

2024 7679
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07-02-2024 11:33:38 AM
Andrew Weatherston - Judge of Probate
St. Clair County, Alabama



Book/Pg: 2024/7679
Term/Cashier: S PROB-21-10712 / dmyatt
Tran: 16008.386124.529219
Fees Posted: 07-02-2024 11:34:00
CER Certification Fee 3.00
MHF Mental Health Fee 6.50
PJF Special Index Fee 5.50
REC Recording Fee 3.00
Total Fees: \$ 18.00

AMENDMENT TO COVENANTS

A special meeting was held on June 5, 2024 of the Ivy Place Homeowners. The needed vote of 2/3 or 96 owners was received either by hand written paper ballot or in person vote.

Now Therefore, the Declaration of Covenants for Ivy Place subdivision is hereby amended in accordance to without limitation; Article XI, and the following language should be included as Section 3.07(d):

Amendment to Covenants

"No lots within this subdivision may be used for rental and/or leasing purposes; however, in the event that the lot is being used for the rental and/or leasing purposes at the time of the approval, adoption and recording of this covenant, then the subject lot shall be "grandfathered" and otherwise exempt from this restriction until such time as the ownership of the subject property is transferred. This Provision is not intended to discriminate against any protected class, to wrongfully deprive anyone of housing, or to violate any provision of the Fair Housing Act. To the contrary, this Provision is provided in the interest of protecting and preserving the property values, the neighborhood stability and to enhance the quality of life within the community.

Any ownership and/or lot that is grandfathered hereunder, shall provide immediate notification to the Board of Directors along with information showing their property is currently subject to a lease. Said notice to the Board should also include the forwarding address of the owner. Leasing the property shall not relieve the owner of rights and the liability for compliance with the Declarations and Covenants contained herein. Tenants shall not be exempt from any rules or covenants identified herein this Declaration of Protective Covenants and shall not have any voting rights."

Effective and Certified as a true and accurate version of the amendment so approved on this the 2nd day of July, 2024.

Deborah L. Bourque
Deborah L. Bourque, President

Effective and Certified as a true and accurate version of the amendment so approved on this the 2nd day of July, 2024.

Barbara J. Brewster
Barbara Brewster, Secretary

STATE OF ALABAMA COUNTY OF JEFFERSON

I, the undersigned, a Notary Public, in and for said County, in said State hereby certify that **Deborah L. Bourque** as President and **Barbara Brewster** as Secretary of Ivy Place Homeowners Association, Inc., on this the 2nd day of July, 2024, are signed to the foregoing Amendment and are known to me, acknowledged before me, that, being informed of the contents of the Amendment, are Members of the Board of Directors and with full authority executed the same voluntarily for and as the act of incorporated entity.

Amy H. Cummings
Notary Public

AMY H. CUMMINGS
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES MAY. 21, 2025