

STATE OF ALABAMA)
:
JEFFERSON COUNTY)

This instrument prepared by:
Frank C. Galloway III
Galloway & Somerville, LLC
11 Oak Street
Birmingham, AL 35213


ELECTION OF BUFFER AREA PURSUANT TO COVENANT

COMES NOW the undersigned, Providence Park Partners, LLC¹ (referred hereinafter as "Declarant") and specifies as follows:

1. Declarant has contractual rights to purchase the real property located in Shelby County, Alabama which is more particularly described on the attached Exhibit A (the "Development Property"). Declarant acknowledges that the Development Property is subject to the terms and provisions of the restrictive covenants in instrument number 2000-07407 filed in the Office of Judge of Probate of Shelby County, Alabama (the "Covenants").

2. Declarant seeks to effect the erection of an office building complex on the Development Property. The current zoning of the Development Property is the same as the zoning contemplated in the Covenants. The Development Property consists of land that is zoned CP and C-2 in the City of Hoover, Alabama. The proposed use of the Development Property for an office complex is a permitted use in ~~both~~ ^{each of} the aforesaid CP and C-2 zones. However, as Declarant seeks to improve all of the Development Property for office use, the City of Hoover is desirous of the Development Property having only one zoning. Accordingly, Declarant seeks to rezone the entire Development Property to a CP zoning so that the Development Property will have a single zoning classification. As evidenced by their signatures thereto, William Allen, and his wife, Malorie Allen,² agree that (a) the proposed rezoning of the entire Development Property to a CP zoning is not a violation of the terms and provision of the Covenants as long as the use to which such rezoned land is put is a use that would have otherwise been permissible in its prior C-2 zoning, and (b) the use and development of the Development Property as office buildings in accordance with the plan proposed by Tommy Holcomb and submitted to the City of Hoover is permissible in the prior C-2 zoning and pursuant to the Covenants.

3. Declarant and the Allens affirm the ongoing efficacy and validity of the Covenants. They affirm that nothing has occurred that alters the terms of the Covenants.


20061006000497300 1/6 \$26.00
Shelby Cnty Judge of Probate, AL
10/06/2006 02:17:44PM FILED/CERT

¹ Providence Park Partners, LLC is the contemplated developer of the Development Property as defined herein. Declarant acknowledges that it and its principals are hereby committing themselves to ~~signing all necessary documents to have~~ ^{will} the terms hereof be binding on the Development Property notwithstanding the current or future owners thereof. Declarant acknowledges that the Development Property may not be developed pursuant to the rezoning sought herein without a binding form of the terms of this instrument being recorded in the Office of the Judge of Probate of Shelby County, Alabama.

² The Allens are the owners and residents of the real property located at 114 Highgate Hill (the "Allen Property") which adjoins the Development Property and which is a parcel of land that is expressly entitled to enforce the Covenants.

*the execution of this instrument by
the actual owner of the Development
Property so

4. Pursuant to paragraph 4 of the Covenants, Declarant hereby selects Exhibit C-2 as the buffer between the Development Property and the Allen Property that shall henceforth be in full force and effect.

5. Developer agrees to survey the boundary of the buffer referred to in paragraph 4 above and to install an orange netting around the border thereof

6. The consent given hereto by the Allens is contemplated to be solely for the construction of office buildings on the Development Property as described herein. By consenting to the execution of this instrument, the Allens are in no way for themselves, their heirs and assigns waiving any term or condition of the Covenants. To the contrary, by having Declarant execute this instrument and thereby confirm formally the buffer area that shall continue along the Allen Property, they are seeking to enforce strictly their rights under the Covenants.

Done this 17th day of April, 2006.

PROVIDENCE PARK PARTNERS, LLC

BY: J-Mar Properties, LLC

BY: [Signature]
James Moncus
ITS: Member

BY: Byrom Building Corp.

BY: [Signature]
Marty Byrom
ITS: President

STATE OF ALABAMA)
:
JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Providence Park Partners, LLC by J. Mar Properties, LLC by James Moncus, its Member, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of this instrument, and with full authority as such officer, he executed the same voluntarily on the day the same bears date.

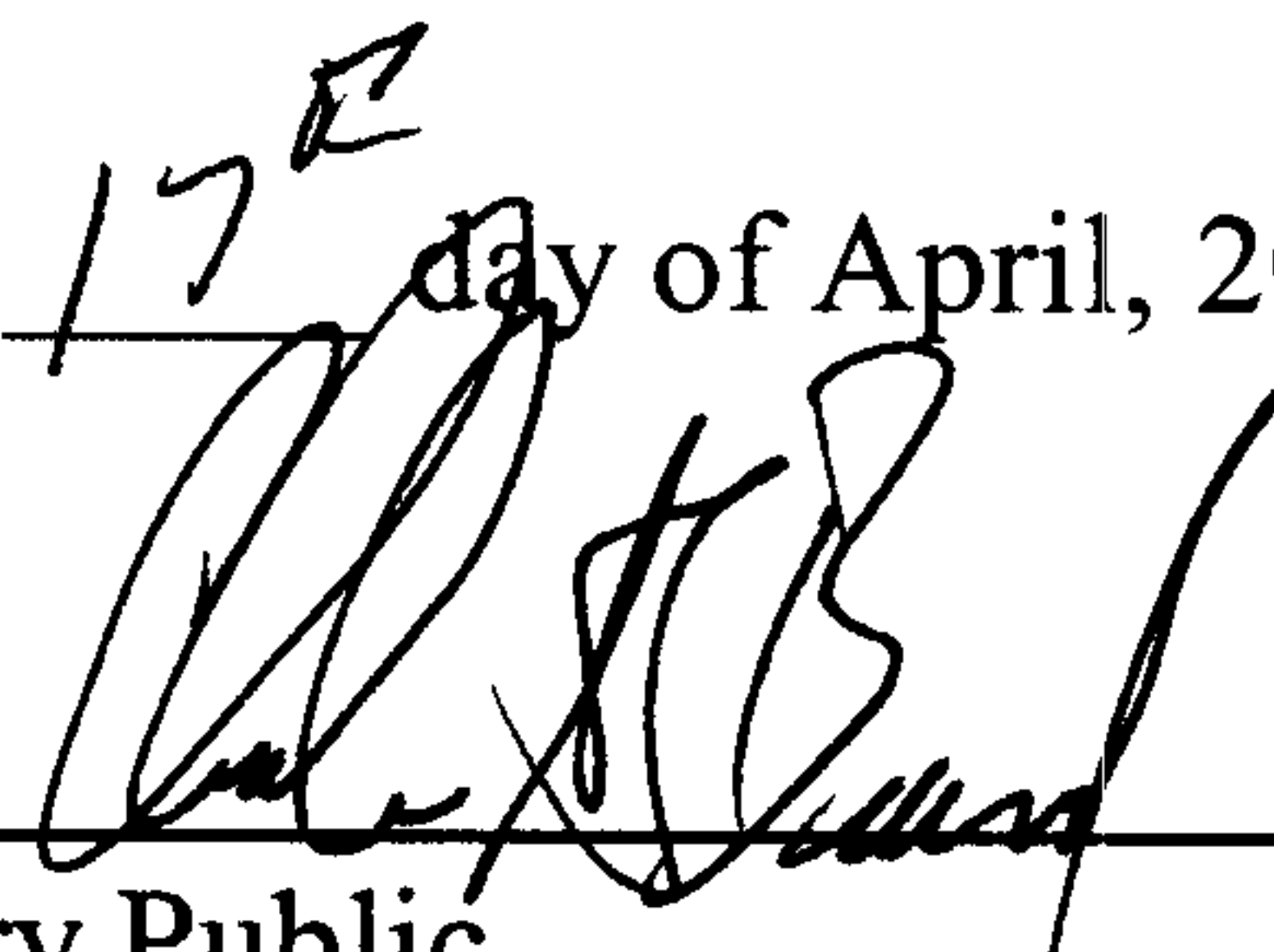
Given under my hand and official seal this 17th day of April, 2006.

[Signature]
Notary Public
My Commission Expires: Aug '07

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Providence Park Partners, LLC by Byrom Building Corp, by Marty Byrom, its Member, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of this instrument, and with full authority as such officer, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17th day of April, 2006.



Notary Public
My Commission Expires: May '07

CONSENTED TO BY:

x William E. Allen
William Allen

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that William Allen whose name is signed to the foregoing easement, and who is known to me, acknowledged before me on this day, that being informed of the contents of the declaration he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17th day of April, 2006.

F. C. Holloway
Notary Public:
My Commission Expires:

x Malorie F. Allen
Malorie Allen

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Malorie Allen whose name is signed to the foregoing easement, and who is known to me, acknowledged before me on this day, that being informed of the contents of the declaration she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17th day of April, 2006.

F. C. Holloway
Notary Public:
My Commission Expires:




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EXHIBIT A


20061006000497300 5/6 \$26.00
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Development Property

A parcel of land situated in the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of Southwest $\frac{1}{4}$ of Section 20, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows: Commence at the Southeast corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section; thence in a Westerly direction along the South line of said $\frac{1}{4}$ $\frac{1}{4}$ Section a distance of 312.00 feet to the point of beginning; thence continue Westerly along the South line of said $\frac{1}{4}$ $\frac{1}{4}$ Section a distance of 995.84 feet; thence $71^{\circ}34'22''$ right in a Northwesterly direction a distance of 243.22 feet to the said Southeasterly right-of-way line of Valleydale Road, said point being on a curve having a radius of 6287.09 feet; thence $68^{\circ}58'46''$ right to chord of said curve, in a Northeasterly direction along said Southeasterly right-of-way, and curve to the left, a distance of 197.00 feet to the end of said curve; thence $24^{\circ}01'45''$ left from chord of said curve along said right-of-way in a Northeasterly direction a distance of 199.45 feet; thence $21^{\circ}54'10''$ right in a Northeasterly direction along with Southeasterly right-of-way line of said road, a distance of 241.76 feet; thence $88^{\circ}29'$ right, in a Southeasterly direction a distance of 952.27 feet to the South line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section and being the point of beginning; being situated in Shelby County, Alabama.



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CONSENT

Providence Park Partners II, L.L.C., an Alabama limited liability company, hereby consents to and joins in the execution of the foregoing Election of Buffer Area Pursuant to Covenant, as provided pursuant to the terms and provisions thereof. Providence Park Partners II, L.L.C. is the current owner of the Development Property, as identified in said Election of Buffer Area Pursuant to Covenant.

Dated this 14th day of September, 2006.

PROVIDENCE PARK PARTNERS II, L.L.C.

By: J-MAR PROPERTIES, L.L.C.
Its Member

By: James R. Moncus, Jr.
James R. Moncus, Jr.
Its Member

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that James R. Moncus, Jr., whose name as Member of J-Mar Properties, L.L.C., an Alabama limited liability company, as Member of Providence Park Partners II, L.L.C., 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 said instrument, he, as such Member and with full authority, executed the same voluntarily for and as the act of said company, acting in its capacity as Member as aforesaid.

Given under my hand and official seal this 14th day of Sept., 2006.

Shelby F. Hunt
Notary Public

[NOTARIAL SEAL]

My commission expires: March 13, 2010

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 13, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS