

STATE OF ALABAMA)
COUNTY OF SHELBY)

FIRST RESTRICTIVE COVENANTS OF
SOUTHPOINTE RIDGE

The undersigned, being the owner of that certain real property located in Shelby County, Alabama, which is described on Exhibit A attached hereto (the "Property") hereby imposes these restrictive covenants on said Property which will become effective, valid, and in full force and effect if the current application for the zoning classification of R-1 of the City of Hoover for said Property is approved by the Hoover City Council; provided, however, said covenants shall become void and of no force and effect if, after approval of the zoning by the City of Hoover, a collateral attack contesting such rezoning is filed in any court of competent jurisdiction. Said restrictive covenants on the Property (which shall be named Southpointe Ridge following subdivision approval), are as follows:

1. No more than 45 lots will be developed on the Property.
2. The minimum square footage of houses built on the lots shall be as follows: 2,400 square feet for a one-floor residence; 2,500 square feet for a floor and one-half residence; and 2,600 square feet for a two-floor residence.
3. Access to the Property for the purpose of ingress and egress will be from an extension of Southpointe Drive only; there shall be no roadway access into the Property other than Southpointe Drive.
4. Except where the Property adjoins an existing Southpointe subdivision, there shall be a five-foot wide strip of land around the inside of the perimeter of the Property through which no ingress or egress for motorized vehicles shall be allowed except as required to construct public utility lines or

services (Utility Services); and such Utility Services will only be allowed if necessary to install such services and to maintain or repair same.

These restrictive covenants shall run with the land and be binding on the heirs, successors and assigns of the undersigned owner. A home owners association will be established and will be integrated with the Southpointe Home Owners' Association if accepted by the existing Southpointe Association.

Any resident of the subdivisions of Southpointe shall have standing to enforce these restrictive covenants along with the City of Hoover, and if any successful action is taken to enforce these covenants according to its terms, attorneys fees and costs may be assessed against any person or entity violating said restrictive covenants at the discretion of the court in which such action is taken.

IN WITNESS WHEREOF, the undersigned has caused these restrictive covenants to be duly executed this 1ST day of June, 2006.

RIVERWOODS PROPERTIES, LLC,
an Alabama limited liability company

By:
Its:

[Signature], VP of PZ, INC.
MANAGER

20060602000262100 3/4 \$20.00
Shelby Cnty Judge of Probate, AL
06/02/2006 03:35:37PM FILED/CERT

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said county in said state hereby certify that **Kendall Zettler**, whose name as Vice President of **PZ, Inc.**, an Alabama corporation, the Manager of **Riverwoods Properties, LLC**, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the contents of such instrument, he, as such officer, and with full authority, executed the same voluntarily on behalf of PZ, Inc., acting in its capacity as the Manager of Riverwoods Properties, LLC, for and as the act of said Riverwoods Properties, LLC, an Alabama limited liability company.

Given under my hand and official seal on this 1st day of June, 2006.

John F. McDaniel
Notary Public
My Commission Expires: 8/24/07

[SEAL]

20060602000262100 4/4 \$20.00
Shelby Cnty Judge of Probate, AL
06/02/2006 03:35:37PM FILED/CERT

LEGAL DESCRIPTION
SOUTHPOINTE EXTENSION

Part of the S.E. 1/4 of Section 6 and the N.E. 1/4 and the N.W. 1/4 of Section 7, both in Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of Section 6, Township 20 South, Range 3 West, said point being the Southeast corner of Lot 7, Amended Map of Southpointe Eighth Sector as recorded in Map Book 15, Page 109 in the Probate Office of Shelby County, Alabama and run in a Westerly direction along the South line of said Section 6 and the South line of Lot 7 and Lot 8 of said subdivision a distance of 400.65 feet to the Point of Beginning of the parcel herein described; thence $60^{\circ}16'40''$ to the left in a Southwesterly direction a distance of 2075.53 feet to a point; thence $39^{\circ}49'06''$ to the right in a Southwesterly direction a distance of 322.95 feet to a point; thence $3^{\circ}50'38''$ to the left in a Southwesterly direction a distance of 332.29 feet to a point; thence $20^{\circ}35'59''$ to the left in a Southwesterly direction a distance of 561.82 feet to a point; thence $81^{\circ}03'14''$ to the right in a Northwesterly direction a distance of 376.81 feet to a point; thence $81^{\circ}09'03''$ to the right in a Northeasterly direction a distance of 625.66 feet to a point; thence $2^{\circ}40'32''$ to the left in a Northeasterly direction a distance of 602.38 feet to a point; thence $9^{\circ}32'26''$ to the right in a Northwesterly direction a distance of 722.17 feet to a point; thence $9^{\circ}41'31''$ to the left in a Northeasterly direction a distance of 361.52 feet to a point; thence $9^{\circ}18'19''$ to the right in a Northeasterly direction a distance of 662.81 feet to a point, said point being the Southwest corner of Lot 18, Southpointe Sixth Sector Phase One as recorded in Map Book 14, Page 85 in the Probate Office of Shelby County, Alabama; thence $67^{\circ}42'18''$ to the right in a Southeasterly direction along the Southwesterly line of said Lot 18 a distance of 266.62 feet to the Southeast corner of said Lot 18; thence $22^{\circ}58'02''$ to the right in a Southeasterly direction a distance of 220.00 feet to a point; thence $13^{\circ}01'54''$ to the right in a Southeasterly direction a distance of 240.39 feet to a point on the South line of Section 6; thence $47^{\circ}30'36''$ to the left in an Easterly direction along the South line of said Section 6 and along the South line of Lot 8, of the aforementioned Amended Map of Southpointe Eighth Sector a distance of 269.66 feet to the Point of Beginning.

Containing 59.046 acres.