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

THIS FIFTH AMENDMENT TO BLACKRIDGE RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment") is made and entered into as of the 15th day of OCTOBER, 2019 by BLACKRIDGE PARTNERS, LLC, an Alabama limited liability company ("Developer").

R E C I T A L S:

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, (i) as amended by First Amendment thereto dated December 4, 2017 and recorded as Instrument 20171204000433490 in said Probate Office; (ii) as amended by First Amendment thereto dated December 14, 2017 and recorded as Instrument 20171219000452060 in said Probate Office; (iii) as amended by Third Amendment thereto dated September 26, 2018 and recorded as Instrument 20180926000344020 in said Probate Office, and (iv) as amended by Fourth Amendment thereto dated September 26, 2018 and recorded as Instrument 20180926000344030 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.

Developer is the owner of that certain real property (the "Additional Property") situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

Pursuant to Section 2.02 of the Declaration, Developer desires to submit the Additional Property to all of the terms and provisions of the Declaration.

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. Additional Property. Pursuant to the terms and provisions of Section 2.02 of the Declaration, Developer does hereby declare that the Additional Property described in Exhibit A hereto shall be and hereby is submitted to all of the terms and provisions of the Declaration and that the Additional Property shall be held, developed, improved, transferred,

sold, conveyed, leased, occupied and used subject to all of the easements, covenants, conditions, restrictions, Assessments, charges, liens and regulations set forth in the Declaration, which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in any portion of the Additional Property and their respective heirs, executors, administrators, personal representatives, successors and assigns. From and after the date hereof, all references in the Declaration to the Property shall mean and include the Additional Property described in Exhibit A hereto, the original Property described in the Declaration, and any other Additional Property which has been added to the terms and provision of the Declaration

2. **Full Force and Effect.** 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]



20191023000390520 2/5 \$34.00
Shelby Cnty Judge of Probate, AL
10/23/2019 01:18:03 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

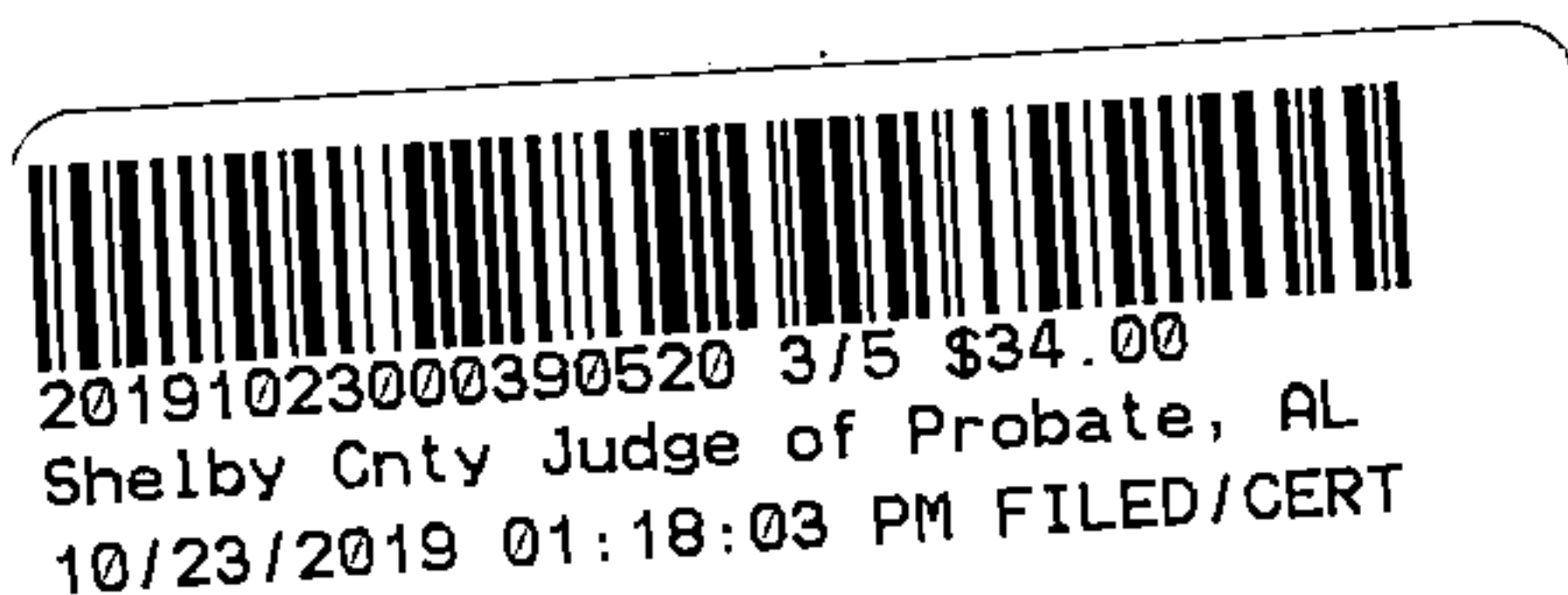
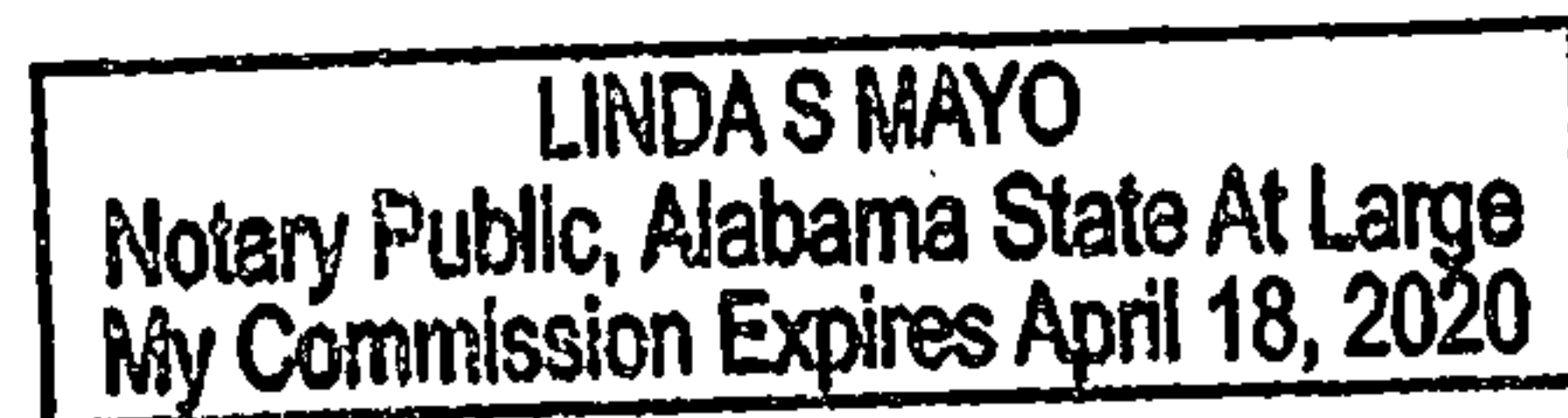
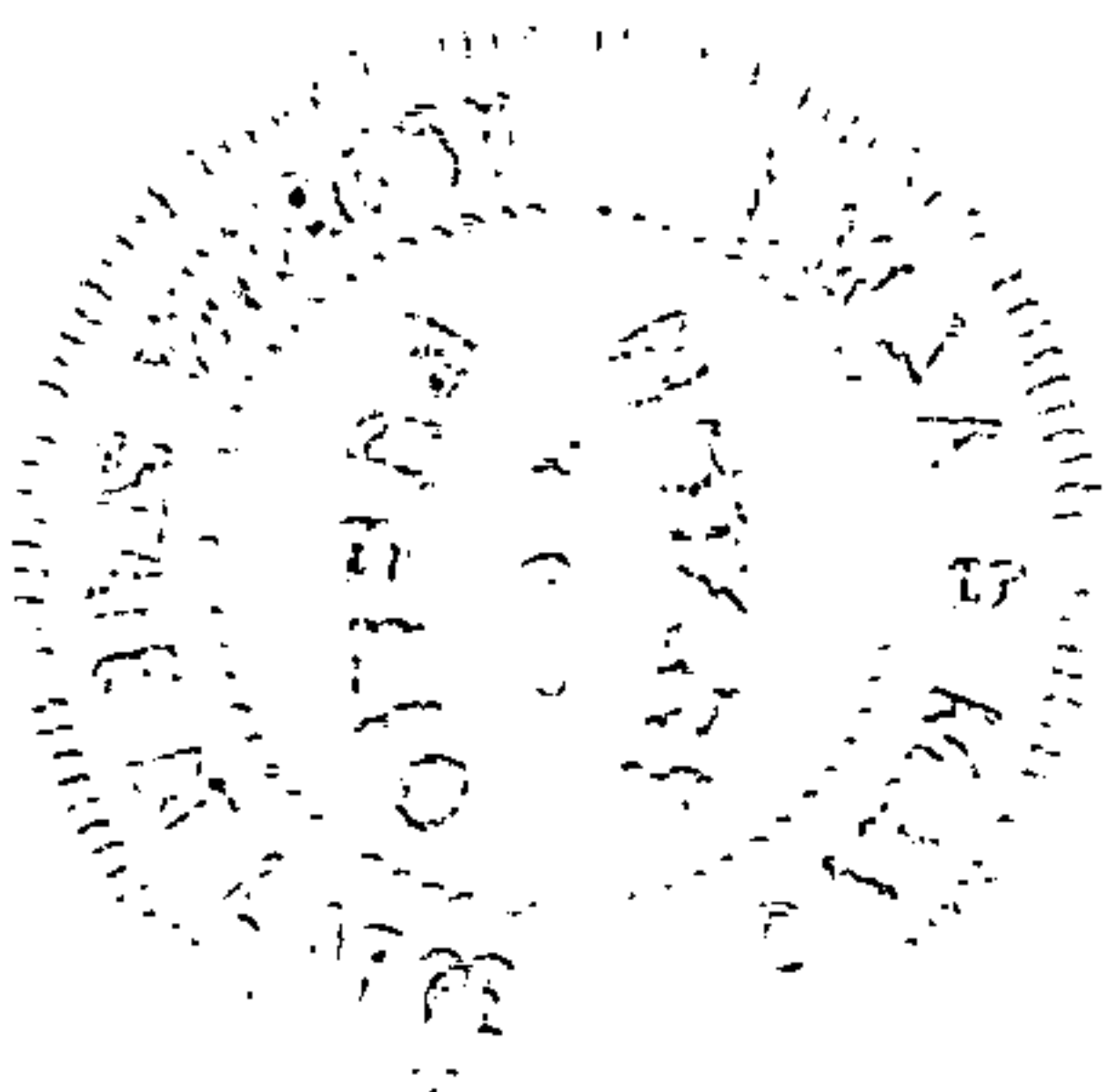
By: [Signature]
Printed Name: Scott Rohrer
Title: VP

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Scott Rohrer whose name as VP of Blackridge Partners, 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 VP and with full authority, executed the same voluntarily for and as the act of such limited liability company.

Given under my hand and official seal this the 15th day of October, 2019.

[Signature: Linda S Mayo]
Notary Public
My Commission Expires: 04-18-2020



IN WITNESS WHEREOF, The undersigned Mortgagee hereby joins in and consents to the terms and provisions of the foregoing Fourth Amendment to Declaration of Covenants, Conditions and Restrictions of the Blackridge Residential Subdivision Phase 2 and agrees that the Property is subject to all terms and conditions of the Declaration for all purposes.

MORTGAGEE:


By: [Signature]
Its: SR VICE President

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Ben Hendrix, whose name as Sr. VP of, Trustmark whose name is signed to the foregoing instrument is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said Bank.

Given under my hand and seal this 15th day of October, 2018.

Greta Fuller Gutshall
Notary Public
My commission expires: 2-2-22


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Shelby Cnty Judge of Probate, AL
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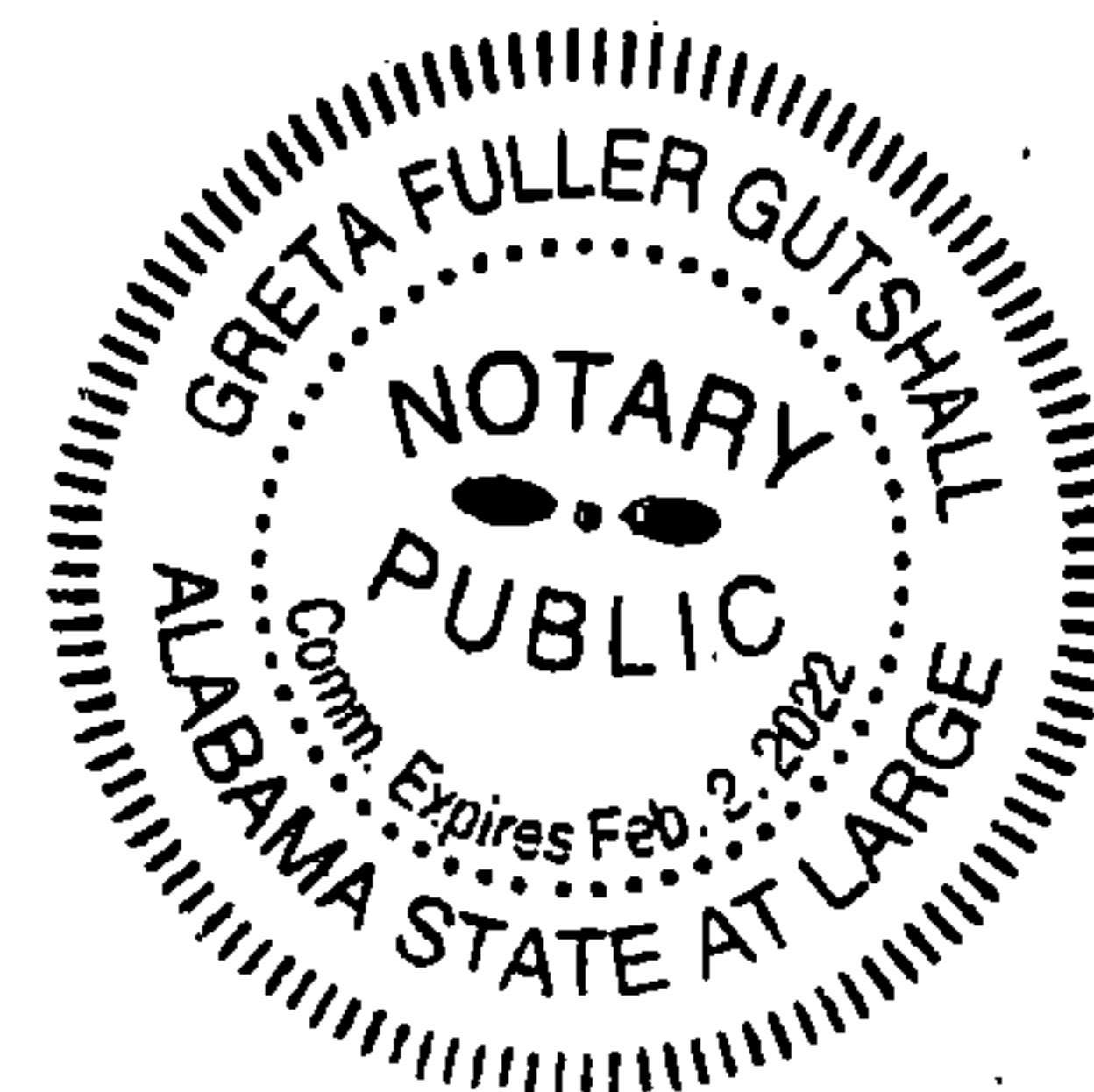


EXHIBIT A

Legal Description of Additional Property

Final Plat of the Residential Subdivision of Blackridge Phase 2, as recorded in the Office of the Judge of Probate for Shelby County, Alabama in Map Book 51, Page 63.



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