

**AMENDMENT NO. 1  
TO THE  
DECLARATION OF PROTECTIVE COVENANTS  
OF HILLSBORO (RESIDENTIAL)**

**KNOW ALL MEN BY THESE PRESENTS, That:**

**WHEREAS, UNITED STATES STEEL CORPORATION**, a Delaware corporation, (referred to herein as "**DEVELOPER**") filed the Declaration of Protective Covenants of Hillsboro (the "**Restrictions**") at Instrument No. 20061121000567590, in the Office of the Probate Judge of Shelby County, Alabama; and

**WHEREAS, DEVELOPER** desires to modify the Restrictions as provided in this Amendment No. 1 for the purpose of creating additional easements with respect to certain areas of the Hillsboro Property designated as "Historical Series Lots".

**NOW, THEREFORE, DEVELOPER** does hereby proclaim, publish and declare that the said Declaration of Protective Covenants of Hillsboro (Residential) is amended as set forth herein.

**ARTICLE VIII  
EASEMENTS**

A new Section 8.3 and 8.4 are added to Article VIII of the Restrictions as follows:

**"8.3 Historical Series Lot Use Easements.** The majority of Historical Series Lots shall be developed with houses having a courtyard on one side (the "**courtyard side**") and a narrow side setback on the other side (the "**non-courtyard side**"). Further, the majority of Historical Series Lots shall be subject to a "use" easement located on the non-courtyard side of the Historical Series Lot (the "**Use Easement**"). This Use Easement shall be for the benefit of the Historical Series Lot adjoining such Use Easement (the "**Beneficiary Lot**"). A diagram reflecting typical Use Easement locations is attached to this Amendment No. 1 as **EXHIBIT A**. Unless otherwise indicated on the subdivision plat for a particular Historical Series Lot or other recorded instrument, the Use Easement shall be five (5) feet in width and shall be located on the non-courtyard side of the Historical Series Lot granting this easement (the "**Granting Lot**") and adjacent to the courtyard side of the Beneficiary Lot. The length of the Use Easement shall be determined once the house structure on the Granting Lot is completed and shall extend from the rear wall to the fence that will be located and constructed near the front wall of the house structure on the Granting Lot, exclusive of open porches or yards. It is the intent hereof that the Use Easement area shall have the appearance of being part of the yard of the Beneficiary Lot. All Historical Series Lots shall be purchased, owned and transferred subject to a contingent Use Easement, which shall arise once a house is constructed on an adjoining Beneficiary Lot with a courtyard (whether the courtyard area is finished, grassed or landscaped) that is adjacent to the non-courtyard side of a Granting Lot. The restrictions on the use of the Use Easement Area by the Granting Lot Owner (set forth below) shall be applicable both during the period when a contingent Use Easement exists, and after the Use Easement arises as set forth above.

- (a) **Allowable Uses of the Use Easement Area by the Beneficiary Lot Owner.** The Use Easement may be used by the Beneficiary Lot Owner only for minor landscaping, such as grass, flowers and small shrubs (not exceeding twenty four (24) inches in height). Any landscaping installed by the Beneficiary Lot Owner in the Use Easement shall be properly maintained by the Beneficiary Lot Owner.



(b) **Allowable Uses of the Use Easement Area by the Granting Lot Owner.** The Use Easement Area may be used by the Granting Lot Owner for:

- (i) Access by the Granting Lot Owner, his contractors, agents and employees, to the Use Easement side of the Granting Lot structure for maintenance, repair and re-construction of the Granting Lot structure.
- (ii) Access by utility company representatives for reading, maintenance, repair and replacement of any utility meters or utility lines serving the Beneficiary Lot structure and located within the Use Easement Area.
- (iii) The placement of underground utilities, and placement of Granting Lot structure footings, cornice overhangs and fireplace offsets.

(c) **Restrictions on the Use of the Use Easement Area by the Beneficiary Lot Owner.**

- (i) No permanent improvements, ponds, pools, cooking grills, lawn furniture, basketball goals or posts, or other similar or dissimilar improvements shall be placed or maintained in the Use Easement area, other than fence posts or brick/stone columns at either end of the Use Easement area as approved in writing by the ARC.
- (ii) Without the written consent of the Granting Lot Owner, which may be withheld in the sole discretion of the Granting lot Owner, and, if given, may be retracted at any time without cause, the Beneficiary Lot Owner shall not apply or cause to be applied to the Use Easement Area any pesticides, herbicides or other chemicals.
- (iii) The Beneficiary Lot Owner shall use reasonable care to avoid having irrigation or watering by the Beneficiary Lot Owner spray or pool up against the Granting Lot Structure.
- (iv) Title to the Use Easement area shall remain in the Granting Lot Owner, and the Granting Lot Owner shall have limited use of the Use Easement Area as set forth in subparagraph (b) hereof. Any use of the Use Easement area by the Beneficiary Lot Owner shall be subject to such limited use rights of the Granting Lot Owner. Without limiting the foregoing, in the event of any damage or destruction to any landscaping installed or maintained by the Beneficiary lot Owner in the Use Easement area in the reasonable exercise of the allowable use rights of the Granting Lot Owner (other than wanton acts by the Granting Lot Owner), the Beneficiary Lot Owner shall have no claim for damages against the Granting Lot Owner, its contractors, agents, employees and utility company representatives with respect to such damaged or destroyed landscaping, all of which claims are waived by the Beneficiary Lot Owner.
- (v) The use of the Use Easements by the Beneficiary Lot Owner must not result in damage or injury to the Granting Lot or the improvements thereon and must not unreasonably interfere with or interrupt the use and enjoyment of the Granting Lot. The Beneficiary Lot Owner shall, at his sole expense, promptly repair, replace or restore any and all Granting Lot improvements which may be damaged by him in the exercise of the easement rights granted. The Owner of the Granting Lot shall be held harmless by the Beneficiary Lot Owner from all loss, liability, cost or expense incurred in connection with the exercise of the Beneficiary Lot Owner's easement rights unless occasioned by the Granting Lot Owner's own negligence or intentional misconduct.



- (vi) The Beneficiary Lot Owner shall grant access to the Granting Lot Owner, his contractors, agents, employees and utility company representatives for the purposes set forth in subparagraph (b) above.
  - (vii) Once the Granting Lot structure has been completed, the Beneficiary Lot Owner may utilize the area within the defined Use Easement area as provided herein, and shall be required to construct or install appropriate fencing, landscaping, or other improvements allowed by the ARC. The Beneficiary Lot Owner shall be responsible for continued maintenance of all such improvements. Any fencing or improvements installed by the Beneficiary Lot Owner shall be "free-standing" shall not be "attached" to the Granting Lot structure.
- (d) **Restrictions on the Use of the Use Easement Area by the Granting Lot Owner.** The following restrictions shall apply to the Granting Lot structure and the use of the Use Easement by the Granting Lot Owner:
- (i) The Use Easement side of the Granting Lot structure must abut the five (5) feet setback along the property line.
  - (ii) No windows or wall openings below five (5) feet above any finished floor level shall be allowed the Use Easement side of the Granting Lot structure, and no doorways or direct access shall be provided along the length of the Use Easement.
  - (iii) It is recommended (but not required) that no exterior water faucets be installed along the Use Easement side of the Granting Lot structure, and that no dryer or stovetop vents, or utility meters be located along the length of the easement.
  - (iv) A properly sized and installed rain gutter shall be installed along the length of any roof edge of the Granting Lot structure that would shed water onto the Use Easement. The downspout discharge must be properly installed as to redirect the discharge water away from the Use Easement area.
  - (v) The Granting Lot Owner shall use reasonable care in the exercise of its rights to the Use Easement Area in subparagraph (b) above not to damage landscaping installed in such Use Easement Area by the Beneficiary Lot Owner; however, it is acknowledged that shrubs may be trimmed so as keep branches from touching the Granting Lot structure, and landscaping will inevitably be damaged during any re-painting or repairs on the side of the Granting Lot structure along the Use Easement.
  - (vi) It is strongly suggested (but not required) that the exterior wall of the Granting Lot structure abutting the Use Easement be constructed of a maintenance free material and/or finish. The Granting Lot Owner is required to maintain the structural improvements that abut the Use Easement in the same regularity and manner as all other portions of the Granting Lot improvements.
- (e) **Commencement of Use Easement.** The Beneficiary Lot Owner shall have no rights to the Use Easement until such time as the Granting Lot structure is constructed and completed. Until such time as the Granting Lot structure is completed, the length and actual location of the "front" and "rear" points of the Use Easement are unknown.



#### 8.4 Historical Series Lot Temporary Construction Easements.

- (a) **Where Use Easements Exist.** It is acknowledged that the Use Easement Area described in Section 8.3 may not be wide enough to allow safe or practical maintenance, repair or construction access to the Granting Lot structure (such as, by way of example only, the recommended set-back distance for a ladder reaching to the upper floor or roof of the Granting Lot structure may be greater than the five (5) feet width of the Use Easement). Accordingly, during any maintenance, repair or construction on the Granting Lot structure, the Owner of the Granting Lot shall have a temporary construction easement on the Beneficiary Lot in an area running parallel and adjacent to the Use Easement, and extending onto the Beneficiary Lot for a maximum of six (6) feet (or to the edge of the structure on the Beneficiary Lot with respect to those portions of the Temporary Construction Easement where less than six (6) feet exists from the edge of the Use Easement to the edge of the structure on the Beneficiary Lot). Similarly, during any maintenance, repair or construction on the Beneficiary Lot structure, the Owner of the Beneficiary Lot shall have a temporary construction easement on Use Easement Area of the Granting Lot.

**Use of Temporary Construction Easement by Granting Lot Owner.** The use of the temporary construction easement provided in this Section 8.4(a) by the Granting Lot Owner must not result in damage or injury to the Beneficiary Lot or the improvements thereon (although some damage to grass or landscaping may be inevitable) and must not unreasonably interfere with or interrupt the use and enjoyment of the Beneficiary Lot. The Granting Lot Owner shall, at his sole expense, promptly repair, replace or restore any and all Beneficiary Lot improvements and landscaping which may be damaged by him in the exercise of the Temporary Construction Easement rights granted. The Owner of the Beneficiary Lot shall be held harmless by the Granting Lot Owner from all loss, liability, cost or expense incurred in connection with the exercise of the Granting Lot Owner's Temporary Construction Easement rights unless occasioned by the Beneficiary Lot Owner's own negligence or intentional misconduct.

**Use of Temporary Construction Easement by Beneficiary Lot Owner.** The use of the temporary construction easement provided in this Section 8.4(a) by the Beneficiary Lot Owner must not result in damage or injury to the Granting Lot or the improvements thereon (although some damage to grass or landscaping may be inevitable) and must not unreasonably interfere with or interrupt the use and enjoyment of the Granting Lot. The Beneficiary Lot Owner shall, at his sole expense, promptly repair, replace or restore any and all Granting Lot improvements and landscaping which may be damaged by him in the exercise of the temporary construction easement rights granted. The Owner of the Granting Lot shall be held harmless by the Beneficiary Lot Owner from all loss, liability, cost or expense incurred in connection with the exercise of the Beneficiary Lot Owner's temporary construction easement rights unless occasioned by the Granting Lot Owner's own negligence or intentional misconduct.

- (b) **Where no Use Easements Exist.** In those cases where houses are constructed on two adjoining Historical Series Lots and the non-courtyard sides of such houses also are adjacent (and thus no Use Easement arises B the strip of land running along the non-courtyard side of each of such house being referred to as the "**Setback Area**"), then each such Historical Series Lot shall have a temporary construction easement on the Setback Area of the adjoining Historical Series Lot in an area running parallel and adjacent to the non-courtyard side of the house on such adjoining Historical Series Lot. For the purposes of this Section 8.4(b), and at any particular time, the Historical Series Lot making use of such a temporary construction easement shall also be referred to as a "Beneficiary Lot", and the Historical Series Lot then being subject to the use of a temporary construction easement by the adjoining Historical Series Lot Owner shall also be referred to as a "Granting Lot".



The use of the temporary construction easement provided in this Section 8.4(b) by a Beneficiary Lot Owner must not result in damage or injury to the Granting Lot or the improvements thereon (although some damage to grass or landscaping may be inevitable) and must not unreasonably interfere with or interrupt the use and enjoyment of the Granting Lot. The Beneficiary Lot Owner shall, at his sole expense, promptly repair, replace or restore any and all Granting Lot improvements and landscaping which may be damaged by him in the exercise of the temporary construction easement rights granted. The Owner of the Granting Lot shall be held harmless by the Beneficiary Lot Owner from all loss, liability, cost or expense incurred in connection with the exercise of the Beneficiary Lot Owner's temporary construction easement rights unless occasioned by the Granting Lot Owner's own negligence or intentional misconduct."

## **ARTICLE XVII DEFINITIONS**

A new Section 1.24 is added to Article I of the Restrictions as follows:

**"1.24 Historical Series Lot.** Any Parcel that is designated on a recorded subdivision plat of the Hillsboro Property or in a deed from the DEVELOPER as a "Historical Series Lot"." Further, the following Parcels are hereby designated as "Historical Series Lots":

Lots 279 through 292, inclusive, and Lots 311 through 314, inclusive, according to the survey of Hillsboro Subdivision - Phase I, as recorded in Map Book 37, Pages 104-A, 104-B, and 104-C, in the Probate Office of Shelby County, Alabama.

Except as set forth herein, all other terms and conditions of the Restrictions shall remain in full force and effect.

The "**Effective Date**" of this Amendment No. 1 shall be the date on which it is executed by the DEVELOPER.

(Remainder of page intentionally left blank. See following page for signatures.)

IN WITNESS WHEREOF, United States Steel Corporation, a Delaware corporation, has caused this Amendment No. 1 to the Declaration of Protective Covenants of Hillsboro (Residential) to be executed effective the 3<sup>rd</sup> day of January, 2007.

DEVELOPER:

UNITED STATES STEEL CORPORATION,

By:

Thomas G. Howard

Title: General Manager-Southeast  
USS Real Estate, a division of  
United States Steel Corporation



STATE OF ALABAMA       )  
COUNTY OF JEFFERSON   )

I, Mary Ann H. McCraw, a Notary Public in and for said County, in said State, hereby certify that Thomas G. Howard, whose name as General Manager-Southeast of USS Real Estate, a division 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 3<sup>rd</sup> day of January, 2007.

Mary Ann H. McCraw  
Notary Public

[SEAL]

My Commission Expires: 3/14/2010

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

Michael M. Partain, Esq., General Attorney  
United States Steel Corporation  
Law Department - Fairfield Office  
P. O. Box 599 - Suite 192  
Fairfield, Alabama 35064



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Shelby Cnty Judge of Probate, AL  
01/11/2007 08:34:31AM FILED/CERT

### CONSENT OF LOT OWNER

The undersigned, being the Owner of the Parcels of the Hillsboro Property described below which are being designated herein as "Historical Series Lots", hereby join into and consent to this Amendment No. 1, and agree that this Amendment No. 1 shall amend the Declaration of Protective Covenants of Hillsboro (Residential) to the same extent as if originally contained in the Restrictions.

Owner of Lots 279 through 292, inclusive, and Lots 311 through 314, inclusive, according to the survey of Hillsboro Subdivision - Phase I, as recorded in Map Book 37, Pages 104-A, 104-B, and 104-C, in the Probate Office of Shelby County, Alabama.

**MMM PROPERTIES, LLC**

By: [Signature]  
Its: MM

STATE OF ALABAMA       )  
COUNTY OF JEFFERSON    )

I, Michael M. Partain, a Notary Public in and for said County, in said State, hereby certify that Clark Parker, whose name as Managing Member of **MMM Properties, 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, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal of office this, the 4<sup>th</sup> day of January, 2007.

[Signature]  
Notary Public

[SEAL]

My Commission Expires: 2-25-2009

**EXHIBIT A**

**Diagram Reflecting Typical Use Easement Locations**

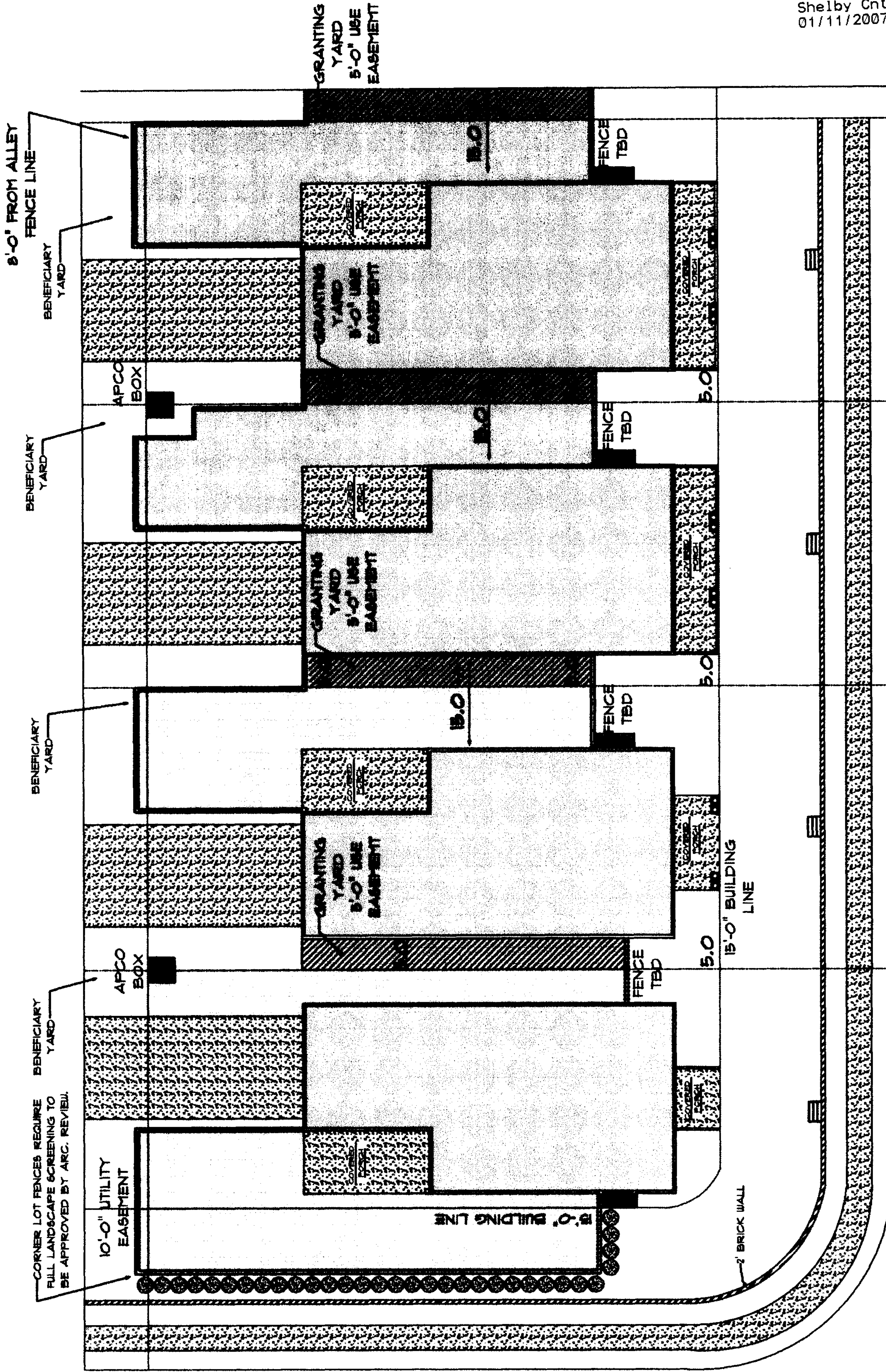
**(See attached drawing.)**



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ALLEY



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**HILLSBORO SIDE YARD  
USE EASEMENT EXAMPLE**



HILLSBORO  
A COMMUNITY DEVELOPMENT