

**DECLARATION OF SINGLE FAMILY RESIDENTIAL PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CREEKSIDE VILLAGE**

Campfield Lands, LLC (herein referred to as "Developer") is the owner of all lots and land embraced within Creekside Village. Each lot in Creekside Village is declared to be a single-family residential lot ("Lot"). Developer does hereby impose the following single-family residential protective covenants, conditions, and restrictions on the current and future Single Family Residential Lots within Creekside Village, as such are described on the attached "EXHIBIT A".

A. REFERENCE TO HOMEOWNERS ASSOCIATION AND BYLAWS:

The Single Family Residential Lots and ownership of the Single Family Residential Lots in Creekside Village are expressly made subject to all of the terms and provisions of the Articles of Incorporation ("Articles") of Creekside Village Homeowners Association, Incorporated, and the accompanying Bylaws of Creekside Village Homeowners Association ("Bylaws"), which are recorded in the Office of the Judge of Probate of Lee County, Alabama, as the Articles and Bylaws may be amended or modified from time to time as permitted therein. Capitalized terms not otherwise defined in this Declaration shall have the meaning ascribed to them in the Bylaws. This Declaration of Single Family Residential Protective Covenants, Conditions, and Restrictions is a Declaration as defined in the Bylaws. Each person owning a Single Family Residential Lot in this Creekside Village shall be a Member of the Association and subject to all of the terms and provisions of the Articles, the Bylaws and other aspects of the Association. References in this Declaration to the word "homeowner" shall have the same meaning as a Member as defined in the Bylaws.

B. SINGLE FAMILY RESIDENTIAL COVENANTS AND RESTRICTIONS

Developer does hereby create, establish and impose the following covenants and restrictions upon each Lot embraced within Creekside Village.

1. USE OF PROPERTY:

Except as may be otherwise approved in writing by Developer, no Lot shall be used except for a single-family residential purpose.

2. BUILDING CRITERIA:

- (a) **HEIGHT RESTRICTIONS:** No building shall be erected, altered, places, or permitted to remain on a Lot other than one detached single family dwelling not to exceed two stories in height, in addition to below ground basement. However, a second story shall be permitted if it is designed in such fashion as to fit within the normal roofline of other two-story structures in the area. This shall not be construed to prevent other buildings as may be hereinafter authorized and provided.
- (b) **BUILDING SETBACK REQUIREMENTS:** Setbacks shall be governed by the Lee County Planning Commission. Zoning criteria in effect at the time of construction shall be the final determinate. (Any request for variance from zoning criteria must first be approved by the Architectural Review Committee and then the Lee County Planning Commission). The setback lines as approved shall not be construed to

permit the construction of improvements so as to encroach upon an easement. For the purpose of this covenant, eaves, steps, open porches and ornamental planting boxes shall not be considered part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon any other lot, except for necessary roof and eave overhangs on zero lot line lots.

- (c) **PRIVACY WALL AND DECORATIVE FENCES:** The common area landscaping and any other architectural or landscaping features have been constructed by the Developer and will be owned and maintained through assessments by Creekside Village Homeowners Association. No changes and/or modifications are permitted unless approved by the Architectural Review Committee.
- (d) **PROHIBITION AGAINST ENCLOSED GARAGES:** No garage may be enclosed or otherwise converted to living area so that it cannot be used for off street parking for a minimum of two (2) vehicles.
- (e) **EXTERIOR SURFACES:** All exterior wall surfaces shall be masonry or painted wooden and Hardie Board lap siding. Masonry is defined as brick, stucco, or natural stone. Exterior walls include that portion of the exterior walls, which are above lower roof levels. Vinyl shutters and soffits shall be allowed.
- (f) **COLOR:** The Architectural Review Committee shall first approve the specific brick or other material to be used in the construction of the exterior walls, together with its color. Exterior painting will be in soft tones.
- (g) **ROOF:** All major roof structures must have a minimum 7/12 pitch. Shingles must be of a natural color architectural shingle.
- (h) **STACKS AND VENTS:** No plumbing stacks or vents shall protrude through the roof area facing the street and shall be connected in attic space to provide minimum roof penetration. If any flat area occurs, the stacks or vents shall be constructed so as to protrude through the flat area.
- (i) **GARAGES AND OUTBUILDINGS:** Garage doors must remain closed except when vehicles are entering and/or exiting the garage.
- (j) **WINDOWS:** All windows must be wood framed, vinyl, or vinyl clad.
- (k) **ZONING:** Zoning is controlled by the Lee County Planning Commission.

3. **ARC APPROVAL:**

- (a) **ARCHITECTURAL REVIEW COMMITTEE:** The architecture of any dwelling to be erected on any Single Family Residential Lot shall be generally in substantial harmony and conformity with the general prevailing filing type of architecture in the vicinity, with all construction and architectural plans being subject to prior review and approval of the Architectural Review Committee, as established hereafter by the Board of Directors of Creekside Village Homeowners Association. The Architectural Review Committee (hereinafter referred to as "ARC") will consist of the three individuals chosen at the discretion of Developer. To the extent permitted or authorized by the Bylaws or the Board, the ARC has established or will establish its own requirements, procedures, policies, and time frames, a copy of which requirements shall be available, on request, to Lot owners, their architects, or builders. The ARC may, to the extent permitted or authorized by the Bylaws or the Board, periodically modify or amend its requirements, but in no event shall its requirements be less restrictive than the other covenants and restrictions set out herein. To the extent permitted or authorized by, the Bylaws or the

Board, the ARC may set site standards, building design and materials standards, building construction standards, and other standards that it deems appropriate (all such standards so adopted from time to time by the ARC being sometimes referred to as "ARC Guidelines"). The Builder for home plans under consideration may sit in on the meeting. Said members shall serve at the pleasure of the Developer until the later of (i) January 1, 2035 or, (ii) the date Developer no longer owns any property in Creekside Village, its common areas or property contiguous to it, or until such earlier date which Developer, in its sole discretion, may elect in writing to relinquish control over the ARC. After the Developer relinquishes control over the ARC, the members of the Committee shall be designated by the Board of Directors. The affirmative vote of a majority of the members of the Committee shall be required for any action by the Committee.

- (b) **WRITTEN APPROVAL REQUIRED:** No construction, which term shall include within its definition staking, clearing, excavation, grading, or other site work and no planting or removal of plants, trees, or shrubs shall take place except in strict compliance with these covenants and restrictions, until the requirements thereof have been fully met, and until the complete plans as outlined have been approved in all respects by the ARC. All approvals by the ARC must be in writing, dated, signed by an authorized representative of the ARC, and where plans and specifications are required said approval shall be reflected on the plans and specifications after approval is obtained from the ARC.
- (c) **SUBMISSION OF PLANS FOR APPROVAL:** Two (2) complete sets of building plans and specifications must be submitted to said Committee for written approval. Such plans and specifications shall be in such form, and shall contain such information as may be required by the Architectural Review Committee and shall include, without limitations:
 - (a) A site plan for the Single Family Residential Lot showing the location, height, and exterior design of all buildings and improvements proposed to be constructed on the Single Family Residential Lot (The plan for exterior design shall include a description of all proposed materials, together with samples of exterior materials and paint colors, if available, [NOTE: Exterior paint colors can be submitted at a later date and if colors are from a previously approved list, then only one member of the ARC needs to sign approval]);
 - (b) A landscaping plan for the Single Family Residential Lot showing location, types and number of plant materials. Lawns must have grass sod and may not be seeded. No lawn decorations or lawn art shall be allowed.
- (d) **TIME FOR SUBMISSION AND APPROVAL OR DISAPPROVAL:** The ARC shall have seven (7) days from and after the day it receives the set of plans to review and respond to the Lot owners request with respect to the prospective construction or major improvement, provided that, if the ARC does not respond within such ten (10) days of the date of submission, the request shall be deemed approved. If not approved by operation of time, approvals by the ARC must be in writing; dated, signed by an authorized representative of the ARC, and where plans and specifications are required said approval should be reflected on the plans and specifications after approval is obtained by the ARC.

- (e) **NO WARRANTY OR LIABILITY FROM APPROVAL:** approval of any plans or the setting of any requirement for approval does not constitute, and shall not be construed as, any representation or guaranty of safety or architectural integrity by the ARC or any other governing body, which instead shall be the sole responsibility of each Lot owner. The scope of review by the ARC shall be limited to appearance only. Neither the Architectural Review Committee nor any member thereof shall be liable to Creekside Village or to any owner for any damage, loss of prejudice suffered or claimed on account of:
- (i) The approval or disapproval of any plans, drawings and specifications, whether or not defective
 - (ii) The construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; or
 - (iii) The development of any Property within Creekside Village, provided that such member has acted in good faith on the basis of such information as may be possessed by him or her.
- (f) **REASONS FOR DISAPPROVAL:** The Committee shall have the right to disapprove any plans and specifications submitted for approval for any of the following reasons:
- (i) Failure of such plans and specifications to comply with the covenants and restrictions herein set forth;
 - (ii) failure to include in such plans and specifications information reasonably requested by the committee;
 - (iii) objection to the exterior design, appearance or materials of any proposed structure or improvement;
 - (iv) Incompatibility of any proposed structure or improvement or use thereof with existing structures used upon other lots.
 - (v) An objection to the site plan including, but not limited to, appearance of house and driveway configuration or materials, clearing plan or drainage plan for the Lot;
 - (vi) Objection to the color scheme, finish, proportions, style or architecture, height, bulk or appropriateness of any proposed structure or improvement;
 - (vii) Any other requirements of Lee County, Alabama or Creekside Village shall be considered part of the criteria, considered by the ARC
 - (viii) Any other matter that, in the judgment of the Committee, would render the proposed structure, improvement or use inharmonious with the general plan of improvement of the Lot or with structure, improvements or uses located upon other Lots.
- (g) **EXPIRATION OF APPROVAL:** Approval of any plans and specifications submitted to the Committee shall terminate and be rendered void if construction is not begun within six (6) months after the date of the permit evidencing such approval, unless such six (6) month period is extended by the Committee.

- (h) **NOTIFICATION OF DISAPPROVAL:** If the Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified condition, such disapproval or qualified approval shall be accompanied or followed, in case the seven (7) day period expires resulting in an automatic disapproval, by a statement of the grounds upon which such action was based. In any such case the ARC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

4. **RESUBDIVISION OR PARTITION OF LOTS:**

Lot lines or building lines may not be further modified without the prior written approval by the ARC.

5. **OUTBUILDINGS:**

No temporary structure such as trailer, tent, shack, barn, servant house, garage or other outbuilding shall be erected on any Lot either prior to completion of the dwelling house or at any time thereafter, except that each lot may construct and/or place one outbuilding for the purpose of storage, only with prior approval of the ARC. No person may reside in said outbuilding, and no commercial activities may be conducted in said outbuilding. All additional improvements, as permitted by this covenant, must first be approved in writing, by the ARC, and the type of materials, textures and color must be in keeping with the principle residence. Principle residences may be altered or renovated but only with the prior written approval of the ARC. Colors may not be changed without prior written approval.

6. **TRANSMISSION EQUIPMENT, ANTENNAS AND DISCS:**

No ham radios or radio transmission equipment which is visible from the street or adjoining Lots; no television or radio antennas or television satellite dish over twenty-two (22) inches shall be permitted on any Lot. Location of satellite dishes must be approved by ARC and shall not be visible from the street.

7. **UTILITY LINES AND METERS:**

All meters, measuring devices and similar devices required by utility companies, must be located so as to be hidden from view of the street and adjacent Lots as approved by the ARC. All utility lines must be underground except where specifically authorized by the Committee.

8. **WALL AND WINDOW AIR CONDITIONING UNITS:**

Wall and window air conditioning units shall not be permitted except with the prior written consent of the Architectural Review Committee.

9. **STREETS, MEDIANS ETC:**

The maintenance and repair of all street medians, landscape maintenance, landscape irrigation and street lights which are not the responsibility of Lee County, Alabama, utility bills for street lights which are not the responsibility of Lee County, Alabama and landscaping plus other landscaping on easements for the beautification of Creekside Village residential area, are the responsibility of Creekside Village Homeowners Association. No changes and/or modifications are permitted unless approved by the Architectural Review Committee.

10. **DESIGN CRITERIA:**

The Architectural Review Committee is to assure proper blending of home designs. Design standards permit traditional style homes.

12. **MAILBOXES:**

All mailboxes must be of a common design selected for Creekside Village and approved by Architectural Review Committee, so long as these specifications comply with the requirements of the United States Postal Service. The ARC may establish a required location for all mailboxes and mailbox posts, so long as these specifications comply with the requirements of the United States Postal Service. The Lot owner shall purchase a standard mailbox and mailbox post from the Developer or the Association at a standard common charge to be applied uniformly, and shall install and maintain said mailbox in appropriate condition and repair, with original color scheme being maintained thereon, as required by the ARC. If mailboxes are required to be purchased by the ARC or Developer, any damage or destruction to mailboxes which cannot be adequately repaired will result in the Lot owner being required to purchase a replacement mailbox from the Association or Developer. The builder shall install a mailbox at the completion of landscaping. Homeowner shall pay for, maintain and replace the mailbox as required.

13. **SIGNS:**

All signs shall be of uniform design and approved by the Architectural Review Committee. No sign or other advertising device of any nature shall be placed upon any part of the Property except as provided herein. The Architectural Review Committee may at its discretion, adopt and promulgate rules and regulations relating to signs, which may be employed. Signs and other advertising devices may be erected and maintained upon any portion of the Property, if approved by the Architectural Review Committee, as to color, location, nature, size and other characteristics of such signs or devices. Notwithstanding the foregoing, the Developer specifically reserves the right for itself, its successors, nominees and assigns, to place and maintain signs in connection with construction marketing, sales and rental of dwelling units and lots and identifying or informational signs anywhere on the Property. No sign may exceed six (6) square feet in size on any Lot. The Developer, the Association and the ARC shall have the right to enter upon any part of the Property and remove or correct any such violation, provided, however, that prior notice is given of such action. Notice may be given verbally or written.

14. **ANIMALS:**

No animals, livestock, poultry, reptiles or insects of any kind shall be raised, bred or kept on any Single Family Residential Lot except that not more than two dogs or cats may be kept as domestic pets provided that they are not kept, bred or maintained for any commercial purposes.

15. **WINDOWS:**

Window treatments shall be limited to blinds or curtains. Under no circumstances shall sheets or reflective foil be allowed.

16. **GARBAGE AND REFUSE. OIL AND GAS TANKS, SWIMMING POOL EQUIPMENT:**

No lumber, metal or bulk materials shall be kept, stored or allowed to accumulate on any Lot, except building materials during the course of construction of any approved structure or improvement. No refuse or trash shall be kept, stored or allowed to accumulate except between scheduled pick-ups and in accordance with the provisions hereof. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, such trash or refuse shall be placed in sanitary containers. Such sanitary containers may be placed in the open on any day that a pick-up is to be made, at such place on Lot as to provide access to the persons making such pick-up. At all other times such containers shall be stored in such manner so that they cannot be seen from adjacent and surrounding property. All oil tanks, bottled gas tanks, and swimming pool equipment and housing must be underground or placed in walled-in areas or landscaped areas so that they are not visible from any adjoining property. Adequate landscaping shall be installed and maintained by the owner. The ARC may, to the extent permitted or authorized by the Bylaws or the Board, adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the property. Furthermore, the Association, at its sole discretion, may require Lot owners or builders, at any time, to provide dumpsters on the property during construction.

17. **OUTSIDE BURNING:**

Burning of trash, refuse or other materials on any Lot shall be prohibited, except for during construction, and only for construction purposes.

18. **NUISANCE:**

No obnoxious, offensive or illegal activity shall be carried on upon any Lot, nor shall anything be done on any Lot that may become an annoyance or nuisance to the owners of the other Lots. Yard sales are not allowed.

19. **BOATS, TRAILERS AND RECREATIONAL VEHICLES:**

No boat, boat trailer, house trailer, horse trailer, trailer, camper, motor home, motorcycle, motor bike or any similar recreational item shall be stored on any Lot for a period in excess of twenty-four (24) hours unless parked in garage behind closed doors, or elsewhere on the lot so as to not be visible from the street or any adjacent lot. No recreational vehicles or items can be parked on streets.

20. **VEHICULAR PARKING:**

Vehicular parking on streets in front of residence shall be limited to temporary parking of guest vehicles. Vehicular parking shall be in garages and in driveways. Each dwelling shall have minimum off street parking for two (2) vehicles. Vehicle parking in the non-paved areas of the front yard area of each lot shall not be permitted in any circumstances.

21. **COMMERCIAL VEHICLES:**

No commercial vehicle or equipment shall be permitted to be parked or to be stored at any place on the Lot. This covenant on parking shall not apply to temporary parking of trucks and commercial vehicles used for pick-up and delivery, or for any construction vehicles during construction.

22. REMEDIES FOR COMMERCIAL AND RECREATIONAL VEHICLE VIOLATIONS:

Any such Commercial vehicle or equipment or recreational vehicle or equipment parked in violation of these rules and regulations now or hereafter adopted by Creekside Village, may be towed by said Creekside Village at the sole expense of the owner of such commercial vehicle or equipment or recreational vehicle or equipment if it remains in violation for a period of twenty-four (24) hours. Creekside Village shall not be liable to the owner of such commercial vehicle or equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal or failure of the owner to receive any notice of said violation shall be grounds for relief of any kind. Any such vehicle or recreational equipment parked in violation of the restrictions contained herein or in violation of the rules and regulations now or hereafter adopted by the Association or the ARC may be towed away at the direction of the Association or the ARC, at the sole expense of the owner of such vehicle or recreational equipment, if the violation of said restrictions remains for a period of more than twenty-four (24) hours and if the owner of such vehicle or recreational equipment receives notice of the towing of such vehicle before the towing occurs. Neither the Association nor the ARC shall be liable to the owner of such vehicle or recreational equipment, nor to the respective Single Family Residential Lot owners, for trespass, conversion or otherwise, nor shall the Association or the ARC be guilty of any criminal or quasicriminal act by reason of such towing, and neither the removal nor the failure to remove any such vehicle or recreational equipment, nor the failure of the owner to receive any notice of said violation, shall be grounds for relief of any type. The foregoing remedy is in addition to any other remedy which may exist whether at law or in equity.

23. VEHICLE MAINTENANCE AND REPAIR:

No maintenance or repairs shall be performed on any vehicle on any portion of the Single Family Residential Lots except in an emergency situation, and/or except routine vehicle maintenance completed within a twenty-four (24) hour period. Notwithstanding the foregoing, all repairs to disabled vehicles within the Single Family Residential Lots must be completed within four (4) hours from the time of its immobilization or the vehicle must be removed. Vehicles parked on any Single Family Residential Lot must have a current tag. The Association shall be allowed to maintain and store maintenance vehicles, if applicable, on specific areas of the Property as necessary for the operation and maintenance of the Association Property and Areas of Association Responsibility.

24. UNDERGROUND UTILITIES:

No Single Family Residential Lot owner shall erect or grant to any person, firm, or corporation the right, license or privilege to erect or use or permit the use of overhead wires, poles, antennas, satellite dishes or overhead facilities of any kind for electrical, telephone, radio transmission or cable television service on any Single Family Residential Lot (except such poles and overhead facilities as may be required at those places where distribution facilities enter and leave that particular area). Nothing herein shall be construed to prohibit overhead street lighting fixtures, or ornamental yard lighting where such is serviced by underground wires or cables.

25. **PIPES AND CLOTHESLINES:**

No clothing or any other household fabrics shall be hung in the open on any Single Family Residential Lot. No water pipes, gas pipes, sewer pipes, drainage pipes or clotheslines may be installed or maintained on the Property so as to be visible from adjoining property or public view, except hoses and movable pipes used for temporary irrigation purposes.

26. **SOLAR COLLECTORS:**

Only those solar collectors approved by the ARC shall be permitted on any Single Family Residential Lot and shall be installed so that they shall not be visible from any street.

27. **MINING:**

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Single Family Residential Lot.

28. **MAINTENANCE OF HEDGES, PLANTS AND YARDS:**

Creekside Village Homeowners Association shall have the right to enter upon any Single Family Residential Lot and trim or prune, at the expense of the owner, any hedge, grass in excess of five inches in height, or other planting which, in the opinion of said Association, by reason of its location upon the Single Family Residential Lot or the height of which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided, however, that the owner shall be given fifteen (15) days prior written notice of said action.

29. **UTILITY EASEMENTS:**

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat of Creekside Village Subdivision, Phase 1, of record in the Office of the Judge of Probate of Lee County, Alabama in Plat Book 45, at Page 26, and any subsequent plat of the real property subject to these Declarations. Easements include the right of ingress and egress by employees of the utility company for the maintenance of the property included in the easement. The easement area shall be maintained continuously by the owners of the respective Single Family Residential Lots, except for those improvements for which a public authority or utility company is responsible.

30. **OUTSIDE USES:**

No rocks, rock gardens, bird baths, ponds or pools, lawn sculptures, artificial plantings, children's play equipment, basketball goals, lawn furnishings, or the like, shall be permitted in the front or side yard areas of any lot without the written approval of the ARC. No vegetable, herb or similar gardens shall be planted or maintained so as to be visible from the street or readily visible by adjacent property owners.

31. **SECURITY LIGHTS:**

Standards and fixtures must be approved by the ARC for placements, direction, appearance and coverage area.

32. **TENNIS COURT OR POOL LIGHTING:**

No lights may be installed in such a manner that they are directed toward neighboring property and shall not be of a height where lights bleed over property lines. Wiring must be underground.

33. **OVERHEAD FACILITIES:**

The owners of the Single Family Residential Lots within Creekside Village will not erect or grant to any person, firm, or corporation, the right, license, or privilege to erect or use, or permit the use of, overhead wires, poles, or overhead facilities of any type of kind for electrical, electronic communication, or telephone service on said real estate (except such poles and overhead facilities as may be required at those places where distribution facilities enter and leave Creekside Village). Nothing herein shall be construed to prohibit overhead street lighting fixtures, or ornamental yard lighting where such is serviced by underground wires or cables.

34. **USE OF APPROVED STRUCTURE:**

No structure previously approved by the ARC shall be used for any purpose other than that for which it was originally designed and approved.

35. **BUSINESS ACTIVITY:**

No profession or home industry or other commercial venture shall be conducted in or on any part of the Property or in any improvements thereon. The Board of Directors of the Association (hereinafter "Board"), in its discretion, upon consideration of the circumstances in each case, and particularly upon consideration of the effect upon surrounding property and property owners, may permit the conduct of a profession or home industry within a residence located on the Property. Such commercial operation may be permitted only after the Board has determined that it is compatible with a high quality residential neighborhood and does not unreasonably interfere with the normal residential use or adversely impact the value of adjoining property or property in the area. This section may not be interpreted to authorize or permit any commercial activity which is in violation of local statutes or zoning regulations. Any such approval granted by the Board may be withdrawn if the Board determines, in its sole discretion, that such authorized or permitted activity is unreasonably interfering with the rights of the subdivision in general or any individual Single Family Residential Lot owner within said subdivision. In no event shall any part of the premises or any structure thereon be used as a school, child care center, kindergarten, learning center, musical instrument or voice training center, or other public building, including non-profit or charitable institutional use.

36. **REAL ESTATE OFFICE OR SUBDIVISION OFFICE:**

The Developer may, in Developer's sole discretion, use or permit the use of any Single Family Residential Lot within Creekside Village for the construction of and/or use of a building constructed thereon as a subdivision office, real estate office and/or model home, and as such the same shall not be subject to the terms, provisions and requirements of these covenants until such time as all other Single Family Residential Lots within Creekside Village have been sold and upon that occurrence said Single Family Residential Lot and building constructed thereon shall, as soon as reasonable possible and to the extent reasonably and economically practicable, be brought into compliance with these covenants.

37. **MACHINERY:**

No machinery shall be placed on or operated upon any portion of the subject Property except such machinery as is normal and usual in the maintenance of a private residence, or except such as is necessary during the original construction of a residence or a major renovation or improvement thereto.

38. **AUTHORIZED USE AND EXCEPTIONS:**

Notwithstanding other provisions herein, each residence located on a Single Family Residential Lot shall be used only as a single-family residence and shall be subject to all other requirements hereunder, but the ARC may authorize any Single Family Residential Lot owner, with respect to his or her residence, to temporarily use the same for more than one family, to temporarily maintain a sign other than as expressly permitted herein, to locate other temporary structures on the Property, and may make other exceptions to these covenants. In all such instances, approvals of, and exceptions granted by, the ARC must be in advance and in writing. With respect to such approvals or exceptions, each case and each request shall be reviewed on its own merits, and the ARC shall have unrestricted discretion and neither the granting or refusing of similar requests for other Single Family Residential Lot owners nor the approval and consent or disapproval of adjoining Single Family Residential Lot owners shall in any way be a determinative or limiting influence on the decision of the ARC.

39. **PROHIBITED USES:**

No person shall, without the written approval of the Association or the ARC, as the case may be, do any of the following on any part of the subject Property or Association Property: (1) permit the running of animals except when on a leash; (2) fell any trees or injure or damage any landscaping within the Association Property; (3) interfere with any drainage, utility or access easement; (4) build or assemble any structures, recreational or common facilities, other than those approved by the ARC; (5) discharge any liquid or other material other than natural water drainage into any lake, pond or watercourse; (6) alter or obstruct any lakes, ponds or watercourses; (7) interfere with any water control structures or apparatus; (8) use motor boats on any lake, pond or stream; (9) boat or fish; (10) light any fires except in designated areas or (11) swim in any body of water other than a swimming pool. No Person shall violate any rules and regulations that may be established by the Association governing the use of the Association Property or the rules or requirements that may be established by the ARC.

40. **SECURITY:**

The Association may install security devices and/or take security measures if, in the sole discretion of the Association, such devices and/or measures are deemed necessary. Any security devices installed or security measure taken by the Association shall not constitute a promise or obligation on or of the Association or Developer to provide security services either now or in the future. In the event that any security service or device is provided by the Association, or the Developer, the Association or Developer shall be entitled to discontinue any such security service or services, or device or devices, at any time and from time to time, and neither the Association nor Developer is responsible for any losses or damages caused by such discontinuation of service. In no event shall either the Association or the Developer be responsible for any damages caused by any loss of property or injury caused to any person

located within Creekside Village caused by theft, criminal activity or other activity which could or might have been prevented by a security service or device.

41. **NOTIFICATION TO UTILITY COMPANIES:**

In order to beautify said subdivision for the benefit of all Single Family Residential Lot owners and to permit the utility companies to install underground utility services to each house in said subdivision, no owner of any Single Family Residential Lot within such subdivision will commence construction of any house on any Single Family Residential Lot until such owner (1) notifies the utility companies that such construction is proposed, (2) grants in writing to said companies such rights and easements as they request in connection with their construction, operation, maintenance and removal of the underground service lateral on each Single Family Residential Lot and (3) provides at his, her or its own expense, and in accordance with specification to be furnished by the utilities, all excavating, trenching and backfilling which said utility company requests in connection with the installation of the underground service or service laterals on each Single Family Residential Lot. To the extent of the interest of the owner of each Single Family Residential Lot, such owner agrees to connect utility service lines (including, but not limited to, gas, water, sewer and electricity) at points designated by Developer.

42. **MEMBER OF ASSOCIATION; LIABILITY FOR ASSESSMENTS:**

Each owner of a fee simple interest in a Single Family Residential Lot in Creekside Village shall automatically become a Member of the Association and shall be fully and completely bound by all of the terms and conditions of the Articles and the Bylaws of the Association, as they may be modified and amended from time to time, including, without limitation, the obligation to pay any and all applicable Assessments levied from time to time by the Association on each Single Family Residential Lot and the right of the Association to enforce payment of the Assessment as provided in the Bylaws, except that Developer shall not be required to pay any Homeowners' Association assessments for lots which Developer owns. All of the terms and provisions of the Articles and the Bylaws applicable with respect to each such Single Family Residential Lot in Creekside Village and to the owner of such Single Family Residential Lot by virtue of being a Member of the Association are incorporated herein by reference as if set forth herein in their entirety. Each Single Family Residential Lot in Creekside Village is a Single Family Residential Lot, as defined in the Bylaws. Individual lot Assessments shall be determined on a yearly basis, by compiling the total amount of yearly expenses for the development, and dividing by the total number of lots located in the subdivision.

43. **LIEN FOR ASSOCIATION ASSESSMENTS:**

The Association is hereby granted a lien upon each Single Family Residential Lot and its appurtenances and each Member's interest in the Association to secure the payment to the Association of any and all Assessments assessed and levied against the Single Family Residential Lot and all charges, including interest and all reasonable attorneys' fees, including appellate attorneys' fees, court costs and other expenses, incurred by the Association in collecting or attempting to collect such Assessments. If any portion of an Assessment or charge hereunder remains unpaid for a period of sixty (60) days after the date such amounts were due, then the Association may, by written notice of default sent to the owner of the Single

Family Residential Lot, demand payment of all delinquent amounts and charges. If the owner does not pay all amounts due within ten (10) days after receipt of the notice of default, the Association may file a notice of lien against the Single Family Residential Lot in the Office of the Judge of Probate of Lee County, Alabama. Each Single Family Residential Lot Owner hereby expressly grants to the Association a power of sale for such Single Family Residential Lot along with its lien hereunder. The lien provided for herein may be foreclosed in the same manner as a foreclosure of a mortgage on real property under the laws of the State of Alabama, as the same may be modified or amended from time to time. The Association shall have the right and power to bid at any such foreclosure sale and to purchase, acquire, exchange, hold, lease, mortgage, convey and sell any such Single Family Residential Lot acquired. Notwithstanding anything provided herein to the contrary, the lien for Assessments and other charges authorized herein with respect to any Single Family Residential Lot is and shall be subordinate to: (1) all liens for taxes, bonds, prior assessments, and other levies which by law would be superior thereto and (2) the lien or charge of any first mortgage of record made in good faith and for value. No Single Family Residential Lot owner may escape or avoid responsibility for Assessments by waiver of the use of or enjoyment of any of the Association Property or by the abandonment or non-use of such owner's Single Family Residential Lot, or by any other means.

44. **INDEMNIFICATION:**

The Association has agreed to indemnify and hold harmless every officer, director and committee member of the Association, including, but not limited to, the members of the Board and the members of the ARC, from and against any and all costs and expenses, including trial and appellate attorney's fees and costs, reasonably incurred by or imposed upon any officer, director or committee member in connection with any action, suit or other proceedings to which he or she may be a party, by reason of being or having been an officer, director or committee member of the Association, the Board or the ARC. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful malfeasance, willful misconduct or bad faith, with regard to the business of the Association or the ARC. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, except to the extent that they may be a Member of the Association, and the Association shall indemnify and forever hold each of said officers, directors and committee members free and harmless against any and all liability to others on account of such contract or commitment. Any right of indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former officer, director or committee member, may be entitled. The Association may, as a part of the expenses of the Association, maintain adequate general liability insurance, and officers and directors liability insurance to fund this obligation, if such insurance is reasonable available and deemed to be appropriate for the Association by its Board.

45. **DEVELOPER DEFINED; DEVELOPER'S RIGHTS:**

Wherever the term "Developer" or "Declarant" is used herein it shall mean Campfield Lands, LLC, its successors and assigns. These covenants and restrictions touch and benefit all of the Single Family Residential Lots within Creekside Village and shall run with the land and shall be binding upon the Single Family Residential Lots within Creekside Village and all the

owners of Single Family Residential Lots within Creekside Village, their heirs, successors and assigns, the utilities referenced herein either specifically or generally, and their successors and assigns. The Developer expressly reserves the sole and exclusive right and privilege, both for itself and its successors and assigns, to change, alter, modify or amend any of the terms, covenants and provisions of the Declaration or to grant a variance to or from any of the terms, covenants and provisions of this Declaration, without the consent or approval of the owners of Single Family Residential Lots within Creekside Village until the later of the following events: (1) January 1, 2035, or, (2) the date Developer no longer owns any property in the Creekside Village, its common areas or property contiguous to it or until such earlier date which Developer, in its sole discretion, may elect in writing to relinquish its right and privilege to change, alter, modify or amend any of the terms, covenants and provisions of this Declaration.

46. **DURATION OF SINGLE FAMILY RESIDENTIAL PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS:**

Each Single Family Residential Lot in Creekside Village shall be subject to the single family residential protective covenants, conditions and restrictions hereof. These residential covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date of the recording of this Declaration and at the end of the twenty (20) year period, these residential covenants and restrictions, shall be automatically extended for successive periods of ten (10) years each; subject, however, to Developer's express and exclusive right and privilege to change, alter, modify or amend the same as provided in Paragraph 45 hereof and the process for amendment described below in Paragraph 47.

47. **MODIFICATION, AMENDMENT OR TERMINATION BY MEMBERSHIP:**

After the expiration of Developer's exclusive right and privilege to change, alter, modify or amend any of the residential terms, covenants and provisions of this Declaration, said covenants and restrictions may be modified, amended or terminated in whole or in part by a written instrument that (1) has been signed and acknowledged by three-fourths (3/4 ths) or more of the owners of Single Family Residential Lots within Creekside Village, (2) has been signed and acknowledged by the Association, and (3) has been recorded in the Office of the Judge of Probate of Lee County, Alabama.

C. **GENERAL PROVISIONS:**

1. **CONSTRUCTIVE NOTICE AND ACCEPTANCE:**

Every person, corporation, partnership, limited liability company, limited partnership, trust, association or other legal entity, who or which shall hereafter own or acquire any right, title, interest or estate in or to any Single Family Residential Lot, whether or not such interest is reflected in the Office of the Judge of Probate of Lee County, Alabama, shall be conclusively deemed to have consented and agreed to each and every covenant, condition, restriction, reservation and easement contained or by reference incorporated herein, including, but not limited to, the Articles and Bylaws, whether or not any reference to this Declaration is contained in the document or instrument pursuant to which such person, corporation, partnership, limited liability company, limited partnership, trust, association or other legal

entity shall have acquired such right, title, interest or estate in the Single Family Residential Lot or any interest therein.

2. **ENFORCEMENT; ATTORNEY'S FEES:**

Enforcement of these protective covenants may be instituted by the Developer, the Association, the ARC and/or the owner of any Single Family Residential Lot in the manner prescribed herein or by a proceeding at law or in equity against the person, persons, or legal entities violating or attempting to violate any of these covenants. Any action may be either to restrain violation or to recover damages therefore. Notwithstanding anything herein contained to the contrary, in the event of litigation arising out of the interpretation or enforcement of the rights or obligations under this Declaration, the Developer, the Association and the ARC shall each be entitled to recover its costs and expenses in connection with such litigation, including, but not limited to, reasonable attorneys' fees, costs and expenses, which may be awarded by the court before whom such litigation is brought.

3. **PARAGRAPH HEADINGS:**

Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way define, limit or restrict the scope and intent of the particular sections or paragraphs in which they are contained or to which they refer.

4. **EFFECT OF INVALIDATION:**

If any particular provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

5. **ABSENCE OF COMMON SCHEME:**

Notwithstanding anything to the contrary provided herein, it is understood and agreed that the covenants and restriction imposed hereunder shall not be deemed to create a common scheme or to restrict any other property now or heretofore or hereafter owned by Developer other than the Single Family Residential Lots within Creekside Village which are made subject to this Declaration by the execution, acknowledgment and recordation of this Declaration.

6. **WAIVER:**

None of the terms or provisions of this Declaration can be waived, modified or amended except by a written instrument duly signed by the party against whom such waiver, modification or amendment is sought to be enforced.

7. **NO REVERTER:**

No provision of this Declaration is intended to create, or shall be construed as creating, a condition subsequent to or a possibility of reverter.

8. **GENDER:**

Throughout this Declaration the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural, and vice versa, unless otherwise clear from the context in which such term is used.

IN WITNESS WHEREOF, the undersigned, on behalf of Campfield Lands, LLC, an Alabama limited liability company, owner of all lots and land embraced within Creekside Village, hereby joins in, executes and signs the foregoing Declaration of Single Family Residential Protective Covenants, Conditions and Restrictions for Creekside Village on this, the 15th day of September, 2021.

CAMPFIELD LANDS, LLC
An Alabama limited liability company

BY: [Signature]
Allan L. Campfield, as Manager

BY: [Signature]
Lisa H. Campfield, as Manager

STATE OF ALABAMA)
LEE COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Allan L. Campfield and Lisa H. Campfield, whose name as Managers of Campfield Lands, LLC are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as said Managers and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 15th day of September, 2021.

[Signature]
Notary Public

My commission expires: 12/4/22



EXHIBIT A

From the Northeast corner of Section 17, Township 20 North, Range 28 East, in Lee County, Alabama, run South 1 degree 47 minutes East for 717.1 feet to a point on the Southwesterly right of way of Lee County Road No. 68, a public road in Lee County, Alabama, for the POINT OF BEGINNING of the parcel of land here intended to be described. From said POINT OF BEGINNING continue South 1 degree 47 minutes East along an old fence and hedgerow for 1,522.7 feet to a point; thence run South 87 degrees 24 minutes West along an old fence and hedgerow for 2,198.3 feet, more or less, to a point on the Northeasterly right of way of Lee County Road No. 73, also a public road in Lee County, Alabama; thence run Northwesterly along the Northeasterly right of way of the aforesaid Lee County Road No. 73 along a curve with a radius of 3,849.7 feet for 236.1 feet to a concrete right of way monument marked P.T. 52+27.9; thence continue along the Northeasterly right of way of said roadway North 30 degrees 11 minutes West for 162.2 feet to a point; thence leaving said roadway run thence North 64 degrees 19 minutes East for 335.0 feet; thence North 30 degrees 11 minutes West for 130.0 feet; thence run South 64 degrees 19 minutes West for 335.2 feet to a point on the Northeasterly right of way of the aforesaid Lee County Road No. 73; thence continue Northwesterly along the Northeasterly right of way of said Lee County Road No. 73 along said curve for 195.3 feet; thence again leaving said right of way run North 54 degrees 30 minutes East for 210.0 feet; thence run North 35 degrees 30 minutes West for 210.0 feet; thence run South 54 degrees 30 minutes West for 210.0 feet, more or less, to a point on the Northeasterly right of way of the aforesaid Lee County Road No. 73; thence continue along said curve constituting the Northeasterly right of way of said Lee County Road No. 73 for 152.5 feet to a point marked by a concrete right of way monument designated as P.T. 60+73.2; thence continue along the right of way of said road North 39 degrees 05 minutes West for 383.7 feet to a point thereon marked by a concrete right of way monument designated as P.C. 64+56.9; thence continue along the Northeasterly right of way of said road along a curve to the left with a radius of 2,894.8 feet for 733.4 feet to a point thereon marked by a concrete right of way monument designated P.T. 71+82.7, thence continue along said right of way North 53 degrees 36 minutes West for 475.3 feet to a point marked by a concrete right of way monument; thence run North 16 degrees 59 minutes East for 68.1 feet to a point which is the intersection with the Southerly right of way of Lee County Road No. 68; thence along the Southerly right of way of said Lee County Road No. 68 on a course of North 86 degrees 28 minutes East for 1,113.4 feet to a point marked by a concrete right of way monument designated P.O.T. 12+86.2; thence continue on said course along said right of way for 196.4 feet; thence leaving the right of way of Lee County Road No. 68 run South 0 degrees 24 minutes East along an old fence for 199.7 feet; thence continue along said fence on a course of North 87 degrees 02 minutes East for 218.8 feet; thence continue along said fence on a course of North 1 degree 14 minutes West for 201.7 feet, more or less, to a point on the Southerly right of way of the aforesaid Lee County Road No. 68; thence continue along the Southerly and Southwesterly right of way of Lee County Road No. 68 on the following courses and for the following distances; North 86 degrees 28 minutes East for 1,234.7 feet to a point of a curve designated P.C. 29+33.6; thence along said curve to the right for 718.5 feet (the radius of said curve being 919.9 feet) to the point of tangent of said curve being a point designated P.T. 36+79.4; thence run South 48 degrees 47 minutes East along the

Southwesterly right of way of said Lee County Road No. 68 for 589.9 feet, more or less to the aforesaid POINT OF BEGINNING of Parcel A, said parcel containing 137.115 acres, more or less, and being designated as Parcel A on plat of survey for Sudie F. Wallace Estate dated January 6, 1981, prepared by Tom W. Spence, Cert. No. 10090, and by David H. Miller, Cert. No. 6259.

LESS AND EXCEPT THEREFROM:

Lot 31, Creekside Village Subdivision, Phase 1, according to and as shown on map or plat of said subdivision of record in Town Plat Book 45, at Page 26, in the Office of the Judge of Probate of Lee County, Alabama.

Book/Pg: 2643/458
Term/Cashier: CHPTREC02 / CO
Tran: 25506.381069.505550
Recorded: 09-03-2021 10:53:16
REC Recording Fee
Total Fees: \$ 59.00

59.00

STATE OF ALABAMA)
COUNTY OF LEE)

2665 373
Recorded in the Above
DEEDS Book & Page
05-17-2022 03:35:27 PM
Bill English - Probate Judge
Lee County, AL

**FIRST AMENDMENT TO DECLARATION
OF SINGLE FAMILY PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR CREEKSIDE VILLAGE**

This Amendment to Declaration of Single Family Residential Protective Covenants, Conditions and Restrictions for Creekside Village is made as of the 6th day of April, 2022, by the Developer named in those Covenants, being Campfield Lands, LLC, an Alabama limited liability company.

WHEREAS, on the 1st day of September, 2021, Campfield Lands, LLC, as Developer (and Owner) of certain real property located in Lee County, Alabama, subjected that real property to the "Declaration of Single Family Protective Covenants, Conditions and Restrictions for Creekside Village" (hereinafter, the "Declaration"), said Declaration being filed in the Office of the Judge of Probate of Lee County, Alabama in Deed Book 2643, at Page 458; and,

WHEREAS, the Declaration specifically reserved to Developer, pursuant to Section 45, the right to change, alter, modify or amend any of the terms, covenants and provisions of the Declaration, until the later of the following events:

1. January 1, 2035; or,
2. The date on which Developer no longer owns any of the real property subjected to the Declaration;

And,

WHEREAS, Developer currently owns the bulk of the remaining real property subjected to the Declaration; and,

WHEREAS, Developer wishes to amend and clarify the section of the Declaration, Section 2 (c), headed as "Privacy Wall and Decorative Fences", in the following manner:

"2. BUILDING CRITERIA

(c) **PRIVACY WALL AND DECORATIVE FENCES; INDIVIDUAL FENCING:** The common area landscaping and any other architectural or landscaping features have been constructed by the Developer and will be owned and maintained through assessments through Creekside Village Homeowners Association. No changes and/or modifications are permitted unless approved by the Architectural Review Committee. However, the record-owner of a Single Family Residential Lot may cause to be installed fencing upon said residential lot, upon approval of the ARC, consistent with this Declaration. Any such fencing installed shall be constructed of one or more of the following materials and manners:

1. Vinyl-coated chain-link fencing, black in color;
2. Wood-slat privacy fencing, white, brown, or black in color;
3. Faux-wood-slat privacy fencing, white, brown, or black in color
4. Faux-wrought iron fencing, constructed of coated aluminum, black in color

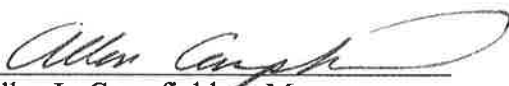
No fencing caused to be installed by the owner of a Single Family Residential Lot shall be installed outside of the property line boundaries of that lot, nor shall such fencing be installed in a manner that such fencing is nearer to the front-yard right-of-way access than median point, from front to rear, of the residential structure constructed on said lot."

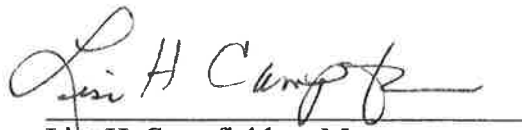
The above provision shall be immediately in effect.

Done this, the 6th day of April, 2022.

Being the Developer of Creekside Village Subdivision:

Campfield Lands, LLC
An Alabama limited liability company


Allan L. Campfield, as Manager

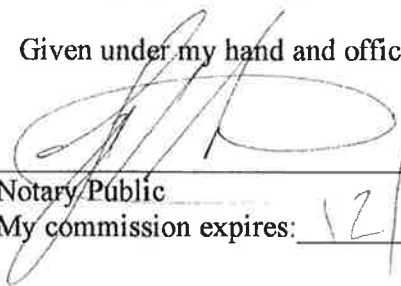

Lisa H. Campfield, as Manager

ACKNOWLEDGEMENT

STATE OF ALABAMA)
COUNTY OF LEE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Allan L. Campfield and Lisa H. Campfield, whose names are signed to the foregoing instrument as Managers of Campfield Lands, LLC, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily and as act of said Company on the day the same bears date.

Given under my hand and official seal this the 6th day of APRIL, 2022.


Notary Public

My commission expires: 12/4/22



THIS DOCUMENT PREPARED BY:
Davis, Bingham, Hudson & Buckner, P.C.
724 North Dean Road, Suite 100
Auburn, AL 36830
334-821-1908

Book/Pg: 2665/373
Term/Cashier: CHPJREC01 / ES
Tran: 26810.403404.532697
Recorded: 05-17-2022 15:36:19
REC Recording Fee
Total Fees: \$ 11.00

11.00

JBR