


This Instrument Prepared By:
Christopher M. Gill, Esq.
Hand Arendall LLC
Post Office Box 123
Mobile, Alabama 36601
251-432-5511


20160517000168170 1/3 \$20.00
Shelby Cnty Judge of Probate, AL
05/17/2016 01:01:54 PM FILED/CERT

ASSIGNMENT OF DECLARANT'S RIGHTS

THIS ASSIGNMENT OF DECLARANT'S RIGHTS (this "Agreement") is made and entered into as of the 12th day of May, 2016 (the "Effective Date"), by **The Crossings Investment Co. LLC**, an Alabama limited liability company ("Assignor"), to and for the benefit of **D.R. Horton, Inc. – Birmingham**, an Alabama corporation ("Assignee").

Recitals:

Polo Crossings at Chelsea Subdivision (the "Subdivision") has previously been created according to plats thereof recorded at Map Book 39, Pages 41, 42A, 42B and 42C and at Map Book 46, Page 21 in the records of the Office of the Judge of Probate of Shelby County, Alabama (the "County Registry"). In connection therewith, Polo Farms Investments, L.L.C., an Alabama limited liability company ("Original Developer"), executed and recorded that certain Covenants, Conditions and Restrictions for Polo Crossings and The Village at Polo Crossings at Instrument Number 20071008000469200 in the County Registry, as amended by that certain First Amendment to Covenants, Conditions and Restrictions for Polo Crossings and The Village at Polo Crossings recorded at Instrument Number 20080512000192610 in the County Registry, and that certain Second Amendment to Covenants, Conditions and Restrictions for Polo Crossings and The Village at Polo Crossings recorded at Instrument Number 20100325000086330 in the County Registry (collectively, the "Original Declaration").

Original Developer conveyed all of its rights as the "Developer" under the Original Declaration to Assignor pursuant to that certain Assignment of Rights as Developer recorded at Instrument Number 20100325000086360 in the County Registry. Assignor subsequently further amended the Original Declaration pursuant to that certain Third Amendment to Covenants, Conditions and Restrictions for Polo Crossings and The Village at Polo Crossings recorded at Instrument Number 20100618000195550 in the County Registry and that certain Fourth Amendment to Covenants, Conditions and Restrictions for Polo Crossings and The Village at Polo Crossings recorded at Instrument Number 20160503000147290 in the County Registry (the Original Declaration, as so amended, is referred to herein as the "Declaration").

Agreement:

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor, intending to be legally bound, hereby covenants and agrees for the benefit of Assignee as follows:

1. Assignment. Assignor hereby assigns, transfers, conveys and sets over unto Assignee and Assignee's successors and assigns all of Assignor's rights, privileges, title and interest (a) in, to and under the Declaration, including, without limitation, all rights as "Developer" under the Declaration, and (b) as the declarant of the Subdivision and under the Declaration (collectively, the "Declarant's Rights"). From and after the date hereof, Assignee shall be vested with all rights and privileges to act as the "Developer" under the Declaration.


2. Warranty of Title. Assignor represents and warrants to Assignee that Assignor is the lawful owner and holder of the Declarant's Rights, and that Assignor's interest in and to the Declarant's Rights is free from all pledges, security interests, mortgages, liens and encumbrances of any kind or nature whatsoever.

3. Indemnification. Notwithstanding anything contained herein to the contrary, Assignor shall remain and be responsible for any and all duties and obligations relative to the Declarant's Rights arising on or before the Effective Date. Assignor will indemnify and hold Assignee harmless from and against, and shall promptly defend Assignee from and reimburse Assignee for, any and all losses, damages, costs and expenses, (including, without limitation, reasonable attorneys' fees and other legal costs and expenses), which Assignee may at any time suffer or incur, to the extent resulting from acts of Assignor as Declarant and/or with respect to the Declarant's Rights occurring on or before the Effective Date.

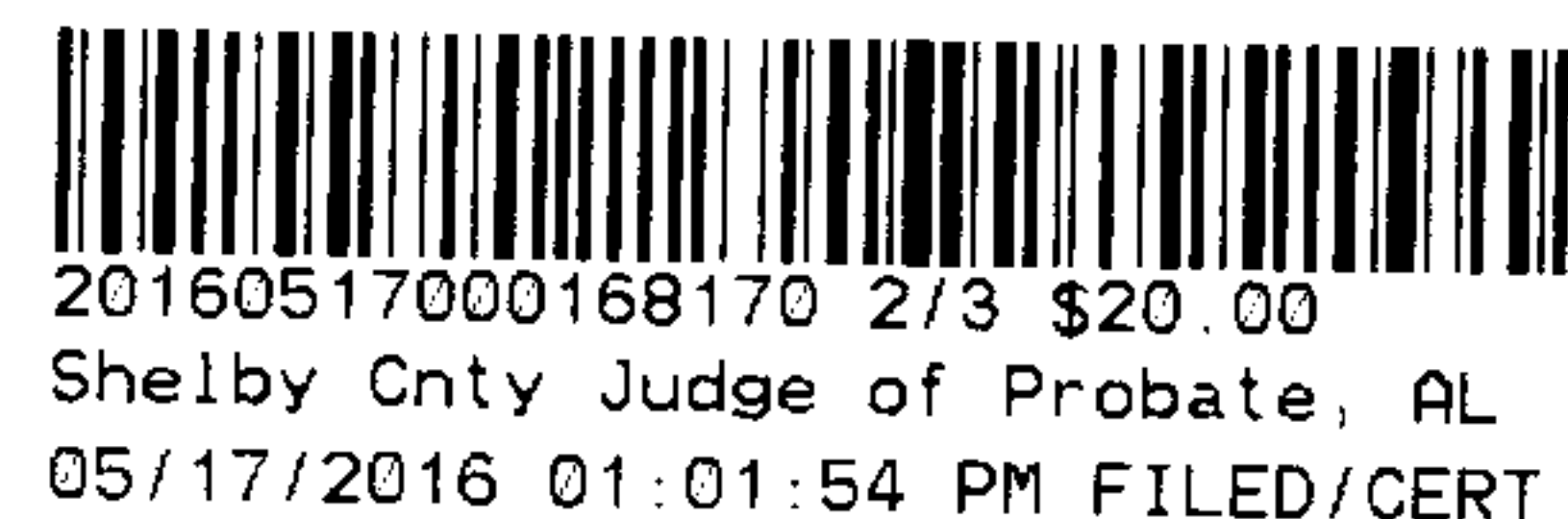
4. Miscellaneous. This Agreement shall be construed in accordance with the laws of the State of Alabama. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof. The "Recitals" set forth hereinabove are true and correct in all respects and form an integral part of this Agreement, the same as if they were set forth in the numbered paragraphs hereof.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed by and through its duly authorized representative as of the day and year first above written.

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

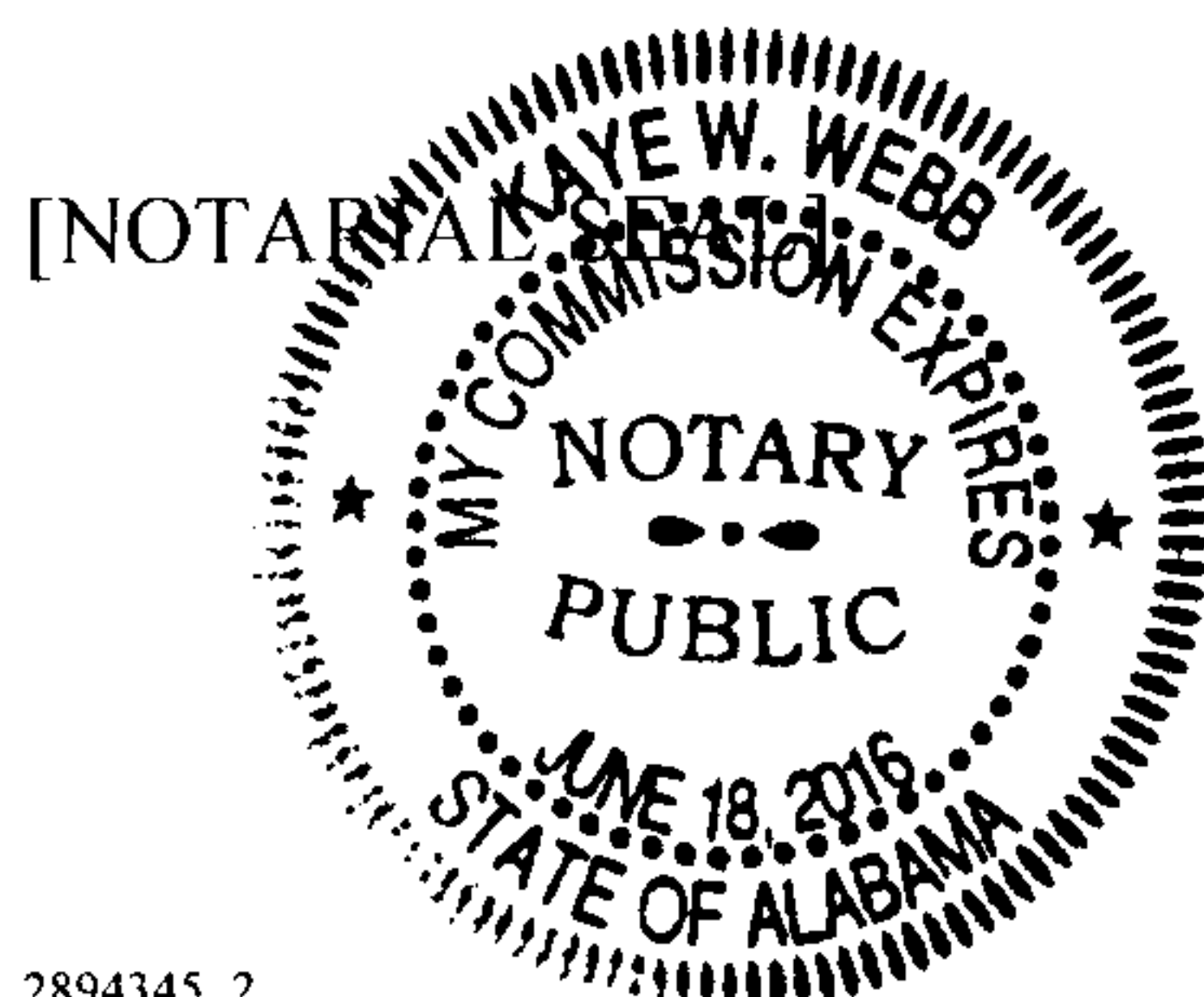
By: 
Name: Steve Issis
Title: Member

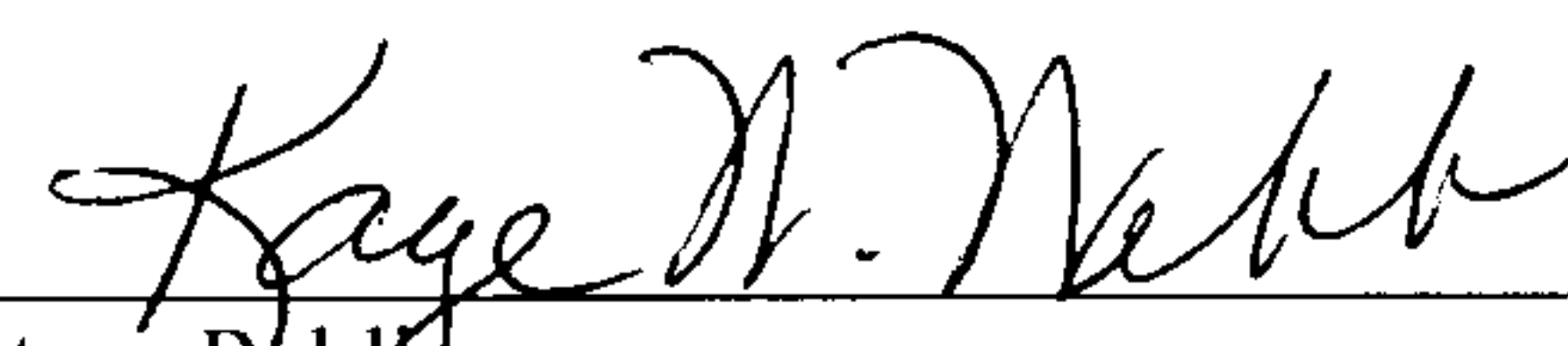
STATE OF ALABAMA)
 :
COUNTY OF Jefferson)



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 limited liability company.

Given under my hand and official seal this 12 day of May, 2016.



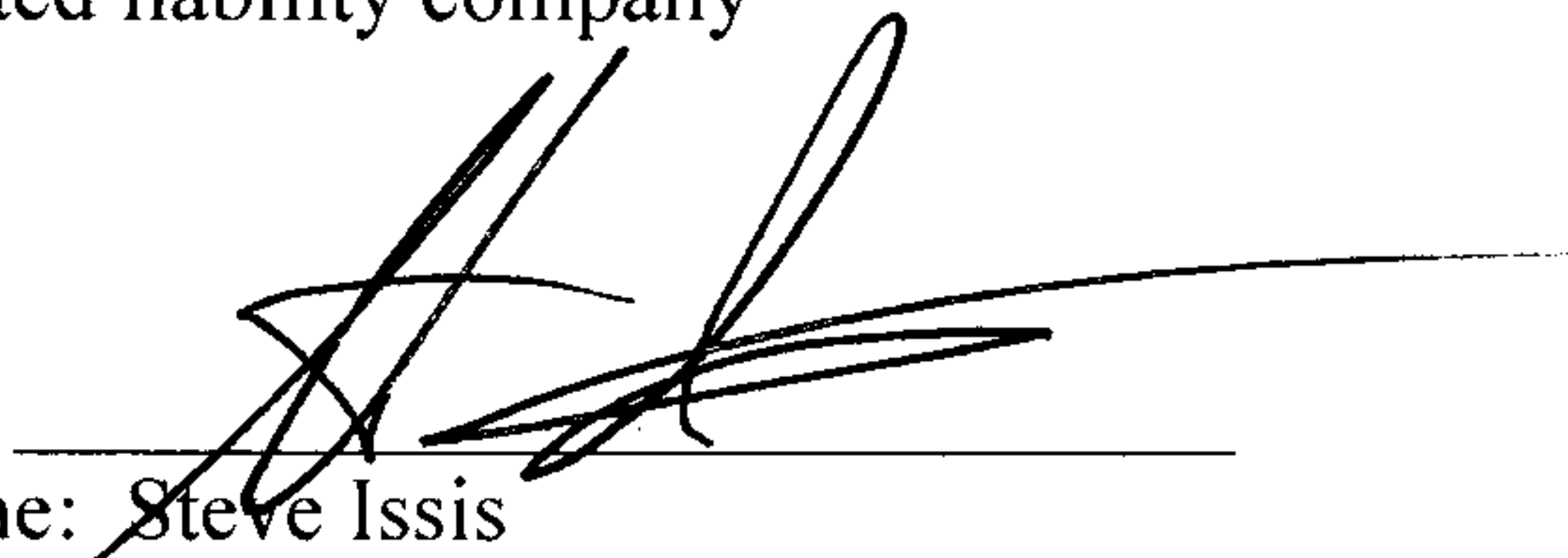

Notary Public
My commission expires: 6-18-16

Internal Revenue Code
Section 1445(b)(2)
Nonforeign Affidavit
(FIRPTA)


May 12, 2016

For purposes of Section 1445(b)(2) of the Internal Revenue Code, as amended, the undersigned, as the Member of The Crossings Investment Co. LLC, an Alabama limited liability company ("Transferor"), hereby certifies, under penalty of perjury, to D.R. Horton, Inc. - Birmingham, an Alabama corporation, that (i) Transferor's United States taxpayer identification number is 27-1990229; (ii) Transferor's address is P.O. Box 381208, Birmingham, Alabama 35238; and (iii) Transferor is not a "foreign person", within the meaning of said Section 1445(b)(2), as amended. Transferor understands that this Affidavit may be disclosed to the Internal Revenue Service, and that any false statement made herein could be punished by fine, imprisonment or both.

The Crossings Investment Co. LLC, an Alabama
limited liability company

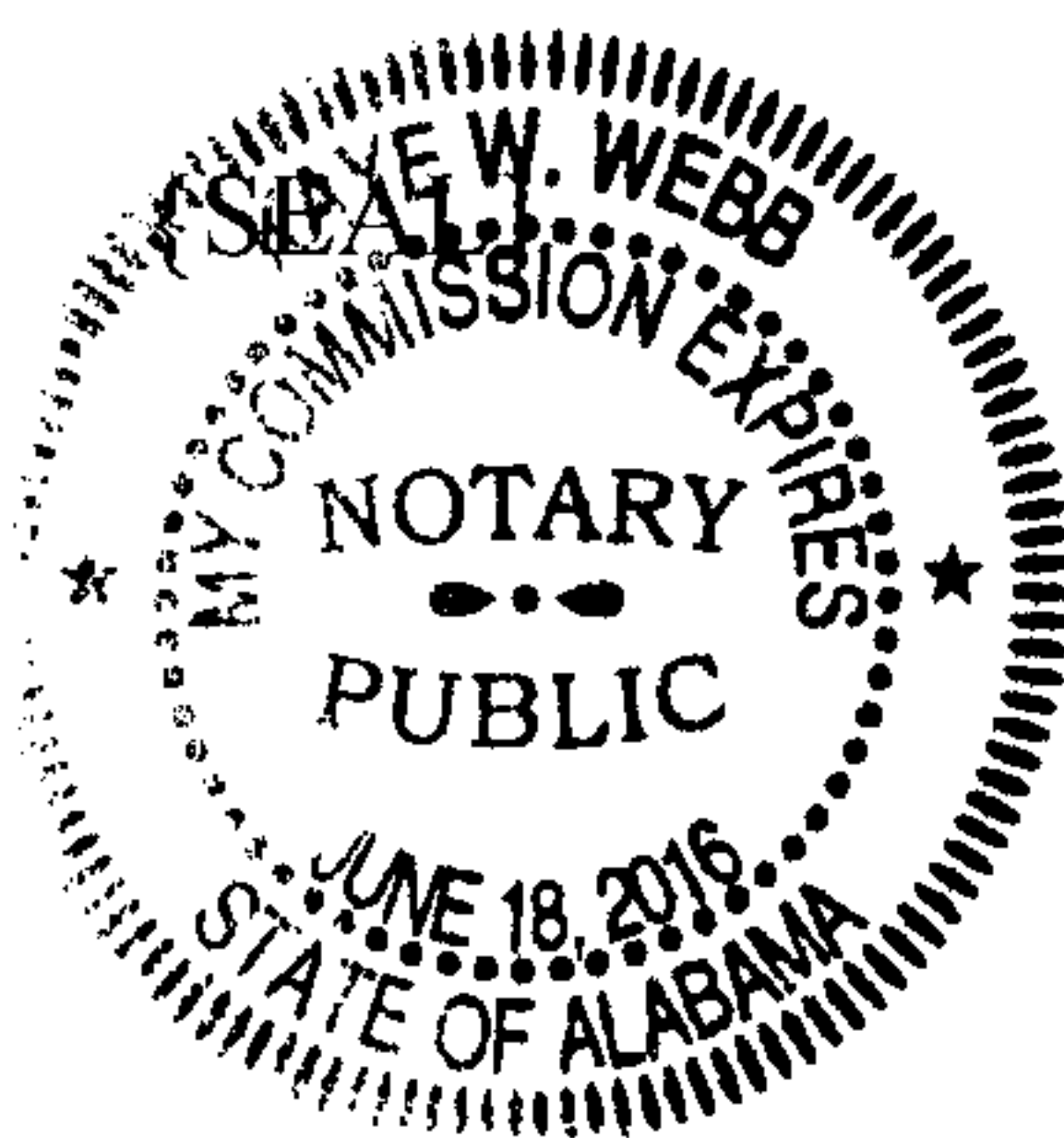
By: 
Name: Steve Issis
As its: Member

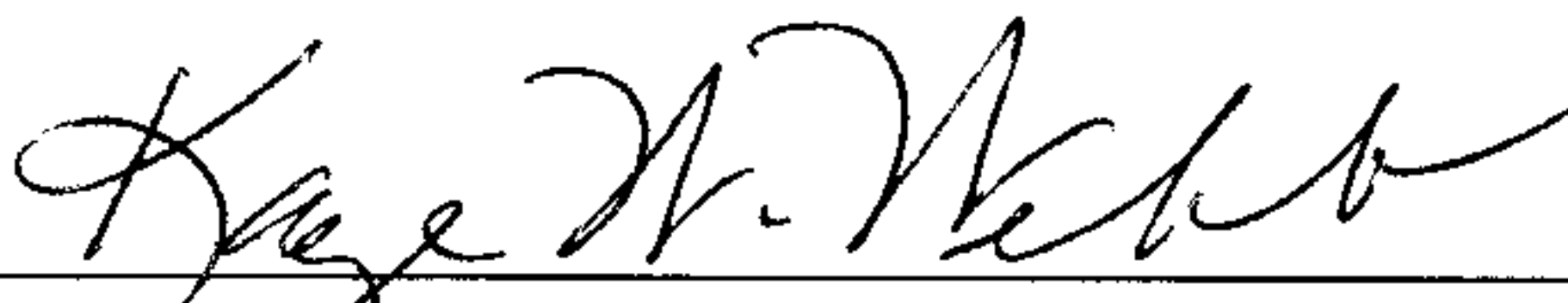
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I, the undersigned notary public in and for said state and county, hereby certify that, Steve Issis, whose name as the Member of The Crossings Investment Co. LLC, an Alabama limited liability company is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 12th day of May, 2016.




NOTARY PUBLIC
My Commission Expires: 6-18-16