
FIRST AMENDMENT TO
THE NARROWS RESIDENTIAL
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS

THIS FIRST AMENDMENT TO THE NARROWS RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and entered into as of the 24th day of May, 2000 by EQUINE PARTNERS, L.L.C., an Alabama limited liability company ("Developer").

RECITALS:

Developer has heretofore executed The Narrows Residential Declaration of Covenants, Conditions and Restrictions March 27, 2000, which has been recorded as Instrument #2000-09755 in the Probate Office of Shelby County, Alabama (the "Declaration"). Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.

Developer desires to submit Additional Property to the terms and provisions of the Declaration, as provided in Section 2.2 of the Declaration.

NOW, THEREFORE, in consideration of the premises, Developer does hereby amend the Declaration as follows:

1. **Additional Property.** Pursuant to the terms and provisions of Section 2.2 of the Declaration, Developer does hereby declare that the real property described in Exhibit A.1 attached hereto and incorporated herein by reference (the "Additional Property") shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to all of the easements, covenants, conditions, restrictions, charges and regulations set forth in the Declaration, which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in any portion of the Additional Property and their respective heirs, executors, administrators, personal representatives, successors and assigns. The Additional Property described in Exhibit A.1 attached hereto and the original Property described in the Declaration shall, for the purposes of the Declaration, collectively be referred to as the Property and all references in the Declaration to the Property shall mean the original Property as described in the Declaration as well as the Additional Property described herein.

2. **Full Force and Effect.** Except as specifically modified and amended herein, all of the terms and conditions of the Declaration shall remain in full force and effect.

05/25/2000-17136
09:40 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MMS 14.50

Inst # 2000-17136

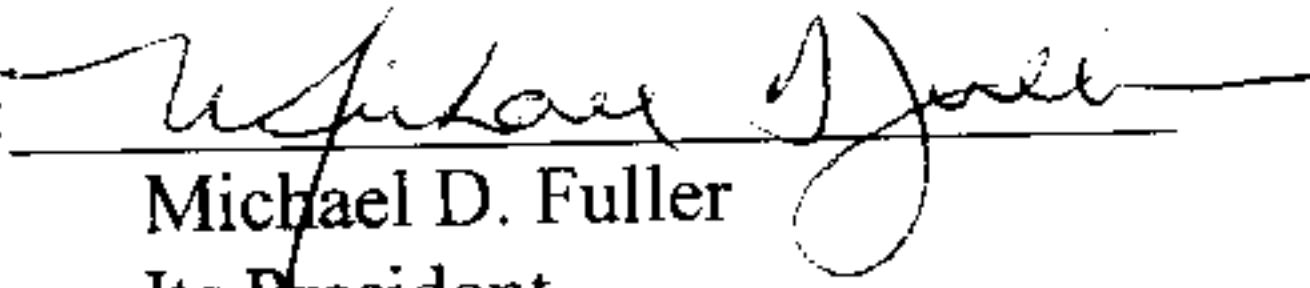
IN WITNESS WHEREOF, Developer has caused this First Amendment to The Narrows Residential Declaration of Covenants, Conditions and Restrictions to be executed as of the day and year first above written.

DEVELOPER:

EQUINE PARTNERS, L.L.C.,

an Alabama limited liability company

By: Tyrol, Inc., an Alabama corporation,
Its Member

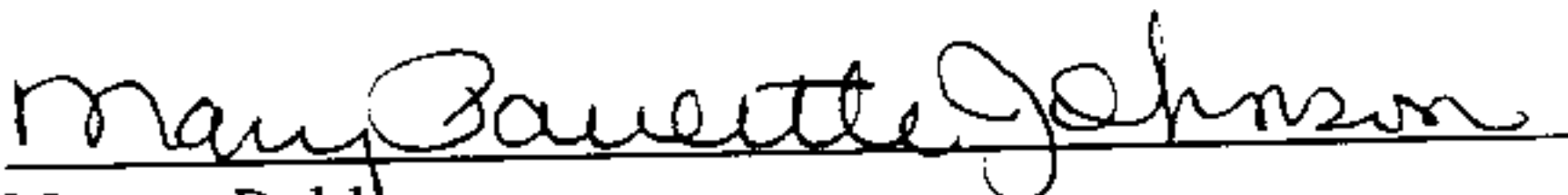
By: 
Michael D. Fuller
Its President

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said County in said State, hereby certify that Michael D. Fuller, whose name as President of Tyrol, Inc., an Alabama corporation, as Member of Equine Partners, L.L.C., an Alabama limited liability company, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as Member as aforesaid.

Given under my hand and official seal, this the 24th day of May, 2000.


Notary Public
My Commission Expires: 7/24/2001

[SEAL]

**This Instrument Prepared by and upon
recording should be return to:**

✓ Mary Thornton Taylor
Dominick, Fletcher, Yeilding,
Wood & Lloyd, P.A.
2121 Highland Avenue South
Birmingham, Alabama 35205

w0106816

EXHIBIT A.1

NARROWS REACH

Lots 1 through 92 (inclusive), according to the Final Record Plat of Narrows Reach as recorded in Map Book 27, Page 3A & 3B in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

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