate landscaping shall be installed around these facilities and maintained by the owner.

- K. Sidewalk: Each owner shall be responsible for constructing, at owner's sole expense, a concrete sidewalk along the entire road frontage of said owner's lot. The location and specifications of said sidewalk shall be established by the Developer and reviewed by the Architectural Review Committee.
- L. Trucks, Commercial Vehicles, Recreational Vehicles, Boats, Campers and Trailers and Utility or Recreational Trailers: No commercial truck, commercial vehicle, or equipment shall be permitted to be parked or to be stored at any place on the property. This prohibition on parking shall not apply to temporary parking of trucks and commercial vehicles used for short time pick up and delivery. No boat, boat trailer, or other trailer of any kind, camper, mobile home, motor home, or disabled vehicles shall be permitted to be parked or stored unless fully enclosed inside a structure. None of the aforementioned vehicles shall be used as a domicile or residence, either permanent or temporary. Motor homes, travel trailers, campers, boats and recreational or utility trailers are not to be parked on the streets. Owners may park in private driveways for a period of time not to exceed 24 hours for loading and off loading.
- M. Signs: No signs, free standing or otherwise installed, shall be erected or displayed in or on any lot or structure, except for a realtor, "for sale by owner", and builder signs. The maximum number of signs that are permitted on a lot is two (2), one in front and one in back. If new construction, the builder and the realtor may place one sign each at the front and at the back of the house. All signs must be staked in the ground.
- N. Animal Control: Commonly accepted household pets such as dogs, cats and pet birds may be kept in reasonable numbers, provided that they are not kept, bred or maintained for any commercial purpose. Any outside dogs or cats must be contained on the owner's property or on a leash. No chronic barking dogs will be allowed in the subdivision. The main purpose and intention of this restriction is to maintain the quiet and peace of the subdivision and for the safety of residents in the subdivision. All City Leash Laws apply.
- O. Fences: No fencing in excess of six (6) feet in height shall be allowed on any lot. No chain link fences shall be allowed on any lot. All fences, hedges, or ornamental structures must be approved in writing by the Architectural Review Committee prior to construction thereof. Fencing for any Lot is to be located at the rear and sides of any residence and at no time will be allowed in the front yard of any dwelling. Fencing allowed is limited to those styles approved by the Architectural Review Committee and as described in Addendums 1 and 2 of these Covenants. As provided for herein, both wooden fencing and metal fencing choices are permitted; however, wooden fencing is permitted to extend to the Lot Lines of a dwelling, while metal fencing shall not be erected closer than five (5) feet of side and rear Lot Lines. Prior to construction, all fences (both type and location) shall be approved by the Architectural Review Committee. No chain

- link or similar fencing, vinyl or fiberglass fencing of any kind, including that for animal kennels, will be allowed on any Lot.
- P. Bird Baths and Statuary: No bird baths or statuary will be permitted on front lawns (ground covered with grass that is mowed regularly). Front lawn areas will be kept clean and neat. No basketball goals may be located nearer the street than the side of the house.
- Q. At no time shall any vehicle, whether operable or inoperable, be parked on lawns or vacant lots.
- R. Satellite and antennas: No exterior antennas, antenna poles, antenna masks, towers or other such apparatus shall be permitted. Satellite dishes shall be located at the rear of the house in an inconspicuous location and shall be screened from the view of the front street.
- S. No parking of any kind shall be allowed on the common grounds or undeveloped lots of the subdivision.
- T. All awnings, canopies, shutters, patio covers, etc. must be approved in writing by the Architectural Review Committee. No wall or window air conditioning units shall be allowed.
- U. Garbage and Refuse: No lumber, metals, or bulk materials shall be kept, stored or allowed to accumulate on any lot within the property, except building materials during the course of construction. No refuse or trash shall be kept, stored or allowed to accumulate except between scheduled pick-ups. Builders must provide dumpsters on the property during construction and reasonable clean-up shall be completed upon the construction site on a daily basis by builders and sub-contractors.
- V. Pools and pool enclosures: All pools, pool enclosures, spas or Jacuzzis must be designed to compliment the architectural components of the dwelling. No above ground pools shall be installed on any lot. All pools, pool enclosures, spas and Jacuzzis and equipment must be approved by the Architectural Review Committee in writing prior to construction.
- W. Roads/Streets: Developer has constructed all roads shown on the plat and hereby dedicates to the Stonegate Estates Home Owners' Association and shall be for public use as roads. It remains the responsibility of the Stonegate Estates Home Owners' Association to maintain and upkeep roads/streets.
- X. Option of Developer/Property Owners to purchase: In the event the dwelling on any Lot is wholly or partially destroyed by fire, flood or any other cause or casualty and the Owner thereof does not rebuild or restore the same to like good order and condition as existed prior to such total or partial destruction within six

months of such destruction, then the Stonegate Estates Home Owners' Association will have the right and option to purchase such lot at fair market value thereof as fixed and determined by the average of three appraisals in writing, one by each of three licensed real estate brokers or appraisers licensed to do business in Lauderdale County, Alabama. If the Developer or Property Owners' Association does not exercise the option, then any other lot owner in the subdivision may do so on a first come basis.

TERMS OF RESTRICTIONS AND AMENDMENTS:

The protective covenants and restrictions of this Declaration shall run with and bind the land and shall be binding on all persons claiming under them for a period of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five (75%) of property owners. Any amendment must be recorded in the office of the Judge of Probate of Lauderdale County, Alabama.

VIOLATIONS:

If any person or entity shall violate any of the protective covenants or restrictions herein, it shall be lawful for any person or persons owning property in this subdivision to prosecute any proceedings at law or in equity against the persons or person violating any such protective covenants or restrictions to prevent any such violation or attempted violation or recover damages for same. The property owner found by the Courts to violate these covenants or restrictions will be obligated to pay the attorney fees of the parties filing the legal action.

If a property owner is not in compliance with the Covenants and Restrictions of Stonegate Estates, the property owner will first receive a verbal communication as to the nature of the non-compliance.

If the non-compliance is not corrected within 15 days of the verbal communication, there will be a written warning.

If the non-compliance or violation is not corrected within 15 days of the written warning, a fine of \$100.00 will be imposed.

If the correction is still not made within 45 days of the verbal communication, a \$250.00 fine will be imposed. Should the fines be ignored and violations continue, appropriate legal action may be taken against the person or persons violating the covenants and restrictions. The non-compliant property owner shall be held responsible for all legal and court fees.

SEVERABILITY:

Invalidation of any one of these protective covenants or restrictions by judgment or Court shall in no way effect any of the other provisions which shall remain in full force and effect.

MISCELLANEOUS:

If there is a conflict between these Protective Covenants and the subdivision plat, the plat will override these covenants.

Executed this 28 day of October 2014.

Trademark Development, LLC

Wade Gilchrist
Wade Gilchrist, Member

Joseph White
Joseph White, Member

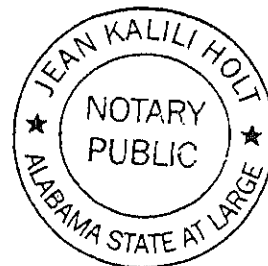
State of Alabama
Lauderdale County

I, the undersigned authority, a Notary Public in and for said county and in said State, hereby certify that Wade Gilchrist and Joseph White, whose names as Members of Trademark Development, LLC, is signed to the foregoing Declaration of Covenants Conditions, and Restrictions and are known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing, they in capacity as members and full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 28 day of October, 2014.

Jean Kalili Holt
Notary Public

JEAN KALILI HOLT
My Commission Expires: MY COMMISSION EXPIRES JAN. 24, 2015.



ADDENDUM ONE, RESTRICTIONS FOR WOODEN FENCING

All wooden fencing to be erected on any Lot in Stonegate Estates shall be constructed of cedar in a shadowbox design with arched tops. The height shall not exceed six (6) feet, boards will be a minimum of six (6) inches wide, posts will be six inches by six inches (6 X 6) pressure treated wood and sections will be no longer than eight (8) feet (post to post). Fences should follow the contour of the terrain and may have single entry or double gates of the same or decorative design. The stain color will be semi-transparent, of Pittsburg Paints Color 708 (Walnut) or like color as approved by the Architectural Review Committee.

ADDENDUM TWO, RESTRICTIONS FOR METAL FENCING

All metal fencing to be erected on any Lot in Stonegate Estates shall be constructed of aluminum or wrought iron metal. The height shall not exceed six (6) feet. Sections of fencing will not exceed eight (8) feet (post to post). The color will be black, or a like neutral color, as approved in writing by the Architectural Review Committee. Posts of metal will be in keeping with the fence selection (metal type and style), or may be decorative, using stone or brick, as approved by the Architectural Review Committee. Stone or brick decorative posts will not exceed 18 inches square. Gates may be single entry or double gates of the same or decorative design.

ARTICLES OF INCORPORATION

OF

STONEGATE ESTATES HOMEOWNERS ASSOCIATION, INC.

For the purpose of forming a non-profit corporation under and pursuant to the laws of Alabama, and in compliance with the requirements of Sections 10-3A-1 through 10/3A-225. The undersigned hereby adopts the following Articles of Incorporation:

ARTICLE I.

Name

The name of the non-profit Corporation is: STONEGATE ESTATES HOMEOWNERS ASSOCIATION, INC.

ARTICLE II.

Duration

The duration of the corporation is perpetual, unless otherwise stated.

ARTICLE III.

Purpose of Corporation

STONEGATE ESTATES HOMEOWNERS ASSOCIATION, Inc. (hereinafter "Association") will be made up of the owners of lots known as STONEGATE ESTATES. At the time these Articles are recorded, the subdivision plat for STONEGATE ESTATES, and Declaration of Covenants, Conditions and Restrictions have been recorded. All lots in this subdivision will be subject to this Homeowners Association. This Association is not formed for pecuniary gain or profit to any member and the specific purposes for which this Association is formed are: to provide the maintenance, preservation and architectural control of the homes and common areas within the jurisdiction of this Association and is furtherance of this purpose to:

1. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions hereinafter called the "Declaration", applicable to the property and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, and as the same may be amended from time to time as therein provided. The Declaration is incorporated herein as if completely restated;
2. Fix, levy, collect and enforce payment by any lawful means, all charges or

Articles of Incorporation of
STONEGATE ESTATES HOMEOWNERS ASSOCIATION, INC.

- assessments and liens pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incidental to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
3. Acquire, own, (including all common areas of the subdivision), hold, improve, build upon, operate, maintain, convey, sell, lease transfer, dedicate for public uses or otherwise dispose of real or personal property in connection with the affairs of the Association;
 4. Borrow money, and with the assent of a majority of the members, mortgage, or pledge, any or all of its real or personal property as security for money borrowed or debts incurred;
 5. Dedicate, sell or transfer all or any part of any common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by a majority of the members, agreeing to such dedication, sale or transfer;
 6. Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and common area, provided that any such merger, consolidation, or annexation shall have the assent of a majority of the members;
 7. Have and to exercise any and all powers, rights, and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Alabama law now or hereinafter may have or exercise.

ARTICLE IV.

Membership and Voting Rights

Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The Association shall have one class of voting membership:

1. Class A: Class A members shall be all Owners shall be entitled to one vote for each Lot Owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine among themselves, but in no event shall more than one vote be cast with respect to any one Lot.

Articles of Incorporation of
STONEGATE ESTATES HOMEOWNERS ASSOCIATION, INC.

ARTICLE V.

Initial Registered Office and Agent

The Association's initial registered office and mailing address shall be 110 Pinebrook Drive, Florence, Alabama 35633. The registered agent at said address shall be Joseph White.

ARTICLE VI.

Directors

The internal affairs of the Association shall initially be managed by a Board of Directors. The number of directors constituting the initial Board of Directors of the Corporation is four (4) and the names and addresses of the first directors of the Corporation who are to serve as directors until the first annual meeting of directors or until their successors are elected and shall qualify, as follows:

Heather White
100 Pinebrook Drive
Florence, Alabama 35633

Josh Sutherland
100 Pinebrook Drive
Florence, Alabama 35633

Emily Taylor
100 Pinebrook Drive
Florence, Alabama 355633

Joseph White
100 Pinebrook Drive
Florence, Alabama 35633

1. The Directors shall have the authority to adopt such rules, by-laws, and regulation for the governing of the Association as they may deem necessary to expedient.
2. The business and affairs of the Association shall be under the management and control of a Board of Directors. In the event of the death or resignation of a director, or the refusal of a person elected a director to accept this election as such, or to otherwise qualify as such, the remaining directors shall hold office for a period of one (1) year, or until their respective successors are duly elected and qualified.

Articles of Incorporation of
STONEGATE ESTATES HOMEOWNERS ASSOCIATION, INC.

3. The dates on which the Director's annual meeting shall be held, the terms of office of the officers, and the power and duties of the officers, shall be fixed by the by-laws of the Association. Other officers than those named herein may be created by the by-laws and filled by the Board of Directors. The directors shall have power to make by-laws for the regulation and government of the Association, its agents and officers, and for all other purposes not inconstant with the constitution and laws of the State of Alabama.
4. The Association reserves the right to amend, alter, modify, change, or repeal any provision contained in these Articles of Incorporation in the manner now or hereinafter provided by law, and all rights conferred upon the officers and directors herein are granted subject to this reservation.
5. The directors shall have the right, at any regular or special meeting, to remove a director, with or without cause, and shall have the right at the same meeting to fill any vacancy created by such removal.

ARTICLE VII

Incorporator

The name and address of the incorporator is as follows:

Heather White
100 Pinebrook Drive
Florence, Alabama 35633

Josh Sutherland
100 Pinebrook Drive
Florence, Alabama 35633

Emily Taylor
100 Pinebrook Drive
Florence, Alabama 355633

Joseph White
100 Pinebrook Drive
Florence, Alabama 35633

Articles of Incorporation of
STONEGATE ESTATES HOMEOWNERS ASSOCIATION, INC.

ARTICLE VIII.

Officers

The names and addresses of the officers of the Association chosen until another vote is taken at the first annual meeting, and the office to which they have been chosen are as follows:

President: Joseph White, 100 Pinebrook Drive, Florence, Alabama 35633
Vice-President: Josh Sutherland, 100 Pinebrook Drive, Florence, Alabama 35633
Secretary: Emily Taylor, 100 Pinebrook Drive, Florence, Alabama 35633
Treasurer: Heather White, 100 Pinebrook Drive, Florence, Alabama 35633

ARTICLE IX.

Amendments

Amendment of these Articles shall require the written consent of seventy-five percent (75%) of the votes of the entire membership of the Association which Amendment shall be recorded in the Office of the Judge of Probate of Lauderdale County, Alabama.

ARTICLE X.

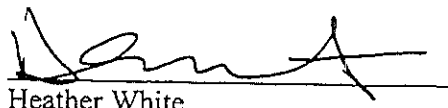
Dissolution

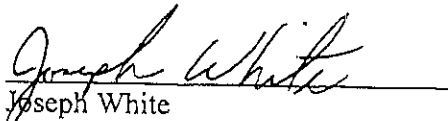
The Association may be dissolved with the consent given in writing and signed by not less than three-fourths (3/4) of the votes of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

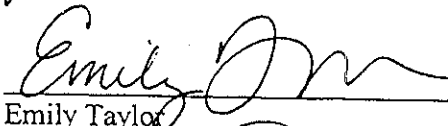
For the purpose of forming this non-profit corporation under the laws of the State of Alabama, the undersigned has executed these Articles of Incorporation on this the 24th day of October, 2014.

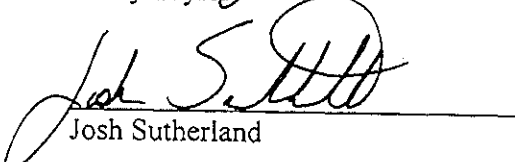
Articles of Incorporation of
STONE GATE ESTATES HOMEOWNERS ASSOCIATION, INC.

INCORPORATORS:


Heather White


Joseph White


Emily Taylor


Josh Sutherland

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that Heather White whose name is signed to the foregoing Articles of Incorporation and who is known to me, acknowledged before me on this day, that being informed of the content of the foregoing, in her capacity as Incorporator and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 24th day of October, 2014.

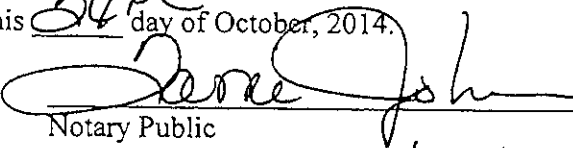

Notary Public
My Commission Expires: 7/22/15

Articles of Incorporation of
STONEGATE ESTATES HOMEOWNERS ASSOCIATION, INC.

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that Joseph White whose name is signed to the foregoing Articles of Incorporation and who is known to me, acknowledged before me on this day, that being informed of the content of the foregoing, in his capacity as Incorporator and with full authority, executed the same voluntarily for and as the act of said corporation.

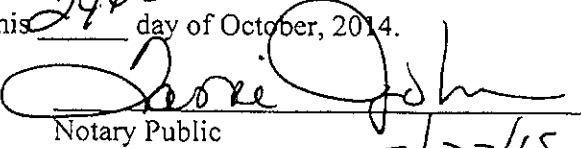
Given under my hand and official seal, this 24th day of October, 2014.

Notary Public

My Commission Expires: 7/22/15

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that Josh Sutherland whose name is signed to the foregoing Articles of Incorporation and who is known to me, acknowledged before me on this day, that being informed of the content of the foregoing, in his capacity as Incorporator and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 24th day of October, 2014.

Notary Public

My Commission Expires: 7/22/15



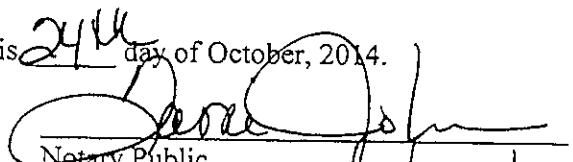
Articles of Incorporation of
STONEGATE ESTATES HOMEOWNERS ASSOCIATION, INC.

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that Emily Taylor whose name is signed to the foregoing Articles of Incorporation and who is known to me, acknowledged before me on this day, that being informed of the content of the foregoing, in her capacity as Incorporator and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 24th day of October, 2014.


Notary Public
My Commission Expires: 7/22/15



THIS INSTRUMENT PREPARED BY:

Randy Winborn
4050 Helton Drive, Ste. 2112
Florence, Alabama 35630
Ph#: (256) 764-0582
Fax#: (256) 764-0515
jrwinborn@yahoo.com

JIM BENNETT
SECRETARY OF STATE

ALABAMA STATE CAPITOL
MONTGOMERY, AL 36130

STATE OF ALABAMA

I, Jim Bennett, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, *Code of Alabama 1975*, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

Stonegate Estates Homeowners Association, Inc.

This name reservation is for the exclusive use of Wade Gilchrist, 100 Pinebrook Dr., Florence, AL 35630 for a period of one year beginning October 24, 2014 and expiring October 24, 2015.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the City of Montgomery, on this day.



October 24, 2014
Date

Jim Bennett Secretary of State

RES671469