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Shelby Cnty Judge of Probate, AL  
06/07/2007 02:53:11PM FILED/CERT

This Instrument prepared by:  
Mary Thornton Taylor, Esq.  
% 3570 Grandview Parkway, Suite 100  
Birmingham, Alabama 35243

STATE OF ALABAMA )

SHELBY COUNTY )

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

THIS TENTH AMENDMENT TO THE NARROWS RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and entered into as of the 24<sup>th</sup> day of May, 2007 by KOO, LLC, an Alabama limited liability company ("Developer").

**RECITALS:**

**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, and further amended by the Ninth Amendment thereto dated December 8, 2006 and recorded as Instrument #20061211000599540 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 modify certain provisions of the Second Amendment to the Declaration dated October 16, 2000 and recorded as Instrument #2000-36696 in said Probate Office (the "Second Amendment").

**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. **Narrows Reach.** Narrows Reach is a town home subdivision within The Narrows as depicted on the Plats of Narrows Reach, Phases 1 and 2, which were recorded in Map Book 27, Pages 11A & 11B and Map Book 30, Pages 55A & 55B, respectively, in the Office of the Judge of Probate of Shelby County, Alabama. Section 2 of the Second Amendment provides that all Dwellings in a building within Narrows Reach be subject to a termite contract issued in the name of the Association and each Owner within Narrows Reach pay to the Association an annual Individual Assessment in a prorated amount of the cost of the termite contract for the building in which the Owner's Dwelling is situated.

Said Section 2 of the Second Amendment is hereby deleted in its entirety. As of July 1, 2007, the Association shall terminate all termite contracts currently in effect for the buildings within Narrows Reach and the Association shall no longer be responsible for maintaining such termite contracts or collecting Individual Assessments from the Owners to pay the costs related thereto. As of July 1, 2007, each Owner within Narrows Reach shall be responsible for obtaining its own termite contract for its Dwelling from a termite company of its choosing and paying the cost therefor directly to the termite company.

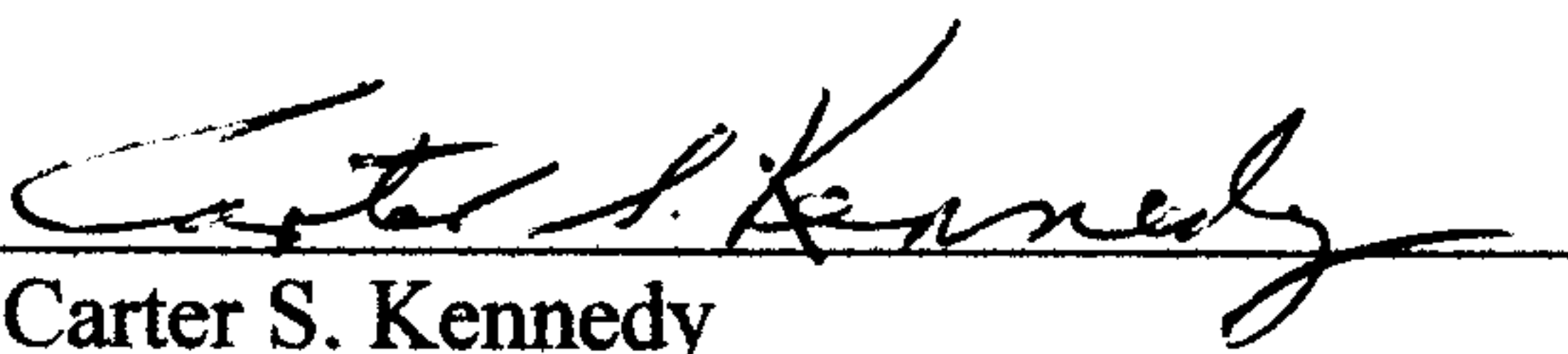
2. **Full Force and Effect.** Except as specifically modified and amended herein, all terms, provisions, restrictions and conditions of the Declaration including, but not limited to the remaining provisions of the Second Amendment, shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]



**IN WITNESS WHEREOF**, Developer has caused this Tenth 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 24<sup>th</sup> day of May, 2007.

  
Notary Public

[SEAL]

My commission expires: 5-27-07