

ID: 20240621000185940County: ShelbyDate: 6/21/2024 Time: 9:52:20 AM

**AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR
IVY BROOK SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS THAT, WHEREAS, the Ivy Brook Homeowners' Associations, Inc., an Alabama non-profit corporation, (hereinafter referred to as "Association") represents the owners of a parcel of land identified as the Ivy Book Subdivision according to the plat of the Ivy Brook Subdivision, as recorded in Map Book 18, Page 21; Map Book 19, Page 35; Map Book 21, Page 4; and Map Book 21, Page 20 in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter referred to as "Subdivision");

WHEREAS, pursuant to the rights set forth in **Section K** of the terms and conditions of the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR IVY BROOK, A RESIDENTIAL SUBDIVISION as recorded of record as Instrument Number 2000/19562 in the Office of the Judge of Probate of Shelby County, Alabama (collectively herein after the "Declaration") which Declarations may be amended by written instrument in conformity with the procedure stated therein;

NOW, THEREFORE, the undersigned, representing the Association and Developer, does hereby expressly adopt the following Addendum and Amendment to the Declaration, as follows:

The following provision shall be in addition to already existing Article I of the Declarations (the amended portion being underlined):

““A. All lots in the tract shall be known and described as residential lots and shall be used for single-family residential purposes exclusively, which may not be leased or tenant occupied until an Owner, or in the event an Owner is an entity, a shareholder, partner, or member of the Owner, has resided within the Dwelling on the Lot as their principal residence for a period of time not less than twelve (12) months during the first eighteen (18) months of the Owner's purchase of the Lot. The Association shall have the authority to enforce this covenant by commencing and maintaining a suit against an Owner to enforce the terms of this Section and any such judgment rendered in any such action shall include attorneys' fees, court costs, and all other expenses paid and incurred by the Association in enforcing any Use Restrictions contained within this Section.”

The following provision shall be in addition to already existing Article IV of the Declarations and the final provision prior to the signature page (the amended portion being underlined):

“These covenants and restrictions may be altered only with the consent of two-thirds (2/3) of lot owners. (removing the stanza: “and agreement of the developer”)”

THIS FIRST AMENDMENT TO SAID DECLARATION OF PROTECTIVE COVENANTS is made as of the 10th day of June, 2024, by the Association, in all other respects the Association ratifies and confirms the provisions of the Declarations, and this Amendment.

IN WITNESS WHEREOF, Ivy Brook Homeowners' Associations, Inc., has caused this Amendment to be duly executed as of the day and year first above written.

**Ivy Brook Homeowners' Associations, Inc.,
an Alabama non-profit corporation**



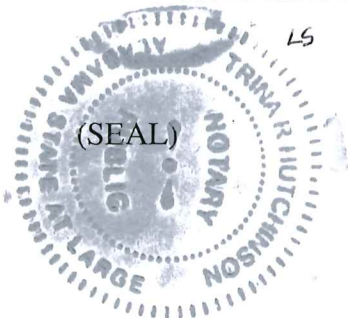
By: David Gregory Warden (Greg Warden)
Its: President

ACKNOWLEDGEMENT

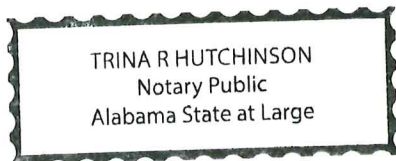
STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned authority, notary public in and for said County in said State, hereby certify that Greg Warden, whose name as President of Ivy Brook Homeowners' Associations, Inc., an Alabama non-profit corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, (s)he, in his capacity as such officer and with full authority, executed the same voluntarily and as an act of the corporation, on the day the same bears date.

Given under my hand and official seal, this the 10th day of June, 2024.



Trina R. Hutchinson
Notary Public: of Jefferson County
My commission expires: April 20, 2025



**My Commission Expires
April 20, 2025**

IN WITNESS WHEREOF, Developer, as defined within said Declarations, has caused this Amendment to be duly executed as of the day and year first above written.

DEVELOPER



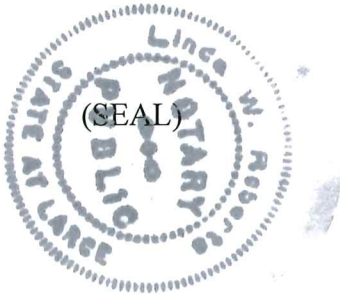
Steve Mobley


ACKNOWLEDGEMENT

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned authority, notary public in and for said County in said State, hereby certify that Steve Mobley, whose name as Developer of Ivy Brook Subdivision, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, in said capacity and with full authority, executed the same voluntarily and as their own act, on the day the same bears date.

Given under my hand and official seal, this the 12th day of June, 2024.





Notary Public: Linda W. Roberts
My commission expires: 8/9/25

Prepared by:
David Lyon Glenn
Massey, Stotser & Nichols, PC
1780 Gadsden Highway
Birmingham, AL 35235

