

**IVY BROOK HOMEOWNER'S ASSOCIATION, INC.**  
P.O. BOX 38  
PELHAM, ALABAMA 35124

Sissy Maske – President  
Patou Poch-Emory – Vice President

Val O'Brien - Secretary  
Bob VanHooser – Treasurer

October 17, 2000

Probate/Recording Office  
Shelby County  
112 N. Main Street  
Columbiana, AL. 35051

**NOTICE OF LIEN**

Inst # 2000-36055  
10/17/2000-36055  
10:20 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 HMB 17.00

Probate/Recording Office of Shelby County, Alabama,

The Declaration of Protective Covenants for Ivy Brook, Phase I as recorded in Map Book 18, Page 21, in the Probate Office of Shelby County, Alabama on February 24, 1994 at 2:35 P.M. under instrument # 1994-06173 states the following:

Section II subsection A: "Every owner of a lot in Development is subject to assessment and shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment and subject to the provisions of the Protective Covenants."

Section II subsection C (1): "There will be an annual assessment of Fifty and no/100 Dollars (\$50.00) to be paid for the maintenance of the entrance way, landscaping and any other deemed common area maintenance within the subdivision. This assessment will also cover the costs of repairing or replacing any driveways located within the boundaries of the Colonial Pipeline easement. The assessment will be due and payable at the closing of each home in the subdivision. The annual assessment of Fifty and no/100 Dollars (\$50.00) shall be made payable to Mobley Development, Inc. and due on the anniversary date each year thereafter until the last house is built and closed."

The Declaration of Protective Covenants for the entire Ivy Brook Subdivision were amended by the required 2/3 vote of the membership and recorded in the Probate Office of Shelby County, Alabama on June 12, 2000 at 9:41 A.M. under instrument # 2000-19562. There were no changes approved or made to Section II subsections A and C as stated above.

With this duly stated and numerous attempts having been made to collect the required assessment, the Ivy Brook Homeowner's Association is requesting that the following property be placed under a lien in the amount of One Hundred and no/100 Dollars (\$100.00) for the years of 1999 and 2000.

Ms. Janet Crosby  
106 Ivy Brook Drive  
Pelham, AL. 35124

**Legal Description of Property:**

Parcel #2000 13-6-23-1-003-034.000 SUPP 000 Land Value 10% (\$28,000)

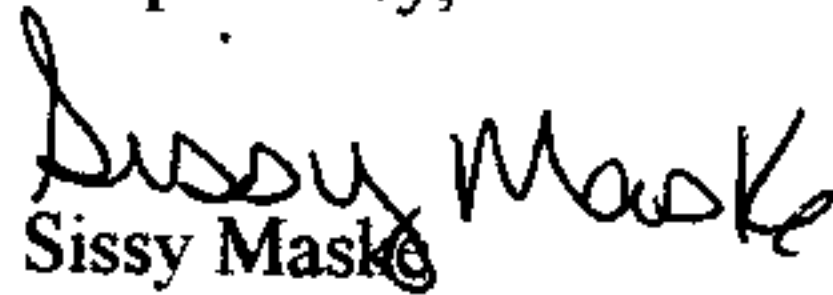
Map Book 1 (18) Page 1 (21) Primary Lot 88


Section 1 (23) Township 1 (20S) Range 1 (03W)

**\*\* See copy of attached "Property Inquiry" letter from the Probate Office.\*\***

The above listed property and property owner is listed under Ivy Brook, Phase I as stated above. The above individual has failed to comply with section II of the Protective Covenants. The individual has failed to pay the annual assessment of \$50.00 (fifty dollars and no/100) as required by the Protective Covenants under Section II for the years 1999 and 2000. Section II subsection C (4) states, "The Ivy Brook Homeowner's Association has the legal right to place a lien on any home that is greater than 60 days late with their annual assessment and to recover all legal cost associated with such legal proceedings".

Respectfully,

  
Sissy Maske  
President

  
Paton Poch-Emory  
Vice-President

# Exhibit A

This instrument was prepared by

Send Tax Notice To: Janet Crosby  
name

(Name) Lamar Ham

106 Ivy Brook Drive  
address

(Address) 3512 Old Montgomery Highway  
Birmingham, AL 35209

Felham, AL 35124

Corporation Form Warranty Deed

STATE OF ALABAMA

COUNTY OF Jefferson

)  
)  
)  
KNOW ALL MEN BY THESE PRESENTS.

That in consideration of ONE HUNDRED EIGHT THOUSAND THREE HUNDRED TEN AND NO/100-----  
-----DOLLARS (\$108,310.00)  
to the undersigned grantor, Regency Development, Inc.

a corporation  
(herein referred to as GRANTOR) in hand paid by the grantee herein, the receipt of which is hereby acknowledged,  
the said GRANTOR does by these presents, grant, bargain, sell and convey unto Janet Crosby, an unmarried woman

(herein referred to as GRANTEE, whether one or more), the following described real estate, situated in Shelby County, AL  
to-wit:

Lot 88, according to the Survey of Ivy Brook Phase One, as recorded in Map  
Book 18, page 21 in the Probate Office of Shelby County, Alabama.

Subject to current taxes, easements, covenants, restrictions and rights of way  
of record, mineral and mining rights.

\$ 105,010.00 of the purchase price was provided by a mortgage loan closed  
simultaneously herewith.

Inst # 1994-20795

07/01/1994-20795  
09:48 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 SMA 12.00

TO HAVE AND TO HOLD, To the said GRANTEE, his, her or their heirs and assigns forever.

And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEE, his, her or  
their heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encum-  
brances, that it has a good right to sell and convey the same as aforesaid, and that it will, and its successors and assigns  
shall, warrant and defend the same to the said GRANTEE, his, her or their heirs, executors and assigns forever,  
against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR by its Closing Agent who is authorized  
to execute this conveyance, hereto set its signature and seal,

this the 24th day of June, 1994.

ATTEST:

Regency Development, Inc.

By Amelia E. Ambrester  
Amelia E. Ambrester, Closing Agent

STATE OF Alabama

COUNTY OF Jefferson

I, Lamar Ham

)  
)  
)  
a Notary Public in and for said County, in said State,

hereby certify that Amelia E. Ambrester

whose name as Closing Agent of Regency Development, Inc., a corporation, is signed  
to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed  
of the contents of the conveyance, he, 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 24th day of June, 1994

MY COMMISSION EXPIRES NOVEMBER 6, 1997

Notary Public

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