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

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THIS NINTH AMENDMENT TO BLACKRIDGE RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment") is made and entered into as of the 17<sup>th</sup> day of June, 2025 by **BLACKRIDGE PARTNERS, LLC**, an Alabama limited liability company ("Developer"), and **DARA DYE WARD (F/K/A DARA DYE) and CALEB WARD**, husband and wife ("Owner").

**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, (ii) Second Amendment thereto dated December 19, 2017 and recorded as Instrument No. 20171219000452060 in said Probate Office, (iii) Third Amendment thereto dated September 26, 2018 and recorded as Instrument No. 20180926000344020 in said Probate Office, (iv) Fourth Amendment thereto dated September 26, 2018 and recorded as Instrument No. 20180926000344030 in said Probate Office, (v) Fifth Amendment thereto dated October 15, 2019 and recorded as Instrument No. 20191023000390520 in said Probate Office, (vi) Sixth Amendment thereto dated October 11, 2021 and recorded as Instrument No. 20211011000494730 in said Probate Office, (vii) Seventh Amendment thereto dated October 18, 2021 and recorded as Instrument No. 20220401000134170 in said Probate Office, (viii) Eighth Amendment thereto dated March 25, 2022 and recorded as Instrument No. 20220401000134180 in said Probate Office and (ix) Eighth Amendment thereto dated August 10, 2022 and recorded as Instrument No. 20220810000312760 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.*

Owner is the owner of Lot 1, according to the Survey of Southpointe Second Sector, as recorded in Map Book 11, Page 30 in the Probate Office (the "Southpointe Lot").

The Southpointe Lot has previously been erroneously subject to the Declaration.

Pursuant to Section 2.08 of the Declaration, Developer, joined by Owner, desire to remove the Southpointe Lot from 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 and Owner do hereby agree as follows:

1. **Removal of Property.** Pursuant to the terms and provisions of Section 2.08 of the Declaration, Developer and Owner do hereby agree that the Southpointe Lot is removed from all of the terms and provisions of the Declaration and that Exhibit A to the Declaration, as previously amended, is further amended to remove the Southpointe Lot from Exhibit A. The parties hereto acknowledge and agree that the Southpointe Lot shall not be considered part of the Property and shall not be subject to any of the terms and provisions of the Declaration.

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

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

**DEVELOPER:**

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

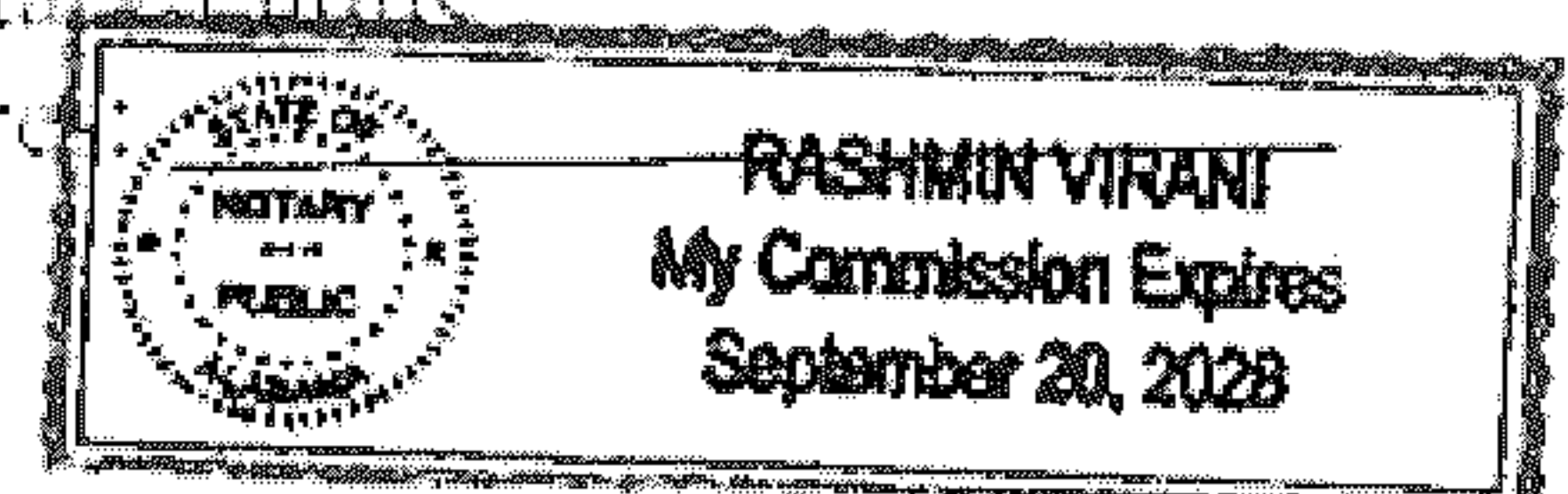
By: [Signature]  
Printed Name: Jonathan Belcher  
Title: CEO

STATE OF ALABAMA                    )  
  :  
COUNTY OF JEFFERSON            )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Jonathan Belcher whose name as CEO 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 \_\_\_\_\_ 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 17 day of June, 2025.

[Signature]  
Notary Public  
My Commission Expires:





OWNER:

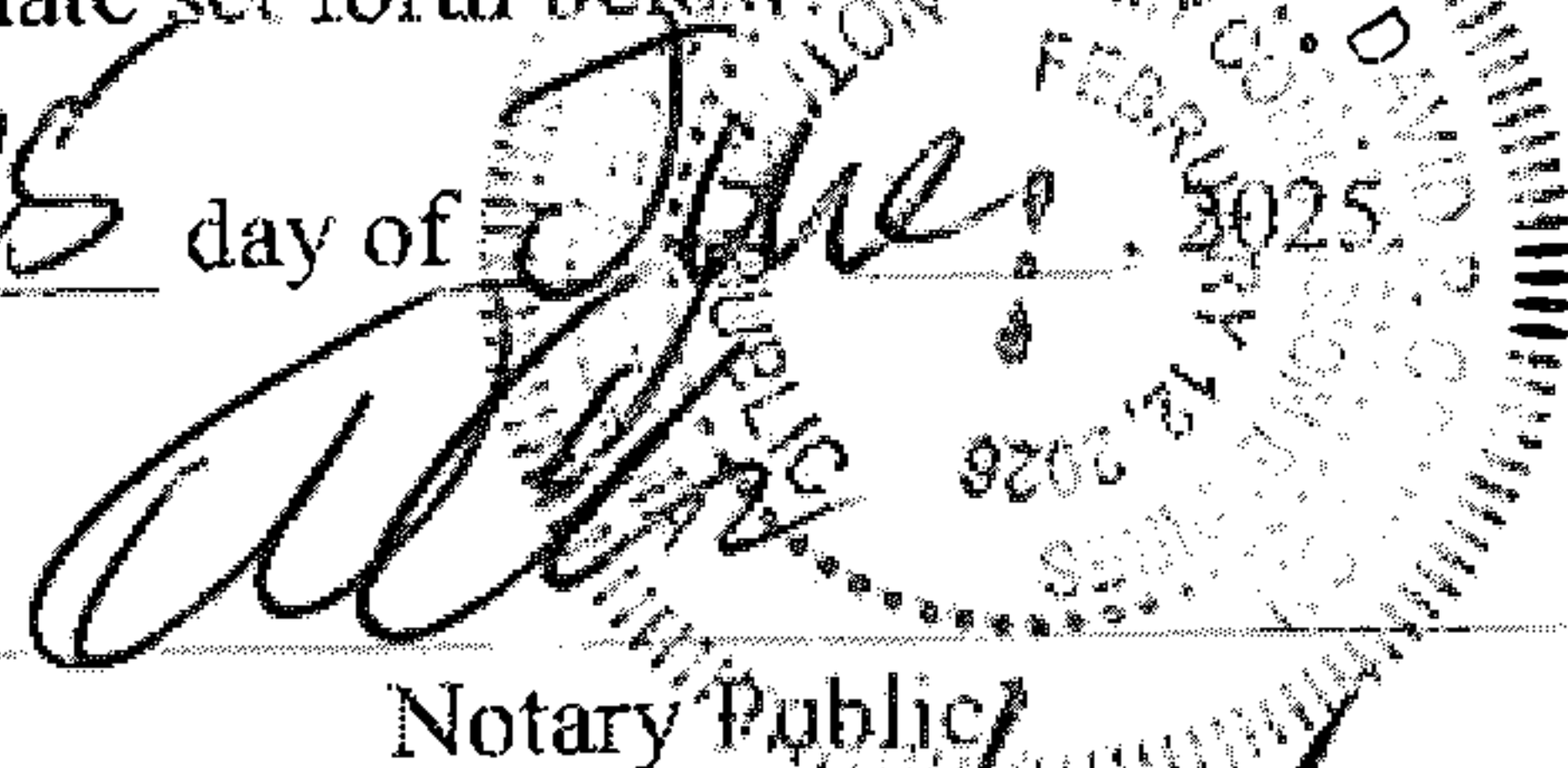
  
Dara Dye Ward

  
Caleb Ward

STATE OF ALABAMA                    )  
  :  
COUNTY OF SHELBY                )

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Dara Dye Ward and Caleb Ward, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the date set forth below:

Given under my hand and official seal on this 25 day of June, 2025.

  
Notary Public

[NOTARIAL SEAL]

My Commission expires: 2/12/2026



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
06/27/2025 10:44:49 AM  
\$39.00 PAYGE  
20250627000195890

This instrument prepared by  
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