

FOURTH AMENDMENT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR POLO CROSSINGS AND THE VILLAGE AT POLO CROSSINGS

THIS FOURTH AMENDMENT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR POLO CROSSINGS AND THE VILLAGE AT POLO CROSSINGS (this "Fourth Amendment") is made as of the 3 day of May, 2016 by THE CROSSINGS INVESTMENT CO., LLC, an Alabama limited liability company ("Developer") as follows:

**RECITALS:**

A. The Covenants, Conditions and Restrictions for Polo Crossings and The Village at Polo Crossings (the "Original Covenants") were made as of the 4<sup>th</sup> day of October, 2007 and recorded in Instrument Number 20071008000469200 Office of the Judge of Probate of Shelby County, Alabama, and

B. The Original Covenants were amended by the First Amendment to Covenants, Conditions and Restrictions for Polo Crossings and The Village at Polo Crossings recorded as Instrument Number 20080512000192610 in said Probate Office (the "First Amendment"); and

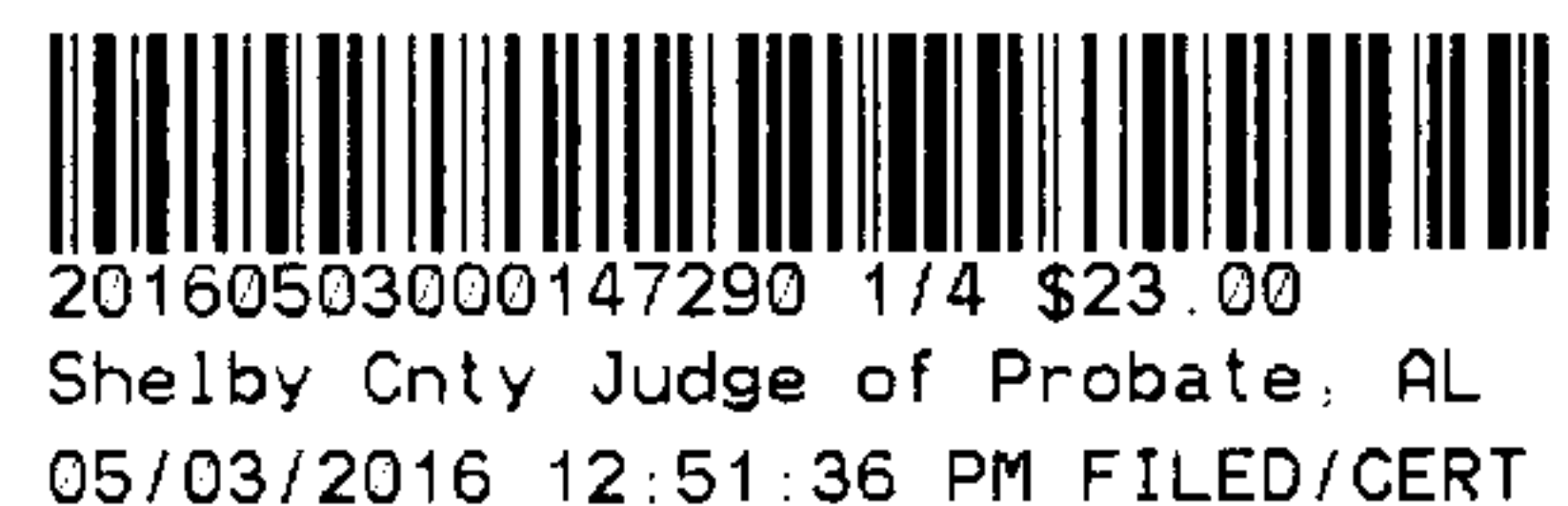
C. The Original Covenants were further amended by the Second Amendment to Covenants, Conditions and Restrictions for Polo Crossings and The Village at Polo Crossings recorded as Instrument Number 2010325000086330 in said Probate Office (the "Second Amendment"); and

D. Pursuant to authority conferred upon Developer in Article XII, Section 12.17 of the Original Covenants, by virtue of Assignment of Rights as Developer by document recorded in Instrument Number 20100325000086360 in said Probate Office, the rights of Developer described in the Original Covenants, the First Amendment and the Second Amendment were assigned to The Crossings Investment Co., LLC; and

E. The Original Covenants were further amended by the Third Amendment to Covenants, Conditions and Restrictions for Polo Crossings and The Village at Polo Crossings recorded as Instrument Number 20100618000195550 in said Probate Office (the "Third Amendment"); and

F. Pursuant to Article I, Section 1.10 of the Original Covenants, Crossings Investment Co., LLC, as successor Developer, does hereby desire to add additional lands to the Development and subject them to the provisions of the Original Covenants, as amended; and

G. Pursuant to Article II, Section 2.02 and 2.05 and Article X, Section 10.02 of the Original Covenants, Crossings Investment Co., LLC as successor Developer, does hereby desire to further modify the Original Covenants as amended, as set forth herein below.





Now, therefore, in consideration of the foregoing recitals, The Crossings Investment Co., LLC, as Developer, does hereby further amend the Original Covenants, as amended, and does hereby proclaim and declare, as follows:

1. Defined Terms. All capitalized terms contained in this Fourth Amendment shall have the same meaning as those terms as set forth in the Original Covenants.


2. Additional Property. All property described in Exhibit A attached hereto and incorporated by reference herein (the "Additional Property") shall be and is hereby submitted and subjected to, and shall be developed, improved, transferred, sold, conveyed and used subject to the Original Covenants as amended by the First Amendment, the Second Amendment, the Third Amendment and this Fourth Amendment (collectively the "Covenants"), which shall be binding upon and inure to the benefit of all parties acquiring any right, title or interest in any portion of the Additional Property or in the Property, and their respective heirs, executors, administrators, personal representatives, successors and assigns. The Covenants are further hereby declared to be and are hereby amended to include the Additional Property as part of the Property and the Development.

3. Annual Meetings. Neither the Board of the Association nor the ARC shall be required to hold annual meetings unless Developer elects, in its sole discretion, to do so.

4. Fences. Article VI, Section 6.13 of the Covenants entitled "Fences", is hereby amended by providing that Developer and the ARC shall each have the right to approve such style of fencing as Developer or the ARC shall, in their sole discretion, determine; including, but not limited to, the authority and discretion to approve "shadowbox" wooden fencing, or any other style of fencing, which may be other than "shadowbox" and other than "wooden".

5. Gas Appliances. With respect to any Lot upon which a residential dwelling has not yet been constructed, in the event that Alagasco installs gas distribution lines in front of any such Lot, then the residential dwelling initially constructed upon any such Lot must be equipped with either a gas fireplace, gas hot water heater, or such other gas appliance as is designated by Developer as an acceptable substitute gas appliance. This provision may be enforced by Developer. In the event that Developer files legal proceedings to enforce this provision with respect to any particular Lot, then Developer shall be entitled to recover from the owners of any such Lot all attorneys' fees and other costs of litigation incurred by Developer, together with any costs or charges imposed by Alagasco as the result of the violation of this provision.

6. Conflicting Provisions. Except as provided in this Fourth Amendment, the terms and provisions of the Covenants shall remain in full force and effect. In the event of a conflict between the provisions of this Fourth Amendment and any other provisions of the Covenants, then the provisions of this Fourth Amendment shall prevail.

  
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Shelby Cnty Judge of Probate, AL  
05/03/2016 12:51:36 PM FILED/CERT

THE CROSSINGS INVESTMENT CO. LLC,  
an Alabama limited liability company

By: [Signature]  
Its: Member

By: [Signature]  
Its: Member

STATE OF ALABAMA )  
SHELBY COUNTY )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Steve Issis, whose name as Member of THE CROSSINGS INVESTMENT CO. LLC, an Alabama 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, as such Member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 3 day of May, 2016.

[Signature]  
Notary Public

[NOTARIAL SEAL]

My commission expires: ~~My Commission Expires 7/30/2016~~

STATE OF ALABAMA )  
SHELBY COUNTY )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Courtney Mason, whose name as Member of THE CROSSINGS INVESTMENT CO. LLC, an Alabama 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, as such Member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 3 day of May, 2016.

[Signature]  
Notary Public

[NOTARIAL SEAL]

My commission expires: ~~My Commission Expires 7/30/2016~~



**EXHIBIT A**

**Legal Description of the Additional Property**

**Lots 91-113, according to the plat of Polo Crossings, Sector II, as recorded in Plat Book 46,  
Page 21, in the Probate Office of the Judge of Probate of Shelby County, Alabama**



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