

**AMENDMENT NO. 1
TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR APPLEFORD**
(a Hillsboro Community)

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, UNITED STATES STEEL CORPORATION, a Delaware corporation, (referred to herein as “Developer”) filed the Declaration of Covenants, Conditions, and Restrictions for Appleford at Instrument No. 20061121000567600, in the Office of the Probate Judge of Shelby County, Alabama (the “Declaration”); and

WHEREAS, pursuant to Article 7, Section 7.2 of the Declaration Developer desires to amend the Declaration as provided in this Amendment No. 1; and

WHEREAS, the Board of Directors has recommended and approved this Amendment No. 1 in accordance with Article 7, Section 7.2 of the Declaration.

NOW, THEREFORE, Developer does hereby proclaim, publish, and declare that the Declaration is amended as set forth herein.

1. Article VII, Section 7.1 of the Declaration is hereby deleted in its entirety, and the following is substituted therefor:

7.1 Term. The covenants and restrictions of this Declaration shall run with and bind all of the Submitted Property, and shall inure to the benefit of and shall be enforceable by the Club and by the owners of any portion of the Submitted Property, their respective legal representatives, heirs, successors, and assigns, until December 31, 2037, after which time they shall, subject to the provisions of applicable law, either be: (a) automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Members, has been recorded within the year preceding the beginning of any ten (10) year extension period, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein; or (b) extended as otherwise provided by law. Every Owner of or grantee of any interest (including, without limitation, a security interest) in any real property subject to this Declaration, by submitting such real property to this Declaration or accepting any conveyance of any portion of the Submitted Property, agrees that the covenants and restrictions of this Declaration may be extended and renewed as provided in this Section. The foregoing notwithstanding, so long as there is a Class "B" Member, this Declaration may be terminated upon recommendation of the Board and subsequent approval of the Class "B" Member.

2. The “Effective Date” of this Amendment No. 1 shall be the date on which it is executed by the Developer.

IN WITNESS WHEREOF, the Developer has caused this Amendment No. 1 to be executed effective the 4 day of September, 2014.

DEVELOPER:

UNITED STATES STEEL CORPORATION,

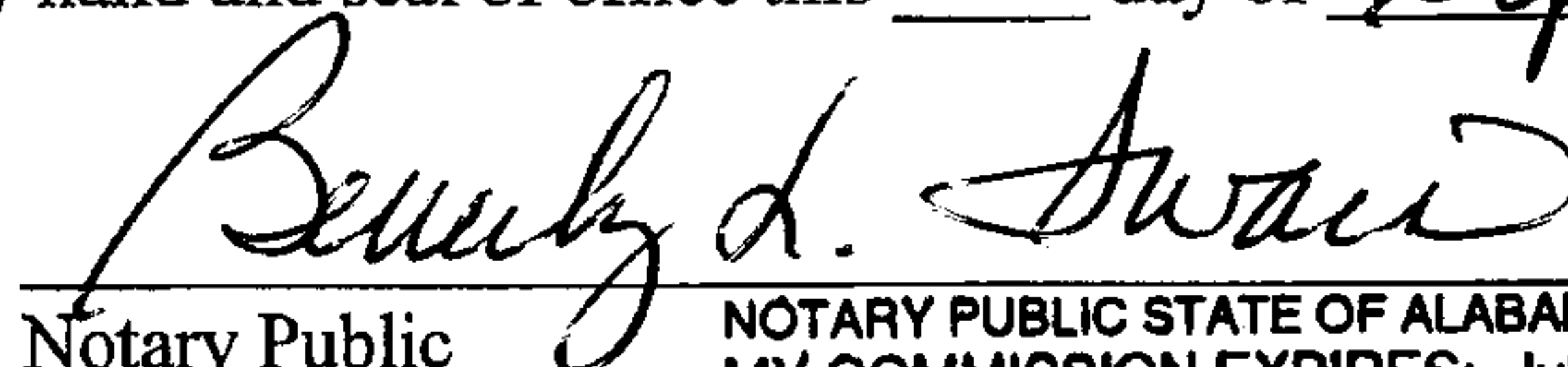
By: W. L. Silva

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

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William L. Silver, III, whose name as Director-Real Estate, 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 4 day of September, 2014.



Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 30, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS

[SEAL]

My Commission Expires: _____

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

Michael M. Partain, Esq., General Attorney
United States Steel Corporation
Law Department-Hoover Office
610 Preserve Parkway, Suite 200
Hoover, Alabama 35226