

An aerial photograph of a large lake with several forested islands. The sky is filled with soft, golden clouds, suggesting a sunset or sunrise. The water is calm, reflecting the light from the sky. The islands are covered in dense green trees, and a few small buildings are visible on one of the islands. The overall scene is peaceful and scenic.

Pointe Sixteen

A T S M I T H L A K E



Nestled between the Lewis Smith Lake Dam and Trident Marina, Pointe Sixteen is situated in a prime location for development.

We are offering 70+ waterfront parcels carved from some of the most admired and coveted lake property in North Alabama.

This project is a rare offering of waterfront parcels which have been untouched since the construction of Smith Lake in the 1960s. Now is your opportunity to own within this development which offers the only address named after our beautiful lake: Smith Lake Lane.

Come for a boat tour to see for yourself!

PRICING

LOT#	ACRES*	WATER FRONTAGE*	PRICE
2	4.87	145'	SOLD
3	5.19	328'	SOLD
4	5.45	295'	SOLD
5	10.33	323'	SOLD
6	5.05	212'	SOLD
7	5.34	394'	SOLD
8	3.49	294'	\$599,900
9	3.12	223'	SOLD
10	5.62	161'	\$245,000
11	2.35	224'	SOLD
12	2.90	743'	SOLD
13	1.85	217'	SOLD
14	1.63	175'	SOLD
15	1.85	314'	SOLD
16	1.82	274'	SOLD
17	1.78	404'	NEW BUILD FOR SALE
18	2.66	285'	\$499,000
19	1.85	204'	SOLD

**All Measurements and dimensions are approximate.
Purchasers to verify all items of importance.*

PRICING

LOT#	ACRES*	WATER FRONTAGE*	PRICE
20	2.21	253'	SOLD
21	1.58	211'	\$299,000
22	1.90	266'	\$399,000
23	1.83	214'	\$264,000
24	10.64		SOLD
25	4.22	174'	\$325,000
26	2.48	315'	\$499,000
27	3.46	215'	SOLD
28	4.26	332'	SOLD
29	4.73	358'	\$540,000
30	6.80	215'	SOLD
31	2.68	210'	\$355,000
32	3.44	223'	SOLD
33	1.38	188'	SOLD
34	1.00	170'	SOLD
35	1.13	170'	SOLD
36	1.37	212'	NEW BUILD FOR SALE
37	0.68	202'	NEW BUILD FOR SALE

**All Measurements and dimensions are approximate.
Purchasers to verify all items of importance.*

PRICING

LOT#	ACRES*	WATER FRONTAGE*	PRICE
38	0.72	200'	SOLD
39	0.96	200'	SOLD
40	0.86	200'	SOLD
41	0.79	275'	\$435,000
42	0.61	219'	\$340,000
43	0.46	140'	\$175,000
44	0.71	209'	\$260,000
45	1.15	298'	\$385,000
46	0.70	175'	NEW BUILD FOR SALE
47	0.98	164'	SOLD
48	1.19	173'	SOLD
49	1.65	213'	SOLD
50	2.73	201'	SOLD
51	2.73	375'	\$570,000
52	4.53	640'	\$975,000
53	4.13	339'	SOLD
54	2.15	284'	SOLD
55	1.47	250'	\$399,000

**All measurements and dimensions are approximate.
Purchasers to verify all items of importance.*

PRICING

LOT#	ACRES*	WATER FRONTAGE*	PRICE
56	0.89	174'	\$260,000
57	1.50	202'	SOLD
58	2.21	185'	\$285,000
59	1.93	209'	\$320,000
60	1.53	202'	\$320,000
61	2.05	191'	SOLD
62	2.37	198'	SOLD
63	2.84	187'	\$280,000
64	4.10	213'	SOLD
65	2.04	210'	SOLD
66	1.80	204'	\$370,000
67	2.94	245'	SOLD
68	2.67	199'	SOLD
69	4.25	203'	\$320,000
70	5.34	400'	\$595,000
71	16.48	391'	\$605,000
72	7.54	235'	SOLD
73	5.17	270'	SOLD
74	6.50	265'	\$450,000

**All measurements and dimensions are approximate.
Purchasers to verify all items of importance.*

All lots are dockable with water year round.



OVERVIEW *of* RESTRICTIONS

These Rules and Regulations shall apply to the Pointe Sixteen Subdivision and supplement the provisions of the Declaration of Covenants of Pointe Sixteen Subdivision and the Certificate of Formation and Bylaws of Pointe Sixteen Subdivision Association, Inc. Capitalized terms used in these Rules and Regulations are as defined in the Declaration of Covenants of Pointe Sixteen Subdivision.

The Board of Directors may alter, amend, delete or change these Rules and Regulations at any time upon a majority vote thereof.

Section 1. Size of Residential Structures No residence shall be fewer than 2,000 square feet of finished space, not including a basement, if any. No residential or other structure shall be higher than two stories above-grade.

Section 2. EXTERIOR MATERIALS:

Exterior materials shall be of natural stone, brick or concrete siding as approved by the Architectural Review Committee (“ARC”). No vinyl siding will be permitted. Metal roofs will be permitted only if approved by the ARC.

Section 3. GARAGES:

Detached and attached garages are allowed provided they match the main structure in style, colors, and materials.

Section 4. SETBACKS:

Residential structures shall be constructed no closer than fifty (50) feet from the front line of the Lot and no closer than fifteen (15) feet from each side lot line.

Section 5. TRASH DISPOSAL:

Trash, garbage and other waste shall be disposed of only in designated areas and in containers and bags specified by the Board. All refuse shall be disposed of in a clean and sanitary manner in sealed, waterproof bags, so as to avoid leakage in route to the refuse receptacles.

Section 6. STORAGE:

Articles of personal property belonging to any Lot Owner, such as bicycles, wagons, toys, furniture (other than outdoor furniture), clothing and other articles, shall not be stored or kept in an area which is visible from the streets or from the lake.

Section 7. NUISANCES:

No unlawful, immoral, noxious or offensive activities shall be carried on on any Lot, the Common Areas or elsewhere in the Subdivision, nor shall anything

Section 7. be done therein or thereon which shall constitute a nuisance or which shall, in the judgment of the Board of Directors, cause unreasonable noise, odors, light or other disturbance to others. All radios, televisions, musical instruments or other items which cause noise shall be maintained at a level that does not annoy or interfere with other Lot Owners' or tenants' enjoyment of the Property.

Section 8. PETS:

- 8.1** The maintenance, keeping, breeding, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be, and are hereby, prohibited on any Lot, or upon any Common Area, except that this shall not prohibit residents from keeping no more than a total of two (2) well-behaved, orderly dogs, cats and/or caged birds or other domestic pets, provided they are not kept or maintained for commercial purposes or for breeding. Menacing dog breeds shall not be allowed in the Subdivision.
- 8.2** Pets shall not be allowed on any part of the Common Areas unattended for any period of time. No pets shall be permitted within the Common Areas unless they are carried or are on a leash.
- 8.3** Pet owners are responsible for cleaning where pets leave waste in the Common Areas, or adjacent properties and shall be cleaned up immediately.

- 8.3** Failure to clean up after a pet shall subject the Lot Owner to a fine.
- 8.4** Any resident who has a pet in any portion of the Subdivision shall indemnify and hold the Association and each of its members, their tenants, guests and employees, free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Subdivision.
- 8.5** The Board of Directors of the Association shall have the right to order any person whose pet is a nuisance to remove such pet permanently from the premises upon three (3) days' prior written notice.

Section 9.

SIGNS:

A maximum of two (2) signs, in size and color to be approved by the ARC, may be posted on a Lot upon a single sign slab approved by the ARC, at a height not to exceed five (5) feet from the ground level advertising the Lot for sale, or during the construction of such dwelling, containing information identifying the builder of such dwelling. No other signage, banners, flags, or advertising posters shall be allowed without obtaining ARC approval. The location of such signage shall be established by the ARC but in no event shall any signage authorized by this section or which may be approved by the ARC be attached, nailed or otherwise adhered to any tree or other plant life on a Lot.

Section 10. **PARKING AND DRIVING:**

- 10.1** No vehicle or trailer for watercraft of any sort shall be parked on the Common Areas (except in a designated parking space, if any).
- 10.2** No vehicle which cannot operate on its own power shall remain on any Lot for more than ten days without the express permission of the Board of Directors of the Association. A violation of this rule will result in the vehicle being towed away at the expense of the Owner and/or the imposition of a fine.

Section 11. **COMMON ELEMENTS:**

- 11.1** Only authorized maintenance personnel are allowed to adjust any Common Area equipment.
- 11.2** Any damage to any equipment located on the boat ramp or other Common Area or adjacent property caused by an Owner, his family members, guests, tenants, invitees or pets shall be repaired by the Association, and the cost thereof shall be assessed against the Lot Owner as a special assessment.
- 11.3** No item of common ownership shall be removed from the Common Areas or damaged by any resident or guest. Any Owner, resident, family member, guest, tenant or invitee violating this rule shall be sanctioned, fined or subject to criminal prosecution by the Association. The Owner of the Lot in which said resident resides or guest visits shall be held responsible for the cost of any item so removed or damaged.

Section 12.

ASSOCIATION MANAGEMENT:

12.1

Complaints or suggestions regarding the management of the Subdivision or regarding the actions of other Owners or residents shall be made in writing to the Board of Directors of the Association.

12.2

No Owner shall request or cause an employee of the Association, or of any management company employed by the Association, to do any private work during normal business hours on any Lot, except as authorized in writing by the Association.

Section 13.

STRUCTURES AND SATELLITE DISHES:

No structures or appurtenances, such as a doghouse, tent, shack, treehouse, clothesline, trailer, aerial antenna or playground equipment, shall be placed or erected on any Lot which is visible from the street or from the lake. Fences are allowed provided they do not obstruct an adjoining property owner's water view. No satellite dishes over one (1) meter shall be allowed on the Lot at any time. Satellite dishes less than one (1) meter will be allowed on the Lot only with the express written approval of the Board of Directors as to location of the receiving equipment and dish.

Section 14.

LEASE AGREEMENTS:

Entire Lots may be leased by the Lot Owners; provided, however, that any such lease and the rights of any tenant thereunder are hereby made expressly subject to the power of the Association to prescribe

Section 14. reasonable rules and regulations relating to the lease and rental of Lots and to enforce the same directly against such tenant or other Occupant by the exercise of such remedies as the Board deems appropriate; provided, however, that no restrictions shall be imposed which shall have the individual or cumulative effect of prohibiting or materially impairing the rental or lease of Lots. No individual rooms may be rented. Further, all leases must be in writing for a term no less than twelve (12) months, with a copy provided to the Association upon request by the Association. This restriction on use shall be a covenant running with each Lot, creating a burden on each Lot and Lot Owner for the benefit of every other Lot and Lot Owner. Notwithstanding anything contained in this Section to the contrary, each Lot Owner shall be responsible for the actions of his tenants and nothing herein or in any such lease shall relieve a Lot Owner of his obligations under the Subdivision Documents. Each Lot Owner who has or who shall lease his Lot irrevocably empowers and authorizes the Association or its managing agent to enforce the Rules and Regulations of the Association and to terminate the lease of and evict any tenant who fails to comply with said Rules or who provides other sufficient cause for termination of the lease and eviction in accordance with the laws of the State of Alabama, the Subdivision Documents or any contract for lease. The Association, the Board or its managing agent shall not become liable to any Lot Owner or sublessor or other party for any loss of rents or other damages resulting from the

Section 14.

reasonable exercise of the provisions of this Section. The provisions of this Section shall not be applicable to the Developer who is irrevocably empowered without any limitation at all times, whether for permanent or temporary occupancy to sell, lease or rent Lots for any period and under any terms to any lessees or purchasers or transferees with the right to take any action necessary to consummate the sale or rental of said Lots, including, but not limited to, post signs, have employees in the offices maintained in the Subdivision buildings, use the Common Areas and show Lots to prospective tenants. Sales office signs and all items pertaining to the rental or sale of Lots shall not be considered Common Areas and shall remain the property of the Developer.

Section 15.

TENANTS:

The Board of Directors shall have the authority to contact any tenant in the Subdivision and counsel or discuss any relevant issue concerning the Subdivision Documents, Rules and Regulations or any violations thereof. Thereafter, should the tenant violate or continue to violate the Subdivision Documents or Rules and Regulations, the Lot Owner will take appropriate legal action to remedy the violations. The Lot Owner remains subject to fines for any violations by the tenant.

Section 16.

**CONSTRUCTION UPON OR
IMPROVEMENTS TO LOTS:**

Prior to the commencement of any construction upon any Lot or improvement to any Lot, the Lot Owner must obtain the written approval of the Board of

Section 16.

Directors of the Association. Prior written approval will only be given after submission of drawings or plans showing in detail the nature and extent of construction or improvement. The Lot Owner shall post a damage deposit with the Association in an amount set by the ARC at least one (1) week before commencement of construction or improvement. A general inspection will be conducted of the roads and Common Areas in the general area of the construction prior to the commencement of construction to determine the preexisting condition of the area. The Board of Directors may require proof of contractor liability insurance.

During construction, the contractors, workmen, suppliers and employees must take care to not damage the roads or Common Areas of the Subdivision. Further, such contractors, workmen, suppliers and employees are not permitted on any other part of the Subdivision Property and will be ejected if they are observed on any other portion of the Property. The Lot Owner shall be totally responsible for the contractors, workmen, suppliers and employees while they are on the Subdivision Property, and the cost to repair any damage or loss to the Subdivision Property caused by the contractors, workmen, suppliers and employees will be assessed as a special assessment against the Lot Owner hiring such contractors. Construction activities are limited to Monday through Friday, 7:00 a.m. to 6:00 p.m., and such activities may not interfere with the quiet enjoyment of the other Lot Owners. No portion of the Common Areas may be altered in any way by any Lot Owner.

Section 16. After the construction or improvements are completed, the Lot Owner must notify the Association, and a walk-through of the general area of the construction will be performed by an appointed agent of the Association before any portion of the damage deposit will be returned. The cost to repair any damage caused by the construction will be deducted from the deposit. If the cost to repair any damage caused by the construction exceeds the deposit, a special assessment will be made against the Lot Owners.

Section 17. ADMISSION OF GUESTS ON
SUBDIVISION PROPERTY:

- 17.1** No garage sales may be held in the Subdivision.
- 17.2** Each Lot Owner is responsible for every person such Owner or resident admits into the Subdivision, and such entry shall not be permitted except to invited or expected family members, guests and invitees. Any damage caused by the invited person or guest will be assessed against the Lot Owner, and the Lot Owner will be responsible for paying any fine assessed by reason of the tenant, invited guest or family member of the Lot Owner.
- 17.3** Any Owner who has his or her Lot for sale is responsible for any person on the Lot viewing such Lot and is responsible for providing ingress and egress to such prospective purchaser or sales agent.

Section 18.

RULES AND REGULATIONS:

There shall be no violation of any of these Rules and Regulations or of the terms and provisions of the Subdivision Documents, or other supplemental Rules which may, from time to time, be adopted by the Board of Directors and promulgated among the membership in writing. Any consent or approval given under these Rules and Regulations may be added to, amended, or repealed at any time by resolution of the Board of Directors.

Section 19.

**ENFORCEMENT OF RULES
AND REGULATIONS:**

The Association is responsible for the notification of residents and/or Lot Owners regarding violation of these Rules. A minimum fine of \$250 will be assessed against any resident and Owner who violates, or allows to be violated by his family members, guests, tenants, invitees or pets, any Rule or Regulation. Also, fines may be assessed to cover costs of repairs and damages resulting from any violation. All charges and fines imposed by the Association are due and payable on the first day of each month unless otherwise specified. Failure to pay the fine by the 15th of each month will result in a \$100 late penalty per month. Payment shall be made by check or money order, payable to Pointe Sixteen Subdivision Association, Inc. Failure to pay any fine or assessment shall constitute a lien against the Lot or the Lot Owner.

Section 20.

ASSESSMENTS:

The Association dues shall be set at \$80.00 per month. The Association will charge an initial assessment from all purchasers of Lots from the Developer in the amount of \$500 to initially fund the Association. All monthly Association assessments are due and payable on the first day of each month unless otherwise specified. Payment should be made directly to Pointe Sixteen Subdivision Association, Inc. at _____. Failure to pay by the 15th day of each month will result in a 10% late penalty per month that the assessment is late plus 18% interest on the total outstanding amount. After assessments are sixty (60) days late, the matter will be turned over to the Association's attorney, who shall then institute collection procedures against the Lot Owner. The delinquent Lot Owner will be responsible for the payment of any attorney's fees and costs arising from the legal action.

An aerial photograph showing a dense forest of green trees on a hillside that meets a body of water. A small, curved, light-colored sandy or rocky beach is visible at the water's edge. The water is dark blue with some ripples.

Protective covenants exist to
ensure consistency of our builds.





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