

AMENDMENT TO THE DECLARATION OF
PROTECTIVE COVENANTS FOR
CAHABA OAKS SUBDIVISION

This Amendment to the Declaration of Protective Covenants for Cahaba Oaks Subdivision is made this 28th day of November, 2005, pursuant to Article IX, Section 11 of the Declaration of Protective Covenants of Cahaba Oaks Subdivision as the same are recorded in Inst. # 1994-26703 in the Office of the Judge of Probate of Shelby County, Alabama.

As is required by the aforementioned Section 11, this amendment was duly proposed by written instrument signed by the Owners of at least one-fourth (1/4) of the lots of the Cahaba Oaks Subdivision, was considered at a meeting of the Owners after written notice of the time and place of such meeting was delivered to the Owners, and was duly passed by an affirmative vote of more the three-fourths of the total Lots of the Property, thus making the amendment become effective.

The amendment adds the following language to Article IX of the Protective Covenants as follows:

"Section 12. ASSOCIATION MEMBERSHIP, DUES ASSESSMENTS AND LIEN FOR NON-PAYMENT THEREOF. All Owners are automatically members of the homeowner's association which shall be known as the Cahaba Oaks Homeowners Association. Annual dues assessments and special dues assessments may be established against each Lot and its Owners for maintenance of street and entrance landscaping, subdivision fences, berms, detention basins, drainage, entrance improvements, lighting, and for any expense and amenity in the Subdivision, as well as for any other costs, duties, powers and responsibilities of the Homeowners Association. Annual assessments shall be determined and set by the Board of Directors subject to a limitation of no more than a ten percent increase over the previous years annual dues. Special assessments may only be proposed and approved at the annual meeting, or at any special meeting of the Homeowners Association, and shall be established by a two-thirds (2/3) vote of the Lot owners or voting by proxy, each Lot having one vote.

Annual dues assessments are for the calendar year, shall be paid in advance, and are due and payable each year no later than December 31 of the year prior, or thirty days after notice is mailed of the dues assessment in the event notice is mailed later than December 1. Special assessments are due and payable within sixty (60) days after notice is mailed of the special dues assessment. Any unpaid dues assessment or special dues assessment against a Lot shall be the personal obligation of each Owner of that Lot at the time of assessment, jointly and severally, and shall also become a lien against that Lot upon delinquency.

Alan King

In the case of annual dues assessments the lien shall be established upon the first date of delinquency for the dues assessment which shall be January 1 of the year in which the dues assessment is for, or thirty days after notice of the dues assessment is mailed, whichever comes first. In the case of a special dues assessment, the lien shall be established upon the first date of delinquency which shall be sixty days after the notice of the special dues assessment is mailed.

Any lien shall be perfected by the filing of a notice thereof in the Office of the Judge of Probate of Shelby County, Alabama. Said notice shall identify the lot by address and by approximate legal description and may contain any or all of the names of the Owners of said Lot as well as the amount of the lien. A lien for any given year may be filed at any time within five (5) years of the date of first delinquency of that lien and liens for multiple years may be claimed and filed on one single notice. Any dues assessment or special assessment delinquency shall have a one time late fee of \$25.00 and also shall bear interest at the rate of ten percent (10%) per annum until paid. Any lien filed with improper or incorrect information may be corrected by the filing of a corrective notice, but shall nonetheless operate as valid public notice of said lien. Any purchaser, lender, title company, title insurer or any other party shall have the right to rely upon the statement of any Director of the Homeowners Association as to the amount or payment status of any such lien.

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment to the Declaration of Protective Covenants for Cahaba Oaks Subdivision as of the date first written above.

CAHABA OAKS HOMEOWNERS ASSOCIATION



Mark Whitlock, President



Brian Stauss, Secretary

This instrument prepared by:
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