

STATE OF ALABAMA)
COUNTY OF SHELBY)

Document prepared (for recording only) by:
John M. Alford, Esq.

**AMENDMENT TO THE AMENDED
DECLARATION
OF PROTECTIVE COVENANTS FOR
DEER RIDGE LAKES RESIDENTIAL ASSOCIATION, INC.**

AMENDMENT TO THE AMENDED DECLARATION OF PROTECTIVE COVENANTS FOR DEER RIDGE LAKES RESIDENTIAL ASSOCIATION, INC. is made and entered into as of the 28th day of JUNE, 2023, by **DEER RIDGE LAKES RESIDENTIAL ASSOCIATION, INC.**, an Alabama corporation (the "Association").

RECITALS:

WHEREAS, the Association has heretofore executed the Declaration of Protective Covenants for Deer Ridge Lakes, in instrument number 20060830000429090, and Amendment thereto in instrument number 20150716000346590, which pertain to properties as recorded in Map Book 37 Pages 58 and 59; and instrument number 20030702000419120, which pertain to properties recorded in Map Book 31, Pages 106 and 107, and Map Book 22, Page 80 in the Probate Office of Shelby County, Alabama. The aforementioned properties comprising **ALL SECTORS AND ALL PHASES OF DEER RIDGE LAKES RESIDENTIAL ASSOCIATION, INC.** Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration, and

WHEREAS, the Association desires to make amendments in order to more efficiently carry out the affairs of the Association, which amendments are made consistent with Section 8.04 of the Declaration.

NOW, THEREFORE, in consideration of the premises, the Association does hereby amend the Declaration as follows:

Article 1 § 5 is here by amended to the following:

1.05 No lot shall be used except for single-family residential purposes. no dwellings shall be erected on any lot containing less than two thousand (2000) square feet of living area for a one (1)-story dwelling. All two (2)-story dwellings must have a minimum of two thousand (2000) square feet of living area. story and one-half dwellings must have a minimum of two thousand (2000) square feet of living area with at least one thousand four hundred (1,400) square feet of living area on the first floor. Square footage measurements shall include only the living (heated and cooled) areas of a dwelling but shall not include porches, garages, basements, or decks.

Article 1 is hereby amended to add the following and states:

1.07 Any single-family home or lot ("property") intended to be used as a second home or rental property must be occupied by the owner for a minimum of one (1) year prior to the property being eligible for renting and/or leasing the property to another single-family.

1.08 All lots shall be known and described as residential lots and shall be owned and used for single-family residential purposes exclusively. No lot shall be subdivided or re-subdivided.

1.09 The term of the lease must be a 1 year minimum.

1.10 Only one person may be on the rental contract, with the exception of a married or common law couple.

1.11 Maximum of 2 unrelated adults may live in the rented property.

1.12 The amount of bedrooms in the rental property multiplied by 2 is the maximum amount of people allowed to occupy the rental property.

1.13 Rental properties shall not exceed more than ten percent (10%) of the total number of dwellings within the association.

1.14 No subleases, month-to-month tenancies, or tenancies-at-will are allowed.

1.15 The lease must be a Conventional Lease.

1.16 The Rental Landlord is required to haul off contents left by a Renter that leaves or is evicted.

1.17 All properties will be subject to future changes to Covenants and all HOA documents.

1.18 Property Owners must request the current percentage of rented homes from the Board and the sitting management company before any new rental agreements are made.

1.19 Once rented, the Property Owner must provide the Board and management company with renter contact information and provide the Deer Ridge Lakes Covenants to their Renters. The Property Owner must hold Renters, through the requirements of their lease with the Owner, responsible for the exterior maintenance of the Property including, but not limited to, landscaping of the entire Lot on a weekly basis during the growing season and as needed during the dormant season.

Article 2 § 13 is here by amended to the following:

2.13 No concrete cinder block work, including foundations, concrete cinder block steps, walkways, walls, or any other concrete cinder block work, whether painted, or otherwise, shall show above ground or from the exterior of any dwelling.

Article 2 § 15 is here by amended to the following:

2.15 Wood, composite board, or cast-iron style fencing may be utilized on any Lot with prior written approval of the same by the Committee. If fencing is not finished on both sides, the finished side must be to the outside, if it faces any street or house.

Article 2 § 17 is here by amended to the following:

2.17 No automobiles or other vehicles will be stored on any Lot or Common Area or kept on blocks unless in the basement or garage of a dwelling. Utility trailers, recreational vehicles and travel trailers must either be parked or stored in the basement or garage of a dwelling. Boats and the trailers exclusively for said boat may be stored in the back of the residence so not in view of the street from the front of the dwelling. No tractor trailer trucks, panel vans or other commercial trucks more than one (1) ton classification shall be parked or stored on any Lot or Common Area, except during initial construction of a dwelling on a Lot.

Article 2 § 32 is here by amended to the following:

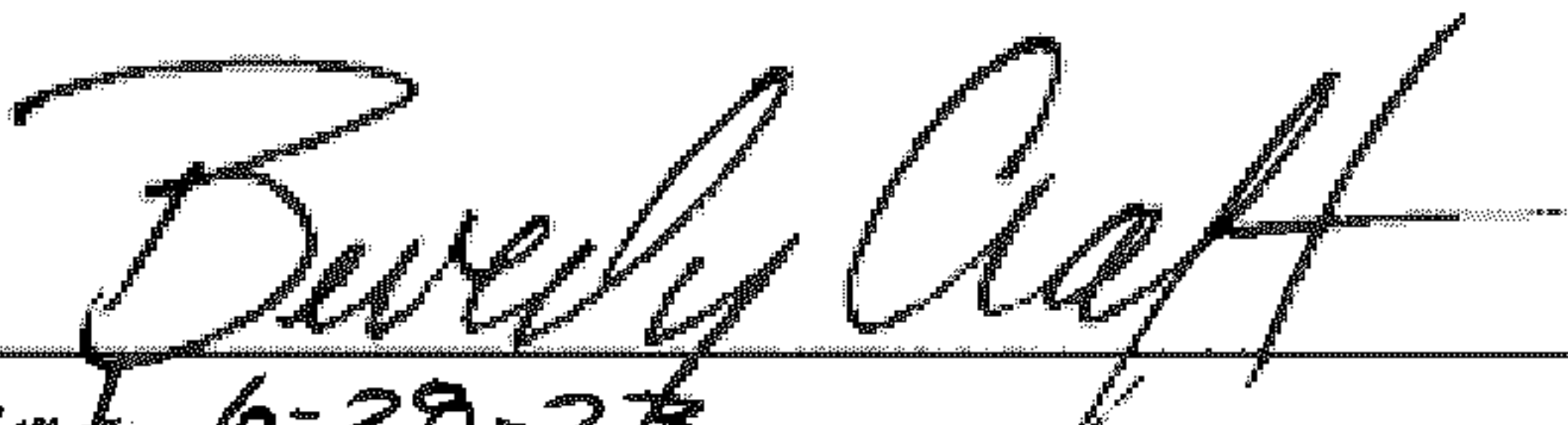
- 2.32** The Committee must approve freestanding playhouses and tree houses.
- a)** Wood piles shall be located only at the rear of a dwelling and should be screened from view of the street in front of residence.
 - b)** As long as these items are in good and appropriate repair, in a limited number and of appropriate size and type for use of a household, ie. not commercial, Barbecue grills and other outdoor cooking equipment and apparatus, Children's toys, swing sets, jungle gyms, trampolines and other outdoor recreational equipment and appurtenances shall be allowed only at the rear or behind a dwelling and shall be located so as not to be visible from the street in front of the residence. (Basketball Goals will be allowed in the driveway of the dwelling.) All outdoor furniture for any dwelling shall be kept and maintained only at the rear or behind the dwelling.
 - c)** Statues, water fountains, bird baths, bird feeders, wood carvings, plaques and other home crafts shall be allowed only at the rear of a dwelling and should not be visible from view of the street in front of residence.
 - d)** No above ground swimming pools shall be allowed on any Lot. Outside clothes lines and other facilities for drying or airing of clothes are prohibited. No clothing, rugs or other items shall be hung, placed, or allowed to remain on any railing, fence or wall.
 - e)** No rocks, rock walls, fencing or other substance shall be placed on any Lot as a front or side yard border or to prevent vehicles from parking on or pedestrians from walking on any portion of such Lot or to otherwise impede or limit access to the same.

- f) Seasonal or holiday decorations (e.g. Christmas trees and lights, pumpkins, Thanksgiving decorations) shall be promptly removed from any Lot or dwelling within thirty (30) days following such holiday.

Full Force and Effect. Except as specifically modified and amended herein, all of the terms and conditions of the Declaration, and all subsequent amendments, shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Amendment to Amended Declaration of Protective Covenants for Deer Ridge Lakes Residential Association, Inc. to be executed as of the day and year first above written.

**DEER RIDGE LAKES RESIDENTIAL
ASSOCIATION, INC.,**
an Alabama Non-Profit Corporation

By 
President 6-28-23
President, Deer Ridge Lakes Residential Association, Inc.

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Beverly Craft, whose name as President of Deer Ridge Lakes Residential Association, Inc., an Alabama non-profit corporation, is signed to the foregoing, and who is known to me, acknowledged before me, on this day that being informed of the contents of such, they, 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 28th day of June, 2023

Casie Jarman
Notary Public

My Commission Expires:

My Commission Expires
April 20, 2025

CASIE B JARMAN
Notary Public
Alabama State at Large



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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Allen S. Bayl