

Restrictions Great Bend Yacht Club (HOA)

BUTLER BASIN MARINA, LLC
TO GREAT BEND AT BUTLER BASIN
STATE OF ALABAMA
COUNTY OF MADISON

PART A GENERAL RECITATIONS.

KNOW ALL MEN BY THESE PRESENTS: That, Whereas, the undersigned are owners of all of the lots and property known as Great Bend at Butler Basin, Huntsville, Alabama, according to the plat of said subdivision of record in the Office of the Judge of Probate of Madison County, Alabama in Plat Book ____, Page ____, and

WHEREAS, it is the desire of the undersigned, as the Owners 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 streets, alleys, and 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 considerations, the receipt whereof is hereby acknowledged, the undersigned hereby agree that said lots and property located in said plat shall be subject to the following covenants, terms, conditions, restrictions and limitations, which shall run with the title to, the real property hereby or hereafter made subject hereto, and shall be binding on all persons having any right, title, or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner and occupant of all or any portion thereof.

PART B AREA OF APPLICATION

FULLY PROTECTED RESIDENTIAL AREA. The residential area covenants in Part C in their entirety shall apply to the entire subdivision; however, the undersigned specifically reserves the power and authority to develop Lot 26 as a condominium. In such event, Part C-1 and C-3 of these Restrictions would not apply to the development of Lot 26. The development of Lot 26 would then be governed by the separate condominium documents.

PART C RESIDENTIAL AREA COVENANTS.

C-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.

C-2 ARCHITECTURAL CONTROL. For the purpose of insuring the development of Great Bend at Butler Basin as an area of high standards, no building, structures 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, have all been approved in writing by the Architectural Control Committee as to harmony of external design, size, and colors with existing structures. Whether or not provision therefore 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 so approved. Refusal of approval of plans and specifications by such Architectural Control Committee may be based on any ground, including purely specific and/or overall aesthetic grounds which, in the sole and uncontrolled discretion of the Committee, shall seem sufficient. No alteration in the exterior appearance of the buildings 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.

C-3 DWELLING TYPE AND SIZE. The ground floor area of the main structure, exclusive of open porches, terraces, carports, and garages, shall be not less than 2800 square feet for a one-story dwelling, nor less than 2000 square feet (ground floor area) for a dwelling of more than one story. In no case shall the total heated and cooled square footage be less than 2800 square feet.

C-4 BUILDING LOCATIONS. No building or any part thereof, including garages and porches, shall be located on any lot nearer to the front line, or nearer to either side lot line, or nearer to the rear lot line than the minimum building set-back lines as shown on the plat of Great Bend at Butler Basin.

C-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 continuous portions of one or more complete lots in the same block may be used for one building site.

C-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 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.

C-7 LAND ELEVATION, LANDSCAPE, PLAN AND EXCAVATION. No substantial changes in the elevations of the lot shall be made without the prior written approval of the Architectural Control Committee. No unnecessary excavation shall be undertaken with respect to any landscaping and/or construction. All landscaping and construction must be undertaken in such a manner as to insure proper drainage around any building(s), structure(s), and/or other improvements, with particular attention addressed to the side of any building(s) and/or structure(s) which face any downside slope(s), to the satisfaction of the Architectural Control Committee.

PART D ARCHITECTURAL CONTROL COMMITTEE

D-1 MEMBERSHIP. The Architectural Control Committee is composed of Forest R. Knowles, Leon Crawford and Richard E. Dick, all of Huntsville, Alabama. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the Developer, Butler Basin Marina, LLC, 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 a majority of the committee, when made in good faith, shall be binding and conclusive. After the sale of the 18th lot and the approval of the plans and specifications for the condominium development on lot 26, the undersigned developer relinquishes control of the committee to the Board of Directors of the Great Bend Yacht Club, Inc. (hereinafter "the Board"), and they shall then appoint the committee.

D-2 CONSTRUCTION MATERIALS. Plans and specifications for all building, structures and other improvements must be submitted to the Architectural Control Committee, or its duly authorized agent, for prior written approval as to 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., stone, wood and shingles, as shall be approved in writing by the Architectural Control Committee, shall be utilized. The use of all exterior building materials and exterior colors shall be approved in writing by the Architectural Control Committee. Approval of external design is in the sole discretion of the committee.

D-3 APPROVAL OF PLANS. All plans for the construction of private roads and driveways and all building plans for any building 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, or other structure upon any lot, shall require the prior approval in writing of the Architectural Control Committee. Before beginning the construction of any road, driveway, building 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 one complete sets of building plans and specifications for the building or other structure, as is applicable, so desired to be erected, constructed, or modified. No structure or other improvement of any kind, the plans, elevations, and specification 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 which 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.

Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Architectural Review Committee, the members thereof, nor the Great Bend Yacht Club, Inc., (hereinafter "the Yacht Club") assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications. Neither Developer, the Yacht Club, the Architectural Review Committee, the Board, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Developer, the Yacht Club, the Architectural Review Committee, the Board, or the officers, directors, members, employees, and agents of any of them to recover any such damages and hereby releases, remises, quitclaims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

In the event the Committee, or its designated representative, fails to approve or disapprove within twenty-one (21) days after plans and specifications have been submitted to it, as indicated by written receipt, or in any event, if no suit to enjoin the construction be required, the related covenants shall be deemed to have been fully complied with.

PART E GENERAL PROVISIONS.

E-1 TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifty years from the date of the recordation of these covenants, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or in part.

E-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.

E-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, the undersigned have hereto set their signature and seal, this ____ day of October, 2000.

BUTLER BASIN MARINA, LLC

BUTLER BASIN MARINA, LLC
TO AMENDMENT OF RESTRICTIONS
GREAT BEND AT BUTLER BASIN
STATE OF ALABAMA
COUNTY OF MADISON

KNOW ALL MEN BY THESE PRESENTS: That, Whereas, the undersigned are all of the owners and the developer of all of the lots and property known as Great Bend at Butler Basin, Huntsville, Alabama, according to the plat of said subdivision of record in the Office of the Judge of Probate of Madison County, Alabama in Plat Book 41, Page 29, and

WHEREAS, the developer, Butler Basin Marina, LLC, has established certain restrictions as to the use and enjoyment of said lots and property embraced in said plat, said restrictions being of record in the Office of the Judge of Probate of Madison County, Alabama in Book 985, Page 712, and

WHEREAS, it is the desire of the undersigned to amend Part B of said restrictions to provide that Part C-1 and C-3 of the restrictions would not apply to the development of Lot 26, in the event Lot 26 was developed as a multi-unit residential condominium complex.

NOW, THEREFORE, in consideration of the premises and other valuable considerations, the receipt whereof is hereby acknowledged, the undersigned hereby agree that Part B of said restrictions are hereby amended by deleting the existing Part B and substituting in lieu thereof a new Part B as follows:

PART B AREA OF APPLICATION

FULLY PROTECTED RESIDENTIAL AREA. The residential area covenants in Part C in their entirety shall apply to the entire subdivision; however, the undersigned specifically reserves the power and authority to develop or to allow the development of Lot 26 as a multi-unit residential condominium complex. In such event, Part C-1 and C-3 of these Restrictions would not apply to the development of Lot 26, except in no case shall the total heated and cooled square footage of each condominium unit be less than twenty-eight hundred (2800) square feet. The development of Lot 26 would then be governed by the separate condominium documents.

Except as hereby amended, said Restrictions remain in full force and effect and are hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the undersigned have hereto set their hand and seal, this _____ day of February, 2002.

BUTLER BASIN MARINA, LLC

BY: Forest R. Knowles
Managing Member

Catherine L. Knowles

Patricia C. Hickey

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned Notary Public in and for said County and State, hereby certify that Forest R. Knowles, whose name as Managing Member of Butler Basin Marina, LLC, is signed to the foregoing Amendment of Restrictions, and who is known to me, acknowledged before me on this date that, being informed of the contents of such Amendment of Restriction, he, as such Managing Member and with full power and authority, executed the same voluntarily on the day and year first above written.

Given under my hand and seal this _____ day of February, 2002.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned Notary Public in and for said County and State, hereby certify that Forest R. Knowles, whose name is signed to the foregoing Amendment of Restrictions and who is known to me, acknowledged before me on this day, that being informed of the contents of such Amendment of Restrictions, he executed the same voluntarily on the day and year first above written.

Given under my hand and seal this _____ day of February, 2002.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned Notary Public in and for said County and State, hereby certify that Catherine L. Knowles, whose name is signed to the foregoing Amendment of Restrictions and who is known to me, acknowledged before me on this day, that being informed of the contents of such

Amendment of Restrictions, she executed the same voluntarily on the day and year first above written.

Given under my hand and seal this ____ day of February, 2002.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned Notary Public in and for said County and State, hereby certify that Patricia C. Hickey, whose name is signed to the foregoing Amendment of Restrictions and who is known to me, acknowledged before me on this day, that being informed of the contents of such Amendment of Restrictions, she executed the same voluntarily on the day and year first above written.

Given under my hand and seal this ____ day of _____, 2002.

Notary Public
My Commission Expires: _____