


STATE OF ALABAMA                     )  
  :  
COUNTY OF SHELBY                    )

  
20210826000417380 1/5 \$38.00  
Shelby Cnty Judge of Probate, AL  
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**FIFTH AMENDMENT TO AMENDED AND RESTATED DECLARATION  
OF PROTECTIVE COVENANTS OF HILLSBORO**

**THIS FIFTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS OF HILLSBORO** (this “Fifth Amendment”) is made and entered into as of the 26th day of August, 2021 by **UNITED STATES STEEL CORPORATION**, a Delaware corporation (“Developer”), and **GREG WOLF**, an individual (“Additional Property Owner”).

**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 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, and as further amended by Fourth Amendment thereto dated April 26, 2021 and recorded as Instrument 20210513000238010 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.*

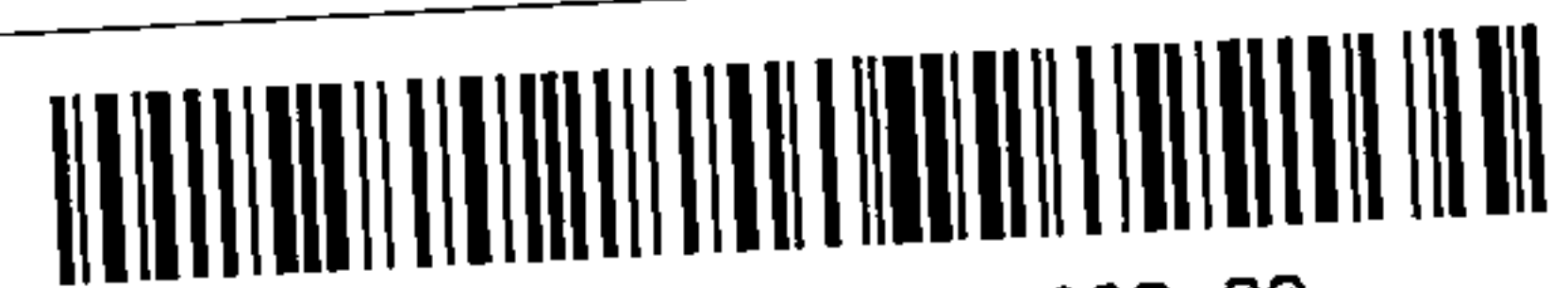
Additional Property Owner is the owner of that certain real property (the “Additional Property”) situated in Shelby County, Alabama, which is more particularly described in **Exhibit A-5** attached hereto and incorporated herein by reference. Additional Property Owner desires that the Additional Property be subject to and encumbered by the Declaration.

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

Furthermore, pursuant to Section 15.8 of the Declaration, Developer desires to amend the Declaration as hereinafter provided.

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

1. **Additional Property.** Pursuant to the terms and provisions of Section 14.1 of the Declaration, Developer and Additional Property Owner do hereby declare that the Additional Property described in **Exhibit A-5** attached 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,



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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-5** attached hereto and the original Property described in the Declaration, as previously amended.

2. **Classification of Additional Property.** All of the Additional Property described in **Exhibit A-5** attached hereto shall constitute a Commercial Parcel or Commercial Parcels pursuant to the terms and provisions of the Declaration.

3. **Approval of Uses.** The Declaration is amended by adding the following thereto as Section 7.7:

“7.7 **Approval of Uses.** All uses to be undertaken on any Commercial Parcel must be approved in writing by the ARC, in its discretion.”

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.

[Signature page follows]






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IN WITNESS WHEREOF, Developer and Additional Property Owner have caused this Fifth Amendment to be executed as of the day and year first above written.

**DEVELOPER:**

**UNITED STATES STEEL CORPORATION**

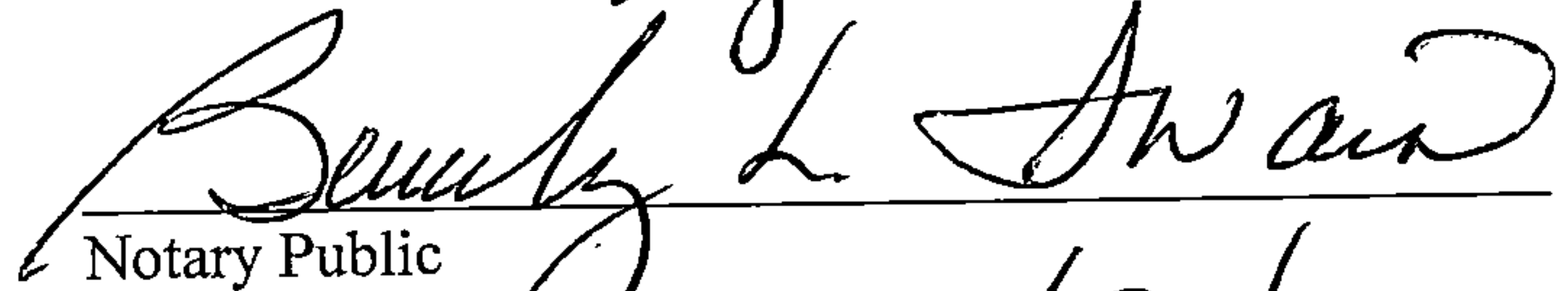
By: 

Name: Jammie P Cowden, 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 25 day of August, 2021.

  
Notary Public

My Commission Expires: 7/30/2023





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**ADDITIONAL PROPERTY OWNER:**

Greg Wolf  
Greg Wolf

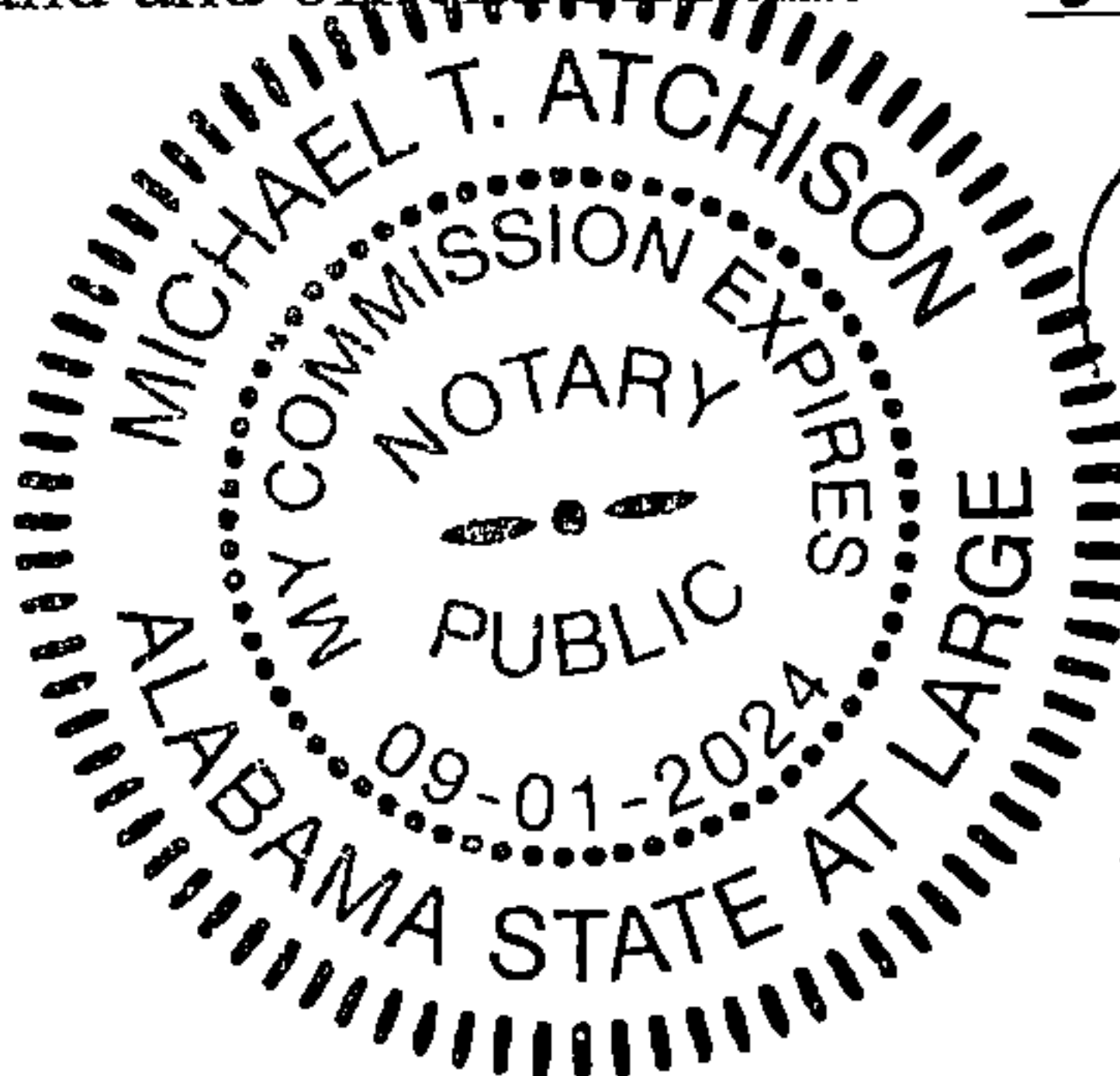
STATE OF ALABAMA )

Shelby COUNTY )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Greg Wolf, whose name 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/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 26 day of Aug, 2021.

AFFIX SEAL



[Signature]  
Notary Public

My commission expires: 9-1-24

**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





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## EXHIBIT A-5

### Legal Description of Additional Property

#### PARCEL 1

Commence at the NW Corner of the NE 1/4 of the NW 1/4 of Section 15, Township 20 South, Range 3 West, Shelby County, Alabama; thence S02°01'47"E, a distance of 702.53' to the POINT OF BEGINNING; thence continue along the last described course, a distance of 183.00' to a point on the Northerly R.O.W. line of Ruffin Road; thence S72°43'29"E and along said R.O.W. line, a distance of 237.00'; thence N02°06'09"E and leaving said R.O.W. line, a distance of 190.00'; thence N75°11'23"W, a distance of 248.00' to the POINT OF BEGINNING.

Said Parcel containing 1.00 acres, more or less.

#### PARCEL 2

Commence at the NW Corner of the NE 1/4 of the NW 1/4 of Section 15, Township 20 South, Range 3 West, Shelby County, Alabama; thence S02°01'47"E, a distance of 702.53'; thence S75°11'23"E, a distance of 248.00' to the POINT OF BEGINNING; thence N40°57'17"E, a distance of 119.91'; thence S65°11'34"E, a distance of 167.00' to a point on the Northwesterly R.O.W. line of Helena Road and the beginning of a non-tangent curve to the left, having a radius of 646.64, a central angle of 25°13'17", and subtended by a chord which bears S33°21'32"W, and a chord distance of 282.36'; thence along the arc of said curve and said R.O.W. line, a distance of 284.65' to the Northerly R.O.W. line of Ruffin Road; thence N72°43'29"W, leaving said Helena Road and along said Ruffin Road R.O.W. line, a distance of 85.77'; thence N02°06'09"E and leaving said R.O.W. line, a distance of 190.00' to the POINT OF BEGINNING.

Said Parcel containing 0.92 acres, more or less.

#### PARCEL 3

Commence at the NW Corner of the NE 1/4 of the NW 1/4 of Section 15, Township 20 South, Range 3 West, Shelby County, Alabama; thence S02°01'47"E, a distance of 702.53'; thence S75°11'23"E, a distance of 248.00'; thence N40°57'17"E, a distance of 119.91' to the POINT OF BEGINNING; thence N23°00'00"E, a distance of 25.42'; thence N39°46'03"E, a distance of 171.23'; thence S40°52'47"E, a distance of 82.51'; thence S02°11'34"E, a distance of 136.22' to a point on the Northwesterly R.O.W. line of Helena Road; thence S44°23'31"W and along said R.O.W. line, a distance of 19.73' to a curve to the left, having a radius of 646.64, a central angle of 01°36'53", and subtended by a chord which bears S46°46'37"W, and a chord distance of 18.22'; thence along the arc of said curve and said R.O.W. line, a distance of 18.22'; thence N65°11'34"W and leaving said R.O.W. line, a distance of 167.00' to the POINT OF BEGINNING.

Said Parcel containing 0.54 acres, more or less.

#### PARCEL 4

Commence at the NW Corner of the NE 1/4 of the NW 1/4 of Section 15, Township 20 South, Range 3 West, Shelby County, Alabama; thence S02°01'47"E, a distance of 702.53'; thence S75°11'23"E, a distance of 248.00'; thence N40°57'17"E, a distance of 119.91'; thence N23°00'00"E, a distance of 25.42'; thence N39°46'03"E, a distance of 171.23' to the POINT OF BEGINNING; thence N23°39'26"E, a distance of 67.47'; thence S74°18'00"E, a distance of 221.31' to a point on the Northwesterly R.O.W. line of Helena Road and the beginning of a non-tangent curve to the right, having a radius of 1558.70, a central angle of 06°47'20", and subtended by a chord which bears S40°59'51"W, and a chord distance of 184.58'; thence along the arc of said curve and said R.O.W. line, a distance of 184.69'; thence S44°23'31"W and along said R.O.W. line, a distance of 85.51'; thence N02°11'34"W and leaving said R.O.W. line, a distance of 136.22'; thence N40°52'47"W, a distance of 82.51' to the POINT OF BEGINNING.

Said Parcel containing 0.66 acres, more or less.