

**SEVENTH AMENDMENT TO  
BLACKRIDGE RESIDENTIAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS SEVENTH AMENDMENT TO BLACKRIDGE RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment") is made and entered into as of the 18<sup>th</sup> day of October, 2024 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 amended by (ii) Second Amendment thereto dated December 19, 2017 and recorded as Instrument # 20171219000452060 in said Probate Office, as amended by (iii) Third Amendment thereto dated September 26, 2018 and recorded as Instrument # 20180926000344020 in said Probate Office, as amended by (iv) Fourth Amendment thereto dated September 26, 2018 and recorded as Instrument # 20180926000344030 in said Probate Office, as amended by (v) Fifth Amendment thereto dated October 15, 2019 and recorded as Instrument # 20191023000390520 in said Probate Office, and as further amended by (v) Sixth Amendment thereto dated October 11, 2021 and recorded as Instrument # 20211011000494730 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,

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]



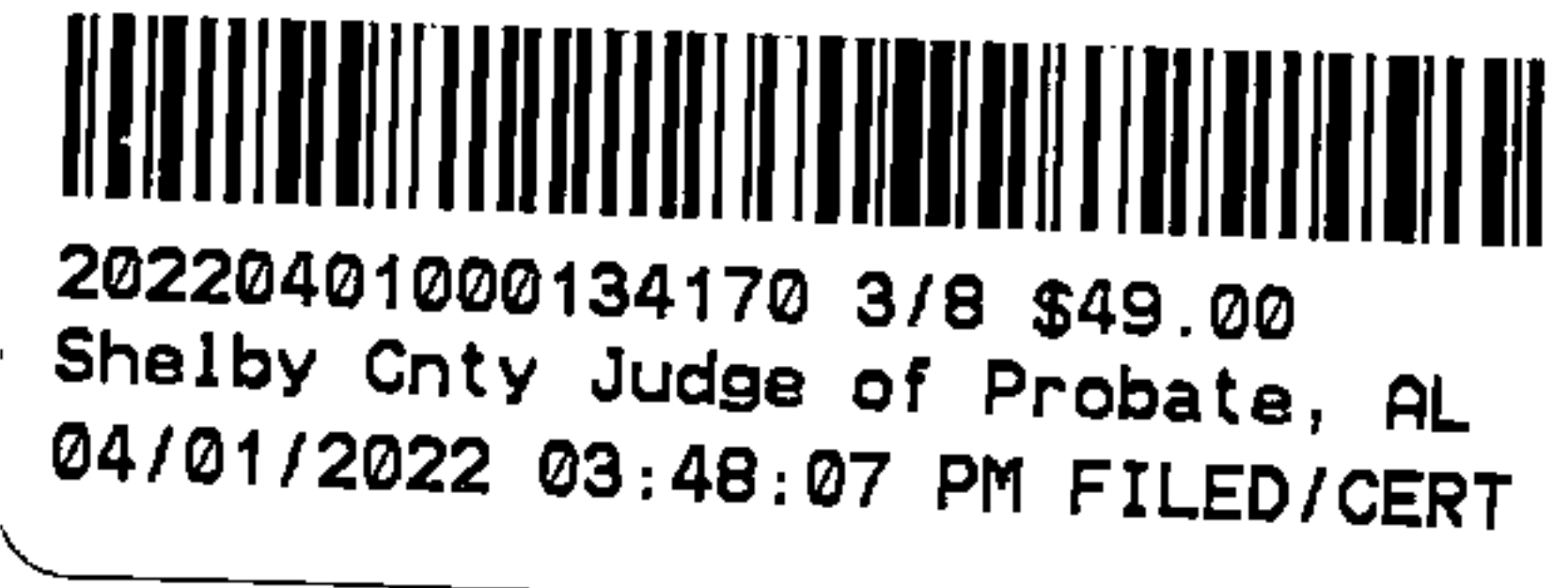
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IN WITNESS WHEREOF, Developer has caused this Amendment to be executed as of the day and year first above written.

**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 Vice President 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 Vice President 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 11 day of October, 2021.

[Signature]  
Notary Public  
My Commission Expires 03-13-2024

A circular notary seal for Gary Jones, Notary Public, State of Alabama. The seal includes the text "GARY JONES", "NOTARY PUBLIC", "ALABAMA STATE AT LARGE", and "03-13-2024".

**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: \_\_\_\_\_

Printed Name: Scott Rohrer

Title: member

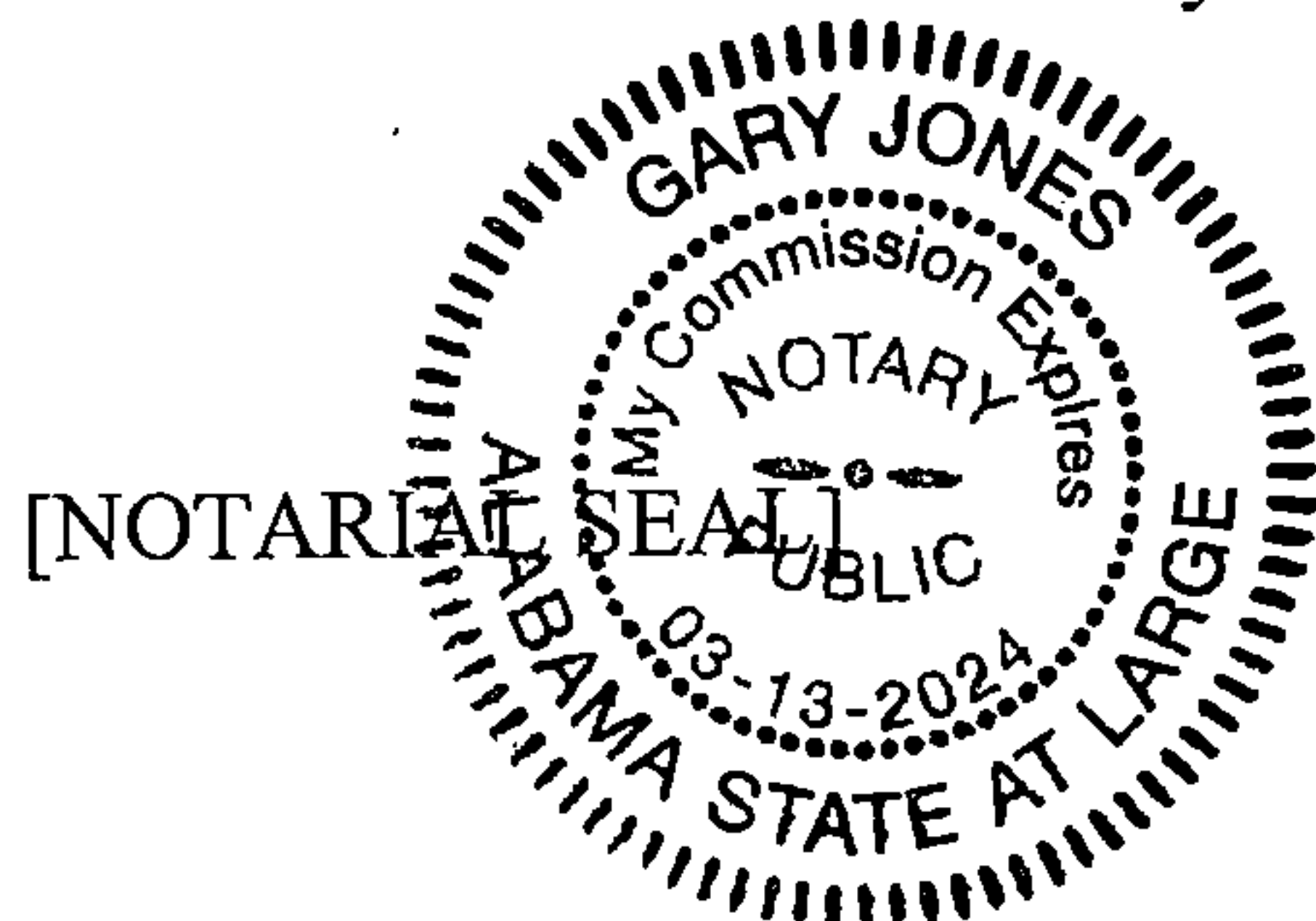
STATE OF ALABAMA )  
:  
COUNTY OF SHELBY )



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Shelby Cnty Judge of Probate, AL  
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I, the undersigned, a notary public in and for said county in said state, hereby certify that Scott Rohrer, whose name as Vice President 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 11 day of October, 2021.



\_\_\_\_\_  
Notary Public  
My commission expires: 3-13-2024



## CONSENT OF MORTGAGEE



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THIS CONSENT OF MORTGAGEE (this "Consent") is made and entered into as of the 12<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 Seventh Amendment to the Blackridge Declaration of Covenants, Conditions and Restrictions dated as of October 18, 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

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,**  
a national banking association

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



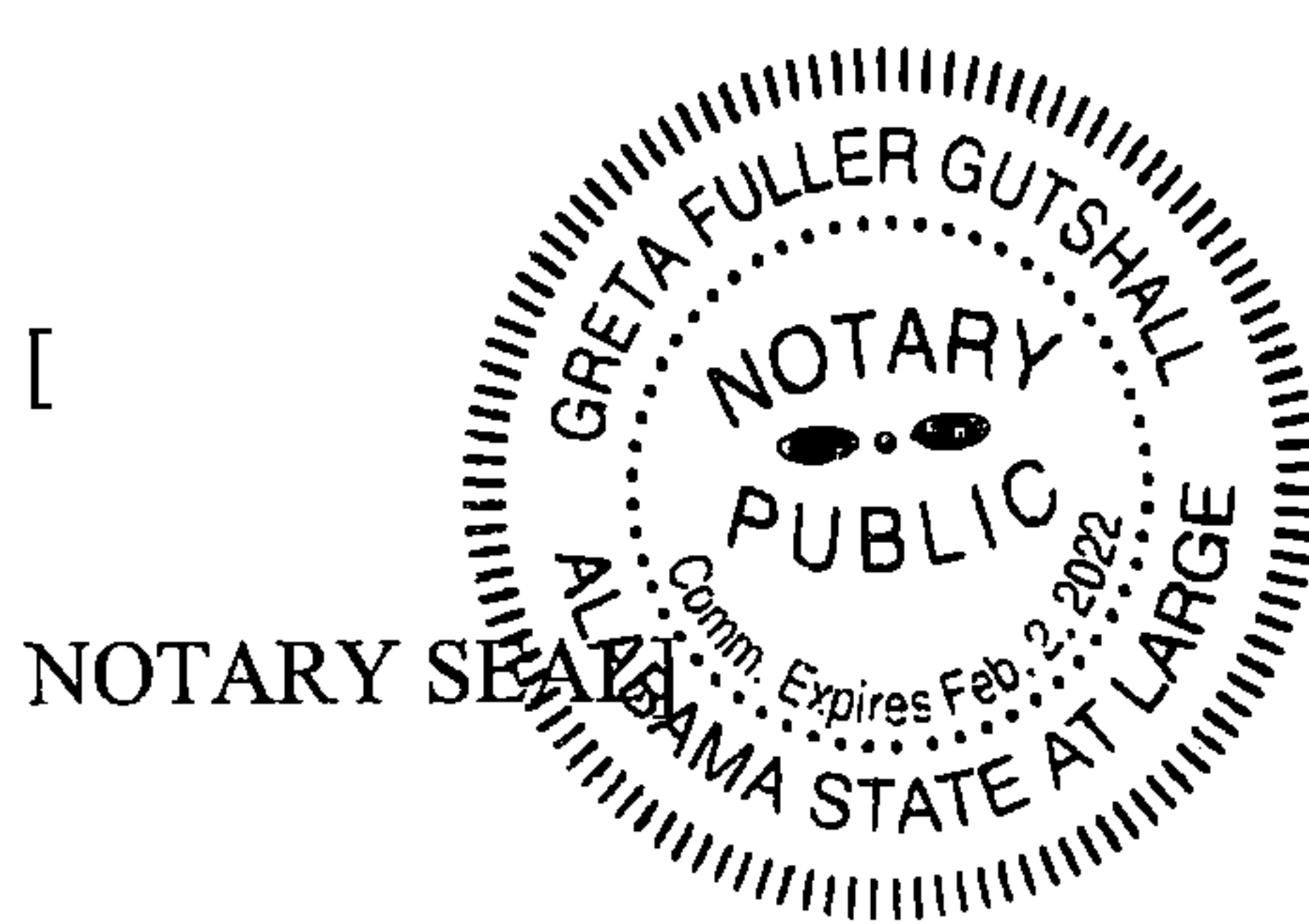
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STATE OF ALABAMA )  
:  
COUNTY OF JEFFERSON )

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 Association, 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 Association

Given under my hand and seal this 12 day of  
October, 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

**EXHIBIT A**



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Legal Description of Additional Property

Final Plat of the Residential Subdivision of Blackridge Phase 5, as recorded in the Office of the Judge of Probate for Shelby County, Alabama in Map Book 55, Page 18.



