

THIS INSTRUMENT PREPARED BY,
AND UPON RECORDING, RETURN TO:

68 Ventures, LLC
29891 Woodrow Lane
Suite 300
Spanish Fort, AL 36527
(251) 625-1198
Attention: Drew Dolan, Esq.

STATE OF ALABAMA
COUNTY OF BALDWIN

**FIRST AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS AND
RESTRICTIONS OF SUMMER SALT**

THIS FIRST AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS OF SUMMER SALT (this "Amendment") is made this 20th day of February, 2022 (the "Effective Date"), by SUMMER SALT 2019, LLC, an Alabama limited liability company ("Declarant").

WITNESSETH:

WHEREAS, on March 19, 2021, Declarant recorded that certain Declaration of Conditions, Covenants and Restrictions of Summer Salt at Instrument Number 1899106 (the "Declaration"), regarding certain real property located in Baldwin County, Alabama, and described on that certain subdivision plat for Summer Salt Phase One, recorded at Slide 2761-C, in the Office of the Judge of Probate of Baldwin County, Alabama (the "County Registry");

WHEREAS, Section 10.03 of the Declaration permits Declarant to amend the Declaration in any manner Declarant deems necessary and appropriate until Turnover; and

WHEREAS, as of the Effective Date hereof, Turnover has not occurred, and Declarant desires to amend the Declaration in accordance with the terms and conditions hereof.

Amendment:

NOW THEREFORE, Declarant, as the declarant under the Declaration, hereby amends the Declaration as follows:

1. **Capitalized Terms.** Capitalized terms used herein unless otherwise defined herein shall have the meaning ascribed to such terms in the Declaration.

2. **Recitals.** The foregoing recitals are true and correct in all material respects and form an integral part of this Amendment, the same as if said recitals were included in the numbered paragraphs hereof.

3. Special Assessments for Capital Improvements Upon Common Area. Section 4.04 of the Declaration is hereby deleted and replaced with the following:

In addition to the annual Assessments authorized above, the Board of Directors or the Association may levy, in any assessment year, a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area and any entrance wall or signage, including fixtures and personal property related thereto; provided, however, that the total of all such special Assessments for any given calendar year shall not exceed two (2) times the amount of the annual Assessment imposed per Lot, unless such special Assessment in excess of such maximum amount are approved by the affirmative vote of the Members holding a majority of the voting rights in the Association.

4. Square Footage Criteria. Section 7.05(a) of the Declaration is hereby deleted and replaced with the following:

Any House on a Cottage Lot shall contain a minimum of one thousand two hundred (1,200) square feet of heated and cooled living space, and any House on a Traditional Lot shall contain a minimum of one thousand eight hundred (1,800) square feet of heated and cooled living space.

5. Air-Conditioning Units. Section 7.05(e) of the Declaration is hereby deleted and replaced with the following:

No window air-conditioning units shall be permitted.

6. Walls and Fences. Section 7.05(l) of the Declaration is hereby deleted and replaced with the following:

Walls and fences shall not be permitted on Cottage Lots. Fences constructed or erected on any Traditional Lot shall (i) be black painted metal, (ii) be no more than four (4) feet in height, and (iii) conform with the specifications attached hereto as Exhibit "B". No wall or fence shall be constructed on any Traditional Lot from the front property line to the rear corners of the House. No fences may be constructed on any Traditional Lot without the prior written approval of the Architectural Review Committee pursuant to the requirements set forth in Section 6.01, and the Architectural Review Committee reserves the right to refuse to allow any fencing on any Lot. All Lots shall be landscaped upon the completion of construction and before occupancy. It shall be the Owner's responsibility to maintain any landscaping, walls or fences situated on a Lot so that such improvements remain in an attractive, well-kept condition.

7. Waste. Section 7.07 of the Declaration is hereby deleted and replaced with the following:

No rubbish, trash, garbage, or other waste material shall be kept or permitted upon any Lot except in sanitary containers. Sanitary containers shall be located and stored behind the rear of the Home on Traditional Lots. Sanitary containers shall be located and stored behind the ground level staircase of the Home on Cottage Lots.

8. Continued Effectiveness. All of the applicable terms, conditions and provisions of the Declaration, as hereby supplemented and amended, are in all respects hereby ratified and reaffirmed, and the Declaration and this Amendment shall be read, taken, and construed as one and the same instrument. References in the Declaration and all exhibits thereto shall be deemed to be references to the Declaration as amended by this Amendment.

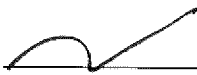
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IN WITNESS WHEREOF, Declarant has executed this Amendment by and through its duly authorized representative as of the date first set forth above.

DECLARANT:

Summer Salt 2019, LLC,
an Alabama limited liability company

By: 68 Ventures, LLC,
an Alabama limited liability company,
as its Manager

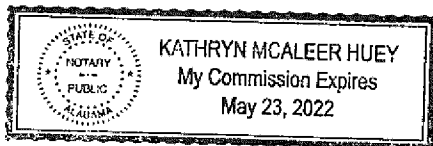
By: 
Name: Nathan L. Cox
Its: Manager

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public, in and for said State and said County, hereby certify that Nathan L. Cox, whose name as Manager of 68 Ventures, LLC, an Alabama limited liability company, as the Manager of Summer Salt 2019, 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 Manager and with full authority, executed the same voluntarily as and for the act of said entity on the day the same bears date.

Given under my hand and official notarial seal this the 20th day of February, 2022.

{SEAL}



Kathryn McAleer Huey
NOTARY PUBLIC
My Commission Expires: May 23, 2022