

THIS INSTRUMENT PREPARED BY:

Christopher M. Gill, Esq.

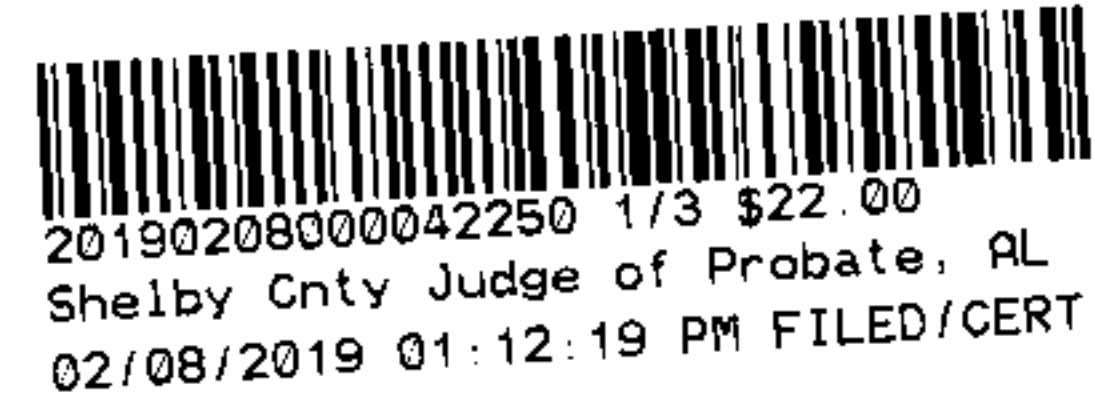
Hand Arendall Harrison Sale LLC

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Mobile, Alabama 36601

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STATE OF ALABAMA:

COUNTY OF SHELBY:

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

THIS SEVENTH AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS FOR POLO CROSSINGS AND THE VILLAGE AT POLO CROSSINGS (this "Amendment") is made this 22nd day of January, 2019 (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").

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 (the "Third Amendment") 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 "Fourth Amendment").

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 further amended the Initial Declaration pursuant to that certain Fifth Amendment to Covenants, Conditions and Restrictions for Polo Crossings and The Village at Polo Crossings recorded at Instrument Number 2017020800047870 in the County Registry (the "Fifth Amendment") and that certain Sixth Amendment to Covenants, Conditions and Restrictions for Polo Crossings and The Village at Polo Crossings recorded at Instrument Number 20180129000029900 in the County Registry (the "Sixth Amendment"; the Original Declaration, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and the Sixth Amendment are sometimes herein collectively referred to as the "Declaration"). 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 all of the property that is the subject of the Sector IV Plat and the owner of all of the property that is the subject of the Village Plat, 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. Amendment of Section 6.20. The Declaration is hereby amended by deleting subparagraph (b) of Section 6.20 of the Declaration in its entirety and inserting in lieu thereof the following:

(b) Trash, garbage and any other refuse or waste shall not be kept on any Lot except in sanitary containers or garbage compactor units. Except as is expressly provided in this subparagraph (b) to the contrary, (i) with respect to all of the Lots shown on the subdivision plat of the The Village at Polo Crossings Sector I recorded at Map Book 39, Page 42A (the "Townhome Lots"), trash cans and containers shall be kept away from the curb of the street as close to the home constructed on such Townhome Lot as possible, and (ii) with respect to all Lots other than the Townhome Lots, trash cans and containers shall at all times be kept at the rear of or inside a dwelling and shall be screened from view from streets and adjacent Lots and dwellings by appropriate landscaping or fencing approved by the ARC. Notwithstanding the foregoing, trash cans and containers may be moved to the curb of the street in front of any dwelling on or after 6:00 p.m. on the day prior to trash collection day for such Lot and shall be removed from the curb of the street no later than 6:00 p.m. on the day of trash collection for such Lot

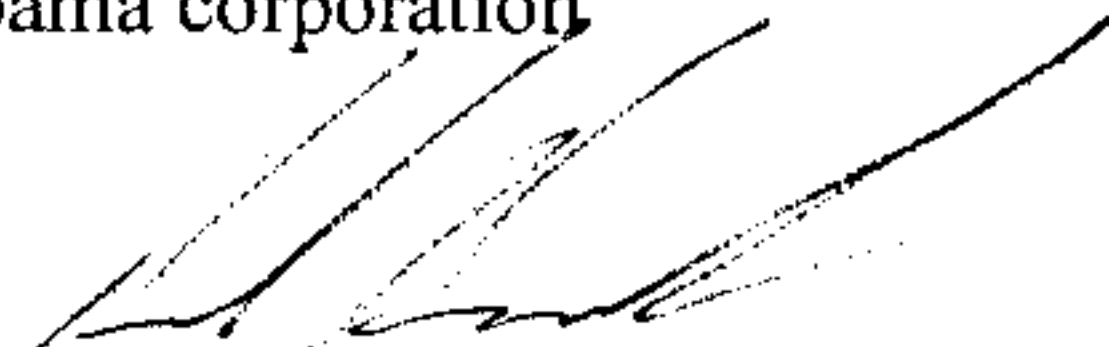
and shall thereafter be stored in accordance with the immediately preceding sentence. Owners shall not use any garbage disposal containers of the Developer for trash disposal.

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.

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

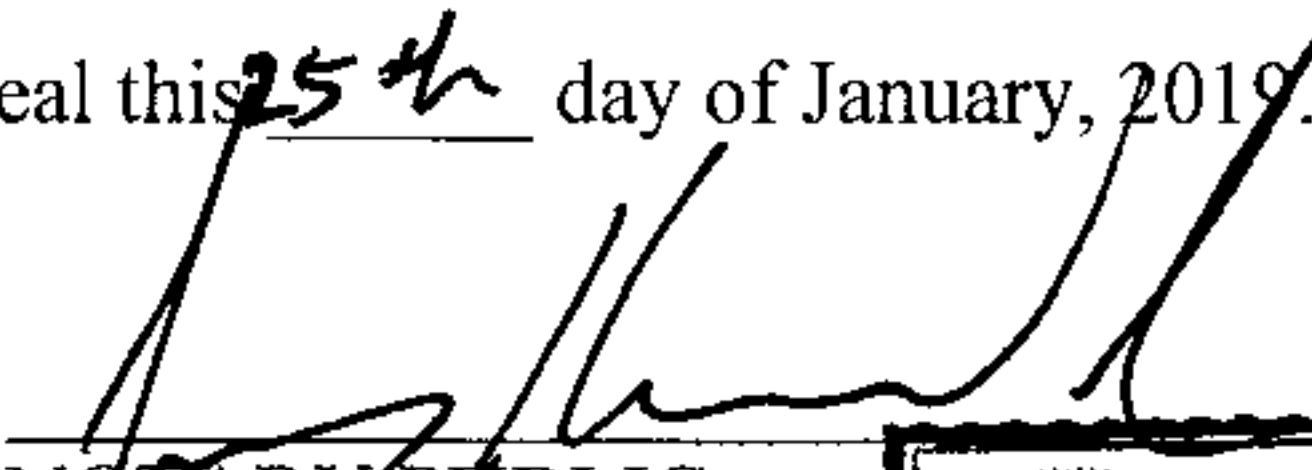
By: 
Andrew Hancock
As Its Division President

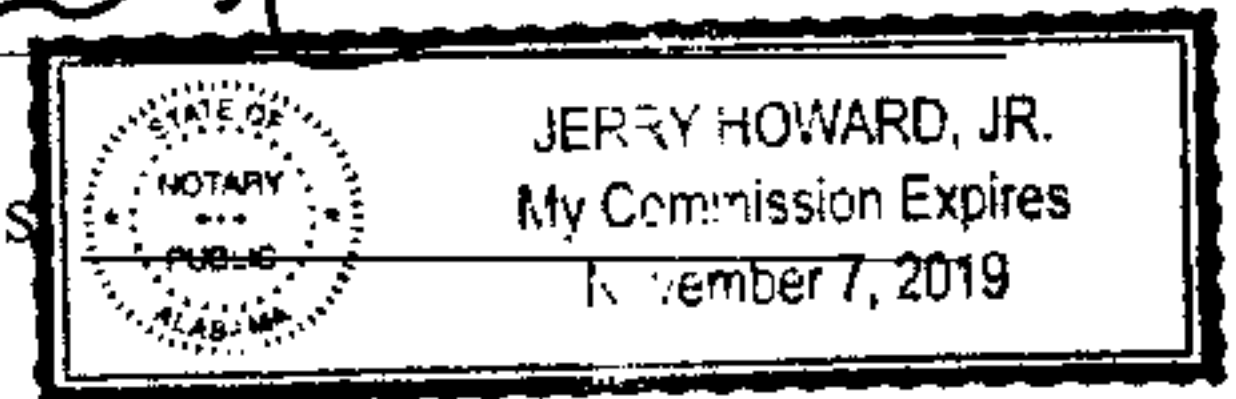
STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Andrew 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 25th day of January, 2019.

{AFFIX SEAL}


NOTARY PUBLIC
My Commission Expires




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Shelby Cnty Judge of Probate, AL
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