

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

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03/30/2022 10:13:53 AM
RESTCOVNAMEN 1/6

**SEVENTH AMENDMENT TO AMENDED AND RESTATED DECLARATION
OF PROTECTIVE COVENANTS OF HILLSBORO**

THIS SEVENTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS OF HILLSBORO (this “Seventh Amendment”) is made and entered into as of the 29th day of March, 2022 by **UNITED STATES STEEL CORPORATION**, a Delaware corporation (“Developer”), and **NEWCASTLE DEVELOPMENT, LLC**, an Alabama limited liability company (“Newcastle”).

R E C I T A L S:

Developer has heretofore executed an Amended and Restated Declaration of Protective Covenants of Hillsboro dated as of September 4, 2014 which has been recorded as Instrument No. 20140908000281620 in the Office of the Judge of Probate of Shelby County, Alabama, as amended by First Amendment thereto dated June 27, 2018 and recorded as Instrument No. 20180629000233800 in the aforesaid Probate Office, as further amended by Second Amendment thereto dated August 18, 2020 (the “Second Amendment”) and recorded as Instrument No. 20200819000361150 in the aforesaid Probate Office, as further amended by Third Amendment thereto dated September 21, 2020 and recorded as Instrument No. 20200924000428490 in the aforesaid Probate Office, as further amended by Fourth Amendment thereto dated April 26, 2021 and recorded as Instrument 20210513000238010 in the aforesaid Probate Office, as further amended by Fifth Amendment thereto dated August 26, 2021 and recorded as Instrument 20210826000417380 in the aforesaid Probate Office, and as further amended by Sixth Amendment thereto dated March 29, 2022 and recorded as Instrument 20220329000127810 in the aforesaid Probate Office (as so amended and as may be further amended from time to time, collectively, the “Declaration”). *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

Pursuant to the terms of the Second Amendment, Developer submitted certain Additional Property to the terms and provisions of the Declaration immediately prior to conveying the same to Newcastle.

Developer and Newcastle have determined that the legal description of the Additional Property described in the Second Amendment was in error and desire to correct said error by execution of this Sixth Amendment.

Newcastle is the owner of that certain real property (the “LPS Property”) situated in Shelby County, Alabama, which is more particularly described in **Exhibit A** attached hereto and incorporated herein by reference.

The LPS Property shall be served by low pressure sewer which will require maintenance services by the Association and will result in special assessments against the LPS Property. Accordingly, pursuant to Sections 15.8 and 16.1(a) of the Declaration, Developer, joined by Newcastle, desire to amend the Declaration to add the LPS Property to the terms and provisions of the Declaration and designate the LPS Property as “Applicable Property” as defined in the Second Amendment, and otherwise submit the LPS Property to all the terms and provisions of Article XVI of the Declaration.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and Newcastle do hereby agree as follows:

1. **Additional Property.** Pursuant to the terms and provisions of Section 14.1 of the Declaration, Developer and Newcastle do hereby declare that the LPS Property described in **Exhibit A** hereto shall be and is hereby submitted to all of the terms and provisions of the Declaration and that the LPS Property shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to all of the easements, covenants, conditions, restrictions, assessments, charges, liens and regulations set forth in the Declaration which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in any portion of the LPS Property and their respective heirs, executors, administrators, personal representatives, successors and assigns. From and after the date hereof, all references in the Declaration to the Property shall mean and include the LPS Property described in **Exhibit A** hereto and all other Additional Property as well as the Property described in the Declaration.

2. **Declaration of Applicable Property.** Pursuant to the terms and provisions of Section 16.1(a) of the Declaration, Developer and Newcastle do hereby declare that the LPS Property described in **Exhibit A** hereto (a) shall be and hereby is deemed to be Applicable Property and is hereby submitted to all of the terms and provisions of Article XVI of the Declaration and (b) shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to all the easements, covenants, conditions, restrictions, assessments, charges, liens and regulations set forth in Article XVI of the Declaration, which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in any portion of the LPS Property and their respective heirs, executors, administrators, personal representatives, successors and assigns. From and after the date hereof, all references in the Declaration to the Applicable Property shall mean and include the LPS Property described in **Exhibit A** hereto and any other Applicable Property designated from time to time by amendment to the Declaration.

3. **Amendment to Second Amendment.** As a result of the amendments set forth in this Sixth Amendment, the Second Amendment is hereby amended by replacing the legal description of the "Additional Property" described in Exhibit A-2 of the Second Amendment with the legal description of the LPS Property described in **Exhibit A** to this Sixth Amendment.

4. **Full Force and Effect.** Except as expressly modified and amended herein, all the terms and provisions of the Declaration shall remain in full force and effect and are hereby ratified, confirmed and approved by the parties hereto.

[Signature pages follow]

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IN WITNESS WHEREOF, Developer and Newcastle have caused this Seventh Amendment to be executed as of the day and year first above written.

DEVELOPER:

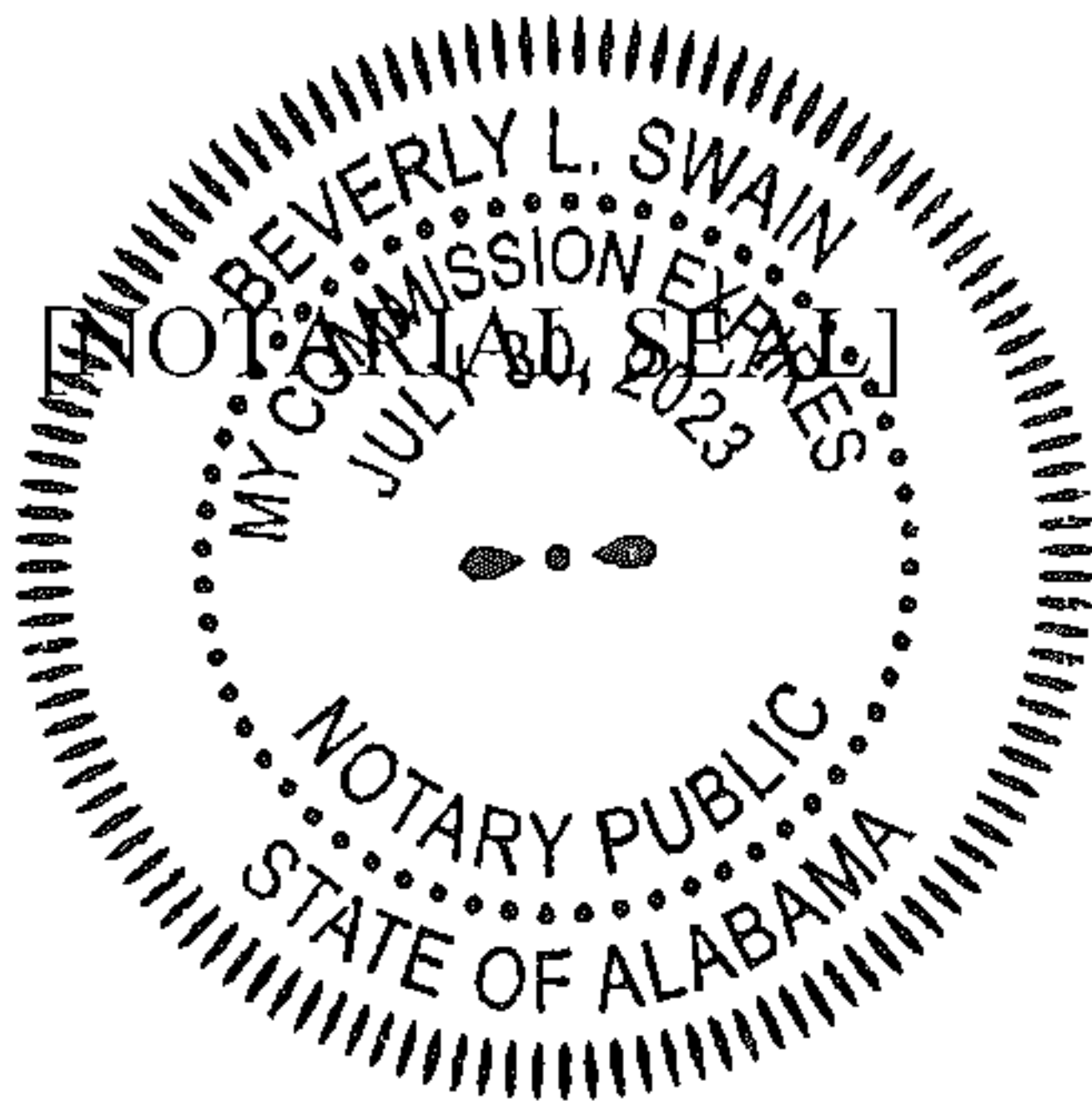
UNITED STATES STEEL CORPORATION, a
Delaware corporation

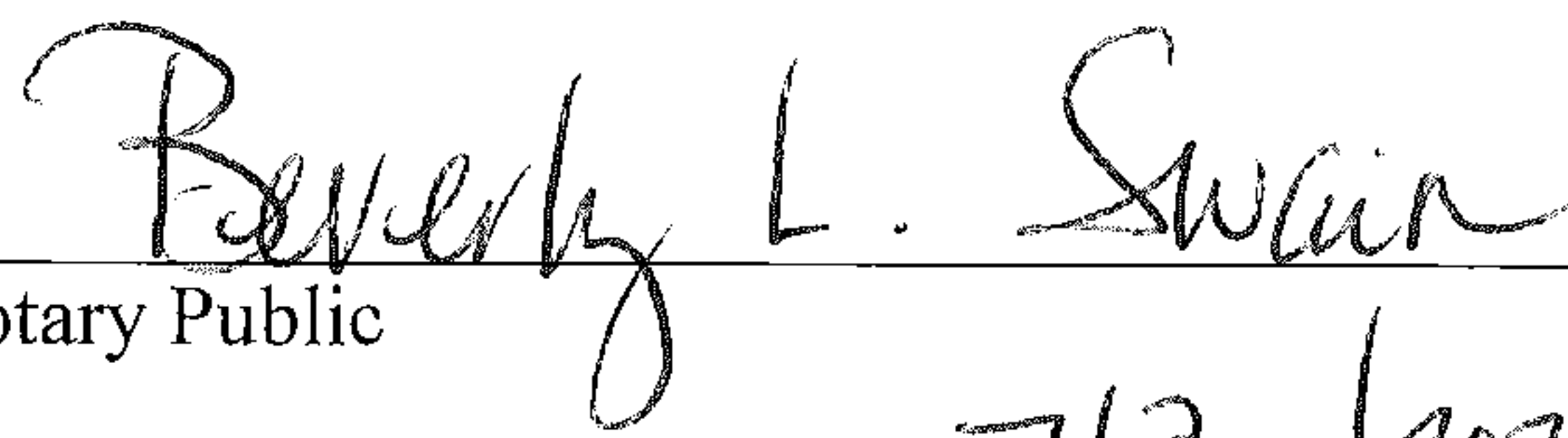
By: 
Jammie P Cowden
Title: Director-Real Estate

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jammie P Cowden, whose name as Director-Real Estate of **United States Steel Corporation**, a Delaware corporation, 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, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office, this the 29 day of March, 2022.





Notary Public
My Commission Expires: 7/30/2023

[Signature Page Follows]

NEWCASTLE:

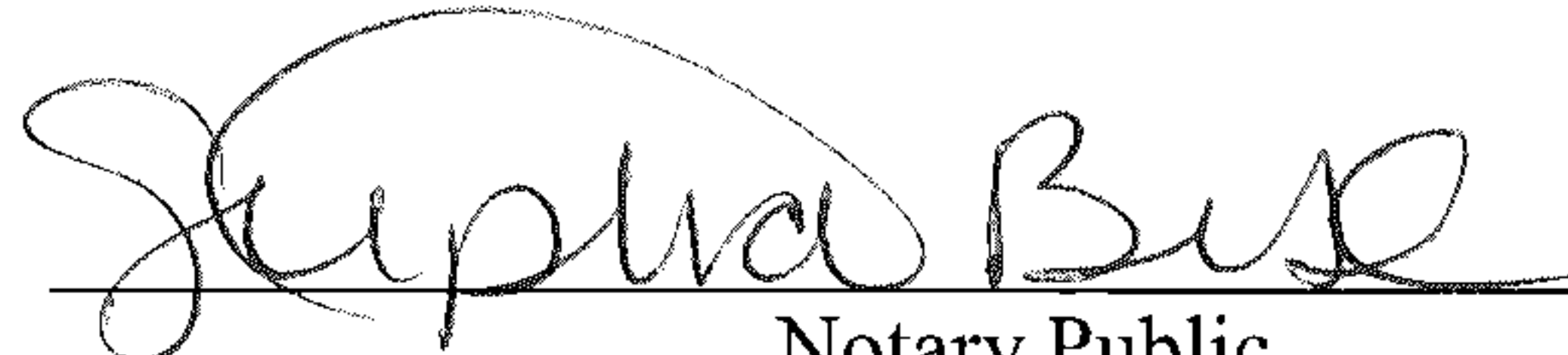
NEWCASTLE DEVELOPMENT, LLC, an Alabama limited liability company

By: 
Printed Name: Robin Trimm
Title: CFO

STATE OF ALABAMA)
:
Shelby COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Robin Trimm, whose name as CFO of **NEWCASTLE DEVELOPMENT, 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 said instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 24th day of March, 2022.


Notary Public

[NOTARIAL SEAL]

My commission expires:



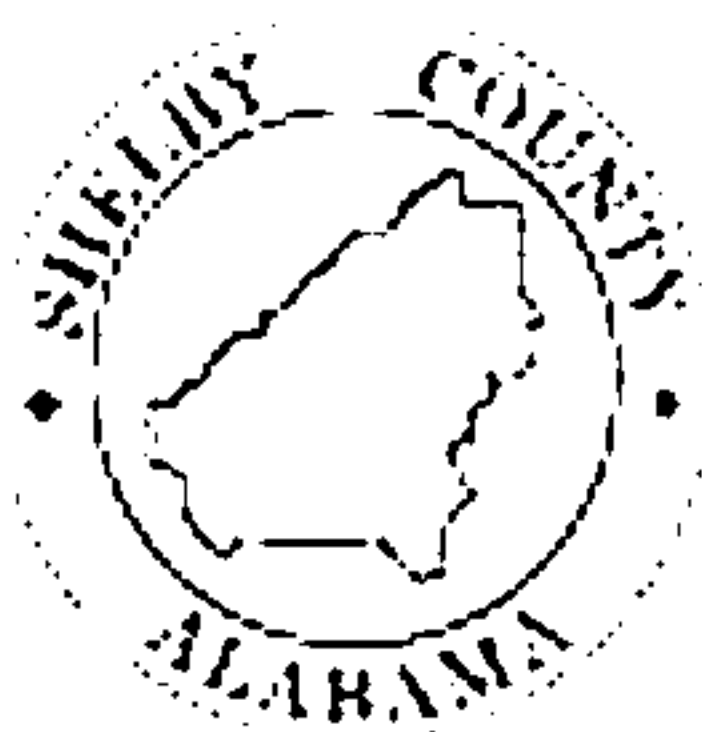
This instrument prepared by and upon recording should be returned to:

Stephen R. Monk, Esq.
Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, AL 35203

EXHIBIT A**Legal Description of LPS Property**

Commence at a 3" capped pipe in place being the Southeast corner of the Southeast one-fourth of the Southwest one-fourth of Section 28, Township 20 South, Range 3 West, Shelby County, Alabama; said point being the point of beginning. From this beginning point proceed North 88° 19' 53" West along the South boundary of said quarter-quarter section for a distance of 1322.58 feet to a 1" crimp top pipe in place, said point being the Southwest corner of said quarter-quarter section; thence proceed North 00° 45' 04" East along the West boundary of the Southeast one-fourth of the Southwest one-fourth and along the West boundary of the Northeast one-fourth of the Southwest one-fourth for a distance of 1628.11 feet; thence proceed North 18° 16' 03" East for a distance of 935.50 feet; thence proceed North 34° 31' 03" East for a distance of 546.06 feet (set ½" rebar CA-0114-LS); thence proceed North 34° 31' 03" East for a distance of 308.73 feet (set ½" rebar CA-0114-LS); thence proceed North 33° 14' 20" West for a distance of 479.09 feet (set ½" rebar CA-0114-LS); thence proceed North 21° 21' 40" East for a distance of 443.02 feet (set ½" rebar CA-0114-LS) to a point on the Southerly right-of-way of Hillsboro Parkway; thence proceed South 77° 24' 09" East along the Southerly right-of-way of said road for a distance of 59.65 feet (set ½" rebar CA-0114-LS); thence proceed South 80° 52' 37" East along the Southerly right-of-way of said road for a distance of 93.57 feet (set ½" rebar CA-0114-LS); thence proceed South 77° 39' 51" East along the Southerly right-of-way of said road for a distance of 85.36 feet (set ½" rebar CA-0114-LS); thence proceed South 73° 54' 51" East along the Southerly right-of-way of said road for a distance of 52.28 feet (set ½" rebar CA-0114-LS); thence proceed South 70° 42' 25" East along the Southerly right-of-way of said road for a distance of 53.39 feet (set ½" rebar CA-0114-LS); thence proceed South 67° 12' 42" East along the Southerly right-of-way of said road for a distance of 50.80 feet (set ½" rebar CA-0114-LS); thence proceed South 63° 43' 25" East along the Southerly right-of-way of said road for a distance of 36.37 feet (set ½" rebar CA-0114-LS); thence proceed South 62° 16' 30" East along the Southerly right-of-way of said road for a distance of 50.15 feet (set ½" rebar CA-0114-LS); thence proceed South 58° 49' 16" East along the Southerly right-of-way of said road for a distance of 57.05 feet (set ½" rebar CA-0114-LS); thence proceed South 55° 53' 39" East along the Southerly right-of-way of said road for a distance of 48.86 feet (set ½" rebar CA-0114-LS); thence proceed South 52° 07' 51" East along the Southerly right-of-way of said road for a distance of 88.97 feet (set ½" rebar CA-0114-LS); thence proceed South 52° 07' 51" East along the Southerly right-of-way of said road for a distance of 47.70 feet (set ½" rebar CA-0114-LS) to the P. C. of a concave curve left with an arc length of 119.44 feet and a radius of 294.22 feet; thence proceed Southeasterly along the Southerly right-of-way of said road and along the curvature of said curve for a chord bearing and distance of South 63° 45' 37" East, 118.62 feet to the P. T. of said curve (set ½" rebar CA-0114-LS); thence proceed South 28° 21' 08" West for a distance of 99.65 feet (set ½" rebar CA-0114-LS); thence proceed South 55° 35' 17" West for a distance of 73.32 feet (set ½" rebar CA-0114-LS) to a point on the East boundary of the Southeast one-fourth of the Northwest one-fourth; thence proceed South 00° 26' 49" West along the East boundary of said quarter-quarter section for a distance of 328.92 feet to a ½" capped rebar in place; thence proceed South 00° 28' 14" West along the East boundary of said quarter-quarter section for a distance of 538.90 feet (set ½" rebar CA-0114-LS); thence proceed South 00° 28' 14" West along the East boundary of said quarter-quarter section for a distance of 89.25 feet to a 3" capped pipe in place being the Southeast corner of the Southeast one-fourth of the Northwest one-fourth and also being the Northeast corner of the Northeast one-fourth of the Southwest one-fourth; thence proceed South 00° 24' 39" West along the East boundary of said Northeast one-fourth of the Southwest one-fourth for a distance of 1326.19 feet to the Northeast corner of the Southeast one-fourth of the Southwest one-fourth; thence proceed South 00° 33' 54" West along the East boundary of said quarter-quarter section for a distance of 1328.46 feet to the point of beginning.

The above described land is located in the Southeast one-fourth of the Northwest one-fourth, the Southwest one-fourth of the Northeast one-fourth, the Southeast one-fourth of the Southwest one-fourth and the Northeast one-fourth of the Southwest one-fourth of Section 28, Township 20 South, Range 3 West, Shelby County, Alabama and contains 98.57 acres.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/30/2022 10:13:53 AM
\$43.00 CHERRY
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Allen S. Bayl