

THIS INSTRUMENT PREPARED BY:

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Shelby Cnty Judge of Probate, AL  
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STATE OF ALABAMA:

COUNTY OF SHELBY:

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

THIS FIFTH AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS FOR POLO CROSSINGS AND THE VILLAGE AT POLO CROSSINGS (this "Amendment") is made this 3<sup>rd</sup> day of February, 2017 (the "Effective Date"), by D.R. Horton, Inc. – Birmingham, an Alabama corporation ("Developer").

**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 (the "Original Declaration"), 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 (the "First Amendment"), 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 (the "Second Amendment"; the Original Declaration, the First Amendment and the Second Amendment are sometimes herein collectively referred to as the "Initial Declaration").

Original Developer conveyed all of its rights as the "Developer" under the Initial Declaration to The Crossings Investment Co. LLC, an Alabama limited liability company ("Successor Developer"), pursuant to that certain Assignment of Rights as Developer recorded at Instrument Number 20100325000086360 in the County Registry. Successor Developer subsequently further amended the Initial 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 Initial Declaration, as so amended, is referred to herein as the "Declaration").

Successor Developer conveyed all of its rights as the "Developer" under the Declaration to Developer pursuant to that certain Assignment of Declarant's Rights recorded at Instrument Number 20160517000168170 in the County Registry. Developer is the owner of all of that certain property shown on the plat recorded at Map Book 47, Pages 24A and 24B in the County Registry (the "Sector III Plat"), which is part of the property described in Exhibit "A" to the Original Declaration (the "Additional Property"). Section 1.10 of the Original Declaration permits Developer to amend the Declaration to annex into the Declaration any or all of the property shown on the Sector III Plat (the "Sector III Property"). Developer desires to amend the Declaration in accordance with the terms and conditions hereof.

Agreement:

NOW THEREFORE, Developer, as the "Developer" under the Declaration and the owner of the Sector III Property, hereby amends the Declaration as follows:

1. Capitalized Terms. Capitalized terms used herein unless otherwise defined herein shall have the meaning ascribed to such terms in the Declaration.

2. Recitals. The foregoing recitals are true and correct in all material respects and form an integral part of this Amendment, the same as if said recitals were included in the numbered paragraphs hereof.

3. Annexation of Sector III Property. The Sector III Property, including any improvements located thereon and hereafter constructed, is hereby annexed and subjected to the provisions of the Declaration, and such property shall be held, sold, transferred, conveyed, used, and occupied subject to the covenants, conditions, restrictions, easements, and terms set forth in the Declaration, as amended hereby. Upon the recording of this Amendment in the County Registry, each lot shown on the Sector III Plat shall be a "Lot" and all common areas shown on the Sector III Plat shall be "Common Area," as those terms are defined in the Declaration.

4. Continued Effectiveness. All of the applicable terms, conditions and provisions of the Declaration, as hereby supplemented and amended, are in all respects hereby ratified and reaffirmed, and the Declaration and this Amendment shall be read, taken, and construed as one and the same instrument. References in the Declaration and all exhibits thereto shall be deemed to be references to the Declaration as amended by this Amendment.

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IN WITNESS WHEREOF, Developer has executed this Amendment by and through its duly authorized representatives as of the Effective Date.

**DEVELOPER:**

**D.R. HORTON, INC. – BIRMINGHAM**, an  
Alabama corporation

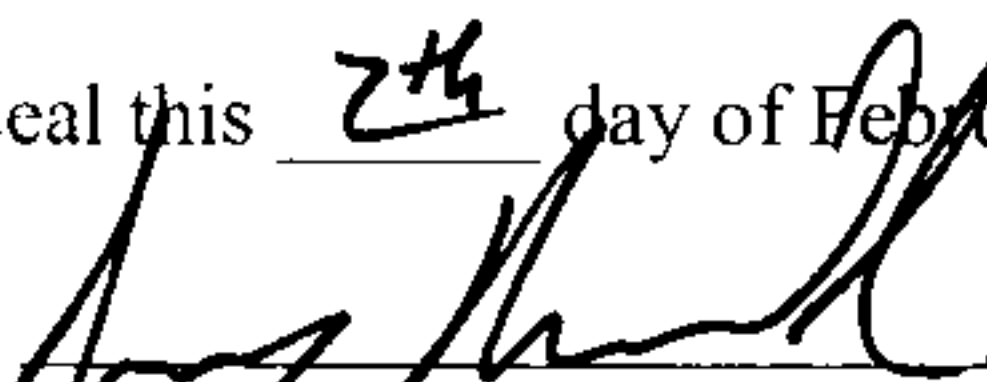

By:   
Andrew J. Hancock  
As Its Division President


STATE OF ALABAMA  
COUNTY OF Shelby

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Andrew J. Hancock, whose name as Division President of D.R. Horton, Inc. – Birmingham, an Alabama 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 the instrument, he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal this 2<sup>th</sup> day of February, 2017.

{AFFIX SEAL}

  
NOTARY PUBLIC  
My Commission Expires:  JERRY HOWARD, JR.  
My Commission Expires  
November 7, 2019

  
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