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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**

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**THIS EIGHTH AMENDMENT TO BLACKRIDGE RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (this "Amendment") is made and entered into as of the 10<sup>th</sup> day of August, 2022 by and among **BLACKRIDGE PARTNERS, LLC**, an Alabama limited liability company ("Developer"), **BLACKRIDGE PARTNERS II, LLC**, an Alabama limited liability company ("Blackridge II"), and **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation ("Clayton").

**RECITALS:**

Developer has heretofore executed 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 as of December 4, 2017 and recorded as Instrument 20171204000433490 in the aforesaid Probate Office, (ii) Second Amendment thereto dated as of December 19, 2017 and recorded as Instrument 20171219000452060 in the aforesaid Probate Office, (iii) Third Amendment thereto dated as of September 26, 2018 and recorded as Instrument 20180926000344020 in the aforesaid Probate Office, (iv) Fourth Amendment thereto dated as of September 26, 2018 and recorded as Instrument 20180926000344030 in the aforesaid Probate Office, and (v) Fifth Amendment thereto dated as of April 30, 2019 and recorded as Instrument 20190501000145750 in the aforesaid Probate Office, (vi) Sixth Amendment thereto dated as of October 11, 2021 and recorded as Instrument 2021011000494730 in the aforesaid Probate Office and, (vii) Seventh Amendment thereto dated as of October 18, 2021 and recorded as Instrument 2022040100013470 in the aforesaid Probate Office (collectively, as amended, the "Blackridge Declaration"). *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Blackridge Declaration.*

Blackridge II is the owner of that certain real property (the "Blackridge II Property") which is more particularly described in Exhibit A-1 attached hereto and incorporated herein by reference which is currently subject to all of the terms and conditions of the Blackridge Declaration.

Clayton is the owner of that certain real property (the "Clayton Property") which is more particularly described in Exhibit A-2 attached hereto and incorporated herein by reference which is currently subject to all of the terms and conditions of the Blackridge Declaration.


Pursuant to the terms and provisions of Section 2.08 of the Blackridge Declaration, Developer, Blackridge II and Clayton desire to remove the Blackridge II Property and the Clayton Property from all of the terms and provisions of the Blackridge Declaration.

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

1. Removal of Property from Declaration. Pursuant to the terms and provisions of Section 2.08 of the Blackridge Declaration, Developer, Blackridge II and Clayton do hereby agree that the Blackridge II Property and the Clayton Property, as described in Exhibits A-1 and A-2, respectively, hereto are hereby removed from all of the terms and provisions of the Blackridge Declaration and from and after the date hereof shall no longer be subject to any of the terms and provisions of the Blackridge Declaration.

2. Full Force and Effect. Except as expressly modified and amended herein, all of the terms and provisions of the Blackridge Declaration shall remain in full force and effect.

[Signatures appear on the following pages.]

  
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IN WITNESS WHEREOF, the parties hereto have executed this Amendment 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 JEFFERSON            )

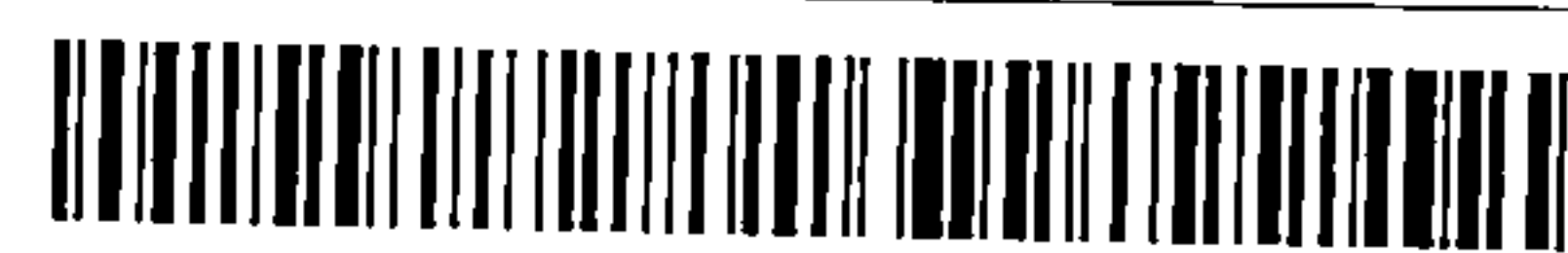
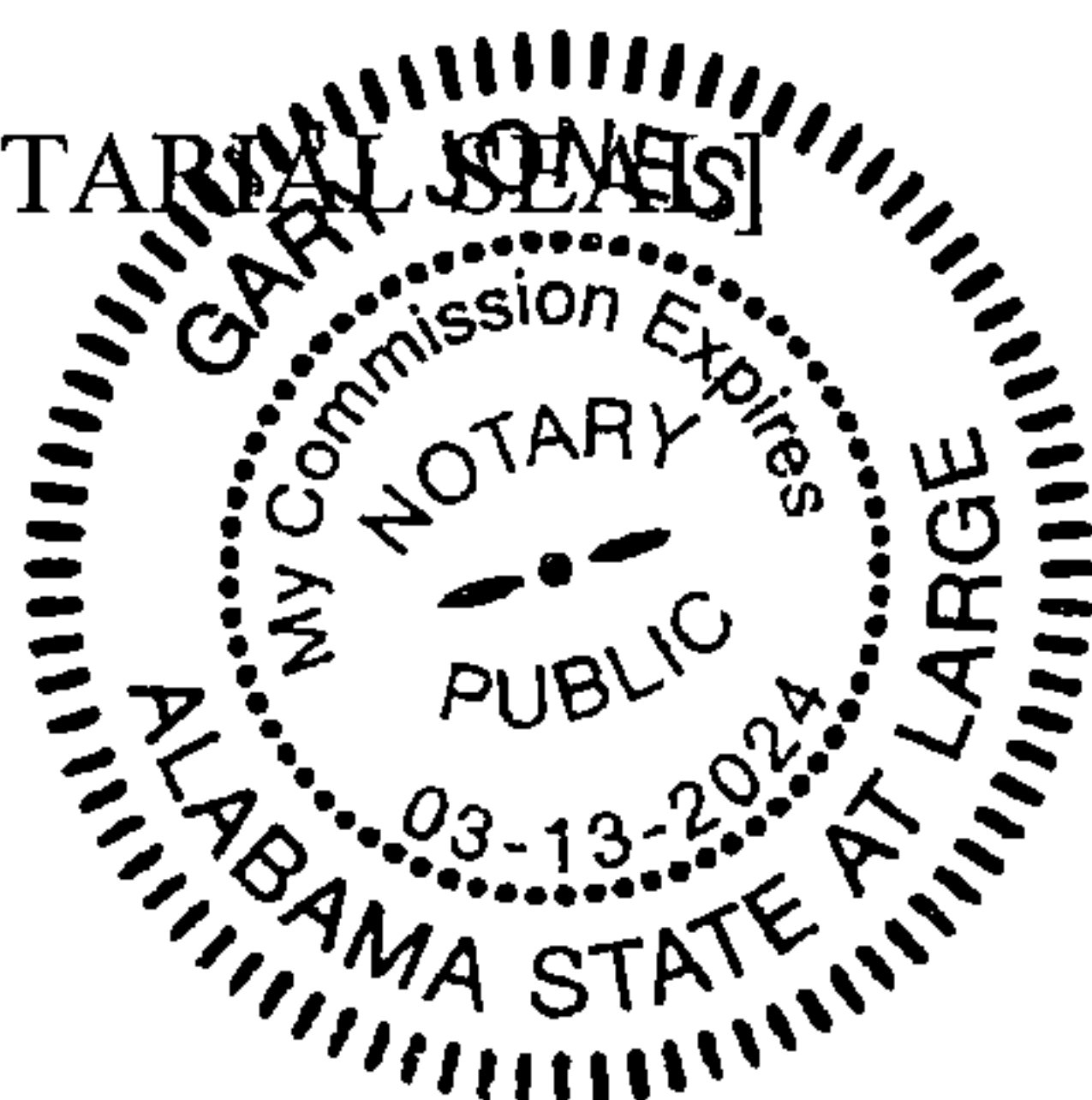
I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Scott Rohrer, whose name as Vice President of **BLACKRIDGE PARTNERS, LLC**, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she, as such VP and with full authority, executed the same voluntarily for and as the act of said limited liability company.

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

[Signature]  
Notary Public

My commission expires: 3-13-2024

[NOTARY SEAL]



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

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

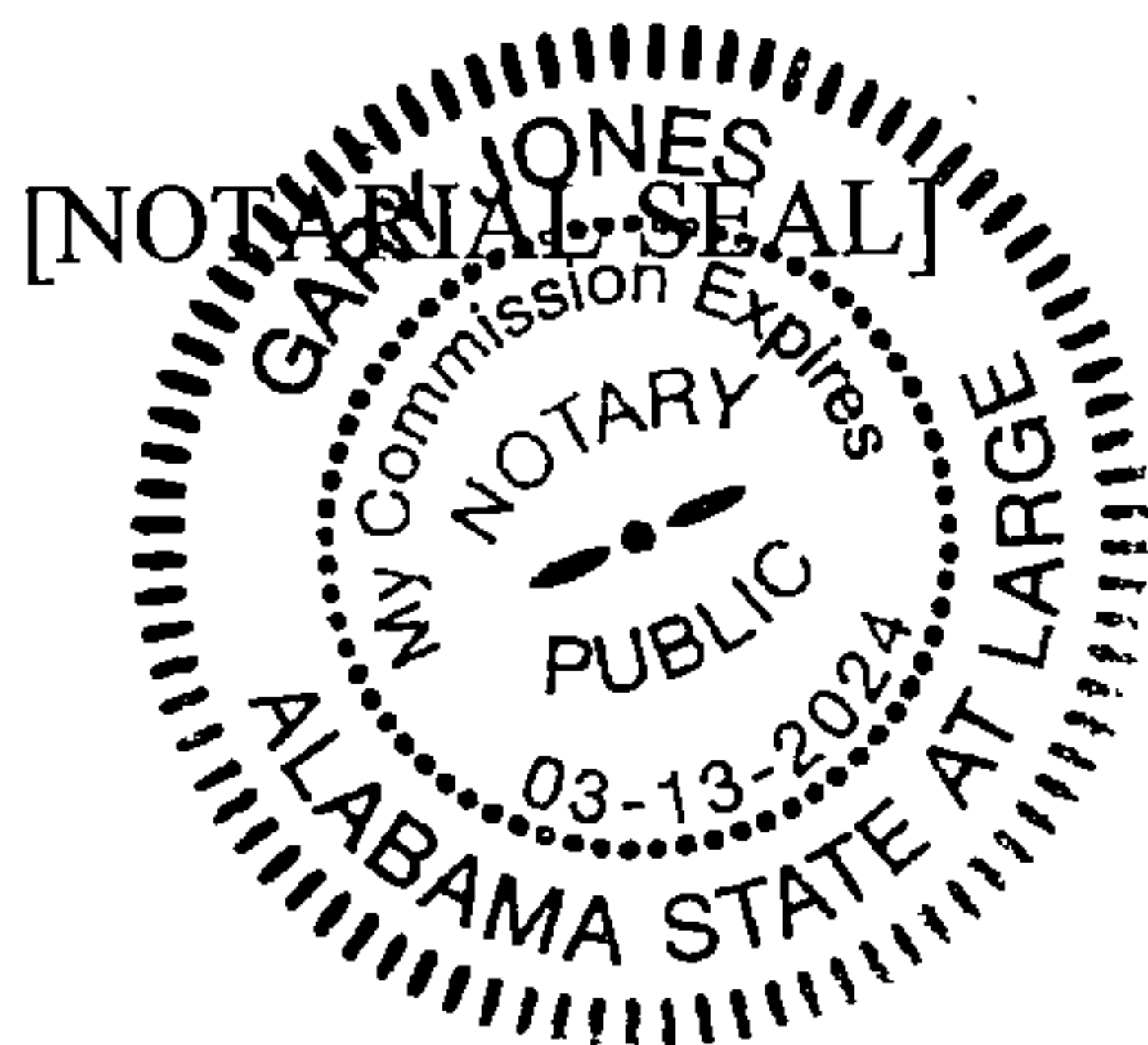
STATE OF ALABAMA                    )  
  :  
COUNTY OF JEFFERSON            )

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 II, 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 the instrument, he or she, as such VP and with full  
authority, executed the same voluntarily for and as the act of said limited liability company.

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

[Signature]  
Notary Public

My commission expires: 3-13-2024



[Barcode]  
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CLAYTON PROPERTIES GROUP, INC., a  
Tennessee corporation

By: [Signature]  
Printed Name: J. Brooks Harris  
Title: Vice President

STATE OF ALABAMA                    )  
  :  
COUNTY OF JEFFERSON            )

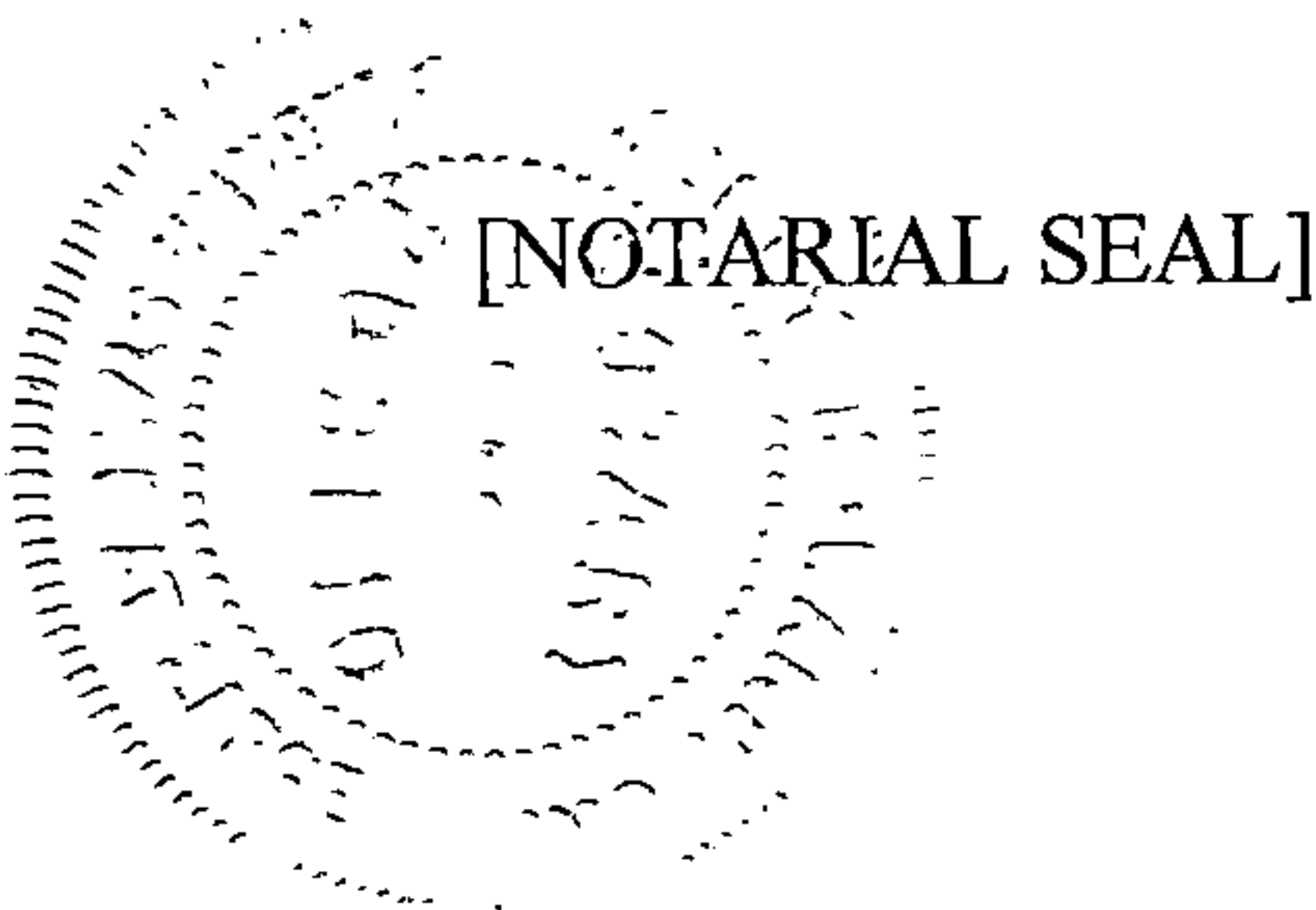
I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Brooks Harris, whose name as Vice President of **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

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

[Signature]  
Notary Public

**My Commission Expires**  
**September 18, 2023**

My commission expires: September 18, 2023



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## CONSENT OF MORTGAGEE

THIS CONSENT OF MORTGAGEE (this "Consent") is made and entered into as of the 21<sup>st</sup> day of June, 20\_\_ by TRUSTMARK BANK, a national banking association ("Mortgagee").

### R E C I T A L S:


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 No. 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 August 10, 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 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.

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

Trustmark National Bank,  
A National Banking Association

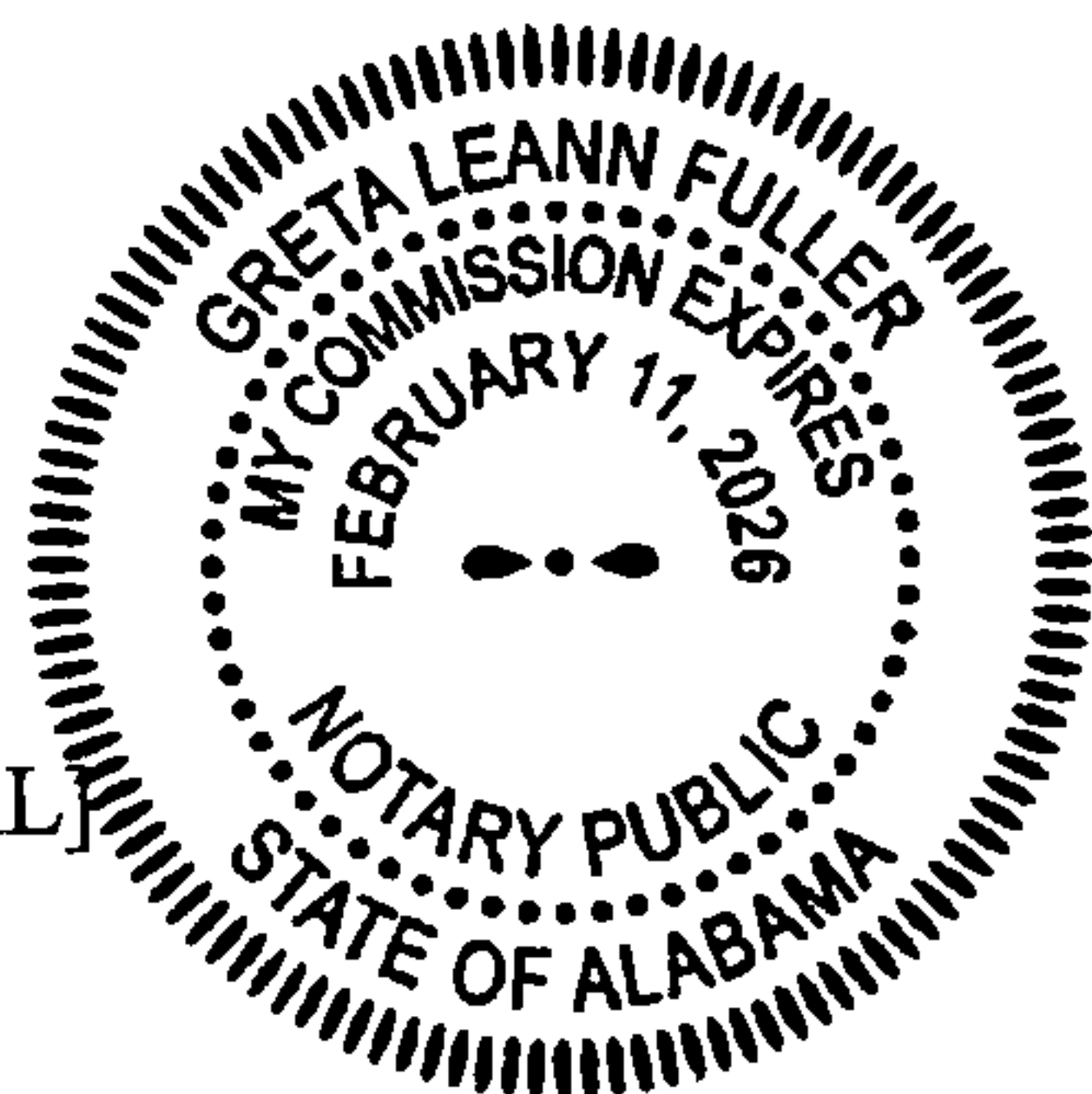
By: [Signature]  
Printed Name: BEN HENDRIX  
Title: SVP

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 Senior Vice President of Trustmark National Bank an 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 27<sup>th</sup> day of June, 2022.

[NOTARIAL SEAL]



Greta Leann Fuller  
Notary Public

My commission expires: 2-11-2026



## CONSENT OF MORTGAGEE

THIS CONSENT OF MORTGAGEE (this "Consent") is made and entered into as of the 23<sup>rd</sup> day of June, 2022 by SERVISFIRST BANK, an Alabama bank ("Mortgagee").

### R E C I T A L S:

Mortgagee is the holder of that certain Mortgage and Security Agreement (Purchase Money Mortgage) dated as of April 30, 2019, executed by Blackridge Partners, LLC ("Mortgagor"), recorded as Instrument Number 20190501000145810 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 August 10, 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 Amendment shall not be affected thereby. *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

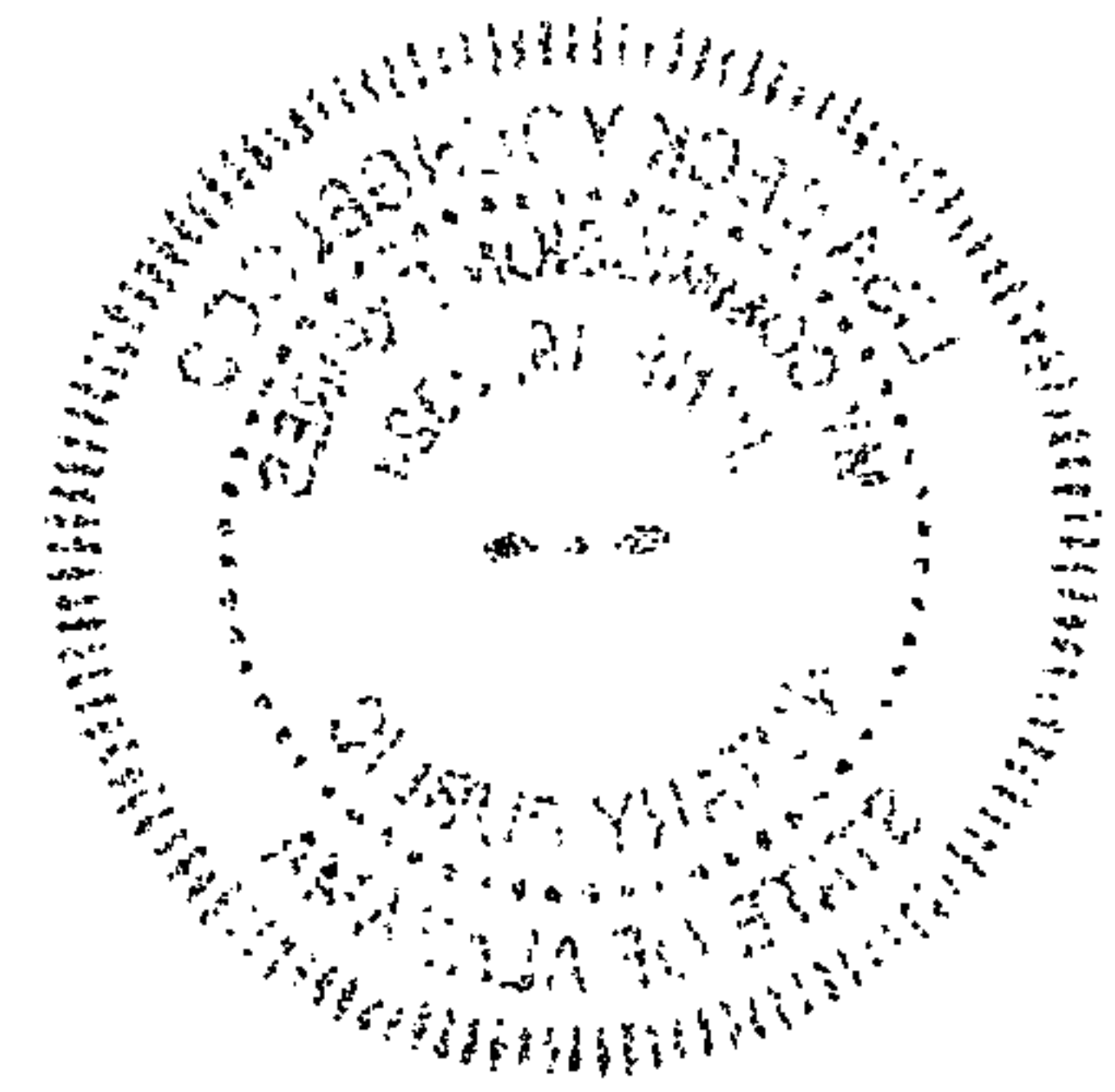
NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee does hereby covenant and agree as follows:

1. Mortgagee does hereby consent to the execution of this 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 this 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.



**EXHIBIT A-1**

**Legal Description of Blackridge II Property**



**EXHIBIT A-1**

**Legal Description of Blackridge II Property**

See attached.



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Legal Description of Blackridge II Property

Commencing at a found 3" capped pipe marking the common corner to sections 7, 8, 17, and 18, township 20 south, range 3 west, and thence running along the west section line of said section 17s00°01'11"11w for a distance of 2352.01' to the point of beginning of the land herein described:

Thence continuing along said section line, s00°00'02"e for a distance of 1325.96', thence run s00°00'34"e for a distance of 1326.72' to the section corner common to sections 17, 18, 19, and 20, t-20-s, r-3-w, thence along the south section line of said section 18, run s89°57'22"w for a distance of 1312.39', thence run s00°10'27"w for a distance of 162.26' to a point on the easterly riverbank of the Cahaba river, thence along said riverbank in a general southerly direction for a distance of 642' more or less, thence departing said riverbank, run s00°10'27"11w for a distance of 568.37', thence run s89°56'37"w for a distance of 1102.92' to a point on the easterly right-of-way line of Shelby county road no.52, thence along said right-of-way, run n34°24'51"11w for a distance of 525.53', thence along a curve to the left, with a radius of 1950.08', an arc length of 694.50', and a chord bearing and distance of n44°37'01"w 690.84', thence run n54°45'22"11w for a distance of 168.11'. thence along a curve to the right, with a radius of 1233.57', an arc length of 516.98', and a chord bearing and distance of n42°44'59"w 513.21', thence run n30°44'37"w for a distance of 491.04'. thence departing said right-of-way line, run n00°26'24"11w for a distance of 594.35' to a point on the centerline of highway no.269, thence running along said centerline in a general easterly direction for a distance of 686.00' more or less, thence run n89°55'50"e for a distance of 167.83'. thence continuing along said centerline in a general south and easterly direction for a distance of 825.00' more or less, thence departing said road centerline, run s30°12'02"e for a distance of 50.38', thence run s30°12'02"e for a distance of 499.78', thence run n59°48'16"e for a distance of 903.36', thence run n00°00'00"11w for a distance of 161.15' to a found 3" capped pipe, thence run n00°10'30"11w for a distance of 2650.30' to a found 2" capped pipe, thence run n37°55'30"e for a distance of 2453.90', thence run n65°10'47"e for a distance of 583.39' to a point on the westerly right-of-way line of CSX railroad, thence along said right-of-way line run s17°11'33"11w for a distance of 56.61', thence run s72°48'27"e for a distance of 50.00', thence run s17°11'33"w for a distance of 179.31', thence along a curve to the left, with a radius of 2741.49', an arc length of 243.12'. and a chord bearing and distance of s14°39'08"w 243.04', thence with a compound curve to the left, with a radius of 1201.00', an arc length of 379.36', and a chord bearing and distance of s03°03'45"w 377.79', thence with a reverse curve to the right, with a radius of 266.48', an arc length of 13.28', and a chord bearing and distance of s06°18'12"e 13.28', thence with a reverse curve to the left, with a radius of 1201.00', an arclength of 914.80', and a chord bearing and distance of s28°26'28"e 892.85', thence with a compound curve to the left, with a radius of 2741.53', an arc length of 243.11', and a chord bearing and distance of s52°48'10"e 243.03', thence run s34°39'24"w for a distance of 25.00', thence run s55°20'36"11e for a distance of 317.11' to a point on the westerly riverbank of the Cahabariver, thence departing said railroad right-of-way line, along the westerly riverbank of the Cahabariver run 1621.00' more or less, thence departing said riverbank, run n88°43'17"w for a distance of 954.79' to the point of beginning.

Said parcel containing 342.197 acres more or less, and

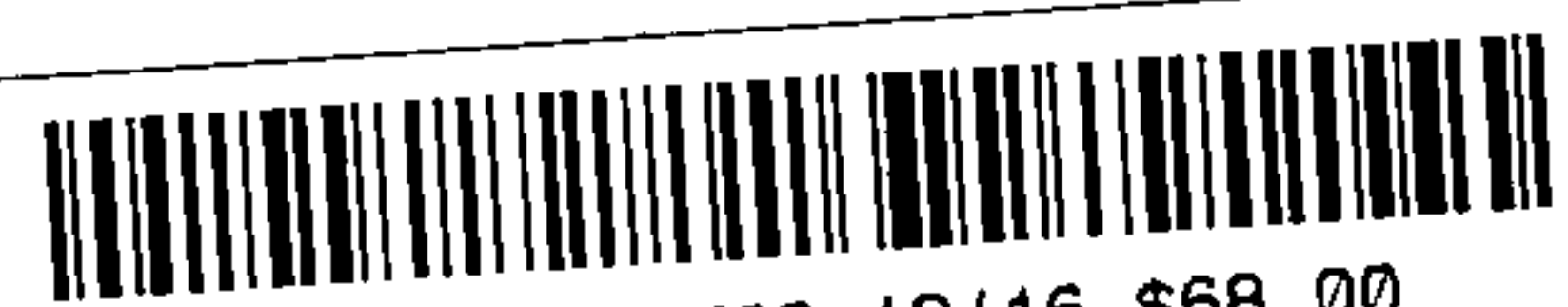
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Less and Except the Following Described Property:

That portion of the Developer Property zoned Planned Commercial (PC) in the Third Amendment to the Blackridge Zoning Application and Development Plan dated February 8, 2021, revised May 3, 2021, adopted by the City on May 3, 2021, and approved by the City Council Ordinance Number 21-2512.

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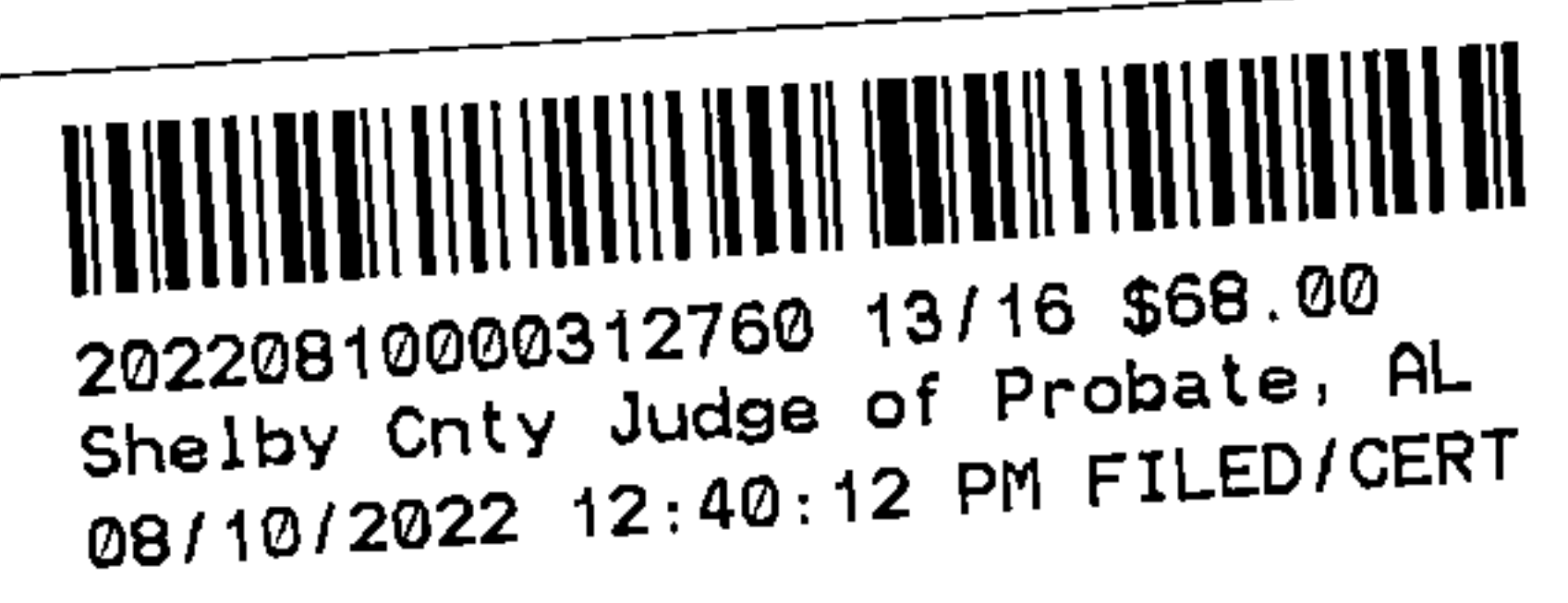
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**EXHIBIT A-2**

**Legal Description of Clayton Property**

See attached.



### Legal Description of Clayton Property

Beginning at a found 2" capped pipe, thence run s89°58'35"w for a distance of 1322.45', thence run n89°53'18"w for a distance of 1625.52', thence run n00°06'29"e for a distance of 142.39', thence run n89°51'50"w for a distance of 824.47', thence run s52°44'24"w for a distance of 247.97' to a point on the west line of section 18, t-20-s, r-3-w, thence along said section line run n00°36'02"w for a distance of 1333.87' to the corner common to sections 7 and 18, t-20-s, r-3-w and sections 12 and 13, t-20-s, r-4-w, thence along the west section line of section 7, t-20-s, r-3-w, run n00°31'00"w for a distance of 2656.42', thence departing said section line, run s89°27'48"e for a distance of 1332.10', thence run n00°23'14"w for a distance of 1322.89', thence run s89°14'20"e for a distance of 1335.27', thence run n00°18'50"w for a distance of 1314.49' to a point on the north section line of section 7, t-20-s, r-3-w, thence run n00°45'43"w for a distance of 660.73', thence run n89°00'23"w for a distance of 76.25', thence run n34°53'25"e for a distance of 213.81', thence run along a curve to the left, with a radius of 2175.07', an arc length of 84.76', and a chord bearing and distance of n32°00'40"e 84.75', thence run n30°53'41"e for a distance of 15.78', thence run along a curve to the left, with a radius of 4337.93', an arc length of 99.31', and a chord bearing and distance of n31°33'02"e 99.31', thence run n30°53'41"e for a distance of 51.61', thence run along a curve to the left, with a radius of 338.46', an arc length of 18.95', and a chord bearing and distance of n29°17'27"e 18.95', thence run s58°59'07"e for a distance of 157.62', thence run s31°00'53"w for a distance of 272.03', thence run s32°46'58"w for a distance of 11.66', thence run s32°46'58"w for a distance of 11.66', thence along a curve to the right, with a radius of 792.74', an arc length of 89.37', and a chord bearing and distance of s45°15'20"e 89.32', thence run s43°28'06"e for a distance of 67.62', thence along a curve to the left, with a radius of 886.12', an arc length of 541.30', and a chord bearing and distance of s61°29'51"e 532.92', thence run s78°59'04"e for a distance of 356.41', thence run n78°31'33"e for a distance of 213.45', thence run s77°27'42"e for a distance of 102.98', thence run s34°50'10"w for a distance of 426.91' to a point on the north section line of section 7, t-20-s, r-3-w, thence run s34°50'10"w for a distance of 235.91', thence run s25°31'40"w for a distance of 361.52', thence run s35°13'12"w for a distance of 722.17', thence run s25°40'46"w for a distance of 602.38', thence run s28°21'18"w for a distance of 625.66', thence run s52°47'45"e for a distance of 376.81', thence run s52°15'28"w for a distance of 207.11', thence run s06°43'20"e for a distance of 583.13', thence run s36°22'40"e for a distance of 207.34', thence run s40°21'13"e 262.33', thence run s41°42'12"e 550.83', thence run s44°46'52"e 21.23', thence run s89°43'47"e 574.83', thence run s00°14'22"e 578.97', thence run s44°46'52"e 708.93', thence run s42°13'06"e 224.84', thence run s42°13'06"e 351.31', thence run s37°55'30"w 1434.60' to the point of beginning.

Said parcel containing 430.91 acres more or less, and





The land herein described, being a part of sections 6, 7, 8, 17, 18, and 19, township 20 south, range 3 west, Shelby County, Alabama, and being more particularly described as follows:

Beginning at a found 3" capped pipe marking the common corner to sections 5, 6, 7, and 8, township 20 south, range 3 west and thence running along the north line of said section 8 s89°03'35"e for a distance of 72.70' to a point in the westerly right-of-way line of CSX railroad, thence run along said right-of-way, along a curve to the left, with a radius of 3000.00', an arc length of 618.53', and a chord bearing and distance of s20°40'46"w for a distance of 617.44', thence run s14°46'22"w for a distance of 564.47', thence along a curve to the left, with a radius of 1820.46', an arc length of 169.39', and a chord bearing and distance of s12°06'26"w 169.33', thence run n80°33'30"w for a distance of 50.00', thence run along a curve to the left, with a radius of 1870.46', an arc length of 67.60', and a chord bearing and distance of s08°24'22"w 67.60', thence run with a compound curve to the left, with a radius of 1207.89', an arc length of 977.59', and a chord bearing and distance of s15°48'54"e 951.12', thence run s50°59'58"w for a distance of 50.00', thence run along a curve to the left, with a radius of 1257.89', an arc length of 80.15', and a chord bearing and distance of s40°49'34"e 80.14', thence run with a compound curve to the left, with a radius of 1920.47', an arc length of 161.52', and a chord bearing and distance of s45°03'39"e 161.47' to a point on the east line of section 2, t-20-s, r-3-w, thence run with a compound curve to the left, with a radius of 1920.47', an arc length of 86.59', and a chord bearing and distance of s48°45'43"e 86.58', thence run s50°03'13"e for a distance of 191.76', thence along a curve to the right, with a radius of 6810.12', an arc length of 228.21', and a chord bearing and distance of s49°05'37"e 228.20', thence with a compound curve to the right, with a radius of 1335.40', an arc length of 1478.23', and a chord bearing and distance of s16°25'18"e 1403.90', thence with a compound curve to the right, with a radius of 6809.76', an arc length of 227.79', and a chord bearing and distance of s16°14'03"w 227.78', thence departing said right-of-way line run s65°10'47"w for a distance of 583.39', thence run s37°55'30"w for a distance of 1019.30', thence run n42°13'06"w for a distance of 351.31', thence run n42°13'06"w for a distance of 224.84', thence run n44°46'52"w for a distance of 708.93', thence run n00°14'22"w for a distance of 578.97', thence run n89°43'47"w for a distance of 574.83', thence run n44°46'52"w for a distance of 21.23', thence run n41°42'12"w for a distance of 550.83', thence run n40°21'13"w for a distance of 262.33', thence run n36°22'40"w for a distance of 207.34', thence run n06°43'20"w for a distance of 583.13', thence run n52°15'28"e for a distance of 207.11', thence run n46°09'01"e for a distance of 561.82', thence run n66°45'00"e for a distance of 332.29', thence run n70°35'38"e for a distance of 322.95', thence run n30°46'32"e for a distance of 2075.38', thence run s88°56'48"e for a distance of 400.72' to the point of beginning.

Said parcel containing 203.25 acres, and



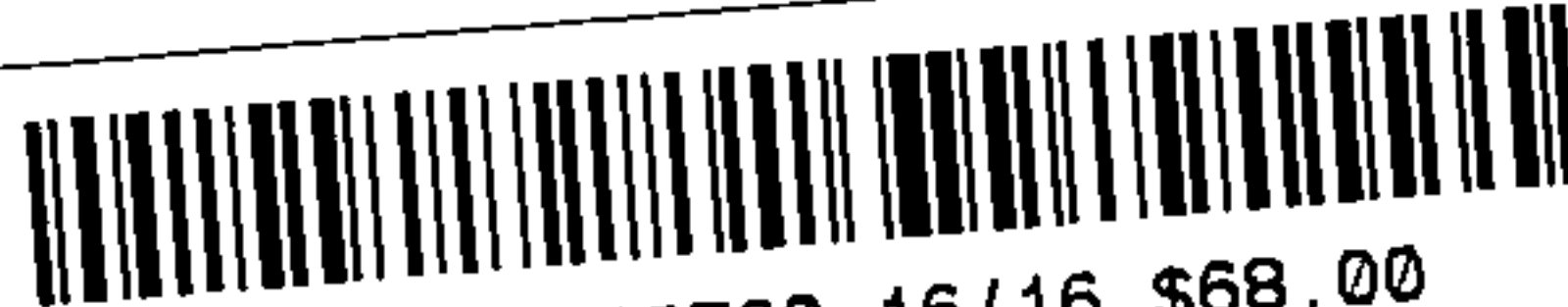
Less and Except the Following Lots:

Lots 1 and 2 according to the Final Plat of Southpointe Second Sector as recorded in in the Office of the Judge of Probate for Shelby County, Alabama in Map Book 11, Page 30

Less and Except the Following Described Parcel:

Commencing at a found 2" capped pipe marking the common corner to sections 7, 8, 17, and 18, township 20 south, range 3 west and thence running along the north line of said section 18 n89°58'31"w for a distance of 1326.48' to a found 3" capped pipe marking the point of beginning of the parcel herein described, thence continuing along said north section line, run n89°58'48"w for a distance of 2655.33', thence departing said north section line, run n00°24'03"w for a distance of 1322.32', thence run s89°45'06"e for a distance of 1329.05', thence run s89°43'47"e a distance of 1330.07', thence run s00°14'22"e a distance of 1311.19' to the point of beginning.

Said Parcel containing 80.33 acres more or less.

  
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Shelby Cnty Judge of Probate, AL  
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