


STATE OF ALABAMA )  
COUNTY OF SHELBY )

  
20200819000361150 1/8 \$43.00  
Shelby Cnty Judge of Probate, AL  
08/19/2020 03:53:31 PM FILED/CERT

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

**THIS SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS OF HILLSBORO** (this "Second Amendment") is made and entered into as of the \_\_\_\_ day of August, 2020 by **UNITED STATES STEEL CORPORATION**, a Delaware corporation ("Developer").

**RECITALS:**

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 (the "First Amendment") and recorded as Instrument No. 20180629000233800 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.*

Developer is the owner of that certain real property (the "Additional Property") situated in Shelby County, Alabama which is more particularly described in **EXHIBIT A-2** attached hereto and incorporated herein by reference.

Pursuant to Section 14.1 of the Declaration, Developer desires to submit the Additional Property to all the terms and provisions of the Declaration.

The Additional Property, as well as other real property which may be added to the Declaration after the date hereof, will be served by low pressure sewer which will require maintenance services to be provided by the Association and will result in special assessments against all Parcels which are served by low pressure sewer.

Accordingly, pursuant to Section 15.8 of the Declaration, Developer desires to amend the Declaration to provide for low pressure sewer service to the Additional Property and any other Applicable Property, as hereinafter defined, which is hereafter added to or described in the Declaration, to establish special assessments for all costs incurred by the Association in maintaining certain equipment situated on those Parcels which are served by low pressure sewer and to create additional requirements for such Parcels with respect to the installation, maintenance and replacement of that equipment.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements hereinafter set forth 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 does hereby declare that the Additional Property described in **EXHIBIT A-2** hereto shall be and hereby is submitted to all of the terms and provisions of the Declaration and that the Additional 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 Additional 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 Additional Property described in **EXHIBIT A-2** hereto and the original Property described in the Declaration.

2. **New Article XVI.** The Declaration is amended to add the following as Article XVI to the Declaration:

**“ARTICLE XVI**

**LPS SEWER**

16.1 **Definitions.** As used in this Article XVI, in addition to the defined terms set forth in the Declaration, the following terms shall have the meanings set forth below, which meanings shall be applicable to both the singular and plural tenses of such terms:

(a) The term “Applicable Property” means any portions of the Property which are designated as “Applicable Property” by Developer (with the consent of the owner of such Property) and are made subject to the terms and provisions of this Article XVI pursuant to an amendment to this Declaration.

(b) The term “City Sewer Main” shall mean and refer to the gravity sewer main lines and force main owned and maintained by the City of Helena, Alabama and its successors and assigns (the “City”) situated within the rights-of-way of the roadways or easements within the Applicable Property.

(c) The term “LPS Lot” shall mean and refer to any Parcel within any of the Applicable Property which utilizes low pressure sewer lines and Owner LPS Equipment in order to provide sanitary sewer service to the dwelling constructed on the LPS Lot. Developer may require that any subdivision plat for any of the Applicable Property designate whether any Parcels shown on such subdivision plat are LPS Lots. Developer does hereby declare that all of the Additional Property shall be considered Applicable Property and each subdivided lot thereon will be deemed, and hereby is designated as, an LPS Lot.

(d) The term “Owner LPS Equipment” shall mean and refer to the following which the Owner of each LPS Lot shall be required to install on such Owner’s LPS Lot: a grinder pump, basin (reservoir), control panel, two valve boxes, a gravity sewer line from a point outside the dwelling on such Owner’s LPS Lot which is connected directly to the grinder pump and basin (reservoir), and a pressure sewer lateral line which connects the basin (reservoir) to a valve box within the sewer easement granted to City directly adjacent to the City Sewer Main. Attached hereto as **Exhibit C** is a drawing illustrating the Owner LPS Equipment and its connection to the City Sewer Main. The term Owner LPS Equipment shall not include the electrical wiring which shall connect the circuit breaker box inside a dwelling on an LPS Lot to the outside control panel for the Owner LPS Equipment or for electricity which will provide electrical service to the Owner LPS Equipment (“Electrical Connections”). All of the Owner LPS Equipment and the Electrical Connections shall be owned by the Owner of each LPS Lot.

(e) The term “Owner Sewer Maintenance Expenses” shall mean and refer to all costs and expenses paid or incurred by the Association in connection with the maintenance, repair and replacement of the Owner LPS Equipment situated on each LPS Lot, together with a prorata share (based on the total number of LPS Lots within the Applicable Property which have had Owner LPS Equipment installed thereon) of any expenses billed to the Association by the Sewer Service Company to monitor, inspect, repair and replace the Owner LPS Equipment situated on all LPS Lots, together with any reserves established by the Association.



(f) The term "Sewer Service Company" shall mean and refer to the person or entity engaged from time to time by the Association to install, monitor, inspect, repair and replace the Owner LPS Equipment.

## **16.2 Sewer Service for LPS Lots.**

(a) All LPS Lots must utilize Owner LPS Equipment which must be connected to the City Sewer Main in accordance with the terms and provisions of Section 16.2(b) below. The Owner LPS Equipment, once installed on an LPS Lot, will be owned by the Owner of such LPS Lot and will be maintained by the Association (or its designated Sewer Service Company) subject to the remaining terms and provisions of this Section 16.2.

(b) At the time of construction of a dwelling on an LPS Lot, the Owner of such LPS Lot shall, at the sole cost and expense of such Owner (or such Owner's contractor or builder), construct and install on such Owner's LPS Lot the Owner LPS Equipment and the Electrical Connections in accordance with the remaining terms and provisions of this Section 16.2(b). The Association's designated Sewer Service Company shall designate the types, manufacturer, size, and methods of installation of the Owner LPS Equipment and the Electrical Connections on each LPS Lot and such designated Sewer Service Company shall be the sole person who shall install the Owner LPS Equipment on each LPS Lot. The Owner LPS Equipment shall be installed in accordance with all requirements of all applicable governmental authorities, including the City. Each Owner (or such Owner's contractor or builder) shall contract directly with the Association's designated Sewer Service Company for the installation of all Owner LPS Equipment on such Owner's LPS Lot and each Owner (or such Owner's builder or contractor) shall be solely responsible for the payment of all such installation costs. Neither Developer nor the Association shall have any obligation to install any Owner LPS Equipment. Each Owner of an LPS Lot (or such Owner's builder or contractor) shall also be solely responsible, at such Owner's sole cost and expense, for (i) constructing, installing, maintaining, repairing, and replacing from time to time (1) the Electrical Connections for the operation of the Owner LPS Equipment on such Owner's LPS Lot and (2) all sanitary sewer lines and other equipment located within the dwelling on such Owner's LPS Lot, including any such lines and equipment constructed or installed within the exterior walls of such dwelling and (ii) providing at all times electrical service for the operation of the Owner LPS Equipment situated on such Owner's LPS Lot. Each Owner of an LPS Lot acknowledges and agrees that neither the Association, the Association's designated Sewer Service Company nor Developer shall have any obligation or liability of any nature to provide electrical service to the Owner's LPS Lot or to the Owner LPS Equipment situated on such Owner's LPS Lot, and each Owner of any LPS Lot, for such Owner and all Occupants of such Owner's LPS Lot, does hereby unconditionally waive, release and forever discharge the Association, its designated Sewer Service Company, Developer and the third-party engineer (the "Engineer") which has specified the minimum standards and requirements for the Owner LPS Equipment following consultation and approval of the same by the designated Sewer Service Company, from any and all actions, causes of action, claims, demands, agreements, covenants, suits, obligations, controversies, accounts, damages, costs, expenses, losses and liabilities of every kind or nature, known or unknown, suffered, paid or incurred by such Owner and any Occupants of such Owner arising out of or on account of (x) defects in the installation or any malfunction of any Electrical Connections providing electrical current to the Owner LPS Equipment situated on such Owner's LPS Lot or (y) loss of electrical service for the operation of the Owner LPS Equipment on such Owner's LPS Lot.

(c) Subject to the remaining terms and provisions of this Section 16.2, the Association shall be responsible for the routine maintenance, repair, upkeep and replacement of the Owner LPS Equipment once installed on each LPS Lot; provided, however, that the Association shall have the right, in its sole and absolute discretion, to contract with a Sewer Service Company selected by the Association to



perform all Association obligations relating to the Owner LPS Equipment. To the extent the Association enters into any such contract with a Sewer Service Company, then the Association shall provide written notice to all Owners and, following the giving of such notice, the Sewer Service Company shall assume and perform all obligations of the Association relating to all Owner LPS Equipment and the Association shall have no further obligations to maintain, repair or replace any Owner LPS Equipment.

(d) Subject to the provisions of Section 16.2(e) below, each Owner of an LPS Lot shall pay to the Association, as a special assessment, the Owner Sewer Maintenance Expenses attributable to such Owner's LPS Lot, as determined by the Association and the Sewer Service Company from time to time, which special assessment shall be paid to the Association within fourteen (14) days from the date the same is billed to such Owner and is subject to the lien and enforcement rights set forth in this Declaration if not timely paid. The Owner Sewer Maintenance Expenses are subject to change from time to time and at any time as reasonably determined by the Board, without any prior consent or approval of, or notice to, any Owners or Occupants.

(e) Notwithstanding anything provided to the contrary in this Section 16.2, to the extent any of the Owner LPS Equipment is damaged or destroyed by, or are in need of repair or replacement as result of, any of the following (collectively, the "Owner Causes/Casualty"):

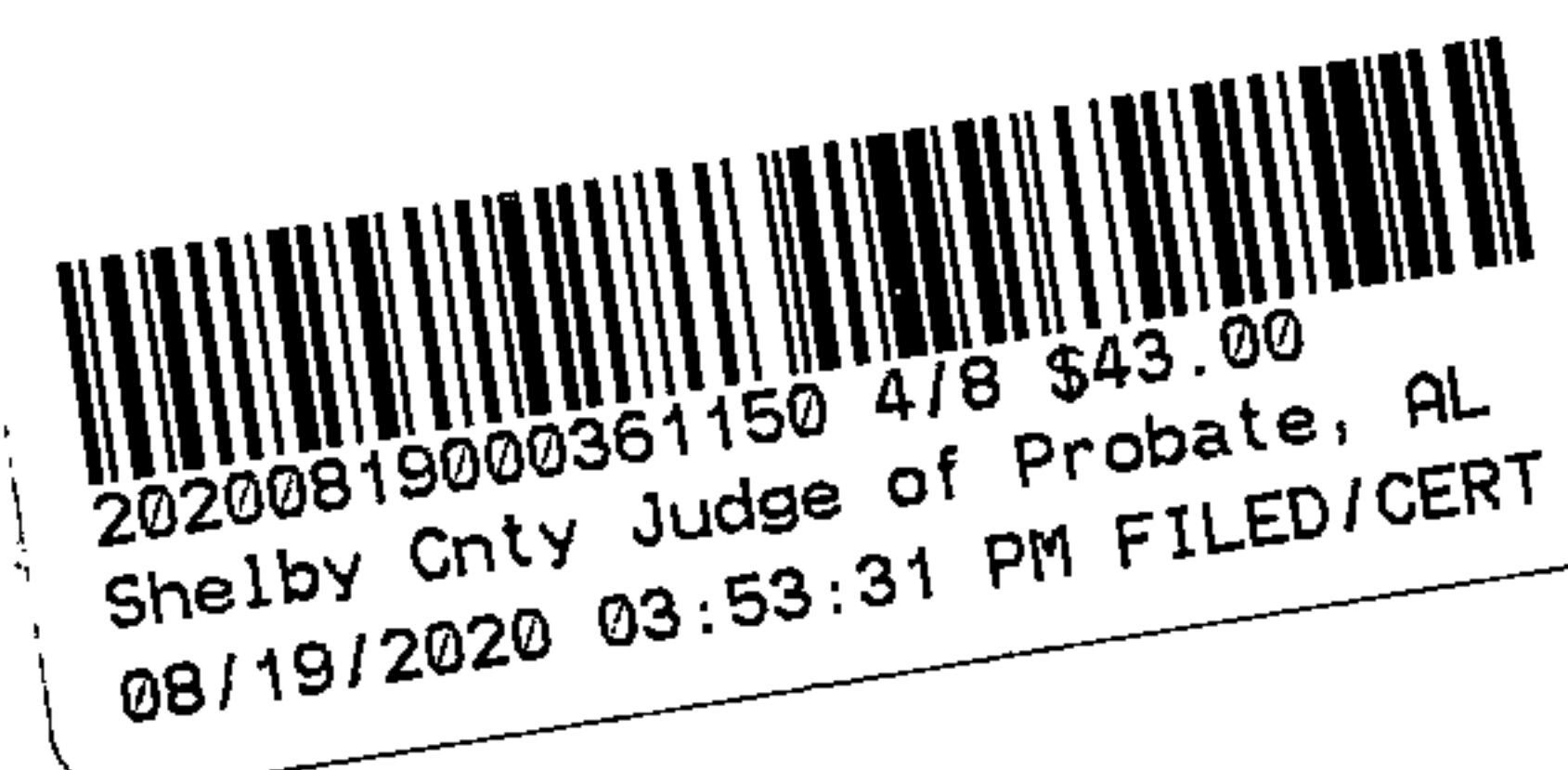
(i) Any act or omission of any Owner or Occupant or any contractors or service providers of such Owner or any Occupant (including, without limitation, any landscaping and lawn service companies engaged by the Owner or occupant of any Parcel), as determined in the sole and absolute discretion of the Association's designated Sewer Service Company;

(ii) The failure of any Owner or occupant to strictly comply with all rules and regulations established by the Association or the Sewer Service Company regarding the operation or use of the Association-Maintained Sewer Lines on such Owner's Parcel, as determined in the sole and absolute discretion of the Association's designated Sewer Service Company; or

(iii) Any fire, casualty, weather conditions, or acts of God,

then, in any of the foregoing events, the Association may, in its sole discretion, require the Owner of such LPS Lot to be solely responsible for repairing or replacing the Owner LPS Equipment on such Owner's LPS Lot in accordance with the requirements of this Article XVI. Each Owner acknowledges and agrees that such Owner is responsible for obtaining and maintaining in full force and effect at all times fire and casualty insurance coverage for such Owner's Parcel and all improvements thereto which should also include insurance coverage for damages to the Owner LPS Equipment situated on such Owner's Parcel.

(f) Developer does hereby establish and grant to the Association, the Sewer Service Company, and their respective successors and assigns, a permanent, perpetual and non-exclusive easement over, across, through, under and upon all of the LPS Lots for the purposes of inspecting, repairing and replacing from time to time the Owner LPS Equipment situated on each LPS Lot. The easement established and granted herein shall include the right to cut and remove trees, undergrowth, grass, shrubbery or other Improvements of any nature situated on any LPS Lot, to grade, excavate or fill and otherwise take any and all action reasonably necessary to provide economical and safe maintenance, repair, and replacement of any portions of the Owner LPS Equipment situated on any LPS Lot. Neither the Association nor the Sewer Service Company designated by the Association shall be obligated or required to repair or replace any trees, undergrowth, grass, shrubbery or other Improvements, including fences, of any nature damaged or destroyed as a result of the exercise of the foregoing easement rights.





(g) Each Owner of an LPS Lot, for such Owner and all occupants of such LPS Lot, covenants and agrees to promptly report to the Association (or its designated Sewer Service Company) any malfunction of, or possible repairs which may be necessary to, the Owner LPS Equipment situated on such Owner's LPS Lot.

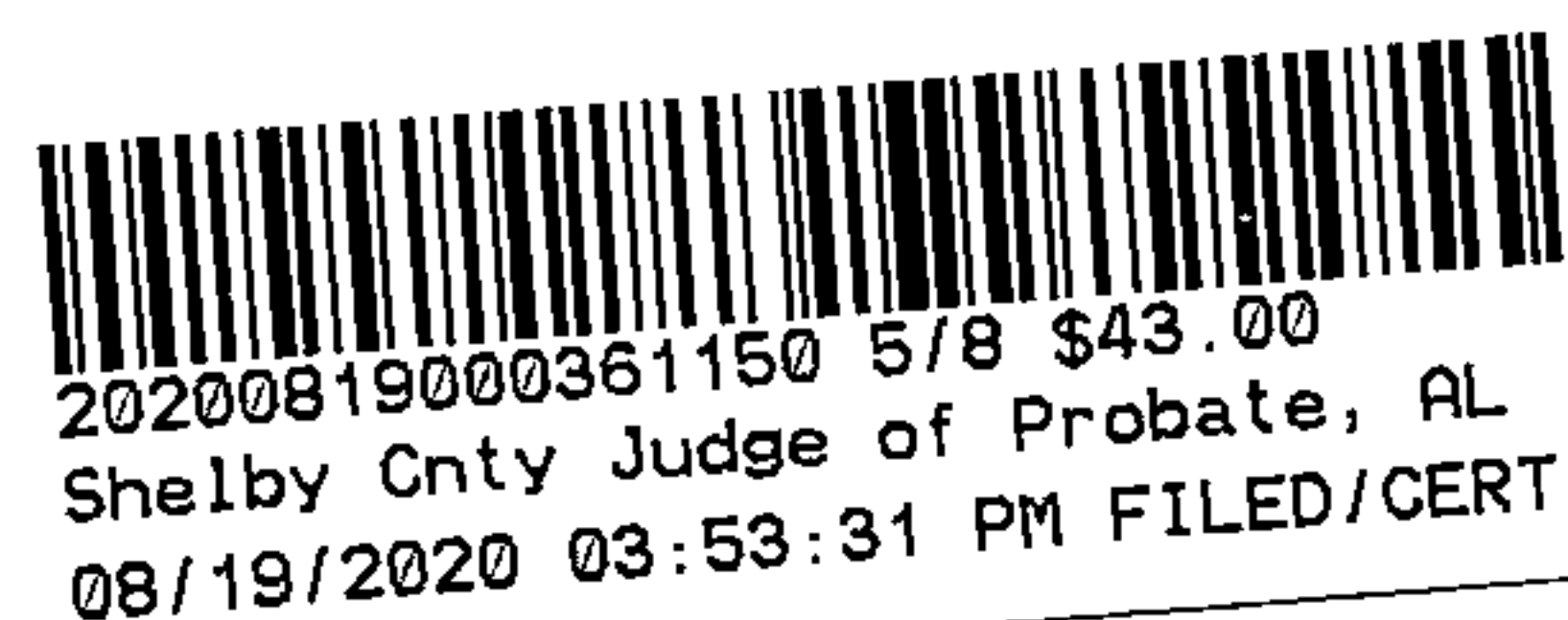
(h) Each Owner of an LPS Lot, for such Owner and any occupants of such Owner's LPS Lot, covenants and agrees to abide by and otherwise comply with any and all rules and regulations established from time to time by the Association, the Sewer Service Company, the City and all other governmental authorities in connection with the operation and use of any Owner LPS Equipment on such Owner's LPS Lot.

(i) Each Owner of any Parcel, for such Owner and any occupants of any Parcel subject to this Declaration, and their respective heirs, executors, personal representatives, administrators, successors and assigns, by acceptance of a deed to such Parcel, for themselves and their respective successors and assigns, do hereby irrevocably and unconditionally waive, release and forever discharge Developer, the Sewer Service Company, the Engineer and the Association and their respective officers, directors, shareholders, members, managers, partners, agents, employees, representatives, successors and assigns (collectively, the "Released Parties"), of and from any and all actions, causes of action, claims, demands, agreements, covenants, suits, obligations, controversies, accounts, damages, costs, expenses, losses and liabilities of every kind or nature, known or unknown, arising out of or on account of any defect in, malfunction of, or damages caused by any Owner Causes/Casualty (or the loss of electrical service to any LPS Lot or any dwellings or other improvements situated thereon).

(j) Each Owner of an LPS Lot, for such Owner and any occupants of such Owner's LPS Lot, and their respective heirs, executors, personal representatives, administrators, successors and assigns, by acceptance of a deed to such LPS Lot, for themselves and their respective successors and assigns, do hereby indemnify, defend and agree to hold the Released Parties harmless from and against any and all fines, penalties, costs and expenses, including court costs and reasonable attorneys' fees and expenses, and any and all other amounts suffered, paid or incurred by any of the Released Parties in connection with any action, suit or proceeding (including the settlement of any suit or proceeding) to which any Released Parties may be made a party by reason of (i) any acts or omissions of such Owner or any contractors or invitees of such Owner (including occupants of the dwelling on such Owner's LPS Lot), (ii) the failure of such Owner or any occupants of such Owner's LPS Lot to fully and completely abide by and comply with all rules and regulations of the Sewer Service Company regarding the use, operation, maintenance, repair and replacement of the Owner LPS Equipment or any applicable laws, ordinances, statutes, rules regulations or requirements of the City or any other governmental authorities, (3) any Owner Causes/Casualty or (4) the loss of electrical service to such Owner's LPS Lot or any dwellings or other Improvements situated thereon.

(k) Each Owner of any Parcel shall be obligated to pay all impact fees, use fees, demand charges, and all other costs and expenses charged from time to time by the City for sanitary sewer services provided to all dwellings and other improvements situated on such Owner's Parcel (collectively, the "City Charges") of based on such billing standards and criteria established from time to time by the City. Such City Charges shall not be paid by the Association."

3. **Designation of Applicable Property.** Developer, as the sole owner of the Additional Property, does hereby declare that the Additional Property shall constitute part of the Applicable Property under Article XVI of the Declaration.



4. **Full Force and Effect.** Except as specifically modified and amended herein, all of the terms and provisions of the Declaration shall remain in full force and effect.

**IN WITNESS WHEREOF**, Developer has caused this Second Amendment to be executed as of the day and year first above written.

**DEVELOPER:**

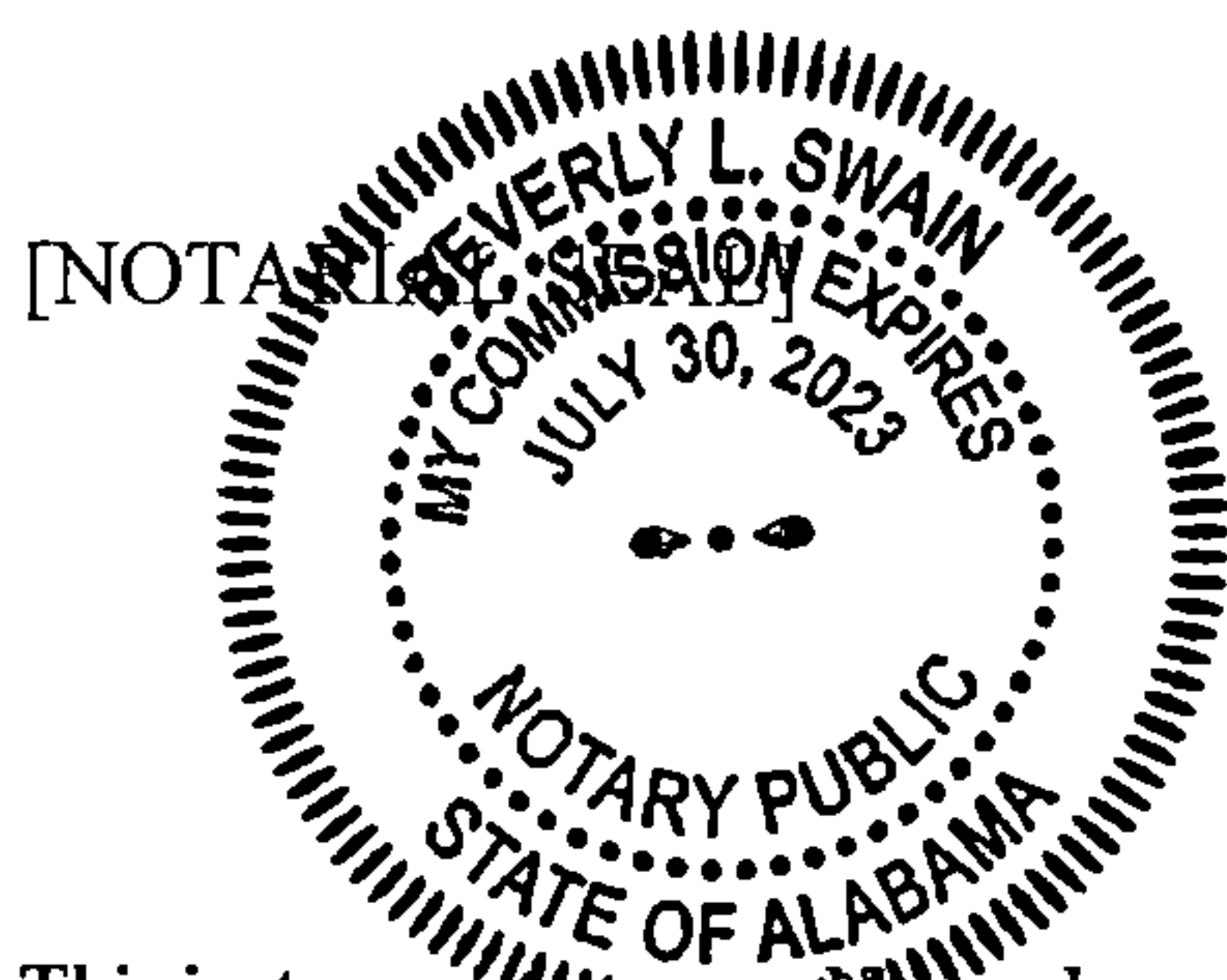
**UNITED STATES STEEL CORPORATION**, a  
Delaware corporation

By: [Signature]  
Jammie P Cowden  
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 Jammie P Cowden, 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.

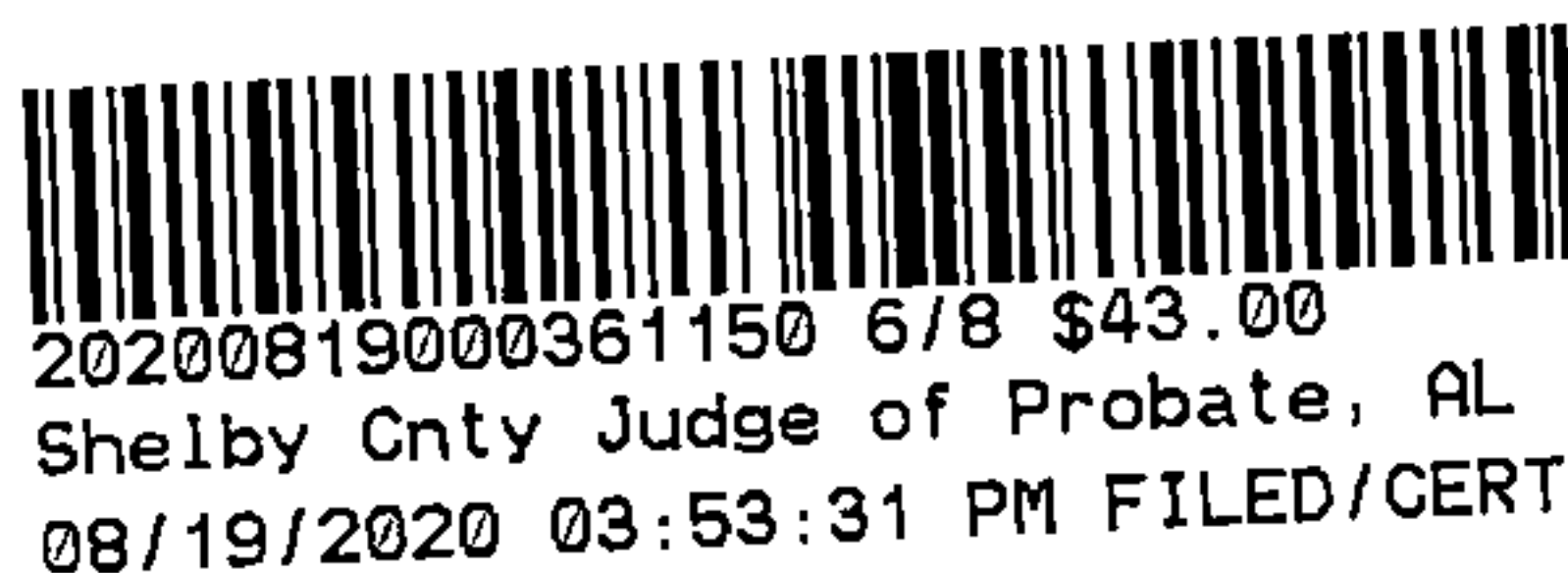
Given under my hand and seal of office, this the 18 day of August, 2020.



[Signature]  
Notary Public  
My Commission Expires: 7/30/2023

**This instrument, when ready 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



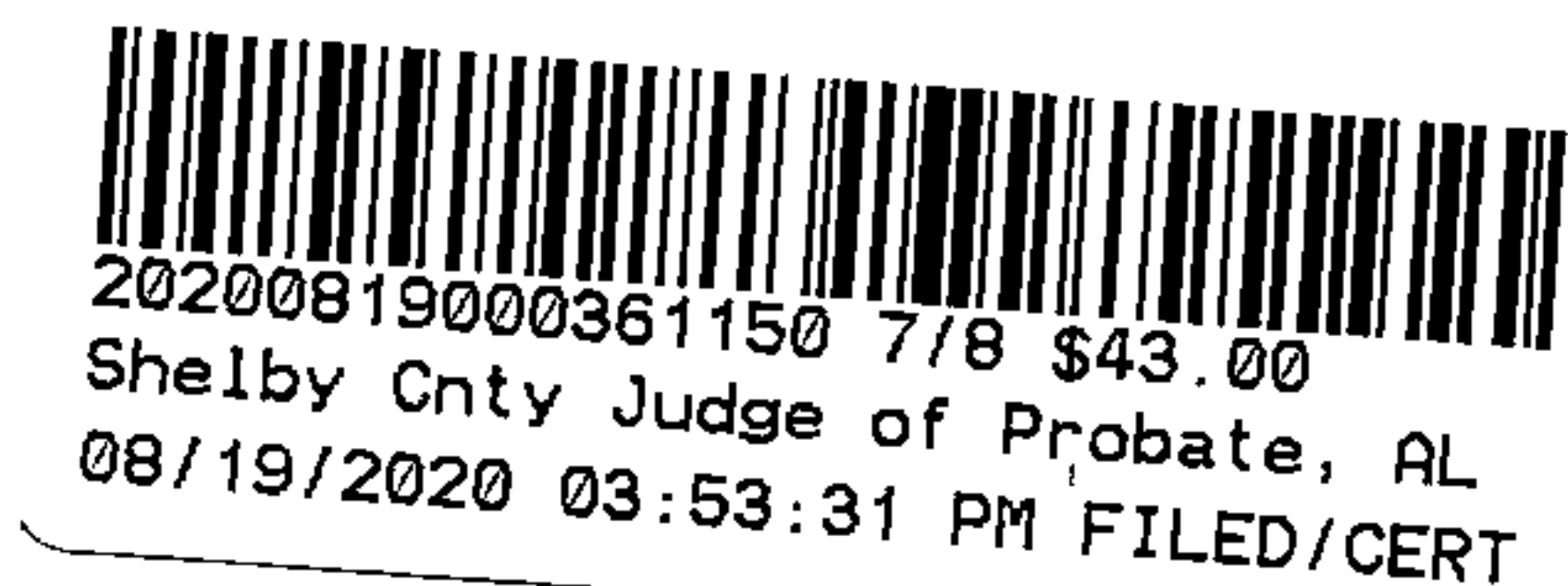


## EXHIBIT A-2

### Legal Description of Additional Property

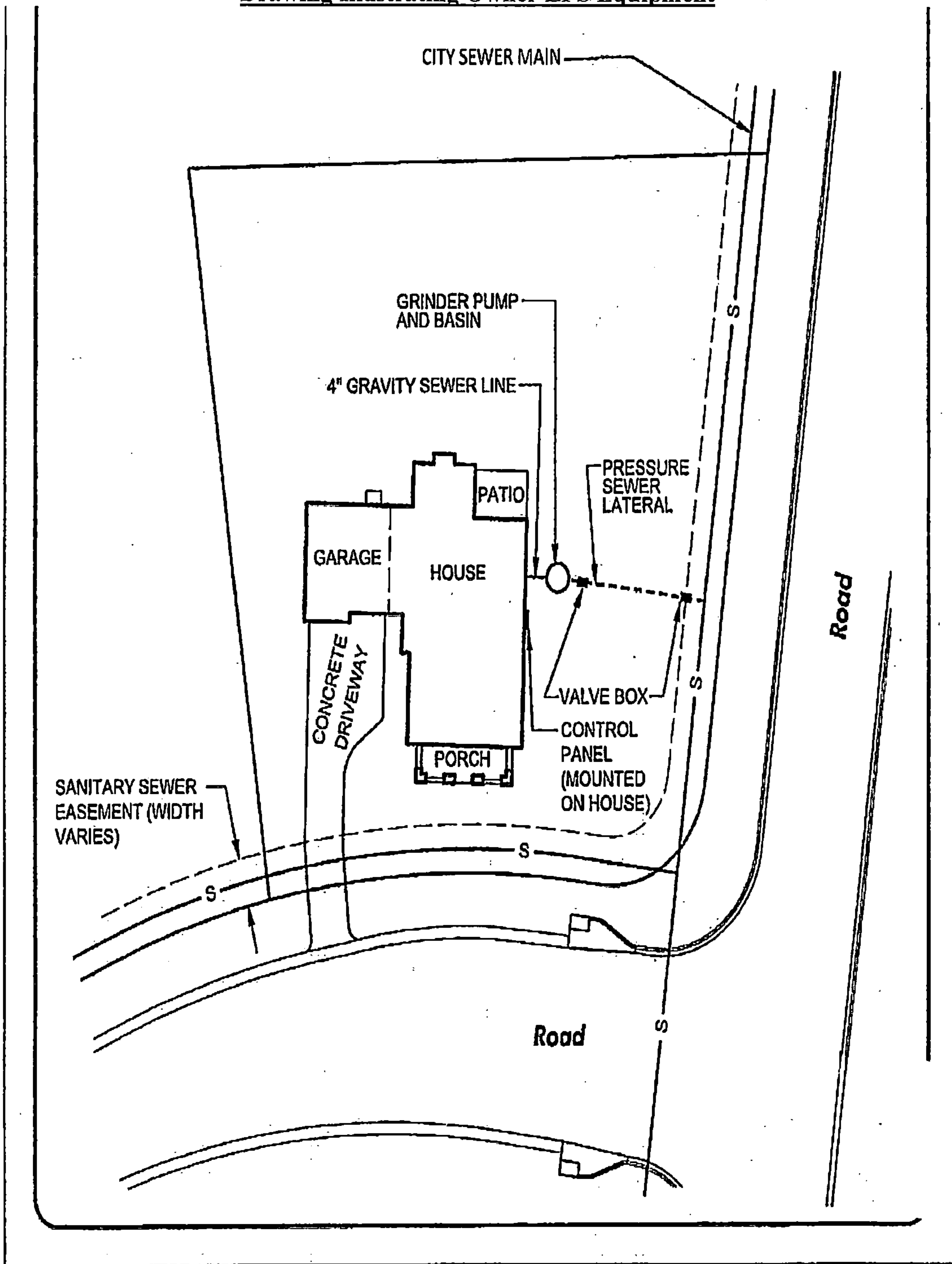
Tract of land situated in the East  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  and the East  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  in Section 28, Township 20 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows.

**BEGIN** at the Northeast corner of the Southwest  $\frac{1}{4}$  of said Section; thence run South along the East line of said  $\frac{1}{4}$  section a distance of 2652.5 feet, more or less, to the Southeast corner of said  $\frac{1}{4}$  section and also a point on the South line of said Section; thence turn an angle of  $91^{\circ} 00' 00''$  to the right in a Westerly direction along the South line of said Section a distance of 1323 feet, more or less, to the Southwest corner of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section; then turn an angle of  $90^{\circ} 00' 00''$  to the right in a Northerly direction along the West line of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the West line of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section a distance of 1627.0 feet; thence turn an angle of  $17^{\circ} 30' 00''$  to the right in a Northeasterly direction a distance of 935.5 feet; thence turn an angle of  $16^{\circ} 30' 00''$  to the right in a Northeasterly direction a distance of 213.6 feet; thence turn an angle of  $40^{\circ} 00' 00''$  to the right in a Northeasterly direction a distance of 320.0 feet; thence turn an angle of  $42^{\circ} 30' 00''$  to the left in a Northeasterly direction a distance of 100.0 feet; thence turn an angle of  $38^{\circ} 00' 00''$  to the left in a Northwesterly direction a distance of 539.0 feet; thence turn an angle of  $77^{\circ} 30' 00''$  to the left in a Westerly direction a distance 128.1 feet; thence turn an angle of  $45^{\circ} 15' 00''$  to the left in a Northwesterly direction a distance 319.3 feet; thence turn an angle of  $66^{\circ} 00' 00''$  to the right in a Northeasterly direction a distance of 417.0 feet; thence turn an angle of  $58^{\circ} 00' 00''$  to the right in a Easterly direction a distance of 372.2 feet, more or less, to the center line of a public road (Hillsboro Parkway); thence right  $40^{\circ} 00' 00''$ , more or less, in a Southeasterly direction along the center line of said road a distance 223.7 feet; thence leaving said road turn an angle of  $75^{\circ} 00' 00''$  to the right in a Southwesterly direction a distance of 177.0 feet; thence turn an angle of  $10^{\circ} 00' 00''$  to the left in a Southerly direction a distance of 203.0 feet; then turn an angle of  $10^{\circ} 00' 00''$  to the left in a Southerly direction a distance of 158.6 feet; thence turn an angle of  $93^{\circ} 00' 00''$  to the left in a Easterly direction a distance of 170.0 feet; thence right in a Southeasterly direction along a straight line to the **POINT OF BEGINNING**. Said tract containing 93.1 acres, more or less.



# EXHIBIT C

## Drawing Illustrating Owner LPS Equipment



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Shelby Cnty Judge of Probate, AL  
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