

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF WALKER KEY, A
CONDOMINIUM**

WHEREAS, the Declaration of Condominium of Walker Key, a Condominium, is dated December 22, 1998 and recorded as Instrument Number 483624 of the records in the office of the Judge of Probate Court of Baldwin County, Alabama, and

WHEREAS, Article XV, Section 15.02 (A) allows a proposal to amend this Declaration to be considered in any meeting of the Members of the Association called for that purpose in accordance with the provision of the Bylaws, and which must be approved by the affirmative vote of the members representing not less than sixty six and two thirds percent of the total allocated votes of the Association, and

WHEREAS, the Amendment provisions of the Declaration and provisions related to Notice to Mortgagees requires notice of certain meetings to Mortgagees in certain instances, none of which are applicable here, and

WHEREAS, notice of the subject matter of this proposed Amendment was included in a Notice of a Mail in ballot and subsequent board meeting given to all unit owners to be held on the 25th of September, 2020, and

WHEREAS, a resolution having been adopted and approved prior to that time by the majority of the Board of Directors proposing the revisions given below, and

WHEREAS, said proposed revision was approved by the Directors, and by more than sixty six and two thirds percentage vote of the membership relating to the removal of all references to Developer and Declarant, as well as to impose additional restrictions with regard to the minimum time a unit can be leased or rented, and

NOW, WHEREFORE. Premises considered, the Declaration of Walker Key, a Condominium is hereby amended as follows:

CESSATION OF DEVELOPER RIGHTS AND POWERS

Per Article 3, Section 3 of the Bylaws the Developer/Declarant has conveyed 100% of the total number of units in Walker Key, being more than the requisite amount required to terminate Developer control, and further more than two years have elapsed from the date the Developers ceased offering units for sale in the ordinary course of business and as such, Developer control has previously terminated. As such, any references contained within the Articles of Incorporation, Declaration of Condominium of Walker Key, Condominium, and the Bylaws which relate to the Developer, or Developer Rights shall be stricken, and cease to exist.

AMENDMENT TO OWNERS LEASE AND RENTAL RIGHTS

Article 10, Section 10.02 regarding the restrictions on use shall be amended to read as follows:

10.02 Restrictions on Use. The use of the Condominium Property is subject to the following restrictions:

(A) Each Unit is hereby restricted to residential use and the parking areas shall be used exclusively for the parking of passenger automobiles or small to intermediate pick-up trucks and in accordance with the rules and regulations of the Association. The foregoing restriction as to residential use, however, shall not be construed in such a manner as to prohibit a Unit Owner from maintaining his personal professional libraries, or from keeping his personal business or professional records or accounts, or from handling his personal business or professional telephone calls or correspondence, or from leasing his Unit *for a period of more than 30 days to one lessee*. Such uses are declared expressly customarily incidental to the principal residential use and not in violation of said restrictions. A Boat Slip located in the Private Marina shall not be used for commercial purposes or for the hiring of vessels.

Article X, Section 10.02 dealing with the restrictions on use Section (M) shall be amended as follows:

10.02 Restrictions on Use.

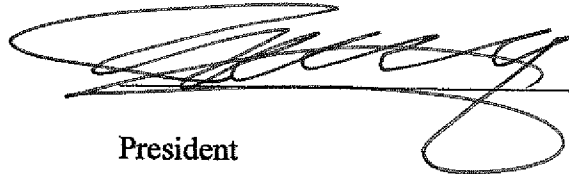
Section M, (A) Each Unit is hereby restricted to residential use and the parking areas shall be used exclusively for the parking of passenger automobiles or small to intermediate pick-up trucks and in accordance with the rules and regulations of the Association. The foregoing restriction as to residential use, however, shall not be construed in such a manner as to prohibit a Unit Owner from maintaining his personal professional libraries, or from keeping his personal business or professional records or accounts, or from handling his personal business or professional telephone calls or correspondence, or from leasing his Unit *for a period of more than 30 days to one lessee*. Such uses are declared expressly customarily incidental to the principal residential use and not in violation of said

restrictions. A Boat Slip located in the Private Marina shall not be used for commercial purposes or for the hiring of vessels.

In witness whereof, the said Walker Key Condominium Association, Inc. Alabama non-profit corporation has caused this declaration to be executed on its behalf and its corporate seal to be affixed hereto by its officers there and to duly authorize this 25th of September 2020

Walker Key Condominium Association, Inc.

By:



President

By:



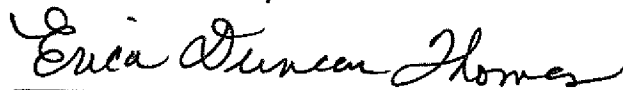
Secretary

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Erica Duncan Holmes, a Notary Public in and for said State of Alabama at Large, hereby certify that Tim Bowling, whose name as President of Walker Key Condominium Association, Inc., is signed to the foregoing conveyance and who is known to me, acknowledged before me this date that, being informed of the conveyance, he/she in his/her capacity as such Attorney-in-Fact, and with full authority, executed the same voluntarily on the date the same bears date.

Given under my hand and seal on this the 25th day of September 2020.



NOTARY PUBLIC

My Commission Expires: 6/29/2024

Erica Duncan Thomas
I, _____, a Notary Public in and for said State of Alabama at Large, hereby certify that Kim Hastie, whose name as Secretary of Walker Key Condominium Association, Inc., is signed to the foregoing conveyance and who is known to me, acknowledged before me this date that, being informed of the conveyance, he/she in his/her capacity as such Attorney-in-Fact, and with full authority, executed the same voluntarily on the date the same bears date.

Given under my hand and seal on this the 25th day of September 2020.

Instrument prepared by

James B. Pittman, Jr., P. C.

P.O. Box 2525

Daphne, AL 36526

251-626-7704