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

THIS SECOND AMENDMENT TO THE NARROWS RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and entered into as of the 16th day of October, 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, which has been amended by the First Amendment thereto, dated May 24, 2000 and recorded as Instrument #2000-17136 in said Probate Office (collectively, 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.

Developer further desires to amend Article VIII with regard to certain individual Assessments applicable to the Narrows Reach sector of The Narrows.

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.2 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

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representatives, successors and assigns. The Additional Property described in Exhibit A.2 attached hereto, the original Property described in the Declaration and all Additional Property heretofore submitted by Developer to the terms and provisions of 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, all Additional Property heretofore submitted to the terms and provisions of the Declaration as well as the Additional Property described herein.

2. **Narrows Reach.** Narrows Reach is a town home subdivision within The Narrows as depicted on the Amended Plat of Narrows Reach which was recorded in Map Book 27, Pages 11A & 11B in the Office of the Judge of Probate of Shelby County, Alabama. As town homes, each Dwelling within Narrows Reach is attached to one or more other Dwellings within a building. All Dwellings in a building within Narrows Reach shall be subject to a termite contract which covers the entire building. For this reason, all termite contracts for the buildings and Dwellings within Narrows Reach shall be issued in the name of the Association and such termite contracts may be modified or terminated only by the Association. Pursuant to Section 8.6 of the Declaration, each Owner within Narrows Reach shall pay to the Association, in addition to the other Assessments provided for in Article VIII of the Declaration, an annual individual Assessment in a prorated amount of the cost of the termite contract for the building in which the Dwelling is situated. Such prorated amount of the cost of the termite contract shall equal the product obtained by multiplying the total cost of the termite contract for the building by a fraction, the numerator of which shall be the number of Dwellings owned by the Owner in the building and the denominator of which shall be the total number of Dwellings in the building. Section 8.6 of the Declaration is hereby amended to provide for such annual individual Assessments payable for termite contracts by Owners of Dwellings within Narrows Reach.

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


IN WITNESS WHEREOF, Developer has caused this Second 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 16th day of October, 2000.


Notary Public

[SEAL]
My Commission Expires:
11-27-02

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

CONSENT OF MORTGAGEE

Compass Bank ("Mortgagee"), as the holder of that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement dated as of June 29, 1998, and recorded as Instrument No. 1998-17911 in the Office of the Judge of Probate of Shelby County, Alabama, (the "Probate Office"), as such mortgage is amended or modified from time to time, has hereby joined in the execution of the First Amendment recorded as Instrument No. 2000-17136 in said Probate Office and this Second Amendment to The Narrows Residential Declaration of Covenants, Conditions and Restrictions (the "Declaration") for the purpose of consenting to the execution of the First and Second Amendments and all of the terms and provisions set forth therein; provided, however, that such consent shall not be deemed a consent to any further amendment to the terms and provisions of the Declaration.

Dated as of the 16th day of October, 2000.

COMPASS BANK

By: James H. Hays

Its: Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Travis J. McMay, whose name as Vice President, of Compass Bank, 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 Bank.

Given under my hand and official seal, this the 16th of October, 2000.

Barbara Ann Moore
Notary Public

[SEAL]

My commission Expires:

11-77-02

EXHIBIT A.2

NARROWS CREEK

Lots 1 through 42 (inclusive), according to the Final Record Plat of Narrows Creek as recorded in Map Book 27, Page 34 in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

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