

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

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

THIS NINTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS OF HILLSBORO (this “Eighth Amendment”) is made and entered into as of the 1 day of April, 2026 by **U. S. STEEL REAL ESTATE, LLC**, a Delaware limited liability company (“Developer”).

RECITALS:

United States Steel Corporation (“USS”) 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 (the “Probate Office”), as amended by First Amendment thereto dated June 27, 2018 and recorded as Instrument No. 20180629000233800 in the Probate Office, as further amended by Second Amendment thereto dated August 18, 2020 and recorded as Instrument No. 20200819000361150 in the Probate Office, as further amended by Third Amendment thereto dated September 21, 2020 and recorded as Instrument No. 20200924000428490 in the Probate Office, as further amended by Fourth Amendment thereto dated April 26, 2021 and recorded as Instrument 20210513000238010 in the Probate Office, as further amended by Fifth Amendment thereto dated August 26, 2021 and recorded as Instrument 20210826000417380 in the Probate Office, as further amended by Sixth Amendment thereto dated March 29, 2022 and recorded as Instrument 20220329000127810 in the Probate Office, as further amended by Seventh Amendment thereto dated as of March 29, 2022 and recorded as Instrument 20220330000128960 in the Probate Office and as further amended by Eighth Amendment thereto dated September 5, 2024 and recorded as Instrument 20240905000276640 in the 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.*

Pursuant to Assignment of Developer Rights dated December 22, 2025 and recorded as Instrument 20251223000392650 in the Probate Office, USS transferred and assigned to Developer all of the right, title and interest of USS as “Developer” in the Declaration and the Association Documents, as defined in said Assignment of Developer Rights.

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** attached hereto and incorporated herein by reference.

Developer desires to submit the Additional Property to all of 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 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** hereto shall be and is hereby 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** hereto and all other Additional Property previously added to the Declaration or which may be subsequently added to the Declaration, as well as of the Property, as described and defined in the Declaration.

2. **Full Force and Effect.** Except as expressly modified and amended herein, all the terms and provisions of the Declaration shall remain in full force and effect and are hereby ratified, confirmed and approved by the parties hereto.

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

DEVELOPER:

U. S. STEEL REAL ESTATE, LLC, a Delaware limited liability company

By:  _____

Jammie P Cowden

Title: Vice President

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 Vice President of **U. S. Steel Real Estate, LLC**, a Delaware 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.

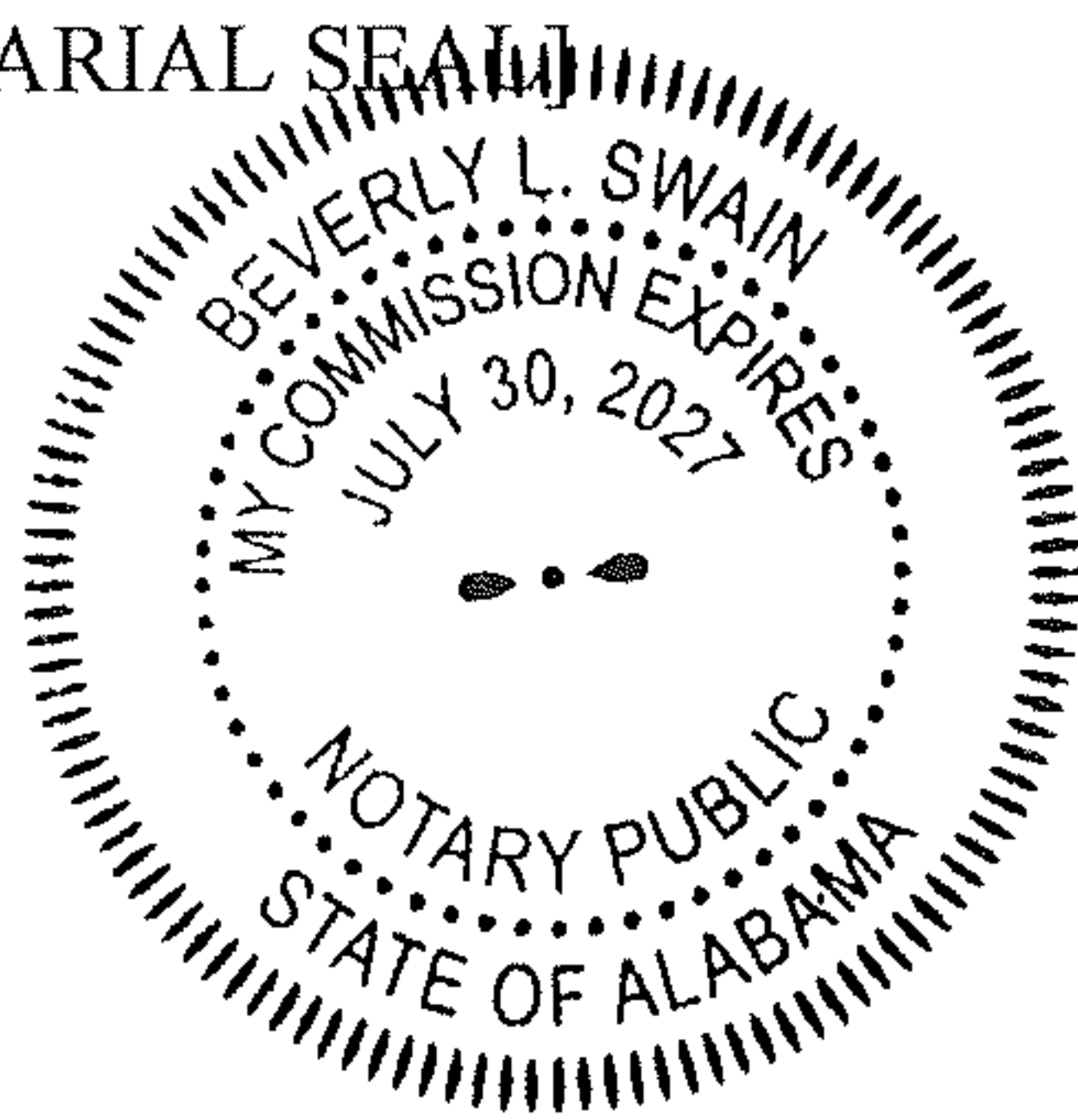
Given under my hand and seal of office, this the 1 day of April, 2026.

Beverly L. Swain

Notary Public

My Commission Expires: 7/30/2027

[NOTARIAL SEAL]



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

EXHIBIT A

Legal Description of Additional Property

Lots 1 through 25, inclusive, according to the Final Plat of the Wiltshire at Hillsboro Subdivision, as recorded in Map Book 61, Page 96 in the Office of the Judge of Probate of Shelby County, Alabama.



4897-6964-5212.2

**Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/02/2026 08:00:42 AM
\$40.00 BRITTANI
20260402000095710**

Allie S. Bayl