

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

Kyle Stuart
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue N., Suite 1700
Birmingham, AL 35203

with a copy 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

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

THIS SECOND AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS OF SUMMER SALT (this "Amendment") is made this 17th day of October, 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 "Original 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"), as amended by that certain First Amendment to Declaration of Conditions, Covenants and Restrictions of Summer Salt recorded on February 28, 2022 at Instrument Number 1981005 in the County Registry (the "Amendment" and together with the Original Declaration, the "Declaration");

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. Leasing. Section 8.01 of the Declaration is hereby deleted and replaced with the following:

Subject to Section 7.01 hereof, Homes and Lots may be leased in their entirety (i.e., separate rooms within a Home may not be separately leased) by an Owner for residential purposes only; provided, however, that any such leasing activities shall be subject to the following terms and conditions: (a) any such lease and the rights of any tenants thereunder are hereby made expressly subject to the power of the Association to prescribe reasonable rules and regulations relating to the lease and rental of Lots and Homes and to enforce the same directly against such tenant or other occupant by the exercise of such remedies as the Board of Directors deems appropriate, including eviction; and (b) all leases must be in writing, with a copy provided to the Association upon request by the Association. Any Owner who leases his Home or any portion thereof shall be responsible for the acts of his tenants, including, without limitation, the violation of this Declaration and/or any rules and regulations promulgated by the Association hereunder.

4. 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.

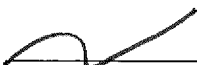
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IN WITNESS WHEREOF, Declarant has executed this Amendment by and through its duly authorized representative as of the date first set forth above.

DECLARANT:

Summer Salt 2019, LLC,
an Alabama limited liability company

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

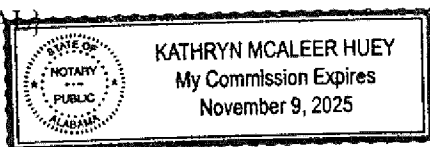
By: 
Name: Nathan L. Cox
Its: Manager

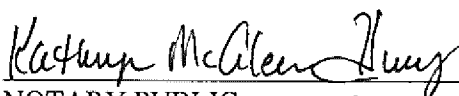
STATE OF ALABAMA
COUNTY OF BALDWIN

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 17th day of October, 2022.

{SEAL}




NOTARY PUBLIC
My Commission Expires: Nov. 9, 2025