



20211011000494730 1/9 \$51.00  
Shelby Cnty Judge of Probate, AL  
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**SIXTH AMENDMENT TO  
BLACKRIDGE RESIDENTIAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

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THIS SIXTH AMENDMENT TO BLACKRIDGE RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment") is made and entered into as of the 11<sup>th</sup> day of October, 2021 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; as amended by (i) First Amendment thereto dated December 4, 2017 and recorded as Instrument # 20171204000433490 in said Probate Office, as further amended by (ii) Second Amendment thereto dated December 19, 2017 and recorded as Instrument # 20171219000452060 in said Probate Office, as further amended by (iii) Third Amendment thereto dated September 26, 2018 and recorded as Instrument # 20180926000344020 in said Probate Office, as further amended by (iv) Fourth Amendment thereto dated September 26, 2018 and recorded as Instrument # 20180926000344030 in said Probate Office, and as further amended by (v) Fifth Amendment thereto dated October 15, 2019 and recorded as Instrument # 20191023000390520 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,



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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]



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IN WITNESS WHEREOF, Developer has caused this Amendment to be executed as of the day and year first above written.

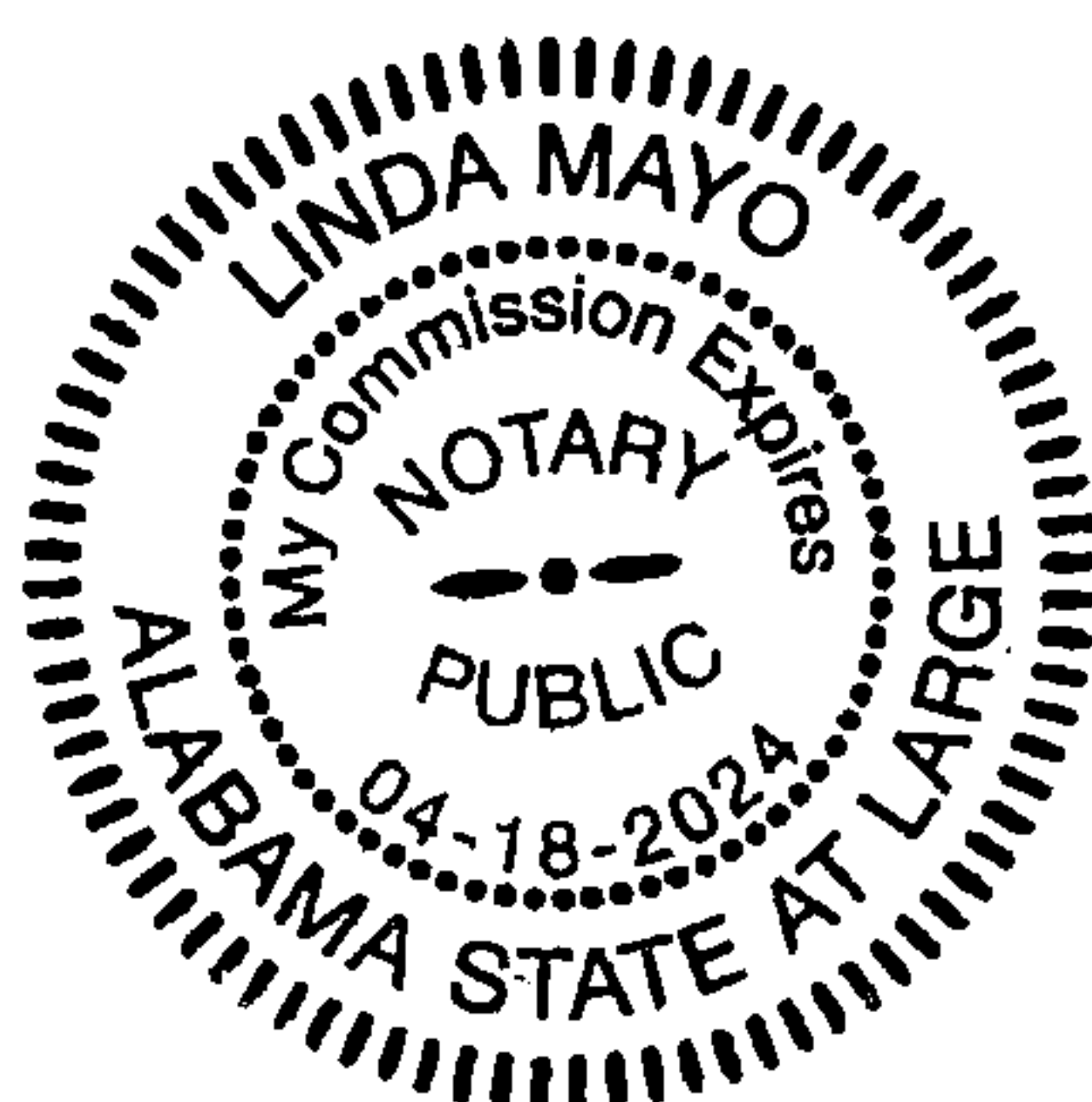
**BLACKRIDGE PARTNERS, LLC**, an Alabama limited liability company

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 24<sup>th</sup> day of August, 2021.



Linda Mayo  
 Notary Public  
 My Commission Expires: 04-18-2024





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**CONSENT OF ASSOCIATION**

The undersigned, Blackridge Residential Association, Inc., an Alabama nonprofit corporation, has joined in the execution of this Declaration in order to consent to and agree to be bound by all of the terms and provisions of this Declaration.

Dated as of the 11<sup>th</sup> day of October, 2021.

**BLACKRIDGE RESIDENTIAL  
 ASSOCIATION, INC.,**  
 an Alabama nonprofit corporation

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

STATE OF ALABAMA )  
 :  
 COUNTY OF SHELBY )

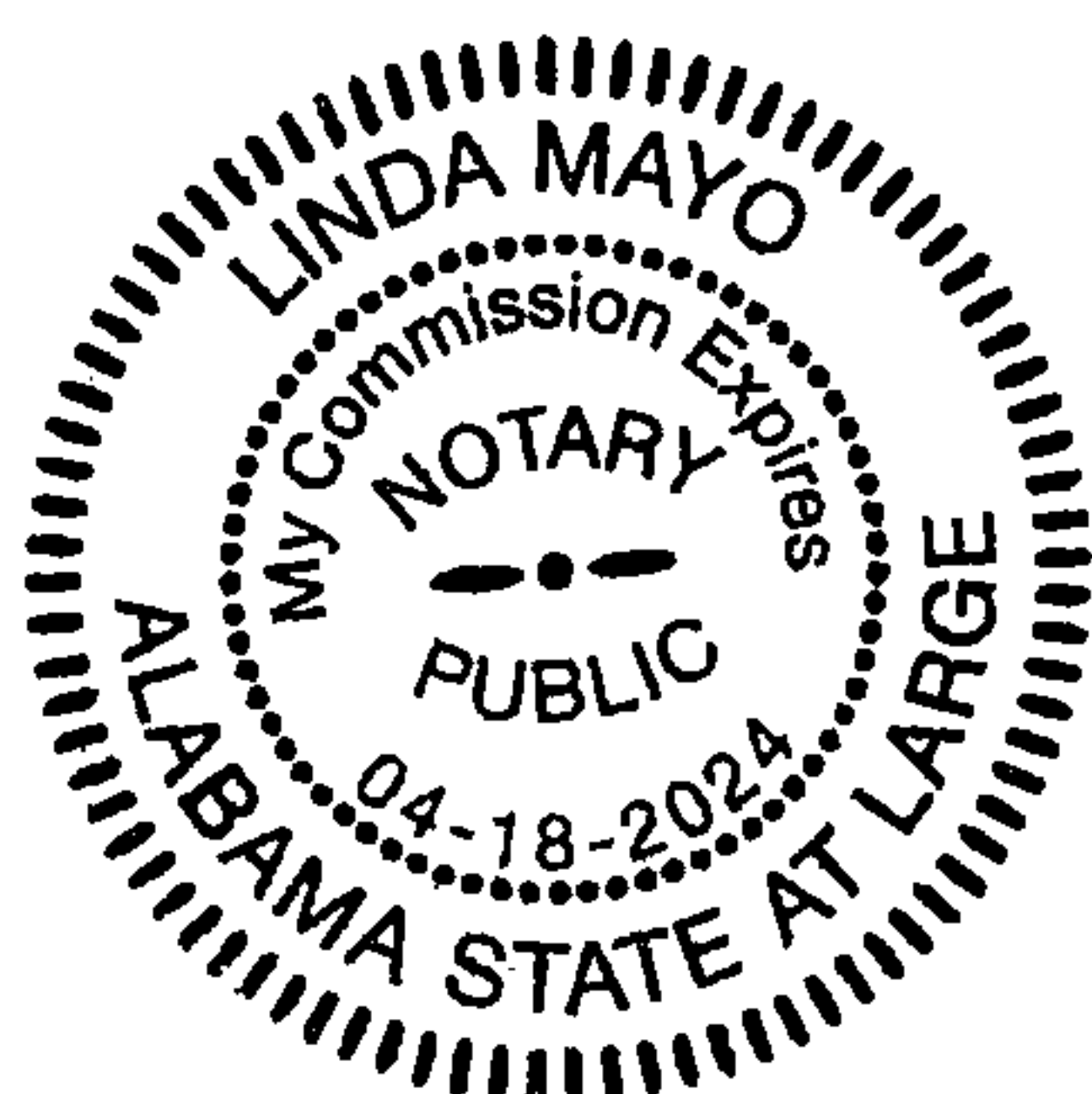
I, the undersigned, a notary public in and for said county in said state, hereby certify that Scott Rohrer, whose name as VP of Blackridge Residential Association, Inc., an Alabama nonprofit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said nonprofit corporation.

Given under my hand and official seal this 24<sup>th</sup> day of August, 2021.

[Signature]  
 Notary Public

My commission expires: 04-18-2024

[NOTARIAL SEAL]





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## CONSENT OF MORTGAGEE

THIS CONSENT OF MORTGAGEE (this "Consent") is made and entered into as of the 11<sup>th</sup> day of October, 2021 by TRUSTMARK BANK, a national banking association ("Mortgagee").

### **RECITALS:**

Mortgagee is the holder of that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement dated as of August 31, 2018, executed by Blackridge Partners, LLC, an Alabama limited liability company ("Mortgagor"), recorded as Instrument Number 20180831000315070 in the Office of the Judge of Probate of Shelby County, Alabama, as the same may be amended from time to time (collectively, the "Mortgage").

The Mortgage encumbers various real property including all of the Property, as defined, and described in the Declaration (as defined below).

Mortgagee desires to (a) consent to the execution by Mortgagor of the Sixth Amendment to Abingdon by the River Declaration of Covenants, Conditions and Restrictions dated as of October 11, 2021 (the "Declaration") which is being recorded contemporaneously herewith and to which this Consent is attached and made a part thereof and (b) agree that, following the foreclosure of the Mortgage, the rights and interests of all of the parties to the Declaration shall not be affected thereby. *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee does hereby covenant and agree as follows:

1. Mortgagee does hereby consent to the execution of the Declaration.
2. Mortgagee does hereby agree that, upon and after a foreclosure of the Mortgage, the granting of any deed in lieu of foreclosure or the taking of any other action by Mortgagee under the Mortgage which results in Mortgagee acquiring title to or any interest in the Property (collectively, a "Foreclosure Action"), then (a) the Declaration and all of the rights and privileges under the Declaration shall not be affected or disturbed by virtue of such Foreclosure Action, but shall continue in full force and effect, (b) each and every party to the Declaration and their respective successors and assigns shall continue to have the right to enjoy all of the rights and privileges set forth in the Declaration without any interference by any person claiming by, through or under Mortgagee, (c) Mortgagee or any purchaser at foreclosure, as applicable, shall succeed to the interests of Mortgagor under the Declaration and shall be bound by all of the terms and provisions of the Declaration; provided, however, that in no event shall Mortgagee (or any purchaser at foreclosure) be bound by any amendments or modifications to the Declaration not consented to in writing by Mortgagee and (d) Mortgagee (or any purchaser at foreclosure) shall execute any documents or instruments reasonably requested by any of the parties to the Declaration





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and their respective successors and assigns to confirm that all of the terms and provisions of the Declaration shall continue in full force and effect following any such Foreclosure Action.

IN WITNESS WHEREOF, Mortgagee has executed this Consent as of the day and year first above written.

TRUSTMARK BANK

By: [Signature]  
 Printed Name: BEN HENDRIX  
 Title: SVP

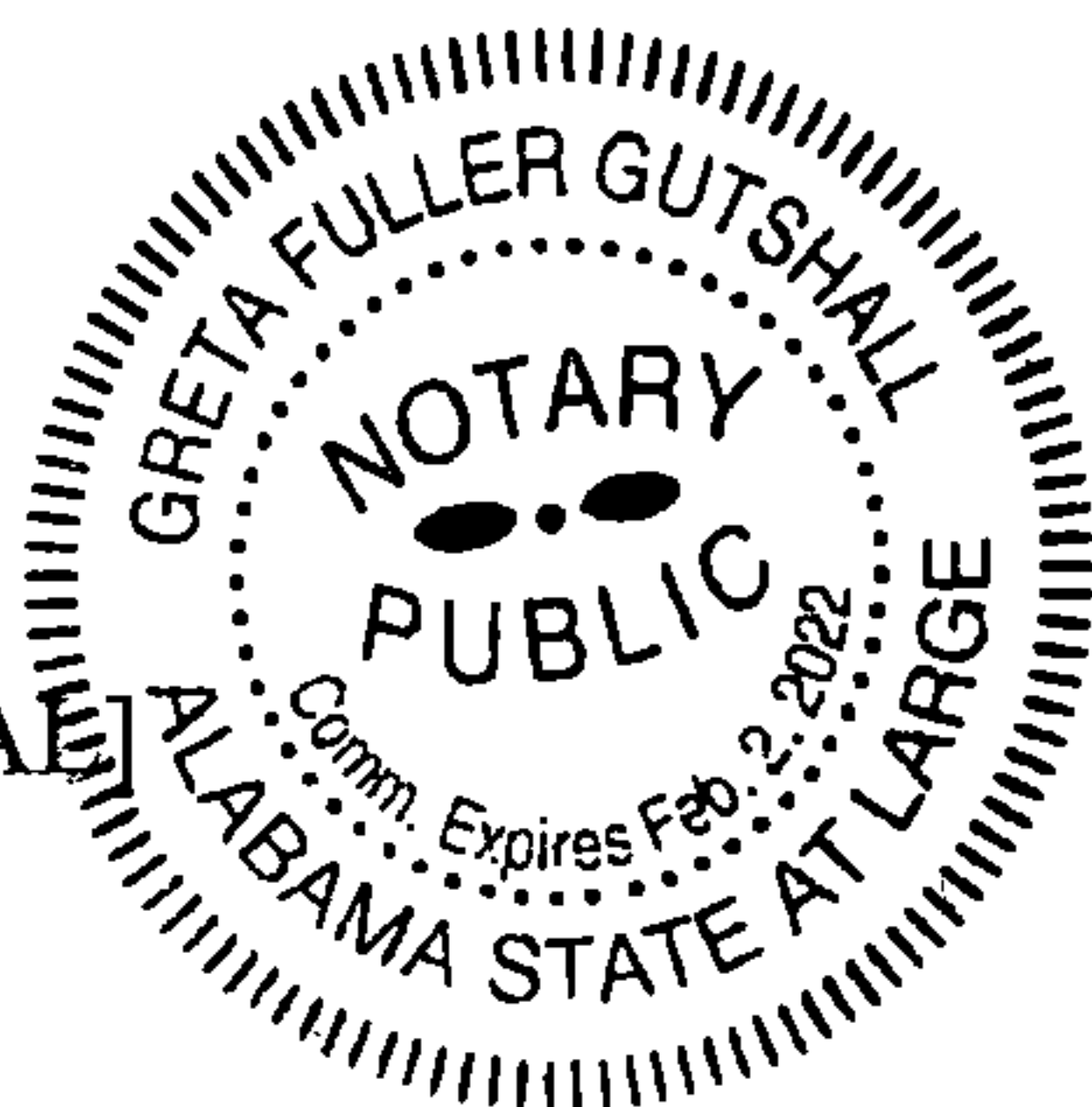
STATE OF ALABAMA )  
 :  
 COUNTY OF JEFFERSON )

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Ben Hendrix, whose name as Sr. Vice President of Trustmark National Bank, a National Banking Corporation, and who 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 National Banking Corporation

Given under my hand and seal this 31<sup>st</sup> day of August, 2021.

[

NOTARY SEAL



Greta Fuller Gutshall  
 Notary Public  
 My commission expires: 2-2-2022

This instrument prepared by:  
 SB Dev. Corp.  
 3545 Market Place  
 Hoover, AL 35226  
 205 989-5588



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## **EXHIBIT A**

### Legal Description of Additional Property

Final Plat of the Residential Subdivision of Blackridge Phase 4, as recorded in the Office of the Judge of Probate for Shelby County, Alabama in Map Book 53, Page 59A and 59B.



# Blackridge Phase 4

Being a subdivision of acreage located in the SE 1/4 of Section 5,  
& the NE 1/4 of Section 8, Township 20 South, Range 3 West,  
in the City of Hoover, Shelby County, Alabama

SCALE: 1" = 100'  **GRAPHIC SCALE** **OCTOBER 14, 2020**

**DEVELOPER: BLACKRIDGE PARTNERS, LLC**

3545 MARKET STREET  
HOOVER, ALABAMA 35226  
(205) 989-5583

**ENGINEER: ALABAMA ENGINEERING COMPANY, INC.**

1214 ALFORD AVENUE, SUITE 200  
HOOVER, ALABAMA 35226  
(205) 803-2161

ALL ROADS IN THIS SUBDIVISION ARE PRIVATE AND WILL BE  
MAINTAINED BY THE BLACKRIDGE RESIDENTIAL ASSOCIATION, INC.

APPROVED IN FORMAT ONLY:


  
DIRECTOR OF ENVIRONMENTAL SERVICES

11/24/2020  
DATE

Environmental Services Department approval indicates that this document has been reviewed for provision of  
future or existing sanitary sewers; however this does not mean sanitary sewers have been built or will be built  
in the future. Any change in the Right of Way or Easement boundaries after this date may VOID this approval.

  
CITY CLERK/CITY OF HOOVER

11/24/2020  
DATE

  
CITY ENGINEER

11-24-20  
DATE

  
CHAIRMAN, PLANNING AND ZONING

11-24-20  
DATE

NOTES:  
ALL MINIMUM SETBACKS ARE PER BLACKRIDGE PUD  
FRONT: 35' MINIMUM  
REAR: 35' MINIMUM  
SIDE: 10' MINIMUM  
THIS SUBDIVISION IS ZONED BLACKRIDGE PUD PR-1  
SEE SHEET 2 FOR EASEMENT DIMENSIONS

STATE OF ALABAMA  
SHELBY COUNTY

I, ROBERT W. EASLEY, IV, A REGISTERED SURVEYOR IN THE STATE OF ALABAMA, AND THE UNDERSIGNED AS AN  
AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE LANDS SHOWN HEREON, HEREBY STATE THAT THIS PLAT  
OR MAP WAS MADE PURSUANT TO A SURVEY MADE BY SAID SURVEYOR AND THAT SAID SURVEY AND THIS PLAT  
OR MAP WERE MADE AT THE INSTANCE OF SAID OWNER, SAID SURVEYOR, FURTHER STATES THAT  
THIS PLAT OR MAP IS A TRUE AND CORRECT MAP OF LANDS SHOWN THEREON AND KNOWN OR TO BE KNOWN  
AS BLACKRIDGE PHASE 4 SHOWING THE DIVISIONS INTO WHICH IT IS PROPOSED TO DIVIDE SAID LANDS, GIVEN THE  
LENGTH AND BEARINGS OF THE BOUNDARIES OF EACH LOT AND ITS NUMBER, SHOWING THE STREETS, ALLEYS, AND  
PUBLIC LANDS GIVEN THE BEARINGS, LENGTH, WIDTH AND NAME OF EACH STREET, AS WELL AS THE NUMBER OF EACH  
LOT AND BLOCK, AND SHOWING THE RELATION OF LANDS TO THE GOVERNMENT SURVEY AND  
THAT IRON PINS HAVE BEEN INSTALLED AT ALL LOT CORNERS AS SHOWN AND DESIGNATED BY SMALL OPEN  
CIRCLES ON SAID MAP OR PLAT. SAID OWNER ALSO CERTIFIES THAT IT IS THE OWNER OF SAID LANDS AND THAT  
THE SAME ARE NOT SUBJECT TO ANY MORTGAGE EXCEPT A MORTGAGE HELD BY TRUSTMARK BANK.

I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN  
ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN  
THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Robert W. Easley, IV, PLS  
Surveyor Reg. No. 38795

11/19/2020  
DATE

By   
For Blackridge Partners, LLC.

EACH LOT OWNER IS RESPONSIBLE FOR VERIFYING SOIL CONDITIONS PRIOR TO ANY FURTHER  
CONSTRUCTION ON THEIR LOT. SOIL OUTSIDE OF THE FOOTPRINT OF THE ORIGINAL HOUSE  
LOCATION MAY NOT BE SUITABLE TO SUPPORT HOUSE ADDITIONS, SWIMMING POOLS, ETC.  
BEFORE ANY FUTURE CONSTRUCTION IS PERFORMED, THE LOT OWNER SHOULD CONSULT A  
QUALIFIED GEOTECHNICAL ENGINEER TO DETERMINE IF SOILS ARE SUITABLE FOR THE PROPOSED  
CONSTRUCTION. EACH LOT OWNER IS RESPONSIBLE FOR VERIFYING SOIL CONDITIONS PRIOR TO  
ANY FURTHER CONSTRUCTION ON THEIR LOT. SOIL OUTSIDE OF THE FOOTPRINT OF THE ORIGINAL HOUSE  
LOCATION MAY NOT BE SUITABLE TO SUPPORT HOUSE ADDITIONS, SWIMMING POOLS, ETC.  
BEFORE ANY FUTURE CONSTRUCTION IS PERFORMED, THE LOT OWNER SHOULD CONSULT A  
QUALIFIED GEOTECHNICAL ENGINEER TO DETERMINE IF SOILS ARE SUITABLE FOR THE PROPOSED  
CONSTRUCTION.



CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	150.00'	13.09'	4° 59' 47"
C2	150.00'	13.09'	4° 59' 47"
C3	150.00'	13.09'	4° 59' 47"
C4	150.00'	13.09'	4° 59' 47"
C5	150.00'	13.09'	4° 59' 47"
C6	150.00'	13.09'	4° 59' 47"
C7	150.00'	13.09'	4° 59' 47"
C8	150.00'	13.09'	4° 59' 47"
C9	150.00'	13.09'	4° 59' 47"
C10	150.00'	13.09'	4° 59' 47"
C11	150.00'	13.09'	4° 59' 47"
C12	150.00'	13.09'	4° 59' 47"
C13	150.00'	13.09'	4° 59' 47"
C14	150.00'	13.09'	4° 59' 47"
C15	150.00'	13.09'	4° 59' 47"
C16	150.00'	13.09'	4° 59' 47"
C17	150.00'	13.09'	4° 59' 47"
C18	150.00'	13.09'	4° 59' 47"
C19	150.00'	13.09'	4° 59' 47"
C20	150.00'	13.09'	4° 59' 47"
C21	150.00'	13.09'	4° 59' 47"
C22	150.00'	13.09'	4° 59' 47"
C23	150.00'	13.09'	4° 59' 47"
C24	150.00'	13.09'	4° 59' 47"
C25	150.00'	13.09'	4° 59' 47"
C26	150.00'	13.09'	4° 59' 47"
C27	150.00'	13.09'	4° 59' 47"
C28	150.00'	13.09'	4° 59' 47"
C29	150.00'	13.09'	4° 59' 47"
C30	150.00'	13.09'	4° 59' 47"
C31	150.00'	13.09'	4° 59' 47"
C32	150.00'	13.09'	4° 59' 47"
C33	150.00'	13.09'	4° 59' 47"
C34	150.00'	13.09'	4° 59' 47"
C35	150.00'	13.09'	4° 59' 47"
C36	150.00'	13.09'	4° 59' 47"
C37	150.00'	13.09'	4° 59' 47"
C38	150.00'	13.09'	4° 59' 47"
C39	150.00'	13.09'	4° 59' 47"
C40	150.00'	13.09'	4° 59' 47"
C41	150.00'	13.09'	4° 59' 47"
C42	150.00'	13.09'	4° 59' 47"
C43	150.00'	13.09'	4° 59' 47"
C44	150.00'	13.09'	4° 59' 47"
C45	150.00'	13.09'	4° 59' 47"
C46	150.00'	13.09'	4° 59' 47"
C47	150.00'	13.09'	4° 59' 47"
C48	150.00'	13.09'	4° 59' 47"
C49	150.00'	13.09'	4° 59' 47"
C50	150.00'	13.09'	4° 59' 47"
C51	150.00'	13.09'	4° 59' 47"

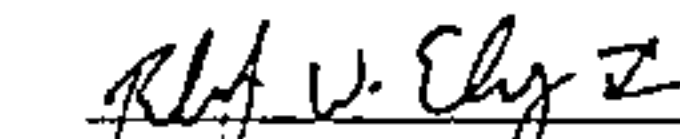
Plat Acknowledged by:

  
Ben Hendrix  
Trustmark Bank

State of Alabama  
Shelby County

I, the undersigned, a Notary Public in and for said County and State hereby certify that Ben Hendrix, whose name is signed  
as an authorized representative of Trustmark Bank, is signed to the foregoing plat, and who is known to me,  
acknowledged before me on this day that, being informed of the contents thereof, he as such persons and with  
full authority, executed the same voluntarily.

Given under my hand and seal this 19<sup>th</sup> day of NOVEMBER, 2020.

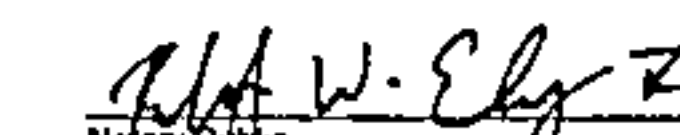
  
Notary Public

5/13/2022  
My Commission Expires

State of Alabama  
Shelby County

I, the undersigned, a Notary Public in and for said County and State hereby certify that Robert W. Easley, IV,  
whose name is signed as an authorized representative of Blackridge Partners, LLC, is signed to the foregoing plat, and who is known to me,  
acknowledged before me on this day that, being informed of the contents thereof, he executed the same voluntarily.

Given under my hand and seal this 19<sup>th</sup> day of NOVEMBER, 2020.

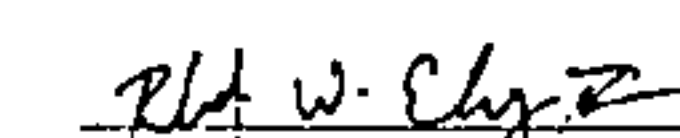
  
Notary Public

5/13/2022  
My Commission Expires

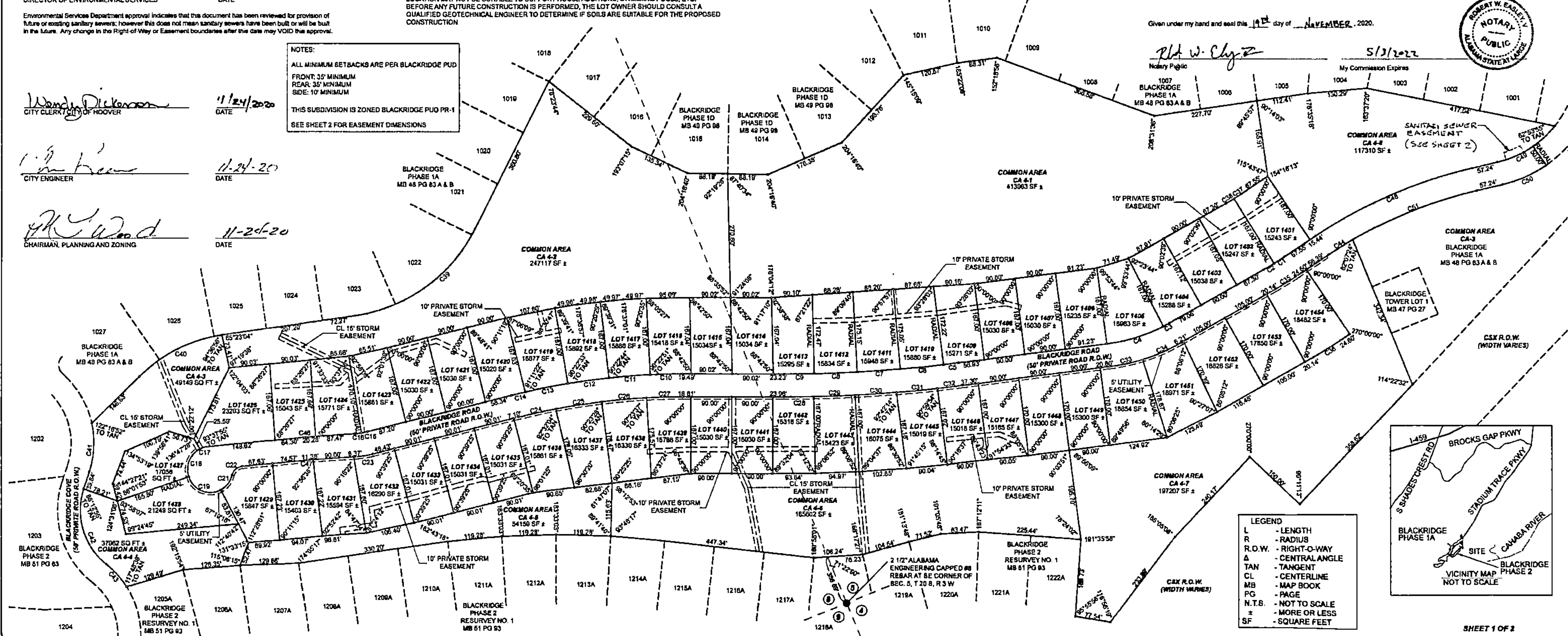
State of Alabama  
Shelby County

I, the undersigned, a Notary Public in and for said County and State hereby certify that SCOTT REHNER  
whose name is signed as an authorized representative of Blackridge Partners, LLC, is signed to the foregoing plat, and who is known to me,  
acknowledged before me on this day that, being informed of the contents thereof, he as such persons and with  
full authority, executed the same voluntarily.

Given under my hand and seal this 19<sup>th</sup> day of NOVEMBER, 2020.

  
Notary Public

5/13/2022  
My Commission Expires



LEGEND  
L - LENGTH  
R - RADIUS  
R.O.W. - RIGHT-OF-WAY  
A - CENTRAL ANGLE  
TAN - TANGENT  
CL - CENTERLINE  
MB - MAP BOOK  
PG - PAGE  
N.T.S. - NOT TO SCALE  
± - MORE OR LESS  
SF - SQUARE FEET



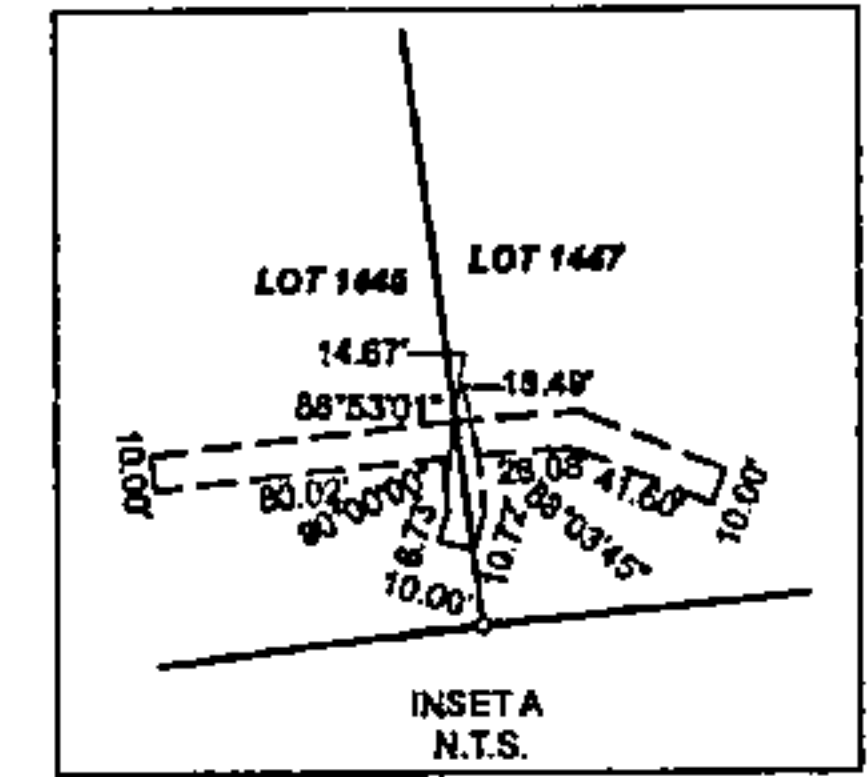
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# Blackridge Phase 4

Being a subdivision of acreage all located in the SE 1/4 of Section 5,  
& the NE 1/4 of Section 8, Township 20 South, Range 3 West,  
in the City of Hoover, Shelby County, Alabama

Map Book 53 Page 59B



SCALE: 1" = 100' OCTOBER 14, 2020

GRAPHIC SCALE

DEVELOPER: BLACKRIDGE PARTNERS, LLC

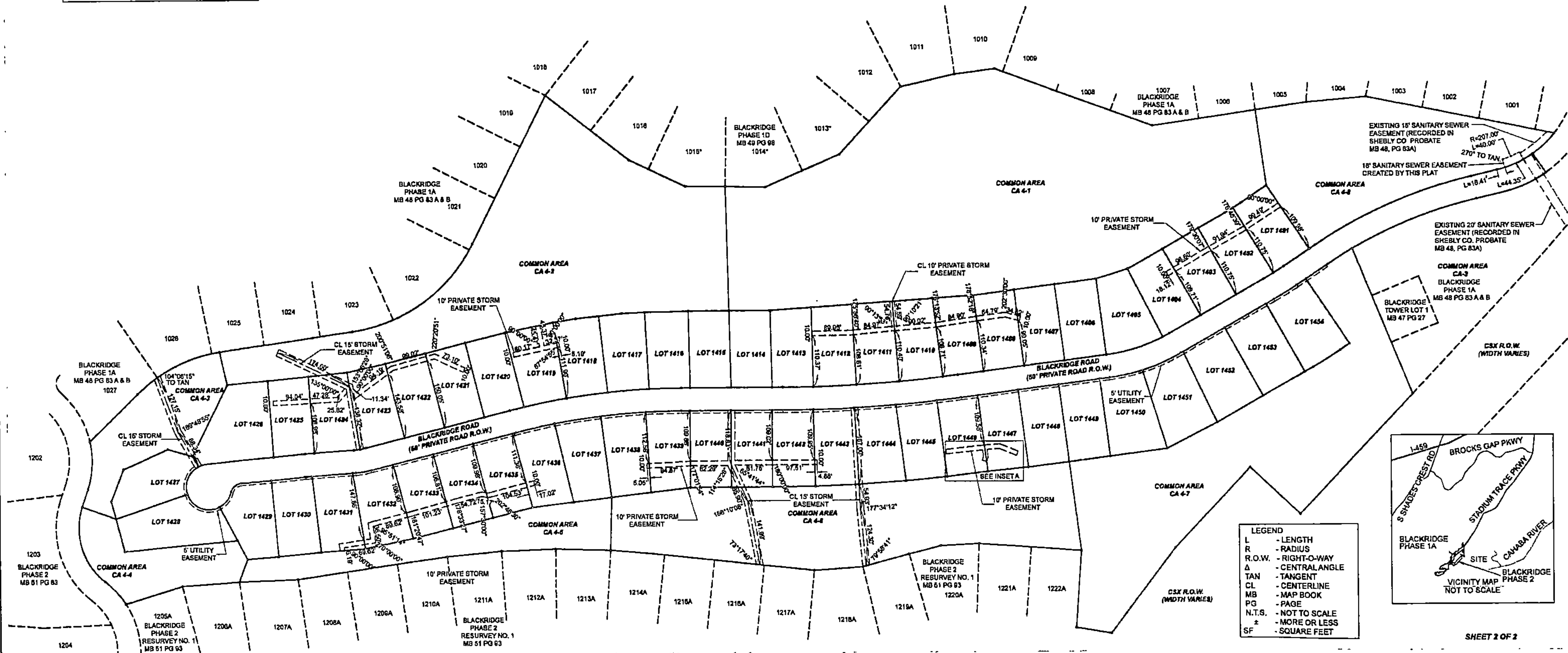
3545 MARKET STREET  
HOOVER, ALABAMA 35226  
(205) 969-5588

ENGINEER: ALABAMA ENGINEERING COMPANY, INC.

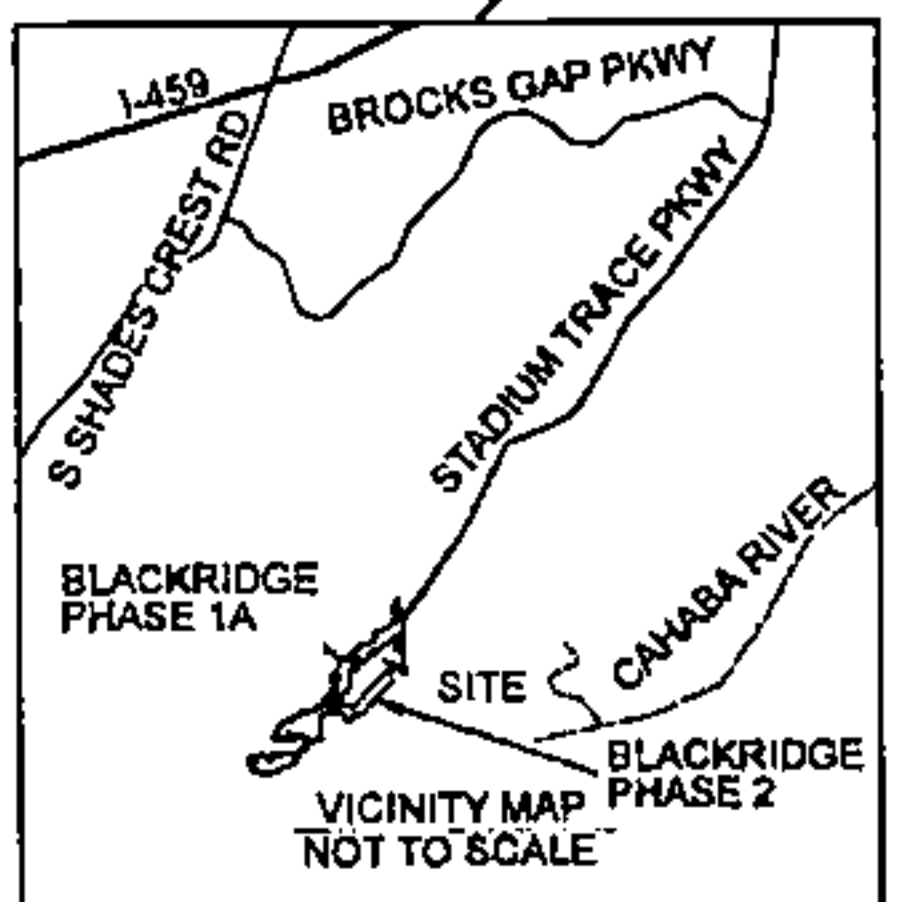
1214 ALFORD AVENUE, SUITE 200  
HOOVER, ALABAMA 35226  
(205) 803-2161



NOTES:  
THIS SHEET IS FOR EASEMENT DIMENSIONS ONLY.  
SEE SHEET 1 FOR LOT DIMENSIONS.



LEGEND  
L - LENGTH  
R - RADIUS  
R.O.W. - RIGHT-OF-WAY  
Δ - CENTRAL ANGLE  
TAN - TANGENT  
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N.T.S. - NOT TO SCALE  
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SHEET 2 OF 2



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