

**AMENDMENT NO. 1 TO THE
DECLARATION OF PROTECTIVE COVENANTS
OF
TRACE CROSSINGS (RESIDENTIAL)**

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the Harbert – USR Realty Joint Venture, an Alabama General Partnership, is the "Developer" as defined in the "Declaration of Protective Covenants of Trace Crossings (Residential)" as recorded in, as recorded in Real 708, Page 531, in the Office of the Probate Judge of Jefferson County, Alabama (Bessemer Division) and in Instrument No. 20120823000317130 in the Probate Office of Shelby County, Alabama (the "Covenants"); and

WHEREAS, the Developer's rights thereunder were assigned to USX Corporation, a Delaware corporation, as shown by instrument recorded in Real 873, Pages 269 and 279, in the Probate Office of Jefferson County, Alabama (Bessemer Division); and

WHEREAS, UNITED STATES STEEL CORPORATION, a Delaware corporation, is the successor, by way of conversion, to United States Steel, LLC, a Delaware limited liability company, and remote successor to USX Corporation (said United States Steel Corporation, as such successor, is referred to herein as the "Developer"); and

WHEREAS, Developer desires to modify the Covenants as provided in this Amendment No. 1 for the purpose of extending the period of time that a Parcel may be used by the Developer or its agent for a model home or for a real estate office.

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

ARTICLE VI

Section 6.11 of Article VI of the Covenants is hereby restated in its entirety to read as follows:

6.11 Model House, Real Estate Office.

All else herein notwithstanding, with the written approval of the Architectural Committee, any Parcel may be used by the Developer or its agent for a model home or for a real estate office so long as the Developer shall own any undeveloped Parcel.

Except as set forth herein, all other terms and conditions of the Covenants shall remain in full force and effect.

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

(Remainder of page intentionally left blank. See following page for signatures.)

IN WITNESS WHEREOF, the Developer has caused this Amendment No. 1 to the Declaration of Protective Covenants of Trace Crossings (Residential) to be executed effective the 29th day of August, 2012.

DEVELOPER:

ATTEST:

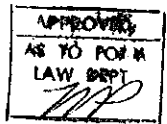
UNITED STATES STEEL CORPORATION

By: Michael Partain

By: Thomas G. Howard

Its: Assistant Secretary

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



STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Michael M. Partain, a Notary Public in and for said County, in said State, hereby certify that Thomas G. Howard, whose name as General Manager - 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 29th day of August, 2012.

Michael Partain
Notary Public

[SEAL]

My Commission Expires: 2-25-2013

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

