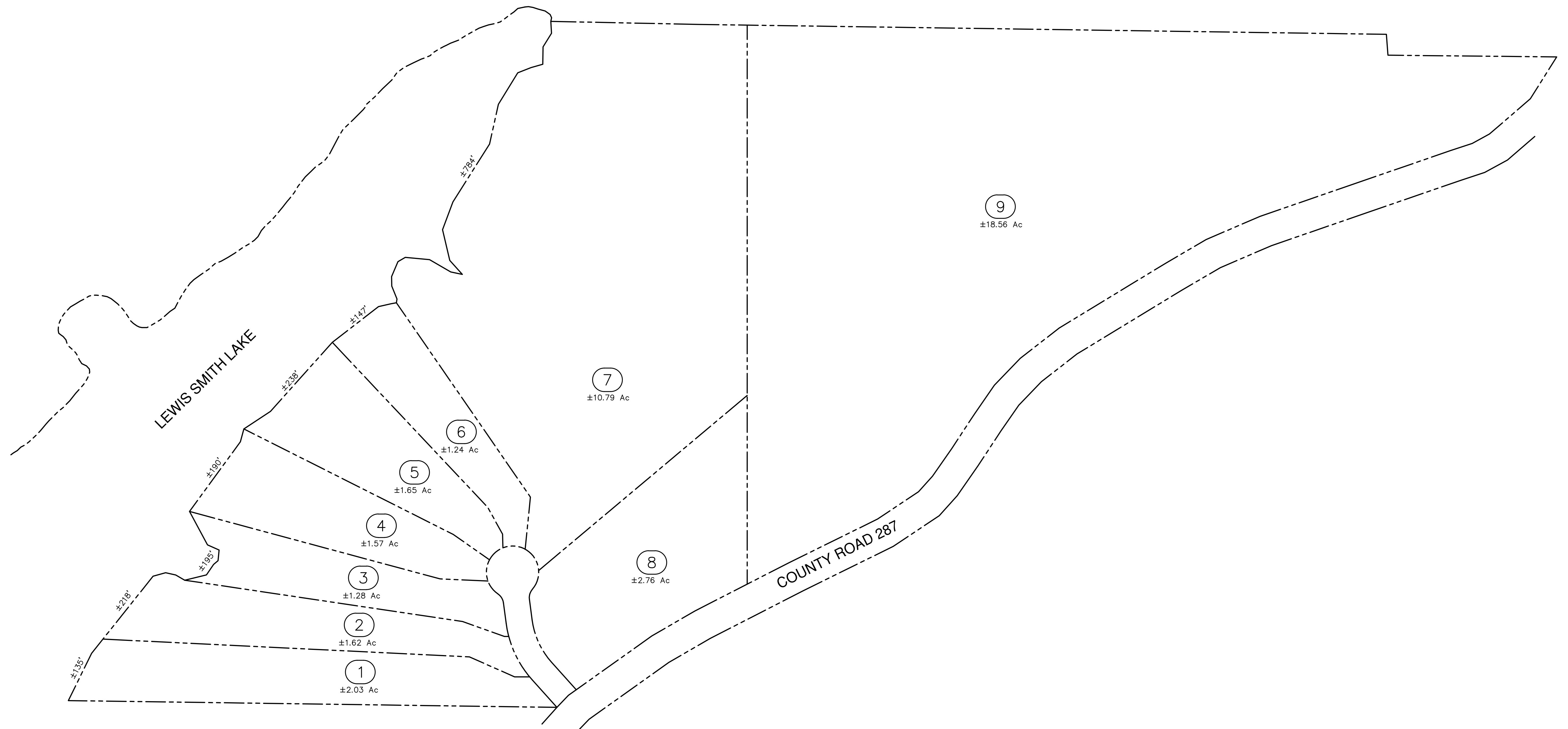
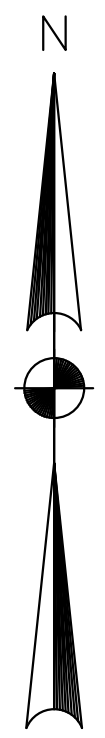
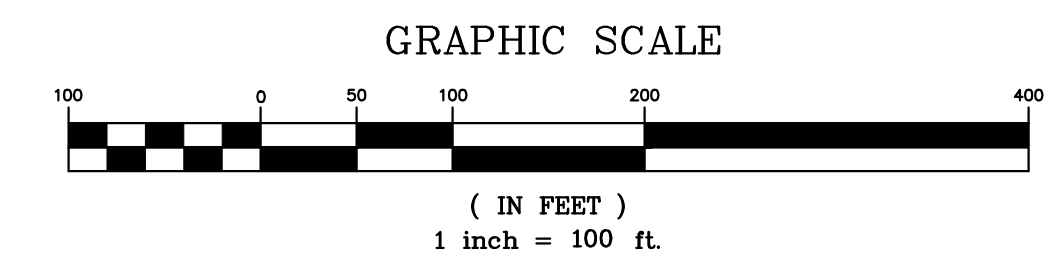


Catalina Crest

AT SMITH LAKE





MISC Book: 400 Page: 979
Recorded: 12/16/2024 1:47PM
Tammy Brown, Probate Judge
Cullman County, Alabama
Inst Num: 378277 - 8 Pages
Fees: \$22.00

Total: \$22.00

STATE OF ALABAMA)
)
CULLMAN COUNTY)

**RESTRICTIONS, COVENANTS AND CONDITIONS
FOR
CATALINA CREST SUBDIVISION**

This declaration of Restrictions, Covenants, and Conditions made this the 16th day of December, 2024, by 287, LLC by Jonathon T. Franklin, Member, as the authorized officer of said company, the owner of the below described real estate located in Cullman County, Alabama, to wit:

**CATALINA CREST SUBDIVISION
AS FILED FOR RECORD IN PLAT BOOK 2024, PAGE 48
IN THE OFFICE OF THE JUDGE OF PROBATE OF CULLMAN COUNTY, AL**

The undersigned intends to sell the above described property in lots, restricting the same in accordance with a common plan designed to preserve the value and residential qualities of the land for the benefit of its future owners.

The undersigned declares that the real property described above shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the covenants, restrictions, conditions, and limitations set forth below expressly and exclusively, for the use and benefit of the property and of each and every person or entity who now owns or, in the future, may own any portion or portions of the real property, in any of the phases of the development of CATALINA CREST SUBDIVISION. Said restrictions, covenants, conditions and limitations shall constitute covenants running with the land, shall apply in their entirety to all lots in the CATALINA CREST SUBDIVISION, in Cullman County, Alabama, as recorded in the Office of the Judge of Probate of Cullman County, Alabama in Plat Book 2024, Page 48, and shall be binding upon and inure to the benefit of the undersigned and to all parties and persons owning lots in CATALINA CREST SUBDIVISION.

ARTICLE I – DEFINITIONS

Owner Defined

1.01. “**Owner**” shall mean and refer to the recorded owners, whether one or more persons or entities, of a fee simple title to any lot that is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Properties Defined

1.02. “**Properties**” shall mean and refer to that certain real property hereinabove described and such additions thereto as may hereafter be added to said subdivision.

Lot Defined

1.03. “**Lot**” shall mean and refer to any plot of land or parcel shown upon any recorded subdivision map of the Properties. The rear of the lot shall be that area closest to the water, while the front of the lot shall be that line closest to the road.

Declarant Defined

1.04. “**Declarant**” shall mean and refer to 278, LLC, its successors and assigns if such successors and/or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II – GENERAL PROVISIONS

Severability

2.01. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Land Use and Building Type

2.02. No Lot shall be used except for residential purposes.

No building shall be erected, altered, placed, or permitted to remain on any Lot, other than one single family dwelling not to exceed Two (2) stories in height, not including basements. Any Lot may have situated thereon a garage attached to the dwelling containing up to four bays. The garage must have doors. No road-facing garage doors shall be allowed.

Garage may be detached, as long as exterior finish materials match the residence.

Only one accessory structure shall be allowed, with exterior finish materials matching the residence.

Minimum Dwelling Size

2.03. No dwelling shall be erected with less than Two Thousand (2,000) square feet of heated and cooled, exclusive of porches and garage.

Building Location

2.04. No building shall be located on any Lot nearer than Forty (40) feet from the front Lot line, nearer than ten (10) feet from any interior or side Lot line, or nearer than Fifty (50) feet from the rear of lot line. No Lot Owner shall build any structure in violation of the Alabama Power Company rules and regulations governing the use of the shoreline of Smith Lake, and in no event shall anyone build any permanent structure below the Five Hundred and Twenty-Five

Point One (525.1) foot contour line. For purposes of determining building location, where not in conflict herewith, Fifty (50) feet shall be measured from the Five Hundred and Ten (510) foot contour line, except for where such measurement would allow building below the Five Hundred and Twenty-Five Point One (525.1) foot contour line as a result of the topography of the land. Point Lots may have variance from Fifty (50) foot set back from the Five Hundred Ten (510) foot elevation if needed.

A. Eaves, steps, and open porches shall be considered a part of a building for the purposes of this covenant.

B. A dwelling may be located nearer to a Lot line than provided above with written approval of the Architectural Control Committee.

No residential structures may be erected or placed on less than one full Lot as shown on the recorded plat, the Owner must obtain approval of the Architectural Control Committee in writing. Furthermore, should the Owner of Two (2) adjacent Lots desire to build and maintain one dwelling on both Lots, said Owner must obtain approval of the Architectural Control Committee in writing, including approval of any relocation or extension of any easement. The side Lot restrictions shall apply to the side Lot lines of the combined Lot.

Materials

2.05. No aluminum and/or vinyl siding shall be used in the construction of any building on any Lot in said subdivision. No metal building shall be allowed in said subdivision.

All structures must be finished in natural materials, exclusive of soffits, eaves and fascia.

All foundations and exposed chimneys shall be covered with brick or finished masonry which will match construction of the dwelling house or building involved. Plans regarding such covering shall be submitted for approval to the Architectural Control Committee.

No exposed concrete or concrete block will be allowed except concrete will be allowed on surface only of driveways or walkways.

All electrical service from the main power source to each individual dwelling shall be underground except with prior written approval by the Architectural Control Committee. Exterior lighting shall be subject to the review of the Architectural Control Committee.

All exterior materials and colors shall be approved by the Architectural Control Committee.

All roofing materials shall be approved by the Architectural Control Committee.

Any conflicts regarding the interpretation of this restriction shall be determined by the Architectural Control Committee.

Satellite Dishes

2.06. The use of satellite dishes will be restricted to the use One (1) satellite dish not to exceed Thirty-Six (36") inches in diameter.

Public Easements

2.07. Perpetual easements are hereby granted to the County of Cullman, Alabama for storm drainage and utility purposes in all cases where easements are indicated on the recorded plat. Easements include the right to ingress and egress by county employees for maintenance of the property included in the easements. No permanent structure shall be erected on any easement.

Mailboxes

2.08. All mailboxes shall be masonry mailboxes, with material matching the residence, approved by the Architectural Control Committee. All mailboxes bear a number placard provided by the Architectural Control Committee.

Nuisances

2.09. No noxious or offensive activity shall be carried on or upon any Lot; nor shall anything be done on the Lot that may become an annoyance or nuisance to the neighborhood. No motor vehicles, boats, or personal water crafts that are not in operating condition shall remain upon any Lot.

Storage and Parking of Boats, Trailers and Other Vehicles

2.10. There shall be no more than Two (2) vehicles parked outside a garage or dwelling on a regular, permanent basis. No motor homes, campers, boats, personal water crafts, trailers, wrecked automobiles, unmaintained automobiles can be parked on streets or stored on Lots within the subdivision outside of garages properly constructed for the storage thereof.

Signs

2.11. No signs of any kind may be displayed to the public view on any Lot except one professional sign of not more than Five (5) square feet advertising the property for sale or signs used by the builder to advertise the property during the construction and sales period.

Temporary Structures

2.12. No structure of a temporary character, trailer, mobile home, modular home, basement, tent, shack, yurt, garage, barn or other building shall be used on any Lot at any time as a residence, either temporarily or permanently.

All dwelling construction shall be completed within Twelve (12) months of commencement, unless prior written approval is obtained from the Architectural Control Committee.

All exterior seasonal decorations shall be removed within Thirty (30) days from the holiday being celebrated.

Oil and Mineral Operations

2.13. No oil drilling or refining, quarrying, or mining operations of any kind shall be permitted on 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 structures designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Livestock and Poultry

2.14. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lots except as provided herein. Dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No household pet shall unreasonably disturb and/or endanger the health of the Owner or guest of any residence.

Garbage and Refuse Disposal

2.15. No Lot shall be used as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers out of sight from street view. All equipment for the storage or disposal of such material shall be kept in a clean, sanitary condition and shall be of uniform size and appearance and be approved by the Architectural Control Committee.

Reasonable efforts shall be made to keep feral or domestic animals from disturbing garbage and refuse disposal.

Garbage and refuse containers shall be removed from street side within Twenty-Four (24) hours of garbage and refuse pickup.

Sewage Disposal

2.16. All Lots shall have individual sewage disposal systems as permitted in accordance with the requirements, standards, and recommendation of the State of Alabama and Cullman County Health Department. Approval of the system as installed shall be obtained from such authorities.

Sight Distances at Intersection

2.17. No wall, hedge, or shrub that obstructs sight lines at elevations between Two (2) and Six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points Twenty-Five (25) feet from the intersection of the street lines. The same sight line limitations shall apply on any Lot within Ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the specified

distance of the intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of the sight lines.

Fences

2.18. All plans for fences must be submitted to and approved by the Architectural Control Committee in writing before construction of the fence. No fences other than wooden fences, privacy screens masonry, and/or ornamental fences shall be allowed. No fences shall be installed at the rear of the homesite. The rear of the Lot shall be as defined in Article I, Section 1.03.

Boathouses and Piers

2.19. It is permissible for each Lot Owner to construct a pier, boat dock, a floating boat house, walls and sea water front, having first obtained permission of Alabama Power Company to so construct, if such construction is contemplated in the area of said Lot lying below datum plane Five Hundred Twenty-Two (522) feet above sea level. Floating boathouses may not have exterior walls of metal, wood, or corrugated plastic. No structures authorized by this statement shall exceed a total height of Sixteen (16) feet. As with any other construction, the Lot Owner shall first receive approval by the Architectural Control Committee for any additions on the waterfront.

Rentals

2.20. No rental and/or lease agreement of Properties shall be allowed, that are less than Thirty (30) consecutive days in duration.

Architectural Control

2.21. No improvements or structures of any kind, including without limitations, any buildings, boat houses, piers or docks, vents, garage, wall, lighting system, site paving, grading, parking area, sewer, drain, decorative building, landscaping, landscape device or object, shall be commenced, erected, placed or maintained on any Lot; no addition, change or alteration therein, thereof, or thereto shall be made; and no subdivision platting or re-platting of any Lot shall be made unless and until the plans and specifications, showing the color, nature, kind, shape, materials, and location of the same, shall have been submitted to and approved in writing by the Architectural Control Committee. All plans and specification shall be evaluated as to harmony or external design and location in relation to the surrounding structures and topography.

Architectural Control Committee

2.22. The initial Architectural Control Committee shall be composed of the members of developer, 287, LLC. The initial members of the Architectural Control Committee shall serve

until such time as in their sole discretion they deem it appropriate to resign. Prior to resignation of any initial Architectural Control Committee member, they shall appoint a Lot Owner to replace said committee member, until such time as there are no initial Architectural Control Committee members still serving. At that time, and any time thereafter, the then current record Owners of a majority of the Lots of all recorded phases shall have the power, through a duly recorded written instrument, to change the membership of the committee, or to change or restore to it any of its powers and duties.

In the event of the death or resignation of any member of the committee, not an initial committee member, the remaining members shall have full authority to designate a successor. A member may resign by giving written notice to each of the other members. Resignation is effective on the date that the notice is delivered. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. A majority of the committee may designate a representative to act for it.

Committee Procedures

2.23. The committee's approval or disapproval, as required in these covenants, shall be in writing. The committee shall act within a reasonable time after plans and specifications are submitted to it.

Term

2.24. The restrictions, covenants, and conditions contained herein shall run with the land and shall be binding on all parties and all persons claiming under them for a period of Twenty-One (21) years. These covenants shall be automatically extended for successive periods of Ten (10) years unless a majority of the then current Owners of the Lots sign and record an instrument revoking or altering these covenants in whole or in part.

A majority vote of the current Owners of the Lots in the subdivision may alter these covenants in whole or in part by a recorded instrument.

The Owner of each Lot shall be entitled to one vote for each Lot he or she owns. In no event shall there be more than one vote cast with respect to any Lot.

Enforcement

2.25. Enforcement shall be by proceedings at law or in equity, either to restrain violation or to recover damages, against any person or persons violating or attempting to violate any covenant.

Severability

2.26. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

IN WITNESS WHEREOF, Jonathon T. Franklin as Member of 287, LLC, has hereunto set his hand and seal this the 16th day of December, 2024.

287, LLC

[Signature] member 287, LLC

By: Jonathon T. Franklin

Its: Member

STATE OF ALABAMA)
)
CULLMAN COUNTY)

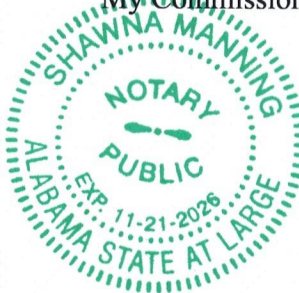
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Jonathon T. Franklin as Member of 287, LLC, who with full authority and whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of December 2024.

[Signature]
Notary Public

My Commission Expires: 11-21-2026

THIS INSTRUMENT WAS PREPARED BY:
Heath E. Meherg, Attorney at Law
GRIFFITH, LOWRY & MEHERG, LLC
409 First Avenue SW
Cullman, AL 35055





Catalina Crest

AT SMITH LAKE



Justin Dyar
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