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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.

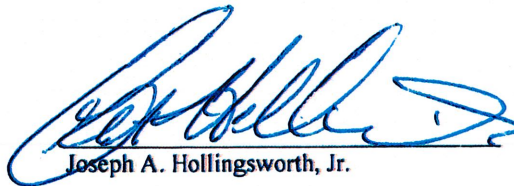
All capitalized terms contained in this Amendment that are not typically capitalized, unless and to the extent specifically defined herein, shall have the meanings assigned to such terms by the Covenants.

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:

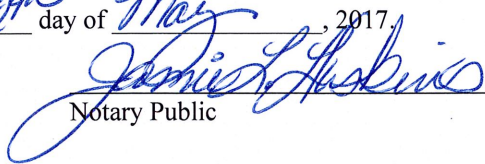
Hollingsworth G.P., a Tennessee general partnership, by its General Partner:


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 13th day of May, 2017


Notary Public

My Commission Expires: 4/6/17

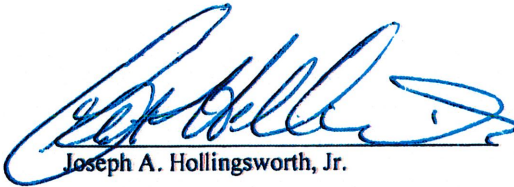


[THE PARTIES SIGNATURE PAGES
CONTINUED ON THE FOLLOWING PAGES]

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


PARTIES:

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

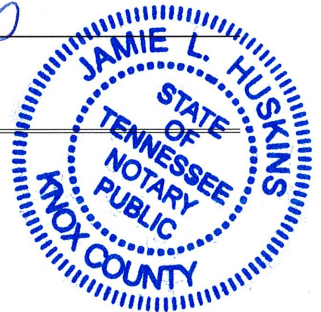

Joseph A. Hollingsworth, Jr.

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 29th day of May, 2017

Notary Public

My Commission Expires: 6/6/17

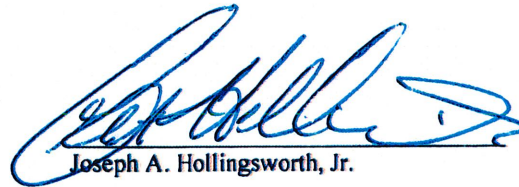


This Instrument Prepared By:
Hollingsworth G.P.
Two Centre Plaza
Clinton, TN 37716
865-457-3600

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

PARTIES:

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


Joseph A. Hollingsworth, Jr.

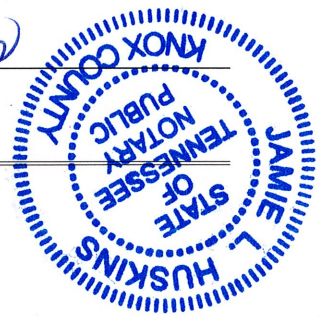
STATE OF TENNESSEE)
COUNTY OF ANDERSON)

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.


Notary Public

My Commission Expires: 6/6/17

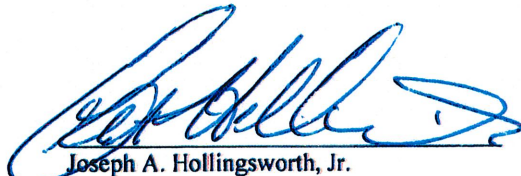


**SIGNATURE PAGE TO
FIRST AMENDMENT TO THE DECLARATION OF
RESTRICTIVE COVENANTS FOR SOUTHPPOINT INDUSTRIAL PARK
(a/k/a SouthPoint Business Park)**

PARTIES:

SouthPoint, LP

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


Joseph A. Hollingsworth, Jr.

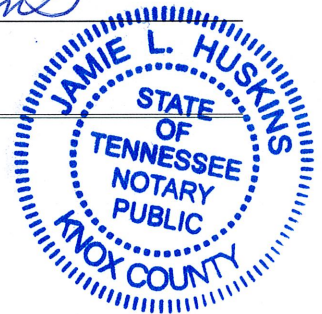
STATE OF TENNESSEE)
COUNTY OF ANDERSON)

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 bargainer, 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 27th day of May, 2017.

My Commission Expires: 6/6/17



Notary Public



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

PARTIES:

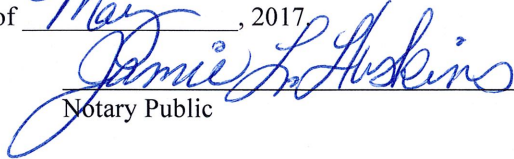
Hollingsworth Investments IX, a Tennessee general partnership, by its Managing Partner


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 bargainer, 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

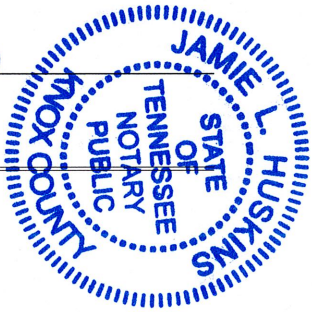


EXHIBIT A

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