

**DECLARATION OF CONDOMINIUM OWNERSHIP**  
**OF**  
**SURFSIDE CONDOMINIUMS**

**WHEREAS**, Surfside Mexico Beach, LLC, whose post office address is Post Office Box 28105, Panama City Beach, Florida 32411 (herein called "Developer"), owns fee simple title to the real property described in Exhibit "A" attached hereto (the "Property"), and desires to submit the Property to the condominium form of ownership.

**NOW, THEREFORE**, in order to create a Condominium consisting of the Property and the improvements constructed and to be constructed thereon (the "Improvements"), the Developer hereby submits the Property and Improvements to Condominium Ownership under the provisions of the Florida Condominium Act, (Chapter 718, Florida Statutes), and Developer hereby makes the declarations as to divisions, limitations, restrictions, covenants and conditions hereinafter set forth and declares and agrees that the Property is held and shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to this Declaration.

**SECTION I. CONDOMINIUM PROPERTY.**

1.01 The Property, Improvements and all easements and rights appurtenant thereto intended for and granted for use in connection with said Property, are hereby submitted to condominium ownership.

**SECTION 2. NAME.**

2.01 The Condominium shall be known as Surfside Condominiums.

**SECTION 3. DEFINITIONS.**

3.01 Assessment: A proportionate share of the funds required for the payment of Common Expenses which from time to time is levied against each Unit Owner by the Association.

3.02 Association: The Association is Surfside Mexico Beach Condominium Association, Inc., a Florida corporation not for profit, and it is the legal entity responsible for the operation of the Condominium.

3.03 By-Laws: The rules governing the conduct of the affairs of the Association, as they exist from time to time.

3.04 Common Elements: The common elements as defined in Section 7 hereof.

3.05 Common Expenses: The expenses incurred in the maintenance, administration, improvement and repair and replacement of the Common Elements as set forth in Section 12.01.

3.06 Common Surplus: The excess of all receipts of the Association over Common Expenses.

3.07 Condominium: That system of ownership of Condominium Property under which individual Units of Improvements are subject to ownership by one or more owners, and there is appurtenant to each Unit, as a part thereof, an undivided share in the Common Elements.

3.08 Condominium Act: The Condominium Act of the State of Florida (Fla.Stat. 718, et seq.) as it exists on the date of the filing hereof and all amendments thereto hereafter adopted except amendments imposing additional obligations upon or limiting any rights of the Developer.

3.09 Condominium Documents: The Declaration, By-Laws, Articles of Incorporation of the Association, and all Exhibits annexed thereto, as the same may be amended from time to time.

3.10 Condominium Parcel, or Parcel: A Unit, together with the undivided share in the Common Elements which is appurtenant to the Unit.

3.11 Condominium Property: All of the Condominium Parcels and Common Elements.

3.12 Condominium Unit, or Unit: A part of the condominium property which is subject to exclusive ownership.

3.13 Declaration, or Declaration of Condominium, or Declaration of Condominium Ownership: The instrument which submits the property to Condominium Ownership as it may from time to time be amended.

3.14 Developer: Surfside Mexico Beach, LLC. Developer may assign any right reserved to it by this Declaration. No assignee or successor developer who acquires any of Developer's rights shall be deemed to have assumed any obligation of Developer unless by written assumption agreement duly recorded in the public records of Bay County, Florida. Any subsequent developer cannot retain control of the Association after a majority of the units have been sold unless it received an assignment of the creating developer's rights and obligations.

3.15 Floor Plans: The plans are attached to the Declaration as Exhibit "B".

3.16 Institutional Mortgagee: A bank, savings and loan association, insurance company or pension fund authorized to do business in the United States of America, an agency of the United States Government, a real estate investment trust, mortgage company, title insurance company or other lender generally recognized in the community as an institutional type lender.

3.17 Member or Association Member: Owner of a Condominium Unit.

3.18 Occupant: The person or persons, other than the Unit Owner, in possession of a Unit.

3.19 Unit Owner: A record owner of legal title to a condominium parcel.

3.20 Voting Member: A Unit Owner, except that where a unit is owned by more than one person a Voting Member is that Unit Owner designated by the Owner or Owners of a majority interest in a Unit to cast the vote appurtenant to such Unit. In any case, a Voting Member must be designated under oath by the Owners of a majority interest in a Condominium Unit as the person entitled to cast the vote of all such Owners. If a Unit is owned by an estate by the entireties either spouse may vote unless they disagree, in which case neither shall vote.

3.21 Unless the context otherwise requires, all other terms used in this Declaration shall have the meaning attributed to said term by the Condominium Act.

#### **SECTION 4. IDENTIFICATION OF CONDOMINIUM**

4.01 The Condominium Property shall consist of property as described in Exhibits "A" and "B" attached hereto and made a part hereof.

4.02 Each Condominium Unit is described in Exhibit "B" in such manner that there can be determined therefrom the identification, location, dimensions and size of such Unit.

4.03 Each Condominium Unit is identified by a number as shown on the plans in Exhibit "B", so that no Unit bears the same designation as any other Unit.

#### **SECTION 5. CHANGES IN PLANS AND SPECIFICATIONS AND AMENDMENT OF DECLARATION.**

5.01 Amendment of Declaration by Unit Owner. This Declaration may be amended at any regular or special meeting of the Association called or convened in accordance with the By-Laws, by the affirmative vote of not less than two-thirds (2/3) of the Voting Members of the Association, and each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective when recorded in the public records of Bay County, Florida. No such amendment shall change the proportionate ownership of the Common Elements appurtenant to any Unit, nor the proportionate share of the Common Expenses, Common Surplus or voting rights appurtenant to any Unit unless the Unit Owner(s) and all Institutional Mortgagees encumbering the affected Unit join in the execution of the amendment. No amendment shall be effective which materially affects the rights or interests of any Institutional Mortgagee without the written consent of the holder of each mortgage which is affected thereby, which consent may not be unreasonably withheld. No amendment shall be effective which changes, impairs or prejudices the rights of Developer or changes the provisions of this Declaration with respect to the Developer's rights hereunder without Developer's written approval.

#### **SECTION 6. PARCELS OWNED BY DEVELOPER.**

6.01 The Developer reserves the right to sell Condominium Parcels to any person or persons without restriction and to lease or rent condominium parcels pursuant to the terms of this Declaration. Developer also reserves the right to transact any business on the Condominium Property which may, in its sole judgment, be necessary to consummate the sale of Condominium Units including, but not limited to, the right to maintain model Units, signs in the Common Elements, a business office in one or more Units and to use the Common Elements to show units to prospective purchasers and lessees. The sales office, signs and other items used in connection with the sale or leasing of Condominium Parcels shall not be considered a part of the Common Elements and shall remain the property of Developer. Except as provided in this section, the Developer shall be subject to the same rules and regulations and entitled to enjoy the same privileges as any other Unit Owner with respect to each Unit owned by Developer.

## **SECTION 7. COMMON ELEMENTS.**

7.01 Common Elements. The Common Elements shall include and mean, in addition to the items listed in the Condominium Act, all areas which are so designated on the Floor Plans (Exhibit "B") and the following items:

(a) the foundations, bearing walls, perimeter walls, structural slabs, roofs, columns, girders, beams, supports, corridors, fire escapes, stairways, and common entrances, exits and communication ways; and

(b) the compartments or installations of central services such as power, light, gas, hot and cold water, heating and air conditioning systems which serve areas other than a single Unit, water storage tanks, pumps, pipes, flues, chutes, conduits, cables and wire outlets and other utility lines; and

(c) all other elements of the Condominium Property designated or designed for common use.

7.02 Automobile Parking Spaces. Automobile parking spaces will be made available so that at least one automobile parking space will be available for use by each unit owner according to such reasonable rules and regulations as may from time to time be promulgated by the Association; provided, that at all times each unit owner shall be entitled to the use of at least one automobile parking space without charge.

## **SECTION 8. OWNERSHIP OF COMMON ELEMENTS.**

8.01 Each Unit Owner shall own an undivided interest in the Common Elements, and the undivided interest, stated as percentages or fractions of such ownership in the said Common Elements which represents the total square footage of each residential unit in uniform relationship to the total square footage of each other residential unit in the condominium which aggregate equals the whole is set forth in Exhibit "C" which is annexed to this Declaration and made a part hereof.

8.02 Any attempt to separate the title to a Condominium Unit from the Common Elements appurtenant to such Unit shall be null and void.

## **SECTION 9. UNIT BOUNDARIES.**

9.01 Each Unit shall include that part of the building within boundaries determined as set forth in this Section 9.

9.02 Upper and Lower Boundary. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(a) Upper Boundary. The horizontal plane of the undecorated lower face of a concrete slab between floors.

(b) Lower Boundary. The horizontal plane of the undecorated upper face of a concrete slab between floors.

9.03 Perimetrical Boundaries. Upper and Lower Boundaries:

(a) Exterior Building Walls. The intersecting vertical planes adjacent to and which include the interior surface of the exterior structural walls of the building and where the unit contains a balcony, the outside edges of the balcony.

(b) Interior Building Walls. The vertical planes of the center line of walls bounding a Unit, except that (a) when walls between Units are of varying thickness or abut a column or shaft, the plane of the center line of a boundary wall shall be extended to an intersection with the connecting boundary plane without regard to the plane of the centerline of an intervening column or shaft, and (b) when walls of different thickness abut a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended to the thicker wall for a distance which is one-half of thickness of a thinner wall and the boundary shall thence run at a right angle to the plane of the center line of the thicker wall, (c) when walls bounding a Unit are structural or chase walls, such boundary shall be the intersecting vertical planes adjacent to and including the interior surface of the interior structural or chase walls.

9.04 Encroachments. If any portion of a Condominium Unit or Common elements encroaches upon another, a valid easement for the encroachment and maintenance of such encroachment shall and does exist for so long as the encroaching improvement stands. If a part of the Condominium Property is destroyed and rebuilt pursuant to this Declaration, minor encroachments of parts of the Common Elements or Condominium Units due to construction shall be permitted and a valid easement for the maintenance of such encroachments shall exist.

## **SECTION 10. THE OPERATING ENTITY.**

10.01 The Association shall be responsible for the operation of the Condominium Property. The Association shall have all the powers and duties set forth in the Condominium Act, as well as all the powers and duties granted to or imposed upon it by this Declaration, By-Laws of the Association (Exhibit "F") and its Articles of Incorporation (Exhibit "E") as they may be amended from time to time. No modification of or amendment to the By-Laws or the Articles of Incorporation of the Association shall be valid unless set forth in a recorded amendment to this Declaration. The By-Laws and the Articles of Incorporation may be amended in the manner provided for therein, but no amendment thereto shall be adopted which would affect or impair the validity or priority of any mortgage encumbering any Condominium Unit, or which would change the provisions hereof with respect to Institutional Mortgagees, without written approval of each mortgagee whose mortgage has been recorded in the public records of Bay County, Florida, whose lien is affected or impaired thereby. No such amendment shall change the rights and privileges of the Developer without the Developer's written approval.

10.02 Every Unit Owner shall be bound by the Condominium Documents.

## **SECTION 11. ASSESSMENTS**

11.01 The Association has the power to and shall fix and determine from time to time the assessments necessary to provide for the Common Expenses and other sums which are required by the Condominium Documents to be paid by Unit Owners.

11.02. Assessments that are unpaid for a period of ten (10) days after their due date shall bear interest at the rate of 18 percent (18%) per annum from the due date until paid. In addition, the Association shall charge an administrative late fee not to exceed the greater of \$25.00 or 5 percent (5%) of each installment of the assessments for each delinquent installment that the payment is late.

11.03 The Association shall have a lien against each Parcel against which the assessment is made for unpaid assessments, together with the interest thereon, except that such lien shall be subordinate to prior recorded bona fide liens held by Institutional Mortgagees. Reasonable attorneys' fees incurred by the Association

in the collection of assessments shall be payable by the Unit Owner and secured by such lien. The Association may take such action as it deems necessary to collect assessments either by personal action against the Unit Owner of the Parcel against which such assessment has been made, or by enforcing and foreclosing said lien, or by exercising both of such remedies. The lien of an assessment shall be effective as and in the manner provided for by the Condominium Act and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held in connection with the foreclosure of an assessment lien and may apply as a cash credit against its bid all sums secured by the lien enforced.

11.04. A first Mortgagee or its successors or assigns who acquire title to a unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid assessments that become due prior to the Mortgagee's or its successors or assigns receipt of the deed. However, the Mortgagee's or its successors or assigns liability is limited to a period not exceeding six (6) months, but in no event does the first Mortgagee's or its successors or assigns liability exceed one percent (1%) of the original debt if there is a foreclosure action and the Association is joined as a Defendant in the foreclosure action.

## **SECTION 12. COMMON EXPENSES AND COMMON SURPLUS.**

12.01 Common Expenses. The Common Expenses of the Condominium shall be shared by the Unit Owners as specified in Exhibit "C". Common Expenses include all taxes, assessments, insurance and all other expenditures for which the Association is responsible, including stormwater management and those expenditures contracted for in any maintenance or management agreement.

12.02 Common Surplus. Any Common Surplus shall be owned by each of the Unit Owners in the same proportion as their percentage of ownership interest in the Common Elements.

## **SECTION 13. MAINTENANCE AND ALTERATIONS.**

13.01 The Association may enter into contracts with any firm, person or corporation and may join with other Condominium Associations and entities in contracting for the maintenance and repair of the Condominium Property and may delegate to the contractor or manager all the powers and duties of the Association, except such as are specifically required by this Declaration or by the By-Laws to have the approval of the membership of the Association.

### 13.02 Each Unit Owner Agrees:

(a) Not to make, or cause to be made, any addition or alterations to his Unit that would impair the structural soundness of the building. Structural alterations within a Unit may be made only with the consent of the Association and any Institutional First Mortgagee holding a mortgage on said Unit. In addition, each unit owner agrees not to change the color or to enclose the balcony which is part of the unit without the written consent of the Association.

(b) Not to make any alteration, addition or improvement to the Common Elements. In addition, no signs (including "for sale" or "for rent") may be placed outside any units, or on the common elements.

(c) The association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or any portion of a unit to be maintained by the association pursuant to the declaration or as necessary to prevent damage to the common elements or to a unit or units.

(d) To promptly report to the Association any defects or needed repairs for which the Association is responsible.

(e) To keep his clean and free of accumulation of debris and permit licensed pest control service to be performed therein by the Association.

13.03 Each Unit Owner shall promptly perform all maintenance and repair within his Unit which if omitted or delayed would affect any other Condominium Property, and such Unit Owner shall be responsible for any damages or liability which may be incurred by his failure to do so. Each Unit Owner shall be responsible for any damage resulting from an accident within his Unit including, without limitation, damages suffered by the Association and by any other Unit Owner by reason of the failure of a Unit Owner to properly protect his Unit from the elements, or by reason of over-flowing or leaking plumbing fixtures, overloaded electrical circuits and similar occurrences.

13.04 If any damage, or if maintenance, repair or replacement for which a Unit Owner is responsible is covered by insurance maintained by the Association, the proceeds of insurance received by the Association or the Insurance Trustee shall be used or made available to such Unit Owner for use in paying for such damage or in performing such maintenance, repair or replacement.

13.05 If the Unit Owner violates the provisions hereof, the By-Laws of the Association or the rules and regulations of the Association, the Association shall have the right to proceed in a court of equity for an injunction to seek compliance with the provisions hereof. In lieu thereof, or in addition thereto, the Association shall have the right to levy reasonable fines against a Unit or the Unit Owner, for the failure of the owner of the unit, or its occupant, licensee, or invitee, to comply with any provision hereof. No fine will become a lien against a unit. No fine may exceed \$100.00 per violation and a fine may be levied on the basis of each day of a continuing violation with single notice and opportunity for hearing provided that no fine shall in the aggregate exceed \$1,000.00. For the procedure to be followed involving fines, See Section 17 of the By-Laws of the Association.

13.06 The Association shall determine the color scheme of the building and the Common Elements and shall be responsible for the maintenance thereof. No Owner shall paint any surface of the building outside such Owner's Unit or add or replace anything thereon or affixed thereto without written consent of the Association which restriction shall also include the balcony which is a part of the unit.

13.07 The Association shall be responsible for the maintenance, repair and replacement of the Common Elements at the Association's expense, including those portions which contribute to the support of the buildings, and all conduits, ducts, plumbing and wiring and other facilities located in the Common Elements and should incidental damage be caused to any Unit by any work which may be done or caused to be done by the Association, in the maintenance, repair or replacement of the Common Elements, the Association shall, at its expense, repair such damage; provided that, if any repairs or replacements to the Common Elements are made necessary because of abuse or negligent use thereof by an Unit Owner, the cost of such repair or replacement shall be the responsibility of such Unit Owner.

#### **SECTION 14. INSURANCE PROVISIONS.**

14.01 Liability Insurance. The Association shall maintain comprehensive public liability and property damage insurance covering all of the Common Elements and insuring the Association, the Unit Owners and, as long as a Maintenance Agreement is in effect, the Management Company, in such amounts as the Association determines necessary, provided that the minimum amount of

coverage shall be \$500,000.00 for bodily injury or death of any one person, \$1,000,000.00 for bodily injury or death of any number of persons arising out of any one occurrence and \$50,000.00 for any instance of property damage. Premiums for such insurance shall be paid by the Association.

#### 14.02 Casualty Insurance.

(a) Purchase of Insurance. The Association shall obtain and maintain fire, windstorm, extended coverage insurance including vandalism, and malicious mischief insurance, covering all Condominium Property, including personal property owned by the Association, for the benefit of the Unit Owners and their mortgagees and the Association, as their interests may appear, with a company selected by the Association having not less than a policyholders's rating of "A" in the most recent addition of Best's Insurance Guide in an amount equal to the replacement cost of the Condominium Property, as determine annually by the Association. The insurance shall include coverage of that part of the building including but not limited to fixtures, installations or additions within the unfinished inferior the individual unit initially installed (or replacements thereof of like kind or quality) in accordance with the original plans and specifications, or as they existed at the time the unit was initially conveyed, if the original plans and specifications are not available. However, the word "building" does not include floor coverings, wall coverings, ceiling coverings and does not include the following equipment if it is located within a unit and the unit owner is required to repair or replace such equipment: Electrical fixtures, appliances, air conditioners or heating equipment, water heaters or built-in cabinets.

(b) Loss Payable Provisions - Insurance Trustee. All policies purchased by the Association shall be for the benefit of all Unit Owners and their mortgagees and the Association, as their interests may appear. However, an Insurance Trustee shall be the named insured and it shall not be necessary to name the Association or the Unit Owners or any mortgagees, although mortgagee endorsements may be issued. The policies shall be deposited with the Insurance Trustee and shall provide that all insurance proceeds payable on account of loss or damage shall be payable to said Insurance Trustee. The Insurance Trustee may be any bank, maintaining offices and holding trust powers in Florida selected by the Association. The Insurance Trustee shall not be liable for the payment of the premiums, for the renewal or the sufficiency of policies, for the failure to collect any insurance proceeds, nor for the form or content of the policies. The sole duty of the Insurance Trustee shall be to hold the insurance policies and to receive the proceeds paid pursuant to the policies in trust for the purposes stated herein, for the benefit of the Association and the Unit Owners and their respective mortgagees, in the following shares:

(1) Proceeds Paid on Account of Damage to Common Elements: An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(2) Proceeds Paid on Account of Damages to any Units: Proceeds of insurance payable on account of damage to Units shall be held for the owners of damaged Units in the same proportion that the cost of repairing the damage suffered by each Unit Owner bears to the total cost of restoring all damaged Units, which cost shall be determined by the Association.

(3) Mortgagees: In the event a mortgagee endorsement has been issued with respect to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner, as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the



reduction of a mortgage debt any insurance proceeds except distributions thereof made to the Unit Owner and mortgagee, pursuant to the provisions of this Declaration.

(c) Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owner in the following manner:

(1) Expense of the Trust: All expenses of the Insurance Trustee shall be first paid or provisions made therefor, including reasonable compensation for services rendered by the Trustee.

(2) Reconstruction and Repair: The remaining proceeds of any insurance shall be utilized to pay the cost of reconstructing or repairing the damage on account of which the proceeds are payable. Any proceeds remaining after paying such costs shall be distributed to the beneficial owners, provided that, if a mortgagee endorsement has been issued with respect to a Unit, the share of the Unit Owner will be paid to the Unit Owner and mortgagee jointly.

(3) Certificate: In making distributions the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners, their mortgagees, and their respective shares of the distribution.

(d) Association as Agent. The Association is hereby irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien encumbering a Unit and for each owner of any other interest in the Condominium Property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

(e) Benefit of Mortgagees. The provisions of this Section 14.02 are for the benefit of mortgagees of Condominium Parcels, and may be enforced by such mortgagee.

#### 14.03 Reconstruction or Repair after Casualty.

(a) Reconstruction or Repair Required. In the event the Common Elements or the Units are damaged by any casualty, whether such damage is insured against or not, the same shall be repaired or reconstructed, by the Association or the Unit Owner, as the case may be.

(b) Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits; or if not, then according to the plans and specifications approved by the Board of Directors of the Association, and by not less than 75% of the Unit Owners, including the owners of all damaged Units, which approval shall not be unreasonably withheld.

(c) Responsibility. If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner and for which insurance coverage is not required, then the Unit Owner shall be responsible for the reconstruction and repair of any damage caused by casualty. In all other instances the responsibility of reconstruction and repair of damage caused by casualty shall be that of the Association.

(d) Estimate of Costs. Immediately after a determination to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

(e) Assessments. If the proceeds of insurance are not sufficient to pay

the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, funds for the payment of the costs thereof are insufficient, assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments shall be in proportion to the Unit Owner's share in the Common Elements. Any assessment made pursuant to this Section may be enforced in the manner provided in Section 11 hereof.

14.04 Construction Funds. The funds for payment of costs of reconstruction and repair of damage caused by casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total of the assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association, is more than \$25,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid on account of such assessments and disburse the same in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - Minor Damage. If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association, is less than \$25,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(2) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association, is more than \$25,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an Architect, Engineer or other qualified person and employed by the Association to supervise the work.

(3) Unit Owner. The portion of insurance proceeds, if any, representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner as provided in Section 14.03(c) shall be paid by the Insurance Trustee to the Unit Owner (or if there is a mortgagee endorsement as to such Unit, then to the Unit Owner and the mortgagee jointly) promptly upon completion of all required repairs and reconstruction.

(4) Surplus. The first monies disbursed in payment of costs of reconstruction and repair shall be deemed to be the proceeds of insurance. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund was established, such balance shall be distributed to the Unit Owners and mortgagees in the same percentages as the unit owners percentages of ownership of the common elements.

(5) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners on account of assessments shall be deposited by the Association with

the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an Architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a Unit Owner; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, the Insurance Trustee shall require as a condition precedent to any disbursement, a certificate of architect named by the Association certifying that the work has progressed to the point indicated in the contractor's application for payment, that to the best of the architect's knowledge, information and belief the quality of work is in accordance with the contract documents, and the contractor is entitled to payment in the amount certified.

**14.05 Restoration Not Required.** In the event more than ninety percent (90%) in value of the Condominium Property is substantially damaged or destroyed by fire or other casualty and the extent of such damage is certified, in writing by the Association to each Unit Owner, and 25% of the Voting Members signify their desire to terminate the Condominium, the Condominium shall terminate within sixty (60) days after the casualty by filing in the public records of Bay County, Florida, a Notice of Election to Terminate, accompanied by the Certification of Extent of Damage by the Association. Thereafter, the Unit Owners will become tenants in common of the Condominium Property and the insurance proceeds. The share of the Owners of each Unit in the Condominium Property shall be the same as their share in the Common Elements. The share of each Unit Owner in the insurance proceeds shall be the same as set forth in Exhibit "C". Any mortgage or other lien which encumbers a Condominium Parcel shall continue as a lien of equal dignity against the interest of the Unit Owner in the Condominium Property and the proceeds of insurance. If any Unit Owner requests a partition of the property, the Condominium Property shall be sold, and each Unit Owner, or each Unit Owner and his respective mortgagee, will be entitled to recover from the fund composed of sale proceeds, a share of such sums that shall be the same as the undivided share of such Unit Owner in the Common Elements. In the event the fund does not contain sufficient sums to fully compensate every Unit Owner, the sum payable to each Unit Owner will be proportionately reduced.

Before distribution to a Unit Owner of insurance or sale proceeds, all liens against such Unit Owner's Unit will be paid to the extent to the proceeds allocated to said Unit are sufficient to do so.

**14.06 Other Insurance.** The Association shall maintain worker's Compensation Insurance to meet the requirement of law and such other insurance as the Association shall determine from time to time to be desirable. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time and the Association shall bear the cost of said insurance policy or bonding.

**14.07 Unit Owners Insurance.** Each individual Unit Owner may purchase, at his own expense, liability insurance to cover accidents occurring within his Unit. Unit Owners may also purchase casualty insurance covering personal property within any improvements to their Units, provided such does not contain a co-insurance provision or any other provision that in any way affects the master policy maintained by the Association on the Condominium Property.

14.08 Waiver of Subrogation. If available without additional cost, and where applicable, the Association and each Unit Owner shall endeavor to obtain policies which provide that the insurer waives the right of subrogation as to any claim against Unit Owners, the Association, their respective servants, agents, and guests, and any Management Company.

## **SECTION 15. OBLIGATION OF UNIT OWNERS.**

15.01 In addition to the other obligations and duties heretofore set out in this Declaration, no Unit Owner shall:

(a) Use or permit the use of his Unit for any purpose other than as a single family residence or fail to maintain his Unit in a clean and sanitary manner;

(b) Permit or suffer anything to be done or kept in his Unit which will increase the insurance rates on any Unit or the Common Elements, or which will obstruct or interfere with the rights of other Members, or commit, permit or suffer any nuisance or illegal act in his Unit or on the Common Elements;

(c) Fail to conform to and abide by the By-Laws and nondiscriminatory rules and regulations in regard to the use of the Condominium Property which may be adopted in writing from time to time by the Association, and each Unit Owner shall be responsible to see that all persons using such Unit Owner's property do likewise;

(d) Attempt to exempt himself from liability for his contribution toward the Common Expenses by waiver of the use and enjoyment of any of the Common Elements, or by the abandonment of his Condominium Unit.

15.02 Pets. Pets may be kept or maintained by Unit Owners in their Units upon such terms and conditions as the Association may establish from time to time, provided such pet does not create a nuisance. Whether or not a pet creates a nuisance shall be determined in the sole judgment of the Association. No exotic pets or "domesticated" wild animals will be permitted on the Condominium Property.

## **SECTION 16. RESERVE FUND ACCOUNT.**

16.01 The Association shall establish Reserve Fund Accounts separate from its operating account or accounts to accumulate sums in a separate account for capital improvements or repairs or replacements of major components of the building which are, or will be, a part of the Common Elements all as required by the Act (the "Fund"). The assessment will be in the amounts required by the Act unless such requirement is waived by the members in accordance with the Act. The Association shall use the funds in the Reserve Fund Accounts for the purpose for which they have been reserved unless their use for another purpose is approved by the unit owners. The Association shall determine those capital improvements to be replaced, acquired or repaired with the deposits in the Fund. The proportionate interest of each owner in the Fund shall be appurtenant to his Unit and may not be separately withdrawn, assigned or transferred or otherwise separated from the Unit to which it appertains and shall be deemed to be transferred with such Unit.

16.02 The assessment provided for in this section may be enforced in the same manner as provided in Section 11 for the enforcement of assessments.

## **SECTION 17. NOTICES.**

17.01 Unit Owner. Whenever a notice is required to be sent to a Unit Owner, such notice may be delivered either personally or by mail, addressed to such Unit Owner's Unit address, unless the Unit Owner has, by written notice duly receipted for by the Secretary of the Association, specified a different address.

17.02 Association. Notices to the Association shall be delivered by mail in person to the Secretary of the Association at the Secretary's Unit, or in the event of the Secretary's absence, then to the President of the Association at his Unit, and, in his absence, to any member of the Board of Directors of the Association.

17.03 Developer. Notices to the Developer shall be delivered by registered or certified mail to:

Surfside Mexico Beach, LLC  
Post Office Box 28105  
Panama City Beach, Florida 32411

or such other address as Developer may from time to time designate.

17.04 All notices shall be deemed to have been given when deposited in the United States Mail, postage prepaid, addressed as aforesaid. Any party may change his or its mailing address by written notice duly receipted for by the Secretary of the Association. Notices required to be given to a deceased Owner may be delivered, either personally or by mail, to the personal representative at his or its address appearing in the records of the Court wherein the estate of such deceased Owner is being administered, or if there is none, then to the nearest relative of such deceased person.

## **SECTION 18. SAVINGS ACCOUNTS; INVESTMENTS.**

18.01 The Association shall have the power to establish and maintain in a national or state bank or a federal savings and loan association, interest bearing accounts for such purposes as it may see fit to establish from time to time.

18.02. The Association shall have the power to invest money of the Association in any obligation guaranteed as to payment by the United States.

## **SECTION 19. MISCELLANEOUS PROVISIONS.**

19.01 Provisions of Declaration - Binding Effect. All provisions of the Condominium Documents are intended to be and shall be construed as covenants running with the land and every part thereof, including, but not limited to, every Unit and the appurtenances thereto; and every Unit Owner and claimant of the property, or any part thereto, or of any interest therein, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of the Condominium Documents.

19.02 Dividing or Combining Units. The unit owners by an affirmative vote of a majority of the total voting interests may from time to time authorize the removal or addition of a wall or portion of a wall between Units in order that said Units might be used together as one integral Unit or in order to add to or subtract from space in any Unit, provided, that no such alteration shall be made without the consent of all Unit Owners whose Units are directly affected thereby and all record owners of liens against the affected units. If the joinder or division of Units is permitted, the share of the Common Elements and Common Expenses and Surplus appurtenant to the altered Units may be reapportioned by the Unit Owners owning such altered Units, provided, no such reapportionment shall affect the share of Common Elements, Common Expenses or Surplus appurtenant to Units not so altered. If a joinder or Division of Units is permitted and the share of Common Elements, Common Surplus, or Common Expenses appurtenant to such Units reapportioned, such changes shall be reflected by an amendment of this Declaration. Said amendment shall be signed by the President and Secretary of the Association, each affected Unit Owner, all record owners of liens against the affected unit and their respective mortgagees.

19.03 Attorneys' Fees. In any suit where the association is involved against

a unit owner, tenant or an invitee, the prevailing party in said litigation shall be entitled to recover their reasonable attorney's fees.

19.04 Agreement for Recreational Facilities. Subsequent to the filing of this Declaration, the Association may, either alone or in concert with other Condominium Associations, purchase and/or acquire and enter into agreements, from time to time, whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, whether or not contiguous to the Condominium Property intended to provide for the enjoyment, recreation and other use or benefit of the Unit Owners. No such purchase or agreement shall be valid, however, unless approved by the owners of a majority of the Units, which are not owned by Developer. The expense of ownership, rental membership fees, operations, replacements, and other undertakings in connection therewith shall be Common Expenses, together with all other expenses and costs herein or by law defined as Common Expenses.

19.05 Gender. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a Condominium.

19.06 Captions. The captions used in the Condominium documents are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text in the Condominium Documents.

19.07 Institutional First Mortgages. Where an Institutional First Mortgage, by some circumstance, fails to be a first mortgage but it is evident that it is intended to be a first mortgage, it shall nevertheless, for the purpose of the Condominium Documents, be deemed to be an Institutional First Mortgage.

19.08 Severability of Provisions. If any term, covenant, provisions, phrase or other element of the Condominium Documents is held invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever any other term, provision, covenant or element of said Documents or of the Condominium Act.

19.09 Warranties. The Developer's warranty shall be limited to an implied warranty of fitness and merchantability as set forth in Florida Statutes 718.203 and as subject to the limitations therein set forth.

19.10 Acceptance by Association. The Association approves the foregoing and all of the covenants, terms and conditions, duties and obligations of this Declaration and Exhibits attached hereto. Each Unit Owner, by virtue of its acceptance of a Deed of Conveyance to a Condominium Parcel, and other parties, by virtue of their occupancy of Units, hereby approved the Declaration and all of the terms and conditions, duties and obligations set forth in the Condominium Documents.

19.11 Partition. No Unit Owner shall bring, or have any right to bring, any action for partition or division of the Condominium Property, except as provided in Section 14.05.

19.12 Construction by Unit Owner. Any addition, alteration, or construction by a Unit Owner, including electrical wiring or plumbing, shall comply with the Bay County Building Code and all other applicable ordinances.

19.13 Developer's Liability. Notwithstanding any other provision of this Declaration, no partner of Developer shall have any liability whatsoever on account of the Developer's obligation, except to the extent of his interest in the

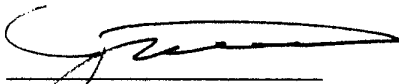
property which is submitted to condominium ownership hereby.

**SECTION 20. SCRIVENER'S ERRORS.**

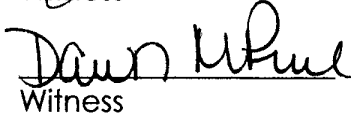
20.01 Developer, for itself and each incumbent President of the Association, reserves the right to amend the Declaration to correct scrivener's errors, however, no such amendment shall materially adversely affect the property rights of Unit Owners. Such amendment need only be approved, executed and acknowledged by the Developer or the President of the Association, as the case may be, and shall be effective when recorded in public records of Bay County, Florida.

**IN WITNESS WHEREOF**, Surfside Mexico Beach, LLC has executed this instrument in its name, this 6<sup>th</sup> day of February, 2006.

Signed, sealed and delivered in the presence of:

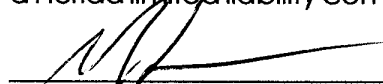


Witness

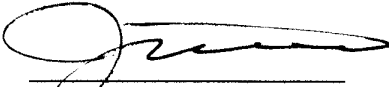
  
Witness

Surfside Mexico Beach, LLC,  
a Florida limited liability company

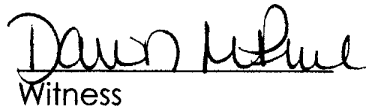
By:



Charles W. Fuller, Managing Member

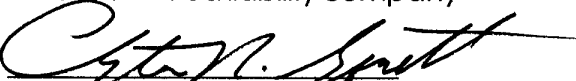


Witness

  
Witness

Surfside Mexico Beach, LLC,  
a Florida limited liability company

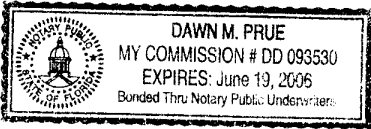
By:



Clayton R. Syfrett, Managing Member

**STATE OF FLORIDA,  
COUNTY OF BAY.**

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of February, 2006 by Charles W. Fuller, as Managing Member of Surfside Mexico Beach, LLC, a Florida limited liability company, on its behalf. He is personally known to me or has provided \_\_\_\_\_ as identification.



**NOTARY PUBLIC:**

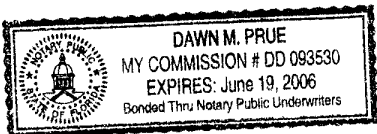
Sign Dawn M Prue

Print Dawn M Prue

My Commission Expires:

**STATE OF FLORIDA,  
COUNTY OF BAY.**

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of February, 2006 by Clayton R. Syfrett, as Managing Member of Surfside Mexico Beach, LLC, a Florida limited liability company, on its behalf. He is personally known to me or has provided \_\_\_\_\_ as identification.



**NOTARY PUBLIC:**

Sign Dawn M Prue

Print Dawn M Prue

My Commission Expires:

**JOINDER**



**JOINDER OF MORTGAGEE  
CONSENT TO DECLARATION OF CONDOMINIUM**

Bay Bank & Trust Co., the owner and holder of that certain Mortgage from Surfside Mexico Beach, LLC, dated April 30, 2004, in the original principal amount of \$4,000,000.00 recorded in Bay County Official Records Book 2433 at Page 434 and modified by virtue of that certain Modification of Mortgage dated October 15, 2005 recorded in Bay County Official Records Book 2692 at Page 1814 of the Public Records of Bay County, Florida, which encumbers the property described in the Declaration of Condominium of Surfside Condominiums, a condominium as per the Declaration, to the extent it may be required to do so under the laws of the State of Florida, joins in the making of the foregoing Declaration of Condominium, and Bay Bank & Trust Co. agrees that the lien of said Mortgage shall hereafter encumber each and every of the condominium units set forth in said Declaration including, but not limited to, all of the undivided shares of the common elements.

IN WITNESS WHEREOF, the Mortgagee has caused these presents to be executed by its proper corporate officer, this 6<sup>th</sup> day of February, 2006.

Signed, sealed and delivered  
in the presence of:

Bay Bank & Trust Co.

[Signature]

Witness, Sign

BY: Wade H. Spears, III

Wade H. Spears, III

ITS: Executive Vice President

JACK G. WILSON

Witness, Print

Dawn M. Prue

Witness, Sign

Dawn M. Prue

Witness, Print

**STATE OF FLORIDA,  
COUNTY OF BAY.**

The foregoing instrument was acknowledged before me, this 6<sup>th</sup> day of February, 2006 by Wade H. Spears, III as Executive Vice President of Bay Bank & Trust Co., a Florida banking corporation, on its behalf. He is personally known to me or has produced \_\_\_\_\_ as identification.

**NOTARY PUBLIC**

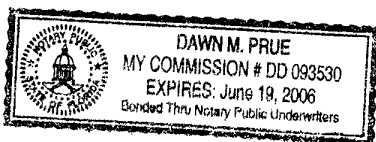
Dawn M. Prue

Notary Public, Sign

Dawn M. Prue

Notary Public, Print

My Commission Expires:



**SURVEYOR'S CERTIFICATE**

EXHIBIT "A" AND "B" TO DECLARATION

LEGAL DESCRIPTION, SURVEY, SITE PLANS  
AND FLOOR PLAN

## INDEX

1. INDEX
2. SURVEYOR'S CERTIFICATE
- 3-4. BOUNDARY SURVEY
5. GROUND FLOOR
6. SECOND FLOOR UNITS 1 THROUGH 6
7. THIRD FLOOR UNITS 7 THROUGH 12
8. FOURTH FLOOR UNITS 13 THROUGH 18
9. TYPICAL UNITS
10. UNDECORATED FINISH FLOOR AND UNDECORATED CEILING ELEVATIONS TABLE.

## SURFSIDE CONDOMINIUMS

118 38TH STREET  
MEXICO BEACH, FLORIDA 32410

## A. T. SURVEY, INC.

CERTIFICATE OF AUTHORIZATION LB 6682

(850) 763-6471 \* FAX 785-7514 2401 FRANKFORD AVENUE PANAMA CITY, FLORIDA 32405

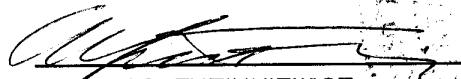
DATE OF SURVEY: 1-30-06 JOB NO.: 02-028 CONDDISK: ZIP 71B FILE NO.: A22-6S12-12683 SHEET 1 OF 10 SHEETS

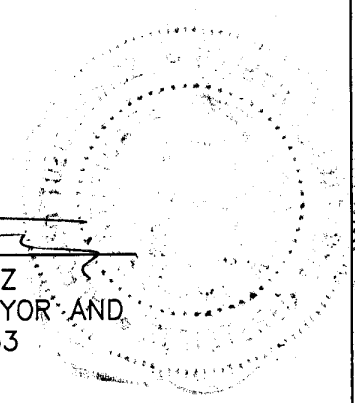
© 2005 A. T. SURVEY, INC.

# SURVEYOR'S CERTIFICATE

I, ALFONSO TUZINKIEWICZ, FLORIDA LAND SURVEYOR AND MAPPER NUMBER 2433, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS KNOWN AS SURFSIDE CONDOMINIUM, ARE SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL, TOGETHER WITH PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

DATED THIS 24<sup>th</sup> DAY OF FEBRUARY, 2006.

  
ALFONSO TUZINKIEWICZ  
FLORIDA LAND SURVEYOR AND  
MAPPER NUMBER 2433



## SURFSIDE CONDOMINIUMS

118 38TH STREET  
MEXICO BEACH, FLORIDA 32410

## A. T. SURVEY, INC.

CERTIFICATE OF AUTHORIZATION LB 6682

(850) 763-6471 \* FAX 785-7514 2401 FRANKFORD AVENUE PANAMA CITY, FLORIDA 32405

DATE OF SURVEY: 1-30-06 JOB NO.: 02-028 CONDDISK: ZIP 71B FILE NO.: A22-6S12-12683 SHEET 2 OF 10 SHEETS

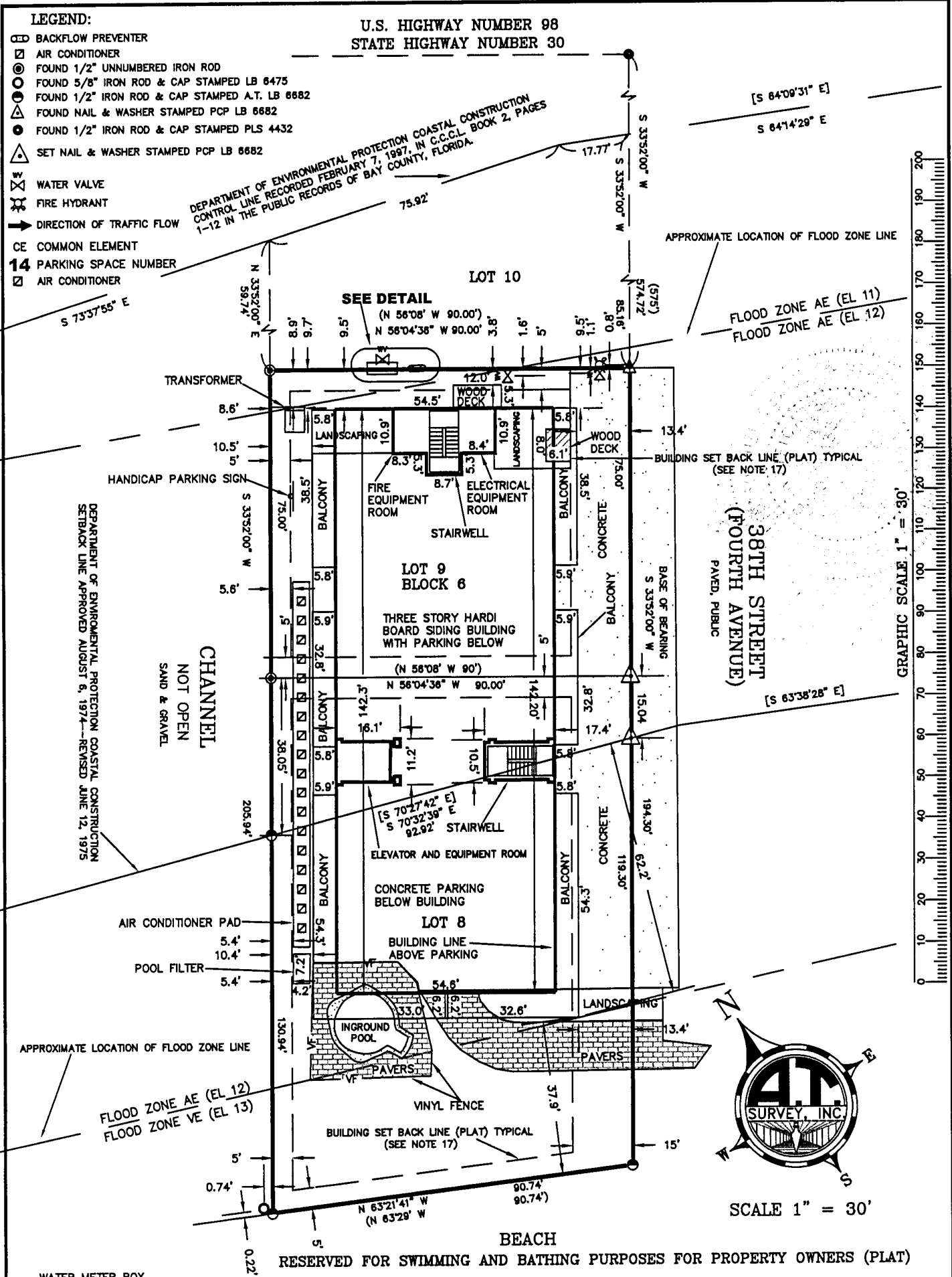
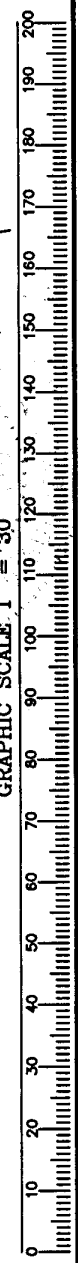
**LEGEND:**

- ⊠ BACKFLOW PREVENTER
- ⊠ AIR CONDITIONER
- ⊙ FOUND 1/2" UNNUMBERED IRON ROD
- ⊙ FOUND 5/8" IRON ROD & CAP STAMPED LB 6475
- ⊙ FOUND 1/2" IRON ROD & CAP STAMPED A.T. LB 6682
- ⊙ FOUND NAIL & WASHER STAMPED PCP LB 6682
- ⊙ FOUND 1/2" IRON ROD & CAP STAMPED PLS 4432
- ⊠ SET NAIL & WASHER STAMPED PCP LB 6682
- ⊠ WATER VALVE
- ⊠ FIRE HYDRANT
- ➔ DIRECTION OF TRAFFIC FLOW
- CE COMMON ELEMENT
- 14 PARKING SPACE NUMBER
- ⊠ AIR CONDITIONER

U.S. HIGHWAY NUMBER 98  
STATE HIGHWAY NUMBER 30

DEPARTMENT OF ENVIRONMENTAL PROTECTION COASTAL CONSTRUCTION CONTROL LINE RECORDED FEBRUARY 7, 1997, IN C.C.C.L. BOOK 2, PAGES 1-12 IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

[S 64°09'31" E]  
S 64°14'28" E

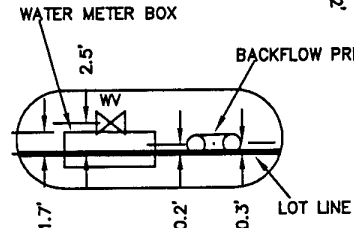


38TH STREET  
(FOURTH AVENUE)  
PAVED, PUBLIC

[S 63°38'28" E]



SCALE 1" = 30'



**DETAIL**  
NOT TO SCALE

**SURFSIDE CONDOMINIUMS**

118 38TH STREET  
MEXICO BEACH FLORIDA 32410

**A. T. SURVEY, INC.**

CERTIFICATE OF AUTHORIZATION LB 6682

(850) 763-6471 \* FAX 785-7514 2401 FRANKFORD AVENUE PANAMA CITY, FLORIDA 32405

**DESCRIPTION:**

LOTS 8 AND 9, BLOCK 6, ACCORDING TO THE PLAT OF MEXICO BEACH, UNIT FIVE, AS RECORDED IN PLAT BOOK 7, PAGE 61, IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF BAY COUNTY, FLORIDA.

**SURVEYOR'S NOTES:**

1. THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING THE TITLE OR BOUNDARY TO THE SUBJECT PROPERTY; THERE MAY BE DEEDS, EASEMENTS (RECORDED OR UNRECORDED) OR INSTRUMENTS THAT COULD AFFECT THE BOUNDARIES AND/OR USE OF THIS PROPERTY.
2. RECORD MEASUREMENTS AND BEARINGS ARE SHOWN IN PARENTHESES. BEARINGS BASED ON THE STATE PLANE COORDINATE SYSTEM ARE SHOWN IN BRACKETS.
3. FIRM COMMUNITY PANEL NO. 12005C0508G REVISED ON SEPTEMBER 18, 2002 SHOWS THE ABOVE DESCRIBED PROPERTY IN FLOOD ZONE VE (EL 13), AE (EL 12), AE (EL11) REVISED DATE OF FIRM MAP INDEX 12005CINDOA IS 9-18-02. DUE TO FEMA'S FLOOD INSURANCE RATE MAPS BEING GROSSLY OUT OF SCALE, THE LOCATION OF THE FLOOD ZONE LINES, IF ANY, ARE ONLY APPROXIMATE.
4. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. THE LOCATION OF SOME ITEMS, SUCH AS FENCES AND FOUND CORNERS, MAY BE EXAGGERATED FOR CLARITY.
6. A SURVEY DOES NOT INDICATE AND/OR DETERMINE OWNERSHIP.
7. UNLESS SHOWN ON THIS SURVEY, UNDERGROUND UTILITIES AND/OR IMPROVEMENTS, SUCH AS FOOTINGS, HAVE NOT BEEN LOCATED.
8. REVISION DATE, IF ANY, INDICATES CHANGES IN THE DRAWING ONLY; NO FIELD WORK PERFORMED.
9. DATE OF SURVEY INDICATES LAST DATE FIELD WORK PERFORMED.
10. PRIOR TO CONSTRUCTION, OWNER OR CONTRACTOR TO OBTAIN AND/OR VERIFY CURRENT COUNTY OR CITY BUILDING SETBACK LINES AND BUILDING CODES.
11. THE COMPREHENSIVE PLANNING, LAND DEVELOPMENT CODES, IF ANY, FOR THE COUNTY OR CITY THIS PROPERTY IS LOCATED IN ARE NOT SHOWN ON THIS SURVEY. THE MENTION HEREIN DOES NOT IMPLY THAT THEY ARE APPLICABLE OR SERVE TO INDICATE THAT THEY ARE ENFORCED.
12. ITEMS LABELED ON SURVEY ARE BASED ON FIELD OBSERVATIONS AND ARE DEEMED RELIABLE BUT HAVE NOT BEEN VERIFIED.
13. THE SIGN (°) DENOTES DEGREES, THE SIGN (') DENOTES FEET OR MINUTES, THE SIGN (") DENOTES SECONDS, (N) DENOTES NORTH, (E) DENOTES EAST, (W) DENOTES WEST, (S) DENOTES SOUTH, (±) DENOTES "APPROXIMATELY" FOR FIELD MEASUREMENTS AND "MORE OR LESS" FOR RECORD MEASUREMENTS, (PSM) DENOTES PROFESSIONAL SURVEYOR AND MAPPER, (LB) DENOTES LAND SURVEYING BUSINESS, (LS) DENOTES LAND SURVEYOR, (FIRM) DENOTES FLOOD INSURANCE RATE MAP, (NGVD) NATIONAL GEODETIC VERTICAL DATUM
14. THE OWNERSHIP OF ANY FENCES OR IMPROVEMENTS SHOWN ON THIS SURVEY IS UNKNOWN.
15. FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND/OR U.S. CORPS OF ENGINEERS JURISDICTION LINE, IF ANY, HAVE NOT BEEN LOCATED, EXCEPT AS SHOWN. PERMITS MAY BE REQUIRED PRIOR TO DISTURBING PROTECTED AREAS.
16. THIS SURVEY IS VALID FOR THE USE OF THE PARTIES INDICATED HEREON FOR THE CURRENT TRANSACTION ONLY AND IT IS PROHIBITED TO COPY AND/OR REUSE THIS SURVEY FOR THE BENEFIT OF OTHER PARTIES AND/OR TRANSACTIONS.
17. BUILDING SETBACK LINES FOR BLOCK 6, ACCORDING TO RECORDED PLAT OF MEXICO BEACH-UNIT NO. 5 NO BUILDING SHALL BE ERECTED CLOSER THAN 15 FEET TO ANY FRONT STREET LINE, NOR CLOSER THAN 5 FEET TO ANY SIDE OR BACK LINES, WHICH 5 FEET IS RESERVED BY DEVELOPERS FOR UTILITY EASEMENT.

**SURFSIDE CONDOMINIUMS**

118 38TH STREET  
MEXICO BEACH FLORIDA 32410

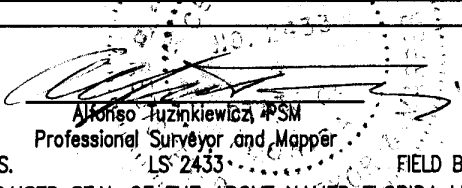
**A. T. SURVEY, INC.**

CERTIFICATE OF AUTHORIZATION LB 6682

(850) 763-6471 \* FAX 785-7514 2401 FRANKFORD AVENUE PANAMA CITY, FLORIDA 32405

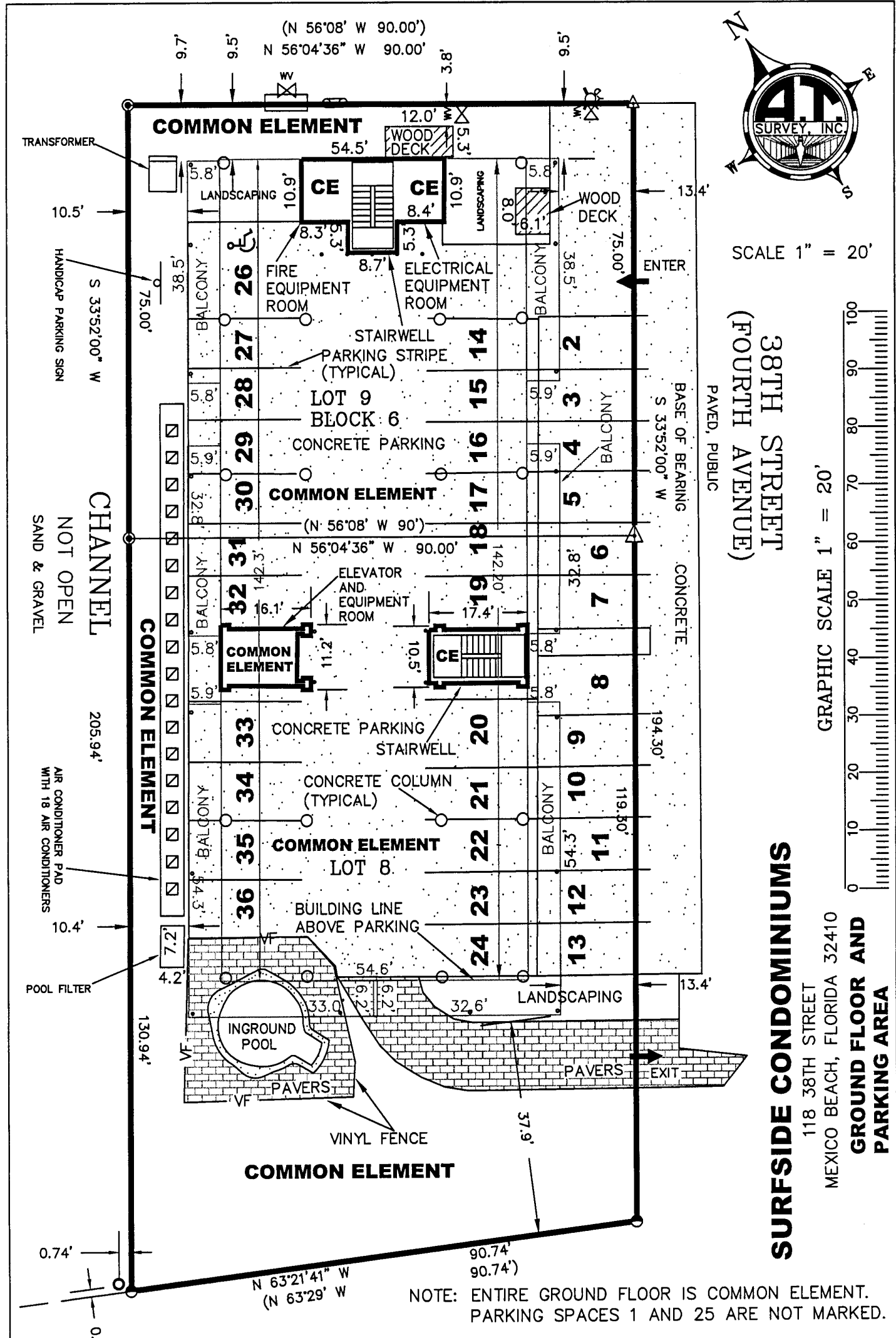
DATE OF SURVEY: 1-30-06 TYPE OF SURVEY: BOUNDARY SURVEY  
 JOB NO.: 02-028A2 DISK: ZIP 71B FILE NO: D23-6S12-12076 SHEET 4 OF 10 SHEETS  
 BEARING REFERENCE: PLAT BEARING OF THE WESTERLY LINE OF 38TH STREET (N 33°52' E)  
 ELEVATION REFERENCE: DEP DISK R-129 BAY 1991 (ELEVATION: 9.22 FEET) NGVD 1929  
 FOR: SURFSIDE MEXICO BEACH, LLC.

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE. PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

  
 Alfonso Juzinkiewicz PSM  
 Professional Surveyor and Mapper  
 LS 2433

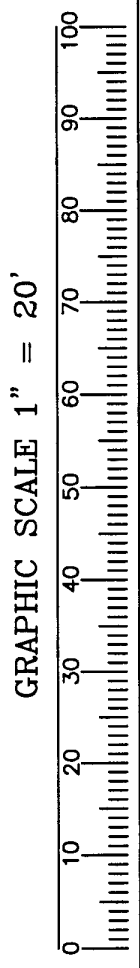
M.B.3 26-30  
 M.B.3 22-23  
 M.B.2 1-10  
 M.B. PAGE 62-67

\*NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF THE ABOVE NAMED FLORIDA LICENSED SURVEYOR AND MAPPER\*  
 PROJECT: 02-028A2 © 2005 A. T. SURVEY, INC.



SCALE 1" = 20'

38TH STREET  
(FOURTH AVENUE)



**SURFSIDE CONDOMINIUMS**

118 38TH STREET  
MEXICO BEACH, FLORIDA 32410  
**GROUND FLOOR AND  
PARKING AREA**

NOTE: ENTIRE GROUND FLOOR IS COMMON ELEMENT.  
PARKING SPACES 1 AND 25 ARE NOT MARKED.

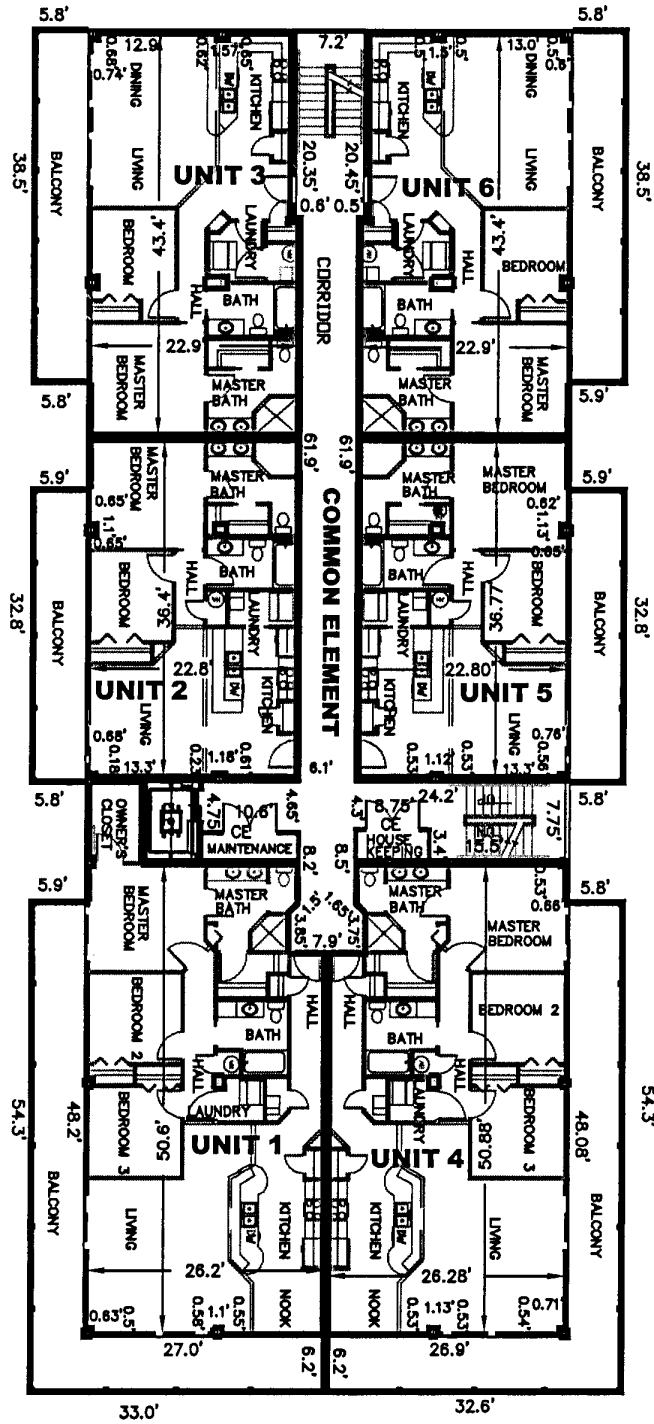
**A. T. SURVEY, INC.**

CERTIFICATE OF AUTHORIZATION LB 6682

(850) 763-6471 \* FAX 785-7514 2401 FRANKFORD AVENUE PANAMA CITY, FLORIDA 32405

DATE OF SURVEY: 1-30-06 JOB NO.: 02-028CONDISK: ZIP 71B FILE NO.: A22-6S12-12683 SHEET 5 OF 10 SHEETS





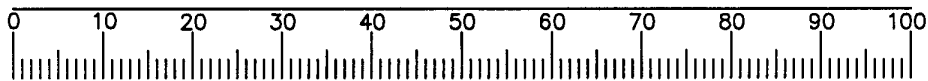
SCALE 1" = 20'

**SURFSIDE CONDOMINIUMS**

118 38TH STREET  
MEXICO BEACH, FLORIDA 32410

**SECOND FLOOR UNITS 1-6**

GRAPHIC SCALE 1" = 20'



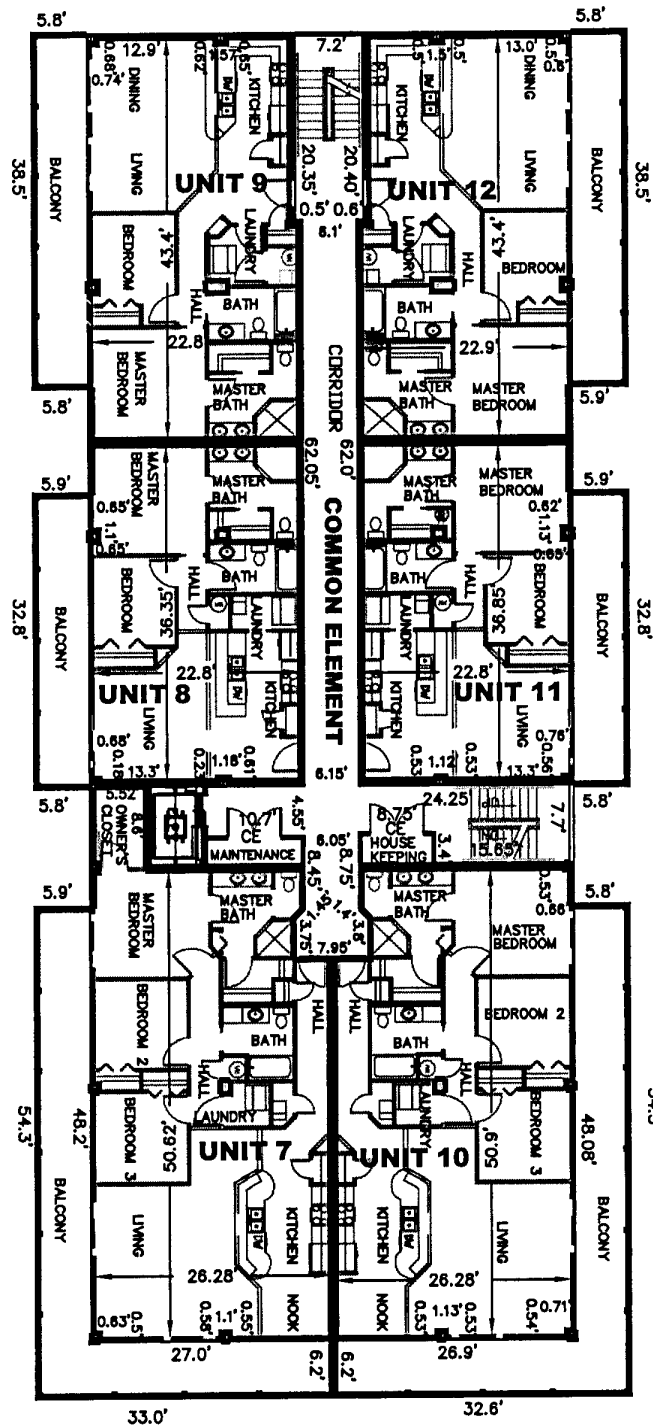
**A. T. SURVEY, INC.**

CERTIFICATE OF AUTHORIZATION LB 6682

(850) 763-6471 \* FAX 785-7514 2401 FRANKFORD AVENUE PANAMA CITY, FLORIDA 32405

DATE OF SURVEY: 1-30-06 JOB NO.:02-028CONDDISK: ZIP 71BFILE NO.:A22-6S12-12683 SHEET 6 OF 10 SHEETS

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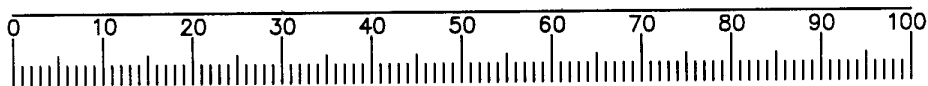
SCALE 1" = 20'

**SURFSIDE CONDOMINIUMS**

118 38TH STREET  
MEXICO BEACH, FLORIDA 32410

**THIRD FLOOR UNITS 7-12**

GRAPHIC SCALE 1" = 20'



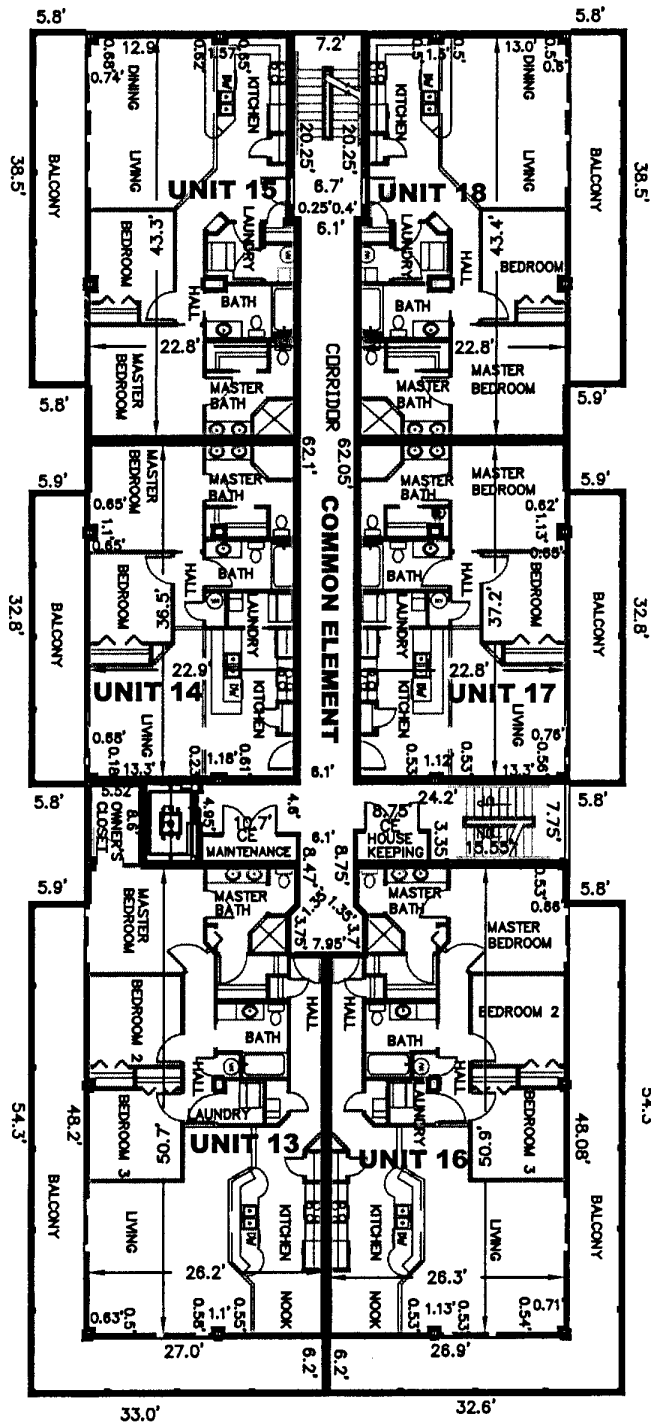
**A. T. SURVEY, INC.**

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DATE OF SURVEY: 1-30-06 JOB NO.: 02-028CONDISK: ZIP 71B FILE NO.: A22-6S12-12683 SHEET 7 OF 10 SHEETS

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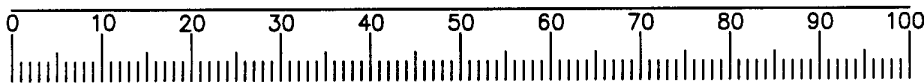
SCALE 1" = 20'

**SURFSIDE CONDOMINIUMS**

118 38TH STREET  
MEXICO BEACH, FLORIDA 32410

**FOURTH FLOOR UNITS 13-18**

GRAPHIC SCALE 1" = 20'



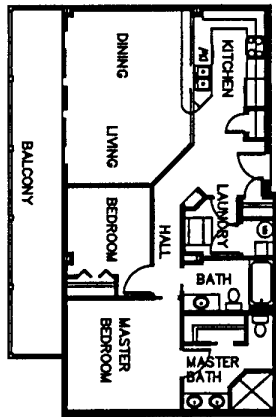
**A. T. SURVEY, INC.**

CERTIFICATE OF AUTHORIZATION LB 6682

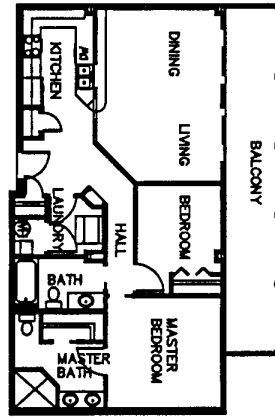
(850) 763-6471 \* FAX 785-7514 2401 FRANKFORD AVENUE PANAMA CITY, FLORIDA 32405

DATE OF SURVEY: 1-30-06 JOB NO.: 02-028CONDISK: ZIP 71B FILE NO.: A22-6S12-12683 SHEET 8 OF 10 SHEETS

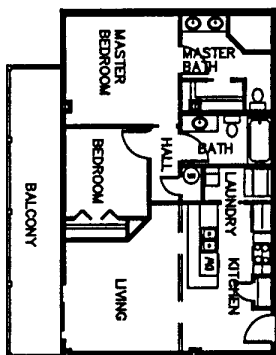
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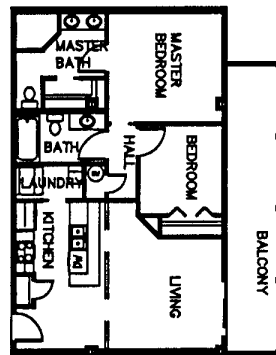
UNIT TYPE "A" WEST



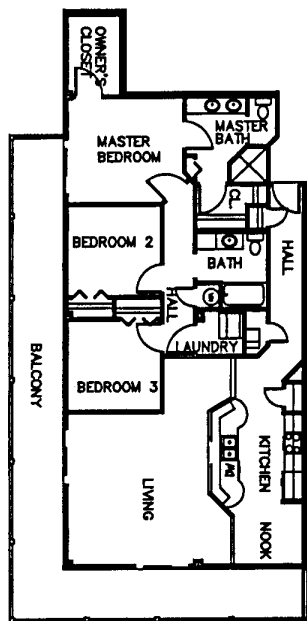
UNIT TYPE "A" EAST



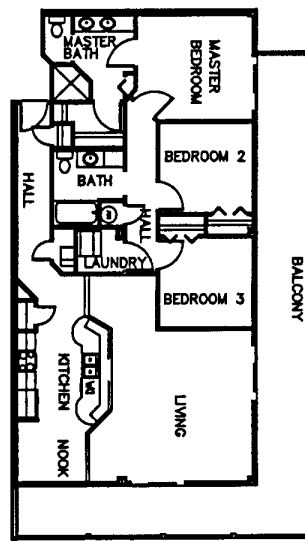
UNIT TYPE "B" WEST



UNIT TYPE "B" EAST



UNIT TYPE "D"



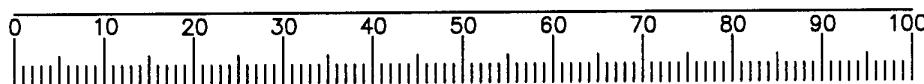
UNIT TYPE "C"

**SURFSIDE CONDOMINIUMS**

118 38TH STREET  
MEXICO BEACH, FLORIDA 32410

**TYPICAL UNITS**

GRAPHIC SCALE 1" = 20'



**A. T. SURVEY, INC.**

CERTIFICATE OF AUTHORIZATION LB 6682

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DATE OF SURVEY: 1-30-06 JOB NO.: 02-028CONDDISK: ZIP 71B FILE NO.: A22-6S12-12683 SHEET 9 OF 10 SHEETS

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		UNDECORATED ELEVATIONS MEASURED IN FEET (NGVD)	
FLOOR	UNIT NUMBER	FLOOR	CEILING
2ND	UNITS 1, 2, 3, 4, 5, 6	18.73'	26.63'
2ND	BALCONIES	18.52'	26.42'
3RD	UNITS 7, 8, 9, 10, 11, 12	28.08'	35.98'
3RD	BALCONIES	27.89'	35.74'
4TH	UNITS 13, 14, 15, 16, 17, 18	37.49'	45.99'
4TH	BALCONIES	37.24'	45.49'

**SURFSIDE CONDOMINIUMS**

118 38TH STREET  
MEXICO BEACH, FLORIDA 32410

**UNDECORATED FINISHED FLOOR AND  
UNDECORATED CEILING ELEVATIONS TABLE**

**A. T. SURVEY, INC.**

CERTIFICATE OF AUTHORIZATION LB 6682

(850) 763-6471 \* FAX 785-7514 2401 FRANKFORD AVENUE PANAMA CITY, FLORIDA 32405

EXHIBIT "C" TO DECLARATION

SHARE OF COMMON ELEMENTS - SHARE OF COMMON EXPENSES

## EXHIBIT "C"

UNDIVIDED OWNERSHIP IN  
COMMON ELEMENTS, COMMON SURPLUS AND  
SHARING IN COMMON EXPENSES OF EACH UNIT

<u>UNIT TYPE</u>	<u>UNITS</u>	<u>UNDIVIDED OWNERSHIP IN COMMON ELEMENTS, COMMON SURPLUS &amp; SHARING IN COMMON EXPENSES OF EACH UNIT</u>
2 Bedroom 2 Bath 1,279 square feet which includes a 230 square foot balcony	6	5.2%
2 Bedroom 2 Bath 1,083 square feet which includes a 191 square foot balcony	6	4.58%
3 Bedroom 2 Bath 1,831 square feet which includes a 461 square foot balcony	6	6.87%

EXHIBIT "D" TO DECLARATION  
ESTIMATED OPERATING BUDGET



ESTIMATED OPERATING BUDGET  
FOR FIRST YEAR'S OPERATION  
OF SURFSIDE CONDOMINIUMS  
(18 UNITS)

<u>Administration of Association</u>	Monthly	Quarterly	Yearly
Accounting and Legal	\$ 100.00	\$ 300.00	\$ 1,200.00
<u>Manager/Bookkeeper</u>	\$ 300.00	\$ 900.00	\$ 3,600.00
 <u>Maintenance</u>			
Building/Walkway Maintenance	\$ 200.00	\$ 600.00	\$ 2,400.00
Grounds/Landscaping	200.00	600.00	2,400.00
Pool	200.00	600.00	2,400.00
Fire Safety	50.00	150.00	600.00
Elevator	150.00	450.00	1,800.00
 <u>Rent for Recreational and Other Commonly Used Facilities</u>			
	0.00	0.00	0.00
 <u>Taxes on Association Property</u>			
	0.00	0.00	0.00
 <u>Taxes Upon Leased Areas</u>			
	0.00	0.00	0.00
 <u>Insurance</u>			
Property	\$ 600.00	\$ 1,800.00	\$ 7,200.00
General Liability	166.67	500.01	2,000.04
Directors/Officers	62.50	187.50	750.00
Boiler/Machinery	104.00	312.00	1,248.00
Umbrella	83.33	249.99	999.96
Flood	0.00	0.00	0.00
Wind	333.33	999.99	3,999.96
 <u>Security</u>			
	\$ 0.00	0.00	0.00
 <u>Other Labor Costs</u>			
	\$ 100.00	\$ 300.00	\$ 1,200.00
 <u>Other Expenses</u>			
Electricity	\$ 200.00	\$ 600.00	\$ 2,400.00
Water/Sewer	600.00	1,800.00	7,200.00
Cable	600.00	1,800.00	7,200.00
Sanitation	500.00	1,500.00	6,000.00
Pest Control	350.00	1,050.00	4,200.00
 <u>Operating Capital</u>			
	\$ 0.00	\$ 0.00	\$ 0.00
 <u>Fees Payable to Division of Florida Land Sales, Condominiums and Mobile Homes</u>			
	\$ 6.00	\$ 18.00	\$ 72.00

Total Without Reserves \$ 4,905.83 \$ 14,717.49 \$ 58,869.96

Reserves

Building Painting	\$ 100.00	\$ 300.00	\$ 1,200.00
Resurfacing Pavement	0.00	0.00	0.00
Roof	150.00	450.00	1,800.00
Pool	100.00	300.00	1,200.00
Fire Sprinkler	50.00	150.00	600.00
Elevator	180.00	540.00	2,160.00

Total With Reserves \$ 5,485.83 \$ 16,457.49 \$ 65,829.96

Assessments Per Apartment Without Reserves

2 Bedroom/2 Bath Unit containing 1,279 square feet	\$ 255.30	\$ 765.90	\$ 3,063.62
2 Bedroom/2 Bath Unit containing 1,083 square feet	224.98	674.95	2,699.79
3 Bedroom/2 Bath Unit containing 1,831 square feet	337.35	1,012.06	4,048.25

Assessments Per Apartment With Reserves

2 Bedroom/2 Bath Unit containing 1,279 square feet	\$ 285.48	\$ 856.45	\$ 3,425.82
2 Bedroom/2 Bath Unit containing 1,083 square feet	251.58	754.75	3,018.98
3 Bedroom/2 Bath Unit containing 1,831 square feet	377.24	1,131.71	4,526.86

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NOTES:

1. Chapter 718, Florida Statutes (the "Condominium Act") and regulations promulgated pursuant thereto (the "Regulations") allow reserves to be waived or reduced in certain circumstances. Generally, reserves are not required in budgets in which members of an association by majority vote of members attending a duly called meeting of the association, determine for a fiscal year to provide no reserves or reserves less adequate than those set forth above; provided that, such reserves cannot be waived or reduced prior to the mailing to unit owners of a proposed annual budget which includes such reserves. More specific information is available by reference to the Condominium Act and the Regulations.

2. Unless waived or reduced pursuant to the Condominium Act and the Regulations, reserves are required for roof replacement, building painting, pavement resurfacing and all other capital expenditures and deferred maintenance. The estimated life, the estimated replacement cost, the estimated

remaining useful life for each item for which reserves are maintained and the current balance in each such reserve account are as follows:

Reserves in Surfside Condominiums

	<u>Estimated Life</u>	<u>Estimated Replacement Cost</u>	<u>Estimated Remaining Useful Life</u>	<u>Current Balance</u>
Building Painting	10 years	\$ 12,000.00	10 years	-0-
Roof	20 years	\$ 36,000.00	20 years	-0-
Pool	25 years	\$ 30,000.00	25 years	-0-
Fire Sprinkler	40 years	\$ 24,000.00	40 years	-0-
Elevator	30 years	\$ 64,800.00	30 years	-0-

3. This budget does not include items of expense that are personal to unit owners or which are not uniformly incurred by all unit owners or which are not provided for nor contemplated by the condominium documents, including but not limited to, private telephone costs, cost of maintenance of the interior of the condominium units to the extent that such maintenance is not the obligation of the condominium or Association, the cost of maid or janitorial services privately contracted for by the unit owners, cost of utility bills billed directly to each unit owner for utility service or supplied to his unit, including insurance premiums other than those incurred in respect of policies obtained by the condominium or Association and applicable to the condominium or Association property in general, debt servicing upon any mortgage encumbering the individual unit but not encumbering the condominium or Association property as a whole, real estate taxes assessed directly to a condominium unit, and like personal expenses of the unit owner.

4. While the budget reflects the estimated monthly, quarterly and annual expenses of the Association and the unit owners, the By-Laws of the Association provide that the assessments will be determined annually in advance and will be due and payable in not less than monthly installments on the first day of each month of the year for which the assessments are made. (See Paragraph 9.3 of the By-Laws of the Association.) In the event of quarterly assessments, the assessment for each unit with reserves shall be as follows:

2 Bedroom/2 Bath Unit containing 1,279 square feet	-	\$ 856.45
2 Bedroom/2 Bath Unit containing 1,083 square feet	-	\$ 754.75
3 Bedroom/2 Bath Unit containing 1,831 square feet	-	\$ 1,131.71

and without reserves shall be as follows:

2 Bedroom/2 Bath Unit containing 1,279 square feet	-	\$ 765.90
2 Bedroom/2 Bath Unit containing 1,083 square feet	-	\$ 674.95
3 Bedroom/2 Bath Unit containing 1,831 square feet	-	\$ 1,012.06

5. This budget shall take effect upon the recording of the Declaration of Condominium and shall end on the last day of the fiscal year of the Association for the year in which the Declaration was recorded.