

STATE OF ALABAMA)
:
COUNTIES OF JEFFERSON AND SHELBY)

**THIRD AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS OF TRACE CROSSINGS (RESIDENTIAL)**

THIS THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS OF TRACE CROSSINGS (RESIDENTIAL) (this "Amendment") is made and entered into as of the 12 day of November, 2020 by **UNITED STATES STEEL CORPORATION**, a Delaware corporation, as successor in interest to the **HARBERT-USR REALTY JOINT VENTURE**, an Alabama general partnership ("Developer").

RECITALS:

Developer has heretofore entered into the Declaration of Protective Covenants of Trace Crossings (Residential) dated July 21, 1988 which has been recorded in Real 708, Page 531 in the Office of the Judge of Probate of Jefferson County, Alabama (the "Jefferson Probate Office") and as Inst. #20120823000317130 in the Office of the Judge of Probate of Shelby County, Alabama (the "Shelby Probate Office"), as amended by Amendment No. 1 thereto dated August 29, 2012 and recorded in Bk: LR201362, Page 29733 in the Jefferson Probate Office and as Instrument 20120831000329020 in the Shelby Probate Office, and as further amended by Amendment No. 2 thereto dated July 25, 2013 and recorded in Bk: LR201363, Page 12979 in the Jefferson Probate Office (collectively, with all amendments thereto, the "Declaration"). *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to such terms in the Declaration.*

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

Pursuant to Section 15.1 of the Declaration, Developer desires to add the Additional Property to all of the terms and provisions of the Declaration.

Developer is also the owner of that certain real property situated in Jefferson County, Alabama (the "Commercial Property") which is more particularly described in **Exhibit B** attached hereto and incorporated herein by reference.

The Commercial Property will be developed for commercial uses and was erroneously subjected to the Declaration (which applies only to residential properties).

Pursuant to Section 16.4 of the Declaration, Developer desires to remove the Commercial Property from the terms and provisions 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 does hereby agree as follows:

1. **Addition of Additional Property to Declaration.** Developer does hereby declare that the Additional Property described in **Exhibit A** attached hereto and incorporated herein by reference

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, the Additional Property shall constitute part of the "Property", the "Subject Property" and the "Member's Property", as such terms are defined in the Declaration.

2. **Removal of Commercial Property from Declaration.** Pursuant to the provisions of Section 16.4 of the Declaration, Developer does hereby declare that the Commercial Property is removed from all of the terms and provisions of the Declaration and shall no longer be subject to any of the terms, covenants, easements, conditions, restrictions, amendments, charges, liens or regulations set forth in the Declaration.

3. **Commencement of Annual Charge.** Developer acknowledges and agrees that the Annual Charge with respect to the Additional Property shall not commence until January 1, 2021.

4. **Full Force and Effect.** All of the terms and provisions of the Declaration shall remain in full force and effect and are hereby ratified, confirmed and approved by Developer.

[Signature on the following page]

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

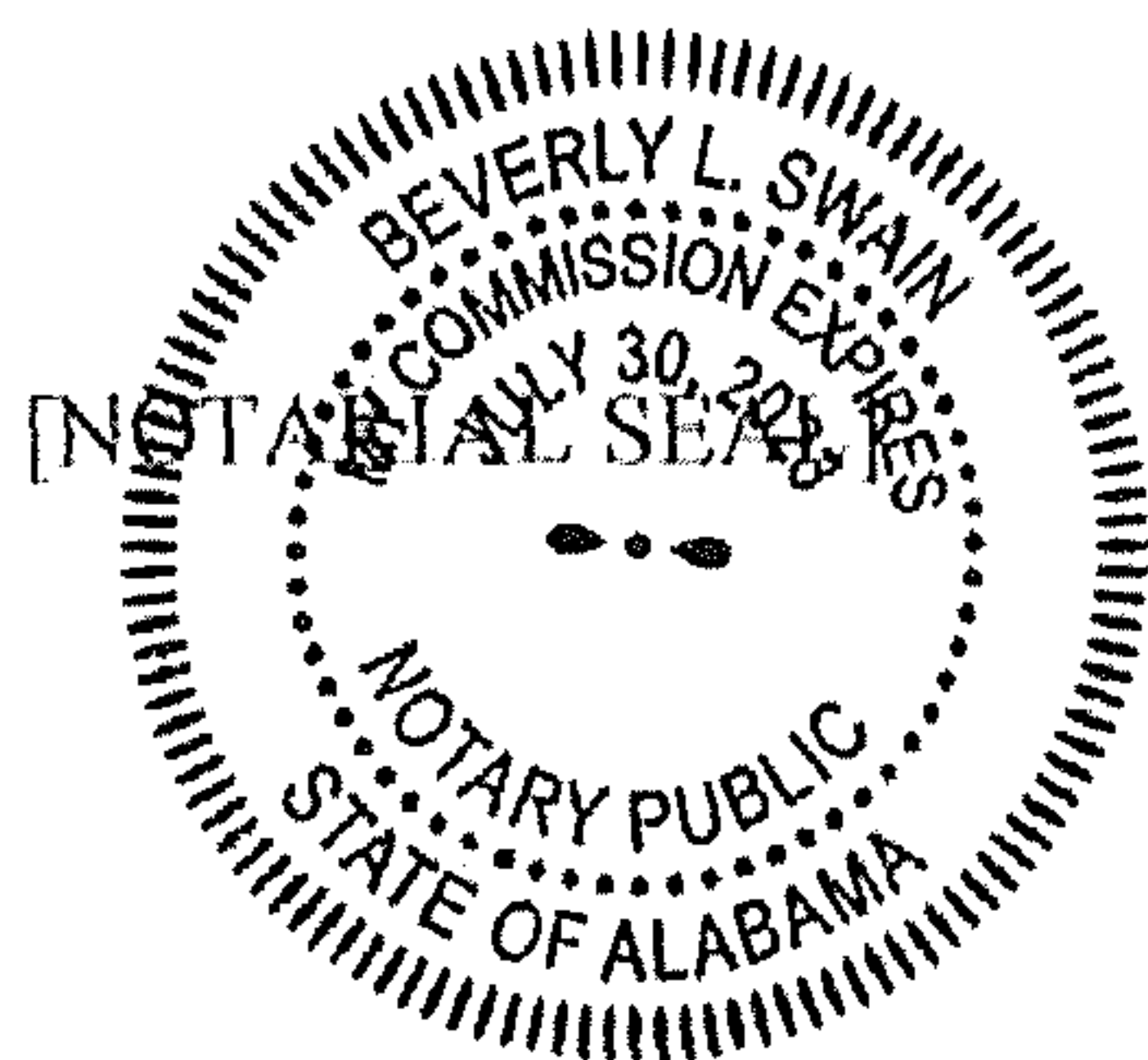
UNITED STATES STEEL CORPORATION, a
Delaware corporation

By: W. L. Silver
~~Jammie P. Cowden~~, Its Director – Real Estate

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

W. L. Silver 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 the instrument, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 12 day of November, 2020.



Beverly L. Swain
Notary Public

My commission expires: 7/30/2023

This instrument prepared by:
Stephen R. Monk, Esq.
Bradley Arant Boult Cummings LLP
1819 Fifth Avenue North
Birmingham, Alabama 35203
(205) 521-8000

EXHIBIT A**Legal Description of Additional Property**

A parcel of land situated in the Northwest quarter of the Southeast quarter, and the Northeast quarter of Section 33, Township 19 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at a 3 inch capped pipe at the Southeast corner of Section 33, Township 19 South, Range 3 West and run West along the South line of said section for a distance of 1817.07 feet; thence leaving said South line, turn a deflection angle to the right of 90°00'00" and run North for a distance of 1701.98 feet to an ALA ENG capped iron at the intersection of the Northwesterly right-of-way of Stadium Trace Parkway as recorded in Map Book 23, Page 99 and the Northeasterly right-of-way of Mineral Trace as recorded in Instrument number 2019052127, Map Book 50, Page 17; thence turn a deflection angle to the left of 50°18'17" and run in a Northwesterly direction along said right-of-way line of Mineral Trace for a distance of 368.12 feet to an ALA ENG capped iron at the POINT OF BEGINNING; thence leaving said right-of-way line of Mineral Trace turn a deflection angle to the right of 86°20'23" and run in a Northeasterly direction for a distance of 1716.87 feet to an ALA ENG capped iron; thence turn an interior angle to the right of 90°00'00" and run in a Northwesterly direction for a distance of 30.00 feet to an ALA ENG capped iron; thence turn an interior angle to the right of 270°00'00" and run in a Northeasterly direction for a distance of 286.48 feet to an ALA ENG capped iron on the Southwestern boundary of the Discovery United Methodist Church parcel as recorded in Instrument number 200264-487; thence turn an interior angle to the right of 79°39'12" and run in a Northwesterly direction for a distance of 194.71 feet, along said Southwestern boundary, to an ALA ENG capped iron at the beginning of a non-tangent curve to the left, said curve having a radius of 1230.00 feet and a central angle of 3°53'46"; thence turn an interior angle to the right of 277°44'50" (angle measure to tangent) and run in a Northeasterly direction along said curve, and along the Northwestern boundary of said Discovery United Methodist Church, for a distance of 86.64 feet to an ALA ENG capped iron; thence run in a Northeasterly direction along said Northwestern boundary and tangent from said curve, for a distance of 393.81 feet to an ALA ENG capped iron; thence leaving said Discovery United Methodist Church boundary turn an interior angle to the right of 86°57'39" and run in a Northwesterly direction for a distance of 407.59 feet to an ALA ENG capped iron on the Northwestern boundary of a 30 foot wide easement to Alabama Power Company referenced in the deed recorded in LR201163, Page 21801 and Instrument number 2018008117; thence turn an interior angle to the right of 99°23'29" and run in a Southwesterly direction along the said easement boundary for a distance of 186.65 feet to an ALA ENG capped iron; thence turn an interior angle to the right of 179°36'18" and run in a Southwesterly direction along said easement boundary for a distance of 307.08 feet to an ALA ENG capped iron; thence turn an interior angle to the right of 180°07'39" and run in a Southwesterly direction along said easement boundary for a distance of 311.28 feet to an ALA ENG capped iron; thence turn an interior angle to the right of 180°12'33" and run in a Southwesterly direction along said easement boundary for a distance of 329.97 feet to an ALA ENG capped iron; thence turn an interior angle to the right of 180°20'34" and run in a Southwesterly direction along said easement boundary for a distance of 259.26 feet to an ALA ENG capped iron; thence turn an interior angle to the right of 179°43'16" and run in a Southwesterly direction along said easement boundary for a distance of 235.78 feet to an ALA ENG capped iron; thence turn an interior angle to the right of 179°54'52" and run in a Southwesterly direction along said easement boundary for a distance of 255.47 feet to an ALA ENG capped iron; thence turn an interior angle to the right of 180°05'11" and run in a Southwesterly direction along said easement boundary for a distance of 294.43 feet to an ALA ENG

capped iron; thence turn an interior angle to the right of $181^{\circ}05'58''$ and run in a Southwesterly direction along said easement boundary for a distance of 203.08 feet to an ALA ENG capped iron; thence leaving said easement boundary, turn an interior angle to the right of $92^{\circ}41'54''$ and run in a Southeasterly direction for a distance of 596.81 feet to an ALA ENG capped iron on the Northwestern right-of-way of said Mineral Trace; thence turn an interior angle to the right of $90^{\circ}00'00''$ and run in a Northeasterly direction along said right-of-way for a distance of 50.00 feet to an ALA ENG capped iron; thence turn an interior angle to the right of $270^{\circ}00'00''$ and run in a Southeasterly direction along said right-of-way for a distance of 70.29 feet to THE POINT OF BEGINNING.

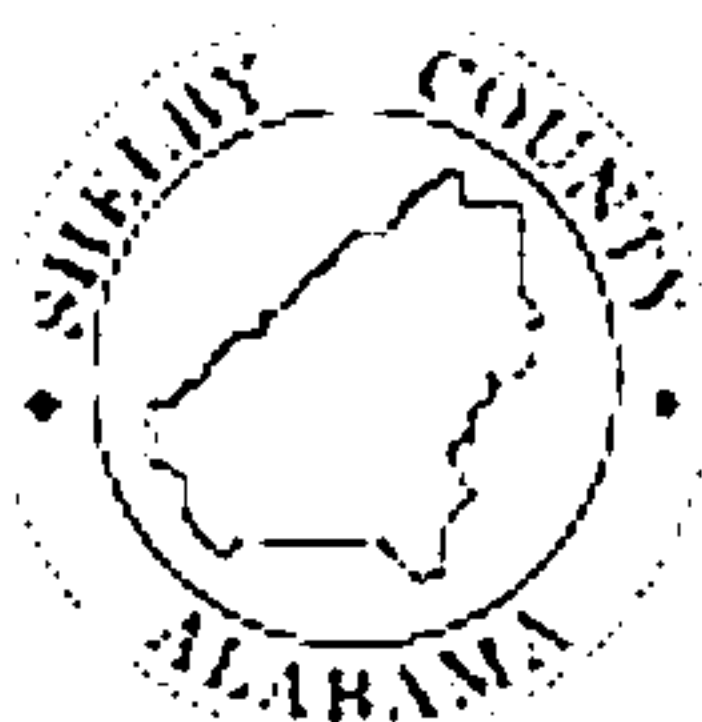
Said parcel containing 34.78 acres, more or less.

EXHIBIT B**Legal Description of Commercial Property**

A parcel of land situated in the South half of the Northeast quarter and the North half of the Southeast quarter of Section 33, Township 19 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at a 3 inch capped pipe at the Southeast corner of Section 33, Township 19 South, Range 3 West and run West along the South line of said section for a distance of 1817.07 feet; thence leaving said South line, turn a deflection angle to the right of $90^{\circ}00'00''$ and run North for a distance of 1701.98 feet to an ALA ENG capped iron at the intersection of the Northwestern right-of-way of Stadium Trace Parkway as recorded in Map Book 23, Page 99 and the Northeasterly right-of-way of Mineral Trace as recorded in Instrument number 2019052127, Map Book 50, Page 17, said point being the POINT OF BEGINNING; thence turn a deflection angle to the left of $50^{\circ}18'17''$ and run in a Northwesternly direction along said right-of-way line of Mineral Trace for a distance of 368.12 feet to an ALA ENG capped iron; thence leaving said right-of-way line of Mineral Trace turn an interior angle to the left of $93^{\circ}39'37''$ and run in a Northeasterly direction for a distance of 1716.87 feet to an ALA ENG capped iron; thence turn an interior angle to the left of $270^{\circ}00'00''$ and run in a Northwesternly direction for a distance of 30.00 feet to an ALA ENG capped iron; thence turn an interior angle to the left of $90^{\circ}00'00''$ and run in a Northeasterly direction for a distance of 286.48 feet to an ALA ENG capped iron on the Southwestern boundary of the Discovery United Methodist Church parcel as recorded in Instrument number 200264-487; thence turn an interior angle to the left of $100^{\circ}20'48''$ and run in a Southeasterly direction, along said Southwestern boundary, for a distance of 433.01 feet to a ½ inch uncapped iron on the said right-of-way of Stadium Trace Parkway; thence turn an interior angle to the left of $75^{\circ}39'23''$ and run in a Southwesterly direction along said right-of-way line for a distance of 546.36 feet to a Paragon capped iron at the beginning of a non-tangent curve to the left, said curve having a radius of 2450.53 feet and a central angle of $9^{\circ}31'31''$; thence turn an interior angle to the left of $179^{\circ}48'29''$ (angle measure to tangent) and run in a Southwesterly direction along said right-of-way curve for a distance of 407.39 feet to an ALA ENG capped iron; thence run in a Southwesterly direction, tangent from said curve and along said right-of-way for a distance of 104.91 feet to an ALA ENG capped iron on the point of curvature of a curve to the right, said curve having a radius of 5066.42 feet and a central angle of $8^{\circ}56'26''$; thence run in a Southwesterly direction along said right-of-way curve for a distance of 790.58 feet to an ALA ENG capped iron; thence run in a Southwesterly direction, tangent from said curve and along said right-of-way for a distance of 259.06 feet to the POINT OF BEGINNING.

Said parcel containing 17.94 acres, more or less.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/03/2025 01:26:11 PM
\$38.00 JOANN
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Allen S. Bayl