

STATE OF ALABAMA )  
LAUDERDALE COUNTY )

Recording Fee 21.00  
TOTAL 21.00

**PROTECTIVE COVENANTS**  
**FOR**  
**DEER CREEK VILLAGE**

The undersigned, Wayne Phillips Builders, Inc., is the owner of the property embraced in the subdivision shown on the map and plat prepared by Alexander Maps and Surveys, Inc. and known and designated as **DEER CREEK VILLAGE**, located in Lauderdale County, Alabama, and shown on Plat Book 7, Page 11, and First Southern Bank is the holder of two mortgages on this property. If there is a conflict between these Protective Covenants and the subdivision plat, the plat will override these covenants. The undersigned owners hereby impose on all of the lots provided in said plat the following covenants and building restrictions:

**I. APPROVAL OF ARCHITECTURAL CONTROL COMMITTEE:** The Architectural Control Committee will be composed of three members, and the initial members are Wayne Phillips, Debby Phillips, and Tyler Phillips. No structure of any kind shall be built on said property until the plans and plot plan for same have been approved in writing by the "Architectural Control Committee", which approval shall not be reasonably withheld. A majority of the committee may designate a representative to act for it. Any vote on any questions presented to the Committee may be presented orally in any Committee meeting or in writing, whether or not such party may be present at such meeting. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor.

**II. LAND USE AND BUILDING TYPE:** Except as provided below, no lot or part thereof shall be occupied, used or maintained except as a one family dwelling house primarily devoted to and used as a residence. No lot may be subdivided without the written consent of the Architectural Control Committee. Commercial buildings, multi-family buildings, mobile homes, and pre-fabricated residences are expressly prohibited. No part of any lot will be used as a roadway to adjoining property. The developer, its successors and assigns retain the right to use part of Lot 10 as a 60 foot right of way if it ever acquires and develops property east of this subdivision.

**III. CONSTRUCTION, DWELLING QUALITY, AND SIZE:** The minimum living area of a one story dwelling must have a minimum living area of 2,000 square feet. A 1-1/2 or 2-story dwelling must have a minimum ground floor living area of 1,500 square feet. Porches, attached garages, breezeways and basements shall not be included in computing the above minimum living area. No dwelling shall remain incomplete for a period of 12 months and no unfinished dwelling may be occupied. The surface of the foundation of any structure must be covered with the same material as the residence. The exterior of any structure must be at least 80% brick. All roofs must have a pitch line of at least 9:12 except for porches. All dwellings should have good quality workmanship and materials. All homes must be built either by the property owner or by a licensed Contractor to insure quality workmanship and protection for all residents. Garages or a detached garage permissible for the storage of not more than three cars, are to be constructed from the same or equal materials as the main structure. All garages must have garage doors suitable to block the view of the interior of the garage from the street.

**IV. BUILDING LOCATION:** All lots are subject to the building setback lines as reflected on the subdivision plat:

(1) No building shall be located on any lot nearer than 35 feet to the front lot line, or nearer than 30 feet to any side street line. No building shall be located nearer than 10 feet to an interior side lot line. No dwelling shall be located on any lot nearer than 30 feet to the rear lot line.

(2) As to all lots, setbacks are to be approved in writing by the Architectural Control

Handwritten initials or marks at the bottom left corner.

Committee prior to construction. For purposes of this covenant, eaves, steps and open porches shall not be considered in computing the setbacks. Where the phrase "lot line" is used herein the same shall be construed to mean the property ownership line if someone owns and builds upon 2 or more lots.

(3) As to all lots, garages may face the road at the front of the property, but garage doors must be closed except for entering and exiting.

(4) As to all lots, the residence cannot be closer or nearer than 10 feet from the front or rear of any adjacent residence.

**V. 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.

**VI. NUISANCE:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance. Commercial trucks over one ton in size, motor homes, campers, commercial trailers or livestock hauling trailers are not to be parked on streets overnight, except where construction on houses is in process and construction vehicles are parked on lots or streets out of necessity. There shall be no construction or repair of motor vehicles, water craft, tractors or other mechanical devices, except that which can be done and is done of a non-commercial nature. Parking and storage of non-operating automobiles, trucks, boats or other vehicles is prohibited, except within a garage located upon the property. Vehicles without all tires in operating condition and not currently licensed will be considered non-operating vehicles. Travel trailers and other recreational vehicles may be parked behind the setback lines as shown on the plat, but shall not be used as a residence and shall not be connected to any utilities. Any satellite dishes on any lot must be located at the rear of the residence. No exterior clotheslines are allowed unless located at the rear of the residence and the view of such clothesline is blocked by a fence.

**VII. TEMPORARY STRUCTURE:** No structure of a temporary character, mobile home, house trailer, modular home, basement, tent, shack, garage, barn or outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No outbuilding shall be constructed prior to the commencement of the construction of the residence.

**VIII. OUTBUILDINGS:** No basement, tent, shack, garage, barn or other outbuilding shall be permitted on any lot except with the written approval of the Architectural Control Committee. All outbuildings will have the same setback restrictions as a detached garage as outlined in paragraph IV and shall be of a similar exterior as the main residence.

**IX. ANIMAL CONTROL:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Any outside dogs must be kept in a fenced back yard or on a leash. No chronic barking dogs will be allowed in this subdivision. The main purpose and intention of this restriction is to maintain the quiet and peace of the subdivision and for the safety of children in the subdivision.

**X. GARDEN:** No lot may be used for agricultural purposes except that a private vegetable garden may be maintained on the rear one-third of each lot.

**XI. FENCES:** No fences shall be placed on any lot except upon written approval of the Architectural Control Committee. There will be no chain link fences and fences will not block the view of any adjacent lot. Only fences from the rear corner of the house toward the rear of the lot will be allowed. All fence rows must be kept clean from weeds and brush.

**XII. MAILBOXES:** All mailboxes in the subdivision must conform to the design and color as specified by the Committee.

**XIII. BUSINESS OR TRADE:** No business or trade of any kind or other commercial enterprise or noxious or offensive activity shall be engaged in or carried on upon any of the lots

with the exception of teaching the various arts, tutoring, an office not open to the public, or babysitting not more than three children who are not members of the household.

**XIV. MAINTENANCE OF LOTS, LAWN AND GARBAGE DISPOSAL:**

(a) The entire lot shall be maintained clean, neat and free of undergrowth at all times and no noxious or offensive conditions shall be continued thereon. No lot shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers and equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Burning garbage is prohibited except during construction of homes.

(b) All lots and all improvements located therein or thereon, shall be kept and maintained by the Owners thereof in good order and repair and free of all debris, including but not limited to, the sowing, sodding, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, from the date of purchase of lot.

(c) Each lawn must be landscaped within one year of completion of the residence. No wood or other such items shall be dumped in any yard, but must be stacked neatly out of sight from the street.

(d) All swimming pools must be "in-ground" and located at the rear of the residence and must be surrounded by a privacy fence.

**XV. SIGNS:** No sign of any kind shall be displayed in public view on any lot, except one sign of not more than five (5) square feet advertising the property for sale or rent. The Subdivision developers may have no more than two large signs not more than 2 x 3 feet advertising the subdivision. Lots 1 & 69 have the subdivision entrance located in an easement adjacent to Highway 72. These lots are subject to this sign easement and the right for the developers to repair and maintain such signs; forty (40) feet of each lot shall be used for this purpose.

**XVI. DRIVEWAYS:** Each residence must have a concrete or brick paver driveway which shall be a minimum of ten (10) feet in width and may be located in the side setback areas.

**XVII. ROADS:** All roads shown on the Plat are hereby dedicated to Lauderdale County, Alabama, and shall be for public use as roads.

**XVIII. OPTION OF DEVELOPER, ITS SUCCESSORS OR ASSIGNS TO PURCHASE:** In the event the dwelling on any Lot is wholly or partially destroyed by fire, flood, or any other cause or casualty and the Owner thereof does not rebuild or restore the same to like good order and condition as existed prior to such total or partial destruction within six months of such destruction, then the undersigned developer (as long as it own five lots in the subdivision) will have the right and option to purchase such Lot at the fair market value thereof as fixed and determined by the average of three appraisals in writing, one by each of three licensed real estate brokers or appraisers licensed to do business in Lauderdale County, Alabama. If the Developer does not exercise the option, then any other Lot Owner may do so on a first-come basis. This right may be transferred by the developer.

**XIX. POWERS OF THE ARCHITECTURAL CONTROL COMMITTEE:**

(a) At any time, the then record owners of two-thirds of the lots in this subdivision shall have the power, through a duly acknowledged instrument recorded in the Judge of Probate of Lauderdale County, to amend or abolish these covenants, restrictions and setback lines or to change the membership of the Architectural Control Committee, or to withdraw from the Committee or restore to it any of its powers or duties.

(b) Whenever, in the unanimous opinion of the members of the Architectural Control Committee, no substantial damage will be done to anyone owning any parcel or land in the subdivision, it shall have full authority, anything in these protective covenants and restrictions

to the contrary notwithstanding, to waive or allow any violation of Paragraphs III and IV of these protective covenants and restrictions, whether such violation be present or prospective. Such waiver, to be effective, must be reduced in writing over the signature of each member of the Committee and acknowledged by each member of the Committee before a Notary Public and recorded in the Office of the Judge of Probate.

(c) In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the proposed construction has been commenced prior to the substantial completion of construction, approval will not be required, and the related protective covenants and restrictions shall be deemed to have been fully complied with. The term "record owner" shall not include mortgages or lien holders.

**XX. TERMS OF RESTRICTIONS:** These protective covenants and restrictions are to run with the land and shall be binding on all persons claiming under them for a period of thirty (30) years from the date these protective covenants and restrictions are recorded, after which time said protective covenants and restrictions 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 change said restrictions in whole or in part.

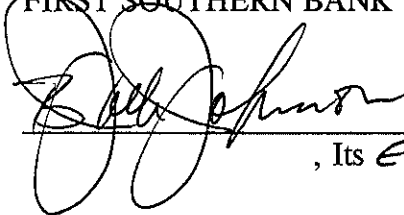
**XXI. VIOLATIONS:**

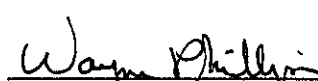
(a) If any person or entity shall violate any of the protective covenants or restrictions herein, it shall be lawful for any person or persons owning property in this subdivision to prosecute any proceedings at law or in equity against the persons or person violating any such protective covenants or restrictions to prevent any such violation or attempted violation or recover damages for same. The lot owner found by the Court to violate these restrictions will be obligated to pay the attorney fees of the parties filing the legal action.

(b) Invalidation of any one of these protective covenants or restrictions by judgment or Court shall in no way effect any of the other provisions which shall remain in full force and effect.

**XXII. HOMEOWNER ASSOCIATION DUES:** Each residence will be assessed a \$35.00 Homeowners Association fee, and paid to the Developer, to begin annually on February 01 after the year the property is purchased. Fees collected are to be used to pay for entrance sign maintenance, and for utilities in connection with the security lighting. This amount can be increased by the Architectural Control Committee if necessary to cover the actual costs of such expenses.

Executed this 6<sup>th</sup> day of September, 2001.

FIRST SOUTHERN BANK  
  
\_\_\_\_\_  
, Its *EVP*

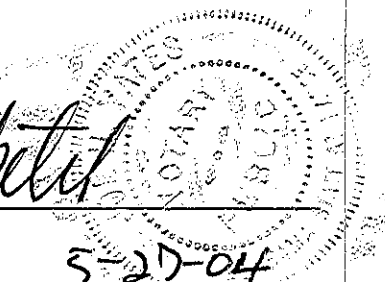
WAYNE PHILLIPS BUILDERS, INC.  
  
\_\_\_\_\_  
Wayne Phillips, Its President

STATE OF ALABAMA )  
 )  
LAUDERDALE COUNTY )

I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that **WAYNE PHILLIPS** whose name as **President of Wayne Phillips Builders, Inc.**, a Corporation, is signed to the foregoing protective covenants and who is known to me, acknowledged before me on this day, that, being informed of the contents of the protective covenants, he as such officer and with full authority, executed the same voluntarily for and as the act of said Wayne Phillips Builders, Inc., on this date.

Executed before me this 6<sup>th</sup> day of September, 2001.

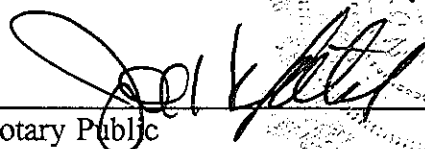
  
\_\_\_\_\_  
Notary Public  
My commission expires: 5-27-04



STATE OF ALABAMA  
  
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that B. Jack Johnson whose name as executive VP of **First Southern Bank**, a Corporation, is signed to the foregoing protective covenants and who is known to me, acknowledged before me on this day, that, being informed of the contents of the protective covenants, he as such officer and with full authority, executed the same voluntarily for and as the act of said First Southern Bank, on this date.

Executed before me this 6<sup>th</sup> day of September, 2001.

  
\_\_\_\_\_  
Notary Public  
My commission expires: 05/27/04



**THIS INSTRUMENT PREPARED BY:**  
Joe H. Yates  
110 South Pine Street, Suite 100  
Florence, Alabama 35630  
(256) 764-2141

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**ADOPTION OF PROTECTIVE COVENANTS**

**KNOW ALL MEN BY THESE PRESENTS**, that, whereas the plat of **DEER CREEK VILLAGE, PHASE II**, was filed for record in the Office of the Judge of Probate of Lauderdale County, Alabama on 23rd day of August, 2004, in Plat Book 7, Page 75, and

Whereas the owner of said subdivision, **Wayne Phillips Builders, Inc.**, is desirous of adopting for and imposing upon **DEER CREEK VILLAGE, PHASE II** the following protective covenants:

"Protective Covenants for **DEER CREEK VILLAGE** as recorded in Book 2001, Page 40775 et seq."

**THEN**, Therefore, **WAYNE PHILLIPS BUILDERS, INC.**, by its president **Wayne Phillips**, does hereby adopt for and impose upon **DEER CREEK VILLAGE, PHASE II**, a subdivision according to the plat thereof as recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 7, Page 75 those certain protective covenants for **DEER CREEK VILLAGE**, as set out in that certain instrument filed for record in the Office of the Judge of Probate of Lauderdale County, Alabama in Book 2001, Page 40775 on this the 24th day of August, 2004.

Recordings Fee 9.00  
TOTAL 9.00

**WAYNE PHILLIPS BUILDERS, INC.**

BY: Wayne Phillips  
Wayne Phillips  
ITS: President

STATE OF ALABAMA }  
  }  
COUNTY OF LAUDERDALE }

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Wayne Phillips** whose name as **President of Wayne Phillips Builders, Inc.**, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 24th day of August, 2004.

[Signature]  
Notary Public  
My Commission Expires: 12/02/2005

TAC  
9.00

9.00

STATE OF ALABAMA )  
LAUDERDALE COUNTY )

Recording Fee 14.00  
TOTAL 14.00

**AMENDMENT  
TO  
PROTECTIVE COVENANTS  
FOR  
DEER CREEK VILLAGE  
And  
DEER CREEK VILLAGE, PHASE II**

Pursuant to Paragraphs I., and XXII., of the existing Protective Covenants for Deer Creek Village, and Deer Creek Village, Phase II, subdivisions of Lauderdale County, Alabama, the provisions of said Paragraphs I., and XXII., as recorded in Book 2001, Pages 40775, *et seq.*, adopted by Deer Creek Village, Phase II, in Book 2004, Pages 48290, *et seq.*, in the Office of The Judge of Probate of said County are hereby amended, in whole, as follows:

**I. APPROVAL OF ARCHITECTURAL CONTROL COMMITTEE:** The Architectural Control

Committee will be composed of three members appointed by the Homeowners Association Board. No structure of any kind shall be built on said property until the plans and plot plan for same have been approved in writing by the "Architectural Control Committee", which approval shall not be reasonably withheld. A majority of the committee may designate a representative to act for it. Any vote on any questions presented to the Committee may be presented orally in any Committee meeting or in writing, whether or not such party may be present at such meeting. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor.

**XXII. HOMEOWNER ASSOCIATION DUES:** Each lot will be assessed a \$75.00 Homeowners Association fee, and paid to the Treasurer of the Board. Fees to be paid annually and will be collected in February/March of each year. Payment by check should be made to DEER CREEK VILLAGE HOA. Fees collected are to be used to pay for entrance sign maintenance, utilities in connection with the security lighting, common area maintenance and improvements. This amount can be increased by the Homeowners Association Board if necessary to cover the actual cost of such expenses."...

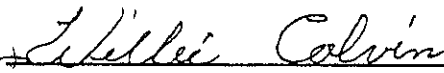
All other provisions of the Protective Covenants for Deer Creek Village and Deer Creek Village, Phase II, shall remain in full force and effect, as originally drafted. Any records pertaining to the vote for the amendments herein are kept by the Architectural Control Committee for review by lot owners of said subdivisions.

The said Amendment is hereby affirmed this 18<sup>th</sup> day of April, 2013. By the following signatories, being all the members of the Architectural Control Committee.

DEER CREEK VILLAGE and  
DEER CREEK VILLAGE, PHASE II  
ARCHITECTURAL CONTROL COMMITTEE

  
WAYNE PHILLIPS

  
WILLIAM CRUNK

  
WILLIE COLVIN

STATE OF ALABAMA  
COUNTY OF LAUDERDALE

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, do

hereby certify that WAYNE PHILLIPS, WILLIAM CRUNK and WILLIE COLVIN whose names as the Members of the **ARCHITECTURAL CONTROL COMMITTEE** of **DEER CREEK VILLAGE**, are signed to the foregoing amendment of covenants, and who are known to me, acknowledged before me on this day that, being informed of the contents of said amendment, they, in such capacity as members, and with authority granted by the Protective Covenants of Deer Creek Village, executed the same voluntarily for and as the act of said Architectural Control Committee on the day the same bears date.

GIVEN under my hand and official seal, this the 18 day of April, 2013.

*Inacey Williams*

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

This Document Prepared by:

Anthony "Bo" Ritter  
Attorney-at-Law  
667 CR 68  
Killen, Alabama 35645  
256.710.8162  
boritter1@aol.com

**MY COMMISSION EXPIRES 2/15/2017**

