


STATE OF ALABAMA)
)
SHELBY COUNTY)


20070420000184560 1/2 \$14.00
Shelby Cnty Judge of Probate, AL
04/20/2007 02:41:04PM FILED/CERT

SOUTH POINTE

**FIRST AMENDMENT TO
FIRST RESTRICTIVE COVENANTS OF SOUTHPOINTE RIDGE**

This **FIRST AMENDMENT TO FIRST RESTRICTIVE COVENANTS OF SOUTHPOINTE RIDGE** (this "Amendment") is made and entered into as of this 20th day of April, 2007 by NSH Corp. an Alabama Corporation., ("Declarant").

RECITALS:

Developer has heretofore caused certain real property to be submitted to the terms and provisions of the First Restrictive Covenants of Southpointe Ridge dated June 1, 2006 (the "Restrictive Covenants") which has been recorded in the Office of Judge of Probate, Shelby County, Alabama instrument no 20060602000262100.

Pursuant to the Restrictive Covenants, Declarant desires to amend the Restrictive Covenants to add:

**R-1 Zoning and Southpointe Drive Extension
(Revised September 14, 20006)**

1. A maximum of 45 lots may be developed on the subject property.
2. The minimum square footage of dwellings on the subject property shall be as follows:
 - a. 2400 square feet for dwellings with one floor.
 - b. 2500 square feet for dwellings with a floor and one half.
 - c. 2600 square feet for dwellings with two floors.
3. Ingress and egress to the subject property shall be limited to Southpointe Drive.
4. Prior to preliminary plat approval, the applicant shall post a bond in an amount determined by the City Engineer to be sufficient to repair damage to the public streets in Southpointe attributed to construction traffic or the subject property.
5. There shall be no common area entrance or sign on the subject property except temporary directional signage during construction.
6. Streetlights consistent with those existing in Southpointe will be extended into the subject property at the approximate same interval.
7. All utilities shall be installed underground.
8. There shall be no front entry garages that face the street.

9. Dwellings constructed on the subject property shall count toward the overall dwelling unit cap for the Zettler Property in Hoover.
10. The owner shall execute and record covenants that stipulate the foregoing requirements prior to land disturbance on the subject property.
11. A speed limit of 15 mph shall be enforced on all truck traffic in the Southpointe subdivision from the first date of land disturbance on the subject property until the last certificate of occupancy is issued for subject property.

In any event of any conflicts within the terms and provisions of this Amendment and the terms and provisions of The First Restrictive Covenants of Southpointe Ridge instrument no. 20060602000262100 recorded in the Judge of Probate, Shelby County, Alabama, then the terms of the Amendment shall at all times control.

IN WITNESS WHEREOF, the Declarant has executed this Amendment this 20th day of April, 2007.

DECLARANT:

NSH Corp

an Alabama Corporation

By: J M Belcher

Its: President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, J M Belcher, a Notary Public, in and for said County in said State, hereby certify that Jonathan M Belcher whose name as President of CAHABA BEACH INVESTMENTS, 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 the instrument, this as such President 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 the 20th day of April, 2007.

[NOTARIAL SEAL]

J M Belcher
Notary Public

My Commission Expires: 7/5/2010