

STATE OF ALABAMA

COUNTY OF CULLMAN

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Tammy Brown, Probate Judge
Cullman County, Alabama
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Total: \$12.00

MD

THE ENCLAVE AT SMITH LAKE SUBDIVISION

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS**

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS, (the "Declaration") is executed and effective this 10 day of June 2026, by B&R LAKE PROPERTIES, LLC, an Alabama limited liability company (the "Developer"):

WITNESSETH:

WHEREAS, Developer is the owner of certain real estate in Cullman County, Alabama as more particularly described in the Plat for The Enclave at Smith Lake, of record in Plat Book 2026, Page 22, in the Office of the Judge of Probate of Cullman County, Alabama (said real estate being referred to herein as the "Development");

WHEREAS, Developer desires to provide for the protection and preservation of values, desirability and character of the Development;

WHEREAS, Developer desires for the Development to be pursuant to a general residential subdivision plan covering all of the lots and subject to certain protective covenants, conditions and restrictions, all running with the land.

NOW, THEREFORE, Developer, as legal title holder of the Development and in order to protect the value, attractiveness and desirability of The Enclave at Smith Lake, and in furtherance of a general plan for the development, protection, improvement and sale of the lots, the Developer hereby declares that all of The Enclave at Smith Lake Subdivision shall be subject to the following protective covenants, conditions and restrictions, all of which shall run with the land and be binding upon all parties having or acquiring any right, title, or interest in the described land or any part thereof.

1. All lots in The Enclave at Smith Lake Subdivision shall be used for residential purposes only. No commercial enterprise shall be carried on within the confines of any lot, nor on any pier, dock, or other structure adjacent thereto.
2. No more than one (1) dwelling and one (1) boat dock or pier may be situated on any one lot. The lots shall not be subdivided.

3. All dwellings situated on the lots shall be single-family detached dwellings only and shall be constructed on the lots upon which they are situated. No dwelling may be moved onto any lot. The dwelling shall not be located nearer than twenty-five (25) feet from any side lot line or nearer than 40 feet from any front lot line. All dwellings shall contain a minimum of 2,000 square feet with a 1,500 square-foot footprint, excluding the garage. No vinyl siding is allowed. The only exterior materials allowed are stone, brick, natural wood or Hardie Board.
4. The Architectural Control Committee ("ACC") shall review and approve plans and specifications for any improvements, including houses, outbuildings, landscaping and boat docks and piers, to be constructed on the Lots or any additions, modifications or alterations thereto prior to breaking ground on any construction. The initial ACC shall consist of Bart Matthew Walker and Belinda Renee Walker. Subsequent ACC members will be appointed by Bart Matthew Walker or Belinda Renee Walker.
5. No mobile home (with or without wheels), or barndominium shall be situated, moved onto, or located on any Lots within the Development, either permanently or temporarily. No structure of a temporary character or recreational vehicle shall be used at any time on any lot for a dwelling or for sleeping purposes; nor shall any recreational vehicle be stored on the property for a period of time in excess of 72 hours, unless housed in an enclosed garage.
6. Each lot will be permitted to contain one shop building. The Architectural Control Committee must approve the location, type, style and appearance of each shop building.
7. No aboveground propane tanks are permitted. Propane tanks must be placed underground.
8. Except on days of waste collection, waste containers shall not be located so as to be visible from the public road or adjoining lots. Propane tanks, and similar tanks, shall not be located so as to be visible from the public road or adjoining lots.
9. No livestock or poultry of any kind shall be raised, bred or kept on the property. No other type of animals shall be bred on the property for commercial purposes.
10. No junk or inoperable appliances, vehicles, boats or other such items shall be permitted to remain on any lot.
11. No timber shall be harvested for commercial purposes, and clear-cutting any lot is not permitted. Clear-cutting shall be defined as removing all or most of the trees in any area of a lot for a reason other than what is necessary for constructing, maintaining, repairing, installing, or protecting from potential harm the dwellings, outbuildings, driveways,

walkways, utilities, utility easements, or any other structures or improvements that are not prohibited by these covenants. It is the purpose of this restriction to have the property remain in a natural state as much as possible for the preservation of trees, wildlife, and other natural resources, while allowing development as permitted and described herein. All tree removal, other than a fallen or diseased tree, must be approved by the ACC prior to removal.

12. If any lot owner, or their heirs, executors, successors, administrators or assigns, shall violate, or attempt to violate any of these protective covenants, conditions and restrictions, herein, it shall be lawful for any owner of an interest in any of the lots to prosecute any proceeding at law or in equity against the alleged violator, either to prevent the violation or to recover damages, and upon successful prosecution may recover costs and attorney's fees.
13. Invalidation of any one of these provisions or covenants by judgment, or court order, shall in no way affect any of the other provisions which shall remain in full force and effect.
14. The Developer reserves the right to amend this Declaration, and to do so at such time, and upon such conditions, in such form and for such purposes as Developer, in its sole discretion, shall deem appropriate by preparing and recording an amendment hereto; provided that this right of amendment shall expire after all lots included herein have been sold to owners other than Developer.

[Signature on separate page]

IN WITNESS WHEREOF, B&R LAKE PROPERTIES, LLC, Developer, has hereunto set its hand and seal on this 10 day of June 2026.

B&R LAKE PROPERTIES, LLC

Bart Matthew Walker

Bart Matthew Walker, Manager

STATE OF ALABAMA,
COUNTY OF CULLMAN.

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Bart Matthew Walker, whose name as Manager of B&R Lake Properties, LLC, is signed to the foregoing Declaration of Protective Covenants, Conditions and Restrictions, and who is known to me, acknowledged before me on this date that, being informed of the contents of the foregoing instrument, he executed the same voluntarily on the day the same bears date.

Given under my/our hand(s) and official seal(s) this the 10 day of June 2026.



Zachary M. Snow
Notary Public
My Commission Expires: 2-14-2029