

050489 BSTC -GS

STATE OF ALABAMA)
)
COUNTY OF BALDWIN)

State of Alabama, Baldwin County
I certify this instrument was filed
and taxes collected on:
2005 May -12 3:35PM
Instrument Number 898981 Pages 13
Recording 39.00 Mortgage
Deed Min tax DP 5.00
Index
Archive 5.00
Adrian T. Johns, Judge of Probate

FIRST AMENDED ADDENDUM TO ADD PHASE II-A AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF WALKER, KEY A CONDOMINIUM

WHEREAS, the Declaration of Condominium of Walker Key, a condominium ("Declaration"), was executed on 22nd day of December, 1998, and recorded on the 17th day of March 1999, as Instrument Number 483624 in the Office of the Judge of Probate of Baldwin County, Alabama; and

WHEREAS, pursuant to Article II, Paragraph 2.03, entitled "Phasing Amendment," of said Declaration, which provides in pertinent part that "the Developer may, upon the substantial completion of the improvements constituting Phase II, record an amendment to the Declaration incorporating into said Declaration the Plats and Plans for Phase II," and the current Developer of said condominium, LMUI, L.L.C., an Alabama limited liability company, desires to exercise its rights reserved to it under said Article II, Paragraph 2.03, entitled "Phasing Amendment," of said Declaration to incorporate Phase II, Parcel A, into the condominium for of ownership; and

WHEREAS, said property is described in Exhibit "G" of the Declaration (Parcels A and B), and at this time the Developer desires to develop Parcel "II-A" specifically to the condominium form of ownership, henceforth to be known as Walker Key, Phase II-A, a condominium, as set forth in the Declaration; and

WHEREAS, Exhibit "E" to the Declaration sets forth the fractional ownership interest in common elements and numerical value thereof for Phase I of 1/43 per unit or 2.325% ownership interest per unit and gives each unit one (1) vote and further provides for the formula for incorporating additional units in Phase II into Walker Key, and Developer desires to incorporate Phase II-A into the Condominium therefore amending Exhibit "E" to change the fractional ownership interest in common elements for Walker Key Condominiums to 1/75 per unit or 1.333% ownership interest per unit in Phase I and Phase II, sub-phases A and B, retaining one (1) vote per unit; and

WHEREAS, the Developer desires to amend the plans previously intended to be built as Walker Key, Phase II-A, a condominium, as allowed pursuant to Article IV, entitled "Special Declarant Rights," section 4.01 entitled "Amendment of Condominium Plan," of the Declaration of Condominium of Walker Key, a condominium.

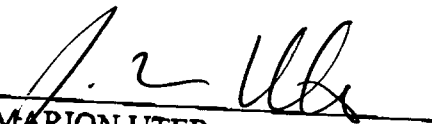
NOW, THEREFORE, this instrument is made to amend the previous Addendum to Add Phase II-A Amendment to the Declaration of Condominium of Walker Key, a condominium, and the exhibits attached hereto, to include Phase II-A, with the following exhibit pages, copies of which are annexed hereto, and is hereby made a part of said Declaration:

898981

1. Real Property. The Developer hereby submits the property attached hereto as Exhibit "A" and incorporated herein as though fully set out, together with all improvements, easements, rights and appurtenances thereto belonging, to the condominium form of ownership, said condominium to be known as Walker Key, Phase II-A.
2. General Description of Improvements. The Condominium Property consist essentially of one (1) building, together with automobile parking areas, lawn and landscaping, and other facilities as more particularly set forth in the Site Plan attached hereto as Exhibit "B," and the remainder of the Plans, along with a Certification executed by the architect of Phase II-A, attached hereto as Exhibit "C" (the plans recorded herewith conform to the Phase II-A plans previously incorporated herein as though fully set out. The Building contains a Ground Level which contains forty (40) Private Parking Spaces, two (2) for each Unit and twenty (20) Storage Units, one (1) for each Unit, that are Limited Common Elements appurtenant to each respective Unit. There is one (1) basic floor plan, Unit Type "A." Levels 2 and 3 each contain ten (10) Flat Units for a total of twenty (20) Units in the Building.
 - A. Unit Type "A" is a two (2) bedroom, two (2) bathroom Unit, containing kitchen, dining and living areas, totaling 1,258.35 square feet, more or less, serving the Unit as a Limited Common Element, as more specifically set forth in Article II, Paragraph 2.02 of the DECLARATION OF CONDOMINIUM, and the amendments thereto. All (20) of the Units in Phase II-A are Type "A" Units.
 - B. Each Unit may be assigned a Boat Slip as provided in Article IX, Paragraph 9.05, and each Boat Slip is a Limited Common Element, as set forth in Article II, Paragraph 2.05(A), and will be subject to the Restrictions on Use as set forth in Article X of the Declaration.
 - C. Each Unit will be assigned (1) Storage Unit, one containing 54.76 square feet, more or less. Said Storage Unit is a Limited Common Element as set forth in Article II, Paragraph 2.02.
 - D. Each Unit will be assigned two (2) Private Parking Spaces, said Private Parking Spaces are Limited Common Elements as provided in Article II, Paragraph 2.05(B) and subject to the Restrictions on Use as set forth in Article X of the Declaration.

IN WITNESS WHEREOF, LMUI, L.L.C., an Alabama limited liability company, has caused this instrument to be properly executed by J. MARION UTER, its Managing Member, on this the 10th day of May, 2005.

LMUI, L.L.C.
An Alabama limited liability company



J. MARION UTER
Its: Managing Member

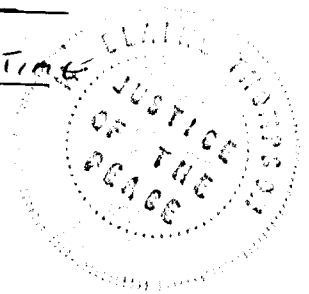
Commonwealth of ~~Alabama~~ Bahamas
~~STATE OF ALABAMA~~
ISLAND OF ABACO
~~COUNTY OF BALDWIN~~

I, M. Elaine Thompson, the undersigned Notary Public in for said County in said State, hereby certify that J. MARION UTER, whose name as Managing Member of LMUI, L.L.C., and 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 the instrument, he, as such manager and with full authority, executed the same voluntarily for as the act of said company on the day the same bears date.

Given under my hand and seal this the 10th day of MAY, 2005.

M. Elaine Thompson, J.P.
NOTARY PUBLIC

My Commission Expires: LIFETIME



THIS INSTRUMENT PREPARED BY:

C. Andrew Harrell, Jr.
Herbert & Harrell, LLC
1544 West 2nd Street, Suite 110
Post Office Drawer 3889
Gulf Shores, Alabama 36547
(251) 968-4764

-and-

Ham, Stankoski, Stankoski & Zundel, L.L.P.
Attorneys and Counselors at Law
338 Fairhope Avenue
Fairhope, Alabama 36532
(251) 928-8200

“EXHIBIT A”

-to the foregoing-

FIRST AMENDED ADDENDUM TO ADD PHASE II-A AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF WALKER KEY, A CONDOMINIUM

Phase 2, Parcel A of Walker Key Condominiums:

Commence at the Northeast corner of Lot 9 of the G.C. Bill Estate as recorded in Map Book 3, Page 90, Probate Records, Baldwin County, Alabama; run thence South 00 Degrees, 00 Minutes, 58 Seconds East for 659.87 feet to the Point of Beginning; run thence South 13 Degrees, 24 Minutes, 14 Seconds East for 41.79 feet; Run thence South 13 Degrees, 31 Minutes, 14 Seconds East for 154.98 feet; run thence South 08 Degrees, 14 Minutes, 07 Seconds East for 424.61 feet; run thence North 39 Degrees, 56 Minutes, 19 Seconds West for 130.87 feet; run thence North 08 Degrees, 17 Minutes, 37 Seconds West for 230.39 feet; run thence North 00 Degrees 01 Minutes 11 Seconds East for 200.51 feet; run thence South 89 Degrees, 56 Minutes, 40 Seconds East for 10.46 feet; run thence North 00 Degrees, 00 Minutes, 58 Seconds West for 82.74 feet to the Point of Beginning.

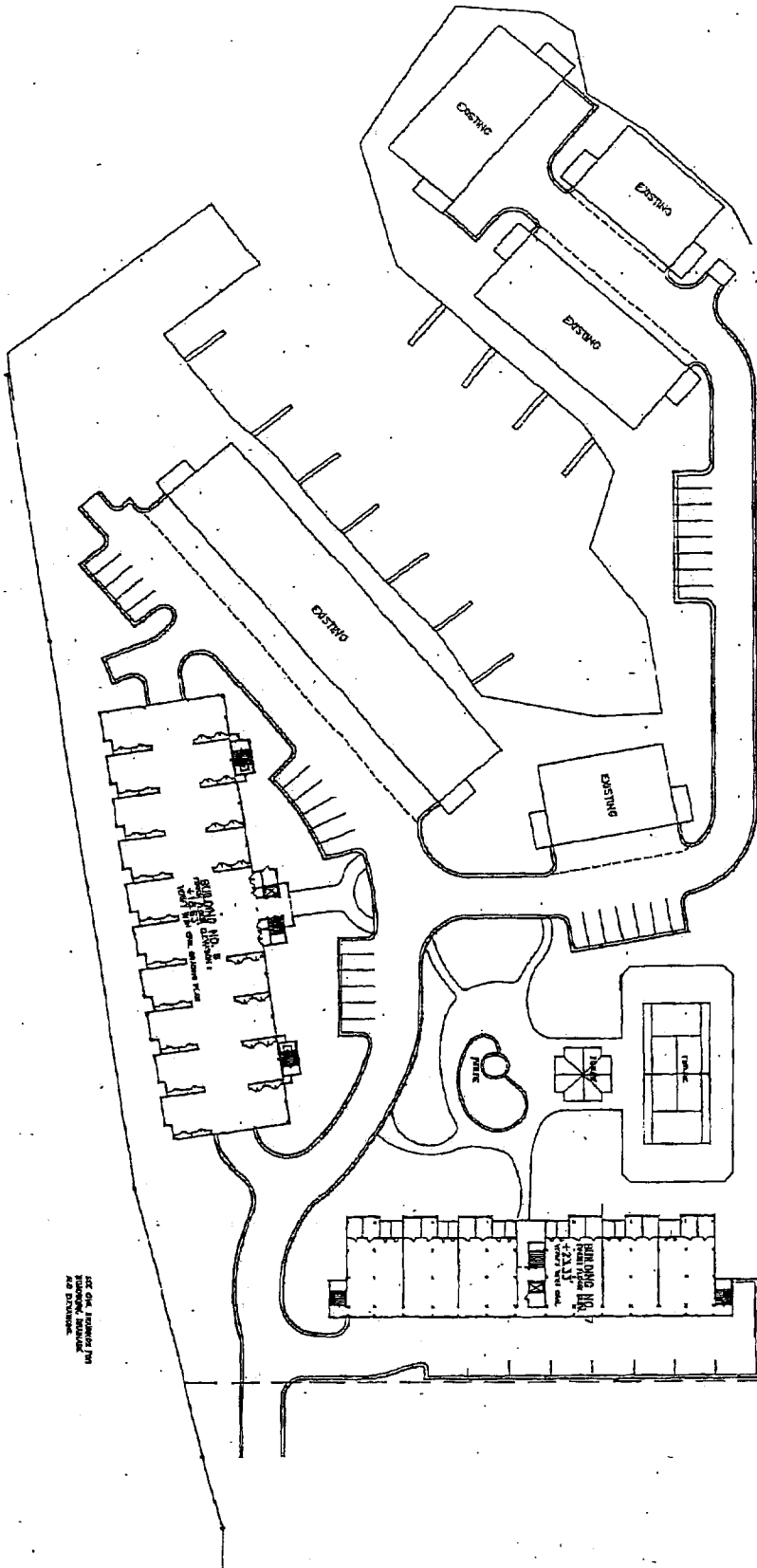
Together with the Phase 2 rights described in the Walker Key Condominium documents.

Subject to Walker Key Condominium documents and easements restrictions of record and the matters referred to in the Additional Provisions section hereof.

EXHIBIT "B"

1 SITE PLAN
SCALE: 1" = 30'-0"

NOTE: SEE CIVIL DRAWINGS FOR LAYOUT
DIMENSIONS & GRADING



SEE CIVIL DRAWINGS FOR
DIMENSIONS, MATERIALS
& FINISHES

WALKER KEY
CORAL RESOURCES
ORANGE BEACH, ALABAMA

E. CLAYTON RANDOLPH, SR. OWNER
ARCHITECT 1718 E. GARDNER STREET, APOE 25308

Instrument No. 79690 Page 6 of 13

A1.0

PROJECT NO.
SHEET TITLE
DATE
DRAWN BY
CHECKED BY

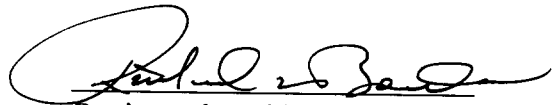
"EXHIBIT C"

-to the foregoing-

FIRST AMENDED ADDENDUM TO ADD PHASE II-A AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF WALKER KEY, A CONDOMINIUM

I, the undersigned, RICHARD C. BORDEN, P.E., a registered ^{ENGINEER} Architect in the State of Alabama, Number 13402E, hereby certify that the PLANS labeled "Exhibit C," Pages Two (2) through Five (5) inclusive, attached to and made a part of the First Amended Addendum to Add Phase II-A Amendment of Walker Key, Phase II-A, a condominium, show the layout, elevations and dimensions of the improvements and the Units. I further certify that the PLANS show the dimensions of the improvements and the Units and that the improvements shown on the PLANS are substantially complete. I further certify that to the best of my knowledge and belief, the PLANS contain all of the information required by the Code of Alabama (1975) § 35-8A-209.

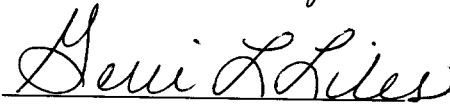
NOTE: BUILDING INCLUDED - BLDG. "A" UNITS 1 THRU 5 & 16 THRU 20



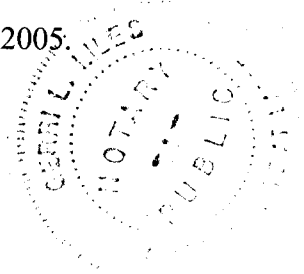
Registered Architect Number: 13402E
License Number: 7/A

Date: May 6, 2005

Subscribed and sworn to before me this 6th day of May, 2005.



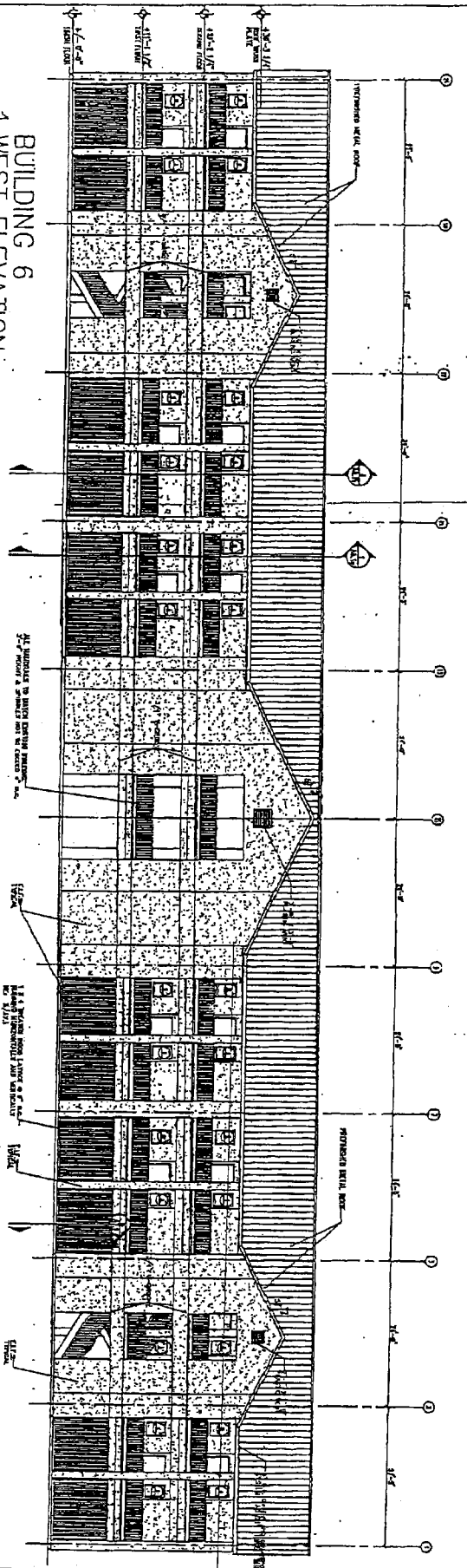
Notary Public



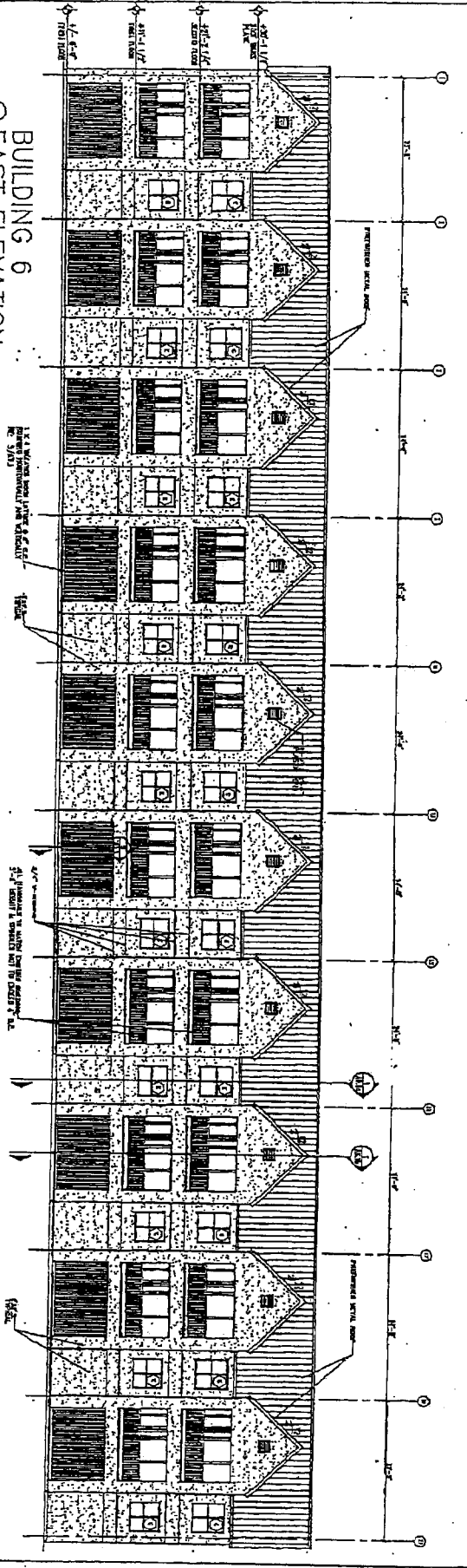
My Commission Expires:

**GERRI LILES
STATE AT LARGE
MY COMMISSION EXPIRES
10-01-2006**

BUILDING 6
1 WEST ELEVATION
1/8" = 1'-0"



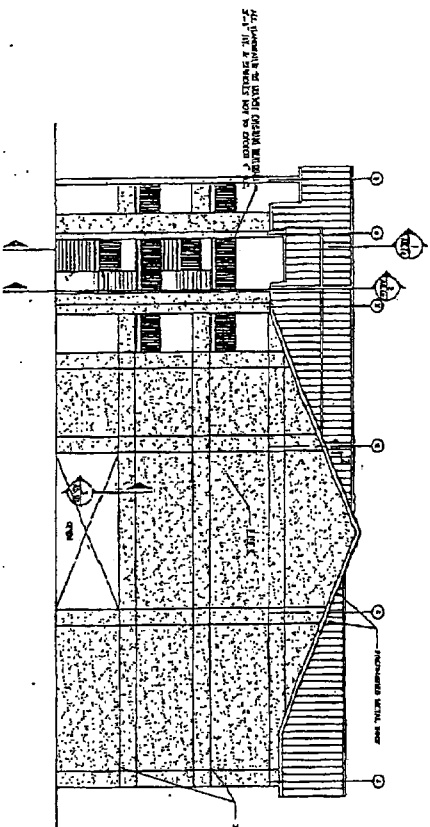
BUILDING 6
2 EAST ELEVATION
1/8" = 1'-0"



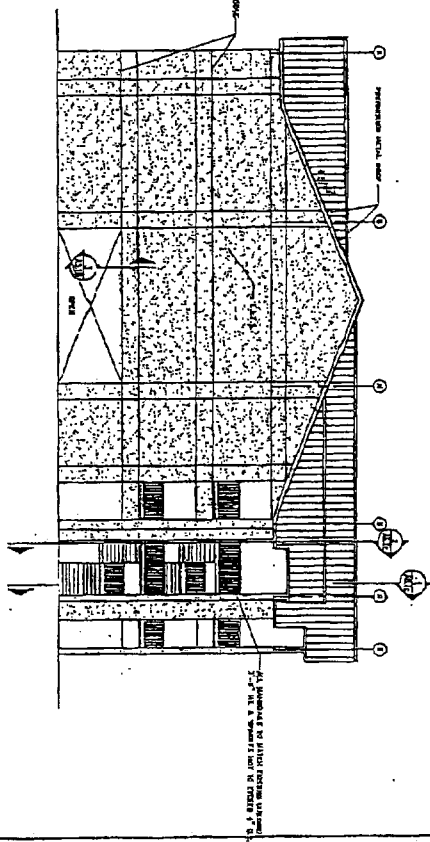
E. CLAYTON RANDOLPH, SR. ARCHITECT
715 E. GARDNER STREET
ORANGE BEACH, ALABAMA 36554
Instrument 199901 Page 8 of 13

WALKER KEY
CORAL RESOURCES
ORANGE BEACH, ALABAMA

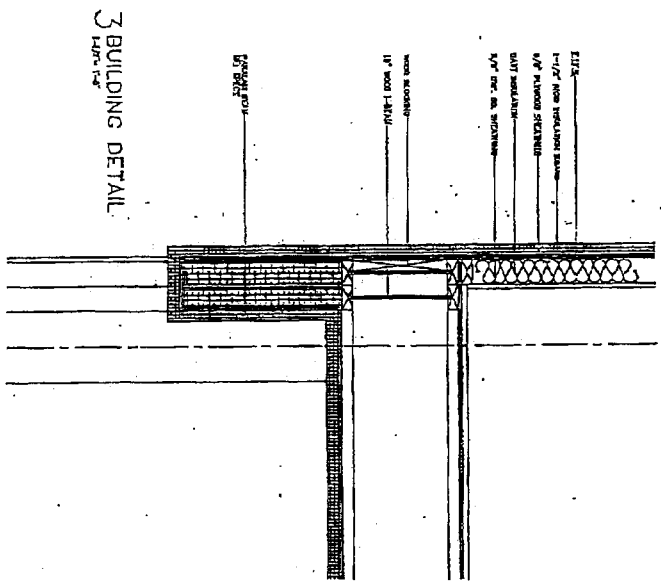
PROJECT NO.	
DATE	2/20/00
REVISIONS	
BY	
CHECKED BY	
SCALE	
SHEET	A5.1d



BUILDING 6
1 SOUTH ELEVATION
1/8" = 1'-0"

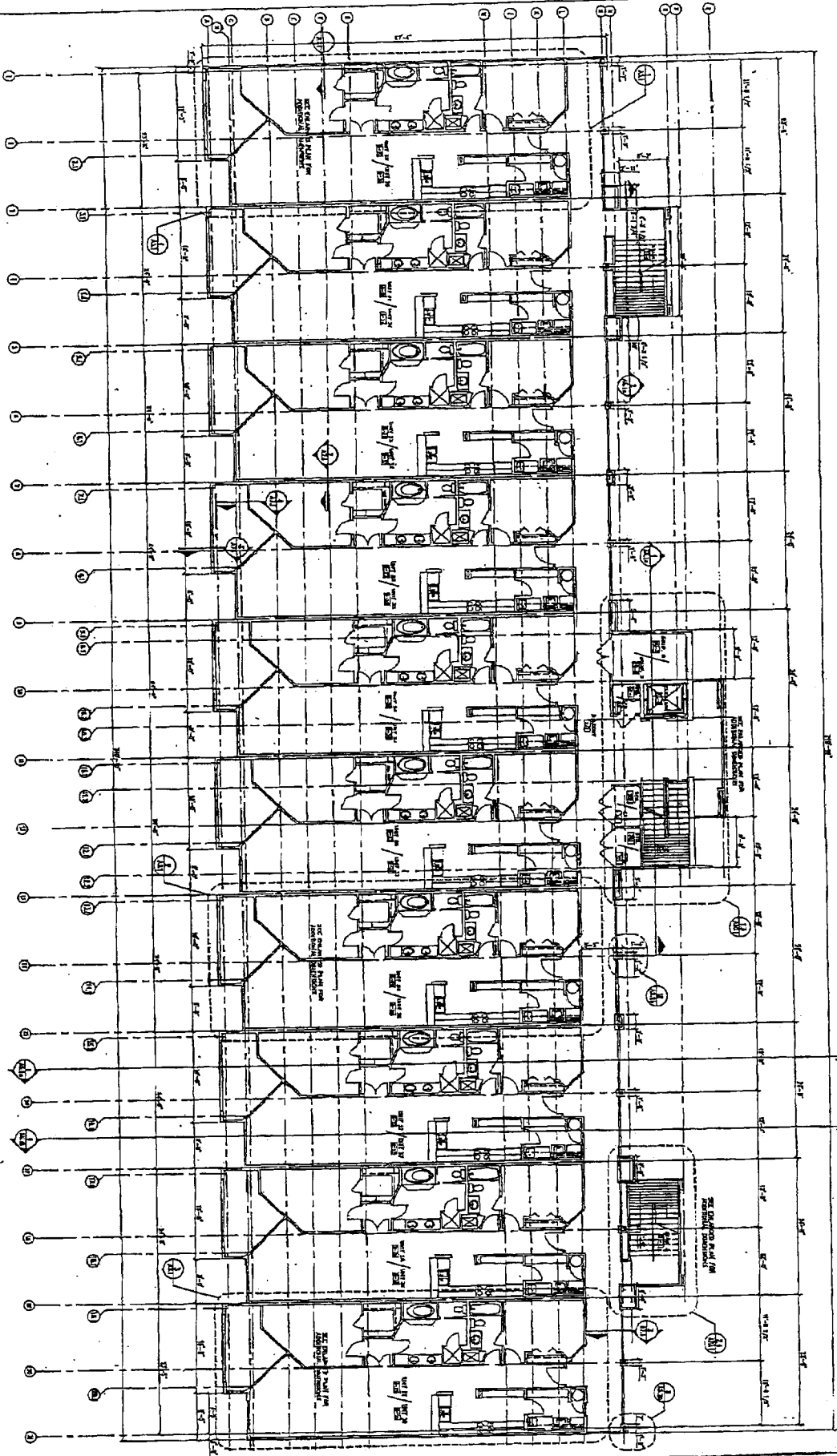


BUILDING 6
2 NORTH ELEVATION
1/8" = 1'-0"



3 BUILDING DETAIL
1/8" = 1'-0"

BUILDING 6
1 FLOOR PLAN - LEVELS 2 AND 3
1/8" = 1'-0"



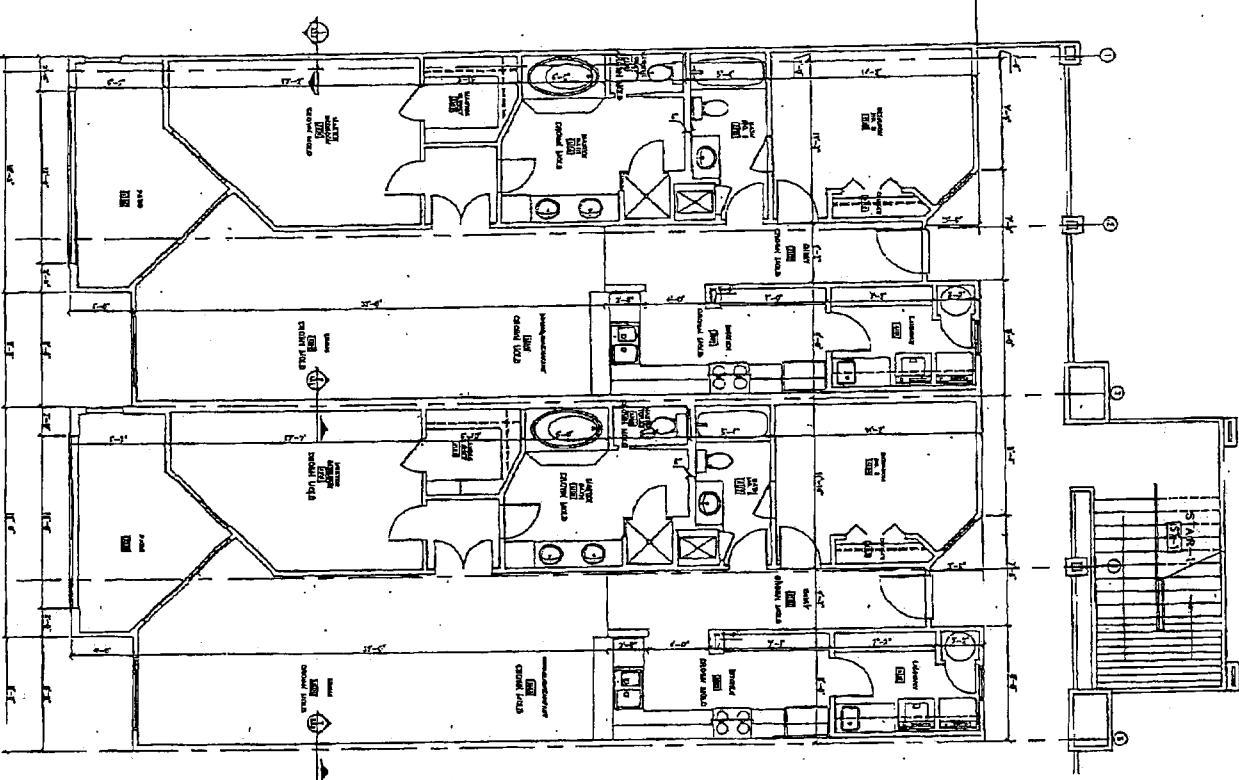
PROJECT NO. _____
DATE _____
DRAWN BY _____
CHECKED BY _____
SCALE _____
SHEET A2.1b

WALKER KEY
CORAL RESOURCES
ORANGE BEACH, ALABAMA

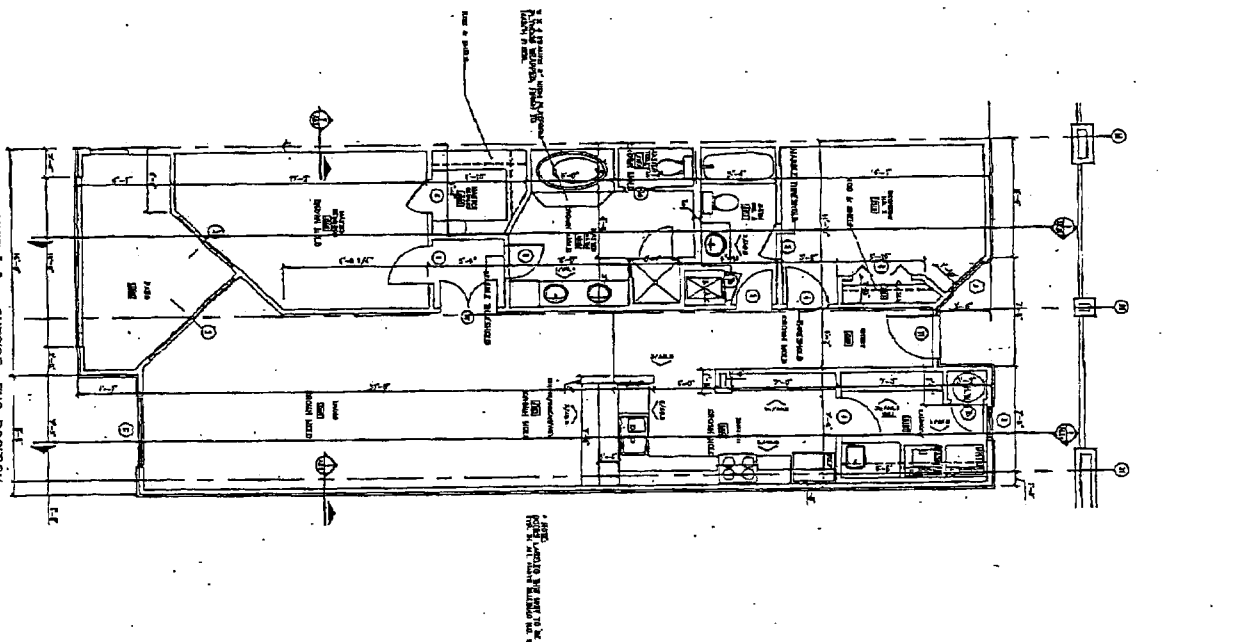
E. CLAYTON RANDOLPH, SR. ARCHITECT
Instrument 296381 Page 10 of 13
MEMPHIS, TENNESSEE



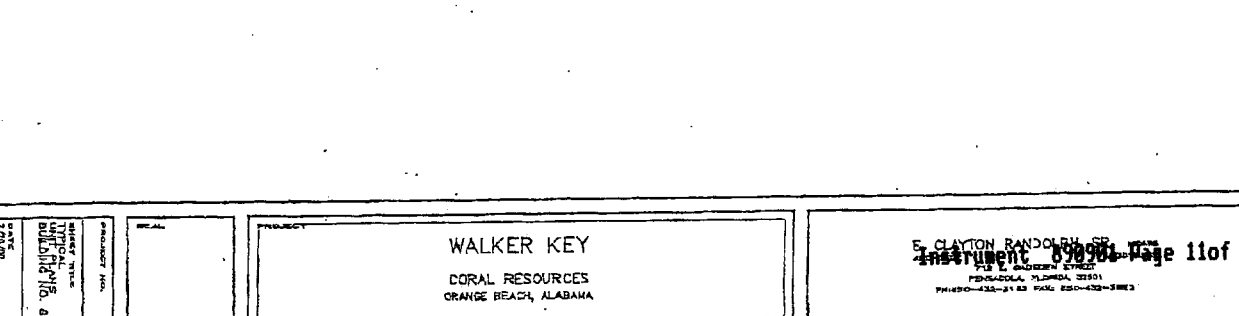
1 ENLARGED FLOOR PLANS - UNIT "A"
BUILDING 6
UNIT "A" - OUTSIDE END POSITION



2 UNIT "A" - TYPICAL INSIDE UNIT
BUILDING 6
UNIT "A" - INSIDE UNIT



3 UNIT "A" - OUTSIDE END
BUILDING 6
UNIT "A" - OUTSIDE END POSITION



WALKER KEY
CORAL RESOURCES
ORANGE BEACH, ALABAMA

CLAYTON RANDOLPH, INC.
Instrument 050964 Page 11 of 13
PENSACOLA, FLORIDA 32501
PHONE 904-433-2222 FAX 904-433-0434

DATE: 2/29/00
DRAWN BY: [Name]
CHECKED BY: [Name]
REVISIONS: [List]
PROJECT: [Name]
SHEET TITLE: TYPICAL FLOOR PLANS - BUILDING 6
SHEET NO.: A3.1

WALKER KEY ESTIMATED EXPENSES

Management Fee	\$9,600.00
Bank Charges	\$156.00
Interest Expense	\$105.00
Office Expense	As needed
Office Supplies	\$400.00
Postage	\$190.00
Licenses	\$150.00
Stationary/Printing	\$106.00
Insurance (Waiting on renewal)	\$75,000.00
Professional Fee	As needed
Submerged Land Lease	Paid Separately
Common Area Maintenance	\$4,372.00
Pest Control	\$1,200.00
Pool Service	\$8,500.00
Landscaping (Base cost)	\$9,000
Pool Furniture	As needed
Waste Collection	\$2,880.00
Fire Protection	\$3,000.00
Common Element Repair	\$3,500.00
Supplies/Meeting	\$150.00
Cable Television	\$5,000.00
Pool Telephone	\$720.00
Water	\$15,000.00
Sewer	\$6,000.00
Electricity	\$10,000.00
 TOTAL EXPENSES	 \$155,372.00

Ground Units	(18)	\$85.00 ea.	\$85.00*
Other Units	(57)	\$301.14 ea.	\$250.51**

THE FIGURES CONTAINED IN THIS PROJECTED BUDGET ARE NOT GUARANTEED BUT HAVE BEEN OBTAINED THROUGH SOURCES DEEMED TO BE RELIABLE. THE FIGURES ARE AN ESTIMATE AND ARE SUBJECT TO CHANGE WITHOUT NOTICE.

*THE \$85.00 PER MONTH ASSESSMENT FOR EACH GROUND UNIT IS THE RESULT OF A SETTLEMENT AGREEMENT BETWEEN THE ASSOCIATION AND ONE OF THE ASSOCIATION MEMBERS AS A RESULT OF LITIGATION OVER THE AMOUNT OF ASSESSMENTS TO BE PAID BY THE OWNERS OF THE GROUND LOTS. JUDGE WILTERS'S JANUARY 30, 2002 ORDER RESULTED FROM THE LITIGATION. ONCE THE DEVELOPER OR ANOTHER DEVELOPER EXERCISES ITS RIGHT TO CONSTRUCT THE GROUND LOTS, THE GROUND LOT/UNIT ASSESSMENTS MAY

CONFORM TO JUDGE WILTERS'S JANUARY 30, 2002 ORDER. THE DEVELOPER ANTICIPATES THAT THE MONTHLY ASSESSMENTS FOR EACH INDIVIDUAL GROUND UNIT - ONCE COMPLETED - WILL BE IN EXCESS OF \$300.00 FOR THE SAME REASONS SET FORTH REGARDING PHASE II IN THE FOLLOWING PARAGRAPH.

**THE \$250.51 ASSESSMENT FOR EACH OTHER UNIT IS BASED UPON THE BUDGET SUBMITTED BY THE CURRENT WALKER KEY CONDOMINIUM OWNERS' ASSOCIATION. THE DEVELOPER ESTIMATED CERTAIN INCREASES IN THE EXPENSES TO THE WALKER KEY CONDOMINIUM OWNERS ASSOCIATION BASED ON THE ADDITION OF PHASE II. BECAUSE THE \$250.51 PER MONTH ASSESSMENT PER OTHER UNIT IS AN ESTIMATE BASED ON THE CURRENT NUMBER OF UNITS, THE MONTHLY ASSESSMENT COULD BE HIGHER OR LOWER. THE NEEDS OF THE ASSOCIATION AND THE PROBABLE INCREASE IN THE COSTS OF THE ASSOCIATION MAY ALSO INCREASE THE AMOUNT OF ASSESSMENTS. THE DEVELOPER ANTICIPATES THE MONTHLY ASSESSMENTS FOR EACH UNIT IN PHASE II TO BE IN EXCESS OF \$300.00 PER MONTH.

THE DEVELOPER HAS THE RIGHT TO ASSIGN AT LEAST ONE BOAT SLIP IN THE MARINA TO EACH UNIT. IN ORDER TO HAVE A MARINA, THE CONDOMINIUM OWNERS ASSOCIATION MUST PAY THE STATE OF ALABAMA FOR A SUBMERGED LAND LEASE. CURRENTLY, THE CONDOMINIUM OWNERS ASSOCIATION DISTRIBUTES THE COSTS OF THE RIPARIAN LEASE AS FOLLOWS: (1) THE UNITS IN PHASE I PAY \$1,579.64 PER YEAR, WHICH IS SPLIT AMONG THE UNIT OWNERS IN PHASE I DEPENDING UPON THE NUMBER OF BOAT SLIPS ASSIGNED TO A PARTICULAR UNIT; (2) THE GROUND UNITS IN PHASE I PAY \$2,938.04 PER YEAR, WHICH IS CURRENTLY BEING PAID BY THE INDIVIDUALS, WHO TOGETHER OWN ALL OF THE GROUND UNIT LOTS IN PHASE I; (3) THE UNITS IN PHASE II WILL PAY \$15,420.93 PER YEAR THAT WILL BE SPLIT AMONG THE UNIT OWNERS IN PHASE II-A AND PHASE II-B, DEPENDING UPON THE NUMBER OF BOAT SLIPS THAT EACH RESPECTIVE UNIT OWNER IS ASSIGNED. THEREFORE IF A BOAT SLIP IS ASSIGNED TO A PARTICULAR UNIT, THAT UNIT OWNER WILL BE ASSESSED AN ADDITIONAL AMOUNT IN CONTRIBUTING TO THE SUBMERGED LAND LEASE, WHICH MAY INCREASE THE AMOUNT OF THE PROJECTED MONTHLY ASSESSMENT SET FORTH HEREIN.