

SOUTHPOINT INDUSTRIAL PARK

(aka SouthPoint Business Park)

Huntsville, Alabama

Restrictive Covenants

These RESTRICTIVE COVENANTS FOR SOUTHPOINT INDUSTRIAL PARK on this ____ day of _____, 20____, are acknowledged and incorporated into the Standard Commercial/Industrial Building Lease executed on _____, 20____, by and among HOLLINGSWORTH INVESTMENTS XV, a Tennessee general partnership ("Lessor/Seller") and _____ hereinafter referred to as the "Lessee/Owner."

WITNESSETH

NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Lessor/Seller hereby declares that all of the Premises described in the Lease shall be held, to the following recorded restrictions, covenants, and conditions, which are for the purposes of protecting the value and desirability of, and which shall run with the Premises (as defined in the Lease), and be binding on all parties having any right, title or interest in said Premises or any part thereof, and their heirs, executors, administrators, successors, and assigns, and shall inure to the benefit of each Lessee/Owner thereof. The covenants, conditions, and restrictions set forth in these Restrictive Covenants shall be binding and shall form a part of the Lease or Contract of Sale, as applicable.

Acknowledged and accepted by:

Lessee/Owner

Date

Lessee/Owner

Date

HOLLINGSWORTH INVESTMENTS XV

By: _____

Joseph A. Hollingsworth, Jr.,
Managing Partner

Date

m
33.00
1.00

34.00

RLPY 2013 72576
Recorded In Above Book and Page
12/02/2013 02:26:59 PM
Charles C. Woodroof
Judge of Probate
Limestone County, AL

**DECLARATION
OF
RESTRICTIVE COVENANTS

FOR

SOUTHPOINT
INDUSTRIAL PARK
(aka SouthPoint Business Park)**

**DECLARATION
OF
RESTRICTIVE COVENANTS**

FOR

**SOUTHPOINT INDUSTRIAL PARK
(A.K.A SOUTHPOINT BUSINESS PARK)**

THIS DECLARATION is made on the date hereinafter set forth by Hollingsworth, G.P., (hereinafter referred to as "Declarant").

WHEREAS, Declarant, SouthPoint, LP, and Summit Properties Partnership (hereinafter collectively referred to as "Owners") are the fee simple title holders to the real property described in Exhibit "A" (the "Industrial Park"), attached to and made a part hereof, and

WHEREAS, the Owners desire to subject the Industrial Park to the provisions of these restrictive covenants to protect existing and potential property developments by maintaining quality developments within the Industrial Park; and

WHEREAS, the Owners intend by these restrictive covenants to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all present and future owners and occupants of the property subject to, or hereinafter subject to these restrictive covenants.

NOW THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Declarant, with approval from the Owners, hereby makes and declares the following restrictive covenants which shall run with the title to said Industrial Park and shall be binding on all persons having any right, title, or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, grantees, and assigns and shall inure to the benefit of each and every owner and occupant or all or any portion thereof.

**ARTICLE I
Parking, Loading and Unloading Areas**

Section 1. Parking. No parking of any vehicle will be permitted on any publicly dedicated street or drive, or any place other than the paved parking spaces. Each owner and/or occupant shall be responsible for compliance by its employees and visitors. Parking setbacks shall not be less than that required by applicable zoning resolutions or ordinances. Parking in the front of the building shall not cover more than half of the total area which comprises the minimum front setback.

Section 2. Loading and Unloading Areas. Loading areas will not infringe on the setback area. All loading docks will be located at the side or rear of the building. Loading docks shall be set back and permanently screened, either by landscaping with evergreen trees, berming or architectural screens, from neighboring properties and public view to minimize the effect of their appearance from neighboring building sites. Declarant shall approve the use of screening as a necessary component of any loading facility construction.

Section 3. Entrance Zones to Buildings, Curbs and Sidewalks. All entrance roads will be curbed. All parking areas and internal roadways shall be paved and curbed. Paving should also be certified to standards sufficient to support anticipated loads on the respective parcels.

ARTICLE II

Use and Architectural Restrictions

Section 1. General. A major emphasis within the Industrial Park is to create an architecturally integrated complex where buildings compliment both their neighbors and the surrounding environment. This can be achieved by structures that are low in profile, extensions of the natural setting, and of materials that harmonize with the site and adjacent structures.

Section 2. Permitted Uses. Permitted uses include clean, industrial activities, fabrication, assembly operations that are compatible with the activities and other uses permitted in the Industrial Park. Businesses specifically permitted include, but are not limited to, the following:

- (a) Any manufacturing process that is compatible with the overall objectives of the Industrial Park. Compatibility will be assessed and reviewed in terms of:
 - (1) Truck and automobile traffic generated;
 - (2) Proposed storage of raw materials and manufactured products;
 - (3) Potential for safety hazards to neighboring industries/community;
 - (4) Capability of pre-treatment, treatment, and/or disposal of domestic industrial wastes;
 - (5) Aesthetic compatibility with the Industrial Park objectives and existing development;
 - (6) Size and scale
- (b) Laboratories and testing facilities.
- (c) Computer hardware installations and directly related employee operator and maintenance functions, including the manufacture or assembly of computers in whole or part.
- (d) Consumer testing and product rating laboratories.

- (e) Research foundations, institutes, or other similar types of organizations.
- (f) Businesses or activities whose research or development staff or equipment would be housed as an integral part of their other activities on the parcel.
- (g) Any business or activity that, in the sole opinion of Declarant would be compatible with the activities of other businesses on parcels of the same designations.
- (h) Corporate or other business headquarters or regional offices containing manufacturing or warehousing functions.

Section 3. Prohibited Uses. These include any business or activity that shall, in the sole opinion of Declarant, be incompatible with the goals, objectives, and design/operating criteria established for the Industrial Park. No business or industry shall automatically be denied occupancy in the Industrial Park until it has been provided the opportunity to demonstrate that it can meet and maintain the standards set for the Industrial Park. Any business that cannot meet environmental standards of the Environmental Protection Agency ("EPA") may not locate within the Industrial Park.

Section 4. Fencing. Any fencing materials, locations, and heights shall be as approved by Declarant, in its sole discretion, prior to installation.

Section 5. Landscaping. All landscaping material shall be properly maintained through watering, mulching and fertilizing in such a way as to insure their survival. Any tree, shrub or ground cover plant which fails to survive shall be replaced with like kind within six (6) months of loss. This maintenance is the responsibility of the owner and/or occupant whose parcel this landscaping exists upon.

Section 6. Liquid or Solid Wastes. The discharge of untreated industrial wastes into a stream or open or closed drain is strictly prohibited. All methods of sewage and industrial waste treatment and disposal shall be approved by the county and the Department of Health and Environment. Industrial Park businesses will be required to comply with Federal and State regulations regarding pre-treatment of industrial waste prior to its being discharged into the sanitary sewer system. The Utility District will administer the pre-treatment program and apply pre-treatment standards to all industrial users through the use of a permit application system and a sewer use ordinance.

Section 7. Pollutants. No noxious or offensive trades, services or activities shall be conducted on the premises of the Industrial Park.

Section 8. Noise. There shall be no operational industrial noise measured on the property line where the operation is located that exceeds the values given in the following table in any octave band of frequency.

Octave Band Center in Hz	Maximum dBA at Property Line
-----------------------------	---------------------------------

31.5	85
63	82
125	80
250	75
500	65
1,000	60
2,000	55
4,000	50
8,000	48

Section 9. Site Drainage and Storm Water Retention. No driveways, walks, parking areas, etc., may be constructed across any drainage ditch, channel or swale without providing adequate culverts or waterway openings for natural drainage. No storm water run-off will be discharged into, or permitted to flow into, the sanitary sewage system. Additionally, no sewage will be discharged into, or permitted to flow into, the storm water sewage system. Detention basins have been provided within the Industrial Park's development. Owners and/or occupants are required to comply with the EPA's storm water run-off regulations in this regard.

Section 10. Maintenance. Each owner and/or occupant of the Industrial Park shall be responsible for keeping its building site, buildings, and other improvements in a safe, clean, neat, and orderly condition and shall prevent rubbish from accumulating on its building site or surrounding common areas. Consistent with Section 5 hereinabove, landscaping of each total area of a building site shall be maintained (including pruning, weeding, re-mulching, mowing, etc.) and each owner and/or occupant shall replace any dead plant material according to the approved landscape plans at his expense.

Section 11. Outside Storage. No vehicles, equipment, materials, supplies, or products shall be stored or permitted to remain on any parcel outside a building unless such storage is suitably shielded from public view by appropriate landscaping, earthen berms, or other screening compatible with the design of the Industrial Park. In the case of a determination of adherence to this provision, the sole right of decision is retained by Declarant.

ARTICLE III Signage

Section 1. General. All signs in the Industrial Park will comply with all applicable regulations. Signs shall be designed, erected, altered, reconstructed, moved and maintained in accordance with the plans and specifications submitted by you to the Declarant. Signs advertising products or services or containing other direct sales information will not be permitted.

Section 2. Types of Signs Permitted - Identification Signs. A free-standing sign can be located in the front yard of the building to identify its owner and/or occupant. One (1) logo

emblem/graphic sign which is flush mounted to the building facade will also be allowed, contingent upon the approval of Declarant as to size, color and location.

Section 3. Restrictions. No signs or other advertising devices shall be erected, posted, painted, displayed, or otherwise made visible on any part of a building or parcel without prior approval of Declarant. Said approval will be determined after submittal to the Declarant, based on a color design layout of the proposed signage with all dimensions and shown on the building.

Section 4. Advertising. Signs on any parcel shall be limited solely to those that identify the name and type of business, or are directional.

Section 5. Ground Sign Size. No signs shall obstruct the vision of automobile traffic. The topmost point of any freestanding sign shall be no higher than four and one-half (4.5) feet above the finished parcel grade on which it stands. It shall be no longer than sixteen (16) feet in length.

Section 6. Other Media. No devices such as flashing or rotating devices are permitted. No portable signs are allowed.

Section 7. Maintenance. All permitted signs and advertising devices shall be properly maintained for the life of the property. Declarant shall have the right to require the removal of any sign not maintained to Declarant's standards.

Section 8. Mounting. No signs or advertising shall be mounted directly or painted on the exterior roof or face of any building, nor shall the topmost point of any sign be greater than twenty-four (24) feet above the average grade elevation of a parcel.

Section 9. Corporate Logo. One owner and/or occupant's corporate logo sign may be placed on the front facade of the main tenant building. Such logo may not exceed seventy-two (72) square feet. No height dimension may exceed six (6) feet.

ARTICLE IV Common Area Maintenance

Section 1. Payment of Common Area Maintenance Expenses. Upon the Commencement Date, the owner and/or occupant agrees to pay its pro-rata share of Common Area Maintenance ("CAM") expenses of the Industrial Park. CAM expenses shall be paid on a calendar year basis within thirty (30) days after the receipt of a statement from the Declarant or its designee as set forth in Section 4 herein below.

Section 2. Definitions. CAM expenses shall include, without limitations, all costs of maintaining, cleaning, and managing the Common Areas, specifically including (if any) common area landscaping and grounds keeping, maintenance of walking trails, maintenance and upkeep on front entry signage, and common area lighting. The Common Areas include planting beds,

landscaped areas and road right-of-ways adjacent to unpurchased parcels, and do not include the public roadway.

Section 3. Calculation of CAM Expenses. An owner and/or occupant's pro-rata share of CAM expenses shall be calculated and based upon the ratio of square footage of which the owner and/or occupant's premises bears to the square footage of the net leasable/saleable premises in the Industrial Park.

Section 4. Annual Assessments. CAM expenses are annual assessments, which shall be a charge on each lot within the Industrial Park. After the expiration of a fiscal year, Declarant or its designee shall forward to the owner and/or occupant a statement showing the owner and/or occupant's share of CAM expenses. Within thirty (30) days after the date of such statement, the owner and/or occupant shall remit to Declarant or its designee payment for the assessed amount of CAM expenses billed. Any assessment that is not paid within thirty (30) days shall bear a two percent (2%) per month charge from due date until paid. All assessments, together with late charges, interest, and reasonable attorney's fees actually incurred shall be a charge on the land and shall be a continuing lien upon the lot against which each assessment is made.

Section 5. Repairs Caused by Negligence. In the event that the Common Area is in need of repair or maintenance, and this is the result of the willful or negligent act of an owner and/or occupant or their employees, guests, clients, customers or others involved in the business of the owner and/or occupant, the cost of such repair shall be added to and become a part of the assessment to which such owner and/or occupant's lot is subject.

ARTICLE V

Hold Harmless Agreement

Each owner and/or occupant agrees that it shall be held liable for all damages and injuries to any person or property resulting from the use or misuse of the Common Areas by its employees, agents or representatives. In the event of any failure to use the Common Areas in a safe and reasonable manner due to the acts or omissions of the owner and/or occupant or the owner and/or occupant's employees, agents or representatives, the owner and/or occupant agrees to and shall indemnify and hold harmless Declarant, its Board of Directors, employees, and assigns and the other owners and/or occupants from any liability, claims or expenses (including court costs and reasonable attorney's fees and mechanics and materialmen's liens) resulting therefrom.

ARTICLE VI

General Provisions

Section 1. Enforcement. Each owner and/or occupant shall comply strictly with the restrictive covenants set forth in this Declaration, as may be amended from time to time. Failure to comply with this Declaration shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Declarant or its designee, or in a proper case by

an aggrieved owner and/or occupant. Such damages shall include all reasonable attorney's fees incurred by Declarant or an aggrieved owner and/or occupant as the case may be. Failure by the Declarant to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Declarant shall have the right to record in the appropriate land records a notice of violation of this Declaration and to assess the costs of recording and removing such notice against the owner and/or occupant who is responsible for violating the foregoing.

Section 2. Durations. The provisions of this Declaration shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law; provided, however, should any provision of Alabama law now or hereafter in effect limit the period during which covenants restricting land to certain uses may run, and provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law; and such provisions shall be automatically extended for successive periods of ten (10) years or such shorter period as may be allowed by law, unless such extension is disapproved by the Declarant or its designee. Every purchaser, grantee, or lessee of any interest in any real property subject to this Declaration, by acceptance of a deed, lease, sales contract, or other conveyance therefor, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

Section 3. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with an applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable a reputable title insurance company to issue title insurance coverage with respect to a lot subject to this Declaration; or (c) for any other purpose provided, however, any such amendment shall not adversely affect title to the property of any owner without the consent of the affected owner or occupant.

Section 4. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any owner and/or occupant shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision of the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provision of this Declaration are declared to be severable.

Section 5. Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article of Section to which they refer.

Section 6. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

IN WITNESS WHEREOF, the undersigned Owners have executed this instrument under seal this the 18 day of November, 2013.

HOLLINGSWORTH, G.P.

By: 

Name: Joe A. Hollingsworth, Jr.

Title: Managing Partner

SOUTHPOINT, LP

By: 

Name: Joe A. Hollingsworth, Jr.

Title: Managing Partner

SUMMIT PROPERTIES PARTNERSHIP

By: 

Name: Joe A. Hollingsworth, Jr.

Title: Managing Partner

This instrument prepared by:
Kevin D. Heard, Esquire
HEARD ARY, LLC
303 Williams Avenue S.W., Suite 921
Huntsville, Alabama 35801
PH: (256) 535-0817

EXHIBIT "A"**Tract 1:**

Lot 1 of SouthPoint Industrial Park Phase I, as shown by the map or plat of said subdivision recorded in the Office of the Judge of Probate of Limestone County, Alabama, in Plat Book G, pages 9 and 10.

Tract 2:

Lot 2 of SouthPoint Industrial Park Phase I, as shown by the map or plat of said subdivision recorded in the Office of the Judge of Probate of Limestone County, Alabama, in Plat Book G, pages 9 and 10.

Tract 3:

Lot 4 of SouthPoint Industrial Park Phase I, as shown by the map or plat of said subdivision recorded in the Office of the Judge of Probate of Limestone County, Alabama, in Plat Book G, pages 9 and 10.

Tract 4:

Lot 5 of SouthPoint Industrial Park Phase II, as shown by the map or plat of said subdivision recorded in the Office of the Judge of Probate of Limestone County, Alabama, in Plat Book H, page 164.

Tract 5:

Lot 6 of SouthPoint Industrial Park Phase II, as shown by the map or plat of said subdivision recorded in the Office of the Judge of Probate of Limestone County, Alabama, in Plat Book H, page 164.

Tract 6:

Lot 8 of SouthPoint Industrial Park Phase II, as shown by the map or plat of said subdivision recorded in the Office of the Judge of Probate of Limestone County, Alabama, in Plat Book H, page 164.

Tract 7:

Lot 9 of SouthPoint Industrial Park Phase II, as shown by the map or plat of said subdivision recorded in the Office of the Judge of Probate of Limestone County, Alabama, in Plat Book H, page 164.

Tract 8:

Lot 10 of SouthPoint Industrial Park Phase II, as shown by the map or plat of said subdivision recorded in the Office of the Judge of Probate of Limestone County, Alabama, in Plat Book H, page 164.

Tract 9:

Lot 11 of SouthPoint Industrial Park Phase II, as shown by the map or plat of said subdivision recorded in the Office of the Judge of Probate of Limestone County, Alabama, in Plat Book H, page 164.

Tract 10:

Lot 12 of SouthPoint Industrial Park Phase II, as shown by the map or plat of said subdivision recorded in the Office of the Judge of Probate of Limestone County, Alabama, in Plat Book H, page 164.

Recording Fee	34.00
TOTAL	34.00

27.00
XN 4.00
32.00

RLPY 2017 26890
Recorded In Above Book and Page
05/17/2017 10:11:23 AM
Charles C. Woodroof
Judge of Probate
Limestone County, AL

**FIRST AMENDMENT TO THE DECLARATION
OF RESTRICTIVE COVENANTS FOR
SOUTHPOINT INDUSTRIAL PARK
(a/k/a SouthPoint Business Park)**

THIS FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIVE COVENANTS FOR SOUTHPOINT INDUSTRIAL PARK (a/k/a SouthPoint Business Park) (the "**Amendment**") is entered into this 27th day of May, 2017, between Hollingsworth G.P., a Tennessee general partnership (the "**Declarant**"), Hollingsworth G.P., a Tennessee general partnership ("**HGP**"), Summit Investments VII, a Tennessee general partnership ("**SI VII**"), SouthPoint, LP, an Alabama limited partnership ("**SouthPoint**"), and Hollingsworth Investments IX, a Tennessee general partnership ("**HI IX**") (HGP, SI VII, SouthPoint, and HI IX are hereinafter referred to as the "**Parties**") under the following circumstances:

RECITALS

WHEREAS, there has previously been filed on December 2, 2013, a certain Declaration of Restrictive Covenants for SouthPoint Industrial Park (a/k/a SouthPoint Business Park) as set forth in Book RLPY 2013, Page 72576 of the Probate Court, Limestone County, Alabama (the "**Covenants**");

WHEREAS, the Covenants benefit and burden the real property more particularly described on Exhibit A of the Covenants (the "**Park**") (For convenience, a copy of the exhibit is attached hereto as Exhibit A.); and

WHEREAS, the Parties, being property owners located in the Park, and the Declarant, desire to amend the Covenants to allow as a Permitted Use for limited use of helicopters and heliports within the Park.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties and Declarant agree as follows:

WITNESSETH:

1. **ADDITION TO COVENANTS.** The Parties and Declarant hereby agree that the Covenants shall be amended to include the following as Article VII therein:

**ARTICLE VII
HELICOPTERS; HELICOPTER LANDING FACILITIES**

Section 1. Definitions.

- *Helicopter:* A type of aircraft that derives both lift and propulsion from one or more sets of horizontally revolving overhead rotors. It is capable of moving vertically and horizontally, the direction of motion being controlled by the pitch of the rotor blades.
- *Heliport limited use:* Any land area used by helicopters for landing and take-off, and includes the landing pad plus all necessary maintenance, overhaul, fueling, and service, storage, tie-down areas, hangars and open spaces necessary for the operation of a complete facility, which has been appropriately licensed and approved.

Section 2. Federal Aviation Administration Regulations. All Helicopters and Heliports must comply with all rules and regulations of the Federal Aviation Administration (“FAA”).

Section 3. Licenses Required. The use, operation and construction of all Helicopters and Heliports shall comply with all fire safety standards, FAA guidelines, and any other federal, state and local jurisdiction licensing or permit regulations relating to Helicopters and Heliports.

Section 4. Review and Approval. The construction plans for a proposed Heliport shall be presented to the Declarant for review and approval, which approval shall not be unreasonably withheld.

Section 5. Use. The Heliport may be used for emergency and private use service only and only as an accessory use to the primary use on the property. A revenue producing public Helicopter passenger service shall not be permitted.

- Additionally, the Helicopter and Heliport shall be designed, operated and maintained in such a manner as to prevent volatile levels of flammable liquids or the vapors of such liquids from entering buildings, spreading onto automobile parking areas, road and drives and from entering the drainage systems of the Park, roads or adjacent properties.
- Lighting intended to facilitate Helicopter landings shall be directed upwards, shall not shine towards any adjacent lots.
- Takeoffs/Landings are not permitted outside of the designated Heliport area.
- For a limited time during takeoff, landing and testing, Helicopters may exceed the noise values outlined in Article 8 of the Covenants.

Section 6. Storage. All Helicopters will need to be “parked” on suitable pavement or placed in the hangar portion of the building. Additionally, there shall be no loose Helicopter parts or materials left visible for more than twenty-four (24) hours.

Section 7. Insurance. Any person holding a permit for a Helicopter or Heliport shall carry or cause to be carried in full force and effect at all times insurance insuring against all liabilities, judgments, costs, damages and expenses which may accrue against or be charged to or recovered from such permit holder by reason of or on account of damage to the property of, injury to, or death of any person arising from the use and occupancy of and operations of the Helicopter or Heliport site by the said permit holder or others. This insurance shall be carried with a bona fide insurer authorized to do business in the State of Alabama. The policy or policies shall be presented to the Declarant for review and shall be kept up to date and on file for the duration of the permit. Insurance shall be in the following kinds and minimum amounts:

Comprehensive public liability insurance: \$1,000,000.00 per person. \$3,000,000.00 per accident.

Comprehensive property damage insurance: \$500,000.00 per accident.

2. **AUTHORIZATIONS.** Declarant and the Parties represent and warrant that: (a) Declarant and the Parties have taken all actions required by law, their governing documents or otherwise to authorize the execution, delivery and performance of this Amendment; and (b) this Amendment has been duly executed and delivered by a duly authorized officer of Declarant and the Parties.

3. **MISCELLANEOUS.** This Amendment shall be attached to, made a part of and wholly merged into the Covenants. The Covenants, supplemented by this Amendment, is to remain in full force and effect and is to be deemed superseded by this Amendment to the extent necessary to implement the terms of this Amendment. If there is a conflict between the terms of this Amendment and the Covenants, the terms of this Amendment shall control.

Except as specifically modified by the terms of this Amendment, all of the remaining terms and provisions of the Covenants shall remain in full force and effect and unmodified.

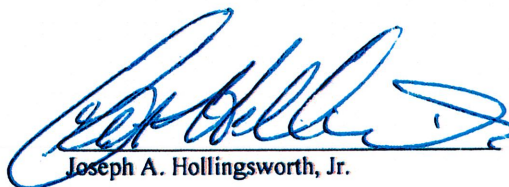
All capitalized terms contained in this Amendment that are not typically capitalized, unless and to the extent specifically defined herein, shall have the meanings assigned to such terms by the Covenants.

This Amendment may be executed in multiple counterparts and all of such counterparts together shall constitute a single enforceable agreement.

IN WITNESS WHEREOF, this Amendment has been executed effective as of the day and year first above written.

DECLARANT:

Hollingsworth G.P., a Tennessee general partnership, by its General Partner:


Joseph A. Hollingsworth, Jr.

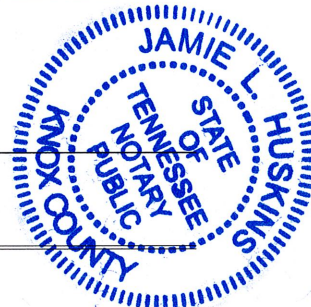
STATE OF TENNESSEE)
COUNTY OF ANDERSON)

Before me, the undersigned authority, a Notary Public in and for said county and state, personally appeared **Joseph A. Hollingsworth, Jr.**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the **General Partner** of **Hollingsworth G.P.**, a Tennessee general partnership, the within named bargainor, and that he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as officer thereof.

Witness my hand and seal, as of the 10th day of May, 2017.

My Commission Expires: 4/6/17


Notary Public

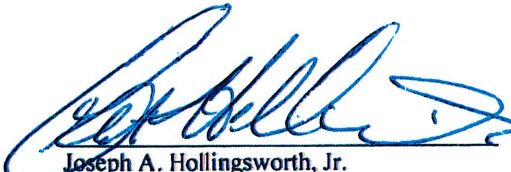


[THE PARTIES SIGNATURE PAGES
CONTINUED ON THE FOLLOWING PAGES]

**SIGNATURE PAGE TO
FIRST AMENDMENT TO THE DECLARATION OF
RESTRICTIVE COVENANTS FOR SOUTHPPOINT INDUSTRIAL PARK
(a/k/a SouthPoint Business Park)**

PARTIES:

Hollingsworth G.P., a Tennessee general partnership, by its General Partner:

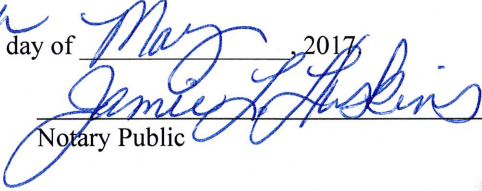

Joseph A. Hollingsworth, Jr.

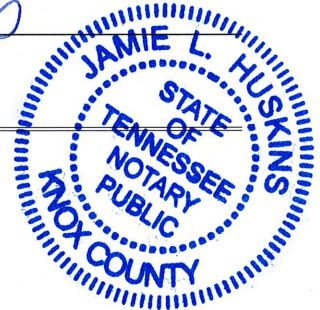
STATE OF TENNESSEE)
COUNTY OF ANDERSON)

Before me, the undersigned authority, a Notary Public in and for said county and state, personally appeared **Joseph A. Hollingsworth, Jr.**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the **General Partner** of **Hollingsworth G.P.**, a Tennessee general partnership, the within named bargainor, and that he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as officer thereof.

Witness my hand and seal, as of the 12th day of May, 2017

My Commission Expires: 6/6/17


Notary Public

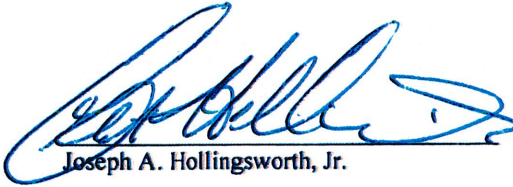


This Instrument Prepared By:
Hollingsworth G.P.
Two Centre Plaza
Clinton, TN 37716
865-457-3600

**SIGNATURE PAGE TO
FIRST AMENDMENT TO THE DECLARATION OF
RESTRICTIVE COVENANTS FOR SOUTHPOINT INDUSTRIAL PARK
(a/k/a SouthPoint Business Park)**

PARTIES:

Summit Investments VII, a Tennessee general partnership, by its Managing Partner

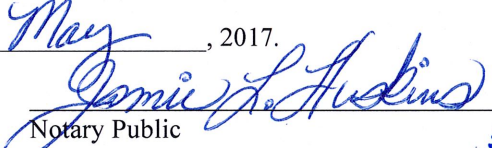

Joseph A. Hollingsworth, Jr.

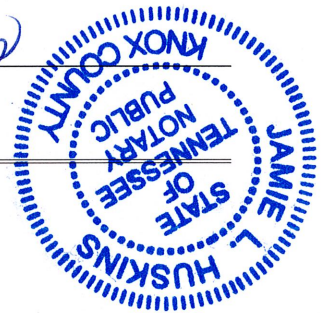
STATE OF TENNESSEE)
COUNTY OF ANDERSON)

Before me, the undersigned authority, a Notary Public in and for said county and state, personally appeared **Joseph A. Hollingsworth, Jr.**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the **Managing Partner** of **Summit Investments VII**, a Tennessee general partnership, the within named bargainor, and that he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as officer thereof.

Witness my hand and seal, as of the 12 day of May, 2017.

My Commission Expires: 6/6/17


Notary Public

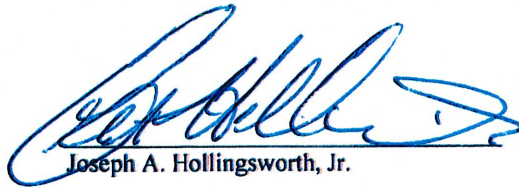


**SIGNATURE PAGE TO
FIRST AMENDMENT TO THE DECLARATION OF
RESTRICTIVE COVENANTS FOR SOUTHPPOINT INDUSTRIAL PARK
(a/k/a SouthPoint Business Park)**

PARTIES:

SouthPoint, LP

By: SouthPoint of Alabama, Inc., a Tennessee corporation, its General Partner, by its President:



Joseph A. Hollingsworth, Jr.

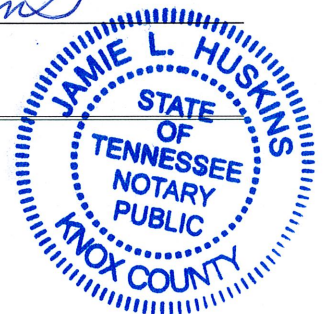
STATE OF TENNESSEE)
COUNTY OF ANDERSON)

Before me, the undersigned authority, a Notary Public in and for said county and state, personally appeared **Joseph A. Hollingsworth, Jr.**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the **President** of **SouthPoint of Alabama, Inc.**, a Tennessee corporation, the General Partner for **SouthPoint, LP**, an Alabama limited partnership, the within named bargainor, and that he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as officer thereof.

Witness my hand and seal, as of the 12th day of May, 2017.

My Commission Expires: 6/6/17

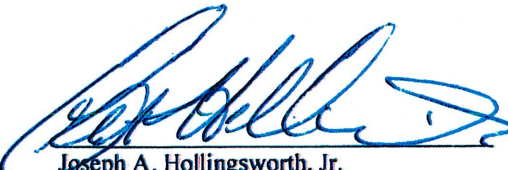

Notary Public



**SIGNATURE PAGE TO
FIRST AMENDMENT TO THE DECLARATION OF
RESTRICTIVE COVENANTS FOR SOUTHPPOINT INDUSTRIAL PARK
(a/k/a SouthPoint Business Park)**

PARTIES:

Hollingsworth Investments IX, a Tennessee
general partnership, by its Managing Partner


Joseph A. Hollingsworth, Jr.

STATE OF TENNESSEE)
COUNTY OF ANDERSON)

Before me, the undersigned authority, a Notary Public in and for said county and state, personally appeared **Joseph A. Hollingsworth, Jr.**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the **Managing Partner** of **Hollingsworth Investments IX**, a Tennessee general partnership, the within named bargainor, and that he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as officer thereof.

Witness my hand and seal, as of the 2nd day of May, 2017

My Commission Expires: 4/6/17


Notary Public

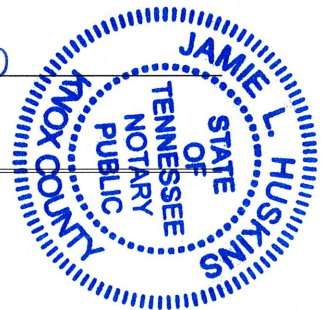


EXHIBIT A

Tract 1:

Lot 1 of SouthPoint Industrial Park Phase I, as shown by the map or plat of said subdivision recorded in the Office of the Judge of Probate of Limestone County, Alabama, in Plat Book G, pages 9 and 10.

Tract 2:

Lot 2 of SouthPoint Industrial Park Phase I, as shown by the map or plat of said subdivision recorded in the Office of the Judge of Probate of Limestone County, Alabama, in Plat Book G, pages 9 and 10.

Tract 3:

Lot 4 of SouthPoint Industrial Park Phase I, as shown by the map or plat of said subdivision recorded in the Office of the Judge of Probate of Limestone County, Alabama, in Plat Book G, pages 9 and 10.

Tract 4:

Lot 5 of SouthPoint Industrial Park Phase II, as shown by the map or plat of said subdivision recorded in the Office of the Judge of Probate of Limestone County, Alabama, in Plat Book H, page 164.

Tract 5:

Lot 6 of SouthPoint Industrial Park Phase II, as shown by the map or plat of said subdivision recorded in the Office of the Judge of Probate of Limestone County, Alabama, in Plat Book H, page 164.

Tract 6:

Lot 8 of SouthPoint Industrial Park Phase II, as shown by the map or plat of said subdivision recorded in the Office of the Judge of Probate of Limestone County, Alabama, in Plat Book H, page 164.

Tract 7:

Lot 9 of SouthPoint Industrial Park Phase II, as shown by the map or plat of said subdivision recorded in the Office of the Judge of Probate of Limestone County, Alabama, in Plat Book H, page 164.

Tract 8:

Lot 10 of SouthPoint Industrial Park Phase II, as shown by the map or plat of said subdivision recorded in the Office of the Judge of Probate of Limestone County, Alabama, in Plat Book H, page 164.

Tract 9:

Lot 11 of SouthPoint Industrial Park Phase II, as shown by the map or plat of said subdivision recorded in the Office of the Judge of Probate of Limestone County, Alabama, in Plat Book H, page 164.

Tract 10:

Lot 12 of SouthPoint Industrial Park Phase II, as shown by the map or plat of said subdivision recorded in the Office of the Judge of Probate of Limestone County, Alabama, in Plat Book H, page 164.

Recording Fee	32.00
TOTAL	32.00