

STATE OF ALABAMA)

SHELBY COUNTY)

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

THIS ELEVENTH AMENDMENT TO THE NARROWS RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and entered into as of the 9th day of July, 2008 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, and further amended by the Ninth Amendment thereto dated December 8, 2006 and recorded as Instrument #20061211000599540 in said Probate Office, and further amended by the Tenth Amendment thereto dated May 24, 2007 and recorded as Instrument #20070607000266840 in said Probate Office (collectively with all amendments, 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 Article VI of the Declaration in order to clarify certain provisions thereof and add certain provisions thereto.

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 6.12 Off-Street Parking.** Section 6.12 of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

6.12 Parking of Vehicles, Machinery and Equipment.

(a) **OFF- STREET PARKING.** Each Lot shall provide for adequate off-street parking (i.e., parking areas located solely within the property lines of such Lot). Vehicles shall be parked only in driveways or in garages. Garage doors shall be kept closed at all times except when in use. No garage shall be converted to any use other than for the parking of vehicles therein without the approval of the ARC. Vehicles shall not be parked on any landscaped or natural areas of a Lot. Carports are prohibited. No automobiles, vehicles, machinery or equipment shall be parked on the street; provided, however, that visiting automobiles and vehicles shall be parked temporarily, to the greatest extent possible, (i) in the off-street parking areas of the Lot being visited or (ii) on the street in front of the Dwelling being visited.

(b) **INOPERABLE VEHICLES.** Any vehicle which is inoperable shall be immediately removed from the Development. No Owner or Occupant shall repair or restore any vehicle, machinery or equipment of any kind upon or within any Lot or Dwelling, or within any portion of the Common Areas, except (i) within enclosed garages or workshops or (ii) for emergency repairs and then only to the extent necessary to enable the immediate movement thereof to a proper repair facility located outside the Development.

(c) **RECREATIONAL VEHICLES AND EQUIPMENT.** No mobile homes, tractors, equipment, machinery, trailers (with or without wheels), motor homes, recreational vehicles, trucks (other than pick-up trucks), commercial vehicles, campers, motorized campers or trailers, boats or other watercraft, boat trailers, motorcycles, motorized bicycles, all-terrain vehicles or motorized go-carts shall be parked or maintained on the right-of-way or in the driveway of any Lot. The prohibitions of this Section shall not apply to temporary parking of trucks and other commercial vehicles providing construction or commercial services to a Lot or Dwelling or to the efforts and activities of Developer in connection with the development of the Property and the construction of the Dwellings. The Board shall have the right but not the obligation at any time and from time to time to adopt further Rules and Regulations with respect to the keeping, storage, parking, operation, use or maintenance of said mobile homes, tractors, equipment, machinery, trailers (with or without wheels), motor homes, trucks (other than pick-up trucks), commercial vehicles of any type, campers, motorized campers or trailers, boats or

other watercraft, boat trailers, motorcycles, motorized bicycles, all-terrain vehicles, motorized go-carts and other forms of transportation.

2. **Section 6.19 Outdoor Furniture and Clotheslines.** Section 6.19 of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

6.19 Outdoor Furniture, Recreational Facilities and Clotheslines.

(a) No furniture shall be placed, kept, installed, maintained or located in or on front or side yards or areas of a Lot. Any outdoor furniture placed, kept, installed, maintained or located in or on any Lot shall, to the greatest extent practicable, be located so that the same will not be visible from any street. All outdoor furniture shall be maintained in good condition and repair at all times by the Owner of such Lot. No indoor furniture shall be placed, kept, installed, maintained or located outside of the Dwelling.

(b) Outside clotheslines or other outside facilities for drying or airing clothes are prohibited on any Lot or Dwelling. No clothing, rugs or other items shall be hung, placed or allowed to remain on any railing, fence or wall.

(c) Children's toys, swing sets, jungle gyms and other outdoor and recreational equipment and appurtenances shall be allowed only in the rear yard behind a Dwelling and shall, to the extent practicable, be located so that the same are not visible from any street.

(d) Free-standing playhouses, tree houses and basketball backboards are prohibited on any Lot without the prior written consent of the ARC as to size, appearance and location.

(e) Barbecue grills or other types of outdoor cooking equipment and apparatus shall be located only behind a Dwelling and, to the extent practicable, shall not be visible from any street.

(f) Artificial vegetation, exterior sculpture, bird feeders, wood carvings, fountains, flags and similar items shall not be permitted in the front or side yards of any Lot unless approved by the ARC; provided, however, the display of flags for generally recognized holidays on which flags are customarily displayed shall be permitted for a period from one (1) week prior to the date of such holiday until one (1) week after the date of such holiday. No awnings, shades or window boxes shall be attached to or otherwise placed on the exterior of any Dwelling or other Improvement on a Lot without the prior written consent of the ARC.

(g) Fire wood storage shall be located only behind a Dwelling.

(h) Holiday decorations shall not be installed prior to thirty (30) days before the applicable holiday and shall be removed within fifteen (15) days after the holiday.

3. **Section 6.21 Trash, Rubbish and Nuisances.** Section 6.21 of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

6.21 Trash, Rubbish and Nuisances.

(a) No trash, garbage, rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Development by Owners or Occupants nor shall any nuisance or odors be permitted to exist or operate upon or arise from any Lot or Dwelling which would render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using, occupying or owning any other Lots or Dwellings within the Development or any real property owned or being developed in close proximity to the Development. Noxious or offensive activities shall not be carried on in or from any Lot or Dwelling or in any part of the Common Areas, and each Owner and Occupant shall refrain from any act or use of a Lot or Dwelling which could cause disorderly, unsightly or unkempt conditions, result in the cancellation of or increase in insurance coverage or premiums for any portion of the Development or be in violation of any law, statute, ordinance, rule, regulation or requirement of any Governmental Authority. Any Owner or Occupant, or any respective family members, guests, invitees, servants, agents, employees or contractors of such Owner or Occupant who dumps, places or allows trash or debris to accumulate on his Lot or Dwelling or on any other portion of the Development shall be liable to the Association for all costs incurred by the Association to remove the same.

(b) Trash, garbage and any other refuse or waste shall not be kept on any Lot or Dwelling except in trash cans or containers or garbage compactor units. Trash cans and containers shall at all times be kept at the rear of or inside a Dwelling and out of sight at all times; provided however that trash cans and containers can be moved to the front curb of the Lot on trash collection days for such Lot.

(c) Except during construction of a Dwelling or other Improvements, no outdoor burning of trash, garbage, leaves, wood, shrubbery or other materials shall be permitted on any Lot or other portion of the Development.

(d) Exterior speakers, horns, whistles, bells or other sound devices, other than security and fire alarm devices used exclusively for such purposes, are a

nuisance and shall not be located, used or placed upon any Lot or other portion of the Development.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Developer has caused this Eleventh 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*
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 instrument, and who is known to me, acknowledged before me, on this day that, being informed of the contents of such instrument, 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 July, 2008.

Mary R. Mangell
Notary Public

[SEAL]
My commission expires: 12/8/08