

AMMENDMENT 1 TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF IDLEWILD

This Amendment, made this 5<sup>th</sup> day of May, 2007, by the Idlewild Property Owners Association, Inc. pursuant to the Declaration of Covenants, Conditions and Restrictions recorded in Miscellaneous Book 87, pages 677 through 689, in the Records of the Office of the Judge of Probate, Baldwin County, Alabama.

Amend Article 33 section (a) sub-section (4) to read in its entirety:

(4) "Common Area" shall mean all real property (including the improvements) leased by the Association for the common use and enjoyment of the Owners. It shall be the responsibility of the Association to maintain these common areas. The Association may promulgate reasonable rules and regulations regarding the use of said common areas.

Amend Article 33 section (b) sub-section (1) (ii) to read in its entirety:

(ii) The right of the Association to suspend the voting rights and the right to use of the recreational of the recreational facilities by a lessee for any period during which any assessment against the Owner's Lot remains unpaid or any infraction of its published rules and regulations, identified in writing and delivered by the Board of Directors to the lessee in violation, remains un-remedied.

(iii) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Amend Article 33 section (c) sub-section (1) to read in its entirety:

(1) Every lessee of a Lot that is subject to assessment shall be a member of the Association. All members shall be entitled to one vote for each Lot owned. When more than one person owns an interest in any Lot, all such persons shall be members. The vote for such a Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

Delete Article 33 section (c) sub-section (2) in its entirety.

Amend Article 33 section (d) sub-section (1) to read in its entirety:

(1) The developer for each lot owned within the Properties, hereby covenants, and each lessee of any Lot by acceptance of a deed or bill of sale, whether or not it is so expressed in the deed or bill of sale, is deemed to covenant and agree to pay to the Association: annual assessments or charges and special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable

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attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. A transfer fee of \$250, payable by the new lessee to the Association, shall be assessed against the lot upon transfer of the lease. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the lessee of such property at the time the assessment fell due. The personal obligation for the delinquent assessments shall not pass to successors in title unless expressly assumed by them.

Amend Article 33 section (d) sub-section (2) to read in its entirety:

(2) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties, for the improvement and maintenance of the Common Area, and to enforce the Associations Covenants, Codes and Restrictions.

Amend Article 33 section (d) sub-section (4) to read in its entirety:

(4) In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or to enforce the Association's Covenants, Codes and Restrictions, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Amend Article 33 section (d) sub-section (5) to read in its entirety:

(5) Written notice of any meeting called for the purpose of taking action under Section 33 (d) (3) (ii) or 33 (d) (4) shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty (60%) percent of the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Amend Article 33 section (d) sub-section (7) to read in its entirety:

(7) The annual assessments provided for herein shall commence as to each lot on the first day of January of each year and shall be payable on or before April 15th. of the same year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every lessee subject thereto. The due dates may be revised by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding on the Association as of the date of its issuance.

Amend Article 33 section (d) sub-section (8) to read in its entirety:

(8) Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest legal rate permitted under law. The Association may bring an action at law against the lessee personally obligated to pay the same, or foreclose the lien against the property, in accordance with the laws of the State of Alabama. Foreclosure on a lien of the Association may be conducted in the same manner as a foreclosure under Alabama law on a mortgage containing a power of sale allowing the Association to sell and bid, upon publication in a newspaper of general circulation in Baldwin County for three weeks. A lien may be perfected by filing in the records of the office of the Probate Judge of Baldwin County an affidavit identifying the owner, property description or address, and amount of arrears at time of filing; and further giving notice that assessments arising after filing are subject to the lien claim, as well as interest allowed by law. No lessee may waive or otherwise escape liability for the assessments by nonuse of the Common Areas or abandonment of the Lot.

Delete Article 33 section (d) sub-section (10) in its entirety.

I, Colin Keleher, a duly elected Director and President of the Idlewild Property Owners Association, Inc. certify that the amendments set forth in the foregoing Amendment 1 were adopted by the Idlewild Property Owners Association, pursuant to the assent of two-thirds (2/3) of the members of the Association entitled to vote at a meeting duly announced and held on May 5, 2007, at which the requisite quorum of members were present in person or by proxy.



Colin Keleher, President  
Board of Directors  
Idlewild Property Owners Association

This Instrument Prepared by:  
Colin Keleher,  
105 Orleans Drive,  
Fairhope, AL 36532

State of Alabama, Baldwin County  
I certify this instrument was filed  
and taxes collected on:

2007 May -11 10:42AM

Instrument Number 1049366 Pages 3  
Recording 9.00 Mortgage  
Deed Min Tax  
Index DP 5.00  
Archive 5.00  
Adrian T. Johns, Judge of Probate