SECOND AMENDMENT TO BLACKRIDGE RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SECOND AMENDMENT TO BLACKRIDGE RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment") is made and entered into as of the 4th day of December, 2017 by BLACKRIDGE PARTNERS, LLC, an Alabama limited liability company ("Developer").

RECITALS:

Developer has heretofore caused certain real property to be submitted to the terms and provisions of the Blackridge Residential Declaration of Covenants, Conditions and Restrictions dated as of December 4, 2017 which has been recorded as Instrument 20171204000433480 in the Office of the Judge of Probate of Shelby County, Alabama, as amended by First Amendment thereto dated December 4, 2017 and recorded as Instrument 20171204000433490 in said Probate Office (collectively, the "Declaration"). Capitalized terms not otherwise expressly defined herein shall have the same meaning given to them in the Declaration.

Pursuant to Section 10.02 of the Declaration, Developer desires to amend the Declaration in order to properly reflect the width of the Lake Buffer Area on each Lake Lot.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby agree as follows:

- 1. <u>Lake Buffer Area.</u> Section 1.23 of the Declaration is deleted in its entirety and the following is substituted in lieu thereof:
 - "1.23 <u>Lake Buffer Area</u>. The term "Lake Buffer Area" shall mean with respect to each Lake Lot, an area twenty-five (25) feet in width running along the rear Lot line of each Lake Lot. Lake Buffer Areas are <u>not</u> Common Areas."
- 2. <u>Full Force and Effect</u>. Except as expressly modified and amended by this Amendment, all of the terms and provisions of the Declaration shall remain in full force and effect and are hereby ratified, confirmed and approved.

[Signatures on the following pages]

20171219000452060 1/2 \$18.00 Shelby Cnty Judge of Probate: AL

Shelby Cnty Judge of Probate: AL 12/19/2017 01:46:20 PM FILED/CERT IN WITNESS WHEREOF, Developer has caused this Amendment to be executed as of the day and year first above written.

		BLACKRIDGE PARTNERS, LLC, an Alabama limited liability company
		By:
		Printed Name: Scott Polyton Title: Scott Rohren
STATE OF ALABAMA)	
COUNTY OF JEFFERSON)	
instrument, and who is known to of the contents of said instrument authority, executed the same vol	o me, ack ent, he, as luntarily fo	limited liability company, is signed to the foregoing nowledged before me on this day that, being informed such the foregoing and with full or and as the act of such limited liability company. seal this the 37 day of December, 2017.
		Notary Public My Commission Expires: 04-18 2020
		LINDA'S MAYO Notary Public, Alabama State At Large My Commission Expires April 18, 2020

This instrument prepared by Stephen R. Monk, Esq. Bradley Arant Rose & White LLP One Federal Place 1819 Fifth Avenue North Birmingham, AL 35203-2104 (205) 521-8000

20171219000452060 2/2 \$18.00 20171219000452060 2/2 \$18.00 Shelby Cnty Judge of Probate, AL 12/19/2017 01:46:20 PM FILED/CERT