

CONDOMINIUM DECLARATION  
FOR  
SURFSIDE II CONDOMINIUM  
SOUTH PADRE ISLAND, TEXAS

THE STATE OF TEXAS, COUNTY OF CAMERON, KNOW ALL MEN BY THESE PRESENTS:

Declaration made October 27, 1981, pursuant to Article 1301a of the Revised Civil Statutes of the State of Texas, by Surfside Properties, a joint venture composed of Western Plains Service Corporation, a South Dakota corporation, and Donald C. Hansen, an individual, hereinafter referred to collectively as grantor.

1. SUBMISSION OF PROPERTY. Grantor, who is owner in fee simple of the lands, the buildings, and all other improvements constructed or to be constructed thereon, together with all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, as described below and hereinafter collectively referred to as the property, hereby declares certain divisions, covenants, restrictions, limitations, conditions and uses respecting the property, intending thereby to submit the property to the provisions of Article 1301a of the Revised Civil Statutes of the State of Texas, hereinafter referred to as the Condominium Act, and further intending thereby to create covenants running with the land and binding grantor and their heirs, successors and assigns forever.

2. DESCRIPTION OF LAND. The land on which the buildings and improvements constituting the property are to be located is described as follows:

Lots 1, 2 and 11, Block 188, FIESTA ISLES, a Subdivision of Padre Beach Section XII, in the City of South Padre Island, Cameron County, Texas according to map or plat thereof recorded in Volume 17, Page 43 of the Map Records of Cameron County, Texas:

and such building and all improvements to such property are depicted on the plat annexed hereto as Exhibit A and Incorporated herein by reference.

3. DESCRIPTION OF BUILDINGS. The buildings to be constructed on the land, designated as Buildings E, F and G on the plat annexed hereto as Exhibit A and incorporated herein by reference, will be constructed as reinforced concrete structures with concrete block exterior and party walls; roof and upper floors 2 and 3 of prestressed concrete, and 1st floor slab and foundation of reinforced concrete on concrete friction pilings. A total of 30,682.5 square feet in Buildings E, F and G constitutes the total square footage of the apartment units, as herein defined, in such condominium.

4. APARTMENTS. As depicted in the plats of the floor plans of the buildings annexed hereto as Exhibits B through E and incorporated herein by reference, there will be a total of thirty (30) apartment units (hereinafter sometimes referred to as "apartments" or "condominium apartments" or "units") which will be numbered consecutively with each apartment number preceded by the hundredth which corresponds to the floor on which it is situated, and succeeded by the building in which it is located. For example, in Building E the apartments on the first floor shall be numbered 101-E and 102-E and in Building F the apartments on the first floor shall be numbered 103-F through 105-F. In Building G the apartments on the first floor shall be numbered 106-G through 110-G. The apartments on the second floor of Building E shall be numbered 201-E and 202-E and in Building F the apartments on the second floor shall be numbered 203-F through 205-F. In Building G the apartments on the second floor shall be numbered 206-G through 210-G. The apartments on the third floor of Building E shall be numbered 301-E and 302-E and in Building F the apartments on the third floor shall be numbered 303-F through 305-F. In Building G the apartments on the third floor shall be numbered 306-G through 310-G.

As shown on the plats of the building referred to previously in this section, each apartment will consist of the area enclosed by the interior surfaces of its perimeter walls, floors and ceilings and the exterior surfaces of its balconies and terraces, if any, including the portions of the building so described and the airspace so enclosed, but not including any common elements located therein. Notwithstanding any representation of any unit contained in the plats referred to herein, in interpreting deeds, mortgages, deeds of trust and other instruments, the existing physical boundaries of such unit or any unit constructed substantially in accordance with the original plans of such unit shall be conclusively presumed to be the boundaries of such unit, regardless of any settling, rising or lateral shifting of the building, and regardless of variances from such original plans or the plats referred to herein.

5. GENERAL COMMON ELEMENTS. The general common elements shall consist of the following:

- a. The parcel of land described above.
- b. The following facilities located throughout the project:

(1) The foundations, columns, girders, beams, supports, exterior walls or surfaces (not including portions thereof comprising the interior surfaces of apartments), walls and partitions separating apartments from mechanical equipment spaces and other common areas (not including portions thereof comprising the interior surfaces of apartments), all walls separating apartment, (not including portions thereof comprising the interior surfaces of apartments), and all roofs.

(2) All exterior halls and corridors, lobbies, fire escapes, pavements, entrances and exits of the building.

(3) Stairways and landings.

(4) Central and appurtenant installations for services such as power, telephone, light, gas, hot and cold water, heating, refrigeration, air conditioning, laundry and trash disposal areas.

(5) All sewer pipes.

(6) All grounds, walks, gardens and landscaping.

(7) All driveways and parking areas.

(8) Swimming pool, pool shower, heated spa and deck area.

(9) Shuffleboard court.

(10) All other elements of the property desirable or rationally of common use, necessary to the existence, upkeep and safety of the condominium regime, or designated common elements by the Texas Condominium Act as that Act may be from time to time amended.

6. LIMITED COMMON ELEMENTS. None.

7. OWNERSHIP OF COMMON ELEMENTS. Each owner of an apartment unit shall own in fee simple absolute a proportionate, undivided interest in the aforesaid common elements, general and limited, equal to the proportion that the square footage of each apartment unit, including balcony or terrace, if any, bears to the total square footage of all apartment units, including balconies and terraces, if any, in the condominium, which proportionate undivided interests are shown on the following table:

APARTMENT NUMBER	SQUARE FOOTAGE	PERCENTAGE INTEREST IN OWNWESHIP OF COMMON ELEMENTS
101-E	1,022.75	1/30th
102-E	1,022.75	1/30th
103-F	1,022.75	1/30th
104-F	1,022.75	1/30th
105-F	1,022.75	1/30th
106-G	1,022.75	1/30th
107-G	1,022.75	1/30th
108-G	1,022.75	1/30th
109-G	1,022.75	1/30th
110-G	1,022.75	1/30th
201-E	1,022.75	1/30th
202-E	1,022.75	1/30th
203-F	1,022.75	1/30th
204-F	1,022.75	1/30th
205-F	1,022.75	1/30th
206-G	1,022.75	1/30th
207-G	1,022.75	1/30th
208-G	1,022.75	1/30th
209-G	1,022.75	1/30th
210-G	1,022.75	1/30th
301-E	1,022.75	1/30th
302-E	1,022.75	1/30th
303-F	1,022.75	1/30th
304-F	1,022.75	1/30th
305-F	1,022.75	1/30th
306-G	1,022.75	1/30th
307-G	1,022.75	1/30th
308-G	1,022.75	1/30th
309-G	1,022.75	1/30th
310-G	1,022.75	1/30th

8. PROPORTIONATE REPRESENTATION: PARTICIPATION IN COMMON PROFITS AND EXPENSES: DEFINITIONS.

Each unit owner shall share in the common profits and expenses, as hereinafter defined, and in the total voting power of the Association hereinbelow described, in accordance with such unit owner's interest in the common elements as set forth above.

(a) For purposes of this Declaration, "common profits" means the excess of all receipts over all disbursements of the Association hereinbelow described.

(b) For purposes of this Declaration, "common expenses" means expenses for the administration, maintenance and repair of the property and all sums that may be designated common expenses by or pursuant to this Declaration or the bylaws of the Association hereinbelow described.

9. INTENDED USES OF BUILDING. The uses for which the building and each of the units therein are intended are as follows: only as and for a single family residential or resort dwelling for the owner, his family, his social guests and his tenants. No owner or tenant shall, in using or occupying any unit, cause or allow any nuisance or any other activity which would unreasonably interfere with the quiet and peaceful use and enjoyment of the other owners and tenants of their own units. The Association hereinbelow described shall have the right to enact rules and regulations providing for good order and decorum, and the owners and tenants shall be bound by and shall at all times abide by such rules and regulations. The owner of any unit or units shall have the absolute right to lease his unit or units for transient or hotel purposes; provided, however, that any such lease shall be subject to the provisions of this Declaration and the Bylaws of the Association hereinbelow described, and any owner shall be responsible for and shall insure compliance with the same.

10. COVENANTS AND AGREEMENTS. By this Declaration, Grantor, the respective heirs, successors and assigns of the parties named above as Grantor, and all future owners of apartments, by acceptance of their respective deeds, hereby covenant and agree to the following specific matters, and each and every conveyance of a unit in this Condominium shall be made subject to the following, in addition to the other matters set forth in this Declaration:

(a) The common elements shall remain undivided, and no right shall exist to partition or divide any of them, except when waiver of the condominium regime is authorized by all of the co-owners of the condominium and all secured creditors in whose behalf encumbrances are perfected against units in the condominium. In the event of such authorization, the co-owners shall request the county clerk of Cameron County, Texas, to regroup or merge the records of the filial estates with the principal property. On such regrouping or merger, each co-owner shall own as a tenant in common and each creditor shall accept as security for the respective debt of such co-owner an undivided interest in the entire property equal to the percentage previously owned by such co-owner in the common elements of the condominium.

(b) The prior written approval of each institutional holder of a duly perfected first mortgage, deed of trust or equivalent security interest on all units in the condominium will be required for the abandonment or termination of the condominium, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of the taking by condemnation or eminent domain.

(c) The prior written approval of each institutional holder of a duly perfected first mortgage, deed of trust or equivalent security interest on all units in the condominium will be required for the effectuation of any decision by the owner's Association to terminate and assume self-management of the condominium.

(d) Each unit owner shall have an easement in common with all other unit owners for the use and maintenance of all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other units serving his unit, and each unit shall be subject to such easement in favor of owners of all other units. Subject to such reasonable regulation thereof as may be provided in the bylaws, the authorized representatives of the Association hereinbelow described shall have a right of access to each unit to inspect the same, and to maintain, repair or replace all common elements located therein. In the event any portion of the common elements encroaches upon any unit or any unit encroaches upon the common elements, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the condominium, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

(e) Each owner of a unit or units shall, automatically on becoming the owner of such unit or units, become a member of a nonprofit association of owners of units in the condominium ("the Association" herein) which shall, for the duration of such association as set forth in the bylaws thereof, govern the administration of the condominium through its duly authorized representatives pursuant to its bylaws, and each such owner shall remain a member thereof until such time as his ownership shall for any reason cease, at which time his membership in the Association shall likewise cease.

(f) Administration of the condominium shall be in accordance with the provisions of this Declaration and the bylaws of the Association as those documents may be amended from time to time; provided, however, that neither this Declaration nor the bylaws of the Association shall be amended except with the written consent of the

owners of seventy-five percent (75%) of the Common Elements, according to the table set forth above; provided, further, that, notwithstanding such provision, grantor may, without being required to obtain the consent of the owner of any such unit, amend or otherwise alter this Declaration and the bylaws of the Association in order to render the condominium project qualified for the financing of the purchase of units in the condominium by or through governmental or quasi-governmental agencies, or the guarantee by such agencies of mortgages created in connection with the purchase, either primarily or secondarily, of units in the condominium. Any provision in this Declaration or in the bylaws to the contrary notwithstanding, neither of such documents may be amended in any manner which will impair or adversely affect the security of any mortgagee holding a first mortgage, deed of trust lien or equivalent security interest on any unit or otherwise disqualify the condominium for financing or mortgage guarantees by any governmental or quasi-governmental agency. Any material amendment to this Declaration or to the bylaws of the Association, including, but not limited to, any amendment which would change the percentage interests of the owners of units in the condominium, shall require the prior written approval of each institutional holder of a duly perfected first mortgage, deed of trust or equivalent security interest.

Any institutional holder of a first mortgage on a unit in the condominium will, upon request, be entitled to: (a) inspect the books and records of the Association during normal business hours; and (b) receive an annual audited financial statement of the condominium within ninety (90) days following the end of any fiscal year; and (c) written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

(g) Each unit owner, and all tenants who are occupants of condominium apartments shall comply with the provisions of this Declaration and the bylaws, decisions and resolutions of the Association, as lawfully amended from time to time. Failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover sums due, for damages, or for injunctive relief, or any other remedy necessary to enforce a cause of action of any aggrieved unit owner or the Association, or both.

(h) No unit owner may exempt himself from liability for his proportionate share of the common expenses by waiver of the use or enjoyment of any of the common elements, or by abandonment of his unit.

(i) (1) No Severance of Ownership. The appurtenant interests including interests in the general and limited common elements, shall not be severable from the ownership of the unit to which appurtenant, and no attempted or purported severance of such ownership shall be effective. No unit owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his unit without including therein the appurtenant interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interest, without including all such interests, shall be deemed and taken to include the interest so omitted, even though the latter shall not be expressly mentioned or described therein, or even if a portion thereof shall be purported to have been expressly excluded. No part of the appurtenant interests of any unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the appurtenant interests of all units.

(2) Sales and Mortgages. If the owner of any unit in this condominium project is desirous of selling his unit and receives an offer for the purchase of same which he would be willing to accept, such owner shall not sell such unit without first giving the Board of Directors of the Association ("the Board" hereinafter) the right of first refusal to purchase such unit on behalf of the Association, for the same price and on the same terms and conditions as stipulated in such offer received. Such right of first refusal shall be given by written notice which shall be transmitted by registered or certified U. S. mail, with return receipt requested, and shall set out the price, terms and conditions stipulated in said offer received and the name and address of the person making such offer; and such notice shall be deemed given as of the date of receipt of such registered or certified mailing as evidenced by the post office receipt thereof. If the Board shall elect in writing not to purchase said unit for such price and on such terms and conditions specified in said notice or shall fail to exercise the right hereby conferred within thirty (30) days from date such notice is given, such owner may then sell said unit to the person or persons making such offer. In either event, it shall be the duty and obligation of the Board to certify in writing, to be duly acknowledged and in recordable form, that said selling owner has complied with all the provisions hereof and that the Board has declined to purchase such apartment unit.

(3) Exceptions. The provisions of Section (i)(2) shall not apply with respect to any gift, sale or conveyance by an owner of his unit to his spouse or to any of his issue, descendants, siblings or the spouse of any such person, or any one of more of them, or to the owner of any other in Surfside II Condominium, or to the Association, nor to any sale of a unit owned by the Association, nor to the initial sale of each unit by grantor, nor to the acquisition or sale of a unit by a mortgagee herein authorized who shall acquire title to such unit by foreclosure or by deed in lieu of foreclosure. However, the provisions of this section shall apply with respect to any purchaser of any such unit from such mortgagee and to any resale thereafter. Any unit owner shall be free to devise his unit by will, or to pass the same by intestacy, without the necessity for compliance with this Section (i)(2).

(4) Sales Voidable. Any purported sale of a unit in violation of Section (i)(2) shall be voidable at the election of the Board; or at its election, the Association shall have the right and option to purchase the apartment

from the purchaser in any such purported sale in violation of these restrictions at the same price and upon the same terms at which such purported purchaser shall have acquired any such interest in such apartment.

(5) Consent of Owners to Purchase Apartment by Board. The Board shall not exercise any option hereinabove set forth to purchase any apartment without the prior approval of the owners of a majority of the common elements, or such greater number as shall be specified in Bylaws of the Association.

(6) Certificate of Termination of Right of First Refusal. A certificate, executed and acknowledged by the Secretary of the Association to the effect that the provisions of paragraph (i)(2) have been met or have been duly waived by the Board and that the rights of the Association thereunder have terminated shall be conclusive upon the Association and its Board and members in favor of all person who rely thereon in good faith.

(7) Financing of Purchase of Units by Association. Acquisition of units by the Association may be made from the assets, if any, or on the credit of the Association, as such, or from the common funds or if such funds are insufficient, the Board may levy an assessment against each unit owner in proportion to his ownership in the common elements, which assessment shall be enforceable in the same manner provided herein; or the Board, in its discretion, may cause the Association to borrow money to finance the acquisition of such unit provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the unit so to be acquired by the Association.

11. **ASSESSMENT LIENS**. All sums assessed by the Association for common charges applicable to any unit remaining unpaid shall constitute a lien on such unit prior to all other liens except (1) assessments, liens, and charges in favor of the state or any political subdivision thereof for taxes past due and unpaid on the unit, and (2) amounts unpaid under mortgage and trust deed instruments duly recorded. Subject to any first mortgage lien or equivalent security interest duly recorded or perfected prior to the date any such assessment become due, such lien may be foreclosed by the Association acting through a duly authorized representative on behalf of all unit owners in like manner as a mortgage of real property. The Association acting on behalf of all unit owners, shall have the power to bid on units at foreclosure, and to acquire, hold, lease, mortgage, deed in trust and convey the same. Suit to recover a money judgement for unpaid common charge may also be maintained by the Association without foreclosing or waiving the lien securing the payment of such expenses.

12. **ACQUISITION OF UNIT AT FORCLOSURE OR OTHER SALE; EFFECT**. Where the mortgagee or trust deed beneficiary under a duly recorded instrument, or any other purchaser, obtains title to a unit as a result of foreclosure or exercise of a power of sale, such purchaser, his heirs, successors and assigns shall not be liable for the share of common expenses or assessments by the Association chargeable to such unit for any period prior to the acquisition of title to such unit by such purchaser. Any such unpaid share of common expenses or assessments shall be deemed common expenses collectible from all units including the unit acquired by such purchaser, his heirs, successors and assigns.

13. **DESTRUCTION OF OR DAMAGE TO THE BUILDINGS; EFFECT**.

In the event any building is damaged or destroyed, the repair, reconstruction or disposition of such building shall be as provided in Texas Revised Civil Statutes, Article 1301a, Sections 20 and 21.

In the event of substantial damage to or destruction of any unit or any part of the common elements, the institutional holder of any first mortgage on any unit will be entitled to timely written notice of any such damage or destruction and neither the owner of such unit nor any other party shall be entitled to any priority over such institutional holder with respect to the distribution of any insurance proceeds with regard to such unit.

14. **CONDEMNATION**. If any unit or portion thereof or the entirety of the common elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the institutional holder of any first mortgage on a unit will be entitled to timely written notice of any such proceeding or proposed acquisition, and neither the owner of any unit, nor any other party, shall be entitled to priority over such institutional holder with respect to the distribution to such unit of the proceeds of any award or settlement.

15. **CONVEYANCE OF UNITS; UNPAID ASSESSMENTS**. On the voluntary sale or conveyance of a unit, all unpaid assessments against the seller for common expenses shall first be paid from the proceeds of sale or by the purchaser in preference to any other assessments or charges of whatever nature except (1) assessments, liens and charges in favor of the state or any political subdivision thereof for taxes past due and unpaid on the unit, and (2) amounts due under mortgage and trust deed instruments duly recorded. Any payment by a purchaser shall be without prejudice to the right of such purchaser to recover over from his seller any amounts for which he was not liable under his contract of sale. Additionally, any purchaser, mortgagee, or trust deed beneficiary shall be entitled to a statement from the Association setting forth the amount of unpaid common charges due the Association from any seller. Any such purchaser, mortgagee or beneficiary shall be entitled to rely on such statement and shall not be liable, nor shall the unit be subject to a lien, for any unpaid common charges in excess of the amount set forth in such statement.

16. **AGREEMENTS AND DETERMINATIONS OF THE ASSOCIATION**. All agreements and determinations lawfully made by the Association in accordance with the voting percentages corresponding to the

respective percentages of undivided interest in the common elements appurtenant to each unit and hereinbefore set forth, shall be binding on all unit owners, their heirs, successors and assigns.

17. INSURANCE. The duly elected representatives of the Association shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to the Association and mortgagees holding first mortgages and/or beneficiaries under first deeds of trust covering the units, but without prejudice to the right of each unit owner to obtain such individual unit insurance as he may see fit. Insurance premiums for any blanket insurance coverage shall be a common expense to be paid by monthly assessments levied by the Association. Such payments shall be held in a separate escrow account of the Association, and shall be used solely for the payment of the blanket property insurance premiums as such premiums become due.

18. DUTIES AND LIABILITIES OF GRANTOR. So long as grantor, its successors and assigns, owns one or more of the units established and described herein, grantor, its successors and assigns, shall be subject to the provisions of this Declaration and of the Bylaws of the Association except that until grantor has sold all of the units in Surfside II, grantor reserves the right to make such use of the unsold units and the common elements in such condominium project as may be necessary in grantor's sales program. Grantor further reserves the right to lease or rent any unsold units to such parties upon such terms and conditions as grantor may deem necessary or desirable. Grantor further covenants to take no action that would adversely affect the right of the Association with respect to assurances against latent defects in the property, or other rights assigned to the Association by reason of the establishment of the condominium.

19. INVALIDITY. If one or more provisions of this Declaration are declared invalid, such invalidity shall in no way impair or affect the validity, enforceability or effect of the remainder of this Declaration.

20. WAIVER. No provisions contained in this Declaration shall be deemed waved by reason of any failure to enforce the same, irrespective of the number of violations or the consistency of such failure of enforcement.

21. CAPTIONS. Captions are inserted in this Declaration for convenience and reference only, and shall not be taken in any way to limit or describe the scope of this Declaration or any provision thereof.

EXECUTED at Harlingen, Texas on the date first above written.

SURFSIDE PROPERTIES, A JOINT VENTURE

By: Donald C. Hansen  
Joint Venturer

AMENDMENT TO  
 CONDOMINIUM DECLARATION  
 FOR  
 SURFSIDE II CONDOMINIUM  
 SOUTH PADRE ISLAND, TEXAS

THE STATE OF TEXAS, COUNTY OF CAMERON, KNOW ALL MEN BY THESE PRESENTS:

This AMENDMENT is made this 20th day of November, 1981, to correct a certain Condominium Declaration establishing SURSIDE II Condominium, South Padre Island, Texas dated October 27, 1981, filed in Volume 14, Page 151 of the Condominium Records of Cameron County, Texas.

Paragraph 3 of the Condominium Declaration of October 27, 1981 mentioned above ("the October 27, 1981 Declaration") is deleted and the following paragraph is substituted for said Paragraph 3:

3. DESCRIPTION OF BULDINGS. The buildings to be constructed on the land, designated as Buildings E, F, G and H on the plat annexed hereto as Exhibit A and incorporated herein by reference, will be constructed as reinforced concrete structures with concrete block exterior and party walls; roof and upper floors 2 and 3 of prestressed concrete, and 1st floor slab and foundation of reinforced concrete on concrete friction pilings, except that Building H will be a single story building. The residential condominium apartments described below are all located in Buildings E, F and G. In Building H there is one (1) apartment which shall be used as a manager's or administration, office and is designated on the exhibits attached hereto as Apartment 100-H. In all of the apartment units in all of the buildings, including Apartment 100-H, there is a total of 31,290.5 square feet of floor space comprising such apartment units, as the same are defined herein.

Paragraph 4 of the Condominium Declaration of October 27, 1981 is deleted and the following paragraph is substituted for said Paragraph 4:

4. APARTMENTS. As depicted in the plats of the floor plans of the buildings annexed hereto as Exhibits B through E and incorporated herein by reference, there will be a total of thirty-one (31) apartment units (hereinafter sometimes referred to as "apartments" or "condominium apartments" or "units") which will be numbered consecutively with each apartment number preceded by the hundredth which corresponds to the floor on which it is situated, and succeeded by the building in which it is located. For example, in Building E the apartments on the first floor shall be numbered 101-E and 102-E and in Building F the apartments on the first floor shall be numbered 103-F through 105-F. In Building G the apartments on the first floor shall be numbered 106-G though 110-G. The apartments on the second floor of Building E shall be numbered 201-E and 202-E and in Building F the apartments on the second floor shall be numbered 203-F through 205-F. In Building G the apartments on the second floor shall be numbered 206-G though 210-G. The apartments on the third floor of Building E shall be numbered 301-E and 302-E and in Building F the apartments on the third floor shall be numbered 303-F through 305-F. In Building G the apartments on the first floor shall be numbered 306-G though 310-G. In Building H, the single apartment located on the first floor shall be numbered 100-H.

As shown on the plats of the building referred to previously in this section, each apartment will consist of the area enclosed by the interior surfaces of its perimeter walls, floors and ceilings and the exterior surfaces of its balconies and terraces, if any, including portions of the building so described and the airspace so enclosed, but not including any common elements located therein. Notwithstanding any representation of any unit contained in the plats referred to herein, in interpreting deeds, mortgages, deeds of trust and other instruments, the existing physical boundaries of such unit or any unit constructed substantially in accordance with the original plans of such unit shall be conclusively presumed to be the boundaries of such unit, regardless of any settling, rising or lateral shifting of the building, and regardless of variances from such original plans or the plats referred to herein.

Paragraph 7 of the Condominium Declaration of October 27, 1981 is deleted and the following paragraph is substituted for said Paragraph 7:

7. OWNERSHIP OF COMMON ELEMENTS. Each owner of an apartment unit shall own in fee simple absolute a proportionate, undivided interest in the aforesaid common elements, general and limited, equal to the proportion that the square footage of each apartment unit, including balcony or terrace, if any, bears to the total square footage of all apartment units, including balconies and terraces, if any, in the condominium, which proportionate undivided interests are shown on the following table:

APARTMENT NUMBER	SQUARE FOOTAGE	PERCENTAGE INTEREST IN OWNWESHIP OF COMMON ELEMENTS
101-E	1,022.75	.03268

102-E	1,022.75	.03268
103-F	1,022.75	.03268
104-F	1,022.75	.03268
105-F	1,022.75	.03268
106-G	1,022.75	.03268
107-G	1,022.75	.03268
108-G	1,022.75	.03268
109-G	1,022.75	.03268
110-G	1,022.75	.03268
201-E	1,022.75	.03268
202-E	1,022.75	.03268
203-F	1,022.75	.03268
204-F	1,022.75	.03268
205-F	1,022.75	.03268
206-G	1,022.75	.03268
207-G	1,022.75	.03268
208-G	1,022.75	.03268
209-G	1,022.75	.03268
210-G	1,022.75	.03268
301-E	1,022.75	.03268
302-E	1,022.75	.03268
303-F	1,022.75	.03268
304-F	1,022.75	.03268
305-F	1,022.75	.03268
306-G	1,022.75	.03268
307-G	1,022.75	.03268
308-G	1,022.75	.03268
309-G	1,022.75	.03268
310-G	1,022.75	.03268
100-H	608.00	.01960

Paragraph 9 of the Condominium Declaration of October 27, 1981 is deleted and the following paragraph is substituted for said Paragraph 9:

9. INTENDED USES OF BUILDING. The uses for which Buildings E, F and G and each of the units therein are intended are as follows: only as and for a single family residential or resort dwelling for the owner, his family, his social guests and his tenants. No owner or tenant shall, in using or occupying any unit, cause or allow any nuisance or any other activity which would unreasonably interfere with the quiet and peaceful use and enjoyment of the other owners and tenants of their own units. The Association hereinbelow described shall have the right to enact rules and regulations providing for good order and decorum, and the owners and tenants shall be bound by and shall at all times abide by such rules and regulations. The owner of any unit or units shall have the absolute right to lease his unit or units for transient or hotel purposes; provided, however, that any such lease shall be subject to the provisions of this Declaration and the Bylaws of the Association hereinbelow described, and any owner shall be responsible for and shall insure compliance with the same.

Anything herein or in the Bylaws of this Condominium to the contrary notwithstanding, Apartment 100-H may be used for any of the above purposes or, at the option of the owner, for the purpose of housing an office for the administration or management of the Condominium.

Exhibits A and B of the October 27, 1981 Condominium Declaration are hereby deleted and the exhibits which are attached hereto as Exhibit A and B are substituted therefor.

In all other respects the October 27, 1981 Condominium Declaration shall, except as amended hereby, remain in full force and effect.

SURFSIDE PROPERTIES, A JOINT VENTURE  
By: Donald C. Hansen  
Joint Venturer