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Shelby Cnty Judge of Probate, AL
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**EIGHTH AMENDMENT TO
BLACKRIDGE RESIDENTIAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS EIGHTH AMENDMENT TO BLACKRIDGE RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment") is made and entered into as of the 25th day of March, 2022 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 No. 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 No. 20171204000433490 in said Probate Office, as amended by (ii) Second Amendment thereto dated December 19, 2017 and recorded as Instrument No. 20171219000452060 in said Probate Office, as amended by (iii) Third Amendment thereto dated September 26, 2018 and recorded as Instrument No. 20180926000344020 in said Probate Office, as amended by (iv) Fourth Amendment thereto dated September 26, 2018 and recorded as Instrument No. 20180926000344030 in said Probate Office, as amended by (v) Fifth Amendment thereto dated October 15, 2019 and recorded as Instrument No. 20191023000390520 in said Probate Office, as further amended by (vi) Sixth Amendment thereto dated October 11, 2021 and recorded as Instrument No. 20211011000494730 in said Probate Office, and as further amended by (vii) Seventh Amendment thereto dated October 18, 2021 and recorded as Instrument No. 20220401000134170 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. Use Restrictions. Section 6.01 (d) of the Declaration is deleted in its entirety and the following is substituted in lieu thereof:

6.01 Use Restrictions.

(d) "Lease and Sublease.

(i) Each Lot and Dwelling within the Property shall be subject to all of the following use restrictions:

(1) Each Lot shall be used for detached single-family residential purposes only; provided, however, that (a) any portion of the Property may be used and developed for other types of residential dwelling purposes as may be determined by Blackridge Residential Association, Inc. or Developer; (b) the use of any portion of a Dwelling as an office by an Owner shall not be considered a violation of this Section 6.01 so long as such use does not create regular customer, client or employee traffic; and (c) any Lot not containing a Dwelling may be used and developed for any of the uses included in the definition of Common Areas;

(2) The leasing or subleasing of any Dwelling for a period of less than six (6) months is strictly and expressly prohibited;

(3) The leasing or subleasing of only a portion (less than all) of a Dwelling is prohibited;

(4) No signs, of any type, advertising the leasing or subleasing of a may be placed on a Lot or Common Area. Each Lot shall be used for detached single-family residential purposes only; provided, however, that (a) any portion of the Property may be used and developed for other types of residential dwelling purposes as may be determined by Blackridge Residential Association, Inc. or Developer; (b) the use of any portion of a Dwelling as an office by an Owner shall not be considered a violation of this Section 6.01 so long as such use does not create regular customer, client or employee traffic; and (c) any Lot not containing a Dwelling may be used and developed for any of the uses included in the definition of Common Areas;



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(5) Leasing or subleasing of a dwelling may be placed on a Lot or Common Area.

(6) No Dwelling may be leased, subleased or occupied, in whole or in part, by any person or entity under any type of lease-to-own arrangement, home exchange program or corporate leasing or corporate purchase program; and

(7) No Dwelling shall be offered for sale, lease or use by any Short-Term Rental Providers such as Airbnb, VRBO or other similar providers. As used herein, the following terms shall have the meanings set forth below:

(a) "Short-Term Rental Provider" means any platform or provider (including any internet or online service platform or provider) that offers Short-Term Rental services and arrangements, including booking and reservation services to guests and customers; and

(b) "Short-Term Rental" means any lease (including subleases, licenses, and other possessory interests, whether oral or written) of an individual Dwelling (or any portion thereof), for which the intended occupancy of the Dwelling is for a period or periods of six (6) months or less.

(ii) In the event any Owner leases such Owner's Dwelling (subject to the limitations and restrictions set forth in this Section 6.01 (d), such Owner shall immediately notify the Association in writing of such leasing and provide to the Association the name and contact information for any such lessee/tenant and all Persons who will be Occupants of such Owner's Dwelling as a result of such leasing and such other information as the Association may reasonably require. Furthermore, if the identity of any Occupants occupying any Dwelling which has been leased changes at any time, then the Owner of such Dwelling shall provide to the Association within ten (10) days after a change in occupancy occurs the names and contact information for such new Occupants and any other such information reasonably required by the Association.

(1) In the event of any violation of the terms and provisions of this Section 6.01 (d), the Association shall have the right to exercise all of the rights and remedies set forth in Section 6.19 and Article XI hereinafter."

(2) Notwithstanding anything provided herein to the contrary, the use restrictions set forth in this Section 5.01 (d) shall not be applicable to any sales centers, model homes, or speculative homes within



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the Property which are owned or leased by Blackridge Partners, LLC, SB
Dev. Corp., or Developer.

3. **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

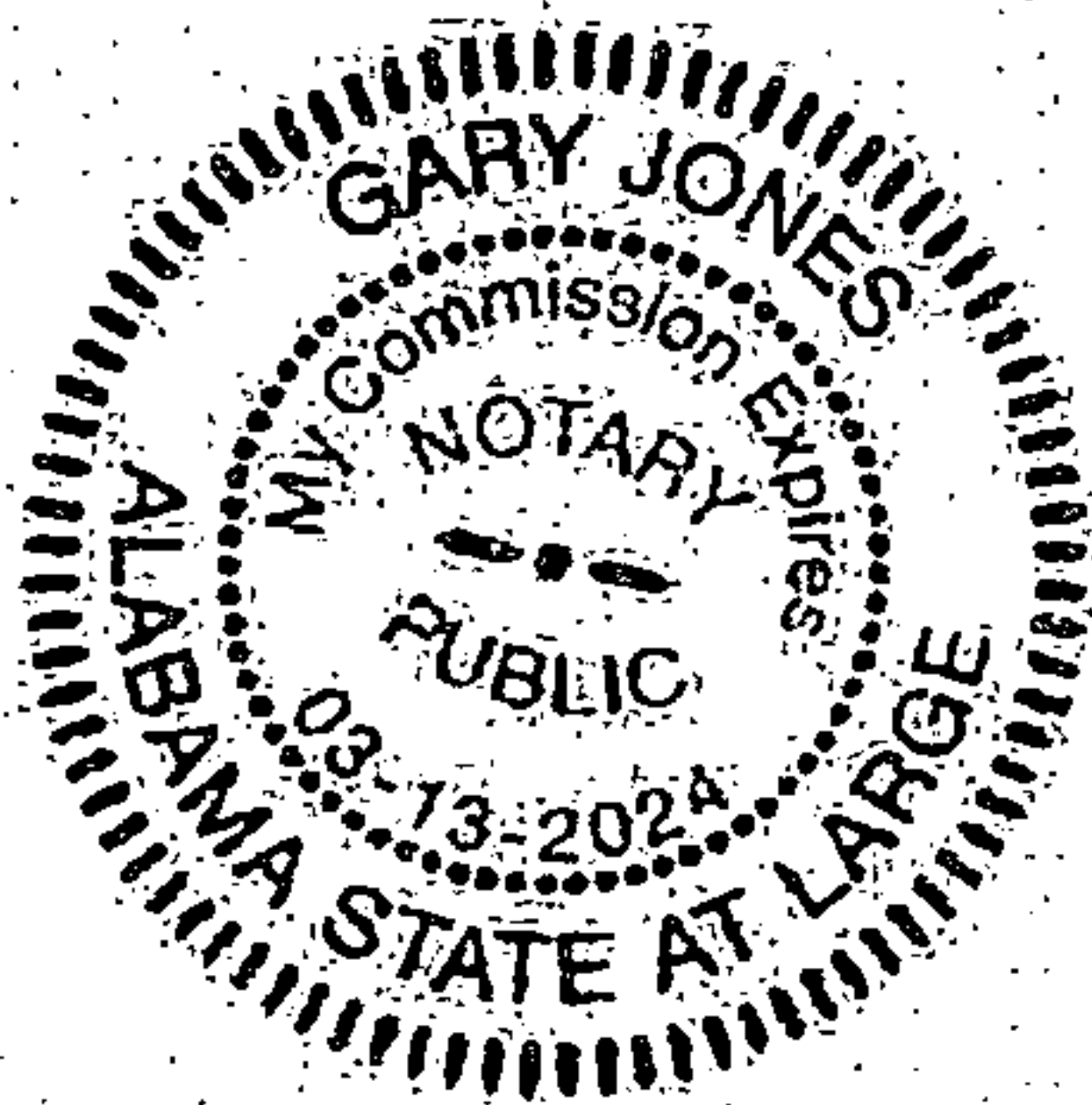
Title: VP

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 23 day of MARCH, 2022



[Signature]
Notary Public

My Commission Expires: 3-13-2024

CONSENT OF ASSOCIATION

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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 13th day of March, 2022.

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

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

STATE OF ALABAMA)

COUNTY OF SHELBY)

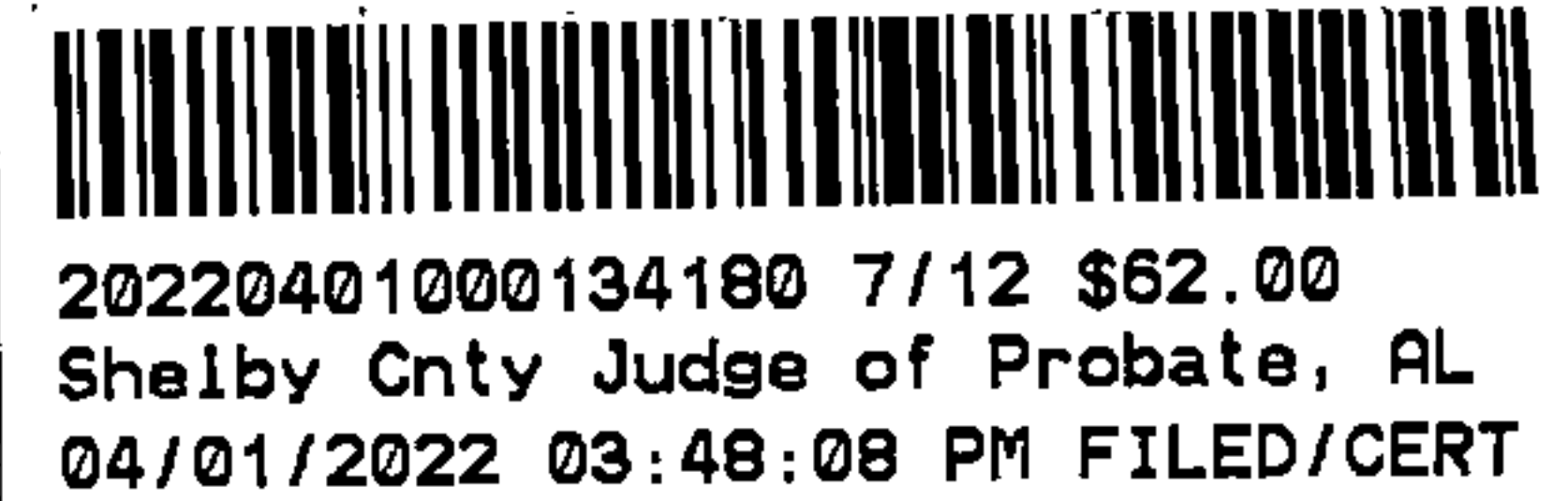
I, the undersigned, a notary public in and for said county in said state, hereby certify that Scot Rohrer, whose name as member of Blackridge Residential Association, Inc., an Alabama nonprofit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this 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 23 day of MARCH, 2022



[Signature]
Notary Public
My commission expires: 3-13-2024

CONSENT OF MORTGAGEE



THIS, CONSENT OF MORTGAGEE (this "Consent") is made and entered into as of the 11th day of February, 2022 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 Eighth Amendment to the Blackridge Declaration of Covenants, Conditions and Restrictions dated as of March 15, 2022 (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,
a national banking association

By: B. Hendrix

Printed Name: B. Hendrix

Title: SVP

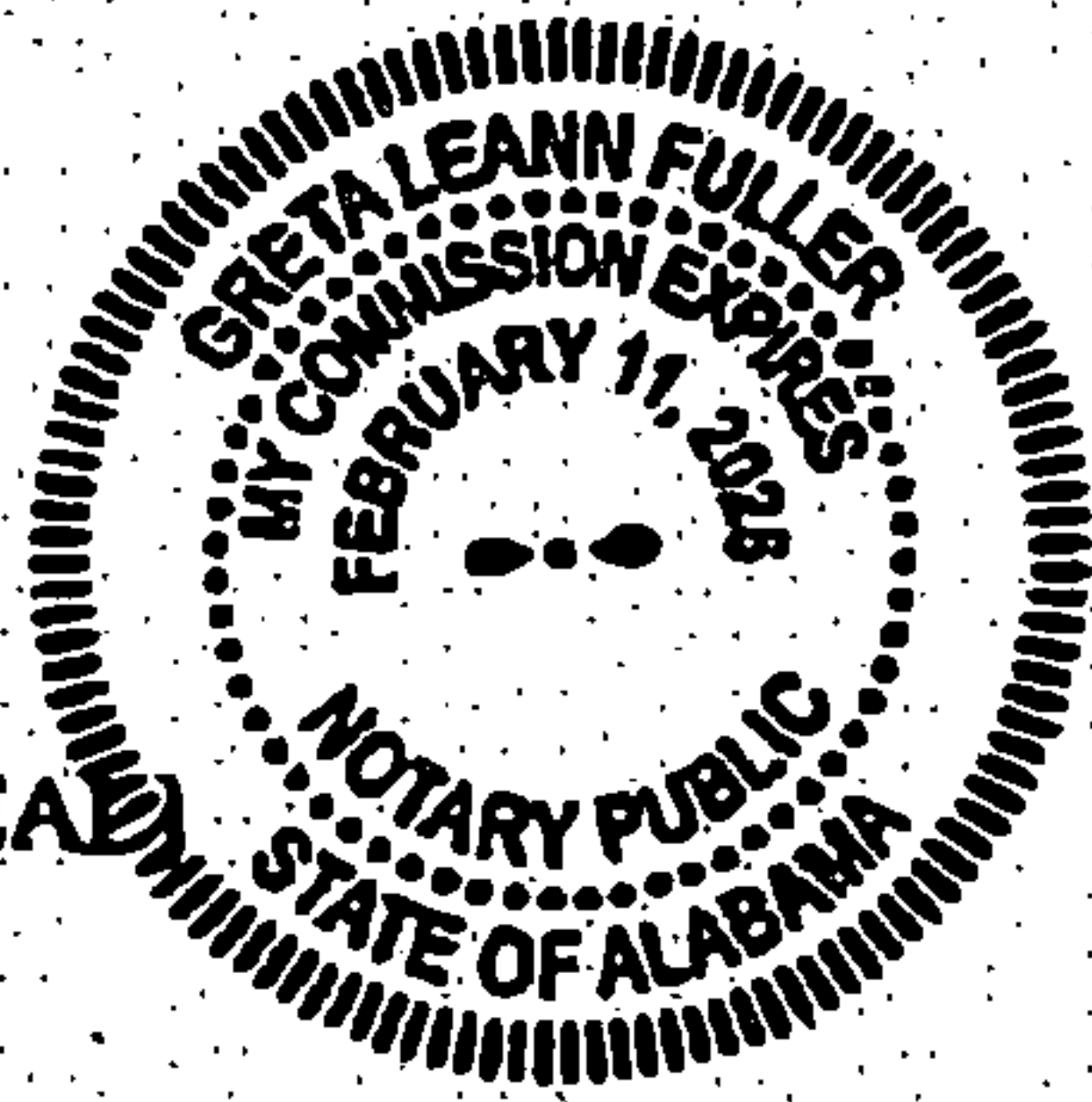
STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Bon Hendrix, whose name as Sr Vice President of Trustmark 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 25th day of February, 20 22.

NOTARY SEAL



Greta Leann Fuller
Notary Public

My commission expires: 2-11-2026

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

EXHIBIT A

Legal Description of Additional Property

Final Plat of the Residential Subdivision of Blackridge Phase 3, as recorded in the Office of the Judge of Probate for Shelby County, Alabama in Map Book 55, Pages 83A, 83B, and 83C.



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LINE	STATION	LENGTH	AREA	PERCENT
1	0+00	100.00	100.00	100.00
2	100+00	100.00	100.00	100.00
3	200+00	100.00	100.00	100.00
4	300+00	100.00	100.00	100.00
5	400+00	100.00	100.00	100.00
6	500+00	100.00	100.00	100.00
7	600+00	100.00	100.00	100.00
8	700+00	100.00	100.00	100.00
9	800+00	100.00	100.00	100.00
10	900+00	100.00	100.00	100.00
11	1000+00	100.00	100.00	100.00
12	1100+00	100.00	100.00	100.00
13	1200+00	100.00	100.00	100.00
14	1300+00	100.00	100.00	100.00
15	1400+00	100.00	100.00	100.00
16	1500+00	100.00	100.00	100.00
17	1600+00	100.00	100.00	100.00
18	1700+00	100.00	100.00	100.00
19	1800+00	100.00	100.00	100.00
20	1900+00	100.00	100.00	100.00
21	2000+00	100.00	100.00	100.00
22	2100+00	100.00	100.00	100.00
23	2200+00	100.00	100.00	100.00
24	2300+00	100.00	100.00	100.00
25	2400+00	100.00	100.00	100.00
26	2500+00	100.00	100.00	100.00
27	2600+00	100.00	100.00	100.00
28	2700+00	100.00	100.00	100.00
29	2800+00	100.00	100.00	100.00
30	2900+00	100.00	100.00	100.00
31	3000+00	100.00	100.00	100.00
32	3100+00	100.00	100.00	100.00
33	3200+00	100.00	100.00	100.00
34	3300+00	100.00	100.00	100.00
35	3400+00	100.00	100.00	100.00
36	3500+00	100.00	100.00	100.00
37	3600+00	100.00	100.00	100.00
38	3700+00	100.00	100.00	100.00
39	3800+00	100.00	100.00	100.00
40	3900+00	100.00	100.00	100.00
41	4000+00	100.00	100.00	100.00
42	4100+00	100.00	100.00	100.00
43	4200+00	100.00	100.00	100.00
44	4300+00	100.00	100.00	100.00
45	4400+00	100.00	100.00	100.00
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47	4600+00	100.00	100.00	100.00
48	4700+00	100.00	100.00	100.00
49	4800+00	100.00	100.00	100.00
50	4900+00	100.00	100.00	100.00
51	5000+00	100.00	100.00	100.00
52	5100+00	100.00	100.00	100.00
53	5200+00	100.00	100.00	100.00
54	5300+00	100.00	100.00	100.00
55	5400+00	100.00	100.00	100.00
56	5500+00	100.00	100.00	100.00
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60	5900+00	100.00	100.00	100.00
61	6000+00	100.00	100.00	100.00
62	6100+00	100.00	100.00	100.00
63	6200+00	100.00	100.00	100.00
64	6300+00	100.00	100.00	100.00
65	6400+00	100.00	100.00	100.00
66	6500+00	100.00	100.00	100.00
67	6600+00	100.00	100.00	100.00
68	6700+00	100.00	100.00	100.00
69	6800+00	100.00	100.00	100.00
70	6900+00	100.00	100.00	100.00
71	7000+00	100.00	100.00	100.00
72	7100+00	100.00	100.00	100.00
73	7200+00	100.00	100.00	100.00
74	7300+00	100.00	100.00	100.00
75	7400+00	100.00	100.00	100.00
76	7500+00	100.00	100.00	100.00
77	7600+00	100.00	100.00	100.00
78	7700+00	100.00	100.00	100.00
79	7800+00	100.00	100.00	100.00
80	7900+00	100.00	100.00	100.00
81	8000+00	100.00	100.00	100.00
82	8100+00	100.00	100.00	100.00
83	8200+00	100.00	100.00	100.00
84	8300+00	100.00	100.00	100.00
85	8400+00	100.00	100.00	100.00
86	8500+00	100.00	100.00	100.00
87	8600+00	100.00	100.00	100.00
88	8700+00	100.00	100.00	100.00
89	8800+00	100.00	100.00	100.00
90	8900+00	100.00	100.00	100.00
91	9000+00	100.00	100.00	100.00
92	9100+00	100.00	100.00	100.00
93	9200+00	100.00	100.00	100.00
94	9300+00	100.00	100.00	100.00
95	9400+00	100.00	100.00	100.00
96	9500+00	100.00	100.00	100.00
97	9600+00	100.00	100.00	100.00
98	9700+00	100.00	100.00	100.00
99	9800+00	100.00	100.00	100.00
100	9900+00	100.00	100.00	100.00
101	10000+00	100.00	100.00	100.00

NOTES:
1. ALL MINIMUM SETBACKS ARE PER BLACKBIRD PUD PR-1.
2. FRONT SETBACK SHALL BE MINIMUM 10 FEET.
3. SIDE SETBACK SHALL BE MINIMUM 10 FEET.
4. REAR SETBACK SHALL BE MINIMUM 10 FEET.
5. THIS SUBDIVISION IS ZONED BLACKBIRD PUD PR-1.

FINAL PLAN OF THE SUBDIVISION OF:
BLACKBIRD PHASE 3

Being a subdivision of Blackbird situated in the
County of Shelby, State of Alabama, and the Northern 1/4 of
Section 17, Township 20 South, Range 3 West in the
City of Hoover, Shelby County, Alabama.
January 18, 2022.

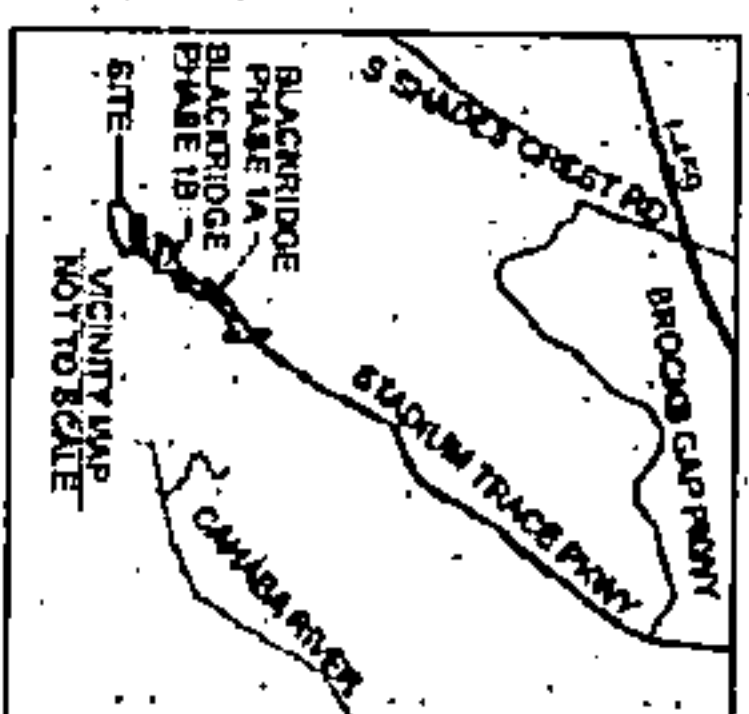
SCALE: 1" = 60'

GRAPHIC SCALE:
0 60 120 180 240

DEVELOPER: BLACKBIRD PARTNERS, LLC
1214 ALABAMA AVENUE, SUITE 200
HOOPER, ALABAMA 36024
(205) 833-1181

ENGINEER: ALABAMA ENGINEERING COMPANY, INC.
1214 ALABAMA AVENUE, SUITE 200
HOOPER, ALABAMA 36024
(205) 833-1181

- LEGEND:
- ROW - RIGHT-OF-WAY
 - SE - SQUARE FEET
 - TAN - TANGENT
 - CH - CHORD
 - ANG - ANGLE
 - R - RADIUS
 - LEN - LENGTH
 - MB - MAP BOOK
 - CL - CENTERLINE
 - SAL - SAWYER



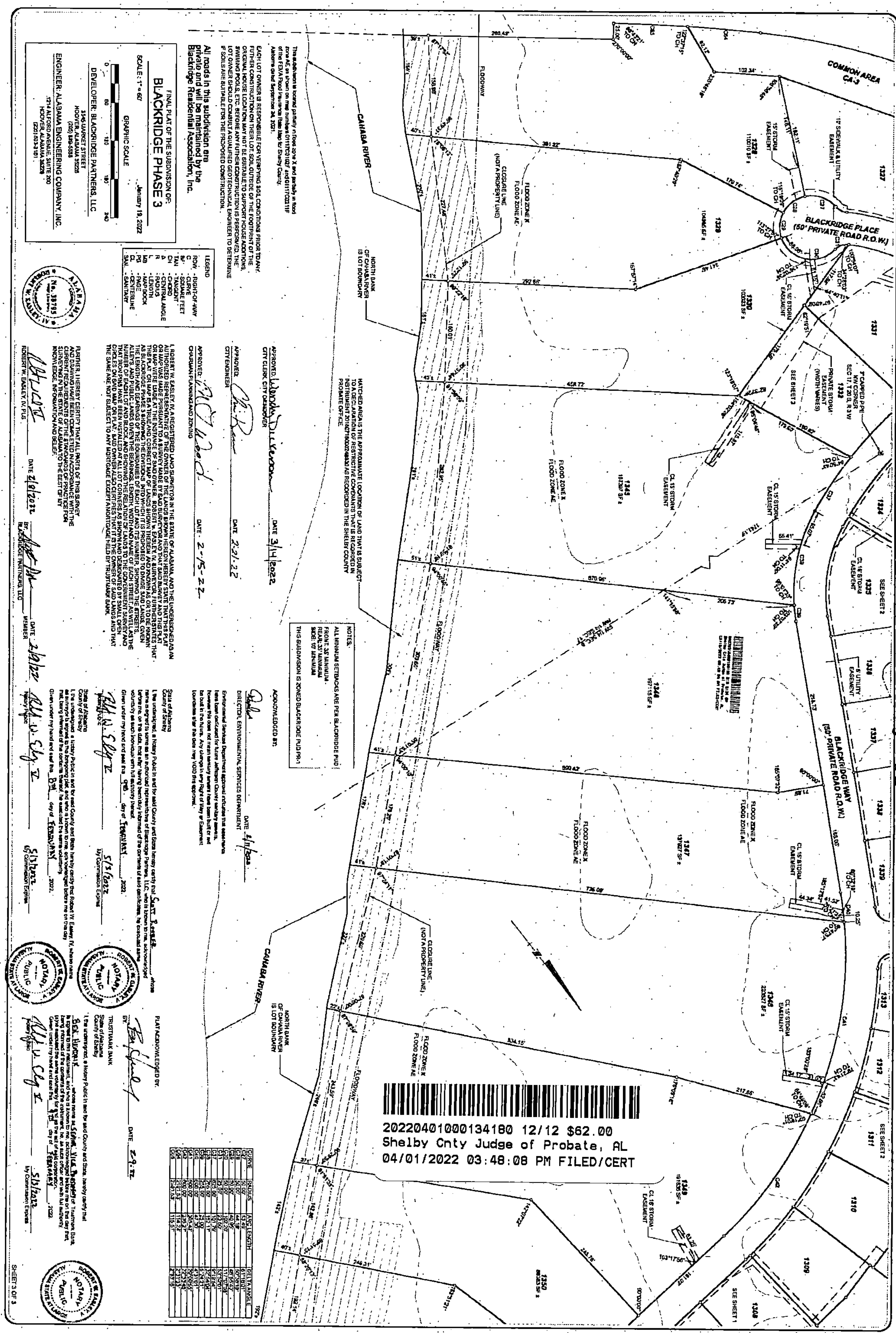
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HATCHED AREA IS THE APPROXIMATE LOCATION OF LAND THAT IS SUBJECT
TO A DECLARATION OF RESTRICTIVE COVENANTS THAT IS RECORDED IN
THE SHELBY COUNTY PROBATE OFFICE.

COMMON AREA
CA-1
10000 SF ±

HATCHED AREA IS THE APPROXIMATE LOCATION OF LAND THAT IS SUBJECT
TO A DECLARATION OF RESTRICTIVE COVENANTS THAT IS RECORDED IN
THE SHELBY COUNTY PROBATE OFFICE.

This subdivision is located partially in Flood Zone X and partially in Flood
Zone AE as shown on map numbers 011117C0112F and 011117C0211F
of the FEMA Flood Insurance Rate Map for Shelby County,
Alabama dated September 24, 2021.



FINAL PLAT OF THE SUBDIVISION OF:
BLACKRIDGE PHASE 3
SCALE: 1" = 60'
GRAPHIC SCALE
DEVELOPER: BLACKRIDGE PARTNERS, LLC
ENGINEER: ALABAMA ENGINEERING COMPANY, INC.
1714 ALFORD AVENUE, SUITE 200
HOUSTON, ALABAMA 35894
(205) 833-8101



- LEGEND
- ROW - RIGHT-OF-WAY
 - CL - CENTERLINE
 - TM - TRAIL
 - CH - CHURCH
 - CA - CATHEDRAL
 - LA - LAKESIDE
 - LE - LENOX
 - MA - MAP ROCK
 - PS - PINE
 - CS - CENTRAL
 - SA - SOUTHWEST

I, ROBERT W. EASLEY, A REGISTERED LAND SURVEYOR IN THE STATE OF ALABAMA, AND THE UNDERSIGNED AS A MEMBER OF THE ALABAMA SOCIETY OF PROFESSIONAL SURVEYORS, DO HEREBY CERTIFY THAT ALL PARTS OF THIS SUBDIVISION PLAT HAVE BEEN EXAMINED AND FOUND TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE ALABAMA SUBDIVISION ACT AND THE RULES AND REGULATIONS OF THE ALABAMA BOARD OF SURVEYING AND MAPPING, AND THAT THE SAME ARE TRUE AND CORRECT.

APPROVED: *[Signature]* DATE: 2/15/22
CITY ENGINEER

APPROVED: *[Signature]* DATE: 3/14/2022
CITY CLERK

APPROVED: *[Signature]* DATE: 2/15/22
COUNTY ENGINEER

APPROVED: *[Signature]* DATE: 2/15/22
COUNTY CLERK

APPROVED: *[Signature]* DATE: 2/15/22
COUNTY CLERK

APPROVED: *[Signature]* DATE: 2/15/22
COUNTY CLERK

NOTES:
ALL MINIMUM SETBACKS ARE PER BLACKRIDGE PUD.
FROM 35' MINIMUM
REAR 35' MINIMUM
SIDE 10' MINIMUM
FRONT 10' MINIMUM
THIS SUBDIVISION IS ZONED BLACKRIDGE PUD (P).

NOTICE: THIS SUBDIVISION IS ZONED BLACKRIDGE PUD (P).
ALL MINIMUM SETBACKS ARE PER BLACKRIDGE PUD.
FROM 35' MINIMUM
REAR 35' MINIMUM
SIDE 10' MINIMUM
FRONT 10' MINIMUM
THIS SUBDIVISION IS ZONED BLACKRIDGE PUD (P).

LOT	AREA	PERCENTAGE	DEVELOPER
1300	1.00	100.00	BLACKRIDGE PARTNERS, LLC
1301	1.00	100.00	BLACKRIDGE PARTNERS, LLC
1302	1.00	100.00	BLACKRIDGE PARTNERS, LLC
1303	1.00	100.00	BLACKRIDGE PARTNERS, LLC
1304	1.00	100.00	BLACKRIDGE PARTNERS, LLC
1305	1.00	100.00	BLACKRIDGE PARTNERS, LLC
1306	1.00	100.00	BLACKRIDGE PARTNERS, LLC
1307	1.00	100.00	BLACKRIDGE PARTNERS, LLC
1308	1.00	100.00	BLACKRIDGE PARTNERS, LLC
1309	1.00	100.00	BLACKRIDGE PARTNERS, LLC
1310	1.00	100.00	BLACKRIDGE PARTNERS, LLC
1311	1.00	100.00	BLACKRIDGE PARTNERS, LLC
1312	1.00	100.00	BLACKRIDGE PARTNERS, LLC
1313	1.00	100.00	BLACKRIDGE PARTNERS, LLC
1314	1.00	100.00	BLACKRIDGE PARTNERS, LLC
1315	1.00	100.00	BLACKRIDGE PARTNERS, LLC
1316	1.00	100.00	BLACKRIDGE PARTNERS, LLC
1317	1.00	100.00	BLACKRIDGE PARTNERS, LLC
1318	1.00	100.00	BLACKRIDGE PARTNERS, LLC
1319	1.00	100.00	BLACKRIDGE PARTNERS, LLC
1320	1.00	100.00	BLACKRIDGE PARTNERS, LLC
1321	1.00	100.00	BLACKRIDGE PARTNERS, LLC
1322	1.00	100.00	BLACKRIDGE PARTNERS, LLC
1323	1.00	100.00	BLACKRIDGE PARTNERS, LLC
1324	1.00	100.00	BLACKRIDGE PARTNERS, LLC
1325	1.00	100.00	BLACKRIDGE PARTNERS, LLC
1326	1.00	100.00	BLACKRIDGE PARTNERS, LLC
1327	1.00	100.00	BLACKRIDGE PARTNERS, LLC

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