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STONE CREST GOLF COMMUNITY MASTER DECLARATION

COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE STONE CREST GOLF COMMUNITY

And the By-Laws for the STONE CREST GOLF COMMUNITY HOMEOWNERS ASSOCIATION, INC. An Indiana Non-Profit Corporation

This Declaration (hereinafter referred to as the "Declaration" or the "Master Declaration") is made by LIMESTONE VENTURES, LLC, which shall hereinafter be referred to as "Developer" or as "Declarant" and Limestone Ventures, LLC is also the owner of the real estate subjected to this Declaration (the "Fee Owner"). The real estate which is the subject of this Declaration is located in Lawrence County, Indiana, and is more particularly described in "Exhibit 1." attached hereto and incorporated herein by reference (hereinafter referred to as the "Real Estate").

Declarant desires to provide for the preservation and enhancement of the value of property in the Stone Crest Golf Community and its common areas, and, to this end, Declarant subjects the Real Estate to certain rights, privileges, covenants, restrictions, easements, assessments, charges and liens, as provided in this Declaration, for the benefit of the Stone Crest Golf Community and each owner of all or any part thereof.

Declarant has caused, or will cause, to be incorporated under the laws of the State of Indiana a non-profit corporation under the name the "Stone Crest Golf Community Homeowners Association", or a similar name (hereinafter sometimes referred to as the "Corporation" or the "Association"), which shall own, maintain and administer the common areas located within the Real Estate, administer and enforce the covenants and restrictions contained in this Declaration, collect and disburse the funds of the Association, and promote the best interests of the community on behalf of the owners of the Real Estate.

This document shall be commonly known as Stone Crest Golf Community Master Declaration, and it shall establish the covenants and conditions for the entire Stone Crest Golf Community as well as the By-laws for the Stone Crest Golf Community Homeowners Association. Separate declarations may be recorded for one or more residential subdivisions, including declarations of horizontal property regime (HPRs) for condominiums, and Owners within each subdivision will also be members of the association developed for their subdivision.

Declarant hereby declares that the Real Estate, and any additional real estate which is hereafter made subject to this Declaration by supplemental

declaration, is and shall be held, transferred, sold, encumbered, leased, used, improved and occupied subject to the provisions, covenants, restrictions, easements, assessments and liens hereinafter set forth, all of which are declared to be in furtherance of a plan for the preservation and enhancement of the Real Estate and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Real Estate as a whole and of each of the Lots and Units situated therein.

NOTICE 1:

Prior to application for an improvement location permit from the appropriate governmental agency for the construction of a residence or other structure, site plans, landscaping plans and building plans shall have been approved in writing by the Stone Crest Golf Community as defined in Article 10 of this Declaration. Such approval shall include but not be limited to: building design, color and location, private drives, tree preservation, and proposed landscaping and fencing, all in accordance with the requirements of the Stone Crest Golf Community Design Guidelines.

NOTICE 2:

All neighborhood guidelines of separate declarations, including declarations of horizontal property regimes (HRPs) for condominiums; designs and plans for commercial areas, churches or for any construction whatsoever within the real estate shall first be approved in writing by the Stone Crest Golf Community New Construction Committee as defined in Article 10 of this Declaration. Such approval shall include but not be limited to: building design, color and location, private drives, tree preservation, and proposed landscaping and fencing, all in accordance with the requirements set forth herein and in applicable neighborhood covenants of separate declarations.

ARTICLE 1
DECLARATION OF RESTRICTIONS AND STATEMENT OF PROPERTY RIGHTS, MEMBERSHIP, FUNCTIONS OF THE CORPORATION, DEFINITIONS

Section 1.1 Declaration. Declarant hereby expressly declares that the Real Estate shall be held, transferred and occupied subject to these Restrictions. The Owners of any Lot, Unit or Parcel which is subject to this Declaration, and all other Persons or Entities, by acceptance of a deed or other document or form of conveyance, or any successor owner of any Lot or any Unit or of any other Parcel, or any lease or other occupancy of any portion of the Community, whether from Declarant or a subsequent Owner of such Lot, Unit or Parcel, shall conclusively be deemed to have accepted such deed, executed such contract or lease agreement and undertaken such occupancy subject to each restriction and agreement contained in this Declaration or in the Plat Covenants for the Real

Estate. By acceptance of such deed, or execution of such contract, or undertaking such occupancy, each Owner and all other Persons acknowledge the rights and powers of Declarant, the Architectural Control Committee (hereinafter referred to as the "Committee") and of the Corporation with respect to these restrictions. Each Owner--for itself and its heirs, personal representatives, successors and assigns, covenants to the Declarant, the Architectural Control Committee, the Association, and the other Owners and subsequent Owners of each of the Lots and Units affected by these Restrictions, and agrees to keep, observe and comply with the terms and provisions of this Declaration.

Section 1.2 Property Rights. Every Owner shall have a right and nonexclusive easement of use, access and enjoyment in and to the Common Areas, subject to:

(a) this Declaration as it may be amended from time to time and restrictions or limitations contained in any deed conveying property to the Association;

(b) the declaration recorded for any subdivision or condominium community in which the Lot or Unit is located;

(c) the right of the Declarant to establish Limited Common Areas benefiting certain individuals or subdivisions within the Community;

(d) the right of the Association to dedicate or transfer all or any part of the Common Area pursuant to this Declaration, including the right of the Declarant to deed a portion of the Real Estate to a non-profit corporation or foundation for environmental preservation purposes;

(e) the right of the Association to enter into contracts for the purchase of electric, natural gas or other utility services, committing all owners and occupiers of land or units within the Community to purchase electric power or natural gas or such other utility services from a specific company for a fixed period of time, within the guidelines and limitations of Article 12 of this Declaration and as permitted by applicable law;

(f) easement rights in favor of the Association to extend storm sewers, sanitary sewers and other utilities across any of the common areas;

(g) the right of the Association to limit the number of guests who may use any recreational facilities within the Common Area, and to adopt rules regulating the use and enjoyment of the Common Area;

(h) the right of the Association to suspend the right of an Owner to use recreational facilities within the Common Area (i) for any period during

which any charge against such Owner's Lot or Unit remains delinquent, and (ii) for a period in accordance with the rules and regulations promulgated by the Board of Directors of the Association for violations of the Declaration, By-Laws or rules of the Association, after notice and a hearing pursuant to the ByLaws herein;

(i) the right of the Association to impose reasonable and non-discriminatory membership requirements and charge reasonable and non-discriminatory admission or other fees for the use of any recreational facility situated upon the Common Area;

(j) the right of the Association to charge fines for violations of the covenants in this Declaration or in the Plat Covenants or rules set by the Board;

(k) and the right of the Declarant to remove or withdraw portions of the real estate from this Declaration and from the Stone Crest Golf Community pursuant to the provisions herein.

SECTION 1.3 Functions. The Corporation has been formed for the purpose of maintaining the value and appearance of the Stone Crest Golf Community; providing for the maintenance, repair, replacement, administration, operation and ownership of the Common Areas; enactment, administration, and enforcement of rules and regulations for use of the lots, easements and common areas of the community; enforcement of Architectural Design and Environmental Control within the community and of the Covenants for the mutual benefit of all Owners; to pay taxes assessed against and payable with respect to the Common Areas; to pay any other necessary expenses and costs in connection with the Association; and to perform such other functions as may be designated under this Declaration.

THE GOLF COURSE IS NOT A COMMON AREA BELONGING TO THE HOMEOWENRS ASSOCIATION. SEE ARTICLE 13. GOLF COURSE.

SECTION 1.4 Membership in Corporation. Each Owner of a Lot or unit shall, automatically upon becoming an Owner, be and become a Member of the Association and shall remain a Member until such time as such ownership ceases. Membership shall terminate when such Owner ceases to be an Owner and will be transferred to the new Owner of such Lot or Unit.

SECTION 1.5 Definitions. The definitions applicable to this Declaration are as follows:

A. "Architectural Control Committee" is a Standing Committee of the Stone Crest Golf Community Board having authority and responsibility for approving all alterations, additions, improvements or changes to any lot or to any house

(which is visible from the exterior), and initial construction design approval, all as further defined and specified in Article 10 of this Declaration. Its primary purpose is to review construction plans, remodeling and repair plans for compliance with applicable covenants. The Architectural Control Committee is not responsible to assure compliance with applicable building codes and other applicable laws and regulations.

B. "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Stone Crest Golf Community Homeowners Association, Inc., as hereinafter defined.

C. "Commercial Unit" shall mean any parcel or development for retail, office, apartments, storage or other commercial purpose within the Stone Crest Golf Community. As used in this Declaration, the term "Unit" shall not be interpreted to include Commercial Unit, and rules and regulations for the owners and occupants of Commercial Units shall be as specified in Article 18 of this Declaration.

D. "Common Area" means the ground designated as "Block" or as "Common Area" upon the Final Plat of each subdivision within the Stone Crest Golf Community, plus any streets which are not dedicated as public streets. The Common Areas of this Community shall be subject to easements for drainage and utilities, as further described and defined herein and in the Plat Covenants. Except where the context clearly indicates otherwise, the term Common Area shall be interpreted to include the Limited Common Areas.

Some Common Area within the individual subdivisions may be maintained by the Stone Crest Golf Community Homeowners Association and some Common Area may be maintained by the association for the subdivision. In the event that there is any confusion or ambiguity in the plats and other recorded documents regarding responsibility for maintenance and other common expenses, the Stone Crest Golf Community Homeowners Association shall decide the dispute.

E. "Common Expense" means expenses for administration of the Association, and expenses for the upkeep, maintenance, repair and replacement of the Common Areas, and all sums lawfully assessed against the Members of the Association. Common Expenses shall include, but not be limited to:

1) The costs of maintaining and\or replacing any common areas or structures, improvements or facilities within the common areas;

2) All expenses of, purchasing, installing and maintaining the entryways to the community, including identification signs, lighting, plantings and landscaping;

3) All expenses of maintaining any security system within the Community, however, nothing in this Declaration shall require the Developer to install security gates or any other security system or, if a security system is installed, to install any particular type or design thereof;

4) All expenses of repair and maintenance of any private streets within the Community;

5) All expenses of maintaining any medians in the public streets within the Community;

6) Expenses of maintaining the lakes and ponds within the community, and any fountain or water circulation system within any lake or pond, however, nothing in this Declaration shall require the Developer to install a fountain or water circulation system or, if a fountain or water circulation system is installed, to install any particular type or design;

7) Expenses of maintaining any walking trails within the community;

8) Lease payments for Community street and entryway lighting, or principal and interest if financed through a loan in the name of the Association, and electricity, repair and maintenance expenses thereon, whether through a public or private utility company or through a private leasing company;

9) All expenses of purchasing, installing and maintaining any playground equipment or other recreational amenities owned by the Association within the Common Areas, however, nothing in this Declaration shall require the Developer to install any playground equipment or other recreational amenities or, if recreational amenities are installed, to install any particular type or design of recreational amenities;

10) Snow removal, if the Board of Directors determines that the association should privately contract for snow removal for the streets and common areas of the Community;

11) Trash removal, if the Board of Directors determines that trash removal should be coordinated and paid for as a "community expense; provided further that trash removal may be coordinated and paid or community expense for a portion of the Stone Crest Golf Community and cost thereof charged only to the owners of lots in such portions of community;

12) Spraying or treatment for insects, if the Board of Directors determines that the Association should provide this service;

13) Costs of enforcing the rules and regulations governing the" Community, including this Master Declaration, the Plat Covenants, and rules and regulations established by the Association; and

14) Reasonable allowances for shortfall of funds arising from late payment or non-payment of assessments, for general overruns in budget categories, and for miscellaneous expenses not budgeted under any specific category.

F. "Community" means the Stone Crest Golf Community, as defined in Exhibit "1" and as indicated in the preliminary layouts attached as Exhibit "2"; as supplemented or altered as defined in this Declaration, and each subdivision created therein. It is intended that the Stone Crest Golf Community will consist of several distinct types of housing, which will be developed into separate subdivisions, and several areas of commercial development, each benefitting from shared common areas and amenities. Each subdivision within the Community will have its own Plat Covenants, and some subdivisions may also have a subdivision declaration and their own Association or Standing Committee of the Stone Crest Homeowners Association, Inc., either of which will also regulate and control use of the property in that Subdivision subject to this Master Declaration.

G. "Condominium unit" means one of the living units located within a subdivision of Stone Crest Golf Community that has been subjected to a Declaration of Horizontal Property Regime.

H. "Corporation" means the Stone Crest Golf Community Homeowners Association, Inc., its successors and assigns, a non-profit corporation, whose members shall be the Owners of Lots or units in the Stone Crest Golf Community. The terms "Corporation" and "Association" may be used interchangeably to refer to the Stone Crest Golf Community Homeowners Association, Inc.

I. "Declarant" means Stone Crest Golf Community Development Company, LLC , or its successors and assigns, as developer of the Stone Crest Golf Community Planned Community. The terms "Declarant" and "Developer" may be used interchangeably.

J. "Fee Owners" mean Limestone Ventures, LLC and all other owners of previously sold lots joining in this Master Declaration as listed in Exhibit "E" and as signatures hereto.

K. "Lake" or "Pond" shall mean a water retention pond, the primary purpose of which is to accommodate storm water from the Stone Crest Golf Community, and surrounding property. The terms "lake" and "pond" may be

used interchangeably herein. Use of any lake or pond shall be prohibited or limited as specified herein or as determined by the Stone Crest Golf Community Board.

L. "Lot" means each Lot of a recorded plat for the Stone Crest Golf Community.

M. "Mortgagee" means the holder of a first mortgage lien on a Lot or a Unit.

N. "New Construction Committee" is a committee, or perhaps an individual, appointed by the Developer to review, and approve or reject, all construction plans, including, but not limited to, site plans, blueprints, specifications of materials, soil and natural landscaping preservation plans, landscape plans, and utility plans for all new construction within the Stone Crest Golf Community under the same provisions as the Architectural Control Committee. After the completion of initial construction of a residence on each lot and the completion of all planned multi-unit structures within the Stone Crest Golf Community, or sooner as determined in the sole discretion of the Declarant, the DECLARANT MAY ASSIGN THE NEW CONSTRUCTION REVIEW RESPONSIBILITIES TO THE ARCHITECTURAL CONTROL COMMITTEE.

O. "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, owning the fee simple title to a Lot or any Unit as defined herein.

P. "Plat Covenants" mean the plat covenants recorded for each subdivision within the Stone Crest Golf Community, or each section of a subdivision.

R. "Subdivision Declaration" means a Declaration of Covenants, Conditions and Restrictions or a Declaration of Horizontal Property Regime recorded for one or more subdivisions or neighborhoods within the Stone Crest Golf Community. Any Owner or other person who is within a subdivision having a declaration shall also be subject to the subdivision declaration in addition to this Declaration. Subdivision and neighborhood may be used interchangeably herein.

Q. "Unit" means a condominium unit or another type of attached dwelling unit, intended for individual ownership. "Unit" does not include "Commercial Unit" or "Church Unit" as defined herein.

ARTICLE 2. OWNERSHIP AND USE OF THE COMMON AREAS

SECTION 2.1 Ownership. The Common Areas shall be owned by the Corporation and shall be held for the use and enjoyment of the Members, which right shall pass with title to every Lot and with title to every Unit, subject to the provisions of this Declaration. Once the Common Area has been deeded to the

Corporation, it may not be mortgaged or conveyed without the consent of at least two thirds of the Owners (excluding the Developer). Also, as long as Class B membership exists, the Common Area may not be mortgaged or conveyed without the prior written approval of the Developer.

The common area in each section of the Stone Crest Golf Community shall be deeded to the Corporation, free and clear of all encumbrances, at the time that the plat for such section is recorded with the County Recorder. The responsibility and expense of maintenance of such common areas shall also pass to the Corporation at the time that the plat for each section is recorded. The Common Area shall be owned by the Corporation and shall be held for the use and enjoyment of the Members, which right shall pass with title to every Lot and with title to every Unit, subject to the provisions of this Declaration.

SECTION 2.2 Limited Common Areas. The Declarant shall have the right to create Limited Common Areas for the use and benefit of individual owners or subdivisions within the Stone Crest Golf Community, if Declarant determines, in its sole discretion, that certain amenities or services should be available only to portions of the Community. In addition, the Declarant shall have the right to exclude certain portions of the Community, or certain owners or subdivisions, from both the benefit and the expense of certain amenities or services provided to the remainder of the community. Assessments for owners either benefitting from Limited Common Areas, amenities or services, or excluded from amenities or services, may be adjusted to reflect the additional costs or savings from the Limited Common Area or added or excluded amenities or services or such assessments may be handled exclusively for a Limited Common Area by the Association formed for the subdivision or neighborhood in which the Limited Common Area is located.

SECTION 2.3 Easement for Utilities and Public and Quasi Public Vehicles. All public and quasi public vehicles including, but not limited to, police, fire and other emergency vehicles, public works, trash and garbage collection, post office vehicles and privately owned delivery vehicles shall have the right to enter upon the driveways and roadways of the Common Areas and the designated easements within the Community in the performance of their duties. All such easements for public and quasi public vehicles shall be subject to reasonable and non-discriminatory safety rules established by the Association.

An easement is also granted to all utilities and their employees and agents for ingress, egress, installation, replacement, repairing and maintaining of such utilities, including but not limited to water, sewers, gas, telephone, electricity and cable television within the Community; provided, however, nothing herein shall permit the installation of sewers, electric lines, water lines or other utilities, except as initially designed and approved on the Plat or as thereafter may be approved by the Board of Directors. Both the Declarant and the Association shall

have the authority, including a power of attorney coupled with an interest, from each Owner within the Stone Crest Golf Community to grant additional utility easements, which may traverse the property, including property within the description of any Subdivision within Stone Crest Golf Community, except within the boundaries of any Lot sold to an Owner. Utilities and others using these easements shall be required to repair and correct any damage caused by their ingress, egress, inspection, installation, replacement, repairing and maintenance of utilities.

SECTION 2.4 Easement for Association. An easement is also granted to the Corporation, its officers, agents and employees and to any management company selected by the Corporation to enter in or to cross over the Common Areas, Limited Common Areas, and Easements to perform its duties.

SECTION 2.5 Water Retention Lakes and Ponds. One or more water retention areas which may be identified as a lake of "which may not be shown but are located within a "Subdivision", shall be a part of the Stone Crest Golf Course and not the Common Area of the Association. Such Retention Lakes shall be for the purpose of accepting and storing storm water and drainage from the Stone Crest Golf Community, any recreational areas or trails, and surrounding areas. Neither the Declarant nor the Association shall be responsible for assuring or maintaining any minimum or maximum level of water in such areas.

The Association, through its Board of Directors, shall be responsible for maintaining any portion of the banks of each lake which are not part of a private lot or the golf course and shall maintain the lakes to such degree as it determines is necessary and appropriate and shall control access and recreational use of the lakes.

Since the primary purpose of the lakes and ponds is to accept and hold the storm water drainage of the entire Community, all expenses relating to the lakes and ponds will be a common expense of the entire Association, divided as any other common expense, notwithstanding the fact that some owners may also benefit from the aesthetics or recreational use thereof.

SECTION 2.6 Non-Liability of Declarant. Declarant shall not have any liability to an Owner or to any other Person with respect to drainage on, over or under a Lot; for erosion of a Lot; with respect to loss or absence of water in any lake or pond; or for excessive water tables causing problems to basements or foundations of any residence or other building or the loss of any usable yard area. Drainage and erosion control shall be the responsibility of the Owner of the Lot and (during construction) of the builder. An Owner, by acceptance of a deed to a Lot, Unit or Commercial Unit, shall be deemed to agree to indemnify and hold Declarant harmless and free from and against any and all liability arising from, related to, or in connection with the erosion of or drainage on, over and

under the Lot described in such deed or with respect to loss or absence of water .or excessive water tables. Declarant shall have no duties, obligations or liabilities hereunder except such as are expressly assumed by Declarant, and no duty of, or warranty by, Declarant shall be implied by or inferred from any term or provision of this Declaration.

SECTION 2.7 Street Lighting. The Declarant may, but shall not be required to, erect street lights in the entrances, in any drainage, landscape, or utility easement, in any intersection, or along any street within the Stone Crest Golf Community. Street lights may be purchased, leased from a private contractor or may be provided by the electric utility company serving the community. Lease payments or payments to the electric utility company and all maintenance and repair costs shall be expenses of the STONE CREST GOLF COMMUNITY Homeowners Association.

SECTION 2.8 Community Walls. The Declarant may, but shall not be required to, erect community walls constructed of masonry or other materials, to identify the Stone Crest Golf Community, various subdivisions within the community, or for other purposes. These walls may be constructed in any landscape easement or in any common area. Once constructed, maintenance of the walls will be a common expense of the Homeowners Association, unless otherwise determined by the Declaration for the subdivision or the plat covenants for the subdivision in which the wall is located.

SECTION 2.9 Amenities Which are Not Common Areas. The Declarant or the Homeowenrs Association may, but shall not be required to develop amenities such as a private swimming pool and related facilities (tennis courts, clubhouse, etc.) within or adjacent to the Stone Crest Golf Community. If developed, the private swimming pool and related club facilities may become a part of the common areas of the Stone Crest Golf Community, and Owners of a Lot or a Unit will be entitled to any rights or privileges, or any membership guarantees or discounts, such swimming pool or related club facilities as a result of their ownership of a Lot or Unit in the STONE CREST GOLF COMMUNITY Community, as may hereinafter, be defined.

ARTICLE 3. CLASSES OF MEMBERSHIP

SECTION 3.1 Voting Rights. The Corporation shall have two (2) classes of membership. Class A members shall be all Owners of Lots or Units in the Stone Crest Golf Community other than the Declarant.

The Declarant shall be a Class B member for each Lot or Unit titled in its name or in the name of the fee owner and for each lot or unit planned within the Community. The Stone Crest Golf Community is presently planned for a total maximum of 200 units, and this shall be the starting figure for units in the name

of the Declarant. This figure shall be reduced by sales of lots or units by Declarant, property withdrawn from this Declaration, or the recording of plats having fewer than the maximum number of lots or units permitted by the zoning approved for this Community. This includes an approximation of anticipated lots not yet platted on real estate designated in Exhibit "4".

This figure shall be reduced by sales of lots or units by Declarant, property withdrawn from this Declaration, or the recording of plats having fewer than the maximum number of lots or units permitted by the zoning approved for this Community. In addition, any builder authorized by Declarant shall also be a Class B member of any lots or units owned by such builder.

SECTION 3.2 Class A Members. Each Class A Member shall be entitled to one (1) vote for each Lot or Residential Unit of which such Member is the Owner. When more than one person constitutes the Owner of a particular Lot or Unit, all such persons shall be Members of the Corporation, but all of such persons shall cumulatively have only one (1) vote for such Lot or unit, which vote shall be exercised as they among themselves determine. No vote may be divided.

SECTION 3.3 Class B Member. The Class B Member shall have five (5) votes for each Lot or Dwelling Unit planned within Stone Crest Golf Community, designated on the preliminary layouts attached as Exhibit "2", and any additions or revisions thereto prior to the Authority Transfer Date, of which it is the Owner.

Attached hereto as Exhibit "3" is a preliminary designation of votes attributable to the Declarant for each of the planned sections of the Stone Crest Golf Community, which may be amended by the Declarant at any time prior to the Authority Transfer Date by recording a Supplement to the Declaration, as further provided in Sections 21.1 and 21.2.

ARTICLE 4. INITIAL MANAGEMENT AND CONTROL BY DEVELOPER

SECTION 4.1 Definition of "Authority Transfer Date". Class B membership shall terminate and become converted to Class A membership "Authority Transfer Date"), upon the happening of the earliest of the following:

(a) when the total of all Class A votes exceed the total of all Class B votes; OR

(b) January 31, 2025; or

(c) when, in its discretion, the Declarant so determines and provides sixty days notice to the members.

SECTION 4.2 Prior to the Authority Transfer Date. Prior to the Authority

Transfer Date as defined above, the Declarant shall appoint all members to the Board of Directors of the Corporation and shall have full authority to establish rules and regulations for the Corporation and for the members to the Board of Directors of the Corporation and for the Community. Directors appointed by the Declarant shall serve at the will of the Declarant and shall be considered Owners of the Corporation only for the purpose of serving on the Board.

The Board of Directors, prior to the Authority Transfer Date, shall not be required to hold Meetings, and if Meetings are held, they shall not be required to be held in public, and notice to other Owners shall not be required. In addition, prior to the Authority Transfer Date, the Board of Directors shall not be required to seek owner approval of the budget or the annual assessments.

SECTION 4.3 Assessments. Prior to the Authority Transfer Date, the Declarant shall establish the amount and payment terms of Assessments. Assessments due from all members of a subdivision or neighborhood with its own homeowners association may be billed to that association or if there is no separate association, to those subdivision members only. An example is Crystal Court Subdivision. The Regular Assessments, including management fees and contributions towards the replacement reserve fund, shall not exceed Twenty five Dollars ($25.00) per month, per lot or per unit, in the first year after this Declaration is filed, with increases of not more than ten percent (10%) per year (cumulatively) thereafter. HOWEVER, THIS LIMITATION IS ONLY FOR THE COMMUNITY ASSESSMENT AND ADDITIONAL INDIVIDUAL SUBDIVISION ASSESSMENTS MAY ALSO BE IMPOSED.

SECTION 4.4 Declarant's Obligation to Pay Assessments. Prior to the Authority Transfer Date, the Declarant shall not be obligated to pay any management fee, contribution towards the replacement reserve fund for the Corporation, or any assessment of any kind or nature, as further defined in Section 11.3.

SECTION 4.5 Builder's Obligations. The Declarant shall have the authority to require any person or company building a home on any Lot to escrow an amount up to five percent (5%) of the anticipated construction cost to assure proper completion of construction, regular and continual clean up of construction debris and the construction site, and periodic street cleaning of the Community. However, imposition of this escrow requirement and enforcement of these requirements shall be within the sole discretion of the Declarant, and no Owner shall have any rights against the Declarant or to require an escrow to be deposited or to require clean up by any builder.

SECTION 4.6 The Architectural Control Committee. Until thirty days after the Declarant has sold the last Lot or Unit in Stone Crest Golf Community as shown in Exhibits "1" and "2", and any additions to Stone Crest Golf Community

as defined in Section 4.8, 21.1, and 21.2 hereof, the Declarant shall have the right to appoint all members of the Architectural Control Committee. However, the Declarant may elect, from time to time, to transfer authority of the Architectural Control Committee to the Homeowners Association (with or without also transferring authority for the New Construction Committee) prior to this time.

SECTION 4.7 Initial Management. Notwithstanding anything to the contrary contained in this Declaration, Declarant shall have the exclusive right to manage or designate a Managing Agent for the Real Estate and Common Areas and to perform all or any portion of the functions of the Corporation until the Authority Transfer Date. Declarant may, at its option, engage the services of a Managing Agent, including a Managing Agent affiliated with Declarant, to perform such functions and, in either case, Declarant or such Managing Agent shall be entitled to reasonable compensation for its services. Declarant's contract with the managing agent shall be for a term of not more than three years, providing for early cancellation by Declarant, without cause and without penalty, with not more than 60 days prior notice.

SECTION 4.8 Declarant's Authority to Add Additional sections.
The Declarant may, at any time prior to the Authority Transfer Date, supplement the property subject to this Declaration, with all or any portion of the real estate identified in Exhibit "4" pursuant to the provisions of Section 21.1, by filing an amended Exhibit "1", which additional real estate shall automatically be subject to this Declaration and the Owners of Lots of such additional real estate shall automatically become members of the Association. In addition, as provided in more detail in Section 21.2, the Declarant may, at any time prior to the Authority Transfer Date, add additional real estate to the Stone Crest Golf Community including additional lots or land for additional units, or land for additional common area, so long as such real estate a part of or is contiguous to real estate identified in Exhibit "4" and so long as such real estate is, or will in the future, be contiguous to platted and developed real estate within the STONE CREST GOLF COMMUNITY community. In the event that additional real estate is added by Declarant, the votes attributable to the Lots in such new preliminary layouts or platted sections shall be counted for purposes of voting rights and for all other purposes from the date of the recording amendments or additions to Exhibit "1", or the Plat for such additional Section.

SECTION 4.9 Developer and Builder Signs within the Community.
Notwithstanding any other provision in this Declaration or in any Plat Covenants regulating signs, the Declarant, and any builder with written authority from the Declarant, at any time before the sale of the last Lot or unit within the Stone Crest Golf Community, may place identification, sales promotion and advertising signs in landscape easements, common areas, and on lots or parcels owned by Declarant or by said builders, of such size and quantity as Declarant, in its sole

discretion, shall approve.

ARTICLE 5. OWNERS MEETING

SECTION 5.1 Annual Meeting. The annual meeting of the Stone Crest Golf Community Owners shall be held at such date and time as the Board of Directors shall determine, beginning on the first annual meeting date after the Authority Transfer Date, for the purpose of electing directors, approving an Annual Budget and Regular Assessment and for the transaction of such other business as may come before the meeting. Prior to the Authority Transfer Date, the Board of Directors shall not be required to hold annual or other meetings with the Owners.

SECTION 5.2 Special Meetings. Special meetings of the Owners may be called for any legal purpose by the President or by the Board of Directors, and, after the Authority Transfer Date, shall be called by the President at the request of at least Twenty percent (20%) of the Owners.

SECTION 5.3 Place of Meeting. The Board of Directors shall designate the place of the meeting. The Board may designate that any meeting of Owners take place at any suitable location within five (5) miles of the Community.

SECTION 5.4 Notice of Meeting. Written notice, stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered to each Owner not less than ten (10) days before the date of the meeting, either personally or by mail, by or at the direction of the President. Unless an Owner provides the Secretary of the Corporation with written instructions to the contrary, notice may be sent or delivered to the address of the Lot or Unit. Notice contained in a newsletter or other general correspondence shall meet the notice requirement of this section if it is sent or delivered to each Owner as provided herein.

SECTION 5.5 Quorum. Twenty percent (20%) of the Owners or Fifty (50) Owners, whichever is less, represented in person or by proxy, shall constitute a quorum at a meeting of Owners. In the event that a quorum is not present, the meeting may be adjourned to another date and time, with or without further notice, or the meeting may be kept open until a quorum has been attained, as determined by the Board.

SECTION 5.6 Proxies. At all meetings of Owners, an Owner may vote in person or by written proxy, executed by the Owner or by a duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of, the corporation before or at the time of the meeting. Every proxy shall be specific for an Annual or Special Meeting of Owners, ,or its adjourned date, unless otherwise provided

in the proxy.

SECTION 5.7 Voting. Each Lot or residential unit shall be entitled to one vote upon each matter submitted to a vote at a meeting of Owners. For voting purposes, each Lot shall be considered to be a Unit, and each condominium unit or other attached residential Unit shall be considered to be a Unit.

SECTION 5.8 No Cumulative Voting. Cumulative voting shall not be permitted. Each Owner may only cast one vote per Lot or Unit for any candidate for any Office, even though multiple positions are open for such Office. However, voting shall be separated into subdivisions as described in Section 6.2.

SECTION 5.9 Voting by Mail-In Ballot. The Board may determine that one or more issues be voted upon by mail-in ballot, either in conjunction with an Annual or Special Meeting or as a substitute for the holding of a Meeting. In the event that the Board elects to permit mail-in ballots, ballots shall be mailed or delivered to each Owner at least 14 days prior to the deadline for voting and at least one third (1/3) of all Owners must vote in order for the vote to count. If a one third vote has not been achieved by the deadline, the Board of Directors or persons designated by the Board may contact additional Owners at their choosing until a one third vote has been achieved. However, if a one third vote has been achieved by the deadline, no votes received after the stated deadline shall be counted.

SECTION 5.10 Qualification of Directors. Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting the multiple Owner or a partner or an officer or trustee shall be eligible to serve on the Board of Directors, except that no single Lot or unit may be represented on the Board of Directors by more than one person at a time and except that the Declarant may have multiple representatives serving on the Board of Directors.

ARTICLE 6. BOARD OF DIRECTORS

SECTION 6.1 General Powers. The business and affairs of the corporation shall be managed by its Board of Directors. No person shall be eligible to serve as a member of the Board of Directors unless he or she is an Owner as defined herein.

SECTION 6.2 Number, Tenure and Qualifications. The initial number of directors of the corporation shall be three (3). The corporation may have not less than three directors. After the Authority Transfer Date, each director shall hold office until the next annual meeting of Owners and until his or her successor shall have been elected and qualified.

After the Authority Transfer Date, the Owners shall be allowed to elect directors to the Board according to the number of units or lots in each Subdivision, as follows:

0 - 10 units	= 1 representatives
11 - 50 units	= 2 representative
51 - 100 units	= 3 representatives
101 or more units	= 4 representatives

For purposes of Board representation, subdivisions shall be defined as all Lots or Units operating under each named Subdivision, as amended from time to time. Owners in any Subdivision having ten or fewer units, or which are otherwise without representation, may petition the Board for inclusion into another subdivision or for independent or "at large" representation.

SECTION 6.3 Regular Meetings. The Board of Directors may provide, by resolution, the time and place for the holding of regular meetings to be held without notice, so long as the first such meeting is with notice, and all directors receive notice of the resolution.

SECTION 6.4 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or a majority of the directors. The person calling the special meeting may fix the time for holding such meeting of the Board of Directors, and, unless consented to by all Directors, the special meeting shall be held within five miles of the Stone Crest Golf Community.

SECTION 6.5 Notice. Notice of any special meeting shall be given at least three days in advance by written notice delivered personally, by telegram or by other electronic means, or at least seven days in advance if notice is mailed. The attendance of a director at a meeting shall constitute a waiver of notice, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

SECTION 6.6 Quorum. A least two-thirds (2/3's) of the number of directors eligible to attend and vote shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

SECTION 6.7 Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. The written consent of absent directors may be obtained and used to validate actions taken at a meeting where a quorum was not present or

where an insufficient vote was obtained.

SECTION 6.8 Action without A Meeting. Any action that may be taken by the Board of Directors at a meeting may be taken without a meeting if a consent in writing setting forth the action to be taken shall be signed by at least two thirds of the Directors.

SECTION 6.9 Term of Office and Vacancy. Each member of the Board of Directors shall be elected for a term of three (3) years, which terms shall be staggered so that the terms of approximately one-third (1/3's) of the members of the Board shall expire annually. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified. Unless a Director is removed by the Owners under Section 6.10, any vacancy occurring in the Board shall be filled by a vote of a majority of the remaining members of the Board, by a person representing the Subdivision for which the vacancy exists. The Director filling a vacancy shall serve until the next annual meeting of the Owners and until his successor is elected and qualified.

SECTION 6.10 Removal of Directors. A Director may be removed with or without cause by a majority vote of the Owners, at a meeting duly called for such purpose. In such case, his successor shall be elected at the same meeting, to serve until the next annual meeting.

SECTION 6.11 Duties of the Board of Directors. The Board of Directors shall be the governing body of the Association representing all of the Owners and being responsible for the functions and duties of the Corporation, including, but not limited to, the management, maintenance, repair, upkeep and replacement of the Common Area and the Limited Common Area and the collection and disbursement of the Common Expenses. The Board shall also maintain, through employees, contractors or agents, all landscaping easements throughout the Stone Crest Golf Community.

SECTION 6.12 Powers of the Board of Directors, The Board of Directors shall have such powers as are reasonable and necessary to accomplish their duties. These powers include, but are not limited to, the power:

(a) to promulgate, adopt, revise, amend and alter from time to time such additional rules and regulations (in addition to those set forth in this Declaration) with respect to use, occupancy, operation and enjoyment of the Common Area as the Board, in its discretion, deems necessary or advisable; provided, however, that copies of any such additional rules and regulations so adopted by the Board shall be promptly delivered or mailed to all Owners;

(b) to grant permits, licenses and easements over the Common Area for

utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of Stone Crest Golf Community;

(c) to regulate any other properties which are subject to this Declaration; and

(d) to exercise all of the rights and powers of the Association.

SECTION 6.13 Limitation on Board Action. The authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than $5,000.00, which sum shall be increased annually by the increase, if any, in the Consumer Price Index (CPI) or its successor index, without obtaining the prior approval of the Owners, except that in the following cases such approval shall not be necessary:

(a) contracts for replacing or restoring portions of the Common Area damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received;

(b) contracts for expenditures included in the annual budget; and

(c) expenditures necessary to deal with emergency conditions where the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners.

SECTION 6.14 Compensation. No Director shall receive any compensation for services without the express approval of the Owners. The Managing Agent, if one is employed, shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

SECTION 6.15 Non-Liability of Directors. The Directors shall not be liable to the Owners or any other persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Corporation shall indemnify, hold harmless and defend each of the Directors against any and all liability to any person, firm or corporation arising out of actions or contracts by the Board on behalf of the Corporation, unless any such action or contract shall have been made in bad faith, or as the result of willful misconduct or gross negligence.

SECTION 6.16 Additional Indemnity of Directors. The Corporation shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a Director of the Corporation, against the reasonable expenses, including attorney's fees, actually and necessarily incurred by him in

connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as to matters in which it shall be adjudged in such action, suit or proceeding that such Director is liable for willful misconduct, bad faith. or gross negligence in the performance of his or her duties. The Corporation shall also reimburse any such Director the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority vote of the Owners that such Director was not guilty of willful misconduct, gross negligence or bad faith. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable for gross negligence or willful misconduct in the performance of his or her duties where, acting in good faith, such Director relied on the books and records of the Corporation or statements or advice made by or prepared by the Managing Agent (if any) or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Corporation to render advice or service, unless such Director had actual knowledge of the falsity or incorrectness thereof; nor shall a Director be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he or she failed or neglected to attend a meeting or meetings of the Board of Directors.

SECTION 6.17 Non-Liability of Officers and Committee Members. The provisions of Sections 6.15 and 6.16 shall also apply to Officers and Committee Members, including, without limitation, mempers of the Architectural Control Committee and the New Construction Committee.

SECTION 6.18 Professional Management. The Board of Directors may employ a professional management company or agent to assist it in its responsibilities (herein called the "Managing Agent"). The Managing Agent shall perform such duties and responsibilities as the Board shall designate. The management agreement may be for a term of three (3) years or less and shall terminate upon not more than sixty (60) days written notice by either party.

SECTION 6.19 Bond. The Board of Directors shall provide blanket fidelity bonds for the Managing Agent, the treasurer of the Corporation, and such other officers or directors of the Corporation that handle or are responsible for funds, indemnifying the Corporation against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors (provided, however, in no event shall the aggregate amount of the bond be less than a sum equal to one fourth of the aggregate annual assessments on all Lots and Units) and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. Fidelity bonds shall name the Corporation as an obligee and shall contain waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions.

Such bonds shall provide that they may not be cancelled or substantially modified for any reason without at least thirty (30) days prior written notice to the Board. The expense of any such bonds shall be a Common Expense.

ARTICLE 7. OFFICERS

SECTION 7.1 Number. The officers of the corporation shall be a President, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. The corporation may also have one or more Vice Presidents. The President, Vice Presidents, Secretary and Treasurer shall all be members of the Board. Such other officers and assistant officers, who need not be Directors, may be elected or appointed by the Board of Directors.

SECTION 7.2 Election and Term of Office. The officers of the corporation shall be elected annually by the Board of Directors, after the Authority Transfer Date, at the first meeting of the Board held after each annual meeting of the Owners. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as conveniently possible. Each officer shall hold office until a successor shall have been duly elected and qualified or until their death, resignation or removal as hereinafter provided.

SECTION 7.3 Removal. Any officer or agent may be removed by the Board of Directors whenever, in its judgment, the best interests of the corporation will be served thereby.

SECTION 7.4 President. The President shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall supervise and direct all of the business and affairs of the corporation. The President shall, when present, preside at all meetings of the Owners and of the Board of Directors. The President shall, in general, perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 7.5 Vice President. Vice Presidents.of the Corporation shall fulfill such duties as the Board of Directors or the President shall direct. A Vice President shall not serve in the capacity of the President other than presiding at a duly called meeting at which the President is absent, unless the President so directs in writing.

SECTION 7.6 Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the Owners and of the Board of Directors in the corporate minute book; (b) see that all notices are duly given in accordance with the provisions herein or as required by law; (c) be custodian of the corporate records; (d) keep a register of the post office address of each Owner, as furnished by the Owner and of each Mortgagee, as furnished by the Owner or Mortgagee; and (e) in general, perform all duties incident to the office of Secretary and such other

duties as may be assigned by the President or by the Board of Directors.

SECTION 7.7 Treasurer. The Treasurer shall: (a) have charge and custody of, and be responsible for, all funds of the corporation; (b) receive and give receipts for monies due and payable to the corporation and deposit all such monies in the name of the corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors; and (c) in general, perform all of the duties incident to the office of Treasurer and such other duties as are assigned by the President or by the Board of Directors.

SECTION 7.8 Delegation of Duties. The duties of the Secretary and the Treasurer and the ministerial functions of any other officer or committee member may be delegated to the Managing Agent of the Association, if any, so long as the responsible officer or committee member is regularly advised of the actions taken and generally supervises the actions taken by the Managing Agent on their behalf.

ARTICLE 8. CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 8.1 Contracts. The Board of Directors may authorize any officer or officers, managing agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

SECTION 8.2 Loans. No loans shall be contracted on behalf of the corporation and no indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 8.3 Checks, Drafts, Etc.. All checks, drafts or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 8.4 Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time, in interest bearing or noninterest bearing accounts, to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select. Funds of the corporation may also be invested in government obligations or other commercial paper rated AAA or its equivalent. Funds deposits or investments shall not be committed for a period of more than one year.

ARTICLE 9. TAXES, MAINTENANCE OF COMMON AREAS, MAINTENANCE OF INDIVIDUAL LOTS

SECTION 9.1 Real Estate Taxes. Real estate taxes for individual lots and parcels are to be separately assessed and taxed to each Lot or parcel, and paid by the title owner thereof. Any real estate taxes or other assessments which are separately assessed against the Common Area shall be paid by the Corporation and treated as a Common Expense. Any real estate taxes or other assessments which are separately assessed against any Limited Common Area, if not addressed by a separate homeowners association serving the subdivision in which the Limited Common Area is located, shall be paid by the Corporation and treated as a Common Expense for the subdivision, lots or units benefitted by such limited common area.

SECTION 9.2 Maintenance, Repairs and Replacements to the Common Areas. Maintenance, repairs, replacements and upkeep of the Common Area shall be furnished by the Corporation, as a part of its duties, and the cost thereof shall constitute a part of the Common Expenses. Maintenance, repairs, replacements and upkeep of any Limited Common Area shall be furnished by the Corporation (or, if a separate corporation is created for a subdivision solely or primarily benefitted by the Limited Common Area, by such subdivision corporation), as a part of its duties, and the cost thereof shall constitute a part of the Common Expenses for the lots or units benefitted by such limited common area.

SECTION 9.3 Maintenance of Individual Lots and units by the Owner. Except as otherwise provided in a subdivision declaration or plat covenants pertaining to a Lot or Unit, any repairs required to an Owner's residence shall be the Owner's responsibility and the Owner's expense. If any Owner shall fail to maintain and keep his property or any part thereof in a good, clean and sanitary condition, with an exterior appearance up to the general standards of the Stone Crest Golf Community, the Corporation may perform any work necessary and charge the Owner thereof for such cost, which shall be immediately due, secured by the Corporation's lien on the Owner's property, and otherwise collectable as an assessment pursuant to Section 11.9 of this Declaration.

Each Owner, by his acceptance of a deed to any Lot, irrevocably grants to the Corporation, its agents and employees, the right to enter upon, across and over the Lot owned by such Owner under such conditions as are reasonably necessary to effect the maintenance, cleaning, repair or other work permitted herein.

SECTION 9.4 Damage to or Abuse of Common Areas and other Areas Maintained by the Association. If, due to the willful, intentional or negligent acts or omissions of an Owner, or of a member of the Owner's family, or of a guest, tenant, invitee or other occupant or visitor for whom the Owner is legally responsible, damage is caused to Common Areas, Limited Common Areas, or to portions of Lots or land maintained by the Association, or if additional

maintenance or repairs are required as a result of such acts, the Owner shall be required to pay for such damage or additional expense. Upon demand by the Board, the cost of such repairs shall be immediately due and payable, secured by the Corporation's lien on the Owner's property, and otherwise collectable as an assessment pursuant to Section 11.9 of this Declaration.

SECTION 9.5 Security. The Association may, but shall not be obligated to, maintain or support certain activities within Stone Crest Golf Community designed to make the community safer than it otherwise might be. Neither the Association, the Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security within Stone Crest Golf Community, however, and neither the Association, the Declarant, nor any Successor Declarant shall be held liable for any loss or damage by reason or failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and Occupants of any Lot or Unit, and tenants, guests and invitees of any Owner, as applicable, acknowledge that the Association and its Board of Directors, Declarant, or any Successor Declarant and the Committee do not represent or warrant that any security system will be installed or that any security system which is implemented or installed by the Declarant or the Board will be effective in any or all situations. All Owners and Occupants of any Lot or Unit, and tenants, guests and invitees of any Owner hereby release the Declarant and the Board from any liability for security efforts or for failure to implement security in the Community.

ARTICLE 10. ARCHITECTURAL CONTROL

SECTION 10.1 Purposes. The Architectural Control Committee (also referred to herein as the "Committee") shall regulate the external design, appearance, use and location of improvements on the Real Estate in such manner as to assure compliance with the covenants in structural improvements and landscaping and in certain subdivisions, preserve and enhance values, to achieve and maintain a harmonious relationship of architectural design. The Architectural Control Committee is not responsible to assure compliance with applicable building codes and other applicable laws and regulations.

SECTION 10.2 Architectural Control Guidelines. The Board of Directors shall have the authority to establish, amend and revoke Architectural Control Guidelines for the Community and the Association, which shall be binding upon all Owners and all others who in any way use, occupy or benefit from the Community, or any part thereof. The Architectural Control Guidelines shall not be inconsistent with any covenant in this Declaration or in the Plat Covenants and shall not be retroactively applied. There may be different Architectural Guidelines for different subdivisions within the Stone Crest Golf Community. The initial Architectural Control Guidelines, if attached hereto, are for convenience only and are not incorporated herein. The Architectural Control Guidelines may be