

20220810000312750 1/13 \$58.00  
Shelby Cnty Judge of Probate, AL  
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STATE OF ALABAMA     )  
                                     :  
COUNTY OF SHELBY     )

### **FITNESS FACILITY AGREEMENT**

THIS FITNESS FACILITY AGREEMENT (this “Agreement”) is made and entered into this 10<sup>th</sup> day of August, 2022 (the “Effective Date”) by and between **BLACKRIDGE RESIDENTIAL ASSOCIATION, INC.**, an Alabama nonprofit corporation (“Blackridge Association”), and **BLACKRIDGE 52 RESIDENTIAL ASSOCIATION, INC.**, an Alabama nonprofit corporation (“Blackridge 52 Association”).

### **RECITALS:**

Blackridge 52 Association is the property owner’s association formed to own and operate the “Amenity Facilities”, as defined in the Blackridge 52 Declaration, as hereinafter defined.

Blackridge 52 Association is in the process of developing and constructing the Fitness Facility, as hereinafter defined, in the Blackridge 52 Property, as hereinafter defined.

Upon the giving of the Completion Notice, as hereinafter defined, the Fitness Facility will (a) become part of the “Amenity Facilities”, as defined in the Blackridge 52 Declaration, and (b) be available for use by the owners of real property subject to the Blackridge 52 Declaration, and any other persons whom the Board of Directors of the Blackridge 52 Association authorize to use the same.

The Board of Directors of the Blackridge 52 Association, has determined that the Blackridge Members, as hereinafter defined, shall also be authorized to use the Fitness Facility and the Blackridge Association has determined it would be in the best interests of the Blackridge Members to enter into this Agreement with the Blackridge 52 Association in order that the Blackridge Members have the right to utilize the Fitness Facility following completion of construction of the same in consideration of the payment to Blackridge 52 Association of the Annual Amenity Assessment, as hereinafter defined.

Blackridge 52 Association and Blackridge Association have agreed that the use of the Fitness Facility by the Blackridge Members shall be provided subject to and upon the terms and provisions of this Agreement.

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

1. **Definitions.** As used throughout this Agreement, the following terms shall have the meanings set forth below, which meanings shall be applicable to both the singular and plural forms and tenses of such terms:

(a) **“Additional Property”** shall have the meaning given to such term in the Blackridge Declaration which, pursuant to the Blackridge Declaration, means any real property which is added from time to time to the terms and provisions of the Blackridge Declaration. All such Additional Property added from time to time to the Blackridge Declaration shall become part of the Blackridge Property and shall be subject to all of the terms and provisions of this Agreement.

(b) **“Annual Amenity Assessment”** shall mean, upon completion of the Fitness Facility, an amount equal to \$500.00 for each Completed Dwelling situated within the Blackridge Property, which amount shall be subject to increase each year thereafter (beginning at the completion of the Fitness Facility), as determined by the Blackridge 52 Association; provided, however, that in no event shall the Annual Amenity Assessment in any year be more than fifty percent (50%) of the total “Annual Assessment”, as defined in the Blackridge 52 Declaration, for the then applicable calendar year which is assessed by the Blackridge 52 Association to the owners of the real property subject to the Blackridge 52 Declaration. The Annual Amenity Assessment shall be payable for each Completed Dwelling situated within the Blackridge Property directly by the Blackridge Association to the Blackridge 52 Association in accordance with the terms and provisions of Paragraph 4 below.

(c) **“Assessments”** means, collectively, Annual Amenity Assessments and any Individual Assessments.

(d) **“Blackridge 52 Declaration”** shall mean and refer to that certain Blackridge 52 Residential Declaration of Covenants, Conditions and Restrictions dated as of \_\_\_\_\_, 2022 and recorded as Instrument ~~X~~ \_\_\_\_\_ in the Probate Office, as the same may be amended from time to time. ~~X~~ 20220810000312740

(e) **“Blackridge 52 Property”** shall mean and refer to that certain real property situated in the City of Hoover, Shelby County, Alabama which is described as the “Property” in the Blackridge 52 Declaration.

(f) **“Blackridge Declaration”** shall mean and refer to that certain Blackridge Residential Declaration of Covenants, Conditions and Restrictions dated December 4, 2017 and recorded as Instrument 20171204000433480 in the Probate Office, as the same has been and may be amended from time to time.

(g) **“Blackridge Members”** shall mean the Owner of each Developed Lot within the Blackridge Property.

(h) **“Blackridge Property”** shall mean and include (i) that certain property situated in the City of Hoover, Shelby County, Alabama which is more particularly described as



the “Property” in the Blackridge Declaration and (ii) any Additional Property added to the Blackridge Declaration after the date hereof.

(i) “**Completed Dwelling**” means any Dwelling within the Blackridge Property owned by an Owner which has received a certificate of occupancy from the City of Hoover, Alabama.

(j) “**Completion Notice**” shall have the meaning given to such term in Paragraph 2 below.

(k) “**Dwelling**” means each single-family residential dwelling unit constructed on any Lot within the Blackridge Property.

(l) “**Fitness Facility**” shall mean and refer to the Fitness Facility which Blackridge 52 Association will cause to be constructed within the Blackridge 52 Property as more particularly shown as CA-3 in Exhibit A attached hereto and incorporated herein by reference.

(m) “**Guest**” means any natural person who, at the request or invitation of the Owner of any Completed Dwelling, uses the Fitness Facility. Guests shall include any and all family members or invitees of any Owner. All actions or omissions of any Guest of an Owner shall be deemed the actions and omissions of the Owner of the applicable Lot.

(n) “**Individual Assessments**” shall have the meaning given to such term in Paragraph 2(c) below.

(o) “**Lot**” means any portion of the Blackridge Property reflected on a Subdivision Plat which is intended for the construction of a Dwelling thereon. Notwithstanding anything provided herein to the contrary, any “Common Areas”, as defined in the Blackridge Declaration, which are not intended for the construction of a Dwelling thereon shall not constitute a Lot.

(p) “**Mortgage**” with an initial capital letter, shall mean and refer to any mortgage, deed of trust or other security device encumbering a Lot or Dwelling or any interest therein and which has been duly and properly recorded in the Probate Office.

(q) “**Mortgagee**” with an initial capital letter, shall mean and refer to the holder of any Mortgage.

(r) “**Owner**” with a capital letter, means the holder of fee simple title to any Lot containing a Completed Dwelling; provided, however, that (i) Blackridge Partners, LLC and any Affiliates, as defined in the Blackridge Declaration, thereof shall not be deemed an Owner of a Completed Dwelling (and shall not be subject to any Assessments) unless the Completed Dwelling on any Lot owned by any of the foregoing parties or their Affiliates, as defined in the Blackridge 52 Declaration, leases the Completed Dwelling to an unrelated third party (in which event such person or entity which then owns the Completed Dwelling shall be deemed to be an Owner of such Completed Dwelling and shall be obligated to pay all Assessments with respect to





such Completed Dwelling and (ii) no Mortgagee shall be deemed an Owner of a Completed Dwelling unless and until such Mortgagee has foreclosed on its Mortgage and purchased such Lot at the foreclosure sale held with respect to the foreclosure of such Mortgage.

(s) **“Probate Office”** means, the Office of the Judge of Probate of Shelby County, Alabama.

(t) **“Rules and Regulations”** means any and all rules and regulations adopted, modified, changed or amended from time to time by Blackridge 52 Association with respect to the use of the Fitness Facility.

(u) **“Subdivision Plat”** means any subdivision plat reflecting any Lots within the Blackridge Property which has been recorded in the Probate Office.

(v) **“Term”** means twenty (20) years from the Effective Date; provided, however, this Agreement may be cancelled and terminated at any time prior to the expiration of the Term upon the written consent of both the Blackridge 52 Association and the Blackridge Association.

2. **Construction of Fitness Facility.** The Blackridge 52 Association shall cause construction of the Fitness Facility. The Blackridge 52 Association agrees to provide to the Blackridge Association written notice of completion of the Fitness Facility (the **“Completion Notice”**) promptly upon the issuance of a certificate of occupancy by the City of Hoover, Alabama for the Fitness Facility.

3. **Grant of Use Rights.**

(a) Subject to the terms and provisions of this Agreement, the Blackridge 52 Association does hereby grant to each Owner of each Completed Dwelling within the Blackridge Property and their respective Guests the non-exclusive right during the Term, in common with the Blackridge 52 Association, all owners, guests, occupants and other persons authorized under the Blackridge 52 Declaration or by the Blackridge 52 Association to use and enjoy the Fitness Facility, subject to and upon the terms and conditions set forth in this Agreement. The foregoing use right applies to and benefits only Owners of Completed Dwellings and their respective Guests. Notwithstanding anything provided to the contrary, (i) the rights to use and enjoy the Fitness Facility granted herein by the Blackridge 52 Association to any Owner of a Completed Dwelling shall not commence until such time as the Blackridge 52 Association issues a Completion Notice and (ii) the use rights granted herein to each Owner of a Completed Dwelling and their respective Guests shall only apply to the Fitness Facility and shall **not** apply to any other Amenity Facilities, as defined in the Blackridge 52 Declaration, within the Blackridge 52 Property.

(b) The Blackridge 52 Association shall have the right, from time to time, to adopt, modify, change, add to and alter as part of the Rules and Regulations any and all rules and regulations for the use of any of the Fitness Facility, including, without limitation: authorizing additional third parties to utilize the Fitness Facility on such terms as Blackridge 52 Association may, in its sole and absolute discretion, determine; adopting limitations or restrictions on the



number of (and frequency of use by) Guests of Owners who may use the Fitness Facility; restricting or prohibiting those Owners or Guests of Owners who violate any of the Rules and Regulations from accessing or using the Fitness Facility; restricting the use of the Fitness Facility by children under a specific age (unless accompanied by a parent or adult over the age of 21); establishing hours and days that the Fitness Facility will be open and available for use; requiring an Owner to be responsible for any damages to the Fitness Facility or any personal property situated on or within the Fitness Facility caused by the Owner of a Completed Dwelling (or such Owner's Guests); and any other rules and regulations which Blackridge 52 Association may, in its sole discretion, adopt or modify from time to time including, without limitation, adopting rules and regulations for use of the Fitness Facility for private parties sponsored by any person and establishing fees and charges for such private parties. Notwithstanding anything provided to the contrary in this Agreement or the Blackridge 52 Declaration, all Rules and Regulations shall be applied uniformly to, and without discrimination between, Owners of Completed Dwellings (and their Guests) within the Blackridge Property and the owners, occupants and guests of the Blackridge 52 Property.

(c) In addition to the other rights and remedies provided elsewhere in this Agreement, in the event any Owner or any Guest of any Owner violates any of the provisions of this Agreement or the Rules and Regulations, then the Blackridge 52 Association shall have the power and right, at its option, to (i) impose an individual assessment (an "Individual Assessment") against the Owner of a Completed Dwelling for the costs incurred by Blackridge 52 Association to repair or replace any of the Fitness Facility or any personal property situated thereon which may be damaged or destroyed by the acts or omissions of such Owner (or the Guests of such Owner) and (ii) suspend or terminate such Owner's privilege (and the privileges of such Owner's Guests) to use the Fitness Facility; provided, however, that such suspension or termination of use rights shall not affect the obligation of the Blackridge Association to continue to pay the Annual Amenity Assessments for such Owner. Any Individual Assessments levied by the Blackridge 52 Association against any Owner of a Completed Dwelling who violates any of the Rules and Regulations or other provisions of this Agreement shall be billed directly to the Blackridge Association and the Blackridge Association shall pay the same to the Blackridge 52 Association within thirty (30) days from the date of billing.

(d) The Fitness Facility provided by Blackridge 52 Association for the use and benefit of all Owners of Completed Dwellings and their respective Guests are provided without supervisory personnel and neither Blackridge 52 Association, Blackridge Partners, LLC, Blackridge Partners II, LLC, Clayton Properties Group, Inc. nor any of their respective Affiliates, as defined in the Blackridge 52 Declaration, successors and assigns (collectively, the "Released Parties"), will provide any such supervisory personnel in connection with the utilization of the Fitness Facility.

(e) The Blackridge Association covenants and agrees to provide to the Blackridge 52 Association on a monthly basis (unless the Blackridge 52 Association requires the same on any other basis) a schedule listing the Owners of all Completed Dwellings within the Blackridge Property. The foregoing shall include any Completed Dwellings which have been purchased during the preceding calendar month. Furthermore, prior to the initial use of the Fitness Facility by each Owner of a Completed Dwelling, the Blackridge Association agrees to provide to





all Owners of Completed Dwellings copies of the Rules and Regulations and shall obtain from the Owner of each Completed Dwelling a waiver and release in the form attached hereto as **Exhibit B** and incorporated herein by reference.

(f) The Blackridge 52 Association may establish any necessary “check-in” requirements and procedures before the Owners of any Completed Dwellings within the Blackridge Property and their respective Guests may enter into and utilize the Fitness Facility, including, specifically, ensuring that the waiver and release set forth in **Exhibit B** hereto has been signed by such Owner and all Guests, if any, of such Owner.

4. **Obligations to Pay Annual Amenity Assessments.**

(a) Commencing no later than thirty (30) days following the giving of the Completion Notice by the Blackridge 52 Association to the Blackridge Association and continuing each year thereafter throughout the Term, the Blackridge Association shall pay to the Blackridge 52 Association for each Owner of a Completed Dwelling and each subsequent Owner of such Completed Dwelling the Annual Amenity Assessments for the then current year and each year thereafter in accordance with the remaining terms and provisions of this Paragraph 4. Notwithstanding the foregoing, Annual Amenity Assessments for the first year following the giving of the Completion Notice shall be subject to proration for the number of months (or partial months) for the remainder of such calendar year.

(b) To the extent any Additional Property is added to the Blackridge Declaration, the Annual Amenity Assessments shall be payable for each Completed Dwelling within any Additional Property in accordance with the provisions of this Paragraph 4, subject to proration for the number of months (or partial months) in the calendar year in which any such Dwelling within any of the Additional Property becomes a Completed Dwelling, which prorated portion of the Annual Amenity Assessment for such Completed Dwelling shall be due and payable by the Association to the Blackridge 52 Association within thirty (30) days from the date such Dwelling within the Additional Property becomes a Completed Dwelling.

(c) To the extent a Dwelling within the Blackridge Property becomes a Completed Dwelling at any time after January 1 of any year following the giving of the Completion Notice by the Blackridge 52 Association, then the Annual Amenity Assessment for such Completed Dwelling for such year shall be subject to proration on the basis of the number of months (or partial months) remaining in such calendar year following the date on which such Dwelling became a Completed Dwelling, which prorated portion of the Annual Amenity Assessment for such Completed Dwelling shall be due and payable by the Association to the Blackridge 52 Association within thirty (30) days from the date such Dwelling becomes a Completed Dwelling.

(d) Subject to the provisions of Paragraphs 4(a), 4(b) and 4(c) above, the Annual Amenity Assessments for all Completed Dwellings within the Blackridge Property shall be billed by the Blackridge 52 Association to the Blackridge Association on an annual basis and shall be payable by the Blackridge Association to the Blackridge 52 Association in advance each year no later than thirty (30) days from the date of billing. The Blackridge Association agrees to provide to the Blackridge 52 Association a monthly report of any new Completed Dwellings within the





Blackridge Property (including any Additional Property) in such form as may be reasonably requested by the Blackridge 52 Association.

(e) The Annual Amenity Assessment shall constitute part of the "Annual Assessments", as defined in the Blackridge Declaration, payable by each Owner of each Lot or Dwelling under the Blackridge Declaration and the Blackridge Association shall enforce the payment of the same in accordance with the terms and provisions of the Blackridge Declaration.

(f) The obligations of all Owners of Completed Dwellings to pay Assessments shall be mandatory as to all Owners and no Owner shall have the right or option to not pay any such fees or expenses even if such Owner does not utilize the Fitness Facility. All Assessments shall be payable in all events without offset, diminution or abatement by reason of fire or other casualty or any taking as a result of, in lieu of or in anticipation of the exercise of the right of eminent domain, condemnation or by private purchase in lieu thereof with respect to any Lot, Dwelling or any other portion of the Blackridge Property or any other cause or reason of any nature, including, without limitation, non-use of the Fitness Facility.

5. **Default and Remedies.** Should the Blackridge Association fail to timely perform any of its obligations under this Agreement or otherwise be in breach of any of the terms, covenants or agreements set forth in this Agreement and such failure to perform or breach continues for more than thirty (30) days following written notice from the Blackridge 52 Association, then the Blackridge 52 Association shall have the right, in its sole and absolute discretion, to (a) exercise any and all rights and remedies available to the Blackridge 52 Association at law or in equity or (b) suspend the use of the Fitness Facility by all Owners of Completed Dwellings within the Blackridge Property (including their respective Guests); provided, however, that such suspension of use rights shall not affect the obligation of the Blackridge Association to continue to pay the Annual Amenity Assessments for Owner of a Completed Dwelling within the Blackridge Property. Any and all reasonable costs and expenses, including attorneys' fees and expenses, suffered, paid or incurred by the Blackridge 52 Association as a result of any failure to perform or breach of this Agreement by the Blackridge Association shall be due and payable on demand.

6. **Miscellaneous.**

(a) This Agreement constitutes the entire agreement between the parties hereto and may be amended or modified only upon the written consent of both the Blackridge Association and the Blackridge 52 Association.

(b) The paragraph headings and captions used herein are for convenience of reference only and shall in no way define, limit or describe the scope or intent of this Agreement or in any way affect the terms and provisions hereof.

(c) Whenever the context so requires, the use of the masculine gender shall be deemed to include the feminine, the singular shall include the plural and vice versa.

(d) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.



(e) If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

(g) All notices required or permitted hereunder and all deliveries to be made by any party to the other parties shall be in writing and shall be served on all of the parties at the following addresses:

If to Blackridge Association:      Blackridge Residential Association, Inc.  
3545 Market Street  
Hoover, Alabama 35226  
Attention: Jonathan Belcher  
Email: [jbelcher@e-signaturehomes.com](mailto:jbelcher@e-signaturehomes.com)

If to Blackridge 52 Association:      Blackridge 52 Residential Association, Inc.  
3545 Market Street  
Hoover, Alabama 35226  
Attention: Jonathan Belcher  
Email: [jbelcher@e-signaturehomes.com](mailto:jbelcher@e-signaturehomes.com)

Any such notices shall be deemed to be sufficiently given or served upon, and any deliveries shall be deemed to have been sufficiently made to, any party hereto when (i) sent by personal delivery to the address set forth above, (ii) deposited in the United States mail by registered or certified mail, return receipt requested, postage prepaid and addressed as provided above, (iii) deposited with a nationally recognized overnight delivery courier service for next business day delivery and addressed as set forth above, (iv) sent by facsimile transmission during regular business hours of any business day, in which case notice shall be deemed given upon confirmation of transmission of such facsimile notice, or (v) sent by electronic mail (email) to the email address set forth above, in which case notice shall be deemed given upon confirmation of transmission of such email notice. The above addresses may be changed by written notice to the other parties given in the manner set forth above.

(h) Time is of the essence in the payment and performance of all obligations of each party to this Agreement.

(i) Each exhibit which is referred and attached to this Agreement is incorporated herein as if set out fully in the body hereof.

(j) Nothing contained in this Agreement and no action by the parties hereto will be deemed or construed to create the relationship of principal and agent, or a partnership, or a joint venture or any association between or among any of the parties hereto. This Agreement does



not create any rights or obligations in favor of any third parties who have not executed this Agreement.

(k) WAIVER OF JURY TRIAL. THE PARTIES HERETO EACH ACKNOWLEDGE AND AGREE THAT EACH DOES HEREBY WAIVE ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION, OR CAUSE OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED TO OR INCIDENTAL TO THE RELATIONSHIP OF THE PARTIES ESTABLISHED BY THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE. EACH PARTY HERETO AGREES THAT ANY OF THE OTHER PARTIES MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED AGREEMENT OF THE PARTIES HERETO IRREVOCABLY TO WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY AND THAT ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN ANY OF THE PARTIES HERETO SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

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

By: [Signature]  
Printed Name: Scott Rehner  
Title: member

**BLACKRIDGE 52 RESIDENTIAL  
ASSOCIATION, INC.,** an Alabama nonprofit  
corporation

By: [Signature]  
Printed Name: Scott Rehner  
Title: member

  
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08/10/2022 12:40:11 PM FILED/CERT



STATE OF ALABAMA )  
 :  
JEFFERSON COUNTY )

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.

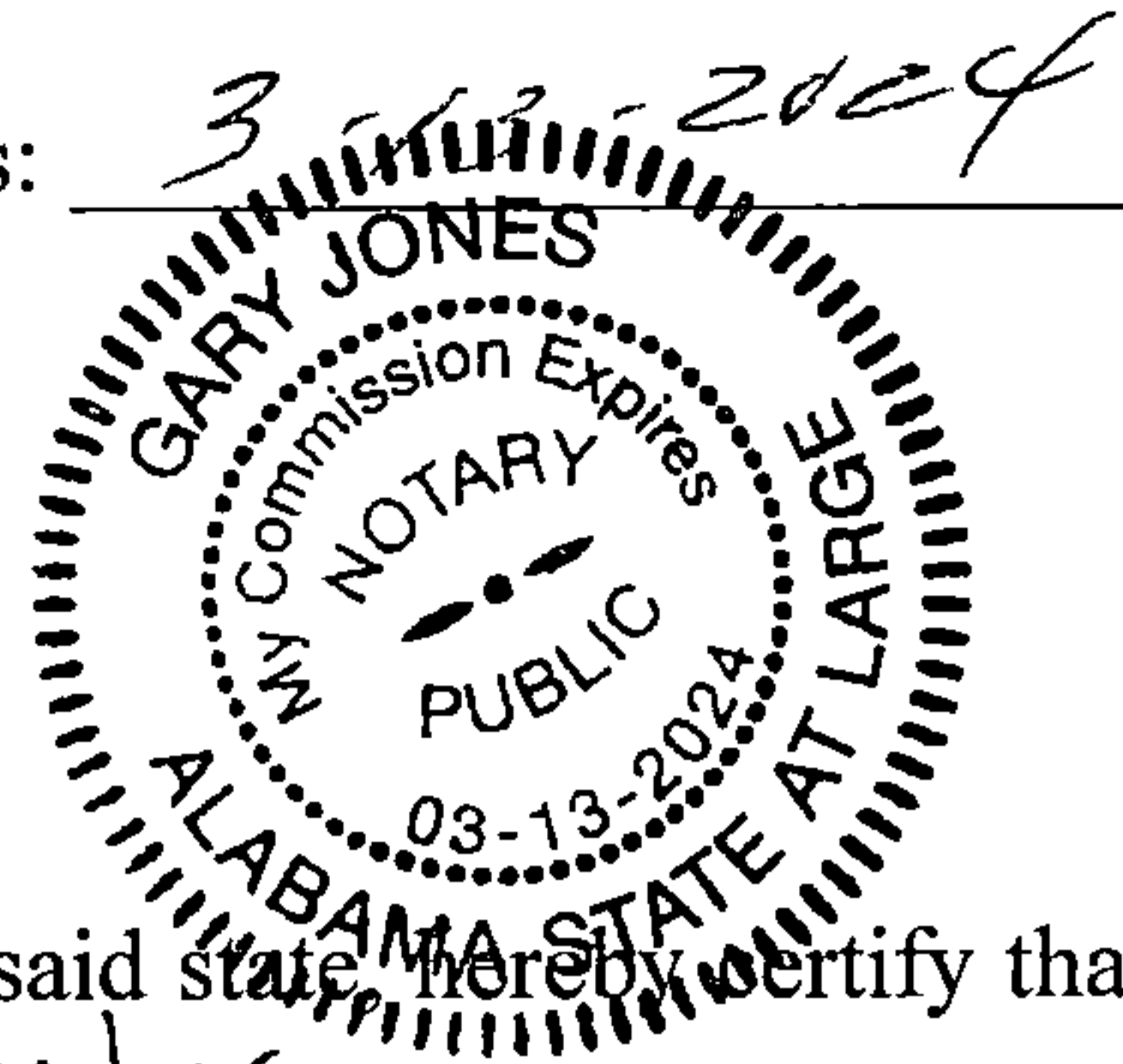
Given under my hand and official seal this 20 day of June, 2022.

[Signature]  
Notary Public

[NOTARIAL SEAL]

My commission expires: 3-13-2024

STATE OF ALABAMA )  
 :  
JEFFERSON COUNTY )



I, the undersigned, a notary public in and for said county in said state, hereby certify that Scott Rohrer, whose name as Member of **Blackridge 52 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 20 day of June, 2022.

[Signature]  
Notary Public

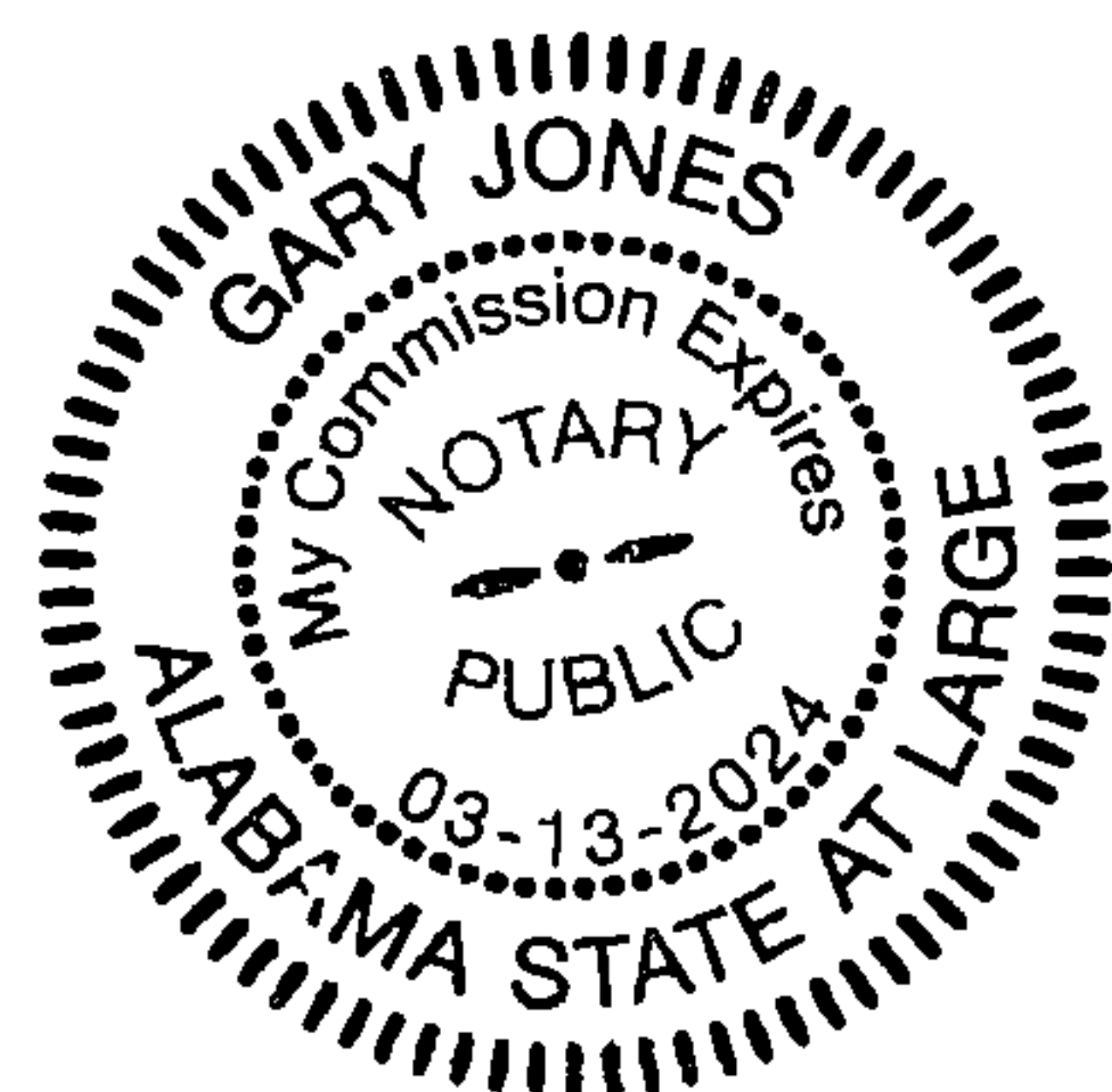
[NOTARIAL SEAL]

My commission expires: 3-13-2024

This instrument prepared by and upon recording should be returned to:

Stephen R. Monk, Esq.  
Bradley Arant Bout Cummings LLP  
One Federal Place  
1819 Fifth Avenue North  
Birmingham, Alabama 35203  
(205) 521-8429

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**EXHIBIT A**

**Map of Fitness Facility Property**

**Lot CA-3 According to the Unrecorded Final Plat of Blackridge Phase 3 Common Areas ,**

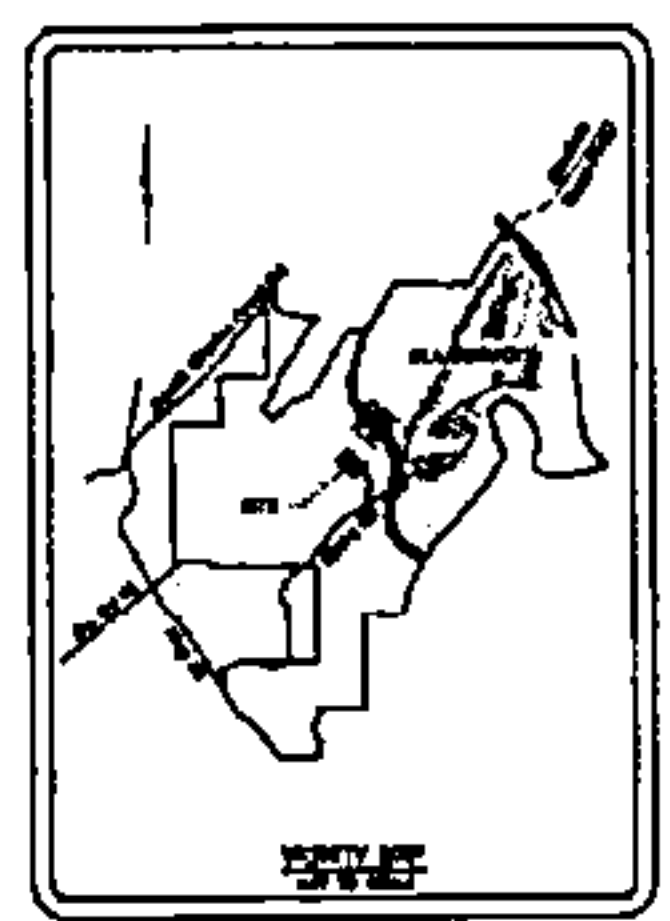
**See attached.**



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Shelby Cnty Judge of Probate, AL  
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FINAL PLAT OF THE SUBDIVISION OF:  
**BLACKRIDGE SOUTH PHASE 7  
COMMON AREAS**  
Being a subdivision of acreage situated in the  
SE 1/4 of the SE 1/4 of Section 7, the SW 1/4 of  
the SW 1/4 of Section 8, and the NE 1/4 of the  
NE 1/4 of of Section 18, Township  
20 South, Range 3 West, in the  
City of Hoover, Shelby County,  
Alabama  
SCALE: 1" = 100'  
June 9, 2022  
GRAPHIC SCALE  
0 100 200 300 400 500  
DEVELOPER: BLACKRIDGE PARTNERS, LLC  
3645 MARKET STREET  
HOOVER, ALABAMA 35226  
(205) 848-5548  
ENGINEER: ALABAMA ENGINEERING COMPANY, INC.  
1214 ALFORD AVENUE, SUITE 200  
HOOVER, ALABAMA 35226  
(205) 803-2151



- LEGEND
- ROW - RIGHT-OF-WAY
  - C - CURVE
  - SF - SQUARE FEET
  - TAN - TANGENT
  - CH - CHORD
  - A - CENTRAL ANGLE
  - R - RADIUS
  - L - LENGTH
  - MB - MAP BOOK
  - PO - PAGE
  - CL - CENTERLINE
  - SAN - SANITARY
  - N.T.S. - NOT TO SCALE

This subdivision is located partially in flood zone X  
as shown on map number 01117C0112F  
of the FEMA Flood Insurance Rate Map for Shelby County,  
Alabama dated September 24, 2021.

APPROVED: \_\_\_\_\_ DATE \_\_\_\_\_  
CITY CLERK, CITY OF HOOVER

APPROVED: \_\_\_\_\_ DATE \_\_\_\_\_  
CITY ENGINEER

APPROVED: \_\_\_\_\_ DATE \_\_\_\_\_  
CHAIRMAN PLANNING AND ZONING

ACKNOWLEDGED BY: \_\_\_\_\_ DATE \_\_\_\_\_  
DIRECTOR, ENVIRONMENTAL SERVICES DEPARTMENT

Environmental Services Department approval indicates that easements  
have been dedicated for future Jefferson County sanitary sewers,  
however this does not mean sanitary sewers have been built or will  
be built in the future. Any change in any Right of Way or Easement  
boundaries after this date may VOID this approval.

I, ROBERT W. EASLEY, IV, A REGISTERED LAND 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, ROBERT W. EASLEY, IV, SURVEYOR, FURTHER STATES THAT  
THIS PLAT OR MAP IS A TRUE AND CORRECT MAP OF LANDS SHOWN THEREIN AND KNOWN AS OR TO BE KNOWN  
AS BLACKRIDGE SOUTH PHASE 7 COMMON AREAS SHOWING THE DIVISIONS INTO WHICH IT IS PROPOSED TO DIVIDE  
SAID LANDS, GIVING THE LENGTH AND BEARINGS OF THE BOUNDARIES OF EACH LOT AND ITS NUMBER, SHOWING THE  
STREETS, ALLEYS, AND PUBLIC LANDS GIVING 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 SERVIFIRST BANK.

FURTHER, 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.

**PRELIMINARY - DO NOT RECORD**

ROBERT W. EASLEY, IV, PLS. DATE \_\_\_\_\_ BLACKRIDGE PARTNERS, LLC, OWNER



State of Alabama  
County of Jefferson  
I, the undersigned, a Notary Public in and for said County and State hereby certify that Robert W. Easley, IV, whose name  
as surveyor 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 \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Notary Public \_\_\_\_\_ My Commission Expires \_\_\_\_\_

State of Alabama  
County of Jefferson  
I, the undersigned, a Notary Public in and for said County and State hereby certify that \_\_\_\_\_ whose  
name is signed to the contents of the instrument, he, as such officer and with full authority,  
before me, on this date, that after having been duly informed of the contents of said certificate, he executed same  
voluntarily as such individual with full authority thereof.  
Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

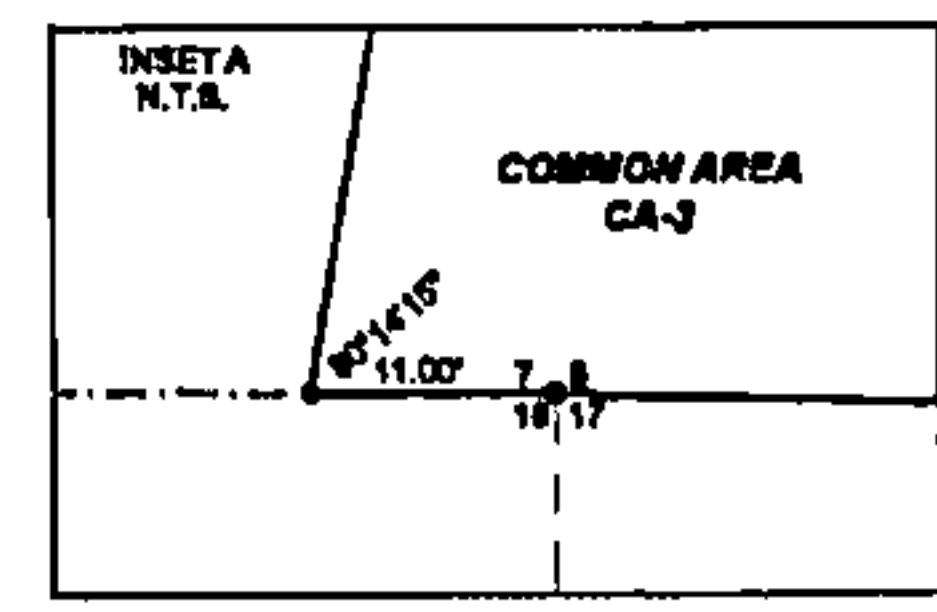
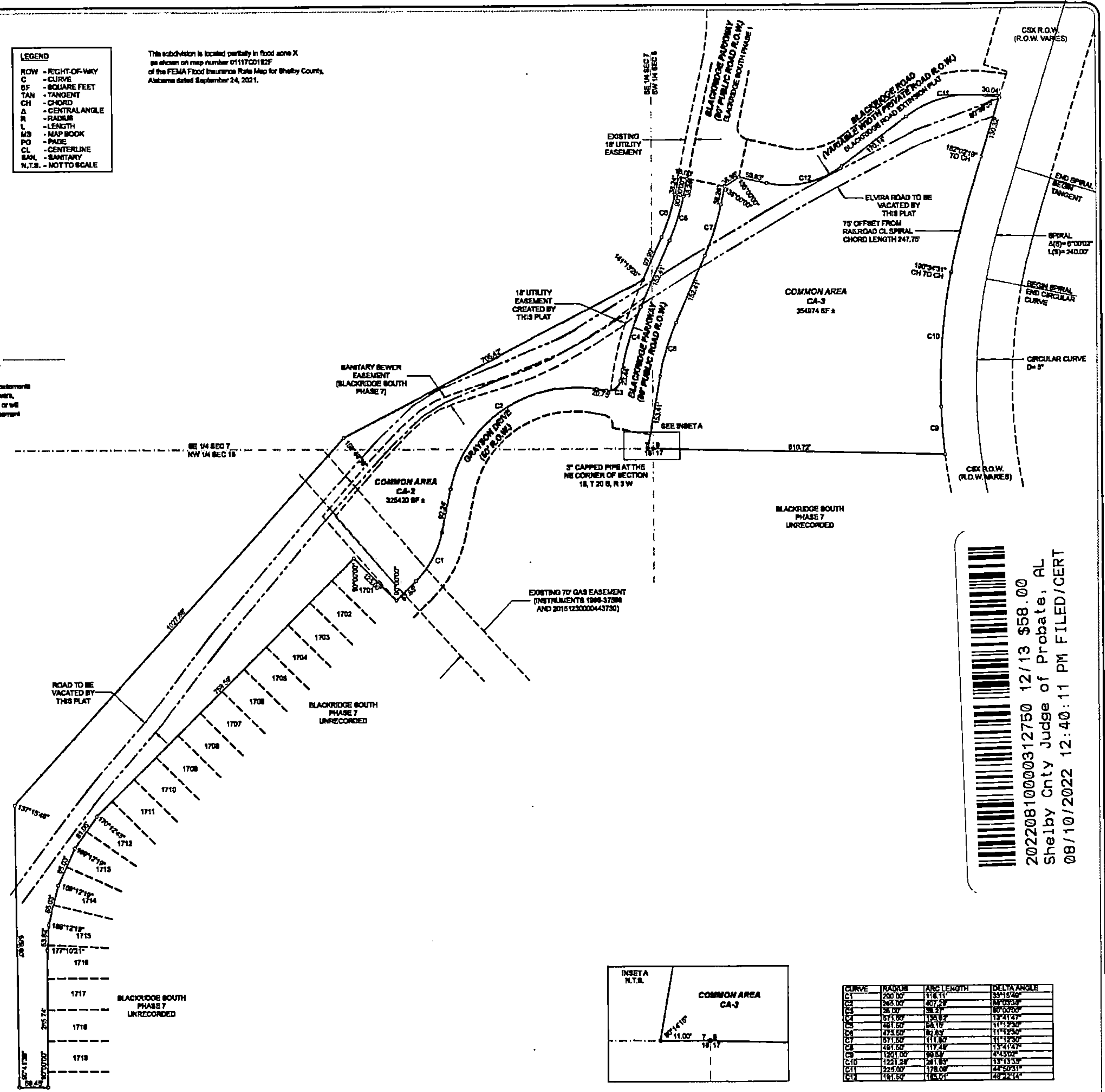
Notary Public \_\_\_\_\_ My Commission Expires \_\_\_\_\_

PLAT ACKNOWLEDGED BY:

BY: \_\_\_\_\_ DATE \_\_\_\_\_

SERVIFIRST BANK  
State of Alabama  
County of Jefferson  
I, the undersigned, a Notary Public in and for said County and State, hereby certify that  
\_\_\_\_\_ whose name as \_\_\_\_\_ of Servifirst Bank,  
is signed to this instrument, and who is known to me, acknowledged before me on this day that,  
being informed of the contents of the instrument, he, as such officer and with full authority,  
(s)he executed the same voluntarily for and as the act of said corporation.  
Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Notary Public \_\_\_\_\_ My Commission Expires \_\_\_\_\_



| CURVE | RADIUS   | ARC LENGTH | DELTA ANGLE |
|-------|----------|------------|-------------|
| CC1   | 200.00'  | 118.11'    | 33°15'29"   |
| CC2   | 265.00'  | 407.39'    | 80°03'08"   |
| CC3   | 25.00'   | 38.33'     | 89°23'00"   |
| CC4   | 571.89'  | 136.62'    | 13°41'29"   |
| CC5   | 481.50'  | 84.15'     | 11°19'30"   |
| CC6   | 473.50'  | 82.93'     | 11°19'30"   |
| CC7   | 571.89'  | 111.80'    | 11°19'30"   |
| CC8   | 481.50'  | 117.29'    | 13°41'29"   |
| CC9   | 1201.00' | 98.02'     | 4°43'02"    |
| CC10  | 1251.24' | 241.83'    | 13°13'13"   |
| CC11  | 224.00'  | 178.09'    | 44°50'51"   |
| CC12  | 181.50'  | 104.01'    | 33°23'14"   |

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Shelby Cnty Judge of Probate, AL  
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## EXHIBIT B

### Waiver and Release

The undersigned, \_\_\_\_\_ (“Owner”) for such Owner and any natural person who, at the request or invitation of the Owner and all family members or invitees of any Owner (collectively, “Guests”), by entry into and use of the \_\_\_\_\_ Fitness Facility (the “Fitness Facility”) owned by the Blackridge 52 Residential Association, Inc., does hereby:

(a) Irrevocably and unconditionally waive, release and forever discharge the Blackridge 52 Residential Association, Inc., the Blackridge Residential Association, Inc., Blackridge Partners, LLC, Blackridge Partners II, LLC, Clayton Properties Group, Inc. and their respective agents, employees, officers, directors, shareholders, members and managers (collectively, the “Released Parties”), and their respective successors and assigns, of and from any and all actions, causes of action, claims, demands, agreements, covenants, suits, obligations, controversies, accounts, damages, costs, expenses, losses and liabilities of every kind or nature, known or unknown, arising out of or on account of any loss, damage or injury to person or property, including death, as a result of the use of the Fitness Facility by Owner and any Guests of Owner;

(b) Acknowledge and agree that: (i) none of the Released Parties shall provide any supervisory personnel or assistance in the conduct of any activities on or about the Fitness Facility; (ii) the use of the Fitness Facility by any Owner or any Guests of Owner shall be at the sole risk and expense of the person or entity using the Fitness Facility; and (iii) Owner and all Guests of Owner should exercise utmost care and safety precautions in connection with the use of the Fitness Facility; and

(c) Indemnify, agree to defend and hold all of the Released Parties harmless from and against any and all claims, demands, actions, causes of action, costs, damages, losses, fines, charges and expenses, including reasonable attorneys’ fees and expenses, suffered, paid or incurred by any of the Released Parties as a result of any injury (including death) suffered or incurred by any Guests of Owner caused by or resulting from the use of the Fitness Facility.

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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