

STATE OF ALABAMA     )  
                                     :  
COUNTY OF SHELBY     )

**FIRST AMENDMENT TO FITNESS FACILITY AGREEMENT**

THIS FIRST AMENDMENT TO THE FITNESS FACILITY AGREEMENT (this "Amendment") is made and entered into this 7th day of September, 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 and Blackridge Association have heretofore entered into that certain Fitness Facility Agreement dated as of August 10, 2022 (the "Agreement") which has been recorded as Instrument No. 20220810000312750 in the Office of the Judge of Probate of Shelby County, Alabama. *Capitalized terms not otherwise expressly defined herein shall have the same meaning given to them in the Agreement.*

Blackridge Association and Blackridge 52 Association desire to amend the Agreement in order to reflect that the Fitness Facility does not include the pool, pool deck, outside patio and restrooms and main clubhouse, as such areas are shaded in **Exhibit A-1** attached hereto and incorporated herein by reference.

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. Fitness Facility Definition. Paragraph 1(l) of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:

"(l) **"Fitness Facility"** shall mean and refer to the Fitness Facility which Blackridge 52 Association will cause to be constructed within that portion of the Blackridge 52 Property designated as "Common Area CA-3" in **Exhibit A** attached hereto and incorporated herein by reference; provided, however, that the term "Fitness Facility" does not include the pool, pool deck, outside patio and restrooms and main clubhouse, as such areas are shaded in **Exhibit A-1** attached hereto and incorporated herein by reference. The Blackridge South Association shall have the right from time to time to adopt and amend Rules and Regulations establishing what areas within the Fitness Facility will be available for use by the Blackridge Members."

2. Full Force and Effect. Except as expressly modified and amended by this Amendment, all of the terms and provisions of the Agreement shall remain in full force and effect and are hereby ratified, confirmed and approved by the parties hereto.

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

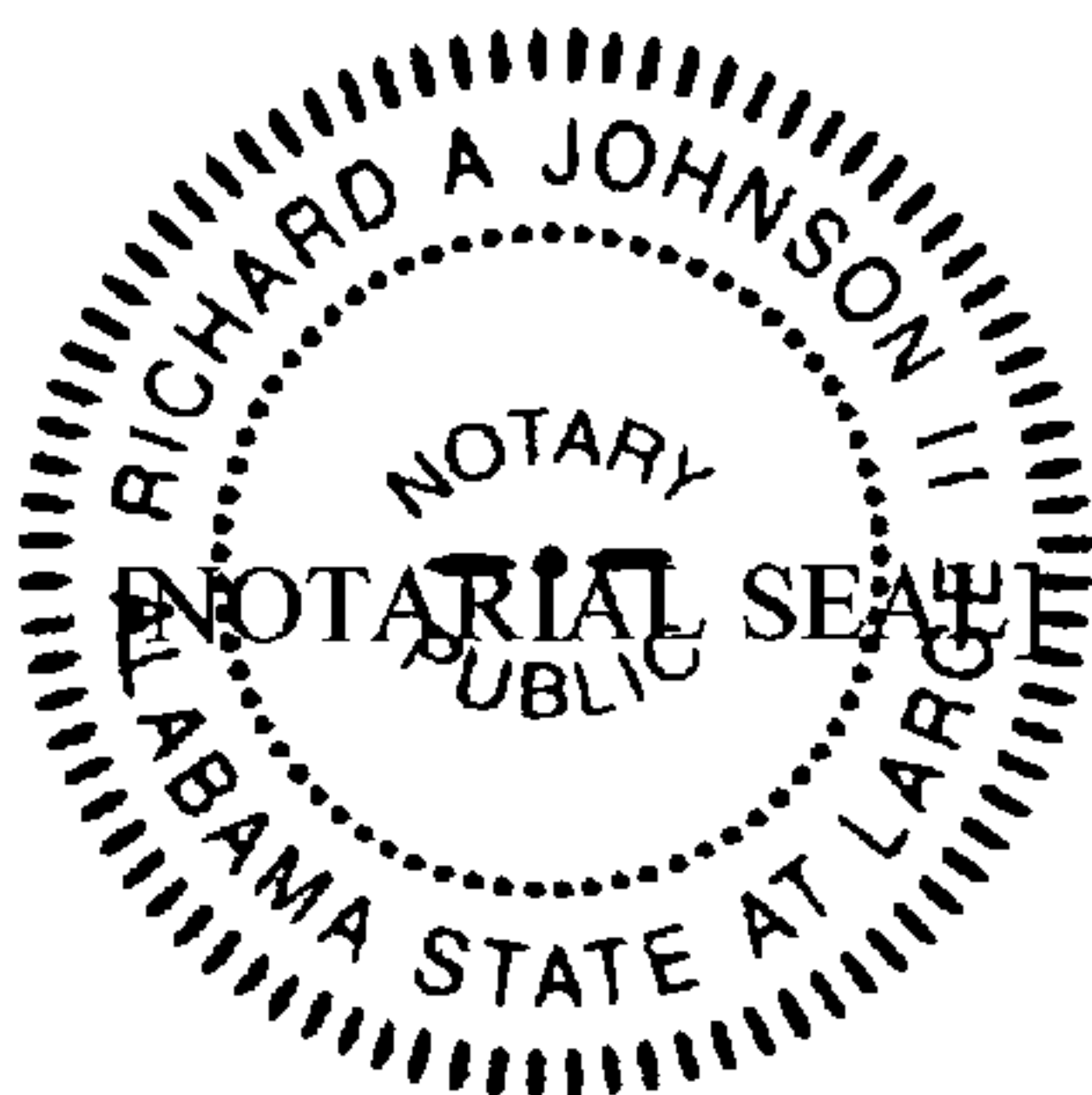
**BLACKRIDGE RESIDENTIAL  
ASSOCIATION, INC.,** an Alabama nonprofit  
corporation

By: [Signature]  
Printed Name: Scott  
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 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 the instrument, he or she, 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 seal this 1<sup>st</sup> day of September, 2022.



Richard A. Johnson II  
Notary Public

My commission expires: 8/10/24

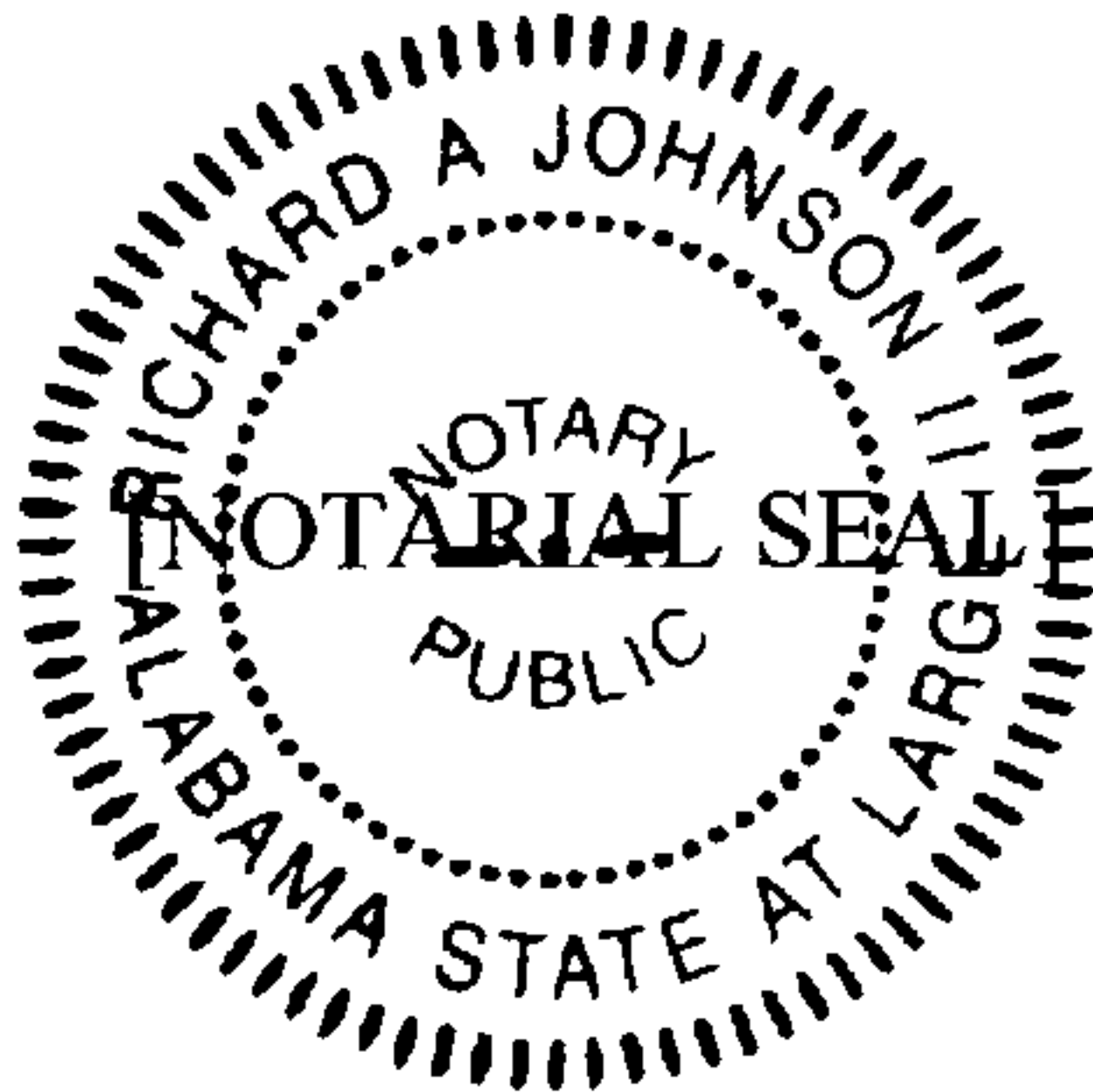
**BLACKRIDGE 52 RESIDENTIAL  
ASSOCIATION, INC.**, an Alabama nonprofit  
corporation

By: [Signature]  
Printed Name: Scott H. Hines  
Title: Member

STATE OF ALABAMA                    )  
  :  
COUNTY OF SHELBY                )

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that  
Scott H. Hines, 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 the instrument, he or she, 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 seal this 1<sup>st</sup> day of September, 2022.



Richard A. Johnson II  
Notary Public

My commission expires: 6/10/24

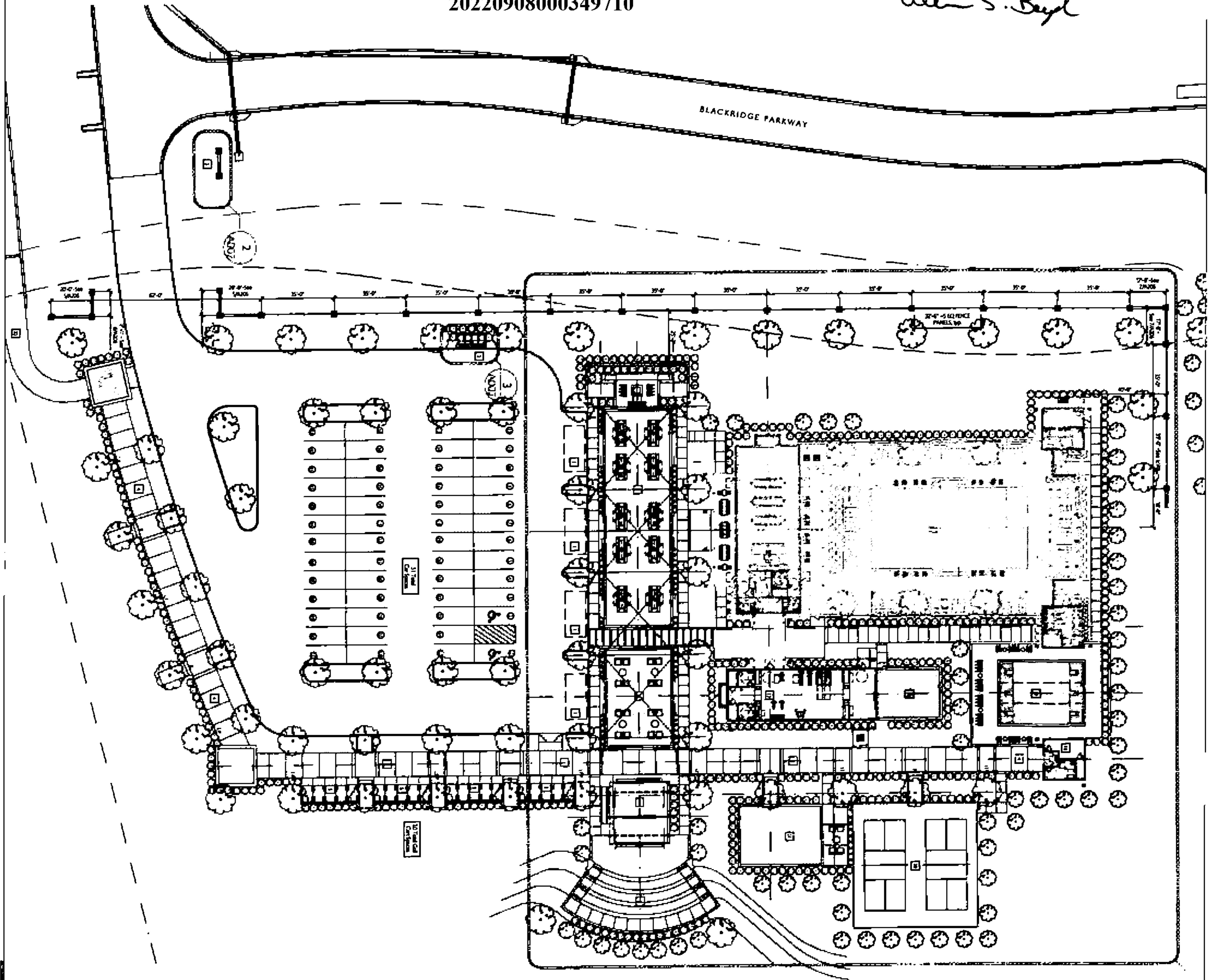
**EXHIBIT A-1**

**Areas Not Included in Definition of Fitness Facility**



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
09/08/2022 08:14:59 AM  
\$34.00 JOANN  
20220908000349710

*Allie S. Bayl*

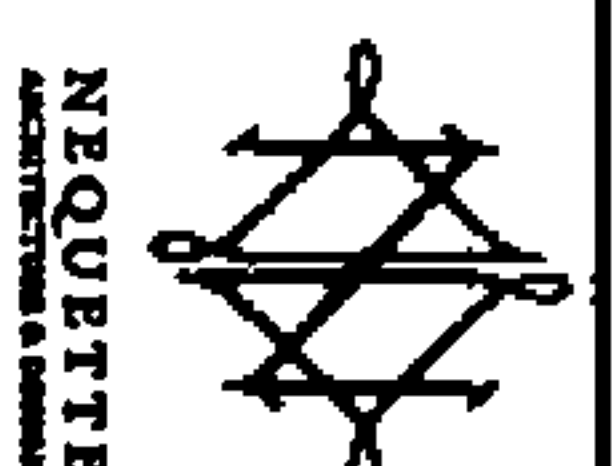


Overall Site Plan  
Scale: 1/8" = 100'

General Notes	
See O&M for grading, paving, schedule, and other site information. Verify and coordinate location of electrical transformers with Electrical. See Landscaping for amount of plant materials.	
LANDSCAPE/LANDSCAPE LEGEND	
	Soil (Low Landscaping)
	Aerial Turf
	Gravel Compacted Stone
	Pavers
	Rubber Mulch System
	Hard Formed Concrete
	Soil
SITE LEGEND	
1 Road Front Sign	11 Mail Room
2 Trash Enclosure	12 Retail Store
3 Entrance Sign	13 Outdoor Kitchen
4 Restaurant Walkway	14 Outdoor Deck
5 Golf Cart Parking	15 Outdoor Deck
6 Amphitheater	16 Library 'A'
7 Stage Platform	17 Library 'B'
8 Event Lawn	18 Golf Hole Area
9 Sky Rm Area	19 Hole Ball Course
10 Front Porch	20 Any Ground Area
11 Main Entrance	21 Entrance Tunnel
ABBREVIATIONS	
B. Branch	
U. Light Pole	
U. Light Pole (Pole)	

## BLACKRIDGE PHASE III - CLUBHOUSE

NEQUETTE PROJECT NUMBER: 21089



NEQUETTE  
ARCHITECTURE & INTERIOR DESIGN

A001

SHelby, ALABAMA  
1" = 100' 0" 1/2" = 100'