

STATE OF ALA. MADISON CO
I CERTIFY THIS INSTRUMENT
WAS FILED ON

STATE OF ALABAMA)
COUNTY OF MADISON)

RESTRICTIONS
03 MAR 10 PM 2:59

RECORDED WITH TAX HAS BEEN
PAID

KNOW ALL MEN BY THESE PRESENTS: That, Whereas, the undersigned, GENESIS LAND & DEVELOPMENT, L.L.C., a Limited Liability Company, (hereinafter referred to as "Developer"), is the owner of all the lots and property known as GENESIS, Huntsville, Alabama, which is subdivided and platted according to the plat of GENESIS, and of record in the Office of the Judge of Probate of Madison County, Alabama, in Plat Book 45, Page 29, and;

WHEREAS, it is the desire of the undersigned, as owner of said property, to fix and establish certain restrictions as to the use and enjoyment of said lots and property embraced in said plat, and to make such restrictions as a part of the dedication of the streets, alleys, public ways so dedicated to the public by the filing of such plat and thereby protect all persons, firms or corporations that may hereinafter become the owners of said property or lots or parts thereof;

NOW THEREFORE, in consideration of the premises and other valuable consideration, the receipt whereof is hereby acknowledged, GENESIS LAND & DEVELOPMENT, L.L.C., a Limited Liability Company, hereby agrees that all of said lots and property located in said plat shall be subject to the following covenants, terms, conditions, restrictions and limitations.

PART A: AREA OF APPLICATION:

A-1 These restrictions and covenants in their entirety shall apply to the entire subdivision.

PART B: RESIDENTIAL AREA COVENANTS

B-1 LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. There shall not exist on any lot at any time more than one residence. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars.

B-2 ARCHITECTURAL CONTROL: For the purpose of insuring the development of the lands so platted as an area of high standards, no building, structure or other improvements shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure has been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design and colors with existing structures, and as to location with respect to topography and finish grade elevation. Whether or not provision thereof is specifically stated in any conveyance of a lot, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, driveway, or other structure shall be placed upon such lot unless and until the plans and specifications therefore and plot plan have been approved in writing by the Architectural Control Committee hereinafter provided. Each such building, wall, driveway, or structure shall be placed on the premises only in accordance with the plans and specifications by such Architectural Control Committee may be based on any ground, including purely aesthetic grounds which, in the sole and uncontrolled discretion of the Committee shall seem sufficient. No alteration in the exterior appearance of the building or structures shall be made without like approval. Notwithstanding the foregoing, the Architectural Control Committee shall have the right to make such exceptions to these restrictions, as the Committee shall deem necessary, appropriate or proper.

B-3 DWELLING QUALITY AND SIZE: The ground floor heated living area of the main structure, exclusive of open porches, terraces, and garages, shall not be less than 1800 square feet for a one-story dwelling, nor less than 1000 square feet (ground floor area) for a dwelling of more than one story. The total heated living area for a dwelling of more than one story shall not be less than 1800 square feet.

B-4 BUILDING LOCATIONS: No building shall be located on any lot nearer to the front lot line or nearer any street than the minimum building setback line shown on the recorded plat or map. In any event no building shall be located on any lot nearer than 35 feet to the front lot line; or nearer than the setback line for a side street established by the City of Huntsville Zoning Ordinance. No building shall be located nearer than 8 feet to any interior lot line. No dwelling shall be located on any interior lot line nearer than 35 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on one lot to encroach upon another lot.

4.00

10.00

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B-5 SUBDIVISION OF LOTS: None of the lots shall at any time be divided into as many as two building sites, provided however, a single lot together with contiguous portions of one or more lots in the same block may be used for one building site. Further subdivision of lots for building more than one building on any lot is expressly prohibited.

B-6 EASEMENTS: Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the lots as shown on the 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 buildings. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each lot, from the front lot line to the rear lot line, to any utility company having an installation in the easement.

B-7 NUISANCES: No horses, cattle, swine, goats, poultry, or fowl shall be kept on any lot. No clothes lines, garbage cans, equipment, coolers, dog houses, woodpiles or storage piles shall be permitted unless concealed by hedges, lattice work or screening acceptable to the Architectural Control Committee. No underbrush or other unsightly growths shall be permitted to grow or remain upon the premises, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

B-8 TEMPORARY STRUCTURES: No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be permitted on any lot at any time either temporarily or permanently.

B-9 SIGNS: No sign of any kind shall be displayed to the public view on any lot except that one sign of not more than eight (8) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

B-10 OIL AND MINING OPERATIONS: No oil-drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

B-11 COMMERCIAL VEHICLES: No trucks, boats, trailers, etc., commercial type vehicles, motor homes, construction or like equipment or mobile or stationary trailers of any kind shall be stored or parked on any lot except while parked in a closed garage nor parked on any residential street in the subdivision except while engaged in transporting to or from a residence in the subdivision.

B-12 GARBAGE AND DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

B-13 SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such Authority.

B-14 WALLS: No boundary wall or fence shall be constructed and no boundary line hedge or shrubbery shall be permitted until the height, type, design, and approximate location thereof shall have been approved in writing by the Architectural Control Committee. The heights or elevations of any wall shall be measured from the existing elevations of the property at or along the applicable points of lines. Any questions as to such heights may be completely determined by the Architectural Control Committee in its sole discretion.

B-15 LETTER AND DELIVERY BOXES: All mail or paper delivery boxes, brackets, and name signs for such boxes, in order that the area be kept uniform in appearance with respect thereto, shall be purchased from New Market Iron Works in the design to be pre-designated by the Developer, and shall be paid for by the respective lot owners.

B-16 UTILITY LINES, RADIO AND TELEVISION ANTENNAS AND SOLAR PANELS: All electrical service and telephone lines shall be placed underground. No exposed or exterior radio or television transmission or receiving antennas, satellite dishes and solar panels shall be erected, placed, or maintained on any part of such premises unless concealed from the view of neighboring lots, roads or streets.

B-17 LAND ELEVATION AND LANDSCAPE PLAN: No substantial changes in the elevations of the lot shall be made without the prior written approval of the Architectural Control Committee. A detailed landscaping plan must be submitted to the Architectural Control Committee and its written approval obtained prior to the commencement of any work. Every lot must have at least two (2) dogwood trees in front yard to be placed by the lot owner at the time a residence is erected.

B-18 TREE REMOVAL: No trees larger than six (6) inches in diameter at the base that are outside or beyond ten (10) feet of the house foundation or five (5) feet of driveways or walks shall be removed without prior written approval of the Architectural Control Committee.

B-19 POOLS: Swimming pools shall not be nearer than fifteen (15) feet to any lot line and shall not project more than two (2) feet above the established grade. No pool of any type shall be constructed on any lot until after the type, design and size are approved in writing by the Architectural Control Committee.

B-20 CONSTRUCTION DEBRIS: Owners of lots and their builders shall be responsible for keeping all debris, including, dirt, mud, and other types of debris off the streets during construction. Owners of lots and their builders shall be responsible for limiting the burying of waste materials on site to a small, confined warming fire during the cold weather. All other debris shall be promptly removed from the lot after construction is completed.

B-21 PARKING: No on-street parking shall be permitted by lot owners, their families, employees, tenants and guests except for special circumstances, i.e., social functions, inclement weather, etc. No front entry garages shall be permitted unless the lot will not allow a side or rear entry garage as confirmed in writing by the Architectural Control Committee. No carports shall be permitted.

B-22 SIDEWALKS: The construction of any sidewalks required by any municipality having jurisdiction over the premises and the cost thereof shall be the sole responsibility of the lot owner as to his lot.

PART C: ARCHITECTURAL CONTROL COMMITTEE

C-1 MEMBERSHIP: The Architectural Control Committee is composed of JAMES R. McMEANS and SANDY J. STEAKLEY. The committee may designate a representative to act for it. In the event of death or resignation of either member of the Committee, the remaining member shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. A decision of the Committee, when made in good faith, shall be binding and conclusive on all lot owners.

C-2 CONSTRUCTION MATERIALS: Plans and Specifications for all buildings, structures and other improvements must be submitted to the Architectural Control Committee, or its duly authorized agent, for written approval as to quality of workmanship and materials, harmony of external design, size, and compatibility with existing structures, and as to location with respect to topography and finish grade elevation prior to the commencement of any construction. A family of exterior building materials, i.e., brick, stone, wood and shingles, as shall be approved in writing by the Architectural Control Committee shall be utilized. All roofs shall be of architectural grade shingles, their equivalent, or better, and of such colors as shall be approved in writing by the Architectural Control Committee. The use of all exterior building materials and exterior colors shall be approved by the Architectural Control Committee. All building exteriors must be at least 75% brick, stone or stucco.

C-3 APPROVAL OF PLANS: All plans for the construction of private roads and driveways and all building plans for any building, fence, all, swimming pool or structure to be erected upon any lot, and the proposed location thereof upon any lot, and any changes after approval thereof, any remodeling, reconstruction, alteration, or addition to any building, road, driveway, swimming pool or other structure upon any lot shall require the approval in writing of the Architectural Control Committee. Before beginning the construction of any road, driveway, building, fence, wall coping, swimming pool or other structure whatsoever, or remodeling, reconstruction, or altering the same, the person or persons desiring to erect, construct or modify the same shall submit to the Architectural Control Committee two complete sets of building plans and specifications for the building, fence, wall coping, or other structure, as is applicable, so desired to be erected, constructed or modified. No structure or other improvements of any kind, the plans, elevations, and specifications of which have not received

the written approval of the Architectural Control Committee, or which does not comply fully with such approved plans and specifications shall be erected, constructed, placed or maintained upon any lot. Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications, a copy of such shall be delivered to the owner or owners of the lot upon which the prospective building, road, driveway, structure, or other improvement is contemplated prior to the beginning of such construction. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of the Architectural Control Committee. Neither the Developer nor the Architectural Control Committee shall be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications.

C-4 PROCEDURE: The Committee's approval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction to be required, the related covenants shall be deemed to have been fully complied with.

PART D: GENERAL PROVISIONS

D-1 TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under then for a period of fifty (50) years from the date of the recordation of these covenants, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to the reservation in GENESIS LAND & DEVELOPMENT, L.L.C., a Limited Liability Company, of the right to waive any restriction as stated hereon which deals with lot size, setback lines, yard sizes, dwelling size and dwelling.

D-2 ENFORCEMENT: Enforcement shall be by proceedings at law in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

D-3 SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, JAMES R. McMEANS and SANDY J. STEAKLEY as the members of the said, GENESIS LAND & DEVELOPMENT, L.L.C., a Limited Liability Company, who are authorized to execute this instrument, hereto set their hands and seals this 10th day of March, 2003.

GENESIS LAND & DEVELOPMENT, L.L.C.
A Limited Liability Company

BY: [Signature]
JAMES R. McMEANS, A Member

BY: [Signature]
SANDY J. STEAKLEY, A Member

STATE OF ALABAMA)

MADISON COUNTY

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that JAMES R. McMEANS and SANDY J. STEAKLEY, whose names as Members of GENESIS LAND & DEVELOPMENT, L.L.C., an Alabama Limited Liability Company, are signed to the foregoing instrument and who are known to me acknowledged before me on this day that being informed of the contents of the instrument, they as such Members and with full authority executed the same voluntarily for and as the act of the said Company on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 10th day of March, 2003.

[Signature] (SEAL)
NOTARY PUBLIC
My Commission Expires: 10-15-06

THIS INSTRUMENT PREPARED BY
[Signature]
DONALD B. WELLS
MUNSVILLE, ALABAMA

STATE OF ALABAMA, MADISON CO
FILED BY THE INSTRUMENT
WAS FILED ON
OCT 10 PH 2:59
RECORDED & INDEXED
ON THIS INSTRUMENT
10/10/03