

**FIRST AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS
FOR POLO CROSSINGS AND THE VILLAGE AT POLO CROSSINGS
RECORDED IN INSTRUMENT # 200710080000469200**

Comes now Polo Farms Investments, L.L.C., an Alabama limited liability company ("Developer") and Savannah Building Co., L.L.C., an Alabama limited liability company (owner of lots in the Village at Polo Crossings herein called "Savannah") and amend the original Covenants, Conditions and Restrictions recorded in Instrument Number 200710080000469200 on October 8, 2007 as follows:

- A. Developer and Savannah are the owners of all of the property described in the original restrictive covenants for Polo Crossings and The Village at Polo Crossings described hereinabove.
- B. **Article VI Section 6.29 Additional Regulations subpart (1) shall be completely deleted and replaced with the following amendment:**

1) Purchaser acknowledges and agrees that a garden home shall be no less than (1) 1200 square feet of heated and cooled space for a one story, (2) 1650 square feet of heated and cooled space for a 1 ½ story, and (3) 1000 square feet of heated and cooled space on each floor of a two story, and townhomes shall be no less than 1100 square feet of heated and cooled space. The minimum square footage may be modified by the ARC or developer, subject to zoning requirements, at the sole discretion of the ARC or developer, following review of final construction plans of a proposed residence to be built on a specific lot.

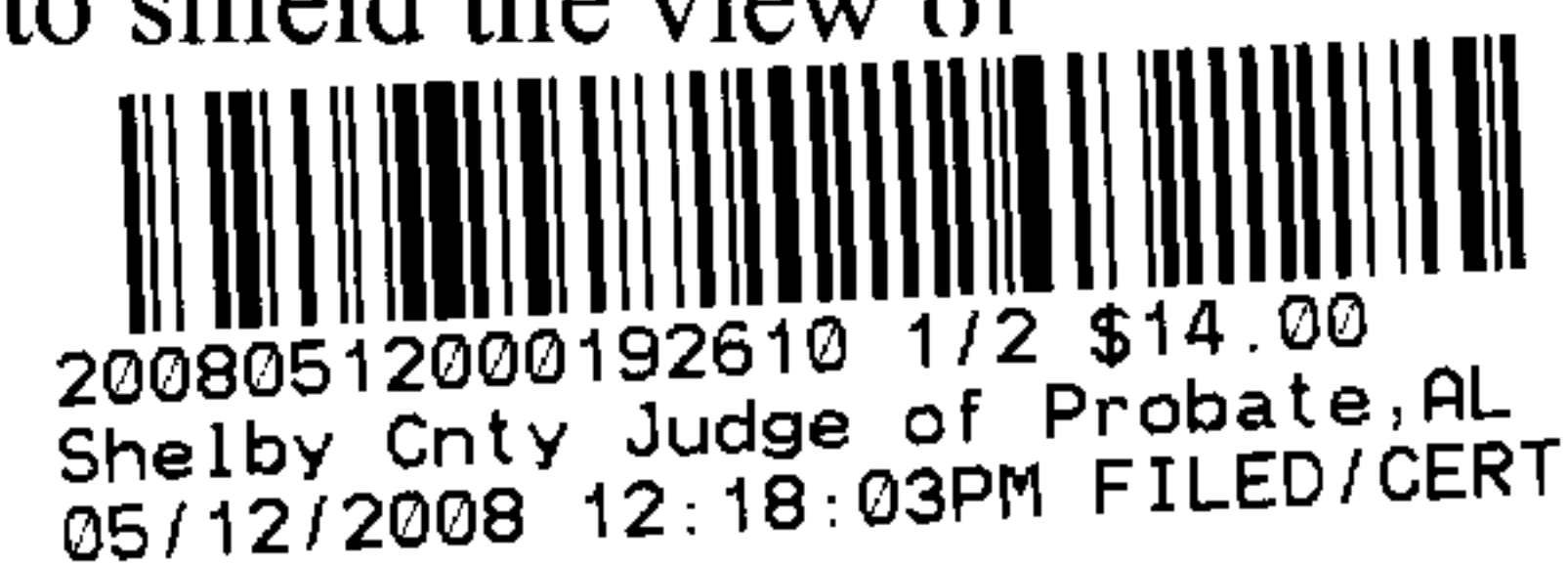
In the event additional land is included within the development as described in Section 1.10 hereinabove, Developer reserves the absolute right to change the minimum square footage of heated and cooled space to a lower or higher number for garden homes and/or townhomes. No claim shall be allowed by any owner against the developer or its members, successors and or assigns, should such event occur.

Further, Developer reserves the absolute right to increase or decrease the minimum square footage of heated and cooled space in the future for any lot it sells in the sectors described in the original covenants, conditions and restrictions. In the event Developer does elect to increase or decrease the minimum square footage of heated and cooled space for any garden home and/or townhome on any lot it sells in the future, it may do so by either a contract requirement in the agreement with said purchaser or amending the covenants, in which case this change can be effected by further amendment to these covenants; however, such change or subsequent amendment to the covenants shall only require the approval of the Developer and shall not require the consent of any lot owner or the ARC. No claim shall be allowed by any owner against the Developer or its members, successors and/or assigns, should such event occur.

2) Unpainted aluminum windows may not be used, however, anodized colored aluminum windows may be used in colors, as approved by the ARC, but no windows that are raw aluminum color will be allowed.

- C. **6.24 Temporary Structures shall be supplemented as follows:**

Permanent structures such as sheds, shops, and storage buildings shall be permissible upon written approval by the ARC which shall have the authority to issue additional requirements such as, but not limited to, exterior compliance and addition of fencing to shield the view of the structure.



All other covenants, conditions and restrictions not inconsistent with this first amendment shall remain unchanged and in full force and effect.

In witness whereof, the undersigned have set its hand and seal this 8th day of May, 2008.

Developer:

Polo Farms Investments, L.L.C.

By: [Signature]
Courtney H. Mason, Jr. Member

By: [Signature]
Roger Wilkins, Member

By: [Signature]
Billy Gossett, Member

Savannah Building Co., L.L.C.

By: [Signature]
Roger Wilkins, Member

By: [Signature]
Billy Gossett, Member

State of Alabama)
County of Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Courtney H. Mason, Jr. , Roger Wilkins and Billy Gossett, whose names as Members of Polo Farms Investments, L.L.C., an Alabama limited liability company, are signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND THIS THE 8th DAY OF MAY, 2008.

[Signature]
Notary Public

My Commission Expires: 3-13-12

State of Alabama)
County of Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Roger Wilkins and Billy Gossett, whose names as Members of Savannah Building Co., L.L.C., an Alabama limited liability company, are signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND THIS THE 8th DAY OF MAY, 2008.

[Signature]
Notary Public

My Commission Expires: 3-13-12



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Shelby Cnty Judge of Probate, AL
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