


This Instrument prepared by:
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Shelby Cnty Judge of Probate, AL
12/11/2006 02:44:16PM FILED/CERT

STATE OF ALABAMA)

SHELBY COUNTY)

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

THIS NINTH AMENDMENT TO THE NARROWS RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and entered into as of the 8TH day of December, 2006 by KOO, LLC, an Alabama limited liability company ("Developer").

R E C I T A L S:

WHEREAS, The Narrows Residential Declaration of Covenants, Conditions and Restrictions dated March 27, 2000 has heretofore been duly executed and recorded as Instrument #2000-09755 in the Probate Office of Shelby County, Alabama, and has been amended by the First Amendment thereto dated May 24, 2000 and recorded as Instrument #2000-17136 in said Probate Office, and further amended by the Second Amendment thereto dated October 16, 2000 and recorded as Instrument #2000-36696 in said Probate Office, and further amended by the Third Amendment thereto dated August 29, 2001 and recorded as Instrument #2001-38328 in said Probate Office, and further amended by the Fourth Amendment thereto dated August 27, 2002 and recorded as Instrument #20020905000424180 in said Probate Office, and further amended by the Fifth Amendment thereto dated October 1, 2002 and recorded as Instrument #20021017000508250 in said Probate Office, and further amended by the Sixth Amendment thereto dated July 11, 2003 and recorded as Instrument #20030716000450980 in said Probate Office, and further amended by the Seventh Amendment thereto dated August 26, 2005 and recorded as Instrument #20050831000450840 in said Probate Office, and further amended by the Eighth Amendment thereto dated October 25, 2005 and recorded as Instrument #20061031000537350 in said Probate Office (collectively, the "Declaration"); and

WHEREAS, capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration; and

WHEREAS, pursuant to Developer's authority under Section 10.2 of the Declaration, Developer desires to amend Section 7.1 of the Declaration in order to clarify the maintenance

responsibilities of Owners.

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby amend the Declaration as follows:

1. **Section 7.1 Responsibilities of Owners**. Section 7.1 of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

“Section 7.1 Responsibilities of Owners.

(a) The maintenance and repair of all Lots, Dwellings, all other Improvements situated thereon or therein and all lawns, landscaping and grounds on or within a Lot or Dwelling shall be the responsibility of the Owner of such Lot or Dwelling. Each Owner shall be responsible for maintaining his Lot or Dwelling, as the case may be, in a neat, clean and sanitary condition, both inside and outside of any Dwellings or Improvements thereto. Such responsibilities shall include, without limitation, maintaining at all times appropriate paint and stain finishes on all Dwellings and other Improvements and reroofing or replacing roofing shingles when the same become worn or would be replaced by a prudent Owner. No exterior changes, alterations or Improvements shall be made to any Lot or Dwelling (including, without limitation, painting or finishing) without first obtaining the prior written approval of the same from the ARC.

(b) Each Lot shall be landscaped in accordance with plans and specifications submitted to and approved by the ARC pursuant to Section 5.6 above. All areas of any Lot which are not improved by the construction of a Dwelling thereon shall at all times be maintained by the Owner in a fully and well kept landscaped condition utilizing ground cover and/or a reasonable number, as determined in the ARC's sole discretion, of shrubbery and trees. The maintenance obligations set forth in this Section 7.1(b) shall be binding on the Owner of each Lot and shall apply to all portions of a Lot and extend to the curb or edge of the pavement within the adjacent right-of-way or to a Natural Area abutting such Lot. Grass, hedges, shrubs, vines and any other vegetation of any type on any Lot shall be cut and trimmed at regular intervals at all times in order to maintain the same in a neat, safe and attractive condition. Trees, shrubs, vines, plants and other vegetation which die shall be promptly removed and replaced with living plants of like kind and quantity. Dead vegetation, stumps, weed, rubbish, debris, garbage and waste material shall be promptly removed from any Lot or Dwelling and properly disposed of outside of the Development.

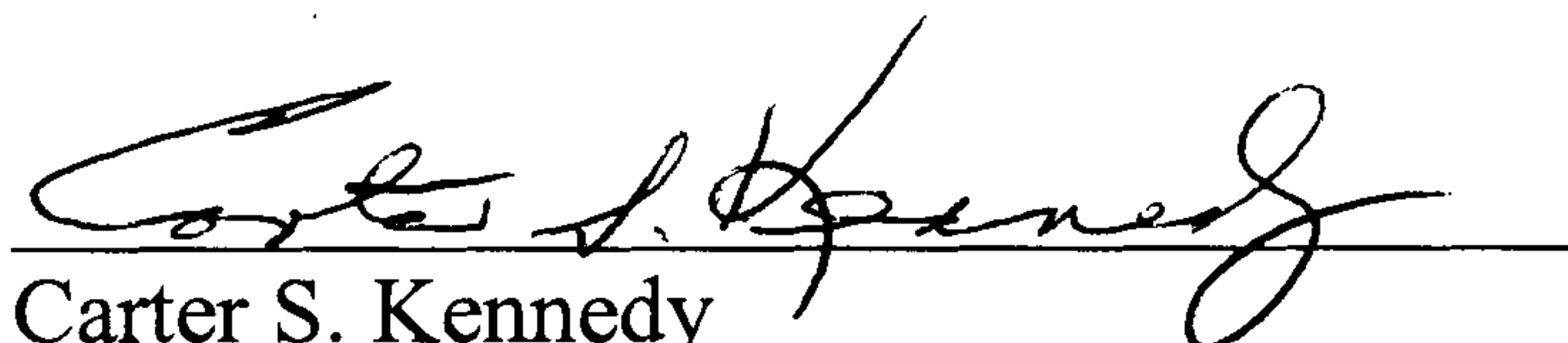
(c) No Owner shall (i) decorate, change or otherwise alter the appearance of any portion of the exterior of a Dwelling (including, without limitation, painting or finishing) or the landscaping, grounds or other Improvements within a Lot unless

such decoration, change or alteration is first approved, in writing, by the ARC and the Association as provided in Sections 5.5 and 5.6 above or (ii) do any work which, in the reasonable opinion of the ARC, would jeopardize the soundness and safety of the Property, reduce the value thereof or impair any easement or hereditament thereto, without in every such case obtaining the prior written approval of the ARC.”

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

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

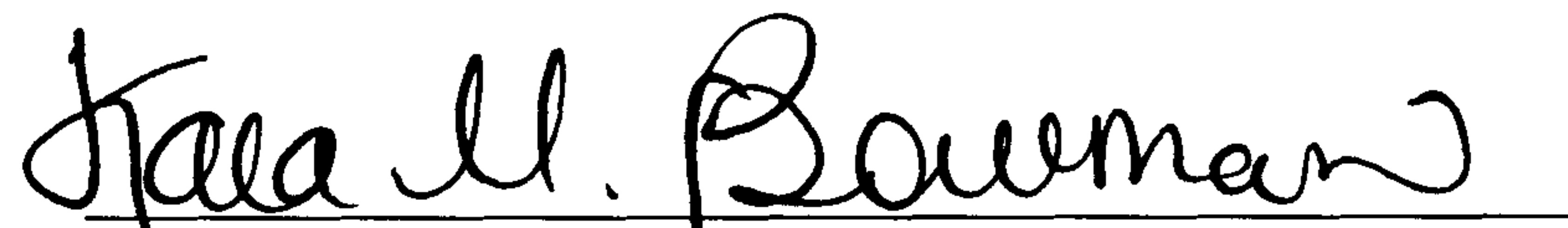
KOO, LLC, an Alabama limited liability company

By: 
Carter S. Kennedy
As its Manager

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Carter S. Kennedy, whose name as Manager of **KOO, LLC**, an Alabama limited liability company, is signed to the foregoing Amendment, and who is known to me, acknowledged before me, on this day that, being informed of the contents of such Amendment, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal, this 8th day of December, 2006.


Notary Public

[SEAL]

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 21, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS