

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
OF
WHISPERING PINES RV RESORT WEST, A LAND CONDOMINIUM

WHEREAS, Whispering Pines RV Resort West, a Land Condominium, Owners' Association, Inc., does wish to amend and revise the Declaration of Condominium of Whispering Pines RV Resort West, a Land Condominium, dated and filed in the Office of the Judge of Probate of Baldwin County, Alabama, on April 16, 2021 as Instrument Number 1936636, as amended; and,

WHEREAS, said proposed revision was approved by 67% of the Unit Owners at its Annual Meeting which was held on November 11, 2024, pursuant to Article XV of said Declaration.

THEREFORE, the Declaration of Condominium of Whispering Pines RV Resort West, a Land Condominium, is hereby amended as follows:

Article IX, Subparagraph 9.02 is hereby amended to read as follows:

9.02 Lease of Lots. Any Lot Owner shall be allowed to operate as his own rental agent, renting only his own property. However, that Owner shall not be allowed to "manage" other rentals for other Owners. Only the rental management company designated by the Association shall be allowed to represent and manage rentals otherwise. The provisions of this Subparagraph 9.02 may not be amended without Declarant's prior written consent. Only entire Units may be leased by the Unit Owner; provided, however, that any such lease and the rights of any tenant 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 Units and to enforce the same directly against such tenant or other occupancy by the exercise of such remedies as the Board deems appropriate, including eviction. Further, all leases must be in writing, with a copy provided to the Association. These restrictions on use shall be a covenant running with each Unit, creating a burden on each single Unit and Unit Owner for the benefit of every other Unit and Unit Owner. Notwithstanding anything to the contrary, each Owner shall be responsible for the actions of his tenants and nothing herein or in any such lease shall relieve an Owner of his obligations under the Condominium Documents. Each Unit Owner who has or who shall

lease his Unit irrevocably empowers and authorizes the Association or its managing agent to enforce the Rules and Regulation as referenced in Article VIII herein and the restrictions set out in Article IX, Subparagraph 9.01, herein and to terminate the lease of and evict any tenant who fails to comply with said Rules and Regulation or who provides other sufficient cause for termination of the lease and eviction in accordance with the laws of the State of Alabama, the Condominium Documents, or any contract for lease. The Association, the Board or its managing agent shall not become liable to any Unit Owner or sub-lessor or other party for loss of rents or other damages resulting from the reasonable exercise of these provisions. The provisions of this Subparagraph shall not be applicable to the Declarant who is irrevocably empowered without any limitation at all times, whether for permanent or temporary occupancy to sell, lease or rent Units for any period and under any terms to any lessees or purchasers or transferees with the right to take any action necessary to consummate the sale or rental of said Units, including, but not limited to, the right to maintain model Units, post signs, have employees in the offices maintained in the Condominium buildings, use the Common Elements and show Units to prospective tenants. Sales and rental office signs and all items pertaining to the rental or sale of Units shall not be considered Common Elements and shall remain the property of the Declarant.

IN WITNESS WHEREOF, the undersigned certifies that this Amendment to the Declaration of Condominium of Whispering Pines RV Resort West, a Land Condominium, was duly adopted by, at least, the affirmative vote of 67% of the Unit Owners of the Whispering Pines RV Resort West, a Land Condominium Owners' Association, Inc. at its Annual Meeting on November 11, 2024.

**Whispering Pines RV Resort West,
A Land Condominium, Owners Association, Inc.**
an Alabama Nonprofit Corporation

By: Nina Barber, Its Secretary

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, a Notary Public, in and for said County in said State, hereby certify that Nina Barber, whose name as Secretary of Whispering Pines RV Resort West, a Land Condominium, Owners' Association, Inc., 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 document, she, as such Officer and with full authority, has executed the same voluntarily for and as the act of said Corporation on the day the same bears date.

Sworn to and subscribed to before me on the _____ day of _____, 2024.

Notary Public

My Commission Expires: _____

ATTEST:

By: Roy Ingram, Its President

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, a Notary Public, in and for said County in said State, hereby certify that Roy Ingram, whose name as President of Whispering Pines RV Resort West, a Land Condominium, Owners' Association, Inc., 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 document, he, as such Officer and with full authority, has executed the same voluntarily for and as the act of said Corporation on the day the same bears date.

Sworn to and subscribed to before me on the _____ day of _____, 2024.

Notary Public

My Commission Expires: _____

This Instrument Prepared By:
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