

**DECLARATION OF CONDOMINIUM**  
**FOR**  
**701 SOUTH PALAFOX, A CONDOMINIUM**

Prepared by:  
Stephen R. Moorhead, Esquire  
McDonald Fleming Moorhead  
25 West Government Street  
Pensacola, FL 32502  
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**FOR**  
**701 SOUTH PALAFOX, A CONDOMINIUM**

701 Palafox, L.L.C., a Florida limited liability company (the “Developer”), hereby makes this Declaration of Condominium (the “Declaration”):

**1. SUBMISSION TO CONDOMINIUM**

The Developer hereby submits the fee simple title to the lands located in the City of Pensacola, Escambia County, Florida, and described in attached Exhibit A, as well as all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, located on and intended for use in connection therewith, to the condominium form of ownership and use in the manner provided in Chapter 718, Florida Statutes (the “Act;” all specific references to the Act shall contain the section number preceded by “FS”) as amended from time to time.

**2. NAME OF PLAN OF DEVELOPMENT**

The Developer has constructed a total of nine (9) single family residential units and associated improvements designated “701 South Palafox, a Condominium” (the “Condominium”). The estimated date of completion of the Units (as defined below) is on or before December 31, 2016 and are to be constructed as shown within the site plan/survey attached as Exhibit E.

**3. NAME OF ASSOCIATION**

The name of the condominium association for the Condominium is “701 South Palafox Condominium Association, Inc., a Florida not-for-profit corporation.”

**4. DEFINITIONS**

This section sets forth definitions of certain terms used in this Declaration. Other terms may be defined when initially used. Defined terms will be capitalized in the Declaration. The terms used herein will have the meanings stated in the Act and as follows, unless the context otherwise requires:

**4.1. Articles of Incorporation.** The Articles of Incorporation of the Association (defined below), as amended, and as filed with the office of the Florida Secretary of State and attached as Exhibit B.

**4.2. Assessment.** The share of the funds required for the payment of Common Expenses (as defined below) that is assessed against a Unit Owner (as defined below) from time to time.

**4.3. Association.** 701 South Palafox Condominium Association, Inc., a Florida not-for-profit corporation, and its successors, the entity responsible for the operation of the Condominium.

**4.4. Association Property.** All real or personal property owned or leased by the Association.

**4.5. Balcony.** Those balcony areas situated as an easterly extension of the main structure. The balconies are Limited Common Elements (as defined below).

**4.6. Board.** The Board of Directors of the Association, which is responsible for the administration of the Association.

**4.7. Bylaws.** The bylaws of the Association as they are amended from time to time and attached as Exhibit C.

**4.8. Charge or Special Charge.** The obligation of a Unit Owner (as defined below) to pay or reimburse money to the Association that cannot be secured as an Assessment pursuant to FS 718.116, but which will, if the charge is not paid, give rise to a cause of action against the Unit Owner pursuant to the Declaration.

**4.9. Common Elements.** The portions of the property submitted to condominium ownership and not included in the Units (as defined below), including:

- (a) land;
- (b) all parts of improvements that are not included within the Units;
- (c) easements; and
- (d) installations for the furnishing of services to more than one Unit or to the Common Elements, such as air conditioning, electricity, water, sewer and cable television.

**4.10. Common Expenses.** All expenses and Assessments properly incurred by the Association for the Condominium and such expenses as may be declared to be Common Expenses by this Declaration.

**4.11. Common Parking Area.** The area on the site plan designated as Common Parking Area. The parking spaces in the Common Parking Area will be undesignated and used on a first-come/first-served basis in accordance with or unless otherwise provided in the Rules and Regulations (as defined below).

**4.12. Common Surplus.** The excess of all receipts of the Association above Common Expenses.

**4.13. Condominium Documents.** This Declaration and the attached exhibits setting forth the nature of the property rights in the Condominium, and the covenants running with the land that govern these rights. All of the other Condominium Documents will be subject to the provisions of this Declaration. In the event of a conflict among the Condominium Documents, the order of priority of the documents will be as follows: (1) Declaration; (2) Articles of Incorporation; (3) Bylaws; and (4) Rules and Regulations.

**4.14. Condominium Parcel.** A Unit together with the undivided share in the Common Elements that is appurtenant to the Unit.

**4.15. Condominium Plot Plan.** The drawing of the layout of the development, showing the location of each Unit, the Common Elements, Limited Common Elements (as defined below) and any other amenities that may be located on the Condominium Property (as defined below).

**4.16. Condominium Property.** The real and personal property, both tangible and intangible, subject to Condominium ownership, whether or not contiguous, including all improvements thereon and all easements and rights appurtenant thereto. Notwithstanding anything herein to the contrary, the bulkhead/seawall is Condominium Property and the dockage/marina property abutting the Condominium Parcel is not Condominium Property. The limits of the Condominium Parcel are as set forth on the Survey (as defined below) and Condominium Plot Plan.

**4.17. Developer.** 701 Palafox, L.L.C., a Florida limited liability company (the company that has established this Condominium), and its successors and/or assigns.

**4.18. Division.** The Division of Florida Condominiums, Timeshares, and Mobile Homes as established by the Florida Department of Business & Professional Regulation.

**4.19. Exhibits:**

- (a) legal description of the Condominium Property;
- (b) Articles of Incorporation;
- (c) Bylaws;
- (d) Condominium Construction Plans;

- (e) Site Plan/Survey;
- (f) graphic description of Units;
- (g) Rules and Regulations; and
- (h) Voting Interest

**4.20. Family.** One natural Person (as defined below) or a group of two (2) or more natural Persons, each of whom is related to each of the others by blood, marriage, or adoption (exclusive of household servants); or not more than two (2) adult Persons not so related, and the children of either or both of them, who reside together as a single not-for-profit housekeeping unit.

**4.21. Guest.** Any Person who is physically present in or occupies a Unit on a temporary basis at the invitation of the Unit Owner without the payment of consideration.

**4.22. Institutional First Mortgagee.** The mortgagee or its assignee of a first mortgage on a Condominium Parcel. The mortgagee may be a bank, a savings and loan association, a mortgage banker, a life insurance company, a real estate or mortgage investment trust, a pension or profit sharing trust, the Federal Housing Administration, the Department of Veterans Affairs, any agency of the United States of America, or the Developer. The term also refers to any holder of a first mortgage against a Condominium Parcel which mortgage is guaranteed or insured, as evidenced by a recorded instrument, by the Federal Housing Administration, the Department of Veterans Affairs, any agency of the United States of America, or any other public or private corporation engaged in the business of guaranteeing or insuring residential first mortgage loans, and their successors and assigns.

**4.23. Lease.** The grant by a Unit Owner of a temporary right of use of a Unit Owner's Unit for a valuable consideration.

**4.24. Limited Common Elements.** Those portions of the Common Elements that are reserved for the use of a certain Unit or Units to the exclusion of the other Units.

**4.25. Marina.** The submerged land lying immediately west of the Condominium Property together with the improvements situated thereon.

**4.26. Marina Owner.** The owner of the Marina.

**4.27. Member.** Each Unit Owner's relationship with the Association.

**4.28. Occupy.** The act of being physically present in a Unit on two (2) or more consecutive days, including staying overnight.

**4.29. Occupant.** A Person who occupies a Unit.

**4.30. Operation.** The administration and management of the Condominium Property.

**4.31. Patio.** The open area designated as Patio on Exhibit E situated on the westerly end of the Condominium building, except in the case of the Penthouse Unit, which has a more expansive Patio. The Patio areas are part of the Unit to which they are attached.

**4.32. Penthouse.** The top floor Unit as depicted on the graphic design attached on Exhibit F.

**4.33. Person.** An individual, corporation, trust, or other legal entity capable of holding title to real property.

**4.34. Private Garage.** There is one Private Garage depicted on the site plan attached as Exhibit E. The Private Garage is a Limited Common Element appurtenant to the Penthouse Unit. The Private Garage is bounded as follows:

i) the volumes of space enclosed by the unfinished inner surfaces of perimeter walls, floors, and ceilings of such garage area, including vents, interior doors, windows, and such other structural elements as are ordinarily considered to be enclosures of space;

ii) all dividing walls and partitions (including the space occupied by such interior walls and partitions) located within such garage area, excepting load-bearing interior walls and partitions; and

iii) the undecorated inner surfaces of the perimeter and interior walls (including undecorated inner surfaces of all interior load-bearing walls), ceilings, and floors consisting of wallpaper, drywall, paint, plaster, carpeting, tiles, and all other finishing materials affixed or installed as part of the physical structure of the Private Garage area.

**4.35. Public Records.** The public records of Escambia County, Florida.

**4.36. Rules and Regulations.** The rules and regulations attached as Exhibit G as amended from time to time.

**4.37. Survey.** The survey attached as Exhibit E.

**4.38. Tenant.** The lessee under a Lease.

**4.39 Terrace.** The Terrace is depicted on the site plan attached as Exhibit E. It is bounded by the perimeter of the roof area of the portion of the Condominium Property that is known as the Private Garage, together with the air space lying above the floor of the Terrace, and is a Limited Common Element appurtenant to Unit 2-A.

**4.40. Unit.** The part of the Condominium Property that is subject to exclusive ownership as described in the Declaration. Units are further defined in section 5, below, and depicted in Exhibit D.

4.41. **Unit Number.** The letter, number, or combination thereof that is designated on the Condominium Plot Plan and used as the identification of a Unit.

4.42. **Unit Owner.** The owner of record legal title to a Condominium Parcel.

4.43. **Very Substantial Damage.** Loss or damage whereby one-half or more of the total Units are rendered uninhabitable.

4.44. **Voting Interest.** The Voting Rights (as defined below) provided to the Association Members pursuant to FS 718.104(4)(j). Each Unit shall have a vote in all matters equal to the percentage interest of such Unit Owner in proportion to all other Unit Owners as conclusively set forth in the attached Exhibit H.

4.45. **Voting Rights.** The right of each Unit Owner to vote in all Association matters which right shall be appurtenant to the Unit Owner's ownership of a Unit.

## 5. **CONDOMINIUM UNITS, BOUNDARIES, AND APPURTENANCES**

Each Unit and its appurtenances constitute a separate parcel of real property that may be owned in fee simple. The Unit may be conveyed, transferred, and encumbered like any other parcel of real property, independently of all other parts of the Condominium Property, subject only to the provisions of the Condominium Documents and applicable laws.

5.1. **Boundaries.** Each Unit will have boundaries, as defined below. The boundaries may exist now or may be created by construction, settlement, or movement of the buildings; or by permissible repairs, reconstruction, or alterations.

(a) **Horizontal Boundaries.** The upper and lower boundaries of the Units will be:

i) **Upper Boundary.** The planes of the underside of the unfinished and undecorated ceilings of the Unit extended to meet the perimeter boundaries. The upper boundary of the Penthouse Unit above the Patio shall be an extension of the undecorated ceiling of the remainder of the Unit except that the Penthouse Unit shall not include any part of the roof system, including, without limitation, any gutters, soffit or fascia of the roof system.

ii) **Lower Boundary.** The planes of the upper side of the unfinished and undecorated surface of the floors of the Unit, extended to meet the perimeter boundaries. The lower boundary of the Penthouse Unit shall be the lowest portion of the pool and the pool's support system.

(b) **Perimeter Boundaries.** The perimeter boundaries will be both the unfinished and undecorated interior surfaces of the perimeter walls of the Unit as shown on the Condominium Plot Plan and graphic description of the Units, and the planes of the interior surfaces or the Unit's windows and window frames, doors and doorframes, and other openings



that abut the exterior of the building or Common Elements, including Limited Common Elements, but not including the Patio doors. The Patios, as well as the Patio railings, are a part of the Units adjacent to and designed to be used for such Unit.

**5.2. Exclusive Use.** Each Unit Owner will have the exclusive use of such Unit Owner's Unit.

**5.3. Ownership.** The ownership of each Unit will carry with it, as appropriate, and whether or not separately described, all of the rights, title, and interest of a Unit Owner in the Condominium Property which will include, but not be limited to:

(a) **Ownership Elements and Common Surplus.** An undivided share of ownership of the Common Elements and Common Surplus.

(b) **Limited Common Elements.** Either the exclusive use of the Limited Common Elements or use in common with owners of one or more other designated Units. Such elements include air conditioning compressors and refrigerant lines, generators and electrical lines to the Unit from the generator, and all items set forth in section 6, below, that are exterior to a Unit and are expressly required to be maintained by the Unit Owner. The Private Garage shall be used exclusively by the Penthouse Unit Owner and shall be a Limited Common Element appurtenant to the Penthouse Unit. The Terrace shall be used exclusively by the Unit Owner of Unit 2-A and shall be a Limited Common Element appurtenant to Unit 2-A.

(c) **Association Membership.** Membership in the Association and Voting Rights.

**5.4. Easements.** The following nonexclusive easements are created by and granted from the Developer: (1) to each Unit Owner and their Family, Guests, Tenants, and contractors; (2) to the Association and their employees, agents, and hired contractors; (3) to utility companies and governmental and emergency services, as applicable; and (4) reserved for the Developer, its successors and assigns.

(a) **Easement for Air Space.** An exclusive easement for use of the air space occupied by the Unit, as it exists at any particular time, and as the Unit may be lawfully altered or reconstructed from time to time. The easement will be terminated automatically in any air space that is vacated from time to time. There shall be an easement appurtenant to the Penthouse Unit for the air space above that Patio which is a part of the Penthouse Unit.

(b) **Ingress and Egress.** A non-exclusive easement in favor of each Unit Owner and resident and their Guests and invitees shall exist for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, hallways, elevators, stairs, and other portions of the Common Elements, as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. None of the easements specified in this subparagraph shall be encumbered by any leasehold or lien other

than those on the Condominium Parcels, unless such lien is subordinate to the rights of Unit Owners and the Association with respect to such easements.

(c) **Maintenance, Repair, and Replacement.** Easements through the Units, Common Elements and Limited Common Elements for maintenance, repair, and replacement specifically including, but not limited to, easements necessary for all work approved in accordance with section 6.6, below. The Association has an irrevocable right of access to the Units during reasonable hours when necessary for the purpose of maintenance, repair, and replacement of the Common Elements or of any portion of a Unit to be maintained by the Association under this Declaration or for making emergency repairs that are necessary to prevent damage to the Common Elements or to another Unit or Units. A Unit Owner has a right of access to any adjoining Unit as and if it is reasonably necessary in order to maintain, repair, or replace parts of the owner's Unit. The right of access to a Unit shall be exercised after reasonable notice to the Unit Owners unless notice is not possible or practical under the circumstances, with due respect for the Occupants' rights to privacy and freedom from unreasonable annoyance, and with reasonable precautions to protect the personal property within the Unit. The Association requires and shall retain a passkey to all Units. No Unit Owner shall install or alter any lock that prevents access while the Unit is unoccupied without providing the Association with a key.

(d) **Utilities; Drainage.** Non-exclusive easements are hereby reserved unto the Developer and also granted to the respective utility providers under, through, and over the Condominium Property as may be required from time to time for the construction, use, and maintenance of all utilities (whether public or private), cable television, communications and security systems, and other services that may serve the Condominium or Developer's adjacent property; provided, however, that these easements shall not permanently interfere with the residential use of the Units. A non-exclusive easement is also reserved unto the Developer over across and through the Common Elements for the purpose of providing drainage and for the installation, operation, use, and maintenance of drainage facilities; provided, however, that the Association shall be responsible for the continuous maintenance of the easements and rights-of-way of the drainage system located on the Condominium Property, if required by the local governing authority. A Unit Owner shall do nothing within or outside his or her Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications and security systems, or other service or drainage facilities or the use of these easements.

(e) **Public Services.** Access to the Condominium Property for lawfully performed emergency, regulatory, law enforcement, and other public services.

(f) **Support.** Every portion of a Unit contributing to the support of the Condominium building or an adjacent Unit shall be burdened with an easement of support for the benefit of all other Units and Common Elements.

(g) **Encroachment.** If (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of the improvements; (ii) settling or shifting of the improvements; (iii) any alteration or repair to the

Common Elements made by or with the consent of the Association or Developer, as appropriate; or (iv) any repair or restoration of the improvements (or any portion thereof) of any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements; then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

(h) **Overhangs.** Easements for overhanging troughs or gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over a Unit.

(i) **Air Space of Common Elements.** An exclusive easement for the use of the area and air space occupied by the air conditioning compressor, refrigerant lines, generators (if installed by a Unit Owner), and the equipment and fixtures appurtenant thereto individually owned by the Unit Owner, as the same exist, which exclusive easement shall be terminated automatically in any air space which is permanently vacated by such air conditioning compressor, and the equipment and fixtures appurtenant thereto; provided, however, that the removal of same for repair and/or replacement shall not be construed to be a permanent vacation of the air space which it occupies.

(j) **Construction and Maintenance.** The Developer (including its designees, contractors, successors, and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or any improvements of Units located or to be located thereon, and for repair, replacement, and maintenance purposes or when the Developer, in its sole discretion, determines that it is required or desirable to do so.

(k) **Sales, Marketing, Construction.** For as long as there are any unsold Units, the Developer, its designees, successors, and assigns, shall have the right to use any such Units and parts of the Common Elements for model Units and sales, management and construction offices, to show model Units and the Common Elements to prospective purchasers or Tenants, and to erect on the Condominium Property signs and other promotional material to advertise Units for sale or lease.

(l) **Utilities.** Easements over, under, across, and through Units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility and other services to the Units and the Common Elements.

(m) **Additional Easements.** All easements described or shown on the Condominium Plot Plan or Survey or created under the Act including, without limitation, public utility and drainage easements over the land for drainage and provision of utilities to the Units.

(n) **Development.** Until such time as the Developer completes and sells all of the Units in the Condominium, the Developer reserves the right to prohibit access to any portion of the Common Elements or the Condominium Property or uncompleted Units to any of the Occupants of the Condominium, and to utilize various portions of the Common Elements or the

Units in connection with such construction and development; provided, however, that no such actions by the Developer shall deny a Unit Owner the right of access to their Unit or the Common Elements that provide such access. No Unit Owner, his or her Guests or invitees, shall in any way interfere with or hamper the Developer or its employees, successors, or assigns, in connection with such construction. Thereafter, during such time as the Developer, or its successors or assigns, owns any Units and is carrying on any business in connection therewith, including the selling, renting, or leasing of such Units, the Unit Owners, their Guests, and their invitees, shall in no way interfere with such activities or prevent access to such Units by the Developer or its employees, successors, or assigns.

(o) **Marina.** The Marina Owner has been granted a perpetual nonexclusive easement for ingress and egress and utilities over and across the Condominium Property for the Marina/dockage facilities immediately west of the Condominium Property. These easements are more particularly set forth in an Easement Agreement recorded at Official Records Book 7221, at Page 1101 of the public records of Escambia County, Florida. The Condominium Property shall also be burdened by an easement of support of the seawall/bulkhead. The Association shall maintain the seawall/bulkhead for the purpose of supporting the Condominium building and the Marina improvements.

(p) **Beneficiaries of Easements.** Wherever in this section or elsewhere in this Declaration an easement is granted or reserved to any party, such easement shall also benefit such party's successors, grantees, assigns, agents, employees, licensees, invitees, and Guests. Unless specifically stated otherwise, all easements referred to herein shall be non-exclusive easements.

A Unit Owner shall do nothing within or outside his or her Unit that interferes with or impairs, or may interfere with or impair, the provision of services contemplated or the use of the easements created under this section. The Association and its authorized agents shall have the irrevocable right of access to each Unit during reasonable hours, when necessary, to maintain, repair, or replace those items and areas contemplated herein for which the Association is responsible, and to remove any improvements interfering with or impairing such facilities or easements herein reserved pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

## **6. MAINTENANCE; LIMITATIONS ON ALTERATIONS & IMPROVEMENTS**

The responsibility for protection, maintenance, repair, and replacement of the Condominium Property, and restrictions on its alteration and improvement, shall be as follows:

**6.1. Association Maintenance.** The Association is responsible for the protection, maintenance, repair, and replacement of all Common Elements and Association Property (other than the Limited Common Elements that are required elsewhere herein to be maintained by the Unit Owner). The cost is a Common Expense. The Association's responsibilities include, without limitation:

- (a) electrical wiring up to the circuit breaker panel in each Unit;
- (b) water pipes, up to the individual cut-off valve within the Unit;
- (c) cable television and internet access lines up to the point where the single line to the Unit connects to multiple lines serving one (1) Unit;
- (d) sewer lines, up to the point where they enter the Unit;
- (e) the building sprinkler system, including the sprinkler heads and lines within the boundaries of a Unit;
- (f) the central security system serving the Condominium building, including that portion of the central security system lying within the boundaries of a Unit;
- (g) the conference system serving the entire Condominium building, including that portion of the conference system lying within the boundaries of a Unit;
- (h) all installations, fixtures, and equipment located within one Unit but serving another Unit, or located outside the Unit, for the furnishing of utilities to more than one (1) Unit or the Common Elements;
- (i) the exterior surface of the main entrance doors to each Unit and the Balcony, but not the door leading into the Patio;
- (j) all exterior building walls and all walls that form part of the boundary of the Unit, including painting, waterproofing, and caulking; and
- (k) stormwater drainage system including, but not limited to, retention areas, retention tanks, and pipes, and inlets, which pertain to the stormwater drainage system.

The Association's responsibility does not include interior wall switches or receptacles, exterior wall switches or receptacles in the Patio, plumbing fixtures, or other electrical, plumbing, or mechanical installations located within a Unit and serving only that Unit. All incidental damage caused to a Unit or Limited Common Elements by work performed or ordered to be performed by the Association shall be repaired promptly by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a Common Expense, except the Association shall not be responsible for the damage to any alteration or addition to the Common Elements made by a Unit Owner or his or her predecessor in title or for damage to paint, wallpaper, paneling, flooring, or carpet which, of necessity, must be cut or removed to gain access to work areas located behind it.

**6.2. Unit Owner Maintenance.** Each Unit Owner is responsible, at the Unit Owner's expense, for all maintenance, repairs, and replacements of the owner's Unit and certain Limited Common Elements. Each Unit Owner shall be liable for the expenses of any maintenance, repair, or replacement of Common Elements, other Units, or personal property made necessary by the

owner's act or negligence, or by that of any member of the Unit Owner's Family or the Unit Owner's Guests, employees, agents, or Tenants. Each Unit Owner has a duty to maintain his or her Unit, any Limited Common Element appurtenant to the Unit, and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the Common Elements, or the property of other Unit Owners and Occupants. If any condition, defect, or malfunction resulting from the Unit Owner's failure to perform this duty causes damage to other Units, the Common Elements, Association Property, or property within other Units, the offending Unit Owner shall be liable for the damage. The Board may establish a list of precautionary duties that each Unit Owner is responsible to perform designed to reduce the incidences of accidents that may cause damage to other Units or the Common Elements. Failure by the Unit Owner to perform these duties will create a rebuttable presumption that the Unit Owner was negligent. Neither the Association nor any Unit Owner shall be liable for any damage to the real or personal property, and any improvements or betterments thereof, or any injury to any Person, caused by water intrusion into a Unit from another Unit or the Common Elements resulting from rain leakage, pipe leakage, overflow, or bursting, or other similar source, unless the Association or Unit Owner is guilty of negligence or willful or wanton misconduct. The Unit Owner's responsibilities include, without limitation, the maintenance, repair and replacement of:

- (a) screens, windows(including frames and mounting) and window glass;
- (b) the main entrance door, the Balcony door and the Patio doors of a Unit and their interior surfaces, excluding the portions of the door that are the responsibility of the Association under section 6.1;
- (c) any other doors within or affording access to the Unit;
- (d) the electrical, mechanical, and plumbing lines, pipes, fixtures, switches, valves, drains, and outlets (including connections) located partially or entirely within the Unit and serving only the Unit;
- (e) the circuit breaker panel and all electrical wiring going into the Unit from the panel;
- (f) appliances, water heaters, smoke alarms, and vent fans;
- (g) all air conditioning and heating equipment, thermostats, ducts, and installations serving the Unit exclusively, except as otherwise provided in section 6.3, below;
- (h) carpeting and other floor coverings;
- (i) door and window hardware and locks;
- (j) shower pans;
- (k) the main water supply shut-off valve for the Unit;

(l) other facilities or fixtures that are located or contained entirely within the Unit and serve only that Unit;

(m) all interior partition walls that do not form part of the boundary of the Unit; and

(n) any flooring on the Patio of the Unit.

### **6.3. Other Unit Owner Responsibilities.**

(a) **Balconies.** Where a Limited Common Element consists of a Balcony, the Unit Owner who has the right of exclusive use of the area shall be responsible for the day to day cleaning and care of the walls, floor, and ceiling bounding said area, if any; and all fixed glass and sliding glass doors in portions of the entranceway to said area, if any; and the wiring, electrical outlet(s), and fixture(s) thereon, if any, and the replacement of light bulbs. The Association is responsible for the maintenance, repair, and replacement of all exterior walls of the building and the concrete slabs. The Unit Owner shall be responsible for day to day cleaning and care, but all painting and maintenance of the exterior surfaces and structures of the building, including Patios shall be the responsibility of the Association and shall be a Common Expense.

(b) **Penthouse Unit Owner.** The Penthouse Unit Owner shall be responsible for all aspects of the maintenance, repair and replacement of the pool and hot tub, and all systems related thereto.

(c) **Terrace Owner.** The Unit Owner of Unit 2-A of the Condominium shall be responsible for all aspects of the maintenance, repair and replacement of the Terrace and any and all improvements to the Terrace.

(d) **Flooring.** A Unit Owner who desires to install, or re-install, any hard-surface floor covering (e.g. marble, wood, slate, ceramic tile, parquet) shall also install a sound absorbent underlayment, the design of which shall be subject to the approval of the Association in accordance with the Rules and Regulations as amended from time to time, to substantially reduce the transmission of noise to adjoining Units. Each Unit Owner, by acceptance of a deed or other conveyance of the Unit, hereby acknowledges and agrees that sound and impact noise transmission in a building such as the Condominium is very difficult to control and that noises from adjoining or nearby Units and/or mechanical equipment can be heard in another Unit. THE DEVELOPER DOES NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE LEVEL OF SOUND OR IMPACT NOISE TRANSMISSION BETWEEN AND AMONG UNITS AND THE OTHER PORTIONS OF THE CONDOMINIUM PROPERTY, AND EACH UNIT OWNER HEREBY WAIVES AND EXPRESSLY RELEASES, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW AS OF THE DATE OF THIS DECLARATION, ANY WARRANTY AND CLAIMS FOR LOSS OR DAMAGES RESULTING FROM SOUND OR IMPACT NOISE TRANSMISSION. The structural integrity of Balconies and Patios constructed of steel reinforced concrete is affected adversely by water intrusion and rusting exacerbated by the water retention qualities of indoor-outdoor carpet or river rock, and unglazed ceramic tile and its grout. For this reason, no indoor-outdoor carpet or river rock may be used on Balconies and

Patios, and all tile and its bedding and grout must be of such materials and so applied as to be waterproof. Any flooring installed on the Balconies or Patios of a Unit shall be installed so as to ensure proper drainage.

(e) **Interior Decorating.** Each Unit Owner is responsible for all decorating within the Unit Owner's Unit, including painting, wallpapering, paneling, millwork, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.

(f) **Window Coverings.** The covering and appearance of the windows and doors, whether by draperies, shades, reflective film, or other items, whether installed within or outside of the Unit, visible from the exterior of the Unit, shall be subject to the Rules and Regulations of the Association.

(g) **Modifications and Alterations or Neglect.** If a Unit Owner makes any modifications, installations, or additions to the Unit or the Common Elements or neglects to maintain, repair, and replace as required by this section 6, the Unit Owner, and/or the Unit Owner's successors in title, shall be financially responsible for:

i) insurance, maintenance, repair, and replacement of the modifications, installations, or additions;

ii) the costs of repairing any damage to the Common Elements or other Units resulting from the existence of such modifications, installations, or additions; and

iii) the costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the Condominium Property for which the Association is responsible. Nothing in this section shall be construed to allow any modification, installation or addition to the Common Elements or Limited Common Elements.

(h) **Private Garage Maintenance.** The owner of the Penthouse Unit shall be responsible to maintain, repair, and replace all portions of such Private Garage and:

i) shall be solely responsible for the maintenance, repair, and replacement of the automatic garage door opener which is designed to provide access to and from such Private Garage area, and all equipment and appurtenances related thereto (for purposes of reference herein, the owner shall be the owner of such automatic garage door opener regardless of the fact that such opener is not located within the physical boundaries of the Unit);

ii) the maintenance of all installations and tracks upon which the garage door will rise in order to provide ingress and egress to and from the Private Garage area and all equipment and appurtenances related thereto;

iii) shall be solely responsible for the maintenance, repair, replacement, and reconstruction of the garage door, which responsibility shall include, but shall



not be limited to, the painting and general upkeep of the garage door, and maintenance of all locks contained therein. Only paint of a type and color designated by the Board may be used to paint the exterior of the garage doors; and

iv) shall be solely responsible for the payment of all costs for providing electric service to the Private Garage and shall be solely responsible for the maintenance, repair, replacement, and reconstruction of all installations related thereto.

(h) **Use of Licensed and Insured Contractors.** Whenever a Unit Owner contracts for build-out, maintenance, repair, replacement, alteration, addition, or improvement of any portion of the Unit or Common Elements, whether with or without Association approval, such Unit Owner shall be deemed to have warranted to the Association and its Members that the Unit Owner's contractor(s) are properly licensed and fully insured, and that the Unit Owner will be financially responsible for any resulting damage to Persons or property not paid by the contractor's insurance.

**6.4. Appliance Maintenance Contracts.** If there shall become available to the Association a program of contract maintenance for water heaters serving individual Units, and/or air conditioning compressors and/or air handlers or other appliances, equipment or fixtures serving individual Units, which the Association determines is to the benefit of the Unit Owners to consider, then on agreement by a majority of the Voting Interests of the Condominium, in person or by proxy and voting at a meeting called for the purpose, or on agreement by a majority of the total Voting Interests of the Condominium in writing, the Association may enter into such contractual undertakings. The expenses of such contractual undertakings to the Association shall be Common Expenses. All maintenance, repairs, and replacements not covered by the contracts shall be the responsibility of the Unit Owner.

**6.5. Owner Alteration of Common Elements Restricted.** No Unit Owner may make any alterations, add to, or remove any part of the portions of the Condominium Property that are to be maintained by the Association without the prior written approval of the Board, which approval shall not be unreasonably withheld. The Board has the authority to approve, disapprove, or require modifications to the proposed work. The Board's decision will be final. The Unit Owner must obtain all necessary approvals and permits from applicable governmental or quasi-governmental entities. The Association may require approval from engineers or other professionals as a prerequisite, the cost of which shall be the Unit Owner's expense. The entire expense must be borne by the Unit Owner, including any subsequent maintenance and restoration. No Unit Owner will do any work that would jeopardize the safety or soundness of the building or impair any easements. If approved by the Board, two (2) Units owned by the same Unit Owner that are adjacent, either horizontally or vertically, may be connected by doorways or stairways through Common Element walls or floors.

**6.6. Pest Control.** The Association may supply pest control services for the inside of each Unit, with the cost thereof being part of the Common Expenses. A Unit Owner has the option to decline this service unless the Association determines that service is necessary for the protection of the balance of the Condominium, in which event the Unit Owner thereof either must permit the Association's pest control company to enter the Unit or must employ a licensed

pest control company to enter the owner's Unit on a regular basis to perform pest control services, and must furnish written evidence thereof to the Association. The cost of pest control provided by the Association is a Common Expense, so the election of a Unit Owner not to use the service will not reduce such Unit Owner's Assessments.

**6.7. Disclaimer, Waiver and Release of Claims Regarding Mold and Mildew.**

Mold occurs naturally in almost all indoor environments. Mold spores may also enter the Condominium Unit through open doorways, windows, or a variety of other sources. Each Unit Owner acknowledges that the Condominium is located in a hot, humid climate, which is conducive to the growth of mold and/or mildew. Mold and/or mildew may be present during or after construction in the indoor air and/or on the interior surfaces of the Unit including, but not limited to, wall cavities, windows, and/or on the exterior surfaces of the Unit or any part thereof.

(a) **What the Unit Owner Can Do.** The Unit Owner can take positive steps to reduce and/or eliminate the occurrence of mold growth in and around the Unit and thereby minimize the possibility of adverse effects that may be caused by mold. The following suggestions have been compiled from the recommendations of the U.S. Environmental Protection Agency, the Consumer Product Safety Commission, the American Lung Association, and the National Association of Home Builders, among others, but are not meant to be all-inclusive:

i) before bringing items into the Unit, check for signs of mold. Potted plants (roots and soil), furnishings, stored clothing and bedding material, as well as many other household goods, could contain mold that can spread to other areas of the Unit;

ii) regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth;

iii) keep the humidity in the Unit low. Ventilate kitchens and bathrooms by opening the windows, by using exhaust fans, and/or by running air conditioning equipment to remove excess moisture in the air and to facilitate evaporation of water from wet surfaces;

iv) raise the temperature in areas where moisture condenses on surfaces, and open doors between rooms to increase air circulation in the Unit;

v) have major appliances (e.g., furnaces, heat pumps, central air conditioners, ventilation systems, and humidifiers) inspected, cleaned and serviced regularly by a qualified professional;

vi) clean and dry refrigerator, air-conditioner, and dehumidifier drip pans and filters regularly and be certain that refrigerator and freezer doors seal properly;

vii) inspect for condensation and leaks in and around the Unit on a regular basis. Look for discolorations or wet spots. Take notice of musty odors and any visible signs of mold;

viii) fix leaky plumbing and leaks in the exterior and interior surfaces of the Unit and all other sources of moisture problems immediately;

ix) promptly clean up spills, condensation and other sources of moisture. Thoroughly dry wet surfaces and materials. Promptly replace materials that cannot be thoroughly dried, such as drywall or insulation;

x) do not let water pool or stand. If standing or excessive water is found, remove or seek professional help to remove it;

xi) perform routine visual inspections. Respond promptly on seeing signs of moisture or mold. Thoroughly clean the affected area with a mild solution of bleach after first testing to determine if the affected material or surface is color safe. After cleaning, dry the affected surfaces completely. Porous materials such as fabric, upholstery, or carpet should be discarded. Should the mold growth be severe, qualified trained professionals may be needed to assist in the remediation effort; and

xii) regularly maintain the Unit. For example, regularly caulk the windows, faucets, drains, tubs and showers.

**6.8 Arbitration Agreement.** The Declarant, the Association and all Owners agree that any claim arising from or related to the sale of any Unit or the Common Elements, or to any defect in or to any Unit or any real property on which such Unit is situated, or which is part of the Common Elements, including, without limitation, any claim of breach of contract, negligent or intentional misrepresentation or nondisclosure in the inducement, execution or performance of any contract, including this arbitration agreement, any alleged statutory violation, and any claim of bodily injury, shall be settled by arbitration (the "Arbitration Agreement").

Any dispute concerning the interpretation or enforceability of this Arbitration Agreement, including, without limitation, its revocability or voidability for any cause, the scope of arbitrable issues, and any defense based upon waiver or estoppel, shall be decided by the arbitrator. The decision of the arbitrator shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

This Arbitration Agreement shall inure to the benefit of, and be enforceable by, Declarant's subcontractors, agents, vendors, suppliers, design professionals, insurers and any other person alleged to be liable for any defect in or to any Unit or the Common Elements, and shall be binding upon all family members and tenants of all Owners. Any party shall be entitled to recover reasonable attorney's fees and costs incurred in enforcing this Arbitration Agreement.

The arbitration shall be conducted by the American Arbitration Association, by Construction Arbitration Services, Inc., or by DeMars & Associates, Ltd., pursuant to their applicable arbitration rules to the extent such rules are not consistent with this Arbitration Agreement. The choice of arbitration service shall be that of the claimant. All administrative fees of the arbitration service and fees of the arbitrator shall be borne equally by the parties to the arbitration, subject to the discretion of the arbitrator to reallocate such fees in the interests of

justice.

The parties expressly agree that this Declaration and this Arbitration Agreement involve and concern interstate commerce and are governed by the provisions of the Federal Arbitration Act (9 U.S.C. § 1, et seq.) to the exclusion of any different or inconsistent state or local law, ordinance or judicial rule; and to the extent that any state or local law, ordinance or judicial rule shall be inconsistent with any provision of the rules of the arbitration service under which the arbitration proceeding shall be conducted, the latter rules shall govern the conduct of the proceeding.

No participation by any party in any judicial proceeding involving a matter which is arbitrable under this Arbitration Agreement shall be deemed a waiver of the right of such party to enforce this Arbitration Agreement.

If any provision of this Arbitration Agreement shall be determined by the arbitrator or by any court to be unenforceable or to have been waived, the remaining provisions shall be deemed to be severable therefrom and enforceable according to their terms.

**6.9 Binding upon Successors and Assigns.** The Declarant, the Association and all Owners hereby acknowledge and agree that, by virtue of the recording of this Declaration, the Arbitration Agreement referenced above shall run with the title to the real property subject to this Declaration, and shall be binding on all persons having any right, title or interest in all or any portion of the real property subject to this Declaration, their respective heirs, legal representatives, successors, successors-in-title, and assigns, and shall be for the benefit of the Declarant and all Owners of the property subject to this Declaration, regardless of whether Declarant continues to maintain an ownership interest in any Unit or membership in the Association.

DISCLAIMER AND RELEASE OF CLAIMS. THE DEVELOPER AND/OR THE ASSOCIATION SHALL NOT BE RESPONSIBLE FOR THE PREVENTION OF MOLD AND/OR MILDEW OR ANY DAMAGES INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL OR CONSEQUENTIAL DAMAGES, PROPERTY DAMAGES, PERSONAL INJURY, LOSS OF INCOME, EMOTIONAL DISTRESS, DEATH, LOSS OF USE, LOSS OF INCOME, DIMINUTION OR LOSS OF VALUE OF THE UNIT, ECONOMIC DAMAGES, AND ADVERSE HEALTH EFFECTS RELATING TO, ARISING FROM, OR CAUSED BY MOLD AND/OR MILDEW ACCUMULATION REGARDLESS OF THE CAUSE OF THE MOLD/MILDEW. EACH UNIT OWNER (BY VIRTUE OF HIS OR HER ACCEPTANCE OF TITLE TO HIS OR HER UNIT), AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN ON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY (BY VIRTUE OR ACCEPTING AN INTEREST OR MAKING USE), SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL CLAIMS, OBLIGATIONS, DEMANDS, DAMAGES, CAUSES OF ACTION, LIABILITIES, LOSSES, AND EXPENSES, WHETHER NOW KNOWN OR HEREAFTER KNOWN, FORESEEN OR UNFORESEEN, THAT PURCHASER, OWNER, AND INTEREST HOLDER HAS, OR MAY HAVE IN THE FUTURE, IN LAW OR IN EQUITY ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH

INDOOR AIR QUALITY, MOISTURE, OR THE GROWTH, RELEASE, DISCHARGE, DISPERSAL, OR PRESENCE OF MOLD AND/OR MILDEW OR ANY CHEMICAL OR TOXIN SECRETED THEREFROM.

## **7. COMMON ELEMENTS**

**7.1. Share.** The Common Elements will be owned by the Unit Owners in undivided shares as set forth in Exhibit F. Such undivided shares are stated as percentages or fractions and are based on the total square footage of each Unit in uniform relationship to the total square footage of all of the Units in the Condominium.

**7.2. Use.** Each Unit Owner and the Association will be entitled to use the Common Elements in accordance with the purposes for which the Common Elements are intended; however, no such use may hinder or encroach upon the lawful rights of other Unit Owners.

**7.3. Material Alterations and Additions.** Except for changes made by a Unit Owner with Association approval as provided in section 6.5, above, or by the Board alone for the integrity of the Condominium Property, material alteration of or substantial additions to the Common Elements or to Association Property, including the purchase, acquisition, sale, conveyance, or mortgaging of such property, may be effectuated only by vote of sixty percent (60%) of the total Voting Interests at a meeting called for that purpose. The Board, without any vote of the Unit Owners, is authorized to lease or grant easements or licenses for the use of the Common Elements or Association Property to Unit Owners or other Persons if, in the judgment of the Board, the use will benefit the Members of the Association, even when the lease, easement, or license would result in a material alteration or substantial addition to the Common Elements or Association Property. The Association may charge for the use.

## **8. FISCAL MANAGEMENT**

The fiscal management of the Condominium, including budget, fiscal year, charges, Assessments, and collection of Assessments, shall be as set forth herein and in the Bylaws.

## **9. ADMINISTRATION**

The administration of the Condominium shall be by the Board and its powers and duties shall be as set forth herein and in the Articles of Incorporation and the Bylaws.

## **10. INSURANCE**

To adequately protect the Association and its Members, insurance shall be carried and kept in force at all times in accordance with the following provisions:

**10.1. By the Unit Owner.** Each Unit Owner is expected to carry homeowner's insurance, with endorsements for leakage, seepage, and wind-driven rain, additions and alterations, and loss assessment protection, or recognize that the Unit Owner bears financial responsibility for any damage to the Unit Owner's property, or liability to others, that would otherwise be covered by insurance. Every hazard insurance policy issued to an individual Unit Owner must provide that the coverage afforded by the policy is excess over the amount recoverable under any other policy covering the same property. Each insurance policy issued to an individual Unit Owner providing coverage must be without rights of subrogation against the Association and any policy issued without such a provision shall be deemed in violation of this covenant and such provision shall be null and void. All real or personal property located within the boundaries of the Unit Owner's Unit and Limited Common Elements that is excluded from the coverage to be provided by the Association as set forth in section 10.2, below, must be insured by the individual Unit Owner, including all floor, wall, and ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing that are located within the boundaries of a Unit and serve only one (1) Unit.

**10.2. Association Insurance: Duty and Authority to Obtain.** The Board shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association Property, the Common Elements, and the Condominium Property required to be insured by the Association under FS 718.111(11), and obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the Unit Owners without naming them, and their mortgagees, as their interests may appear. Adequate insurance coverage by the Association shall be for "replacement cost," as determined at least every thirty-six (36) months, and may include reasonable deductibles as determined by the Board. The Association may self-insure against claims against the Association and the Association Property in compliance with FS 624.460–624.488 and 718.111(11)(a)1. A copy of each policy of insurance in effect shall be made available for inspection by Unit Owners at reasonable times.

(a) Every hazard insurance policy issued or renewed to protect the Condominium shall provide primary coverage for:

i) All portions of the Condominium Property as originally installed or replacement of like kind and quality, in accordance with the original plans and specifications;

ii) All alterations or additions made to the Condominium Property or Association Property pursuant to FS 718.113(2);

iii) Anything herein to the contrary notwithstanding, the terms "Condominium Property," "building," "improvements," "insurable improvements," "Common Elements," "Association Property," or any other term found in the Declaration that defines the scope of property insurance that a Condominium Association must obtain, shall exclude all personal property within the Unit or Limited Common Elements, all floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and

countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing that are located within the boundaries of a Unit and serve only one (1) Unit. The foregoing is intended to establish the property insuring responsibilities of the Association and those of the individual Unit Owner and do not serve to broaden or extend the perils of coverage afforded by any insurance contract provided to the individual Unit Owner.

(b) 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. As used in this paragraph, the term “persons who control or disburse funds of the Association” includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the Association. The Association shall bear the cost of bonding.

(c) The Association shall also use its best efforts to obtain and maintain the following insurance coverage:

i) **Liability.** Premises and operations liability for bodily injury and property damage in the limits of protection and with coverage as is determined by the Board, with cross liability endorsement to cover liabilities of the Unit Owners as a group.

ii) **Automobile.** Automobile liability for bodily injury and property damage for all non-owned motor vehicles, in the limits of protection and with coverage as may be determined by the Board.

iii) **Workers’ Compensation.** Workers’ compensation insurance on at least a minimum premium basis.

iv) **Directors, Officers, and Committee Members’ Liability (Errors and Omission).** Errors and omissions liability insurance in the limits of protection and with coverage as may be determined by the Board.

**10.3. Description of Coverage.** A detailed summary of the coverages included in the master policies, and copies of the master policies, shall be available for inspection by Unit Owners or their authorized representatives on request.

**10.4. Waiver of Subrogation.** If available and when applicable, the Board shall endeavor to obtain insurance policies, which provide that the insurer waives its right to subrogation as to any claim against the Association, Unit Owners, or their respective servants, agents, or Guests, except for any claim based on gross negligence evidencing reckless, willful, or wanton disregard for life or property.

**10.5. Insurance Proceeds.** All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit Owners, and their mortgagees as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be

to receive the proceeds as they are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the Unit Owners and their respective mortgagees in the following shares:

(a) **Common Elements.** Proceeds on account of damage to Common Elements shall be held in as many individual shares as there are Units, the shares of each Unit Owner being the same as such Unit Owner's share in the Common Elements.

(b) **Units.** Proceeds on account of damage within the Units shall be held in undivided shares based on the prorated amount of damage within each damaged Unit as a percentage of the total damage within all Units.

(c) **Mortgage.** If a mortgagee endorsement has been issued as to a Unit, the shares of the mortgagee and the Unit Owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages that it may hold against a Unit or Units, except to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings. Except as otherwise expressly provided, no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

**10.6. Distribution of Proceeds.** Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Unit Owners in the following manner:

(a) **Cost of Reconstruction or Repair.** If the damage for which the proceeds are paid is to be reconstructed or repaired by the Association, the proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying costs may, at the Association's discretion: (i) be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being paid jointly to them; or (ii) be held by the Association as a reserve or otherwise.

(b) **Failure to Reconstruct or Repair.** If it is determined in the manner elsewhere provided herein that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them.

**10.7. Association as Agent.** The Association is hereby irrevocably appointed as agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Condominium Property.

**10.8. Deductibles.** The Board shall establish the amount of the deductibles under the insurance policies it obtains on behalf of the Association, and other features, as it deems desirable and in its business judgment in the best interests of the Association. The deductible shall be paid by the Association and the cost shall be a Common Expense.



## 11. RECONSTRUCTION OR REPAIR AFTER AN INSURABLE EVENT

If any part of the Condominium Property is damaged by an insurable event, whether and how it shall be reconstructed or repaired shall be determined as follows:

**11.1. Damage to Units.** Where loss or damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, any Association insurance proceeds on account of the damage, less the deductible, shall be distributed to such contractors, suppliers, and personnel for work done, materials supplied, or services required for reconstruction or repair. Payments shall be in such amounts and at such times as the Unit Owners may direct. The owners of damaged Units shall be responsible for reconstruction and repair and shall bear the cost thereof, if any, in excess of the insurance proceeds.

### 11.2. Damage to Common Elements.

(a) **Less than Very Substantial Damage.** Where loss or damage occurs to the Common Elements, but the loss is less than Very Substantial Damage, it shall be mandatory for the Association to repair, restore, or rebuild the damage caused by the loss, and the following procedures shall apply:

i) **Estimates.** The Board shall promptly obtain reliable and detailed estimates of the cost of reconstruction and repair, and shall negotiate and contract for the work.

ii) **Insurance Insufficient.** If the net proceeds of insurance plus available reserves are insufficient to pay for the cost of reconstruction and repair of the Common Elements, the Association shall promptly, on determination of the deficiency, levy a special Assessment against all Unit Owners. Such special Assessment need not be approved by the Unit Owners. The special Assessment shall be added to the proceeds available for reconstruction and repair of the property.

(b) **Very Substantial Damage.** Should Very Substantial Damage occur, then:

i) **Owners' Meeting.** A meeting of the Association shall be called by the Board to be held within a reasonable time after the casualty. A determination by the Board as to what is a reasonable time shall be conclusive. The purpose of the meeting shall be to determine the wishes of the membership with reference to reconstruction or termination of the Condominium, subject to the following:

A) **Insurance Sufficient.** If the insurance proceeds and reserves available for reconstruction and repair are sufficient to cover the cost thereof, so that no special assessment is required, the Condominium Property shall be reconstructed or repaired unless the then applicable zoning or other regulatory laws will not allow reconstruction of the same number and general type of Units, in which case the Condominium shall be terminated pursuant to section 16.2, below.

**B) Insurance Insufficient.** If the insurance proceeds and reserves available for reconstruction and repair are not sufficient to cover the cost thereof so that a special Assessment will be required, then, unless a majority of the Voting Interests vote in favor of such special Assessment and against termination of the Condominium, it shall be terminated pursuant to section 16.2, below. If a majority of the Voting Interests approve the special Assessment, the Association, through its Board, shall levy such Assessment and shall proceed to negotiate and contract for such reconstruction and repairs. The special Assessment shall be added to the proceeds of insurance and reserves available for reconstruction and repair of the Condominium Property.

**(c) Disputes.** If any dispute shall arise as to whether Very Substantial Damage has occurred, a determination by the Board shall be binding on all Unit Owners.

**11.3. Application of Insurance Proceeds.** It shall be presumed that the first monies disbursed for reconstruction and repair shall be from the insurance proceeds and they shall first be applied to reconstruction of the Common Elements and Association Property and then to the Units; if there is a balance in the funds held by the Association after the payment of all costs of reconstruction and repair, such balance shall be retained by the Association. However, if special Assessments were made pursuant to section 11.2(b)(i)(B), hereof, then all or a part of the remaining money may be, at the Association's discretion: (i) returned to the Unit Owners paying said Assessments pro rata, according to the amount each paid, up to the full amount each paid, and then to the Association; or may, (ii) be held by the Association as a reserve or otherwise.

**11.4. Equitable Relief.** In the event of Very Substantial Damage, and if the Condominium Property is not reconstructed or repaired within a reasonable period of time, any Unit Owner may petition a court for equitable relief, which may include a termination of the Condominium and a partition of the property. For the purposes of this provision, it shall be conclusively presumed that reconstruction or repair has occurred within a reasonable period of time if substantial work is commenced within such time following the damage or destruction as is determined by the Board to be reasonable and the work proceeds without intentional and unwarranted delay to completion.

**11.5. Plans and Specifications.** Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings, or in lieu thereof, according to plans and specifications approved by the Board and by a majority of the Voting Interests.

## **12. USE RESTRICTIONS**

Use and occupancy of the Units is restricted to use as a residence for one (1) Family and their Guests per Unit only. These use restrictions shall not be construed in a manner as to prohibit a Unit Owner from maintaining a personal professional library, keeping personal business or professional records or accounts, or handling personal, business, or professional telephone calls or correspondence or conducting ancillary business activities subject to the terms and conditions listed below in and from owner's Unit. These uses are expressly declared customarily incident to the principal residential use.

**12.1. Parking; Vehicles.** Passenger automobiles, sport/utility vehicles, trucks, vans, and motorcycles (used for personal transportation and not commercially) that do not exceed the size of one (1) parking space may be parked in the areas provided for that purpose. The garage shall only be used by Unit Owners and Occupants. Excepting the Private Garage, garage parking spaces are not assigned and no Unit Owner or Occupants may park more than two (2) vehicles in the garage unless additional spaces have been assigned to the Unit. Commercial vehicles including commercial trucks, campers, motor homes, trailers, boats, and boat trailers are prohibited. "Commercial vehicle" or "truck" as used in this paragraph means any vehicle or truck that displays any signage, tools or equipment that is of a commercial nature, or any vehicle or truck, with or without signage, tools or equipment that is primarily designed to be used for commercial purposes regardless of whether the vehicle is actually used for a commercial purposes. Bicycles will be stored only in bike storage areas, or otherwise as may be designated by the Board. Vehicle maintenance, including car washing, is not permitted on the Condominium Property. All vehicles must be currently licensed and no inoperable or unsightly vehicles may be kept on Condominium Property. The Developer is exempt from this regulation for vehicles engaged in any activity relating to construction, maintenance, or marketing of Units, as are commercial vehicles used by vendors of the Association while engaged in work at the Condominium.

EACH UNIT OWNER ACKNOWLEDGES AND AGREES THAT CERTAIN OF THE PARKING SPACES MAY BE LOCATED BELOW THE FEDERAL FLOOD PLANE AND, ACCORDINGLY, IN THE EVENT OF FLOODING, VEHICLES AND/OR PERSONAL PROPERTY STORED THEREIN ARE SUSCEPTIBLE TO WATER DAMAGE. ADDITIONALLY, INSURANCE RATES, BOTH FOR THE CONDOMINIUM ASSOCIATION IN INSURING THE COMMON ELEMENT PARKING SPACES AND FOR UNIT OWNERS, MAY BE HIGHER THAN IF THE SUBJECT AREAS WERE ABOVE THE FEDERAL FLOOD PLANE. BY ACQUIRING TITLE TO, OR TAKING POSSESSION OF, A UNIT, OR ACCEPTING THE ASSIGNMENT OF A PARKING SPACE, EACH UNIT OWNER, FOR HIMSELF OR HERSELF, HIS OR HER FAMILY MEMBERS AND HIS OR HER LESSEES, GUESTS, AND INVITEES, HEREBY EXPRESSLY ASSUMES ALL RISKS TO VEHICLES AND/OR OTHER PERSONAL PROPERTY AND AGREES TO HOLD DEVELOPER AND THE CONDOMINIUM ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM ANY FLOODING IN THE AREAS CONTAINING PARKING SPACES.

**12.2. Private Garage.** The exclusive right to use the Private Garage is an appurtenance to the Penthouse Unit. The right of exclusive use of Private Garage passes with title to the Penthouse Unit whether or not separately described, and cannot be separated from it.

**12.3 Terrace.** The exclusive right to use the Terrace is an appurtenance to Unit 2-A. The right of exclusive use of the Terrace passes with title to Unit 2-A whether or not separately described, and cannot be separated from it.

**12.4. Pets — Tenants and Guests.** The keeping of pets is a privilege, not a right. Any Unit Owner or other resident who keeps or maintains any pet shall, in exchange for and in consideration of the privilege to keep the pet, indemnify and hold the Association and each Unit

Owner free and harmless from any loss, claim, or liability of any kind or character of whatever nature arising from or related to the keeping or maintaining of such pet in the Condominium. Pets shall only be allowed according to the following restrictions:

(a) customary non-exotic, quiet, and inoffensive household pets (snakes are prohibited) not being kept or raised for commercial purposes will be permitted;

(b) pets must be kept on a leash while within the Common Elements;

(c) messes made by pets must be removed by owners or handlers immediately. The Board may designate any portions of the Condominium Property that will be used to accommodate the reasonable requirements of Unit Owners who keep pets;

(d) pets that are vicious, noisy, or otherwise unpleasant will not be permitted in the Condominium. In the event that a pet has, in the sole and exclusive opinion of the Board, become a nuisance or an unreasonable disturbance, written notice will be given to the Unit Owner or other Person responsible for the pet, and the pet must be removed from the Condominium Property within three (3) days; and

(e) the Board has the authority and discretion to make exceptions to the limitations in this regulation in individual cases and to impose conditions concerning the exceptions to avoid undue hardship.

**12.5. Nuisances Prohibited.** No Person shall engage in any practice, exhibit any behavior or permit any condition to exist that will constitute a nuisance or become a reasonable source of annoyance or disturbance to any Occupant.

**12.6. Emergency Powers.** The Association shall have all emergency powers as provided in FS 718.1265, and said powers shall be exercised by the Board.

**13. LEASE, CONVEYANCE, DISPOSITION.** A Unit Owner, except for sales of the Developer, shall notify the Association of the lease, conveyance or other disposition of a Unit, and shall provide the Association a copy of the conveyancing instrument, and the name, address and telephone number of the Tenant or new Unit Owner. Only monthly and annual rentals are allowed, with a minimum lease of six (6) months.

#### **14. COMPLIANCE AND DEFAULT**

Each Unit Owner, Tenant, and Occupant shall be governed by, and shall comply with, the provisions of the Act as amended from time to time and the Condominium Documents.

**14.1. Remedies.** Failure to comply shall be grounds for relief, which relief may include, but shall not be limited to, an action to recover damages, or injunctive relief, or both. Actions may be maintained by the Association or by any Unit Owner.

**14.2. Costs and Fees.** In any such proceeding, including appeals, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees and paralegal fees, including fees incurred in determining the amount.

**14.3. Owner Inquiries.** When a Unit Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Unit Owner within thirty (30) days of receipt of the inquiry. The Board's response shall either: (a) give a substantive response; (b) notify the inquirer that a legal opinion has been requested; or (c) notify the inquirer that advice has been requested from the Division. If advice has been requested from the Division, the Board shall provide a written substantive response to the inquirer within ten (10) days of receipt of the advice. If a legal opinion is requested, the Board shall provide a written substantive response to the inquirer within sixty (60) days of receipt of the inquiry. The failure to provide a substantive response as set forth above precludes the Association from recovering attorneys' fees and costs in any subsequent litigation, administrative proceedings, or arbitration arising out of the complaint. If unresolved, a dispute, as defined in FS 718.1255(1), must be arbitrated in mandatory nonbinding arbitration proceedings prior to commencement of litigation. The Board may adopt reasonable Rules and Regulations governing the frequency and manner of responding to Unit Owner inquiries, including a limit of one (1) Unit Owner inquiry in any thirty (30) day period.

**14.4. No Waiver of Rights.** The failure of the Association or any Unit Owner to enforce any covenant, restriction, or other provision of the Condominium Documents shall not constitute a waiver of the right to do so thereafter as to subsequent or other instances.

## **15. AMENDMENTS**

Amendments to any of the Condominium Documents shall be in accordance with the following:

**15.1. Requirements.** An amendment may be proposed either by the Board or by thirty percent (30%) of the Voting Interests, and may be considered at any meeting of the Unit Owners, regular or special, of which due notice has been given according to the Bylaws, which notice includes notice of the substance of the proposed amendment. Passage shall be evidenced by a certificate executed in recordable form signed by the president or vice-president of the Association that it has been enacted by the affirmative vote of the required percentage of the Voting Interests (which vote may include later written approval of voters not present) and the separate written joinder of mortgagees, where required, shall include the recording date (identifying the location of the Declaration as originally recorded) and shall become effective when recorded in the Public Records.

**15.2. Corrective Amendment.** Whenever it shall appear that there is a defect, error, or omission in any of the Condominium Documents or in order to comply with applicable laws or requirements of government entities, the amendment may be adopted by the Board alone.

**15.3. Regular Amendments.** Amendments may be enacted by a favorable vote of the Unit Owners holding seventy-five percent (75%) of the total Voting Interests.

**15.4. Developer Amendments.** Until the occurrence of transfer of control of the Board of Directors, as outlined in Section 718.301, Florida Statutes, and except as otherwise provided by law in FS 718.110(2), the Developer specifically reserves the right, without the joinder of any person, to make such amendments to the Declaration and its exhibits, or to the plan of development, as may be required by any lender or governmental authority, or as may be, in Developer's judgment, necessary or desirable. This paragraph shall take precedence over any other provision of the Declaration or its exhibits, or any of the Condominium Documents.

**15.5. Mortgagee Approval.** Amendments having a material adverse effect on the rights or interests of mortgagees must have the approval of the holders of Institutional First Mortgages representing fifty-one percent (51%) of the votes of Units subject to such mortgagees who have requested the Association to notify them on any proposed action specified in this paragraph. Implied approval shall be assumed when such holder fails to respond to any written request for approval within thirty (30) days after the mortgage holder receives proper notice of the proposal, provided the notice was delivered certified or registered mail with a "Return Receipt" requested. In the event that mortgagee consent is provided other than by properly recorded joinder, such consent shall be evidenced by affidavit of the Association and recorded in the Public Records of Escambia County, Florida. Only the following changes shall be considered material:

- (a) any change in the proportion or percentage by which the Unit Owner shares in the Common Expenses and owns the Common Surplus;
- (b) re-allocation of interests or use rights in the Common Elements;
- (c) re-definition of any Unit boundaries;
- (d) convertibility of Units into Common Elements or vice versa; and/or
- (e) expansion or contraction of the Condominium.

**15.6. Developer's Rights.** No amendment to this Declaration or any of the Condominium Documents shall change the rights and privileges of the Developer without the Developer's written approval as long as the Developer holds any Units for sale in the ordinary course of business.

**15.7. Written Agreements.** Any approval of Unit Owners on any matter called for by this Declaration, its exhibits, or any statute to be taken at a meeting of Unit Owners is hereby expressly allowed to be taken instead by written agreement, without a meeting (which agreement may be in counterparts), subject to FS 718.112(2)(d)4 and FS 617.0701.

**15.8 Limitation Upon Amendments.** The Declarant, the Association and all Owners hereby acknowledge and agree that no amendment of this Declaration shall modify, alter

or delete any portion of the Arbitration Agreement in Section 6.8 of this Declaration without the written consent of the Declarant attached to and recorded with such amendment, regardless of whether Declarant continues to maintain an ownership interest in any Unit or membership in the Association.

## **16. TERMINATION**

The termination of the Condominium shall be carried out in accordance with the Act, as it may be amended from time to time, or as follows:

**16.1. By Agreement.** The Condominium may be caused to be terminated at any time by written agreement of the Unit Owners of at least three-fourths (3/4<sup>th</sup>) of the Units, and fifty-one percent (51%) of the holders of Institutional First Mortgages as provided for in section 15.5, above.

**16.2. Without Agreement, on Account of Very Substantial Damage.** If the Condominium suffers Very Substantial Damage to the extent defined above in section 11.2(b), and it is not decided as therein provided that the Condominium will be reconstructed or repaired, the Condominium form of ownership of the property in this Condominium will be terminated.

**16.3. Process of Termination.** Termination of the Condominium occurs when a certificate of termination meeting the requirements of this section is recorded in the Public Records of Escambia County, Florida.

(a) The termination of the Condominium by either of the foregoing methods shall be evidenced by a certificate of termination, executed by the president or vice-president of the Association with the formalities of a deed, and certifying as to the facts effecting the termination. The certificate of termination also shall include the name and address of a Florida financial institution with trust powers or a licensed Florida attorney who is designated by the Association to act as termination trustee, and shall be signed by the trustee indicating willingness to serve in that capacity.

(b) The recording of that certificate of termination automatically divests the Association of title to all Association Property, and divests all Unit Owners of legal title to their respective Condominium Parcels, and vests legal title in the termination trustee named in the certificate of termination, to all real and personal property that was formerly the Condominium Property or Association Property, without need for further conveyance. Beneficial title to the former Condominium Property and Association Property shall be transferred to the former Unit Owners as tenants in common, in the same undivided shares as each Unit Owner previously owned in the Common Elements, without further conveyance. Each lien encumbering a Condominium Parcel shall be automatically transferred to the equitable interest in the former Condominium Property and Association Property attributable to the Unit encumbered by the lien, with the same priority.

**16.4. Winding Up of Association Affairs.** The termination of the Condominium does not, by itself, terminate the Association. The former Unit Owners and their successors and assigns shall continue to be Members of the Association, and the Members of the Board and the officers of the Association shall continue to have the powers granted in this Declaration, and in the Articles of Incorporation and Bylaws, to the extent necessary to, and for the sole purpose of, winding up the affairs of the Association, in accordance with this section.

**16.5. Trustee's Powers and Duties.** The termination trustee shall hold legal title to the former Condominium Property for the benefit of the former Unit Owners and their successors, assigns, heirs, devisees, mortgagees, and other lienholders, as their interests may appear. If the former Unit Owners approve a sale of the property as provided in this paragraph, the termination trustee shall have the power and authority to convey title to the purchaser, and to distribute the proceeds in accordance with the provisions of this paragraph. The termination trustee may charge a reasonable fee for acting in such capacity, and such fee, as well as all costs and expenses incurred by the termination trustee in the performance of its duties, shall be paid by the Association or taken from the proceeds of the sale of the former Condominium Property and Association Property, and shall constitute a lien on the property superior to any other lien. The trustee shall be entitled to indemnification by the Association from any and all liabilities and costs incurred by virtue of acting as termination trustee unless such liabilities are the result of gross negligence or malfeasance. The termination trustee may rely on the written instructions and information provided to it by the officers, directors, and agents of the Association, and shall not be required to inquire beyond such information and instructions.

**16.6. Partition; Sale.** Following termination, the former Condominium Property and Association Property may be partitioned and sold on the application of any Unit Owner. If following a termination at least fifty-five (55%) of the total Voting Interests agree to accept an offer for the sale of the property, the Board shall notify the termination trustee, and the trustee shall complete the transaction. In that event, any action for partition of the property shall be held in abeyance pending the sale, and on the consummation of the sale shall be discontinued by all parties thereto. If the Unit Owners have not authorized a sale of the former Condominium Property and Association Property within one (1) year after the recording of the certificate of termination, the trustee may proceed to sell the property without agreement by the Association or the former Unit Owners. The net proceeds of the sale of any of the property or assets of the Association shall be distributed by the termination trustee to the beneficial owners thereof, as their interests may appear.

**16.7. New Condominium.** The termination of the Condominium does not bar creation of another Condominium, including all or any portion of the Condominium Property.

**16.8. Provisions Survive Termination.** The provisions of this section 16 are covenants running with the land, and shall survive the termination of the Condominium until all matters covered by such provisions have been completed. The Board shall continue to function in accordance with the Bylaws and Articles of Incorporation, and shall have the power to levy Assessments to pay the costs and expenses of the termination trustee and of maintaining the property until it is sold. The costs of termination, the fees and expenses of the termination trustee, as well as post-termination costs of maintaining the former Condominium Property, are



Common Expenses, the payment of which shall be secured by a lien on the beneficial interest owned by each former Unit Owner, which to the maximum extent permitted by law, shall be superior to, and take priority over, all other liens.

## **17. RIGHTS OF MORTGAGEES**

**17.1. Partial Excusal from Prior Assessments.** A first mortgagee who acquires title to a Unit by purchase at a foreclosure sale or by deed in lieu of foreclosure is liable for the unpaid Assessments that became due prior to the mortgagee's receipt of the deed, but in no event shall the mortgagee be liable for more than twelve (12) months of the Unit's unpaid Common Expenses or Assessments accrued before the acquisition of the title to the Unit by the mortgagee or one percent (1%) of the original mortgage debt, whichever amount is less. This provision shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action. This paragraph shall be deemed amended so as to remain in conformity with the provisions of FS 718.116 as it is amended from time to time.

**17.2. Rights to Information.** On receipt by the Association from any Institutional First Mortgagee of a copy of the mortgage held by such Institutional First Mortgagee on a Unit, together with a written request from such Institutional First Mortgagee specifying the address to which the following items are to be sent, the Association shall timely send to such mortgagee, insurer, or guarantor the following, for which the Association may charge a reasonable fee:

(a) **Financial Statements.** A copy of a financial statement of the Association for the immediately preceding fiscal year; and

(b) **Insurance Cancellation.** Written notice of the cancellation or termination by the Association of any policies of insurance covering the Condominium Property or Association Property or any improvements thereon, or any fidelity bonds of the Association except when the reason for the termination or cancellation of the insurance policy or bond is to change insurance companies or because the policy or bond is not needed or is not available; and

(c) **Damage to Condominium.** Written notice of any damage or destruction to the improvements located on the Common Elements or Association Property that affects a material portion of the Common Elements or Association Property or the Unit securing its mortgage; and

(d) **Eminent Domain.** Written notice of a condemnation or eminent domain proceeding affecting a material portion of the Condominium Property or the Unit securing its mortgage; and

(e) **Delinquent Assessments.** Written notice of failure by the Unit Owner of a Unit encumbered by a first mortgage held by an Institutional First Mortgagee to pay any Assessments when such failure or delinquency has continued for a period of sixty (60) days or longer; and

(f) **Failure to Notify.** The failure of the Association to send any such notice to any such Institutional First Mortgagee shall have no effect on any meeting, action, or thing that was to have been the subject of such notice nor affect the validity thereof and shall not be the basis for liability on the part of the Association.

## **18. ENFORCEMENT OF ASSESSMENT LIENS**

Liens for Assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property and the Association also may bring an action to recover a money judgment. After a judgment of foreclosure has been entered, the Unit Owner during occupancy, if so ordered by the Court, shall be required to pay a reasonable rental. If the Unit is rented or leased during the pendency of a foreclosure action, the Association shall be entitled to the appointment of a receiver to collect the rent. The Association shall have all the powers provided in FS 718.116 and shall be entitled to collect interest at the highest lawful rate (currently 18% per annum) on unpaid Assessments and reasonable attorneys' fees, including appeals, and costs incident to the collection of such Assessment or enforcement of such lien, with or without suit.

**18.1. Creation and Enforcement of Charges.** The Association shall have a cause of action against Unit Owners to secure payment to the Association by Unit Owners of all charges, costs, and expenses to the Association that cannot be secured as Assessments, regular or special, under FS 718.116. The charge shall be secured by a claim of lien in the same manner as unpaid assessments, shall bear interest at the highest lawful rate, and shall carry with it costs and attorneys' fees, including appeals, incurred in collection.

## **19. COMMON EXPENSES AND COMMON SURPLUS**

Each Unit's share shall be that share of the whole set forth in section 7.1, above.

## **20. CONDEMNATION**

**20.1. Deposit of Awards with Association.** The taking of all or any part of the Condominium Property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association; and if any fail to do so, a special charge shall be made against a defaulting Unit Owner in the amount of the award, or the amount of that award shall be set off against any sums payable to that Unit Owner.

**20.2. Determination Whether to Continue Condominium.** Whether the Condominium will be continued after condemnation will be determined in the manner provided in section 11, above, for determining whether damaged property will be reconstructed and repaired after a casualty.

**20.3. Disbursement of Funds.** If the Condominium is terminated after condemnation, the proceeds of all awards and special Assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the Unit Owners of condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special charges shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

**20.4. Association as Agent.** The Association is hereby irrevocably appointed as each Unit Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation for the taking.

**20.5. Units Reduced but Tenantable.** If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenantable, the awards for the taking of a portion of that Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

(a) **Restoration of Unit.** The Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the respective Unit Owner;

(b) **Distribution of Surplus.** The balance of the award, if any, shall be distributed to the respective Unit Owner and to each mortgagee of the Unit, the remittance being made payable jointly to the Unit Owner and mortgagees.

**20.6. Unit Made Untenantable.** If the taking is of any entire Unit or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

(a) **Payment of Award.** The fair market value of the Unit immediately prior to the taking, as determined by agreement between the Unit Owner and the Association or by arbitration in accordance with paragraph 20.6(d), shall be paid to the Unit Owner and to each mortgagee of the Unit, the remittance being made payable jointly to the Unit Owner and the mortgagee(s);

(b) **Addition to Common Elements.** If possible and practical, the remaining portion of the Unit shall become a part of the Common Elements and shall be placed in a condition for use by all Unit Owners in the manner approved by the Board;

(c) **Adjustment of Shares in Common Elements.** The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by restating the shares of continuing Unit Owners in the

Common Elements as percentages of the total remaining square footage of Units calculated as provided in section 7.1 of this Declaration; and

(d) **Arbitration.** If the fair market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The Unit Owner, the first mortgagee, if any, and the Association shall each appoint one M.A.I. appraiser, who shall appraise the Unit and shall determine the fair market value by computing the arithmetic average of their appraisals of the Unit. A judgment of specific performance on the value arrived at by the appraisers may be entered in any court of competent jurisdiction. The cost of appraisals shall be paid by the party selecting the appraiser.

**20.7. Taking of Common Elements.** Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board. The balance of such awards, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation. If a Unit is mortgaged, the remittance shall be paid jointly to the Unit Owner and mortgagee of the Unit.

**20.8. Amendment of Declaration.** Changes in the Units, in the Common Elements, and in the ownership of the Common Elements that are necessitated by condemnation shall be evidenced by an amendment of the Declaration as ordered by a court or approved by a majority of Voting Interests without the consent of any mortgagee being required for any such amendment.

## **21. DEVELOPER'S UNITS AND PRIVILEGES**

The Developer, at the time of filing of this Declaration, is the owner of a fee simple interest in all of the real property, individual Units and appurtenances comprising this Condominium. Therefore, the Developer, until all of the Units have been sold and closed, shall be irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent Units to any person approved by the Developer. Said Developer shall have the right to transact upon the Condominium Property any business necessary to consummate the sale of Units, including, but not limited to, the right to maintain models, have signs, staff employees, maintain offices, use the Common Elements and show Units. Any sales office, signs, fixtures or furnishing or other tangible personal property belonging to the Developer shall not be considered Common Elements and shall remain the property of the Developer.

As long as the Developer holds any Unit for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

**21.1.** Assessment of the Developer as a Unit Owner for capital improvements.

**21.2.** Any action by the Association that would be detrimental to the sale of Units or the completion of the project by the Developer, including such use of unsold Units and Common

Elements and Association Property as may facilitate completion, sale, maintenance of a sales office, showing of the property, and display of signs.

**22. FUTURE DEVELOPMENT EASEMENTS**

The Developer, for itself and its successors and assigns, reserves easements over the Condominium Property as necessary to complete future development, if any, including construction access and utilities.

**23. DISCLAIMER OF LIABILITY OF ASSOCIATION.**  
**NOTWITHSTANDING ANYTHING CONTAINED HEREIN, IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES AND REGULATIONS OF THE ASSOCIATION, OR ANY OTHER DOCUMENT GOVERNING, BINDING ON, OR ADMINISTERED BY THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY, OR WELFARE OF ANY OWNER, OCCUPANT, OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS, OR SUBCONTRACTORS, OR FOR ANY PROPERTY, OR ANY PERSONS, WITHOUT LIMITING THE FOREGOING:**

**23.1. IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF, THAT ARE ENFORCEABLE BY THE ASSOCIATION AND THAT GOVERN OR REGULATE THE USES OF THE PROPERTIES, HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES AND THE VALUE THEREOF;**

**23.2. THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY THAT ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, ESCAMBIA COUNTY, AND ANY OTHER JURISDICTION, OR THE PREVENTION OF TORTIOUS ACTIVITIES;**

**23.3. ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS THAT RELATE TO HEALTH, SAFETY AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR THAT REASON;**

**23.4. EACH UNIT OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN ON ANY PORTION OF THE PROPERTIES SHALL BE BOUND BY THESE DISCLAIMERS AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION, ARISING FROM OR IN CONNECTION WITH, ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED HEREIN; AND**

**23.5. AS USED HEREIN, "ASSOCIATION" SHALL INCLUDE WITH ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES AND ATTORNEYS), SUBCONTRACTORS, SUCCESSORS, AND ASSIGNS.**

**24. SINGULAR, PLURAL, GENDER**

Whenever the context permits, use of the plural includes the singular, use of the singular includes the plural, and use of any gender includes all genders.

**25. SEVERABILITY AND NONWAIVER**

If any provision of this Declaration or its exhibits as now constituted or as later amended or any paragraph, sentence, clause, phrase, or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder and of the application of any such provision, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby. The failure of the Association in any instance to enforce any covenant or provision of this Declaration or any of the Condominium Documents shall not constitute a waiver of its right to do so thereafter in other instances.

**26. NOTICE; DISCLAIMER OF RIPARIAN RIGHTS**

**NOTWITHSTANDING ANYTHING CONTAINED HEREIN, IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES AND REGULATIONS OF THE ASSOCIATION, OR ANY OTHER DOCUMENT GOVERNING, BINDING ON, OR ADMINISTERED BY THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), EACH UNIT OWNER, BY ACCEPTANCE OF A DEED, HEREBY ACKNOWLEDGES THE CONDOMINIUM PROPERTY DOES NOT INCLUDE RIPARIAN RIGHTS, THE DEVELOPER AND/OR HIS SUCCESSORS OR ASSIGNS HAVE THE RIGHT TO CONSTRUCT A PIER AND BOAT SLIPS ON THE ADJACENT SUBMERGED PROPERTY LYING WEST OF THE CONDOMINIUM PROPERTY AND THE UNIT OWNERS SHALL HAVE NO RIGHT OF ACCESS TO OR USE OF THE PIER AND BOAT SLIPS. TO THE GREATEST EXTENT ALLOWED BY LAW, THE UNIT OWNERS DISCLAIM THEIR RIPARIAN RIGHTS IN FAVOR**

**OF THE OWNER OF THE SUBMERGED LAND WHETHER THAT BE THE DEVELOPER OR ITS SUCCESSORS OR ASSIGNS.**

THIS DECLARATION OF CONDOMINIUM and exhibits hereto made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witnesses:

701 PALAFOX, L.L.C., a Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of 701 Palafox, L.L.C., a Florida limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Personally Known  
OR  
\_\_\_\_\_  
Produced Identification  
Type of Identification Produced \_\_\_\_\_

**JOINDER OF MORTGAGEE**

ServisFirst Bank Inc., an Alabama corporation, the owner and holder of a mortgage encumbering the property known as 701 South Palafox, a condominium, as described in the foregoing Declaration, hereby consents to and joins in the Declaration of Condominium for 701 South Palafox, a condominium.

Nothing contained herein shall be deemed to or in any way limit or effect the mortgages held by ServisFirst Bank over the priority of the lien created thereby and the sole purpose of this Joinder is to acknowledge the consent of said mortgagee to the Declaration.

Signed, sealed and delivered in our presence as witnesses:

SERVISFIRST BANK INC., an Alabama corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of ServisFirst Bank Inc., an Alabama corporation.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Personally Known  
OR  
\_\_\_\_\_  
Produced Identification  
Type of Identification Produced \_\_\_\_\_



## EXHIBIT A

### Legal Description of the Condominium Property

A portion of Lots 11, 12, 13, 14 and 15, all in Block 35, of the Waterfront Tract in the City of Pensacola, Escambia County, Florida, according to map of said City copyrighted by Thomas C. Watson in 1906, being more particularly described as follows:

Begin at the Northeast corner of Lot 11, Block 35, of the Waterfront Tract in the City of Pensacola, Escambia County, Florida, according to map of said City copyrighted by Thomas C. Watson in 1906, thence proceed South 00 degrees 00 minutes 00 seconds West along the East line of said Block 35, also being the West right-of-way line of South Palafox Street (78.92 foot right-of-way) for a distance of 125.00 feet to the Southeast corner of Lot 15 of said Block 35; thence departing the East line of said Block 35, proceed North 90 degrees 00 minutes 00 seconds West along the South line of said Lot 15 for a distance of 89.00 feet to the outside edge of a proposed bulkhead; thence departing the South line of said Lot 15, proceed North 00 degrees 00 minutes 00 seconds East along said bulkhead for a distance of 24.00 feet; thence proceed North 53 degrees 07 minutes 48 seconds West along said bulkhead for a distance of 5.00 feet; thence proceed North 00 degrees 00 minutes 00 seconds East along said bulkhead for a distance of 98.00 feet to the North line of the aforesaid Lot 11; thence proceed North 90 degrees 00 minutes 00 seconds East along said bulkhead and the Easterly extension thereof, also being the North line of said Lot 11 for a distance of 93.00 feet to the point of beginning.

Lying in and being a portion of Section 46, Township 2 South, Range 30 West, City of Pensacola, Escambia County, Florida.

**EXHIBIT B**

Articles of Incorporation for  
701 South Palafox Condominium Association, Inc.

**ARTICLES OF INCORPORATION  
OF  
701 SOUTH PALAFOX CONDOMINIUM ASSOCIATION, INC.**

ARTICLE I. NAME AND PRINCIPAL PLACE OF BUSINESS

The name of this corporation is 701 SOUTH PALAFOX CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation (the "Association"), and its principal place of business initially will be 850 South Palafox Street, Suite 102, Pensacola, FL 32502.

ARTICLE II. PURPOSE

This corporation is organized as a Florida not for profit corporation under Chapter 617, Florida Statutes, for the purpose of providing an entity pursuant to Section 718.111, Florida Statutes, for the operation of 701 South Palafox, a Condominium, located in the City of Pensacola, Escambia County, Florida and to perform the duties of the Association as defined in the Declaration of Condominium for 701 South Palafox, a Condominium. Further, the Association shall operate and maintain any stormwater management system and any stormwater discharge facility exempted or permitted by the Florida Department of Environmental Protection or other state agency on the property of the Association, and shall have all powers necessary to establish rules and regulations, assess members, and contract for services for the maintenance and operation thereof. In addition, the Association shall maintain any other similar improvements or environmental requirements on the Association's property as may be directed by the State of Florida, Escambia County, City of Pensacola, or other governmental authority from time to time.

ARTICLE III. TERM

The term of the Association shall be the life of the condominium, unless the Association is terminated by the termination of the condominium in accordance with the provisions of the Declaration. Upon any such termination, any stormwater management system or discharge facility for which the Association is responsible shall be maintained by local government units, including the City of Pensacola, Escambia County or any municipal service taxing unit, an active water control district, a drainage district created by special act, a community development district created under Chapter 190, Florida Statutes, a special assessment district created under Chapter 170, Florida Statutes, a state or federal agency, any duly constituted communication, water, sewer, electrical or other public utility, or any entity acceptable to the Department of Environmental Protection or its successor under its rules and regulations.

Stephen R. Moorhead, Esquire  
FL Bar No. 613339  
McDonald Fleming Moorhead  
127 Palafox, Suite 500  
Pensacola, FL 32502  
(850) 202-8522  
(850) 477- 0982 (fax)

#### ARTICLE IV. SUBSCRIBER

The name and address of the subscriber of these Articles of Incorporation is Stephen R. Moorhead, 127 Palafox Place, Suite 500, Pensacola, Florida 32502.

#### ARTICLE V. DIRECTORS

1. The affairs of the Association will be managed by a Board of Directors consisting of the number of directors as shall be determined by the Bylaws, but not less than three directors and in the absence of such determination shall consist of three directors.

2. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies of the Board of Directors shall be filled in the manner provided In the Bylaws.

3. When unit owners other than the Developer own fifteen percent (15%) or more of the units within the condominium, the unit owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association upon the earlier of: (a) three (3) years after sales by the Developer have been closed on fifty percent (50%) of the units within the condominium; (b) within three (3) months after sales have been closed by the Developer on ninety percent (90%) of the units within the condominium; (c) when all of the units within the condominium have been completed, some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business; (d) when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or (e) seven years after recordation of the declaration of condominium. The Developer shall be entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the units within the condominium. Within seventy-five (75) days after the owners other than the Developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call and give not less than sixty (60) days' notice of an election for this purpose. The notice may be given by any owner if the Association fails to do so.

4. The names and addresses of the three members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Director 1:       Ray Russenberger  
                  850 South Palafox St., Suite 102  
                  Pensacola, FL 32502

Director 2: Meredith Wilkinson  
850 South Palafox St., Suite 102  
Pensacola, FL 32502

Director 3: Charles W. Tessier  
Tessier Associates, Inc.  
82 Patton Ave., Suite 700  
Asheville, NC 28801

#### ARTICLE VI. OFFICERS

The affairs of the Association shall be administered by the officers elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, which officers shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President: Ray Russenberger  
850 South Palafox St., Suite 102  
Pensacola, FL 32502

Vice President Meredith Wilkinson  
850 South Palafox St., Suite 102  
Pensacola, FL 32502

Secretary Meredith Wilkinson  
850 South Palafox St., Suite 102  
Pensacola, FL 32502

Treasurer Meredith Wilkinson  
850 South Palafox St., Suite 102  
Pensacola, FL 32502

#### ARTICLE VII. INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable attorney fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

ARTICLE VIII. TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one (1) or more of its Directors or Officers or Declarant, or between the Association and any other corporation, partnership, the Association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board of Directors thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board of Directors which authorized the contract or transaction.

ARTICLE IX. BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE X. AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting.
3. Approval of an amendment must be by not less than 66 2/3% of the votes of the entire membership of the Association.
4. No amendments shall make any changes in the qualifications for membership nor the voting rights of members.
5. A copy of each amendment shall be certified by the Secretary of State and recorded in the Public Records of Escambia County, Florida.

ARTICLE XI. RESIDENT AGENT

The Association has named Stephen R. Moorhead, whose address is 127 Palafox Place, Suite 500, Pensacola, FL 32502, as resident agent to accept service of process within the State.

IN WITNESS WHEREOF, the subscriber has hereunto affixed his signature this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Stephen R. Moorhead

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

Before me the undersigned authority in and for the said State and County personally appeared Stephen R. Moorhead, to me well known to be the person described in and who freely and voluntarily subscribed the foregoing articles of incorporation for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the State and County aforesaid this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

I, Stephen R. Moorhead, hereby accept the appointment as registered agent for 701 SOUTH PALAFOX CONDOMINIUM ASSOCIATION, INC. as set forth in its articles of incorporation being filed simultaneously herewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Stephen R. Moorhead



**EXHIBIT C**

Bylaws for  
701 South Palafox Condominium Association, Inc.

**BYLAWS**  
**OF**  
**701 SOUTH PALAFOX CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE I – IDENTITY**

These are the Bylaws of 701 South Palafox Condominium Association, Inc., a Florida not for profit corporation (the “Association”) and organized for the purpose of administering that certain condominium in Escambia County, Florida known as 701 South Palafox, a Condominium (the “Condominium”).

Section 1. Principal Office. The principal office of the Association shall be at 850 South Palafox Street, Suite 102, Pensacola, FL 32502, or at another place as may be subsequently designated by the Association’s Board of Directors (the “Board”). All books and records of the Association shall be kept in Escambia County, Florida, as may be permitted by the Florida Condominium Act (the “Act”) from time to time.

Section 2. Fiscal Year. The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board.

Section 3. Seal. The seal of the Association shall bear the name of the corporation, the word “Florida,” the words “Not for Profit Corporation,” and the year of incorporation.

**ARTICLE II – DEFINITIONS**

The terms used in these Bylaws shall have the same definitions and meanings as those set forth in that certain Declaration of Condominium recorded in the public records of Escambia County, Florida, and in the Articles of Incorporation of 701 South Palafox Condominium Association, Inc. unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE III – MEMBERS**

Section 1. Annual Meeting. An annual meeting of the Members shall be held at such place (within or without the State of Florida) as the Board or Members may from time to time select, provided that, to the extent possible, there shall be an annual meeting every calendar year, no later than 13 months after the last preceding annual meeting. The purpose of the meeting shall be to elect Directors and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent in advance thereof.

Section 2. Special Meetings. Special Members’ meetings shall be held whenever called by the president and vice president or by a majority of the Board, and must be called by such officers upon receipt of a written request from Members entitled to cast a majority of the votes of the entire membership. The business conducted at a special meeting shall be limited to

that stated in the notice of the meeting. Special meetings may also be called by Unit Owners for purposes of recalling a member of the Board as set forth in Sections 718.112(2)(j) and such special meeting of Unit Owners as set forth in Article IV of these Bylaws.

Section 3. Notice of Meetings. Notice of all Members' meetings stating the time and place and an identification of agenda items, shall be given by the President or Secretary, unless waived in writing. Such notice shall be in writing to each Member at his address as it appears on the books of the Association and shall be mailed not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of specific meetings may be waived before or after meetings, and the attendance of any Member (or person authorized to vote for such Member) shall constitute such Member's waiver of notice of such meeting except when his or her (or the authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called. Adequate notice of Members' meetings shall also be posted in a conspicuous place on the Condominium property at least fourteen (14) continuous days preceding said meeting, except in emergency. Notice of any meeting where assessments against unit owners are to be considered for any reason shall specifically contain the statement that the assessments will be considered and the nature of such assessments.

Section 4. Quorum. A quorum at Members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

Section 5. Voting.

a. Number of Votes. Each owner(s) of each Unit of the Condominium shall have a vote in all matters equal to the percentage interest of such Unit Owner(s) in proportion to all other Unit Owners as conclusively set forth in the Declaration.

b. Majority. If a Unit is owned by one person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the president or vice-president and attested by the secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by any owner of a Unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

Section 6. Proxies. The use of limited and general proxies shall be permitted as set forth by Florida law. Votes may be cast in person or by proxy. Any proxy given shall be effective only for the specific meeting for which originally given and any lawful adjourned meeting thereof. In no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it. A proxy must be filed with the secretary before the appointed time of the meeting or any adjournment of the meeting for that proxy to be valid.

Section 7. Adjourned Meeting. If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

Section 8. Order of Business. The order of business at annual meetings and as far as practical at other Members' meetings shall be:

- (1) Collection of election ballots not yet cast.
- (2) Election of chairman of the meeting.
- (3) Calling of the roll and certifying of proxies.
- (4) Proof of notice of meeting or waiver of notice.
- (5) Reading and disposal of any unapproved minutes.
- (6) Reports of officers.
- (7) Reports of committees.
- (8) Election of directors.
- (9) Unfinished business.
- (10) New business.
- (11) Adjournment.

Section 9. Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

#### ARTICLE IV – DIRECTORS

Section 1. Membership. The affairs of the Association shall be managed by a Board of not less than three directors, the exact number to be determined by the Board from time to time. The Board shall be divided into three classes (Class A, Class B, and Class C), as nearly equal in number as permitted by the then total number of directors constituting the whole Board, with the term of office of one class expiring each year. Within the requirements of law, the terms and number of directors in each class shall be fixed, from time to time, by the Board. The term of office, until otherwise fixed, for all directors elected at each annual meeting shall be three years from the date of their election. At each annual meeting, elections shall be held to elect directors to replace those whose terms have expired. All directors shall continue in office after the expiration of their terms until their successors are elected or appointed and have qualified, except in the event of earlier resignation, removal, or disqualification. A person who

is more than 90 days delinquent in the payment of any monetary obligations due to the Association is not eligible to be a candidate for the Board and may not be listed on the ballot. In addition, any person who has been convicted of any felony in this state or in a United States District or Territorial court, or who has been convicted of any offense in another jurisdiction which would be considered a felony if committed in this state, is not eligible for membership on the Board unless such felon's civil rights have been restored for at least five (5) years as of the date such person seeks election to the Board.

Section 2. Election. Election of directors shall be conducted in the following manner:

a. Election of directors shall be held at the annual Members' meeting; provided, however, that the first election of directors shall not be held until the Developer elects to terminate its control of the Association, or until required by Florida law, whichever occurs first. The directors named in the Articles of Incorporation shall serve until the first election of directors, and vacancies shall be filled by the remaining director(s), and if there are no remaining directors, vacancies shall be filled by the Developer.

b. The election shall be by written ballot or voting machine. Not less than 60 days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each unit owner entitled to vote, a first notice of the date of the election. Any owner or other eligible person may nominate himself or may nominate another owner or eligible person, if he has permission in writing to nominate the other person. Any unit owner desiring to be a candidate for the Board shall give written notice to the secretary of the Association not less than 40 days before a scheduled election. Not less than 30 days before the election meeting, the Association shall then mail or deliver a second notice of the meeting to all unit owners entitled to vote therein, together with a ballot which shall list all candidates.

c. Upon request of a candidate, the Association shall include an information sheet no larger than 8.5 inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board.

Section 3. Vacancies and Removal. Except as to vacancies provided by removal of directors by Members, vacancies in the Board occurring between annual meetings of Members shall be filled by the remaining directors.

a. Any director may be removed by concurrence of a majority of the votes of the entire membership at a special meeting of the Members called for that purpose, in accordance with Section 718.112(2)(j), Florida Statutes. The vacancy in the Board so created shall be filled by the Members of the Association at the same meetings.

b. Provided, however, when unit owners other than the Developer own fifteen percent (15%) or more of the units within the Condominium, the unit owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board: (i) three (3) years after sales by the Developer have been closed on fifty percent (50%) of the units within this Condominium; (ii) within three (3) months after sales have been closed by the Developer on ninety percent (90%) of the units within the Condominium; (iii) when all of the units within the Condominium have been completed, some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business; (iv) when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; (e) when the Developer files a petition seeking protection in bankruptcy; (f) when a receiver for the Developer is appointed by a circuit court and is not discharged within thirty (30) days after such appointment, unless the court determines within thirty (30) days after appointment of the receiver that transfer of control would be detrimental to the Association or its Members; or (g) seven years after recordation of the Declaration of Condominium, whichever of the foregoing events shall first occur. The Developer shall be entitled to elect at least one member of the Board as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the units within the Condominium. Within seventy-five (75) days after the owners other than the Developer are entitled to elect a member or members of the Board, the Association shall call and give not less than sixty (60) days' notice of an election for this purpose. The notice may be given by any owner if the Association fails to do so. Any challenge to the election process must be commenced within sixty (60) days after the election results are announced.

Section 4. Term. The term of each director's service shall extend until the next annual meeting of the Members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

Section 5. Meetings.

a. The organizational meeting of the newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

b. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, at least forty-eight (48) hours prior to the day named for the meeting.

c. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the directors. Not less than forty-eight (48) hours notice of the meeting shall be given personally, or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

Twenty percent (20%) of the voting interests may petition for the Board to take up an item of business at a regular meeting or special meeting of the Board. Such meeting must be held within sixty (60) days of receipt of the petition.

Section 6. Notice of Meetings. All meetings are open to all unit owners. Except in emergencies, notice shall be conspicuously posted at least forty-eight (48) continuous hours prior to the meetings. Any meeting regarding assessments against unit owners shall specifically state said fact on the notice and must be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium property not less than fourteen (14) days prior to the meeting.

Section 7. Waiver of notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

Section 8. Quorum. A quorum at a directors' meeting shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

Section 9. Adjourned Meetings. If at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted.

Section 10. Joinder in a Meeting By Approval of Minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall not constitute the presence of such director for the purpose of determining a quorum.

Section 11. Presiding Officer. The presiding officer of directors' meeting shall be the chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their members to preside.

Section 12. Order of Business. The order of business at directors' meetings shall be:

- (1) Calling of the roll.
- (2) Proof of due notice of meeting.
- (3) Reading and disposal of any unapproved minutes.
- (4) Reports of officers and committees.
- (5) Election of officers.
- (6) Unfinished business.
- (7) New business.
- (8) Adjournment.

Section 13. Powers and duties of the Board. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board, its agents, contractor or employees, subject only to approval by unit owners when such is specifically required.

Section 14. Certification. Within ninety (90) days after being elected or appointed to the Board, each Director shall submit written certification to the Association's Secretary that (i) he or she has read the governing documents of the Association, including, but not limited to, all current rules and policies; (ii) that he or she will work to uphold such documents, rules and policies to the best of his or her ability; and (iii) that he or she will faithfully discharge his or her fiduciary responsibility to the Association and the Members. In lieu of written certification, each Director may complete the curriculum administered by an education provider approved by the Florida Department of Business and Professional Regulation within one (1) year before or ninety (90) days after the date of election of appointment. This certification is valid for the uninterrupted tenure of the Director on the Board, and any Director that does not comply with the requirement shall be suspended from the Board until this requirement is met, with it being the option of the Board to temporarily fill the vacancy of the Director during the period of suspension.

#### ARTICLE V – OFFICERS

Section 1. Officers. The executive officers of the Association shall be a President, a Vice-President, a Treasurer and Secretary (none of whom need be Directors or Unit Owners), all of whom shall be elected annually by the Board and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold one or more offices except that the President shall not also be the Secretary. The Board from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

a. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of a president of an Association, including but not limited to the power to appoint committees from among the Members, from time to time, as he, in his discretion may determine appropriate, to assist in the conduct of the affairs of the corporation.

b. The Vice President in the absence or disability of the president, shall exercise the powers and perform the duties of the president. He also shall assist the president generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

c. The Secretary shall keep the minutes of all proceedings of directors and Members. He shall attend to the giving and serving of all notices to the Members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the



Association, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an Association and as may be required by the director or the president.

d. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of Indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of treasurer.

## ARTICLE VI – FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

Section 1. Receipts and Expenditures. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

a. Current Expense. All receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in the fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

b. Reserve for Capital Expenditures and Deferred Maintenance. Funds for maintenance items that occur less frequently than annually, including but not limited to roof replacement, building painting, and resurfacing of paved areas.

c. Reserve for Replacement. Funds for repair or replacement required because of damage, depreciation or obsolescence.

d. Property Improvements. Funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common property.

e. Operations. The gross revenues from the use of the common property. Only the additional direct expense required by the revenue-producing operation will be charged to this account, and any surplus from such operation shall be used to reduce the assessments for current expense in the year following the year in which the surplus is realized. Losses from such operations shall be met by special assessments against unit owners, which assessments may be made in advance in order to provide a working fund.

Section 2. Budget. The Board shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices. Copies of the budget and proposed assessments shall be transmitted to each Member on or before

December 1 preceding the year for which the budget is made. If the budget is amended substantially, a copy of the amended budget shall be furnished to each Member.

Section 3. Books and Records.

a. The Association may print and distribute to each Member a directory containing the name, unit number and telephone number of each Member. However, a Member may exclude his or her telephone number from the directory by so requesting in writing to the Association.

b. The Association shall allow a Member or his/her authorized representative to use a portable device, such as a smartphone, tablet, portable scanner, or other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association providing a copy of such records. The Association may not charge a Member or his/her authorized representative for the use of such portable device.

Section 4. Assessments. Assessments against the unit owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 1 preceding the year for which the assessments are made. Such assessments shall be due in monthly installments. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board.

Section 5. Acceleration of Assessment Installments Upon Default. If a unit owner shall be in default in the payment of an installment upon an assessment, the Board may accelerate the remaining installments of the assessment upon the filing of a lien.

Section 6. Assessments for Emergencies. Assessment for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the unit owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half (1/2) of the votes of the Association the assessment shall become effective, and it shall be due after thirty (30) days notice in such manner as the Board may require in the notice of assessment.

Section 7. Deposit of Association Funds. The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall only be by checks signed by such persons as are authorized by the directors.

Section 8. Parliamentary Rules. 'Roberts' Rules of Order' (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation and these Bylaws.

## ARTICLE VII – AMENDMENTS

Section 1. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Bylaws shall affect the rights of Developer, unless such amendment receives the prior written consent of Developer, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Bylaws, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the public records.

Section 2. Amendments Prior to the Turnover Date. Prior to the “Turnover Date”, which date is defined as that date at which time control of the Board of Directors is relinquished to Unit Owner other than Developer in accordance with Section 718.301, Florida Statutes. Developer shall have the right to amend these Bylaws as it deems appropriate, without the joinder or consent of any person or entity whatsoever. The Developer’s right to amend under this provision is to be construed as broadly as possible. In the event that the Association shall desire to amend these Bylaws prior to the Turnover Date, the Association must first obtain Developer’s prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the public records.

Section 3. Amendments From and After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Bylaws may be amended with the approval of two-thirds percent (66-2/3%) of the Board. Notwithstanding the foregoing, these Bylaws may be amended after the Turnover Date by two-thirds’ percent (66-2/3%) of the Board acting alone to change the number of directors on the Board. Such change shall not require the approval of the Members. Any change in the number of directors shall not take effect until the next Annual Members Meeting. In addition, notwithstanding any other provision in the Declaration, the Articles or the Bylaws to the contrary, the Board shall have the power to unilaterally amend these Bylaws to bring any provisions herein into compliance with any governmental or quasi-governmental statute, rule, regulation or requirement, or judicial ruling. To the extent legally required, each Owner shall be deemed to have granted to the Association an irrevocable power of attorney, coupled with an interest, for this purpose.

## ARTICLE VIII – ARBITRATION

As required by Florida law, the Association shall participate in mandatory nonbinding arbitration as provided for in Section 718.1255, Florida Statutes, as it may be amended.

The foregoing were adopted as the Bylaws of 701 South Palafox Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida at the first meeting of the Board of Directors on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed, sealed and delivered in our presence as witnesses:

701 SOUTH PALAFOX CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_, its president

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, as president of 701 South Palafox Condominium Association, Inc., a Florida not for profit corporation.

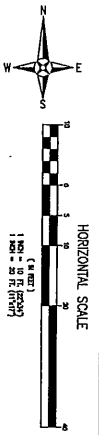
\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Personally Known  
OR  
\_\_\_\_\_  
Produced Identification  
Type of Identification Produced \_\_\_\_\_

**EXHIBIT D**

Condominium Construction Plans



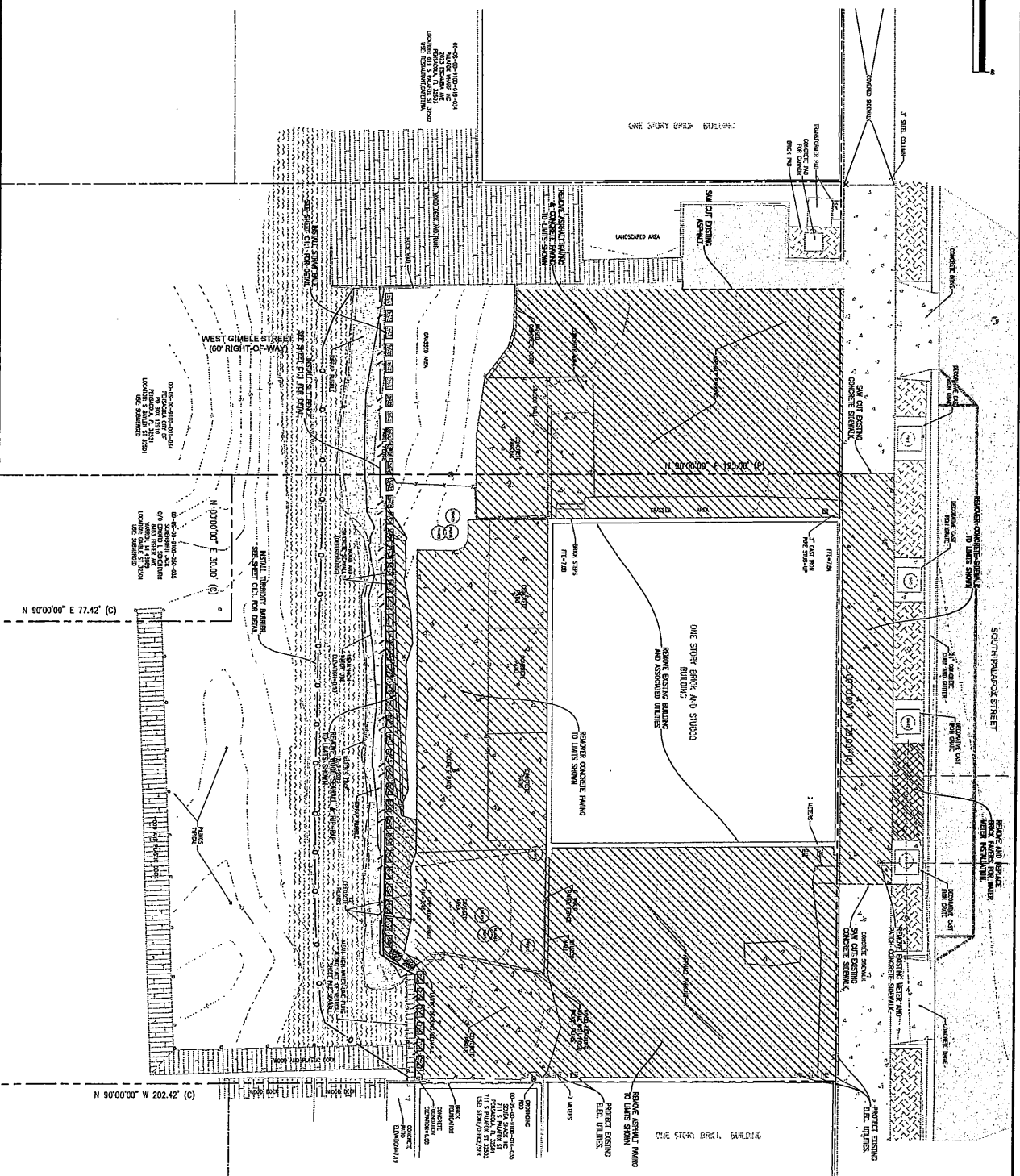


**LEGEND**

[Symbol]	EXISTING ASPHALT
[Symbol]	EXISTING CONCRETE
[Symbol]	EXISTING BRICK FINISH
[Symbol]	EXISTING ROAD DITCHES
[Symbol]	DEMOLITION
[Symbol]	WATER
[Symbol]	EXISTING BRICK
[Symbol]	EXISTING MASONRY FINISH
[Symbol]	BRICKWORK LINE
[Symbol]	DEMOLITION LINE
[Symbol]	LEFT LINE
[Symbol]	RIGHT-OF-WAY LINE
[Symbol]	WATER LINE
[Symbol]	SANITARY LINE (DASHED)
[Symbol]	FORCE MAIN
[Symbol]	GAS LINE
[Symbol]	BARBED ELECTRIC LINE
[Symbol]	EXISTING CONDUIT
[Symbol]	STAIR RISE
[Symbol]	SET POINT
[Symbol]	BENCHMARK
[Symbol]	FIRE HYDRANT
[Symbol]	WATER METER
[Symbol]	GAS VALVE
[Symbol]	WATER VALVE
[Symbol]	CELESTIAL
[Symbol]	SEWER MANHOLE
[Symbol]	STREET SIGN
[Symbol]	OUT MANHOLE

**PROJECT NOTES:**

1. THE CONTRACTOR SHALL VERIFY THE DIMENSIONS OF THE EXISTING AND PROPOSED CONSTRUCTION AND SHALL BE RESPONSIBLE FOR CORRECTING ANY DISCREPANCIES.
2. THE CONTRACTOR SHALL VERIFY THE DIMENSIONS OF THE EXISTING AND PROPOSED CONSTRUCTION AND SHALL BE RESPONSIBLE FOR CORRECTING ANY DISCREPANCIES.
3. THE CONTRACTOR SHALL VERIFY THE DIMENSIONS OF THE EXISTING AND PROPOSED CONSTRUCTION AND SHALL BE RESPONSIBLE FOR CORRECTING ANY DISCREPANCIES.
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10. THE CONTRACTOR SHALL VERIFY THE DIMENSIONS OF THE EXISTING AND PROPOSED CONSTRUCTION AND SHALL BE RESPONSIBLE FOR CORRECTING ANY DISCREPANCIES.



No. DATE REVISION 1 09/20/2011 CITY REVIEW COMMENTS	701 Palafox Condominiums 701 S. PALAFOX STREET PENSACOLA, FLORIDA 32502	EXISTING SITE, DEMOLITION & EROSION CONTROL PLAN	<b>REBOL-BATTLE &amp; ASSOCIATES</b> Civil Engineers and Surveyors 2741 N. High Avenue, Suite 404 Pensacola, Florida 32503 Telephone: 904.513.1608 Fax: 904.513.1644 EB 00006247 187518

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**GENERAL NOTES FOR SOIL EROSION AND SEDIMENT CONTROL**

1. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE DESIGNED TO PREVENT EROSION AND SEDIMENTATION OF NEAR BY PROPERTIES AND ADJACENT WATERS. EROSION CONTROL MEASURES SHALL BE DESIGNED TO PREVENT EROSION AND SEDIMENTATION OF NEAR BY PROPERTIES AND ADJACENT WATERS. EROSION CONTROL MEASURES SHALL BE DESIGNED TO PREVENT EROSION AND SEDIMENTATION OF NEAR BY PROPERTIES AND ADJACENT WATERS.
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**TEMPORARY SEEDING NOTES:**

1. SEEDING SHALL BE PERFORMED IMMEDIATELY UPON COMPLETION OF EROSION CONTROL MEASURES.
2. SEEDING SHALL BE PERFORMED IMMEDIATELY UPON COMPLETION OF EROSION CONTROL MEASURES.
3. SEEDING SHALL BE PERFORMED IMMEDIATELY UPON COMPLETION OF EROSION CONTROL MEASURES.
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9. SEEDING SHALL BE PERFORMED IMMEDIATELY UPON COMPLETION OF EROSION CONTROL MEASURES.
10. SEEDING SHALL BE PERFORMED IMMEDIATELY UPON COMPLETION OF EROSION CONTROL MEASURES.

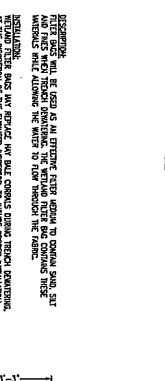
**TRAFFIC CONTROL STANDARDS:**

1. TRAFFIC CONTROL MEASURES SHALL BE DESIGNED TO PREVENT ACCIDENTS AND TO MAINTAIN THE FLOW OF TRAFFIC.
2. TRAFFIC CONTROL MEASURES SHALL BE DESIGNED TO PREVENT ACCIDENTS AND TO MAINTAIN THE FLOW OF TRAFFIC.
3. TRAFFIC CONTROL MEASURES SHALL BE DESIGNED TO PREVENT ACCIDENTS AND TO MAINTAIN THE FLOW OF TRAFFIC.
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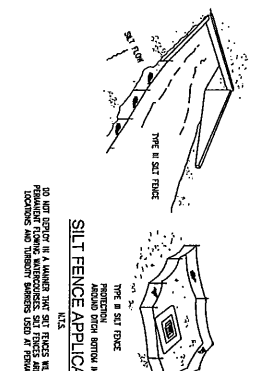
**PROPOSED SEQUENCE OF CONSTRUCTION:**

1. EROSION CONTROL MEASURES SHALL BE INSTALLED FIRST.
2. EROSION CONTROL MEASURES SHALL BE INSTALLED FIRST.
3. EROSION CONTROL MEASURES SHALL BE INSTALLED FIRST.
4. EROSION CONTROL MEASURES SHALL BE INSTALLED FIRST.
5. EROSION CONTROL MEASURES SHALL BE INSTALLED FIRST.
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9. EROSION CONTROL MEASURES SHALL BE INSTALLED FIRST.
10. EROSION CONTROL MEASURES SHALL BE INSTALLED FIRST.

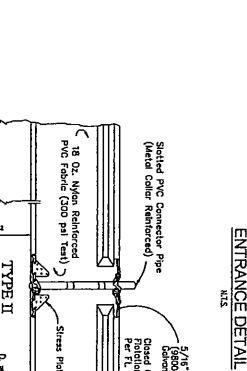
**BARRIERS FOR HILL SLOPES:**



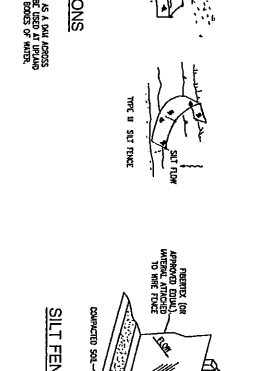
**STABILIZED CONSTRUCTION ENTRANCE DETAIL:**



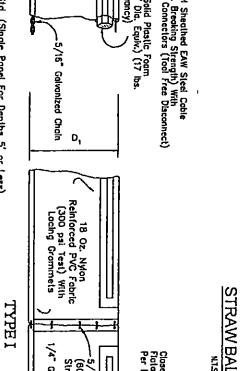
**STRAW BALES BACKED BY FENCE:**



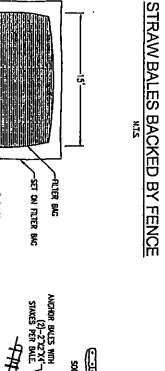
**FLOATING TURBIDITY BARRIERS:**



**STRAW BAILE DETAIL:**



**PROTECTION AROUND INLETS OR SIMILAR STRUCTURES:**



**SEAL:**

No.	DATE	REVISION
1	08/20/2014	CITY REVIEW COMMENTS

**PROJECT SET:**

PAULA BATTLE, PE  
 CH. BY: JHR  
 JOB NO.: 2013.155  
 DATE: JULY 24, 2014  
 DRAWING NO.: C1.1

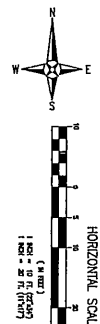
**401 Palaflox Condominiums**

701 S. PALAFOX STREET  
 PENSACOLA, FLORIDA 32502

**EROSION CONTROL DETAILS**







**LEGEND**

	EXISTING ASPHALT
	EXISTING CONCRETE
	EXISTING BRICK PAVER
	PROPOSED ASPHALT
	PROPOSED CONCRETE
	PROPOSED BRICK PAVERS
	PROPOSED BUILDING

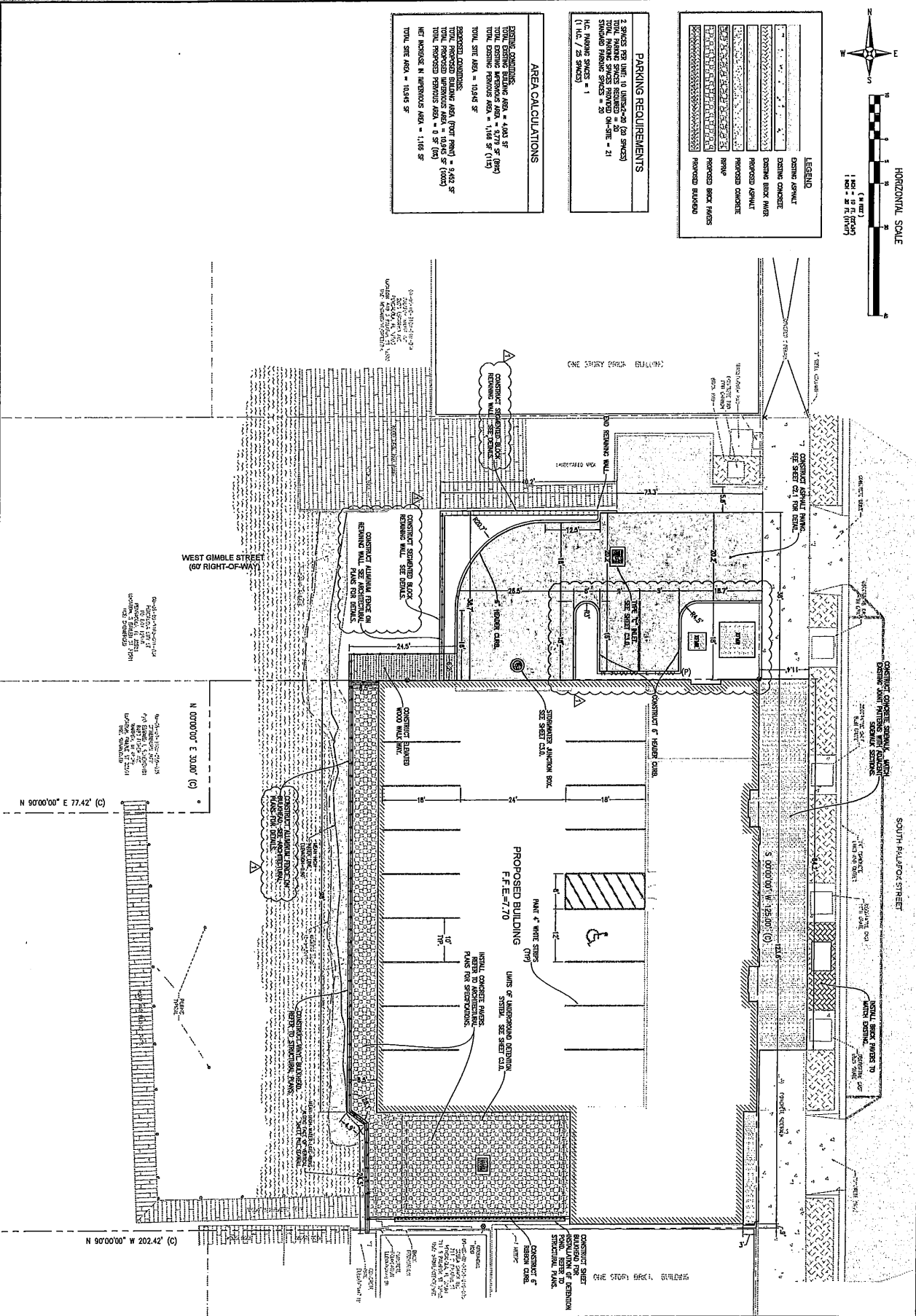
**PARKING REQUIREMENTS**

2 SPACES PER UNIT: 10 UNITS=20 (20 SPACES)  
 TOTAL PARKING SPACES REQUIRED = 20  
 STANDARD PARKING SPACES = 20  
 H.C. PARKING SPACES = 1  
 (1 H.C. / 25 SPACES) = 21

**AREA CALCULATIONS**

**EXISTING CONDITIONS:**  
 TOTAL EXISTING BUILDING AREA = 4,843 SF  
 TOTAL EXISTING PARKING AREA = 8,773 SF (89%)  
 TOTAL EXISTING PERVIOUS AREA = 1,168 SF (11%)  
 TOTAL SITE AREA = 10,845 SF

**PROPOSED CONDITIONS:**  
 TOTAL PROPOSED BUILDING AREA (FOUR FLOOR) = 9,442 SF  
 TOTAL PROPOSED PARKING AREA = 10,145 SF (100%)  
 TOTAL PROPOSED PERVIOUS AREA = 9 SF (0%)  
 NET INCREASE IN IMPERVIOUS AREA = 1,168 SF  
 TOTAL SITE AREA = 10,845 SF



SEAL	No.	DATE	REVISION
	1	09/20/14	CITY REVIEW COMMENTS
RESULT SET			

Paula Smith, P.E.  
 No. 51785

Dr. Br. JRR  
 CK Br. PAB  
 Job No.: 2013.155  
 Date: July 24, 2014  
 DRAWING NO.  
**C2.0**

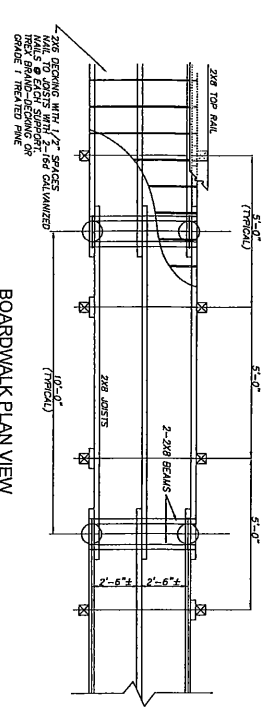
**701 Palafox Condominiums**  
 701 S. PALAFOX STREET  
 PENSACOLA, FLORIDA 32502

**SITE LAYOUT & DIMENSION PLAN**

**RBA**  
**REBOL-BATTLE & ASSOCIATES**  
 Civil Engineers and Surveyors

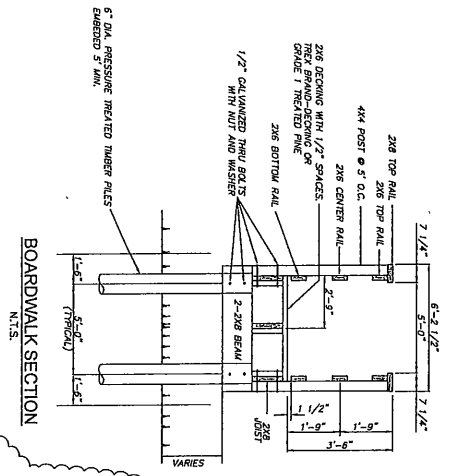
2501 N. 166th Avenue, Suite 300  
 Pensacola, FL 32503  
 Telephone 850.438.6100 Fax 850.438.6144  
 E3 00006547 1.87819

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**BOARDWALK PLAN VIEW**  
N.T.S.

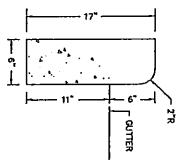
**BOARDWALK MATERIALS**  
1. ALL DECK AND BOARDWALK MATERIALS SHALL BE PRESSURE TREATED GRADE 2 PINE. ALL RAILINGS AND ROOSTS SHALL BE PRESSURE TREATED GRADE 1 PINE. ALL DECK BOARDS SHALL BE PRESSURE TREATED GRADE 1 PINE. ALL FINISHES, WAILS AND SCREWS TO BE GALVANIZED CORROSION RESISTANT. ALL FINISHES SHALL BE THE PRODUCT ACCORDING TO THE MANUFACTURER'S INSTRUCTIONS.



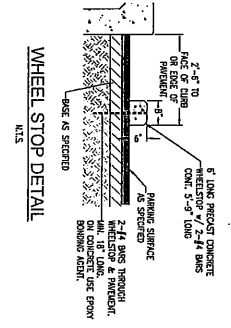
**BOARDWALK SECTION**  
N.T.S.

**NOTE:**  
1. ALL CURBS TO HAVE DULVY JOINT AT 10' ON CENTER.  
2. MIN. DEPTH OF JOINT TO BE 2\"/>

**6\"/>**

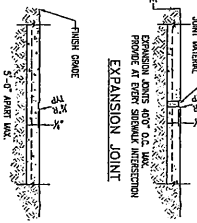


**WHEEL STOP DETAIL**  
N.T.S.



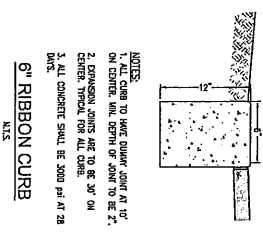
**TYPICAL SECTION**  
N.T.S.

**SIDEWALK DETAILS**  
N.T.S.

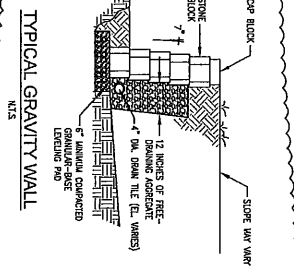


**DULVY GROOVE**  
N.T.S.

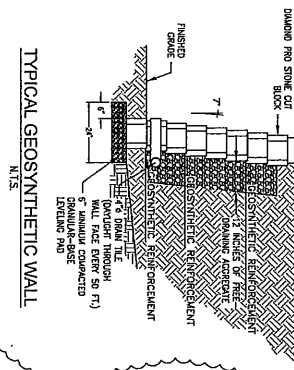
**6\"/>**



**TYPICAL CONCRETE PAVERS DETAIL**  
N.T.S.

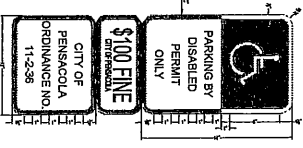


**TYPICAL GRAVITY WALL**  
N.T.S.

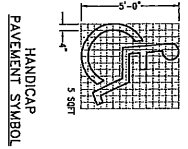


**TYPICAL GEOSYNTHETIC WALL**  
N.T.S.

**RETAINING WALL NOTE:**  
THE CURB'S SHOWN HAVE BEEN PROVIDED AS A REPRESENTATION OF THE CURB'S TO BE USED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE CURB'S ARE AS SHOWN AND FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PENSACOLA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PENSACOLA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PENSACOLA.

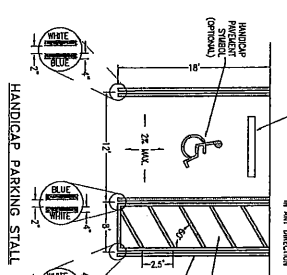


SPACED AS PER FLORIDA STATUTES  
FH 25 FOR 7.5, 11.5, 15.5, 17.5, 21.5, 25.5



**HANDICAP PAVEMENT SYMBOL**  
5' SERT

**HANDICAP PARKING STALL DETAILS**  
N.T.S.



**NOTE:**  
CONCRETE WHEELSTOP, SIGN, STRIPING AND ACCESS ASST. SHALL BE MINIMUM 3000 PSI, 28 DAY PCC, FIBER MESH REINFORCED CONCRETE UNLESS NOTED OTHERWISE.

NO.	DATE	REVISION
1	06/20/20	CITY REVIEW COMMENTS

SEAL  
PERMIT SET

Paul A. Battle, P.E.  
No. 531726

DR BY: PJB  
CK BY: PJB  
DATE: July 24, 2014  
DRAWING NO. C2.1

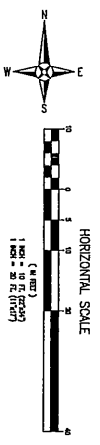
**701 Palafox Condominiums**  
701 S. PALAFOX STREET  
PENSACOLA, FLORIDA 32502

**SITE DETAILS**

**RBA**  
**REBOL-BATTLE & ASSOCIATES**  
Civil Engineers and Surveyors

2361 N. 16th Avenue, Suite 300  
Pensacola, Florida 32509  
Telephone 904.533.8100 Fax 904.433.8144  
EID 00000567 1071916

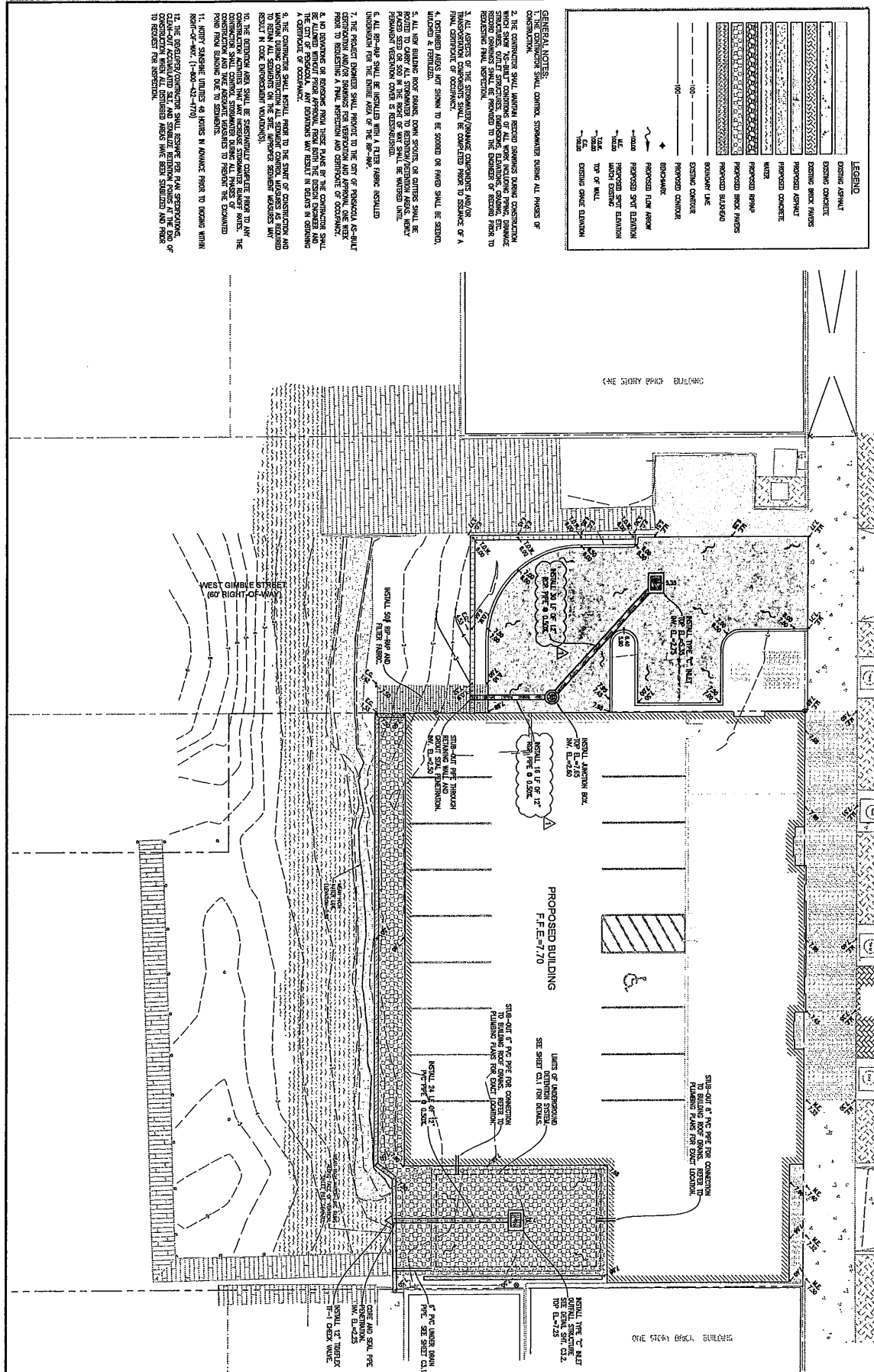
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**LEGEND**

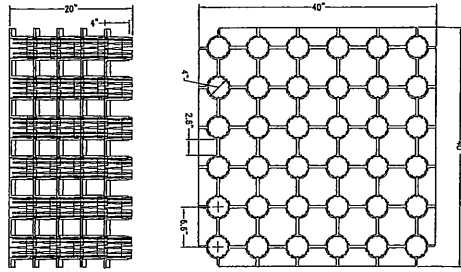
- EXISTING ASPHALT
- EXISTING CONCRETE
- EXISTING BRICK FINISH
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED BRICK
- PROPOSED GRAVEL
- PROPOSED BRICK FINISH
- PROPOSED MASONRY
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED FLOW ARROW
- PROPOSED SPOT ELEVATION
- EXISTING SPOT ELEVATION
- TOP OF WALL
- EXISTING CURVE ELEVATION

- GENERAL NOTES:**
- THE CONTRACTOR SHALL CONSULT STOWMARKET DURING ALL PHASES OF CONSTRUCTION.
  - THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS DURING CONSTRUCTION WHICH SHOW RE-BUILT CONDITIONS OF ALL WORK INCLUDING PERMS, PERMITS, RECORD DRAWINGS SHALL BE PROVIDED TO THE ENGINEER UPON COMPLETION TO REQUESTING PAUL INSPECTION.
  - ALL ASPECTS OF THE STORMWATER/DRAINAGE COMPONENTS AND/OR INFRASTRUCTURE COMPONENTS SHALL BE COMPLETED PRIOR TO ISSUANCE OF A FINAL PERMIT.
  - DESIGNED AREAS NOT SHOWN TO BE SLOPED OR PAVED SHALL BE SLOPED, ILLUMINATED & FINISHED.
  - ALL NEW BUILDING ROOF RAISING DOWN SLOPES OR GUTTERS SHALL BE PAVED WITH ASPHALT TO THE ROOF OR GUTTER SHALL BE WATERED DRAIN.
  - ALL NEW PAVING SHALL BE INSTALLED WITH A 2% DRAINAGE SLOPE UNLESS OTHERWISE NOTED.
  - THE PROJECT ENGINEER SHALL REMOVE TO THE CITY OF PENSACOLA (S-BUILT) CERTIFICATION AND/OR DRAWINGS FOR VERIFICATION AND APPROVAL, ONE COPY SHALL BE PROVIDED TO THE CITY OF PENSACOLA (S-BUILT) FOR VERIFICATION AND APPROVAL.
  - AN INCREASE OF REVISIONS FROM THESE PLANS BY THE CONTRACTOR SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE APPROVED BY THE CITY OF PENSACOLA (S-BUILT) FOR VERIFICATION AND APPROVAL.
  - THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL CONSTRUCTION AND TO BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL CONSTRUCTION AND TO BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL CONSTRUCTION.
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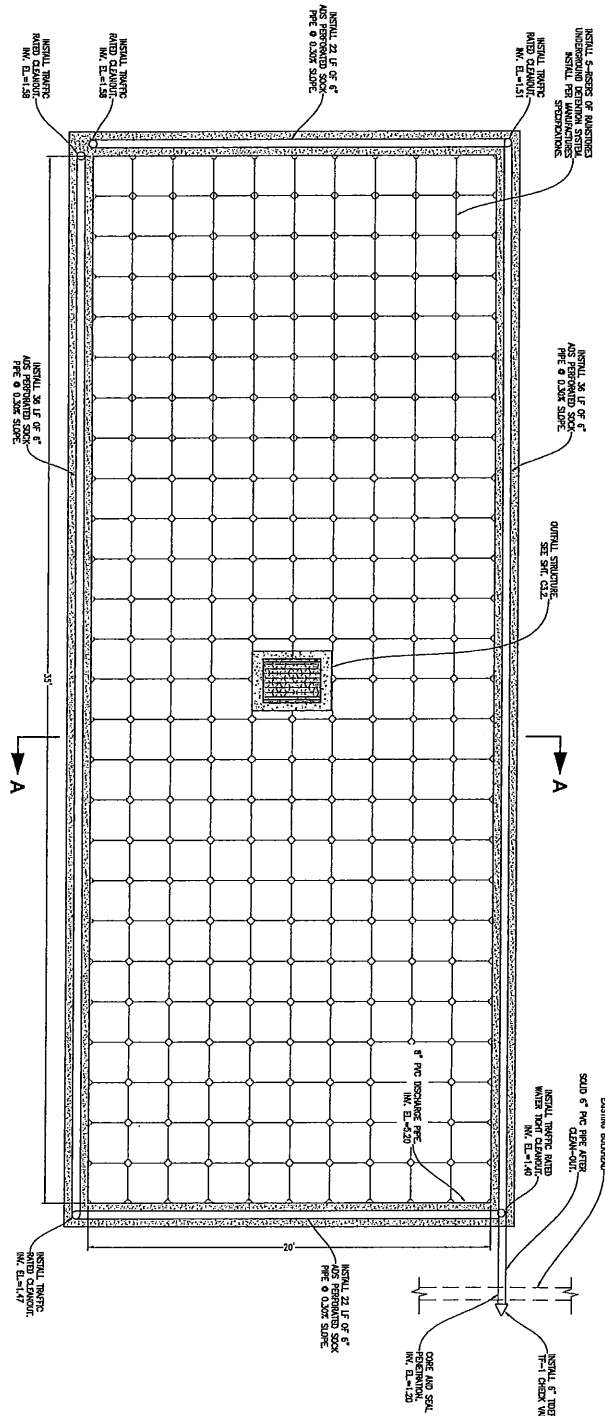


<p><b>701 Palafox Condominiums</b> 701 S. PALAFOX STREET PENSACOLA, FLORIDA 32502</p>	<p><b>GRADING &amp; DRAINAGE PLAN</b></p>	<p><b>RBA</b> <b>REBOL-BATTLE &amp; ASSOCIATES</b> Civil Engineers and Surveyors</p> <p>2301 N. Ninth Avenue, Suite 200 Pensacola, Florida 32502 Telephone 850.438.0100 Fax 850.438.0166 E# 00009607 LB7916</p>												
<p><b>C3.10</b></p>	<p>Paula Blunk, P.E. No. 53178</p> <p>DR: JR CR: JR JOB NO.: 2013155 DATE: July 24, 2014 DRAWING NO.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>No.</th> <th>DATE</th> <th>REVISION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>09/26/14</td> <td>CITY REVIEW COMMENTS</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	No.	DATE	REVISION	1	09/26/14	CITY REVIEW COMMENTS						
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1	09/26/14	CITY REVIEW COMMENTS												

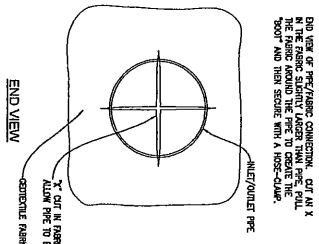
This drawing is the property of Rebol-Battle & Associates, and may not be reproduced without written permission.



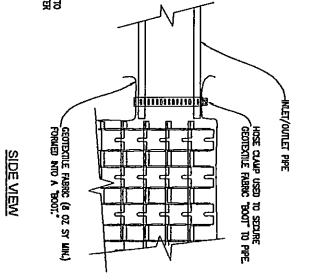
RAINSTORE3 UNIT DETAIL  
M.I.S.



PLAN VIEW UNDERGROUND DETENTION SYSTEM  
SCALE: 1/8" = 1'-0"

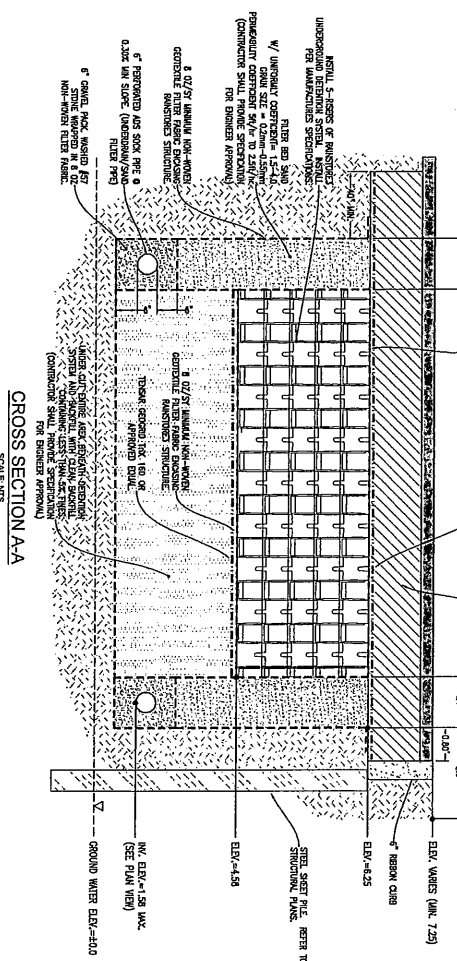


END VIEW



SIDE VIEW

RAINSTORE3 INLETS/OUTLETS  
WITH FABRIC DETAIL  
M.I.S.



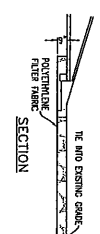
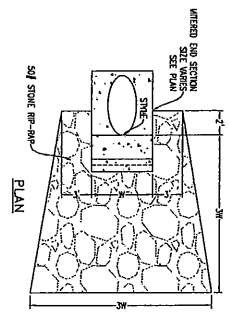
CROSS SECTION A-A  
SCALE: 1/4" = 1'-0"

No.	DATE	REVISION
1	06/20/14	CITY REVIEW COMMENTS

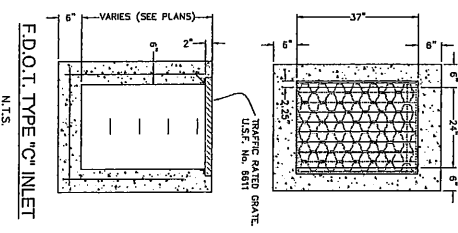
  

701 Palafox Condominiums 701 S. PALAFOX STREET PENSACOLA, FLORIDA 32502	<b>DRAINAGE DETAILS</b>	<b>REBOL-BATTLE &amp; ASSOCIATES</b> Civil Engineers and Surveyors 2301 N. Harbor Avenue, Suite 200 Pensacola, Florida 32503 Telephone 850.438.8100 Fax 850.438.4114 E9 00002857 187918
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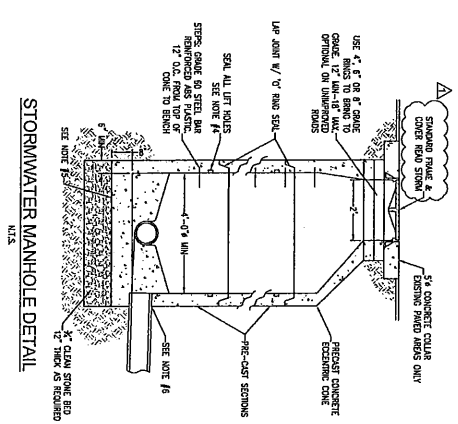


**RIP-RAP DETAIL**  
N.I.S.

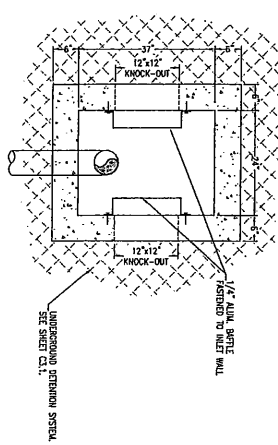


**E.D.O.T. TYPE 'C' INLET**  
N.I.S.

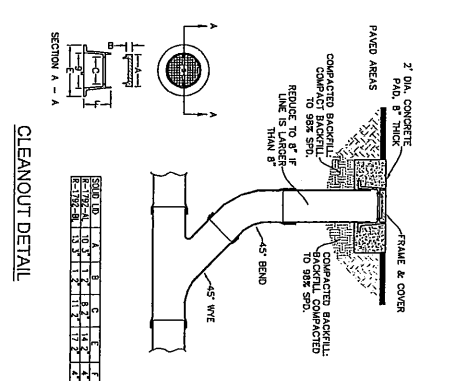
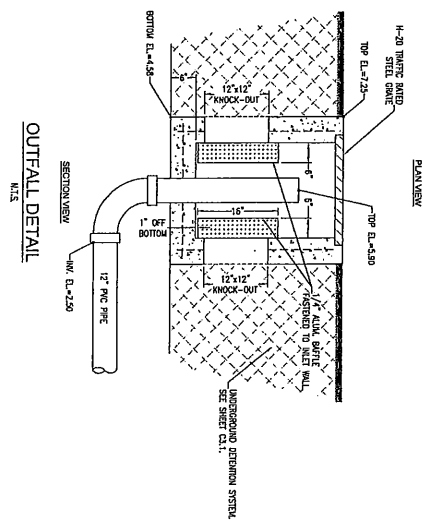
- NOTES:**
1. DIMENSIONS SHALL CONFORM TO A.S.T.M. C 478 SPECIFICATIONS WITH ADJUST FOR CONCRETE.
  2. DIMENSIONS OF OPENING FOR PIPE SHALL BE 1" LARGER DIAMETER THAN BELL OF THE PIPE BEING USED.
  3. JOINTING COMPOUND SHALL BE HMA MIXED TYPE 1, 800# FRESH PLASTER CEMENT OR EQUAL.
  4. ALL FINISHING TO BE DONE WITH IMPROVED CONCRETE. NO REPAIRS PERMITTED.
  5. CONCRETE TO BE 2500 P.S.I. REINFORCING STEEL TO BE A.S.T.M. A 615 GRADE 60 OR PROVE PRE-CAST MANHOLE BASE SECTION IN CONFORMANCE WITH A.S.T.M. C-478.
  6. SEAL WITH A-100, KORE-M-SEAL OR LOCK-CONTR PER SPECIFICATION 2577-2.0A.
  7. CAST IN PLACE MANHOLE LAY BE ALLOWED IN PRE-APPROVED LOCATIONS.



**STORMWATER MANHOLE DETAIL**  
N.I.S.

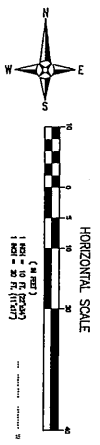


**OUTFALL DETAIL**  
N.I.S.



**CLEANOUT DETAIL**  
N.I.S.

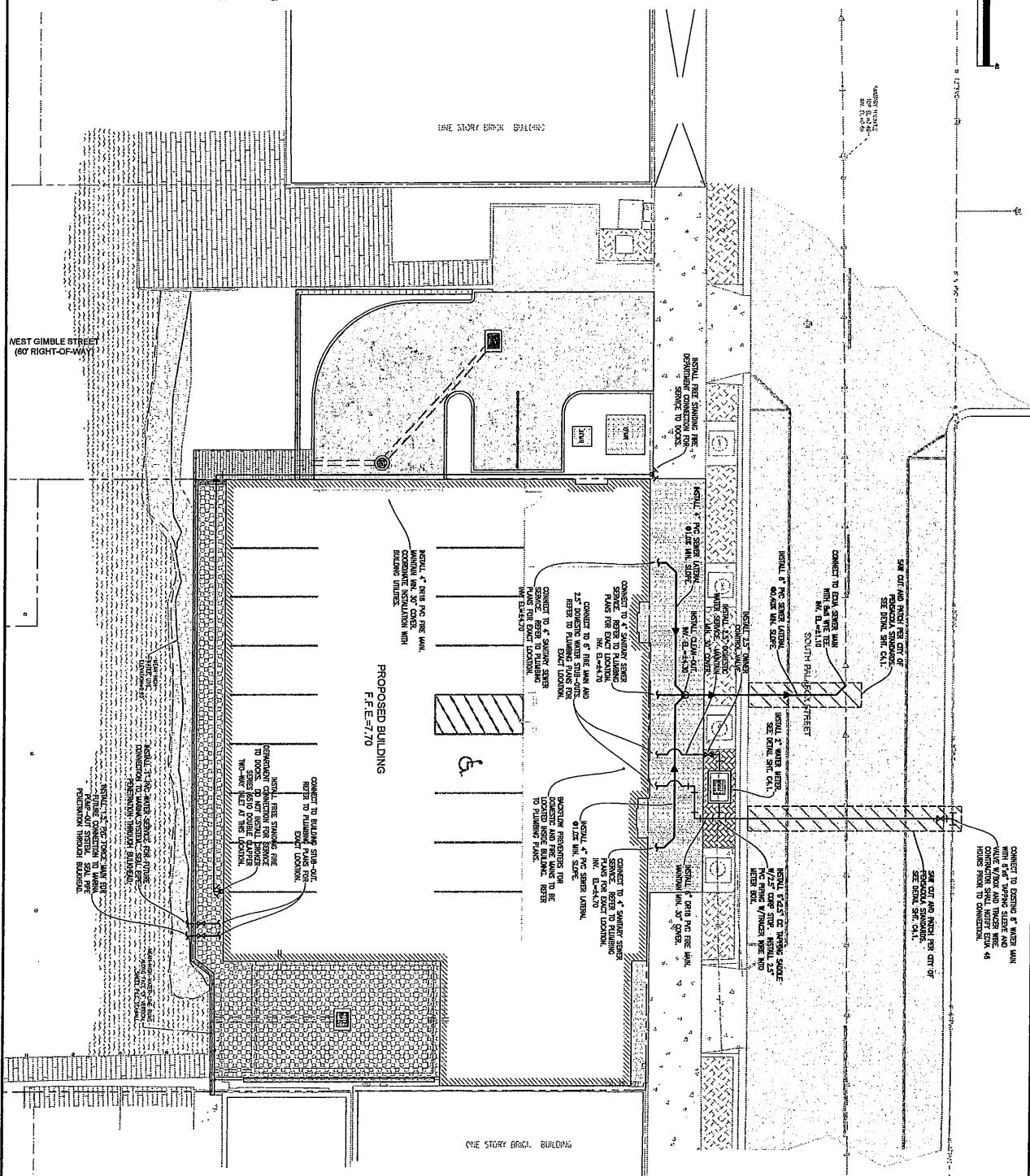
<p><b>RBA</b></p> <p><b>REBOL-BATTLE &amp; ASSOCIATES</b> Civil Engineers and Surveyors</p> <p>2501 N. 18th Avenue, Suite 300 Pensacola, Florida 32503 Telephone 850-434-6500 Fax 850-434-6144 E8 0000967 187916</p>	<p><b>DRAINAGE DETAILS</b></p>	<p><b>701 Palafox Condominiums</b> 701 S. PALAFOX STREET PENSACOLA, FLORIDA 32502</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">No.</th> <th style="width: 15%;">DATE</th> <th style="width: 80%;">REVISION</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">09/20/2014</td> <td style="text-align: center;">CITY REVIEW COMMENTS</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	No.	DATE	REVISION	1	09/20/2014	CITY REVIEW COMMENTS						
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1	09/20/2014	CITY REVIEW COMMENTS													
<p>Sheila Estess, P.E. No. 23725</p> <p>Dr. By: JRR Ck By: PAB Date: July 24, 2014 Job No.: 2013.155 Drawing No.:</p>	<p><b>C3.2</b></p>	<p>SEAL Present SET</p>	<p>This drawing is the property of Rebol-Battle &amp; Associates, and may not be reproduced without written permission.</p>												



**LEGEND**

	EXISTING ASPHALT
	EXISTING CONCRETE
	EXISTING BRICK PAVERS
	PROPOSED GRAVEL
	PROPOSED CONCRETE
	WATER
	PROPOSED BALLAST
	BOUNDARY LINE
	WATER LINE
	SEWER LINE (SANITARY)
	STORM SEWER LINE
	OLD LINE
	UTILITY POLE
	FIRE HYDRANT
	WATER METER
	WATER VALVE
	CLEANOUT
	STORM MANHOLE
	STREET SIGN
	STOP SIGN
	DIR. ARROW

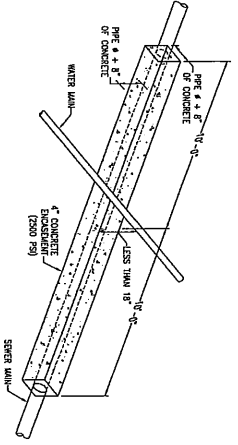
- UTILITY NOTES:**
1. THE CONTRACTOR SHALL BE RESPONSIBLE TO PREPARE THE EXISTING LOCATION AND DEPTH OF EXISTING UTILITIES AND TO REVEAL AND MARK OTHER UTILITIES WILL BE EXPOSED DURING THE COURSE OF THE WORK AND LINES WHATEVER STEPS ARE NECESSARY TO PROTECT THEM FROM DAMAGE.
  2. THE CONTRACTOR SHALL COORDINATE WITH EXISTING UTILITY OWNERS OR ANY OTHER AGENCIES TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS PRIOR TO THE START OF WORK AS NECESSARY TO COMPLETE CONSTRUCTION.
  3. ALL NEW WATER LINES SHALL BE CLEANED, INSPECTED, PRESSURE TESTED, AND SWAMPED AND THE FLOW DIRECTION OF ENVIRONMENTAL PROTECTION RULES AND REGULATIONS.
  4. ALL WATER LINES SHALL BE INSTALLED FOR POTABLE WATER USE.
  5. WARNING: IN NOISE HAZARD ZONING, SWAMPING BEHIND ALL POTABLE WATER LINES AND SANITARY SEWER LINES, (WATER ABOVE SEWER).
  6. THE TOP OF ALL CLEANOUTS SHALL BE FLUSH WITH THE SURFACE OR, WHEN NOT IN THE SURFACE, FLUSH WITH THE FLOOR GRADE. CONNECTION POINTS FOR UTILITIES IN THE FUTURE CONSTRUCTION SHALL BE IDENTIFIED AND MARKED WITH THE FOLLOWING CONNECTIONS:
  7. ALL WATER AND SEWER WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE DATA ENGINEERING MANUAL.
  8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE DATA ENGINEERING MANUAL.
  9. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANIES 72 HOURS (3 BUSINESS DAYS) PRIOR TO BEGINNING CONSTRUCTION.
  10. ALL NEW WATER AND SEWER SERVICE LINES SHALL HAVE A MINIMUM COVER OF 30 INCHES (MINIMUM 30") UNLESS OTHERWISE NOTED.
  11. THE CONTRACTOR IS TO RESTORE ALL UNBURNED BRICKS-OF-WAY IN ACCORDANCE WITH CITY OF PENSACOLA AND THE DATA ENGINEERING MANUAL.
  12. THE CONTRACTOR SHALL COORDINATE WITH THE PAVING CONTRACTOR FOR BRICKING UTILITY CONNECTIONS.
  13. ALL CONNECTIONS TO THE EXISTING WATER AND SEWER SYSTEM SHALL BE MADE WITH 15. ANY REMOVAL OR RELOCATION OF EXISTING WATER/SEWER UTILITIES MUST BE APPROVED IN WRITING FROM THE WORK BEING DONE.



<p>701 Palafox Condominiums 701 S. PALAFOX STREET PENSACOLA, FLORIDA 32502</p>	<p><b>UTILITY PLAN</b></p>	<p><b>RBA</b> <b>REBOL-BATTLE &amp; ASSOCIATES</b> Civil Engineers and Surveyors 2392 W. 18th Avenue, Suite 200 Pensacola, Florida 32505 Telephone 850.533.5100 Fax 850.530.0144 E00000017 107194</p>
<p>DATE: 09/20/2014 REVISION: CITY REVIEW COMMENTS</p>	<p>1</p>	<p>DR: BRJ CK: PAB JOB NO: 2013.185 DATE: July 24, 2014 DRAWING NO: C4.0</p>

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**NOTE:**  
 SANITARY SEWER LINES (UNDER OR PRESSURE) SHALL HAVE 1/2" OR GREATER VERTICAL CLEARANCE FROM AND PROTECT WATER LINE FROM CRACKING. A MINIMUM OF 12" VERTICAL CLEARANCE SHALL BE MAINTAINED FROM ALL OTHER UTILITIES. A MINIMUM OF 12" VERTICAL CLEARANCE SHALL BE MAINTAINED FROM ALL OTHER UTILITIES. A MINIMUM OF 12" VERTICAL CLEARANCE SHALL BE MAINTAINED FROM ALL OTHER UTILITIES. A MINIMUM OF 12" VERTICAL CLEARANCE SHALL BE MAINTAINED FROM ALL OTHER UTILITIES.



**SEWER / WATER SEPARATION & CLEARANCES**  
 N.T.S.

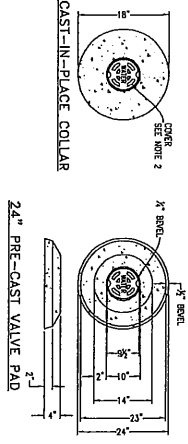
FOR CROSSING: BLOCK AS ABOVE SO THAT THE ENDS OF BACKSIGHT ARE AT LEAST 12" FROM ANY WATER LINE JOINT, WATER LINE JOINT MUST NOT BE CLOSER THAN 5' TO THE POINT OF CROSSING, OR IT MUST ALSO BE BLOCKED.

ALTERNATE 1: USE EQUALITY (OR HIGHER) RATED PRESSURE PIPE FOR SEWER WITH NO JOINTS CLOSER THAN 12' FROM AND 8' VERTICAL.

ALTERNATE 2: PLACE SEWER LINE INTO STEEL CASING AND CENTER 20" FROM WITH 4" VERTICAL CLEARANCE AND 8' TO 10' FROM WATER LINE.

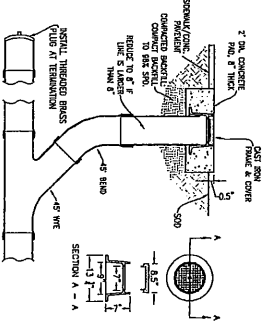
FOR PARALLEL: AND 6' TO 10' FROM WATER LINE, BUT IF UNDER 12" IN LENGTH, WATER LINE MUST BE USED WITH A HIGHER RATED PRESSURE PIPE FOR SEWER (1.5\"/>

**NOTE:**  
 1. WAVE BOX AND BOOT SHALL BE CAST IN-PLACE.  
 2. WAVE COVER SHALL BE LARGED "WAVE" OR "SEWER" AS APPLICABLE.  
 3. WAVE BOX TOP SHALL BE FLUSH WITH FINISHED GRADE OR 1/2" ABOVE NATURAL GROUND LEVEL.  
 4. GATE VALVE SHALL BE RESTRICTED WITH LOCKDOWN, GATE END OF APPROVED EQUALIZER.  
 5. GATE UNDER FLANGE OF WAVE BOX & COLLAR TO BE FIRM AND WELL WAPPED TO SEWER ADJUST WAVE BOX SETTING.

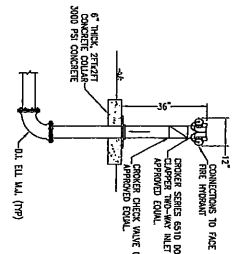


**TYPICAL VALVE & BOX INSTALLATION**  
 N.T.S.

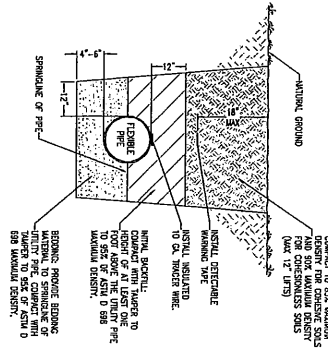
**SANITARY SEWER CLEANOUT DETAIL**  
 N.T.S.



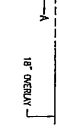
**FREESTANDING FIRE DEPARTMENT CONNECTION DETAIL**  
 N.T.S.



**FLEXIBLE PIPE BEDDING DETAIL**  
 N.T.S.

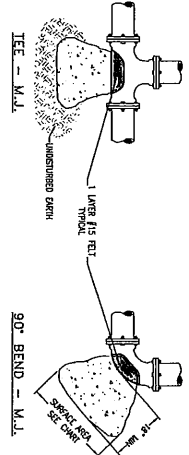


**PLAN VIEW**



**MINIMUM THRUST BLOCK DIMENSIONS: SURFACE AREA AGAINST UNDISTURBED SOIL**

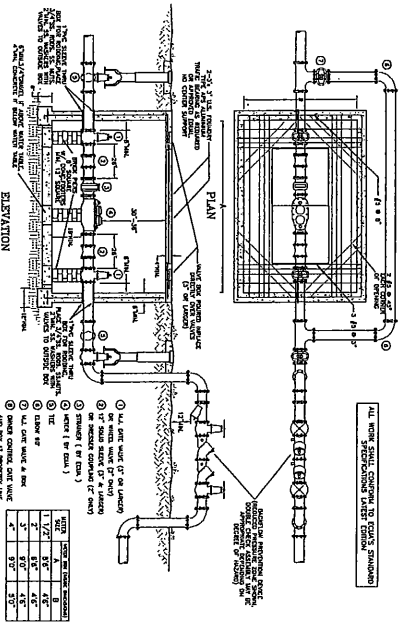
PIPE SIZE (OD)	MIN. SURFACE AREA (SQ. FT.)	MIN. SURFACE AREA (SQ. YD.)
4"	1.1	0.125
6"	2.2	0.25
8"	3.3	0.375
10"	4.4	0.5
12"	5.5	0.625
15"	8.25	0.9375
18"	11.0	1.25
21"	13.75	1.5625
24"	16.5	1.875
27"	19.25	2.1875
30"	22.0	2.5



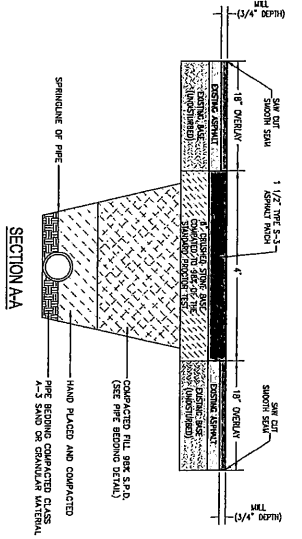
**TYPICAL THRUST BLOCK INSTALLATIONS**  
 N.T.S.

**NOTES:**  
 1. ONE LAYER OF #15 RET. TO BE USED TO PREVENT ADHESION OF CONCRETE TO FORM.  
 2. ALL THRUST BLOCKS TO BE SPOURED BY UNDISTURBED SOIL.  
 3. THRUST BLOCK DIMENSIONS BASED ON 5% SOIL CLASSIFICATION.  
 4. CONCRETE MIN. 2500 PSI.  
 5. JOINT RESTRAINTS ARE TO BE USED ON ALL THRU-ROCK, THRU-STEEL, AND THRU-DIRT.

**TYPICAL COMPOUND/TURBINE METER SERVICE**  
 SCALE: N.T.S.



**CITY OF PENSACOLA CUT & PATCH DETAIL**  
 SCALE: N.T.S.



**GENERAL NOTES:**  
 1. ALL CONCRETE FOUNDATIONS SHALL BE SPLOINED TO THE EXISTING FOUNDATION.  
 2. SURFACE TREATMENT PATCH UNITS SHALL BE LAPPED AND FINISHED TO MATCH EXISTING SURFACE.  
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF PENSACOLA SPECIFICATIONS FOR CONCRETE.  
 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF PENSACOLA SPECIFICATIONS FOR CONCRETE.  
 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF PENSACOLA SPECIFICATIONS FOR CONCRETE.  
 6. UNDISTURBED CUT REPLACEMENT BASE SHALL BE SPLOINED TO THE EXISTING FOUNDATION.  
 7. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF PENSACOLA SPECIFICATIONS FOR CONCRETE.  
 8. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF PENSACOLA SPECIFICATIONS FOR CONCRETE.  
 9. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF PENSACOLA SPECIFICATIONS FOR CONCRETE.  
 10. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF PENSACOLA SPECIFICATIONS FOR CONCRETE.

NO.	DATE	REVISION
1	09/20/2014	CITY REVIEW COMMENTS

701 Palafox Condominiums  
 701 S. PALAFOX STREET  
 PENSACOLA, FLORIDA 32502

RBA  
 REBOL-BATTLE & ASSOCIATES  
 Civil Engineers and Surveyors  
 2914 N. Ninth Avenue, Suite 202  
 Pensacola, Florida 32503  
 Telephone: 904.433.5500 Fax: 904.433.4446  
 EB 00006197 187814

**EXHIBIT E**

Site Plan/Survey





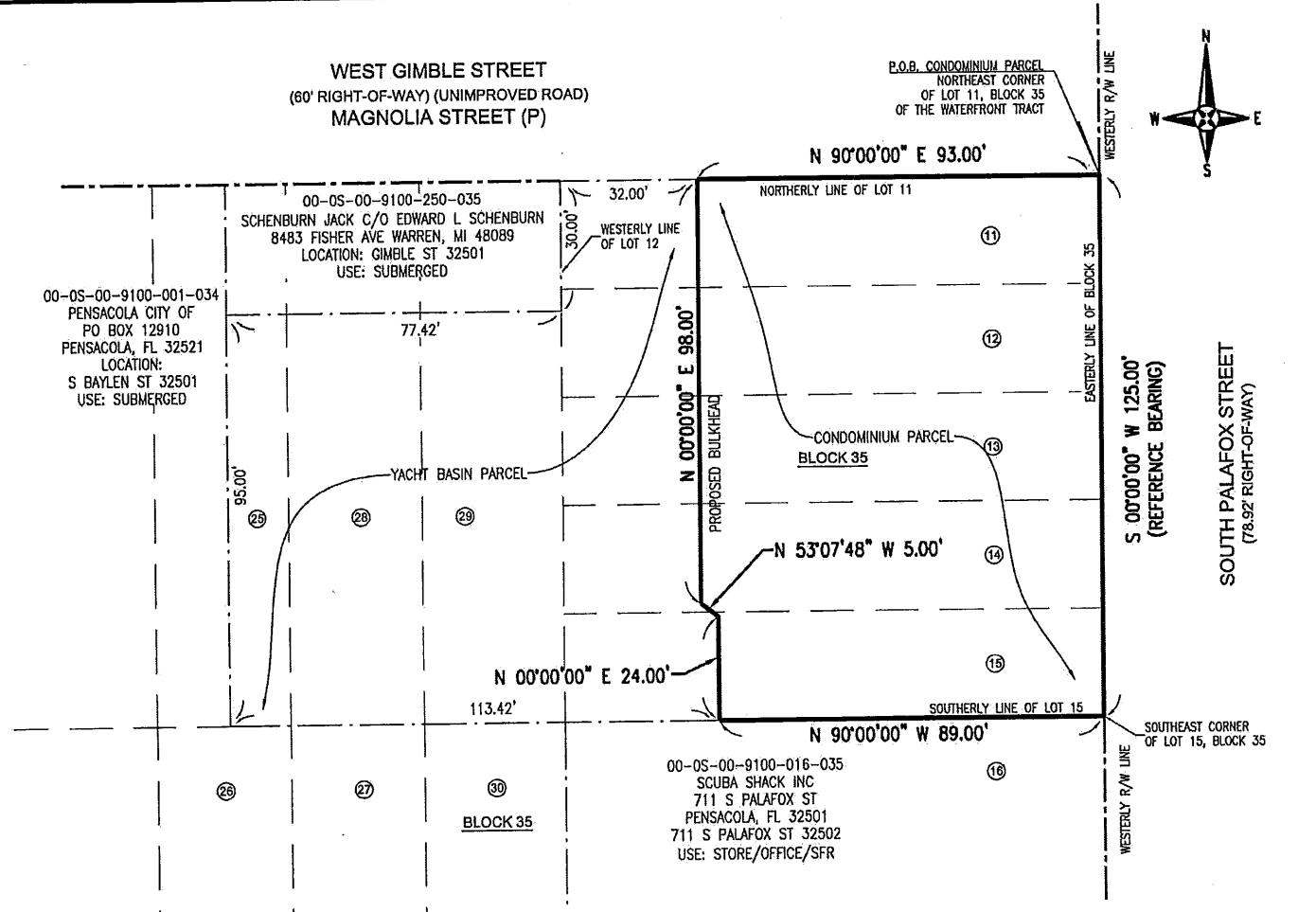
**REBOL-BATTLE & ASSOCIATES**  
 Civil Engineers and Surveyors  
 2301 N. Ninth Avenue, Suite 300  
 Pensacola, Florida 32503  
 Telephone 850.438.0400 Fax 850.438.0448  
 EB 00008657 LB 7916

**DESCRIPTION AND SKETCH**

PREPARED FOR: MR. LEO J. CYR  
 REQUESTED BY: MR. LEO J. CYR

**CONDOMINIUM PARCEL**

PROJECT:	2013.155
FIELD SURVEY DATE:	N/A
SECTION:	46
TOWNSHIP:	2 SOUTH
RANGE:	30 WEST
COUNTY:	ESCAMBIA



**GENERAL NOTES:**

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS ON AN ASSUMED DATUM BASED ON AN ASSUMED BEARING OF NORTH 00°00'00" EAST ALONG THE EAST LINE OF BLOCK 35, WATERFRONT TRACT IN THE CITY OF PENSACOLA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
3. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF.
4. THE SKETCH SHOWN HEREON WAS PREPARED FOR DESCRIPTION PURPOSES AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY.
5. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.

**LEGEND:**

P.O.B. DENOTES POINT OF BEGINNING  
 R/W DENOTES RIGHT-OF-WAY

ADDRESS: 701 SOUTH PALAFOX STREET

SEE SHEET 2. OF 2 FOR DESCRIPTION

REVISIONS			
NO.	BY	DESCRIPTION	DATE

THE SURVEY SHOWN HEREON WAS PREPARED IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 & 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Mark A. Norris*  
 MARK A. NORRIS  
 PROFESSIONAL SURVEYOR AND MAPPER  
 LICENSE NO. 6211

8/24/14

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CHECKED BY:	MAN
SCALE:	1" = 40'
F.B.:	N/A
PAGE:	N/A
DRAWN BY:	GTP
SHEET:	1 OF 2



**REBOL-BATTLE & ASSOCIATES**

Civil Engineers and Surveyors  
2301 N. Ninth Avenue, Suite 300  
Pensacola, Florida 32503  
Telephone 850.438.0400 Fax 850.438.0448  
EB 00009657 LB 7916

**DESCRIPTION AND SKETCH**

PREPARED FOR: MR. LEO J. CYR

REQUESTED BY: MR. LEO J. CYR

**CONDOMINIUM PARCEL**

PROJECT:	2013.155
FIELD SURVEY DATE:	N/A
SECTION:	46
TOWNSHIP:	2 SOUTH
RANGE:	30 WEST
COUNTY:	ESCAMBIA

**DESCRIPTION:** (AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

**CONDOMINIUM PARCEL:**

A PORTION OF LOTS 11, 12, 13, 14 AND 15, ALL IN BLOCK 35, OF THE WATERFRONT TRACT IN THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 11, BLOCK 35, OF THE WATERFRONT TRACT IN THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, THENCE PROCEED SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF SAID BLOCK 35, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF SOUTH PALAFOX STREET (78.92 FOOT RIGHT-OF-WAY) FOR A DISTANCE OF 125.00 FEET TO THE SOUTHEAST CORNER OF LOT 15 OF SAID BLOCK 35; THENCE DEPARTING THE EAST LINE OF SAID BLOCK 35, PROCEED NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 15 FOR A DISTANCE OF 89.00 TO THE OUTSIDE EDGE OF A PROPOSED BULKHEAD; THENCE DEPARTING THE SOUTH LINE OF SAID LOT 15, PROCEED NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID BULKHEAD FOR A DISTANCE OF 24.00 FEET; THENCE PROCEED NORTH 53 DEGREES 07 MINUTES 48 SECONDS WEST ALONG SAID BULKHEAD FOR A DISTANCE OF 5.00 FEET; THENCE PROCEED NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID BULKHEAD FOR A DISTANCE OF 98.00 FEET TO THE NORTH LINE OF THE AFORESAID LOT 11; THENCE PROCEED NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID BULKHEAD AND THE EASTERLY EXTENSION THEREOF ALSO BEING THE NORTH LINE OF SAID LOT 11 FOR A DISTANCE OF 93.00 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.264 ACRES MORE OR LESS.

CHECKED BY:	MAN
SCALE:	1" = 40'
F.B. N/A	PAGE N/A
DRAWN BY:	GTP
SHEET:	2 OF 2

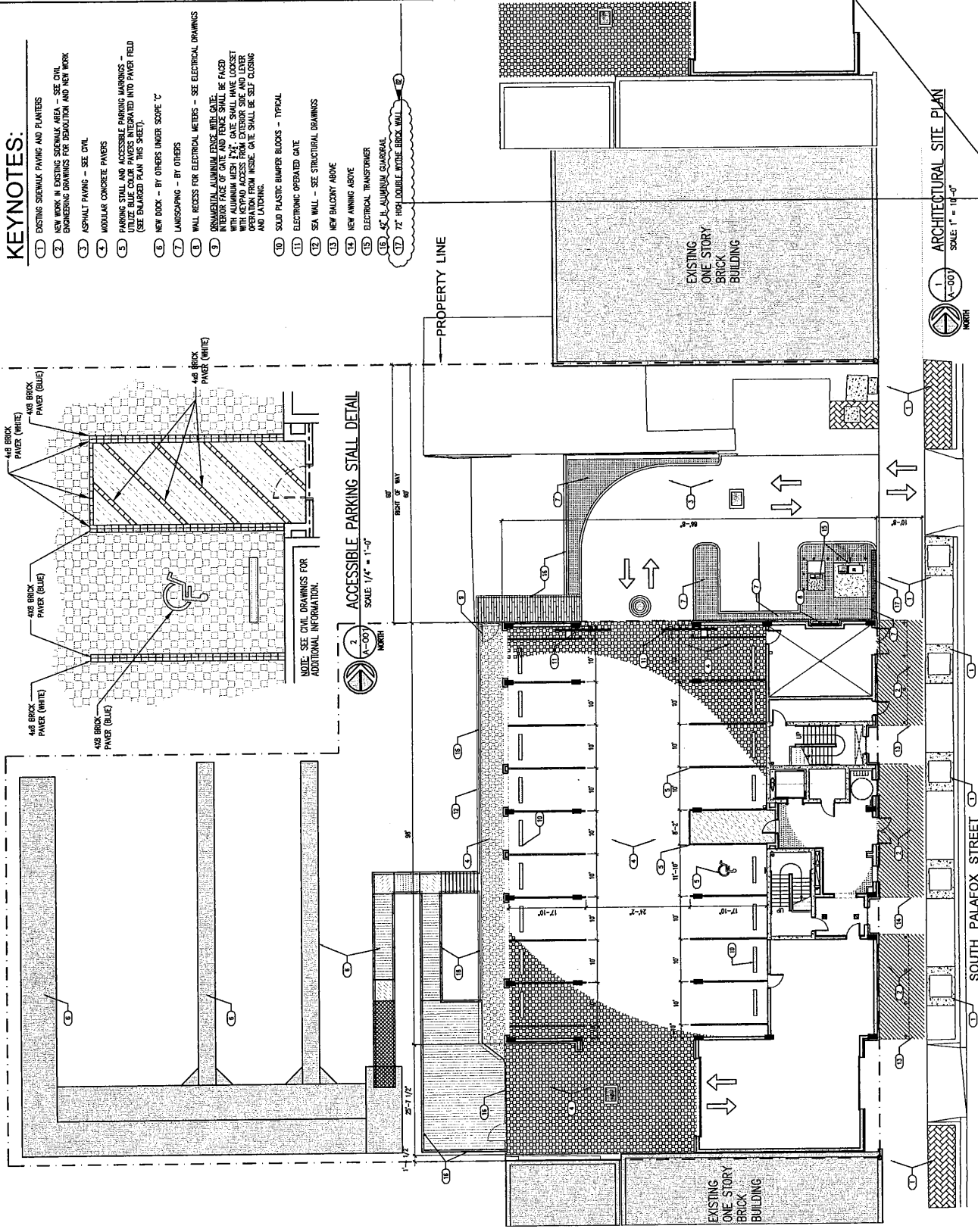
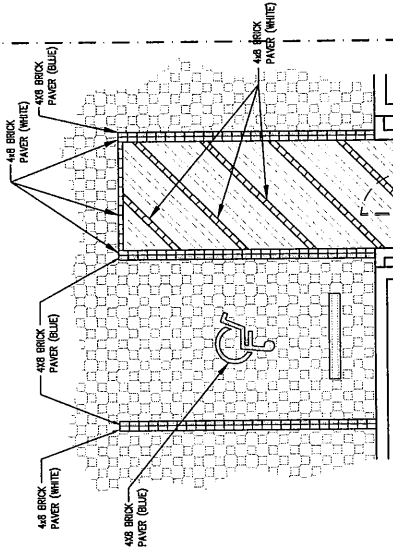
**KEYNOTES:**

- 1 EXISTING SIDEWALK PAVING AND PLANTERS
- 2 NEW WORK IN EXISTING SIDEWALK AREA - SEE CIVIL ENGINEERING DRAWINGS FOR DEMOLITION AND NEW WORK
- 3 ASPHALT PAVING - SEE CIVIL
- 4 MODULAR CONCRETE PAVERS
- 5 PARKING STALL AND ACCESSIBLE PARKING MARKINGS - UTILIZE BLUE COLOR PAVERS INTEGRATED INTO PAVEMENT (SEE ENLARGED PLAN THIS SHEET).
- 6 NEW DOCK - BY OTHERS UNDER SCOPE 'C'
- 7 LANDSCAPING - BY OTHERS
- 8 WALL RECESS FOR ELECTRICAL METERS - SEE ELECTRICAL DRAWINGS
- 9 ORNAMENTAL ALUMINUM FINISH OVER GATE
- 10 ALUMINUM MESH 1/2" GATE SHALL HAVE LOCKSET WITH KEYPAD ACCESS FROM EXTERIOR SIDE AND LEVER OPERATION FROM INSIDE. GATE SHALL BE SELF CLOSING AND LATCHING.
- 11 SOLID PLASTIC BUMPER BLOCKS - TYPICAL
- 12 ELECTRONIC OPERATED GATE
- 13 SEA WALL - SEE STRUCTURAL DRAWINGS
- 14 NEW BALCONY ABOVE
- 15 NEW AWNING ABOVE
- 16 ELECTRICAL TRANSFORMER
- 17 4" ALUMINUM CHANNEL
- 18 7" HIGH DOUBLE BTYPE BRICK WALL

NOTE: SEE CIVIL DRAWINGS FOR ADDITIONAL INFORMATION.

**2 ACCESSIBLE PARKING STALL DETAIL**

SCALE: 1/4" = 1'-0"



**1 ARCHITECTURAL SITE PLAN**

SCALE: 1" = 10'-0"



SOUTH PALAFOX STREET

EXISTING ONE STORY BRICK BUILDING

EXISTING ONE STORY BRICK BUILDING

RIGHT OF WAY

**GENERAL NOTES:**

1. ALL DIMENSIONS ARE TO FACE OF CONCRETE, FACE OF CUR WALL, FACE OF CONCRETE AND CENTER OF OPENING OR STRUCTURAL GRID LINE, UNLESS NOTED OTHERWISE.
2. CONTRACTOR TO VERIFY ALL DIMENSIONS IN THE FIELD.
3. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE. WALL SECTIONS AND SLAB ELEVATION HEIGHTS INFORMATION.
4. SEE CIVIL DRAWINGS FOR CURB AND SIDEWALK INFORMATION. COORDINATE REFLECTED CEILING PLAN (RCP) AND ACCESS INFORMATION WITH ELECTRICAL, MECHANICAL & FIRE PROTECTION DRAWINGS.
5. REFER TO SHEET A-100 FOR RAMP & WALKWAY TYPES.
6. REFER TO SHEET A-101 FOR RAMP SCHEDULE.

**KEYNOTES:**

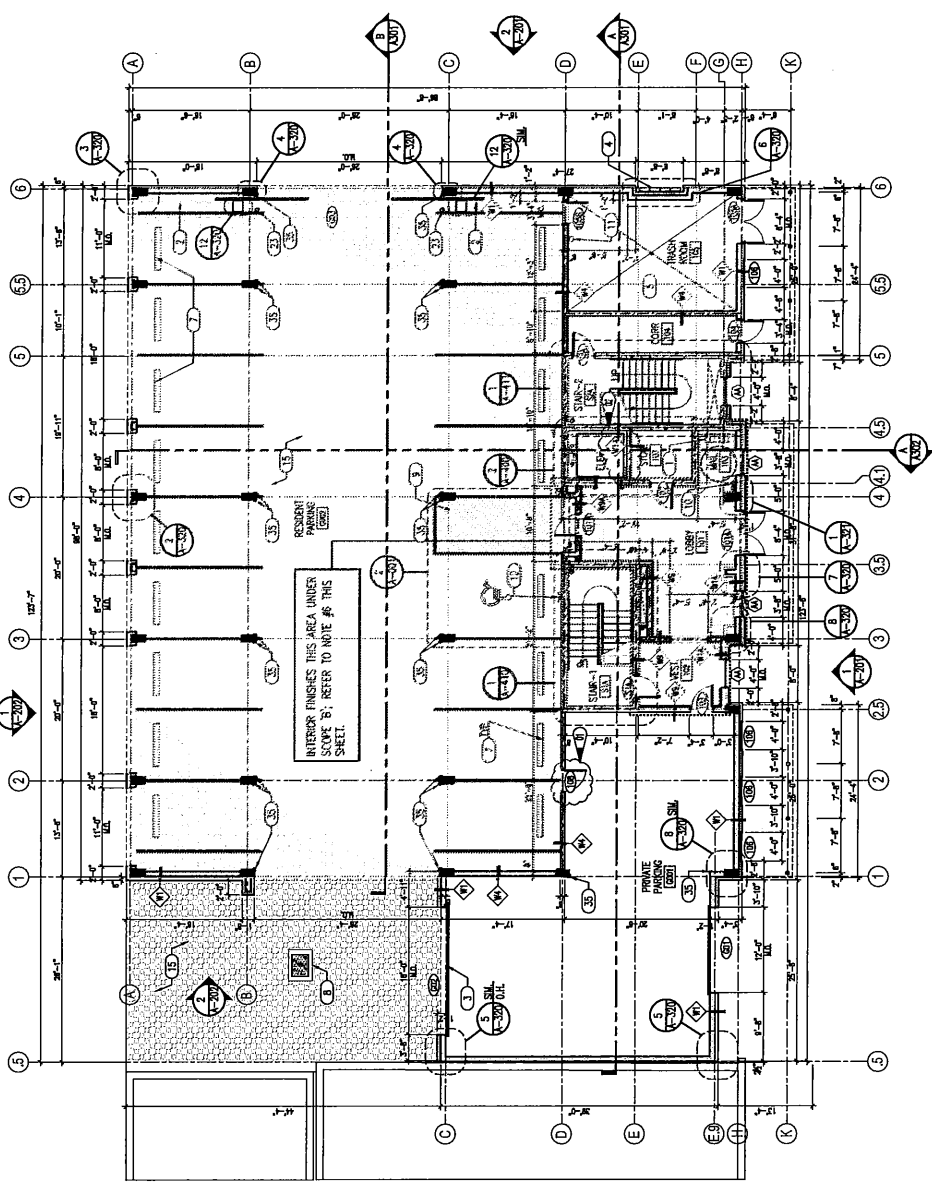
1. MAXIMUM LEVEL SURFACE FINISH (SCOPE B).
2. ALUMINA PAINT - SPACING UNDETERMINED.
3. OVERHEAD GARAGE DOOR.
4. ELECTRIC METERS (SEE ELECTRICAL).
5. ROLL BACK FINISH OVER WATERPROOF MEMBRANE (SCOPE B).
6. ELEVATOR CONTROLLER EQUIPMENT (SCOPE B).
7. HIGH RUBBER BANDER CAR.
8. MEET DRAIN - SEE CIVIL DRAWINGS FOR LOCATIONS.
9. CONCRETE FINISH WITH SHIMING.
10. PRE-EXPOSED, SEMI-EXPOSED MOUNTED (SCOPE B).
11. BRACKET HANGERS, BRACKET MOUNTED (SCOPE B).
12. ACCESSIBLE HANGING SIGN (WALL MOUNTED) (SEE CIVIL DRAWINGS FOR ADDITIONAL INFORMATION).
13. POOL EQUIPMENT & SPA (SCOPE B).
14. SWAD ACCESS HATCH.
15. MODULAR CONCRETE PAVEMENT.
16. PRIMARY & SECONDARY ROOF DRAINS.
17. TRIM-WALL STOPPER.
18. GROUT APPLIED WATERPROOF MEMBRANE ROOFING.
19. GROUT APPLIED TRAFFIC MEMBRANE.
20. ROOF DRAIN FINISH.
21. ORNAMENTAL STRUCTURAL STEEL COLUMN.
22. ALUMINA GROUT/JOINT SYSTEM.
23. 4" DUAL PIPE ROLL-UP.
24. SINGLE-PAY ROOFING SYSTEM.
25. STANDING SEAM METAL ROOFING.
26. MECHANICAL ROOFING SYSTEM WITH DRAINING SYSTEM, RESEALING SYSTEM, AS SPECIFIED (SCOPE B). LOCATE PER FINAL INTERIOR UNIT FLOOR PLANS.
27. COMBINATION PRIMARY & SECONDARY ROOF DRAINS.
28. BRONZE "JAMES TANGLE" OVERFLOW SUPPORTS (SEE ELECTRICAL DRAWING UNDER SCOPE B). SUPPORTS: CLAS, ETC. UNDER SCOPE A).
29. MECHANICAL EXHAUST (SCOPE A).
30. GLASS RAINING SYSTEM.
31. STRUCTURAL STEEL COLUMN WITH COMPOSITE COLUMN COVER.
32. BRICK PLASTER WITH CAST STONE CAP.
33. 6"x6" PRE-FINISHED ALUMINA GUTTER.
34. RUBBER CORNER GUARD.
35. 6"x6" PRE-FINISHED ALUMINA DOWNSPOUT.
36. FINISH ON STRUCTURAL CONCRETE COLUMN.

701 S. PALAFOX CONDOMINIUMS (CORE & SHELL)

PENSACOLA, FL

REVISIONS:  
 1. REVISION B - 12/01/14  
 2. REVISION A - 1/01/15

DRAWN BY: D.A.P. RAP  
 CHECKED BY: B.C.S. RM  
 PROJECT NO. 1316  
 DATE: 12/1/14  
 SHEET TITLE:  
 1ST FLOOR PLAN  
 SHEET NO.:  
**A-101**



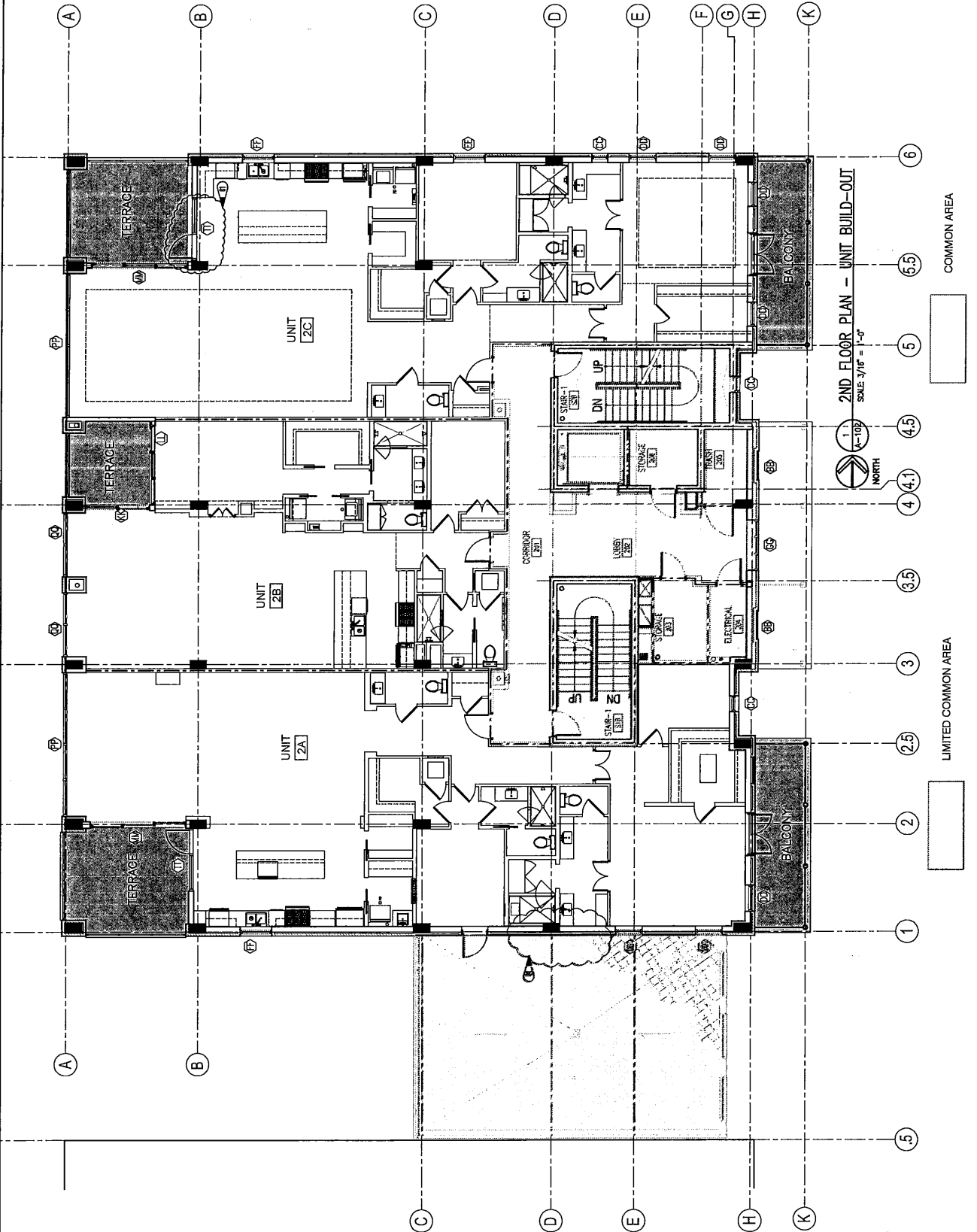
**1ST FLOOR PLAN**  
 SCALE: 1/8" = 1'-0"



COMMON AREA

**WALL LEGEND:**

- CONCRETE STRUCTURE
- BRICK VENEER / AIR SPACE CMU WALL CONSTRUCTION
- BRICK VENEER / AIR SPACE METAL STUD WALL CONSTRUCTION
- (NON-RATED) G.I.S. WALL CONSTRUCTION (FOR FIRE RATED WALL CONSTRUCTION AS SCHEDULED)
- (FOR FIRE RATED) WALL CONSTRUCTION AS SCHEDULED
- STRUCTURAL CONCRETE COLUMN

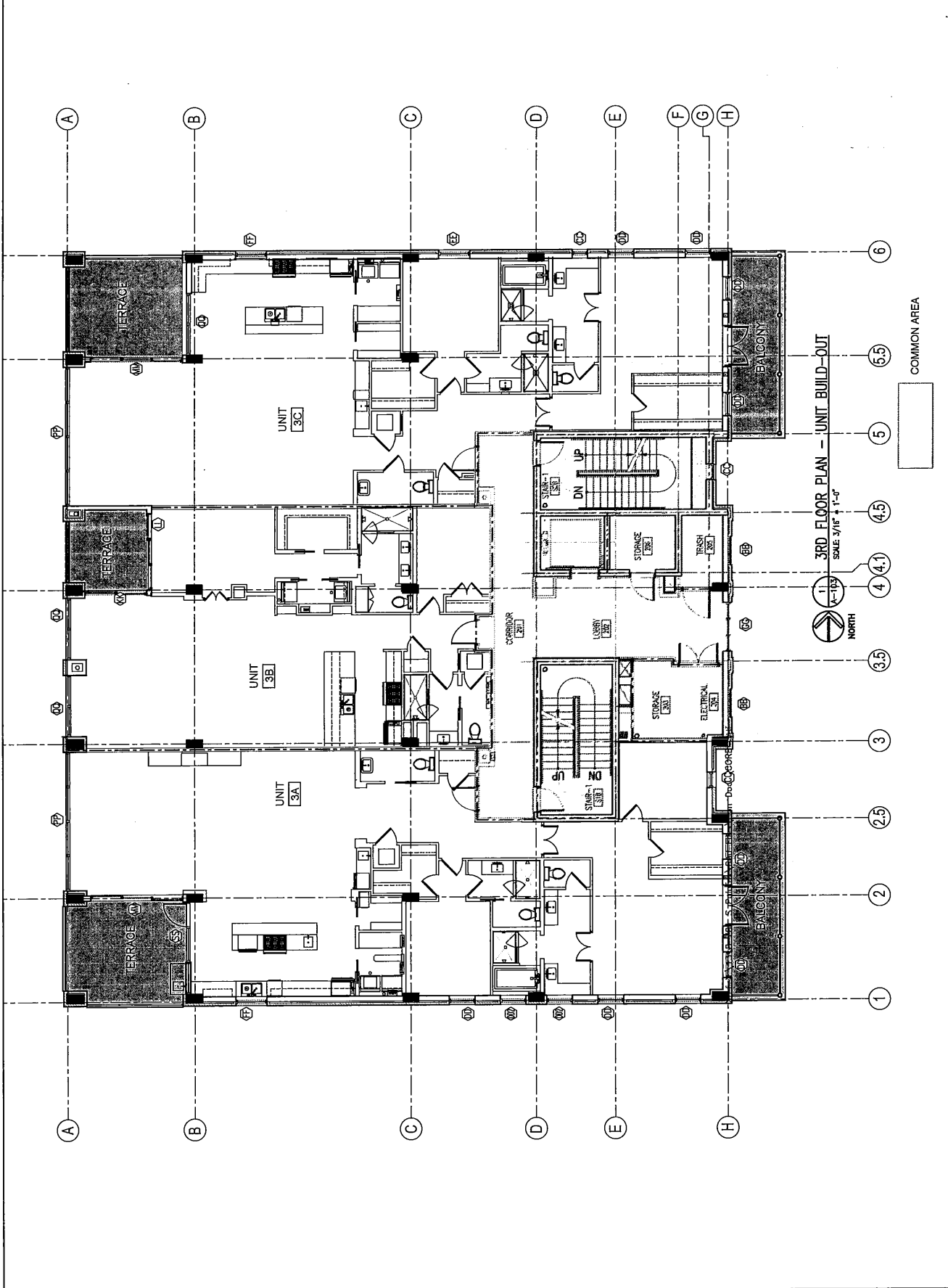


1. 2ND FLOOR PLAN - UNIT BUILD-OUT  
 SCALE: 3/16" = 1'-0"



LIMITED COMMON AREA

COMMON AREA



**smp.**  
 SOUTHERN METAL PRODUCTS  
 1000 N. UNIVERSITY AVENUE, SUITE 100  
 TAMPA, FLORIDA 33606  
 (813) 288-1000  
 FAX: (813) 288-1001  
 WWW.SMP.COM

Notes, Interests, Transmittals  
 DESCRIPTION:

701 S. PALAFOX  
 CONDOMINIUMS  
 (BUILD-OUT)

PENSACOLA, FL

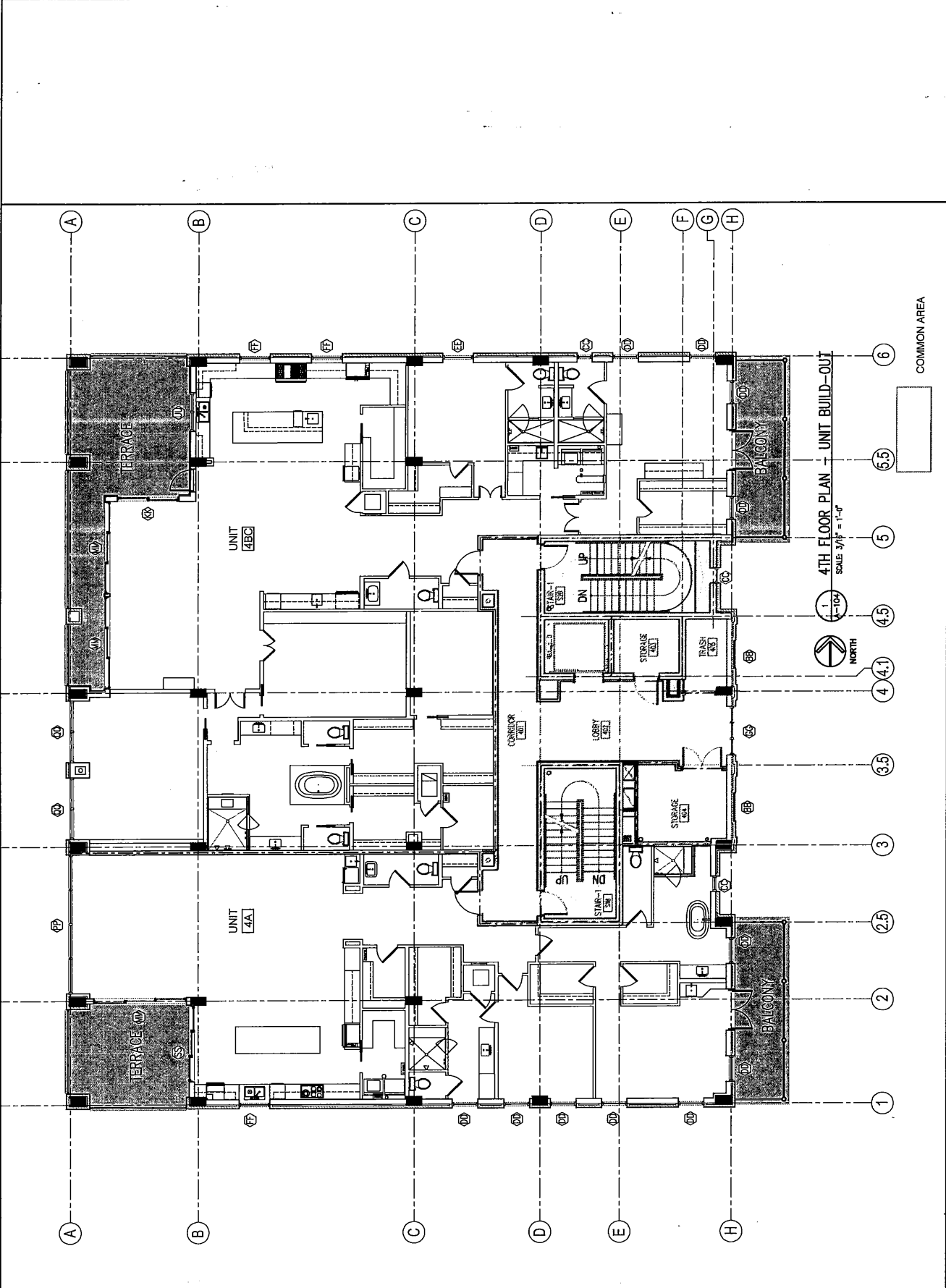
REVISIONS:

REVISION NO. DATE DESCRIPTION

DRAWN BY:  
 CHECKED BY:  
 PROJECT NO. 1318-80

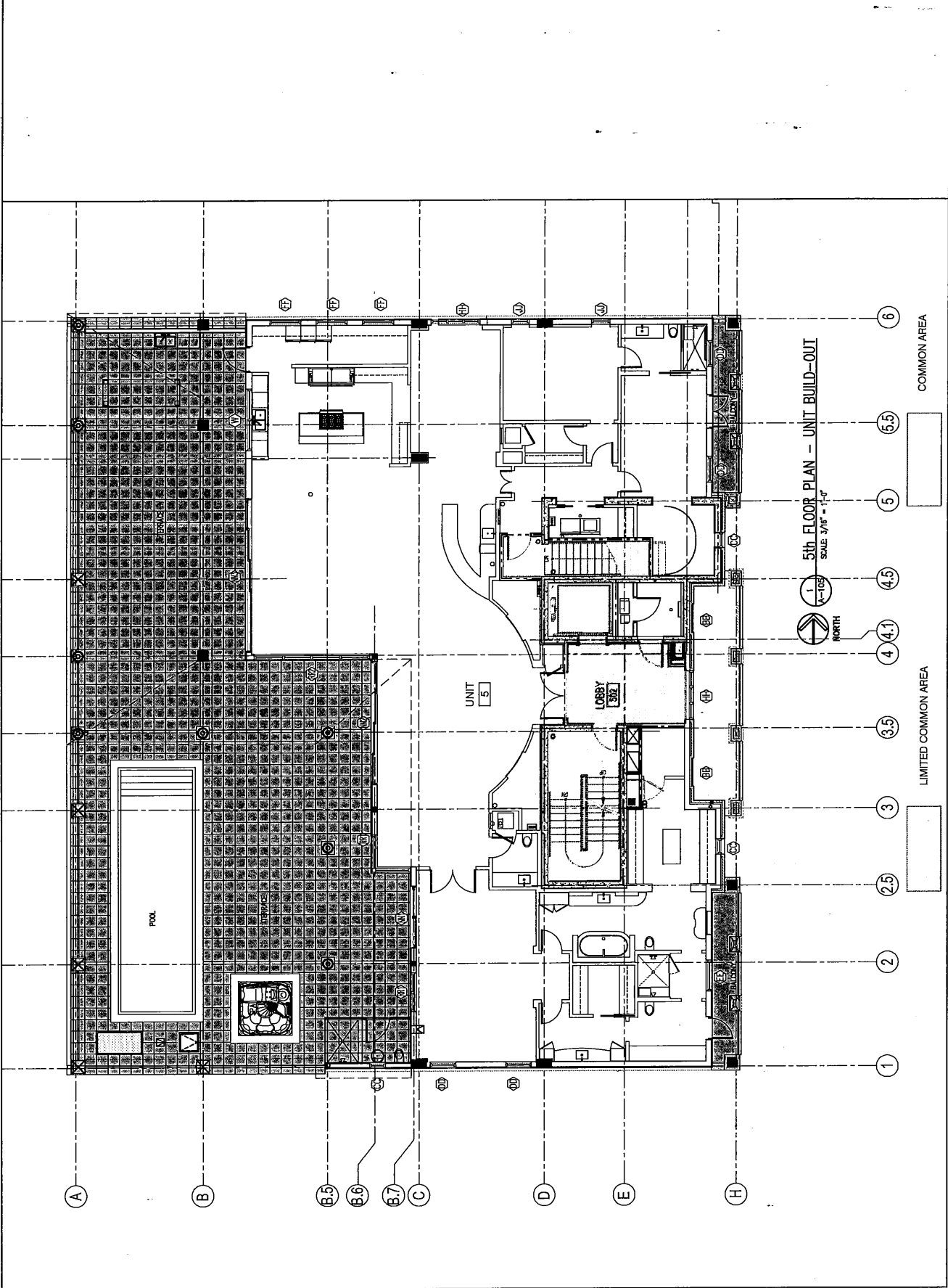
DATE: 3/9/15  
 SHEET TITLE:  
 4TH FLOOR PLAN  
 UNIT BUILD-OUT

SHEET NO.:  
**A-104**



4TH FLOOR PLAN - UNIT BUILD-OUT  
 SCALE 3/16" = 1'-0"

COMMON AREA



5th FLOOR PLAN -- UNIT BUILD-OUT  
 SCALE: 3/16" = 1'-0"

COMMON AREA

LIMITED COMMON AREA



1.888.643.2772 | 850.432.2597  
605.252.1922

CONTRACTOR:

701 S. PALAFOX  
CONDOMINIUMS  
(CORE & SHELL)

PENSACOLA, FL

ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE TO FACE OF CONCRETE UNLESS NOTED OTHERWISE.  
SEE STRUCTURAL DRAWINGS FOR ADDITIONAL BUILDING, WALL SECTIONS AND SLAB ELEVATION HEIGHTS INFORMATION.  
SEE CIVIL DRAWINGS FOR CURB AND SIDEWALK INFORMATION.  
SEE MECHANICAL DRAWINGS FOR MECHANICAL AND ACCESS PANEL LOCATIONS WITH ELECTRICAL, MECHANICAL, & FIRE PROTECTION DRAWINGS.  
REFER TO SHEET A-100 FOR WALL TYPES & FOR SCOPE 'B' OF FINISH SCHEDULE.  
REFER TO SHEET A-701 FOR DOOR & WINDOW TYPES.  
REFER TO SHEET A-801 FOR FINISH SCHEDULE.

REVISIONS:  
① REVISION α - 1/9/15

**GENERAL NOTES:**

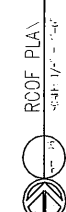
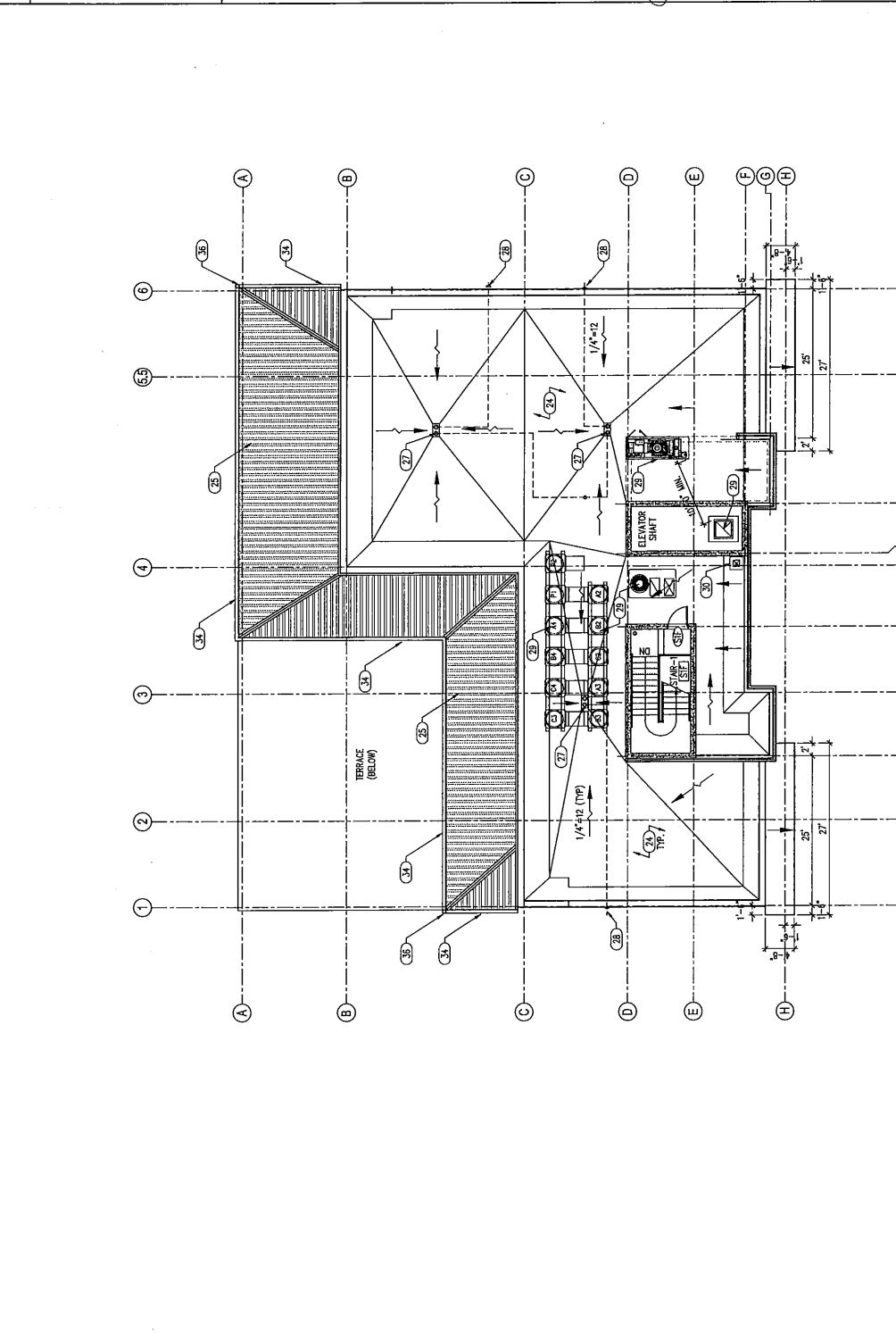
- ALL DIMENSIONS ARE TO FACE OF STUDIOS, FACE OF CURB STRUCTURAL GRW LINE, UNLESS NOTED OTHERWISE.
- SEE MECHANICAL DRAWINGS FOR MECHANICAL AND ACCESS PANEL LOCATIONS WITH ELECTRICAL, MECHANICAL, & FIRE PROTECTION DRAWINGS.
- REFER TO SHEET A-100 FOR WALL TYPES & FOR SCOPE 'B' OF FINISH SCHEDULE.
- REFER TO SHEET A-701 FOR DOOR & WINDOW TYPES.
- REFER TO SHEET A-801 FOR FINISH SCHEDULE.

**KEYNOTES:**

- ① MAXIMUM LINE, SURFACE MOUNT (SCOPE B).
- ② ALUMINUM DUAL-PARTING CANTILEVERED AUTOMATIC GATES.
- ③ OVERHEAD GARAGE DOOR.
- ④ ELECTRIC METERS (SEE ELECTRICAL).
- ⑤ POOL DECK FINISH OVER WATERPROOF MEMBRANE (SCOPE B).
- ⑥ ELEVATOR CONTROLLER EQUIPMENT (SCOPE B).
- ⑦ 6" HIGH RUBBER BUMPER CURB.
- ⑧ INLET DRAIN - SEE CIVIL DRAWINGS FOR LOCATIONS.
- ⑨ CONCRETE PAVERS WITH STRIPS (SCOPE B).
- ⑩ PRE-FINISHED, SELF-RESSES MOUNTED (SCOPE B).
- ⑪ FIRE EXTINGUISHER, BRACKET MOUNTED (SCOPE B).
- ⑫ ACCESSIBLE PARKING SPOT (WALL MOUNTED) (SEE CIVIL DRAWINGS FOR ADDITIONAL INFORMATION).
- ⑬ POOL, POOL EQUIPMENT & SPA (SCOPE B).
- ⑭ 30x30 ACCESS HATCH.
- ⑮ MODULAR CONCRETE PAVES.
- ⑯ PRIMARY & SECONDARY ROOF DRAINS.
- ⑰ THRU-WALL SCUPPER.
- ⑱ LIQUID APPLIED WATERPROOF MEMBRANE ROOFING.
- ⑲ LIQUID APPLIED TRAFFIC MEMBRANE.
- ⑳ ROOF DRAIN PANS.
- ㉑ ORNAMENTAL STRUCTURAL STEEL COLUMN.
- ㉒ ALUMINUM GUMPHALL SYSTEM.
- ㉓ 6" GALV. PIPE (EXCLUDED).
- ㉔ SINGLE-PLY OR MODIFIED BITUMEN ROOFING SYSTEM.
- ㉕ STANDING SEAM METAL ROOFING.
- ㉖ OTHER MECHANICAL, ELECTRICAL & PLUMBING VERTICAL PENETRATIONS, TYPICAL AS INDICATED (SCOPE B). LOCATE PER FINAL INTERIOR UNIT FLOOR PLANS.
- ㉗ COMBINATION PRIMARY & SECONDARY ROOF DRAINS.
- ㉘ BRONZE "LAMB'S TONGUE" OVERFLOW SCUPPER.
- ㉙ ELECTRICAL/MECHANICAL EQUIPMENT UNDER SCOPE 'B', SUPPORTS, CURB, ETC. UNDER SCOPE 'A'.
- ㉚ MECHANICAL EXHAUST (SCOPE A).
- ㉛ GLASS RAINING SYSTEM.
- ㉜ STRUCTURAL STEEL COLUMN WITH COMPOSITE COLUMN COVER.
- ㉝ BRICK PAVER WITH CAST STONE CHIP.
- ㉞ 6"x6" PRE-FINISHED ALUMINUM GUTTER.
- ㉟ RUBBER CORNER GUARD.
- ㊱ 6"x6" PRE-FINISHED ALUMINUM DOWNSPOUT.
- ㊲ EPF FINISH ON STRUCTURAL CONCRETE COLUMN.

**WALL LEGEND:**

- CONCRETE STRUCTURE
- CONCRETE WALL CONSTRUCTION.
- BRICK VENEER / AIR SPACE C.A.U. WALL CONSTRUCTION.
- BRICK VENEER / AIR SPACE METAL STUD WALL CONSTRUCTION.
- (NON-RATED) G.I.S. WALL CONSTRUCTION
- (1HR FIRE RATED) WALL CONSTRUCTION AS SCHEDULED.
- (2HR FIRE RATED) WALL CONSTRUCTION AS SCHEDULED.
- STRUCTURAL CONCRETE COLUMN.



ROOF PLAN  
SCALE: 1/4" = 1'-0"

PROJECT NO. 1318  
DATE: 12/1/14  
SHEET TITLE:  
ROOF PLAN  
SHEET NO.:  
**A-106**



701 S PALAFOX  
CONDOMINIUMS  
(CORE & SHELL)

PENSACOLA, FL

ALL DRAWINGS AND MATERIAL SPECIFICATIONS SHALL BE SUBJECT TO THE ARCHITECT'S GENERAL NOTES AND THE NOTES ON THIS SHEET. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

REVISIONS:

1	REVISION 01 - 12/14/14
2	REVISION 02 - 1/19/15
3	REVISION 03 - 2/10/15
4	REVISION 04 - 3/14/15
5	REVISION 05 - 4/17/15
6	REVISION 06 - 5/14/15
7	REVISION 07 - 6/17/15
8	REVISION 08 - 7/17/15
9	REVISION 09 - 8/17/15
10	REVISION 10 - 9/17/15
11	REVISION 11 - 10/17/15
12	REVISION 12 - 11/17/15
13	REVISION 13 - 12/17/15
14	REVISION 14 - 1/17/16
15	REVISION 15 - 2/17/16
16	REVISION 16 - 3/17/16
17	REVISION 17 - 4/17/16
18	REVISION 18 - 5/17/16
19	REVISION 19 - 6/17/16
20	REVISION 20 - 7/17/16
21	REVISION 21 - 8/17/16
22	REVISION 22 - 9/17/16
23	REVISION 23 - 10/17/16
24	REVISION 24 - 11/17/16
25	REVISION 25 - 12/17/16

DATE: 12/17/14

SHEET TITLE: EXTERIOR ELEVATIONS

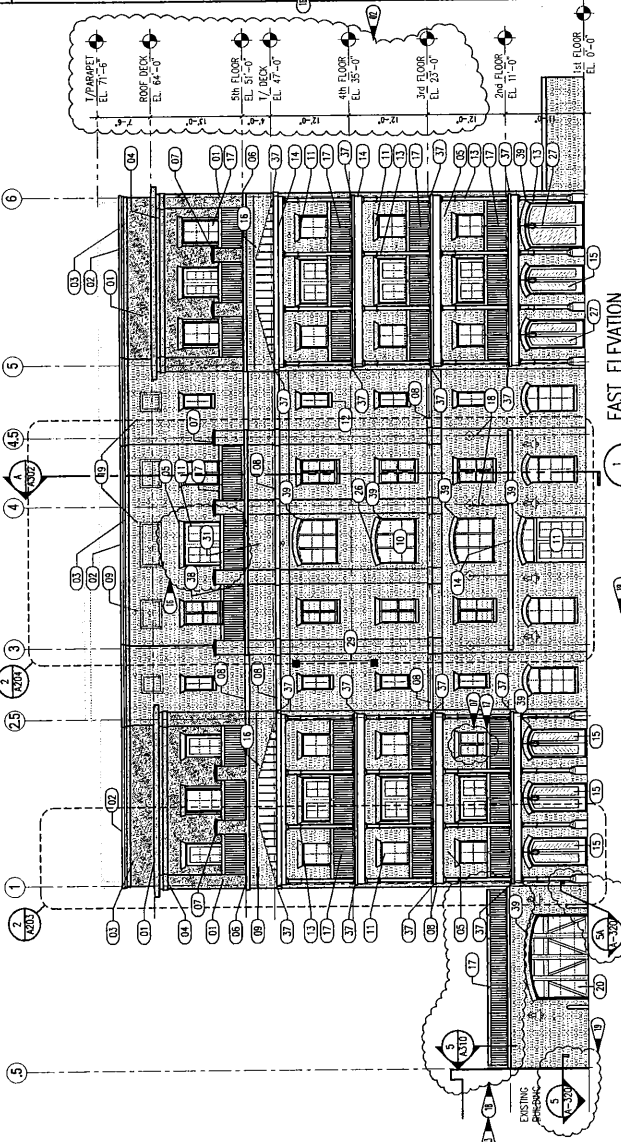
SHEET NO.: A-201

**KEY NOTES:**

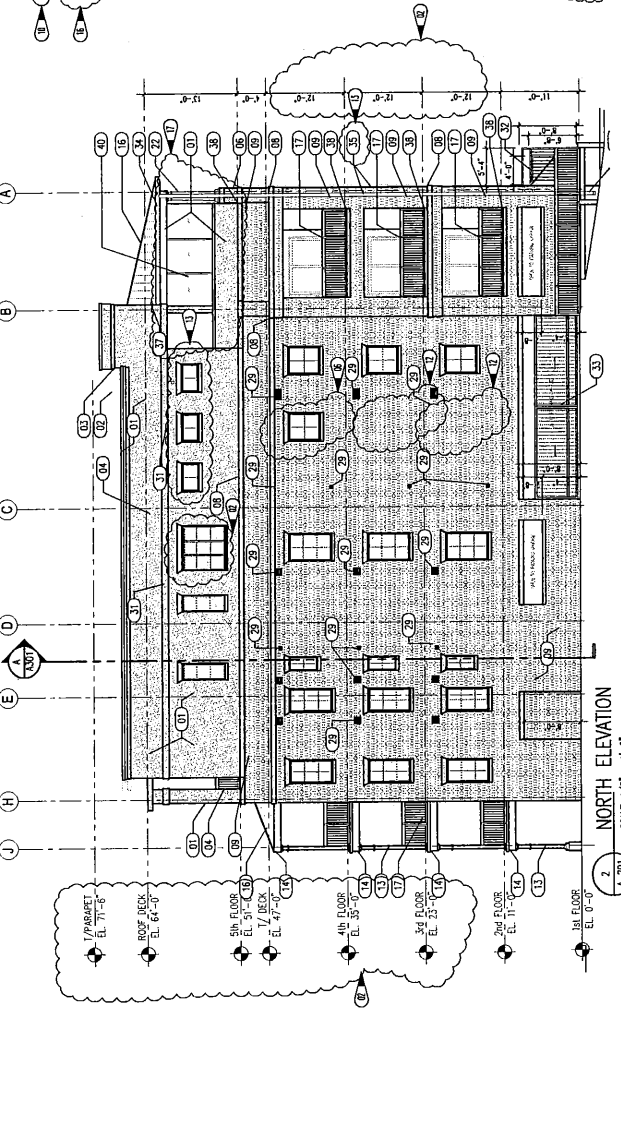
- (01) EXTERIOR INSULATING FINISH SYSTEM (EIFS).
- (02) CONT. PRE-FINISHED ALUMINUM COPIING.
- (03) BUILT-UP EIFS CORNICE.
- (04) BRICK JACK ARCH HEADER SYSTEM.
- (05) CONCRETE SLAB EDGE WITH LIQUID WATERPROOF MEMBRANE.
- (06) 4" (MIN) BRICK - COLOR "X".
- (07) ALUMINUM WINDOW UNIT AS SPECIFIED.
- (08) BRICK RIMWOOD SILL - SLOPED TO DRAIN.
- (09) DOMINANTLY STRUCTURAL STEEL COLUMN.
- (10) PRE-FINISHED ALUMINUM FRAME.
- (11) EXTERIOR SYSTEM WITH RAIN SCREEN SYSTEM.
- (12) ALUMINUM CURTAIN SYSTEM.
- (13) STEEL BALCONY SUPPORT ROBS. ANCHORED TO BUILDING.
- (14) LEAVE 1" SPACE AT INTERFACE OF MASONRY TO SUPPORT ROBS.
- (15) SOLID COURSE BRICK FEATURE BANDING.
- (16) GARAGE DOOR UNIT.
- (17) 4" DIAMETER CONCRETE FILLED BOLLARDS.
- (18) FIBERGLASS DECORATIVE COLUMN ENCLOSURE.
- (19) EIFS PANELS.
- (20) ALUMINUM WINDOW FRAMING SYSTEM.
- (21) SECONDARY BRICK-TO-WALL JOINTS.
- (22) BRICK RIMWOOD ARCH HEADER.
- (23) EXTERIOR DOOR - SEE SCHEDULE.
- (24) REINFORCED STRUCTURAL CONCRETE FLOOR SLAB.
- (25) EXTERIOR ALUMINUM LOUVER - SEE SCHEDULE/NOTES.
- (26) GLASS CURTAIN WALL SYSTEM.
- (27) BRONZE "LAMB'S TONGUE" OVERLAP JOINTS.
- (28) WOOD DOCK WITH ORNAMENTAL ALUMINUM SECURITY GATE INTERIOR FACE OF GATE AND FENCE SHALL BE FACED WITH ALUMINUM MESH. GATE SHALL HAVE LOCKSET WITH OPERATING MECHANISM. GATE SHALL BE SELF-CLOSING AND LATCHING. ALL WORK UNDER SCOPE "C".
- (29) MOTORIZED GATES - UNDER SCOPE "B".
- (30) 7/8" PRE-FINISHED ALUMINUM "GORE" OUTER COORDINATE WITH CIVIL SITE WORK.
- (31) 5/8" PRE-FINISHED ALUMINUM DOWNSPOUT.
- (32) 5/8" PRE-FINISHED ALUMINUM OUTER & COMPRESSION RIBS.
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- (94) 5/8" PRE-FINISHED ALUMINUM OUTER & COMPRESSION RIBS.
- (95) 5/8" PRE-FINISHED ALUMINUM OUTER & COMPRESSION RIBS.
- (96) 5/8" PRE-FINISHED ALUMINUM OUTER & COMPRESSION RIBS.
- (97) 5/8" PRE-FINISHED ALUMINUM OUTER & COMPRESSION RIBS.
- (98) 5/8" PRE-FINISHED ALUMINUM OUTER & COMPRESSION RIBS.
- (99) 5/8" PRE-FINISHED ALUMINUM OUTER & COMPRESSION RIBS.
- (100) 5/8" PRE-FINISHED ALUMINUM OUTER & COMPRESSION RIBS.

**GENERAL NOTES:**

1. ALL EIFS TO BE PRIME.
2. ALL EIFS SEALANTS TO BE APPLIED TO THE PRIME COAT NOT FINISH COAT.
3. EIFS TERMINATION AT FLASHING TO HAVE WEEPS IN SCALLOPED MORTAR.
4. ALL EXTERIOR SEALANT JOINTS TO BE A MINIMUM OF 1/8" WIDTH.
5. ALL MASONRY THRU WALL FLASHING TO HAVE END DIMS.



1 EAST ELEVATION  
SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION  
SCALE: 1/8" = 1'-0"

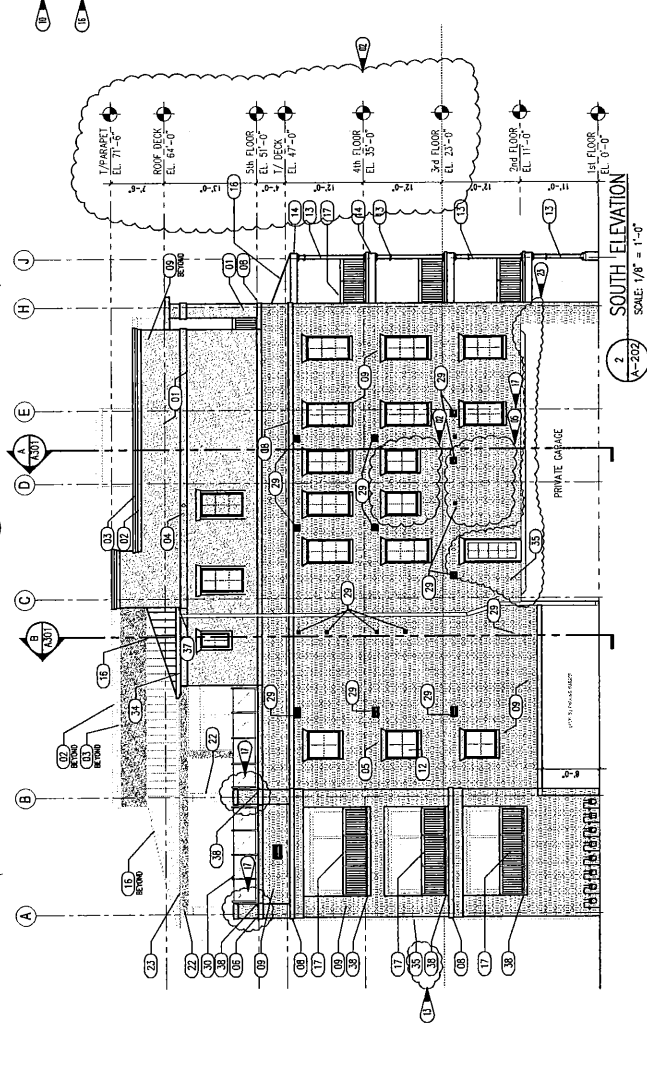
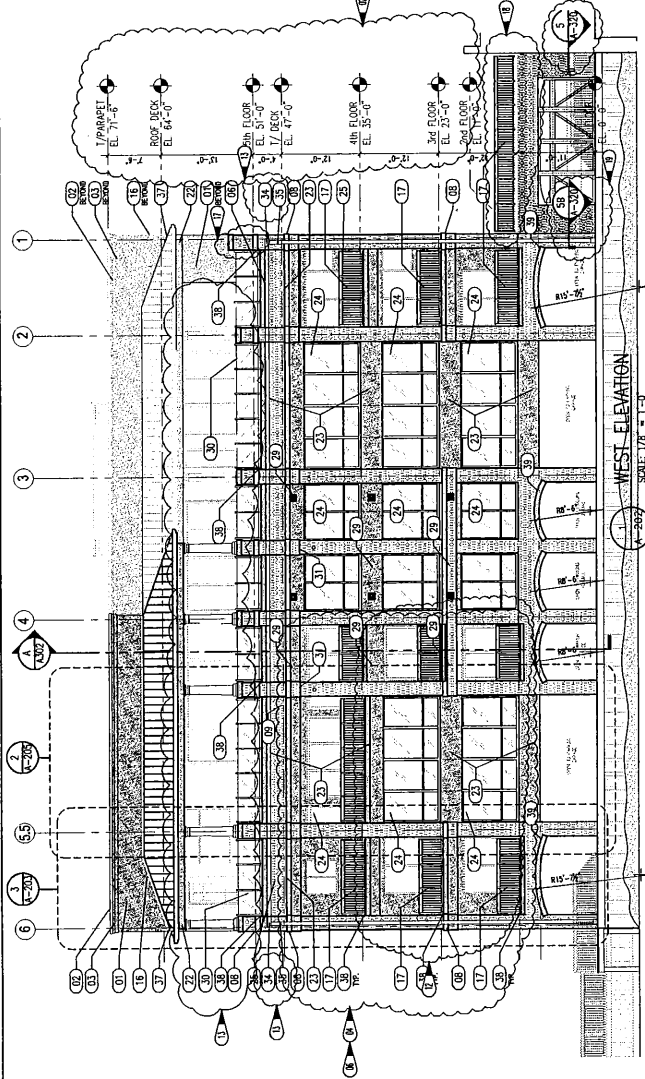


701 S PALAFOX CONDOMINIUMS (CORE & SHELL)  
PENSACOLA, FL  
ALL DIMENSIONS AND MATERIALS SHALL BE AS SHOWN UNLESS NOTED OTHERWISE.  
REFER TO THE ARCHITECTURAL SPECIFICATIONS FOR MATERIALS AND FINISHES.  
REVISIONS:  
1. REVISION 01 - 12/17/14  
2. REVISION 02 - 10/15  
3. REVISION 03 - 2/6/15  
4. REVISION 04 - 1/6/15  
5. REVISION 05 - 1/21/15  
6. REVISION 06 - 5/14/15  
7. REVISION 07 - 7/1/15  
8. REVISION 08 - 7/21/15  
9. REVISION 09 - 8/11/15  
10. REVISION 10 - 10/1/15  
11. REVISION 11 - 10/1/15  
12. REVISION 12 - 12/21/15  
13. REVISION 13 - 6/11/15  
14. REVISION 14 - 10/1/15  
15. REVISION 15 - 10/1/15  
16. REVISION 16 - 12/21/15  
17. REVISION 17 - 12/21/15  
18. REVISION 18 - 12/21/15  
19. REVISION 19 - 12/21/15  
20. REVISION 20 - 12/21/15  
DRAWN BY: D.A.R., R.A.P.  
CHECKED BY: B.K.S., R.M.  
PROJECT NO. 1318  
DATE: 12/17/14  
SHEET TITLE: EXTERIOR ELEVATIONS  
SHEET NO.: A-202

KEY NOTES:

- (07) EXTERIOR INSULATING FINISH SYSTEM (EIF.S).
- (08) CONT. PRE-FINISHED ALUMINUM COPING.
- (09) BUILT-UP EIF.S CORNICE.
- (10) BUILT-UP EIF.S FEATURE BAND.
- (11) BRICK JACK ARCH HEADER SYSTEM.
- (12) CONCRETE SLAB EDGE WITH LIQUID WATERPROOF MEMBRANE.
- (13) CAST IN PLACE CONCRETE PLASTER CAP.
- (14) 4" (NOM.) BRICK - COLOR "B"
- (15) 4" (NOM.) BRICK - COLOR "A"
- (16) ALUMINUM WINDOW UNIT AS SPECIFIED.
- (17) BRICK ROMLOCK SILL - SLOPED TO DRAIN.
- (18) ORNAMENTAL STRUCTURAL STEEL COLUMN.
- (19) PRE-FINISHED ALUMINUM FLASHING.
- (20) CUSTOM COGNATE FIBER BOARD FASH SHUTTER.
- (21) ALUMINUM CASUAL SYSTEM.
- (22) STEEL BALCONY SHERRET RODS ANCHORED TO BUILDING.
- (23) LEAVE 2" SPACE AT INTERFACE OF MASONRY TO SUPPORT RODS.
- (24) SOLIDER COARSE BRICK FEATURE BANDING.
- (25) GARAGE DOOR UNIT.
- (26) 6" DIAMETER CONCRETE FILLED BOLLARDS.
- (27) FIBERGLASS DECORATIVE COLUMN ENCLOSURE.
- (28) BRICK PANELS.
- (29) ALUMINUM WINDOW FRAMING SYSTEM.
- (30) SECONDARY TRAIL-WALL SQUIPPER.
- (31) BRICK ROMLOCK ARCH HEADER.
- (32) EXTERIOR DOOR - SEE SCHEDULE.
- (33) REINFORCED STRUCTURAL CONCRETE FLOOR SLAB.
- (34) EXTERIOR ALUMINUM LOWER - (SEE DETAIL 76A/73D).
- (35) GLASS GUARDRAIL SYSTEM.
- (36) BRONZE T-JAMB'S TONGUE OVERFLOW SQUIPPER.
- (37) WOOD DECK WITH ORNAMENTAL ALUMINUM SECURITY GATE.
- (38) INTERIOR FACE OF GATE AND FENCE SHALL BE FACED WITH ALUMINUM MESH FLY GATE SHALL HAVE LOCKSET OPERATED FROM INSIDE. GATE SHALL BE SELF CLOSING AND LATCHING. ALL WORK UNDER SCOPE "C".
- (39) MOTORIZED GATES - UNDER SCOPE "B"
- (40) 6"x6" PRE-FINISHED ALUMINUM "DOME" GUTTER.
- (41) 6"x6" PRE-FINISHED ALUMINUM DOWNSPOUT.
- (42) COORDINATE WITH CIVIL SITE WORK.
- (43) 6"x6" PRE-FINISHED ALUMINUM GUTTER & DOWNSPOUT.
- (44) 6"x6" PRE-FINISHED ALUMINUM GUTTER & DOWNSPOUT.
- (45) BALCONY FLASHING - TYP. AT BRICK PLASTER.
- (46) ROUNDED SLOPED ANGLE LITE, W/END DAMS TYPICAL AT ALL ARCHED BRICK OPENINGS.
- (47) IMPACT-RESISTANT LAMINATED GLASS PANEL.

- GENERAL NOTES:
- ALL EIFS TO BE PRIMED.
  - ALL EIFS SEALANTS TO BE APPLIED TO THE PRIME COAT.
  - EIFS TERMINATIONS AT FLASHING TO HAVE KEEPS IN SEALANT JOINTS EVERY 8 INCHES.
  - ALL EXTERIOR SEALANT JOINTS TO BE A MINIMUM OF 2" WIDE.
  - ALL MASONRY THRU WALL FLASHING TO HAVE END DAMS.



WEST ELEVATION  
SCALE: 1/8" = 1'-0"

SOUTH ELEVATION  
SCALE: 1/8" = 1'-0"

LINE: Integral, Trussable  
 CERTIFICATION:

701 S. PALAFOX  
 APARTMENTS  
 (BUILD-OUT)

PENSACOLA, FL

ALL DIMENSIONS AND CENTER LINES UNLESS NOTED OTHERWISE.  
 DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
 DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.  
 DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
 DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.

REVISION: 1: 10/1/15

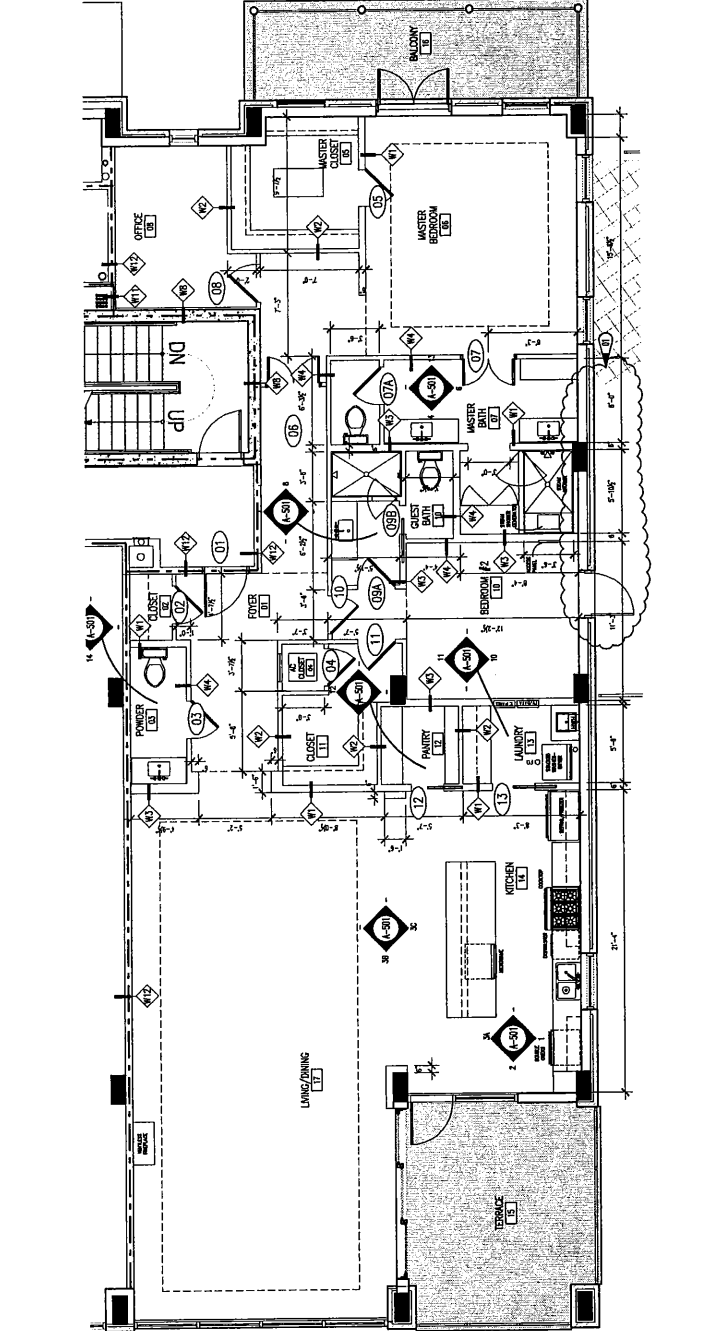
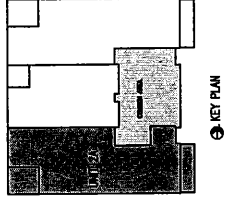
DRAWN BY:  
 CHECKED BY:  
 PROJECT NO. 1318-B0  
 DATE: 3/9/16  
 SHEET TITLE:  
 ENLARGED PLAN  
 UNIT - 2A

SHEET NO.:

**A-401**

- GENERAL NOTES:**
1. DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
  2. WALL FACE OF CONCRETE AND CENTER OF OPENING OR STRUCTURAL GRID LINE, UNLESS NOTED OTHERWISE.
  3. CONTRACTOR TO VERIFY ALL DIMENSIONS IN THE FIELD. WALL SECTIONS AND SLAB ELEVATION HEIGHTS INFORMATION.
  4. SEE CIVIL DRAWINGS FOR CURB AND SIDEWALK INFORMATION. COORDINATE REFLECTED CEILING PLAN (RCP) AND ACCESS PANELS WITH ELECTRICAL, MECHANICAL, & FIRE PROTECTION DRAWINGS.
  5. REFER TO SHEET A-701 FOR DOOR & WINDOW TYPES.

- WALL LEGEND:**
- CONCRETE STRUCTURE
  - CMU WALL CONSTRUCTION
  - BRICK VENEER / AIR SPACE CMU WALL CONSTRUCTION
  - BRICK VENEER / AIR SPACE METAL STUD WALL CONSTRUCTION
  - (NON-RATED) G.A.S. WALL CONSTRUCTION
  - (UPR (OR FIRE RATED)) WALL CONSTRUCTION AS SPECIFIED
  - (OR FIRE RATED) WALL CONSTRUCTION AS SPECIFIED
  - STRUCTURAL CONCRETE COLUMN



1  
 1-401  
 NORTH  
 ENLARGED PLAN - UNIT 2A  
 SCALE: 1/4" = 1'-0"  
 2,538 S.F.

**GENERAL NOTES:**

1. ALL DIMENSIONS ARE TO FACE OF STUDS, FACE OF CMU WALL, FACE OF CONCRETE AND CENTER OF OPENING OR CENTER OF WINDOW UNLESS OTHERWISE NOTED.
2. REFER TO SHEET A-701 FOR DOOR & WINDOW TYPES.
3. SEE STRUCTURAL DRAWINGS FOR ADDITIONAL BUILDING WALL SECTIONS AND SLAB ELEVATION HEIGHTS WITH FINISHES.
4. COORDINATE REFLECTED CEILING PLAN (RCP) AND ACCESS PANEL LOCATIONS WITH ELECTRICAL, MECHANICAL, & FIRE PROTECTION DRAWINGS.
5. REFER TO SHEET A-701 FOR DOOR & WINDOW TYPES.

Notes Interpret: Transmittal  
 CONSTRUCTION

**WALL LEGEND:**

- CONCRETE STRUCTURE
- CMU WALL CONSTRUCTION
- BRICK VENEER / AIR SPACE CMU WALL CONSTRUCTION
- BRICK VENEER / AIR SPACE METAL STUD WALL CONSTRUCTION
- (NON-RATED) GALS. WALL CONSTRUCTION
- (1HR FIRE RATED) WALL CONSTRUCTION AS SCHEDULED
- (2HR FIRE RATED) WALL CONSTRUCTION AS SCHEDULED
- STRUCTURAL CONCRETE COLUMN

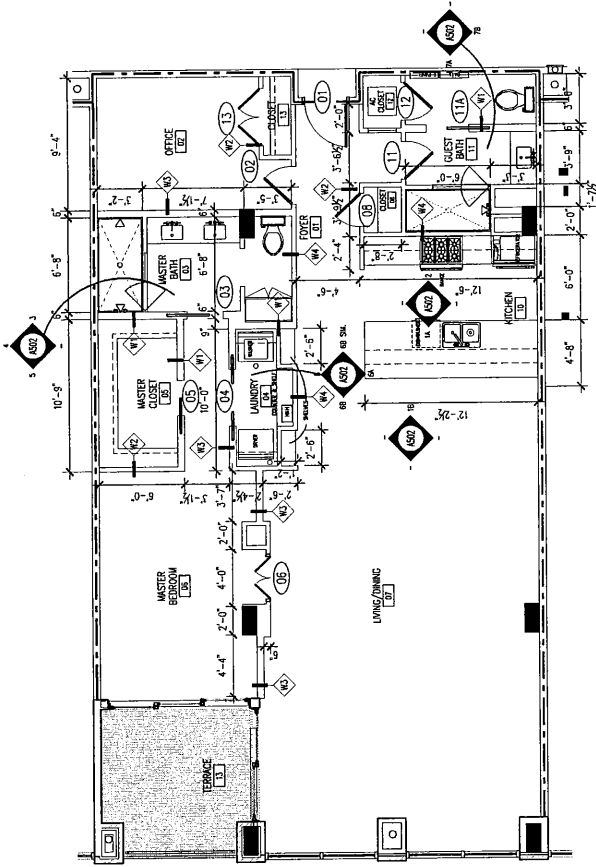
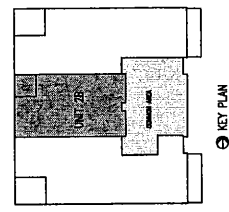
701 S. PALAFOX CONDOMINIUMS (BUILD-OUT)

PENSACOLA, FL

ALL DIMENSIONS AND HEIGHTS ARE TO FACE UNLESS OTHERWISE NOTED. SEE STRUCTURAL DRAWINGS FOR WALL SECTIONS AND SLAB ELEVATION HEIGHTS WITH FINISHES. COORDINATE REFLECTED CEILING PLAN (RCP) AND ACCESS PANEL LOCATIONS WITH ELECTRICAL, MECHANICAL, & FIRE PROTECTION DRAWINGS.

REVISIONS:

DRAWN BY:	
CHECKED BY:	
PROJECT NO.:	1316-80
DATE:	3/9/16
SHEET TITLE:	ENLARGED PLAN UNIT 2B
SHEET NO.:	A-402



1 ENLARGED PLAN - UNIT 2B  
 SCALE 1/4" = 1'-0"  
 1,670 S.F.  
 NORTH

**GENERAL NOTES:**

1. ALL DIMENSIONS ARE TO FACE OF STUDS, FACE OF CMU WALL, FACE OF CONCRETE AND CENTER OF OPENING OR CENTER OF WINDOW UNLESS OTHERWISE NOTED.
2. CONTRACTOR TO VERIFY ALL DIMENSIONS IN THE FIELD.
3. SEE STRUCTURAL DRAWINGS FOR ADDITIONAL BUILDING, WALL SECTIONS AND SLAB ELEVATION HEIGHTS INFORMATION.
4. COORDINATE ALL WORK WITH ELECTRICAL, MECHANICAL, AND PLUMBING CONTRACTORS.
5. COORDINATE REFLECTED CEILING PLAN (RCP) AND ACCESS PANEL LOCATIONS WITH ELECTRICAL, MECHANICAL, & FIRE PROTECTION DRAWINGS.
6. REFER TO SHEET A-701 FOR DOOR & WINDOW TYPES.

Notes Interpret, Transcribe, Construction.

**WALL LEGEND:**

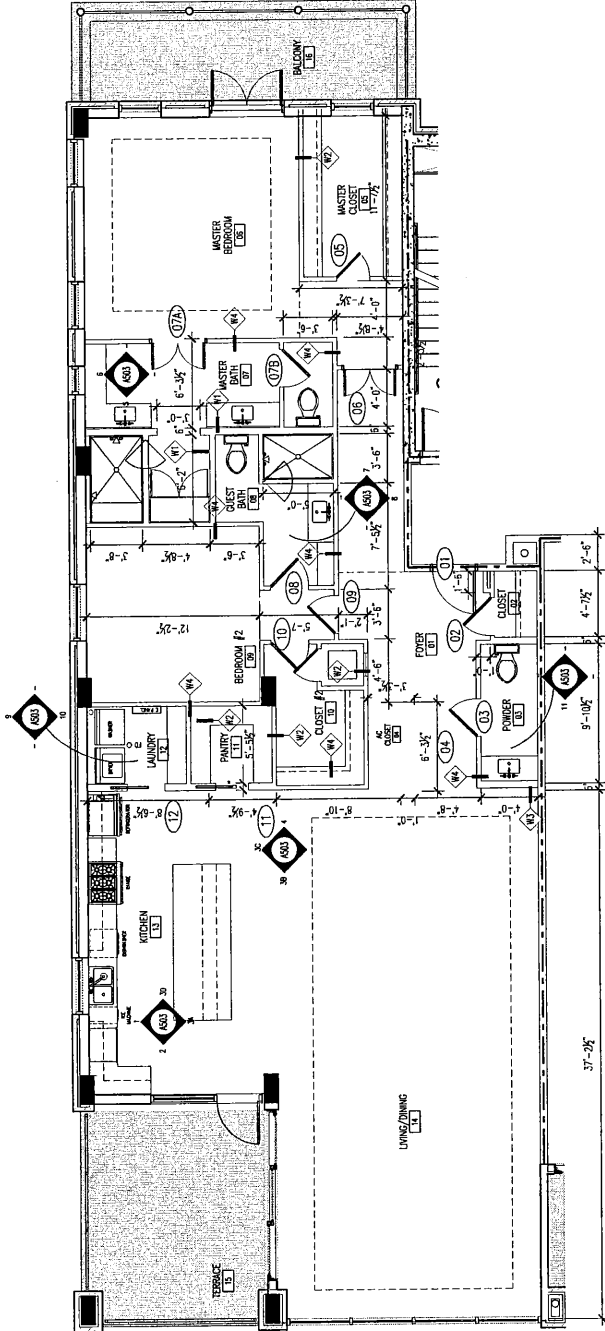
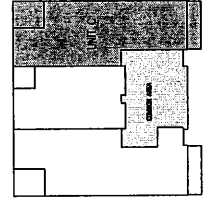
- CONCRETE STRUCTURE
- CMU WALL CONSTRUCTION
- BRICK VENEER / AIR SPACE CMU WALL CONSTRUCTION
- BRICK VENEER / AIR SPACE METAL STUD WALL CONSTRUCTION
- (NON-RATED) G.A.S. WALL CONSTRUCTION
- (1HR FIRE RATED) WALL CONSTRUCTION AS SCHEDULED
- (2HR FIRE RATED) WALL CONSTRUCTION AS SCHEDULED
- STRUCTURAL CONCRETE COLUMN

701 S. PALAFOX CONDOMINIUMS (BUILD-OUT)

PENSACOLA, FL

ALL DRAWINGS AND NOTES MATERIALS AND METHODS TO BE USED SHALL BE AS SHOWN UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL DIMENSIONS AND CONDITIONS IN THE FIELD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.

DRAWN BY:	
CHECKED BY:	
PROJECT NO.:	1316-B0
DATE:	3/9/16
SHEET TITLE:	ENLARGED PLAN UNIT 2C
SHEET NO.:	A-403



1 ENLARGED PLAN - UNIT 2C  
 SCALE: 1/8" = 1'-0"  
 NORTH

2,422 S.F.

KEY PLAN

**GENERAL NOTES:**

1. ALL DIMENSIONS ARE TO FACE OF STUDS, FACE OF CMU WALL, FACE OF CONCRETE AND CENTER OF OPENING OR CENTER OF FINISH WALL UNLESS OTHERWISE NOTED.
2. SEE STRUCTURAL DRAWINGS FOR ADDITIONAL BUILDING, WALL SECTIONS AND SLAB ELEVATION HEIGHTS INFORMATION.
3. COORDINATE REFLECTED CEILING PLAN (RCP) AND ACCESS PANEL LOCATIONS WITH ELECTRICAL, MECHANICAL & FIRE PROTECTION DRAWINGS.
4. REFER TO SHEET A-701 FOR DOOR & WINDOW TYPES.

**WALL LEGEND:**

- CONCRETE STRUCTURE
- CMU WALL CONSTRUCTION
- BRICK VENEER / AIR SPACE CMU WALL CONSTRUCTION
- BRICK VENEER / AIR SPACE METAL STUD WALL CONSTRUCTION
- (NON-RATED) C.M.S. WALL CONSTRUCTION
- (1HR FIRE RATED) WALL CONSTRUCTION AS SCHEDULED
- (2HR FIRE RATED) WALL CONSTRUCTION AS SCHEDULED
- STRUCTURAL CONCRETE COLUMN



701 S. PALAFOX CONDOMINIUMS (BUILD-OUT)

PENSACOLA, FL

ALL DIMENSIONS ARE TO FACE OF STUDS, FACE OF CMU WALL, FACE OF CONCRETE AND CENTER OF OPENING OR CENTER OF FINISH WALL UNLESS OTHERWISE NOTED.

REVISIONS:

REVISION # - 11/7/15

DRAWN BY:

CHECKED BY:

PROJECT NO. 1316-B0

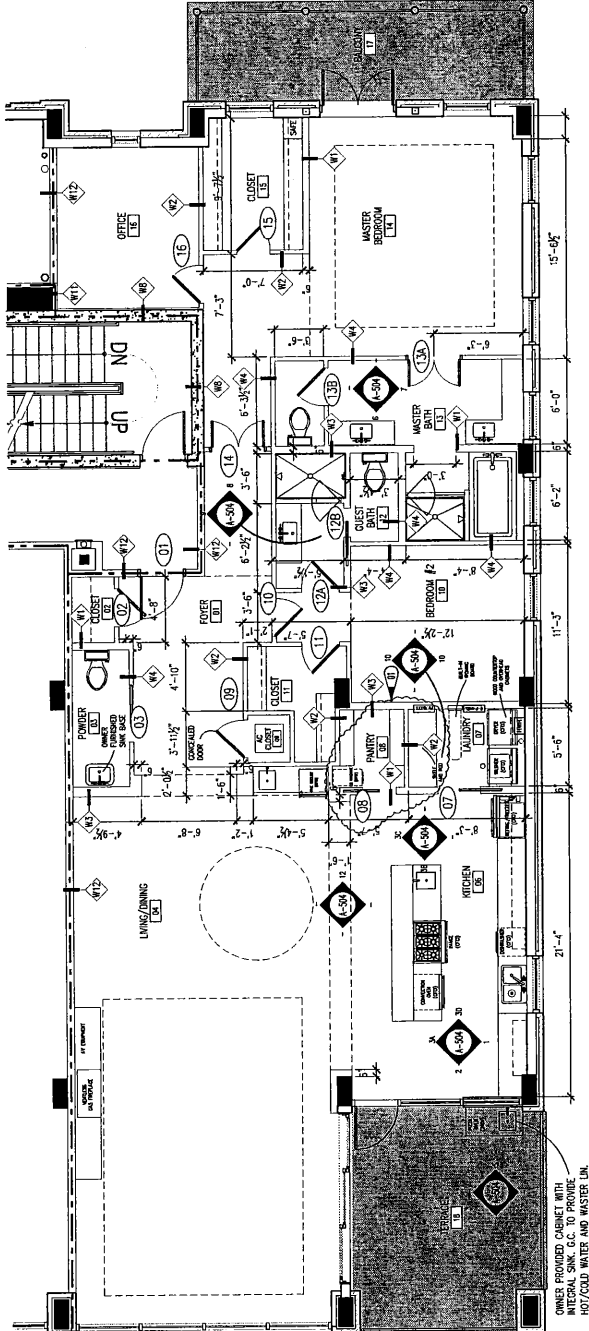
DATE: 3/9/16

SHEET TITLE:

ENLARGED PLAN UNIT -3A

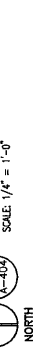
SHEET NO.:

A-404

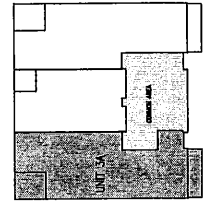


OWNER PROVIDED CABINET WITH INTERNAL SINK, G.C. TO PROVIDE HOT/COLD WATER AND WASTER LIN.

1 ENLARGED PLAN - UNIT 3A  
SCALE: 1/4" = 1'-0"



2,538 S.F.



KEY PLAN

**GENERAL NOTES:**

1. ALL DIMENSIONS ARE TO FACE OF STUDS, FACE OF CURB WALL, FACE OF CONCRETE AND CENTER OF OPENING OR STRUCTURAL GRID LINE, UNLESS NOTED OTHERWISE.
2. SEE MECHANICAL DRAWINGS FOR MECHANICAL ROOMS, WALL SECTIONS AND SLAB ELEVATION HEIGHTS INFORMATION.
3. SEE CIVIL DRAWINGS FOR CURB AND SIDEWALK INFORMATION.
4. COORDINATE REFERRED CEILING PLAN (CEP) AND ACCESS PANELS TO THIS PLAN.
5. REFER TO ELECTRICAL, MECHANICAL & FIRE PROTECTION DRAWINGS.
6. REFER TO SHEET A-701 FOR DOOR & WINDOW TYPES.

**WALL LEGEND:**

CONCRETE STRUCTURE

CMU WALL CONSTRUCTION

BRICK VENEER / AIR SPACE CMU WALL CONSTRUCTION

BRICK VENEER / AIR SPACE METAL STUD WALL CONSTRUCTION

(NON-RATED) G.I.S. WALL CONSTRUCTION

(FIR RATED) WALL CONSTRUCTION AS SCHEDULED

(FIR RATED) WALL CONSTRUCTION AS SCHEDULED

STRUCTURAL CONCRETE COLUMN

701 S. PALAFOX AVENUE  
 PENSACOLA, FLORIDA  
 (BUILD-OUT)

PENSACOLA, FL

ALL DIMENSIONS AND CENTER LINES UNLESS NOTED OTHERWISE. REFER TO MECHANICAL DRAWINGS FOR MECHANICAL ROOMS, WALL SECTIONS AND SLAB ELEVATION HEIGHTS INFORMATION. COORDINATE REFERRED CEILING PLAN (CEP) AND ACCESS PANELS TO THIS PLAN. REFER TO ELECTRICAL, MECHANICAL & FIRE PROTECTION DRAWINGS.

DRAWN BY:

CHECKED BY:

PROJECT NO. 1318-B0

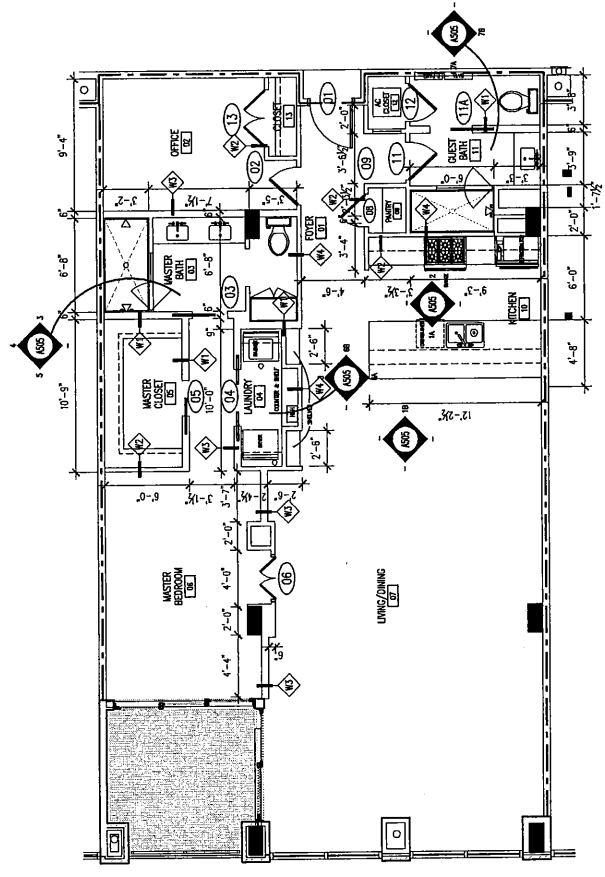
DATE: 3/9/16

SHEET TITLE:

ENLARGED PLAN  
 UNIT 3B

SHEET NO.:

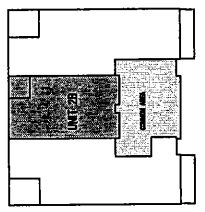
**A-405**



1  
 A-405  
 NORTH

ENLARGED PLAN - UNIT 3B  
 SCALE: 1/4" = 1'-0"

1,670 S.F.



KEY PLAN



**GENERAL NOTES:**

1. ALL DIMENSIONS ARE TO FACE OF STUDS, FACE OF CMU WALL, FACE OF CONCRETE, AND CENTER OF OPENING OR CENTER OF WINDOW UNLESS OTHERWISE NOTED.
2. CONTRACTOR TO VERIFY ALL DIMENSIONS IN THE FIELD.
3. SEE STRUCTURAL DRAWINGS FOR ADDITIONAL BUILDING, WALL, SECTION AND SLAB ELEVATION HEIGHTS INFORMATION.
4. SEE MECHANICAL DRAWINGS FOR ALL MECHANICAL INFORMATION.
5. COORDINATE REFLECTED CEILING PLAN (RCP) AND ACCESS PANEL LOCATIONS WITH ELECTRICAL, MECHANICAL, & FIRE PROTECTION DRAWINGS.
6. REFER TO SHEET A-701 FOR DOOR & WINDOW TYPES.

When Interest, Transmittal, Certification:

**WALL LEGEND:**

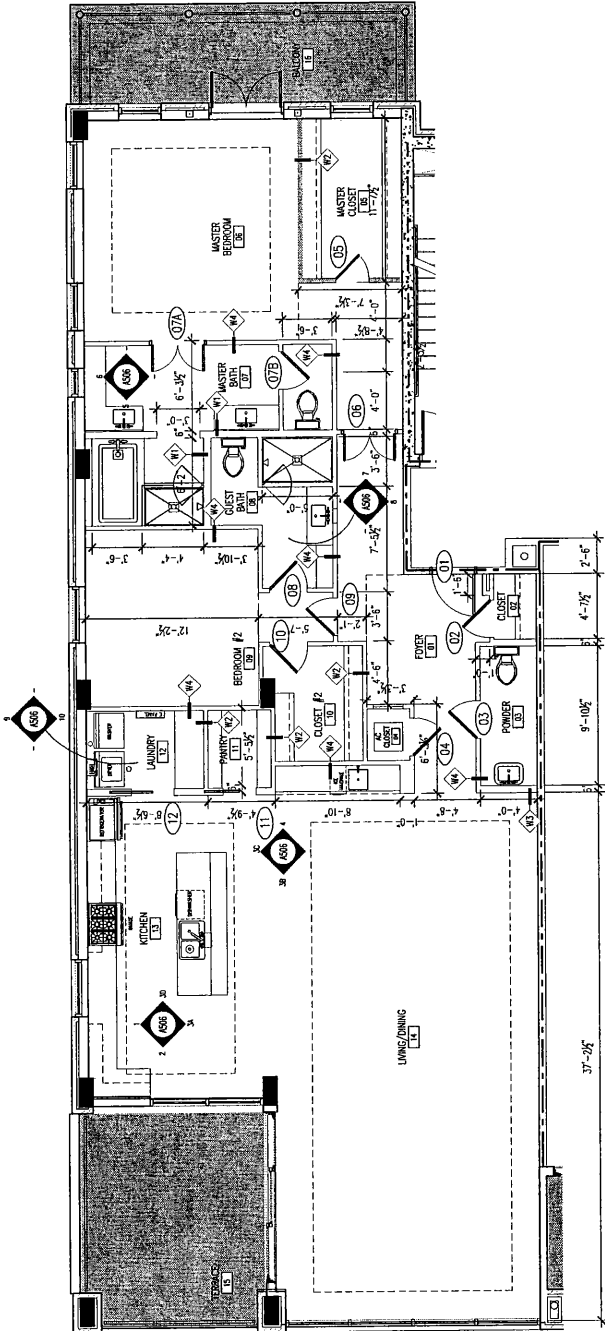
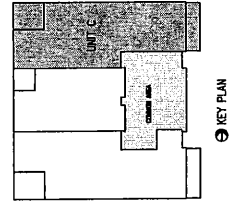
- CONCRETE STRUCTURE
- CMU WALL CONSTRUCTION
- BRICK VENEER / AIR SPACE CMU WALL CONSTRUCTION
- BRICK VENEER / AIR SPACE METAL STUD WALL CONSTRUCTION
- (NON-RATED) G.A.S. WALL CONSTRUCTION
- (1HR FIRE RATED) WALL CONSTRUCTION AS SCHEDULED
- (2HR FIRE RATED) WALL CONSTRUCTION AS SCHEDULED
- STRUCTURAL CONCRETE COLUMN

701 S. PALAFOX CONDOMINIUMS (BUILD-OUT)

PENSACOLA, FL

ALL DRAWINGS AND DETAILS SHALL BE SUBJECT TO THE APPROVAL AND SIGNATURE OF THE ARCHITECT. ANY CHANGES TO THE DRAWINGS SHALL BE MADE IN WRITING AND SHALL BE APPROVED BY THE ARCHITECT.

DRAWN BY:	
CHECKED BY:	
PROJECT NO.:	1319-90
DATE:	3/9/16
SHEET TITLE:	ENLARGED PLAN UNIT 3C
SHEET NO.:	A-406



**ENLARGED PLAN - UNIT 3C**  
 SCALE: 1/4" = 1'-0"  
 NORTH

2,422 S.F.

**KEY PLAN**

**GENERAL NOTES:**

1. ALL DIMENSIONS ARE TO FACE OF STUDS, FACE OF CMU WALL, FACE OF CONCRETE, AND CENTER OF OPENING OR STRUCTURAL GRID LINE, UNLESS NOTED OTHERWISE.
2. SEE STRUCTURAL DRAWINGS FOR ADDITIONAL BUILDING, WALL SECTIONS AND SLAB ELEVATION REPORTS INFORMATION.
3. SEE MECHANICAL DRAWINGS FOR ADDITIONAL INFORMATION.
4. CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH ALL CODES AND RELATED CODES, PLANS (ELECTRICAL, MECHANICAL & FIRE PROTECTION DRAWINGS).
5. REFER TO SHEET A-701 FOR DOOR & WINDOW TYPES.

Listen, Interpret, Transcribe  
 CERTIFICATION:

**WALL LEGEND:**

- CONCRETE STRUCTURE
- CMU WALL CONSTRUCTION
- BRICK VENEER / AIR SPACE CMU WALL CONSTRUCTION
- BRICK VENEER / AIR SPACE METAL STUD WALL CONSTRUCTION
- (NON-RATED) G.A.S. WALL CONSTRUCTION
- (NON-FIRE RATED) WALL CONSTRUCTION AS SCHEDULED
- (FIR FIRE RATED) WALL CONSTRUCTION AS SCHEDULED
- STRUCTURAL CONCRETE COLUMN

701 S. PALAFOX  
 CONDOMINIUMS  
 (BUILD-OUT)

PENSACOLA, FL

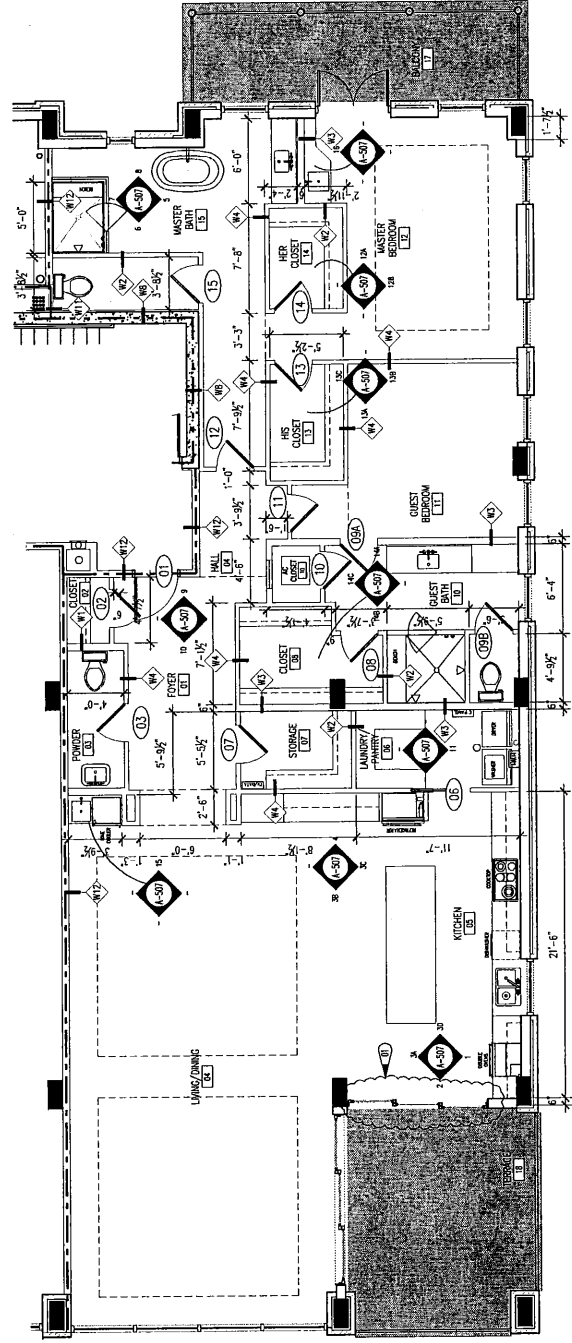
ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

REVISIONS:  
 (1) REVISION IN - 10/1/75

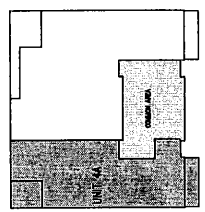
DRAWN BY:  
 CHECKED BY:  
 PROJECT NO.: 131E-80  
 DATE: 3/9/76  
 SHEET TITLE:  
 ENLARGED PLAN  
 UNIT -4A

SHEET NO.:

**A-407**



1  
 1/4"=1'-0"  
 ENLARGED PLAN -- UNIT 4A  
 SCALE: 1/4" = 1'-0"  
 2,538 S.F.  
 NORTH



KEY PLAN

**GENERAL NOTES:**

1. ALL DIMENSIONS ARE TO FACE OF STUDS, FACE OF CMU WALL, FACE OF CONCRETE AND CENTER OF OPENING OR STRUCTURAL GRID LINE, UNLESS NOTED OTHERWISE.
2. SEE CIVIL DRAWINGS FOR FINISH FLOOR ELEVATIONS. SEE STRUCTURAL DRAWINGS FOR ADDITIONAL BEARING WALL SECTIONS AND SLAB ELEVATION HEIGHTS INFORMATION.
3. SEE CIVIL DRAWINGS FOR CURB AND SIDEWALK INFORMATION.
4. SEE CIVIL DRAWINGS FOR CURB AND SIDEWALK INFORMATION.
5. HANDS ON FIELDWORK INCLUDING CEILING PLAN (JOIST) AND ACCESS PROTECTION DRAWINGS, ELECTRICAL, MECHANICAL, & PIPE PROTECTION DRAWINGS.
6. REFER TO SHEET A-701 FOR DOOR & WINDOW TYPES.

LETTER, INTERPRET, TRANSFER, CONSTRUCTION:

**WALL LEGEND:**

- CONCRETE STRUCTURE
- CMU WALL CONSTRUCTION
- BRICK VENEER / AIR SPACE CMU WALL CONSTRUCTION
- BRICK VENEER / AIR SPACE METAL STUD WALL CONSTRUCTION
- (NON-RATED) G.I.S. WALL CONSTRUCTION
- (NON-FIRE RATED) WALL CONSTRUCTION AS SCHEDULED
- (FIRE RATED) WALL CONSTRUCTION AS SCHEDULED
- STRUCTURAL CONCRETE COLUMN

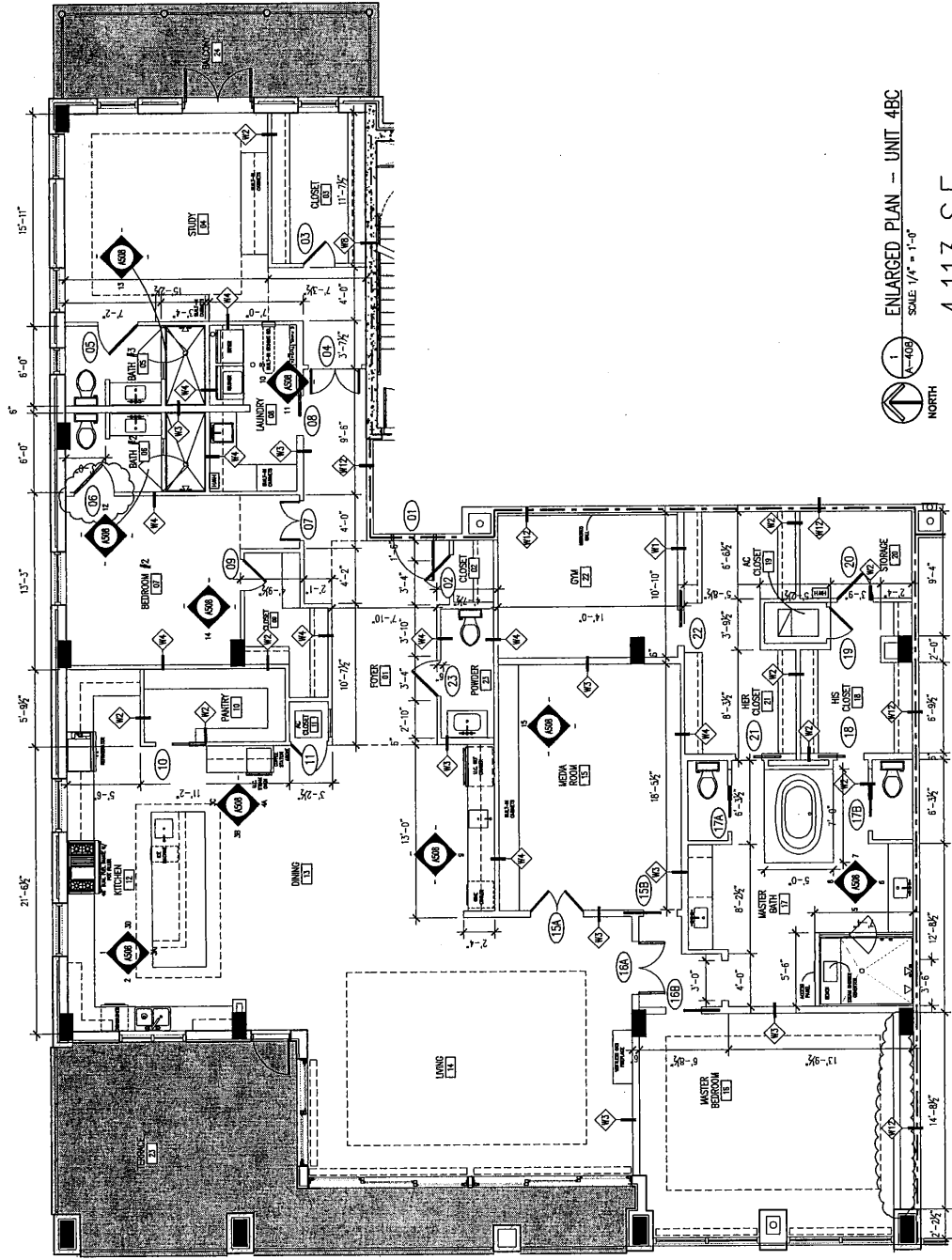
701 S. PALAFOX CONDOMINIUMS (BUILD-OUT)

PENSACOLA, FL

ALL DIMENSIONS AND MATERIALS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED. ALL MATERIALS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED. ALL MATERIALS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.

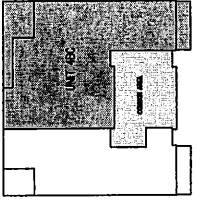
DRAWN BY:	1318-B0
CHECKED BY:	3/9/16
PROJECT NO.:	UNIT 4BC
DATE:	ENLARGED PLAN UNIT 4BC
SHEET TITLE:	SHEET NO.:

**A-408**

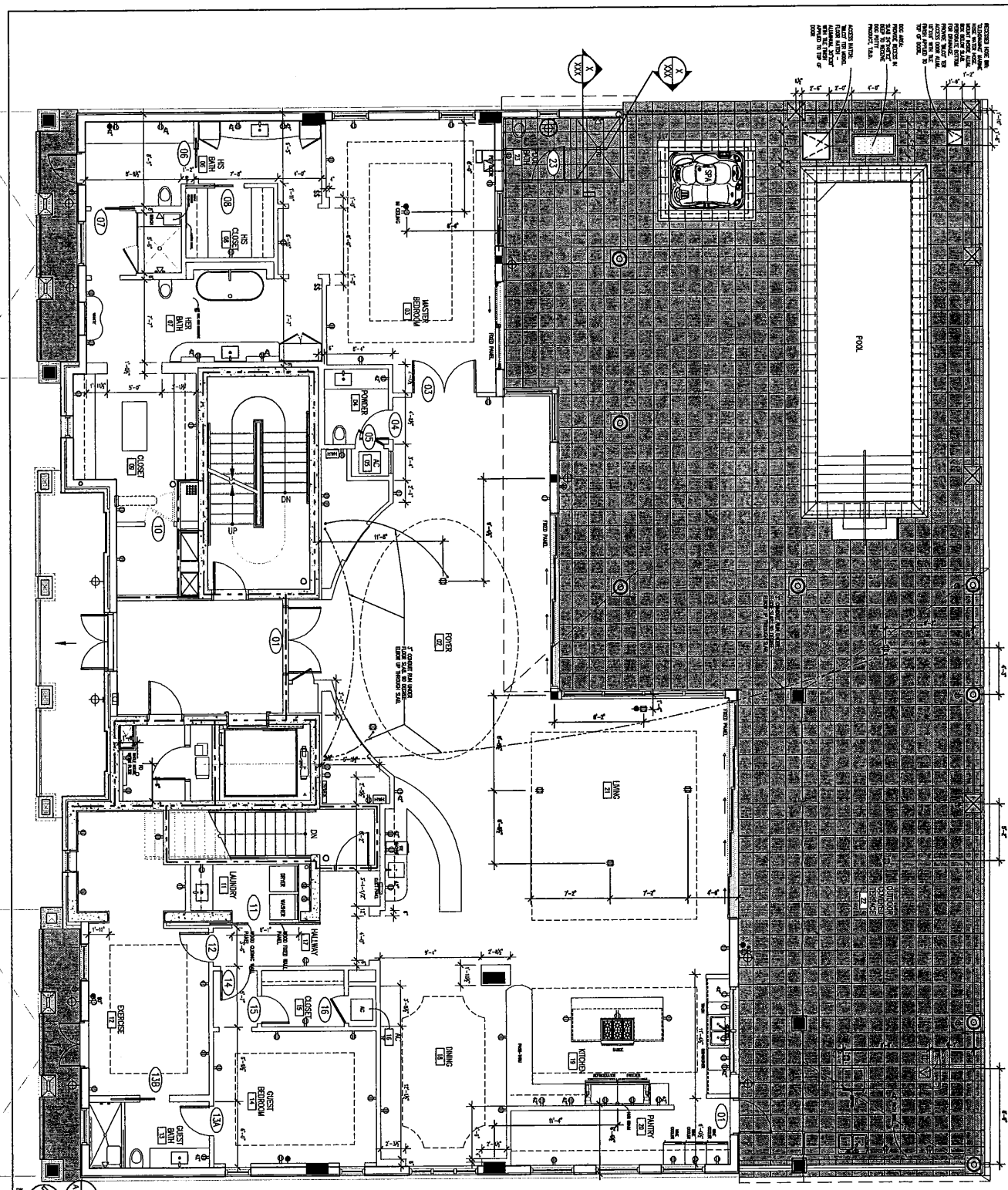


1  
 1/4" = 1'-0"  
 ENLARGED PLAN -- UNIT 4BC  
 SCALE: 1/4" = 1'-0"

4,113 S.F.



KEY PLAN



1. ALL DIMENSIONS ARE GIVEN UNLESS OTHERWISE NOTED.  
 2. DIMENSIONS TO FACE UNLESS NOTED OTHERWISE.  
 3. DIMENSIONS TO CENTERLINE UNLESS NOTED OTHERWISE.  
 4. DIMENSIONS TO CENTERLINE OF CURB UNLESS NOTED OTHERWISE.  
 5. DIMENSIONS TO CENTERLINE OF DRIVE UNLESS NOTED OTHERWISE.  
 6. DIMENSIONS TO CENTERLINE OF SIDEWALK UNLESS NOTED OTHERWISE.  
 7. DIMENSIONS TO CENTERLINE OF STREET UNLESS NOTED OTHERWISE.  
 8. DIMENSIONS TO CENTERLINE OF RAILROAD UNLESS NOTED OTHERWISE.  
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 11. DIMENSIONS TO CENTERLINE OF TOWER UNLESS NOTED OTHERWISE.  
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1 NORTH  
 ENLARGED PLAN - UNIT 5  
 SCALE: 1/4" = 1'-0"  
 7,113 S.F.

A-409  
 SHEET NO. 5  
 ENLARGED PLAN  
 UNIT - 5

DRAWN BY:  
 CHECKED BY:  
 PROJECT NO. 1316-80  
 DATE: 3/9/78  
 SHEET TITLE:  
 ENLARGED PLAN  
 UNIT - 5

PENNSACOLA, FL  
 701 S. PALAFOX  
 (BUILD-OUT)

ALL DIMENSIONS AND SPACING UNLESS OTHERWISE NOTED ARE TO FACE UNLESS NOTED OTHERWISE.  
 DIMENSIONS TO CENTERLINE OF CURB UNLESS NOTED OTHERWISE.  
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**smp.**  
 ARCHITECTS  
 1000 W. PALM BEACH BLVD., SUITE 200  
 PALM BEACH, FLORIDA 33480  
 PHONE: (407) 833-1111  
 FAX: (407) 833-1112  
 WWW: WWW.SMP-ARCHITECTS.COM

**EXHIBIT F**

Graphic Description of the Units

<b>Unit Number</b>	<b>Square Footage</b>	<b>Level</b>
2-A	2,538	2
2-B	1,670	2
2-C	2,422	2
3-A	2,538	3
3-B	1,670	3
3-C	2,422	3
4-A	2,538	4
4-BC	4,113	4
5	7,113	5

**EXHIBIT G**

Rules and Regulations

**701 SOUTH PALAFOX, A CONDOMINIUM**  
**EXHIBIT G**  
**RULES AND REGULATIONS**

**A. GENERAL RULES**

1. No exterior radio, television, or data reception antennas or any exterior wiring for any purpose may be installed on the common elements without the written consent of the directors.

2. To maintain harmony of exterior appearance, no one will make any changes to, place anything on, affix anything to, or exhibit anything from any part of the condominium or association property, which is visible from the exterior of the building or from the common elements, without the prior written consent of the directors. All curtains, shades, drapes, and blinds will be white or off-white in color or lined with material of these colors. Balcony tile and floor covering colors must be approved by the board.

3. All common elements inside and outside the building will be used for their designated purposes only, and nothing belonging to unit owners, or their family, tenants, guests, or contractors will be kept therein or thereon without the approval of the directors. These areas will at all times be kept free of obstruction. Owners are financially responsible to the association for damage to the common elements caused by themselves or their tenants, guests, and family members.

4. Disposal of garbage and trash will be only by use of receptacles approved by the association, or by use of the garbage disposal units. Specifically, trash placed in trash receptacles in the "trash" room of each floor must be securely bagged and may not contain breakable glass objects. Any boxes should be broken down and taken to the condominium dumpster. Smelly garbage should also be securely bagged and taken to the dumpster. Food and vegetable scraps are to be disposed of in the individual unit garbage disposals.

5. The association shall retain a passkey to the units, and the unit owners shall provide the association with a new or extra key whenever locks are changed or added for the use of the association under its statutory right to access the units. Duplication of unit owners' keys to common element facilities is restricted in the interest of security. The passkey shall be kept in a safe on-site with only the association's president or his or her designee having access to it.

6. Loud and disturbing noises are prohibited.

7. Only gas or electric barbecue grills will be allowed on patios. Otherwise, grills are prohibited. Propane or natural gas fire pits are allowed. Wood burning fire pits are

prohibited.

8. Illegal and immoral practices are prohibited.

9. Lawns, shrubbery, or other exterior plantings will not be altered, moved, or added to without permission of the association.

10. No nuisance of any type or kind will be maintained on the condominium property.

11. Nothing will be done or kept in any unit or in the common elements that will increase the rate of insurance on the building or contents of the building without the prior written consent of the directors. No owner will permit anything to be done or kept in the owner's unit, or in the common elements, that will result in the cancellation of insurance on the building or the contents of the building, or that would be in violation of any law or building code.

12. Persons moving furniture and other property into and out of units must do so Mondays through Saturdays between the hours of 8:00 a.m. and 5:00 p.m. only. Moving vans and trucks used for this purpose will remain on condominium property only when actually in use.

13. Repair, construction, decorating, or remodeling work will be done on Mondays through Saturdays between the hours of 8:00 a.m. and 5:00 p.m. only.

14. These rules and regulations will apply equally to owners, and their families, guests, domestic help, and tenants.

15. The board of directors of the association may impose a \$100 fine for each violation of these rules and regulations or any violation of the condominium documents.

16. These rules and regulations do not purport to constitute all of the restrictions affecting the condominium and common property. Reference should be made to the condominium documents.

17. Unit owners or occupants requiring replacement garage openers and FOBs shall be charged \$25.00 for each.

## B. MEETINGS

1. Robert's Rules of Order (Revised Edition) will govern the conduct of the association meeting when not in conflict with the declaration of condominium, the articles of incorporation, or the bylaws.

2. ALL NOTICES OF MEMBERSHIP, DIRECTORS, AND COMMITTEE MEETINGS AT WHICH UNIT OWNERS ARE ENTITLED TO PARTICIPATE WILL BE



POSTED ELECTRONICALLY AND AT A CENTRAL POINT WITHIN THE COMMON  
ELEMENTS.

**EXHIBIT H**

Voting Interest\*

Unit #	Percentage of Voting Interest
2-A	9.39%
2-B	6.18%
2-C	8.96%
3-A	9.39%
3-B	6.18%
3-C	8.96%
4-A	9.39%
4-BC	15.22%
5	26.32%

\* The voting rights of each Unit Owner shall be equal to the percentage interest of such Unit Owner in proportion to all other Unit Owners, such interest being calculated based on the total square footage of each Unit in uniform relationship to the total square footage of all of the Units in the Condominium.