

STATE OF ALABAMA
BALDWIN COUNTY

I certify that this instrument was filed on

AUG 26 1981

JP M

DECLARATION OF CONDOMINIUM

OF

ISLAND WINDS WEST, a Condominium

and that no tax was collected. Recorded in Misc.

Book 39

Page 1764-1765

Notary Public

THIS DECLARATION, made this 13th day of July, 1981, by ISLAND WINDS, a partnership, organized under the laws of the State of Alabama, herein called the DEVELOPER, for itself, its successors, grantees and assigns.

WHEREIN, the DEVELOPER makes the following declaration.

WHEREAS, ISLAND WINDS, a partnership, is the fee simple owner of that certain parcel of real property situated in the Town of Gulf Shores, County of Baldwin, State of Alabama, and intends to improve the same in the manner hereinafter described, which said parcel of land is more particularly described as follows, to-wit:

Parcel "A": Lot 7, Block 4, according to the plat of Unit 1, Gulf Shores, Baldwin County, Alabama, recorded in Map Book 1, page 148, Probate Court Records of Baldwin County, Alabama;

Parcel "B": Lots 8 and 9, Block 4, according to the plat of Unit 1, Gulf Shores, Baldwin County, Alabama, recorded in Map Book 1, page 148, Probate Court Records of Baldwin County, Alabama;

Parcel "C": Lot 10, Block 4, according to the plat of Unit 1, Gulf Shores, Baldwin County, Alabama, recorded in Map Book 1, page 148, Probate Court Records of Baldwin County, Alabama;

Parcel "D": Lots 11 and 12, Block 4, according to the plat of Unit 1, Gulf Shores, Baldwin County, Alabama, recorded in Map Book 1, page 148, Probate Court Records of Baldwin County, Alabama;

Parcel "E": A tract of land beginning at the southwest corner of Lot 7, Block 4, Unit 1, Gulf Shores, Alabama, as shown on a map recorded in Map Book 1, page 148, in the Office of the Judge of Probate of Baldwin County, Alabama; running thence easterly along the south line of said Block 4 and the south terminal line of West Third Street to the southwest corner of Lot 1, Block 5, Unit 1; running thence southerly on the extension of the west line of said Lot 1, Block 5, Unit 1, to the Gulf of Mexico; running thence westerly along the meanderings of the Gulf of Mexico to a point where the extension of the west line of Lot 7, Block 4, Unit 1, to the Gulf of Mexico intersects said meandering line; running thence northerly along said extended line to the point of beginning, located in Governmental Subdivision B, Section 20, Township 9 South, Range 4 East;

Parcel "F": Lots 13 and 14, Block 4, according to the plat of Unit 1, Gulf Shores, Baldwin County, Alabama, recorded in Map Book 1, page 148, Probate Court Records of Baldwin County, Alabama.

NOW, THEREFORE, ISLAND WINDS, a partnership, the DEVELOPER, hereby makes the following declaration as to the division to which

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said real property and improvements thereon may be put, hereby specifying that said DECLARATION shall constitute covenants to run with the land and shall be binding upon ISLAND WINDS, its successors and assigns, and all subsequent owners of all or any part of said real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

1. Purpose. The purpose of this Declaration is to submit the lands hereinafter described and the improvements to be constructed thereon to the condominium form of ownership and use in the manner provided by the CONDOMINIUM OWNERSHIP ACT, Act No. 1059, 1973 Regular Sessions, Alabama Legislature (Title 47, Sec. 313(1), et seq., Code of Alabama, Recompiled as Amended).

2. Name. The name by which this condominium is identified is ISLAND WINDS WEST, a Condominium.

3. The Land. The lands owned by the DEVELOPER which are herewith submitted to the condominium form of ownership are the following described lands, lying and being in the Town of Gulf Shores, County of Baldwin, State of Alabama, to-wit:

Parcel "A": Lot 7, Block 4, according to the plat of Unit 1, Gulf Shores, Baldwin County Alabama, recorded in Map Book 1, page 148, Probate Court Records of Baldwin County, Alabama;

Parcel "B": Lots 8 and 9, Block 4, according to the plat of Unit 1, Gulf Shores, Baldwin County, Alabama, recorded in Map Book 1, page 148, Probate Court Records of Baldwin County, Alabama;

Parcel "C": Lot 10, Block 4, according to the plat of Unit 1, Gulf Shores, Baldwin County, Alabama recorded in Map Book 1, page 148, Probate Court Records of Baldwin County, Alabama;

Parcel "D": Lots 11 and 12, Block 4, according to the plat of Unit 1, Gulf Shores, Baldwin County, Alabama, recorded in Map Book 1, page 148, Probate Court Records of Baldwin County, Alabama;

Parcel "E": A tract of land beginning at the southwest corner of Lot 7, Block 4, Unit 1, Gulf Shores, Alabama, as shown on a map recorded in Map Book 1, page 148, in the Office of the Judge of Probate of Baldwin County, Alabama; running thence easterly along the south line of said Block 4 and the south terminal line of West Third Street to the southwest corner of Lot 1, Block 5, Unit 1; running thence southerly on the extension of the west line of said Lot 1, Block 5, Unit 1, to the Gulf of Mexico; running thence westerly along the meanderings of the Gulf of Mexico to a point where the extension of the west line of Lot 7, Block 4, Unit 1, to the Gulf of Mexico intersects said meandering line; running thence northerly along said extended line to the point of beginning, located in Governmental Subdivision B, Section 20, Township 9 South, Range 4 East;

Parcel "F": Lots 13 and 14, Block 4, according to the plat of Unit 1, Gulf Shores, Baldwin County, Alabama, recorded in Map Book 1, page 148, Probate Court Records of Baldwin County, Alabama.

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SUBJECT to, however, the following:

A private easement and right-of-way for the owners of property within the tract of land described in page 2 of this Declaration, including the owners of townhouse and apartment units in said condominium, their families, tenants, agents, servants, employees, invitees, and guests, which said private easement and right-of-way is located as appears upon that certain drawing of said property appearing as page 1 of Exhibit A hereto attached and by reference made a part hereof.

4. Definitions. The terms used herein and in the By-laws shall have the meanings stated in the Condominium Ownership Act of Alabama, and as follows:

(a) "Unit" means a townhouse, apartment or garage and includes the private elements thereof, together with the undivided interests in the common elements which are assigned thereto.

(b) "Unit Owner" means the owner of a townhouse or apartment, whether singly or jointly, partnership, corporation, or other legal entity, or the successors, heirs, administrators, executors or assigns, or the heirs or assigns of the survivor, as the case may be.

(c) "Association" means the ISLAND WINDS WEST ASSOCIATION, INC., and its successors, and is the association of Unit Owners referred to in said Act.

(d) "Common Elements" means common areas and facilities, including but not limited to all parts of the condominium property not included within the unit boundaries as described in paragraph 5.4 hereinafter, and shall include the utility spaces and the tangible personal property required for the maintenance and the operation of the condominium as well as the items stated in the Condominium Ownership Act of Alabama.

(e) "Common Expenses" means and includes the actual and estimated expenses of operating the property, and any reasonable reserve for such purposes as may be found and determined necessary or useful by the Board of Directors, and all sums designated as common expenses by or pursuant to the condominium documents.

(f) "Utility Services" shall include but not be limited to electrical power, water, garbage and sewage disposal.

(g) "Substantial Destruction, Deterioration or Obsolescence" shall mean such destruction or deterioration or obsolescence that the condominium has lost its character as a residential development, and restoration thereof would be the practical equivalent of a newly constructed development.

(h) "Development" comprehends the land, and all buildings, improvements and property which are

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a part of the condominium.

(i) "Common Interest" means the proportionate undivided interest in the fee simple absolute in the common elements appurtenant to each unit as expressed in this Declaration.

(j) "Common Surplus" means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.

(k) "Operation of the Property" means and includes the administration of the project, the operation, maintenance, repair or replacement of, and the making of any additions or improvements in the common elements.

(l) "Person" means a natural person, a corporation, a partnership, the Association herein referred to, a trustee, or other legal entity.

(m) "Unit Designation" means the number, letter or combination thereof or other official designations as shown on the plans annexed to this Declaration.

(n) "Declaration" means this declaration and all amendments thereto hereafter made.

(o) "Surfacing Materials" means the materials, including but not limited to mats, carpeting, sheetrock, decking, boards, panels and the like which are laid upon or attached to foundation slabs, and/or to the studs and structural components of walls, and/or to the under surfaces of ceiling rafters, and/or to the upper surfaces of floor rafters.

5. Development Plan.

.1. The improvements will be constructed as shown upon the drawings thereof, pages 1 through 66, inclusive, of Exhibit A, hereto attached and by reference made a part hereof, which plans were prepared by John M. Senkarik, A.I.A., including a set of floor plans of the building showing the lay-out, location, the designating letters and numbers of each unit, and bearing the verified statement of a Registered Architect that such drawings are in sufficient detail to identify the common elements and the private elements comprising the units as built and which said drawings are supplemented and complemented by the narrative and the graphic descriptions herein contained.

.2. Changes. In order to meet possible unforeseen or varying demands for the number and type of unit, or in order to meet particular requirements of prospective purchasers, lending institutions or title insurance companies, or for any other reason, the DEVELOPER reserves the right to change the size, dimensions, number and location of buildings, units and other improvements, and the size, dimensions, lay-out location and undivided percentage of ownership in the common elements of any unit for which a purchase agreement has not been executed by the

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DEVELOPER or with respect to which the purchaser is in default, provided such changes do not change the common elements or the undivided percentage interest of ownership in the common elements of any unit already sold or under an executed purchase and sale agreement as to which the purchaser is not in default. The DEVELOPER further reserves the right to substitute for any of the materials, equipment and other articles herein mentioned, materials, equipment and articles of equal or better quality.

.3. Amendment of Plans. This Declaration may be amended by the filing of such additional plans as may be required to accurately describe the improvements of the condominium and in order to show completion of improvements. Such completion may be shown by the filing of a verified statement of a registered architect or licensed professional engineer certifying that the completed improvements have been constructed as herein represented and upon the plans herewith filed, or, if not so constructed, then designating the changes made and certifying that the plans being filed simultaneously with such certificate fully and accurately depict the lay-out, location, numbers, size and dimensions of the units. Such plans, or certificate, or both, when signed and acknowledged by such a registered architect or licensed professional engineer, and by the DEVELOPER, shall constitute an amendment to this Declaration without approval of the Association, unit owners, lessees or mortgagees of units in the condominium, whether or not elsewhere required for an amendment.

.4. Easements. Easements are reserved throughout the condominium property as may be required for utility services in order to adequately serve the condominium; provided, however, such easements to a unit shall be only in accordance with the plans and specifications for the buildings or as the buildings are constructed, unless approved in writing by the unit owner. Each unit owner shall have an easement in common with the owners of all other units to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other units and serving his unit. Each unit shall be subject to an easement in favor of the owners of all other units to use the pipes, ducts, cables, wires, conduits, public utility lines and other common elements serving such other units and located in such unit. The Association shall have a right of access to each unit to inspect the same, to remove violations therefrom, and to maintain, repair or replace the common elements contained therein or elsewhere in any building.

.5. Access. Each unit has a right of access to a public street or highway, that is to say, to West Gulf Beach Highway 182, upon and over common elements, providing such access all as shown upon the site plan (Exhibit A, page 1, hereto attached). The immediate common elements by which each unit has access to such public street or highway are (i) the concrete walkways running along the face of the buildings and the grounds, and (ii) the parking areas, driveways and streets all as shown upon the site plan (Exhibit A, page 1, hereto attached).

6. Descriptions.

.1. The Buildings. The Condominium will include

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access areas, parking areas, lawn areas, a swimming pool, all facilities located substantially as shown in the plans and drawing, Exhibit A. The lay-out, location and dimensions of each unit are found in Exhibit A.

.2. Private Elements. The description and location of the private elements and the appurtenances thereto are determined with the aid of the plans therefor, attached hereto, and as follows:

(a) Units Numbered. Each unit is assigned a number which is indicated on the plans attached hereto.

(b) Changes. The DEVELOPER reserves the right to change the interior design and arrangement of all units so long as the DEVELOPER owns the unit so altered.

(c) Type A. Units of this type are on all eight floor levels, have one (1) balcony with a view of the Gulf of Mexico, have three (3) bedrooms, two (2) baths, and have 1,234 square feet of space exclusive of balconies and including an entrance hall, living room, closets and kitchen. The kitchen is equipped with dishwasher, garbage disposal, drop-in range, range hood and refrigerator; the unit is equipped with water heater, heater and air conditioner, washer and dryer, all as set forth in the specifications attached hereto as Exhibit A.

(d) Type B. Units of this type are on all eight floor levels. Some Interior B units are located directly on the Gulf of Mexico; non-interior B units all have balconies with a view of the Gulf of Mexico, have two (2) bedrooms and two (2) baths, have one (1) balcony and have 821 square feet of space exclusive of balconies and including an entrance hall, living room, closets and kitchen. The kitchen is equipped with dishwasher, garbage disposal, drop-in range, range hood and refrigerator; the unit is equipped with water heater, heater and air conditioner, washer and dryer, all as set forth in the specifications attached hereto as part of Exhibit A.

(e) Type C. Units of this type are located on all eight floor levels, are all located on the Gulf of Mexico, have one (1) balcony, one (1) bedroom, and one (1) bath, and have 516 square feet of space exclusive of balconies and including an entrance hall, living room, closets and kitchen. The kitchen is equipped with dishwasher, garbage disposal, drop-in range, range hood and refrigerator; the unit is equipped with water heater, heater and air conditioner, washer and dryer, all as set forth in the specifications attached hereto as part of Exhibit A.

(f) Type D. Units of this type are on all eight floor levels, are all located on the Gulf of Mexico,

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have one (1) balcony, have two (2) bedrooms, and two (2) baths, and have 892 square feet of space exclusive of balconies and including an entrance hall, living room, closets and kitchen. The kitchen is equipped with dishwasher, garbage disposal, drop-in range, range hood and refrigerator; the unit is equipped with water heater, heater and air conditioner, washer and dryer, all as set forth in the specifications attached hereto as part of Exhibit A.

(g) Garage Units. Twenty-six (26) of these units available for purchase, as described in Exhibit A and Exhibit B, separately.

(h) All Units. All units shall be constructed as per the plans attached hereto as Exhibit A, and the specifications therein.

(i) Substitutions. DEVELOPER reserves the right to substitute substantially equivalent materials and/or equipment in any type unit.

.3. Common Elements. The common elements of the condominiums include all parts of the condominium property not located within the perimeter boundaries of the townhouse or apartment units, as hereinafter described, being the facilities located substantially as shown upon the plans hereto attached, and include but are not limited to the following:

(a) The land described in paragraph 3.

(b) All central and appurtenant installations for services such as power, light, telephone, storm drains, sewer, and water; TV cables, heat and air conditioning, including all pipes, ducts, wires, cables, and conduits used in connection therewith, whether located in common areas or in units, and all utility and mechanical equipment, buildings and spaces, which are not used or reserved for the exclusive use of certain units.

(c) Automobile parking spaces, whether or not assigned to the exclusive use of any unit.

(d) All outdoor and exterior lights, excepting such as are placed on the balcony assigned to the exclusive use of a unit.

(e) Balconies and decking.

(f) All attics, foundations, columns, girders, beams, and supports of buildings, and such component parts of walls, roofs, floors, and ceilings as are not located within the units.

(g) Lawn areas, landscaping, trees, curbs, and walkways.

(h) Recreation areas and facilities, including but not limited to the swimming pool and sun deck.

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(i) Exterior steps, ramps, handrails, stairs and stairwells.

(j) All tanks, pumps, pump houses, wells, motors, fans, compressors and control equipment, fire fighting equipment, and garbage equipment, elevator and equipment, which are not reserved for the use of certain units.

(k) All retaining walls, seawalls, bulkheads and jetties, and all areas for refuse collection or disposal.

(l) All other parts of the development existing for the common use or necessary to the existence, maintenance and safety of the development.

(m) All other items listed as such in the Condominium Ownership Act of Alabama, Act No. 1059, 1973 Regular Session, Alabama Legislature (Title 47, Sec. 313(1), et seq.; Code of Alabama Recompiled, as amended), and located on the property.

.4. Limited Common Elements. There are no limited common elements.

.5. Unit Boundaries. Each unit consists of that part of the building containing the unit which lies within the boundaries of the unit, exclusive of interior load-bearing walls and pillars and any pipes, wires, conduits, ducts, vents and other servicing utility lines which are utilized for or serve more than one (1) condominium unit. The vertical boundaries of each unit shall be the plane of the inside surfaces of the studs which are the component parts of exterior walls and of interior walls separating a unit from another unit, and are as shown on the drawings (Exhibit A attached hereto). Where the unit is bounded by an exterior wall, the walls shall be considered to include any door, window or other closure therein in the closed position, and the boundary shall be the plane of the inside surfaces of the studs which are the component parts of such walls to the effect that the private elements of the boundary walls shall include the surfacing materials. The upper horizontal boundary of each unit shall be the plane of the under-surfaces of the ceiling slabs. The lower horizontal boundary of floors of the units shall be the upper surface of the floor slab.

.6. Surfaces. An owner shall not be deemed to own the studs and structural components of the perimeter walls and/or of load-bearing walls, nor the windows and doors bounding the unit, nor balconies, nor balcony railings enclosing a balcony area assigned to the exclusive use of the unit. An owner, however, shall be deemed to own and shall have the exclusive right and duty to repair, maintain, replace, paint, repaint, tile, wax, paper or otherwise finish and decorate the surfacing materials on the interior of exterior walls and on the interior walls separating a unit from other units, and the surfacing materials of the floors of his unit, and all appurtenant installations, including all pipes, ducts, wires, cables and conduits used in connection therewith for services such as power, light, telephone, sewer, water, heat and air conditioning, and TV, whether located in the boundaries of the unit

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or in common areas, which are the exclusive use of the unit; and all ceilings and partition walls. An owner shall have the exclusive right and duty to wash and keep clean the interior and exterior surfaces of windows and doors bounding his unit.

.7. Balconies. A valid exclusive easement is hereby declared and established for the benefit of each unit and its owner consisting of the exclusive right to use and occupy the balcony or balconies serving the unit.

7. Determination of Percentages of Ownership in Common Elements, Common Expenses, Common Surplus and Voting. A schedule setting forth the percentage of undivided interest of each unit in the common areas is attached hereto, marked Exhibit B, and by reference made a part hereof, to determine the percentage of ownership in the common elements, percentage of common expenses, and percentage of common surplus, and voting in all matters requiring action by the owners. The common expenses shall be charged to the unit owners according to the percentages of the undivided interests of the respective units in the common elements. The common surplus shall be a trust fund for the unit owners and shall be either distributed among the unit owners according to the respective percentages of the undivided interests of the respective units in the common elements or applied against the following year's assessment, unless otherwise determined by the Board of Directors of the Association which shall not in any event use such surplus or any part thereof in any way other than to furnish services, insurance, goods or other items of value to the unit owners.

8. Encroachments. If any portion of the common elements now encroaches upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the common elements, as a result of the construction of any building, or if any such encroachment shall occur hereafter as a result of settling or shifting of any building, a valid easement for the encroachment and for the maintenance of the same so long as such building stands shall exist. In the event any building, any unit, any adjoining unit, or any adjoining common element shall be partially or totally destroyed as a result of fire or other casualty, or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the common elements upon any unit or of any unit upon any other unit or upon any portion of the common elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as such building shall stand.

9.1. Units Subject to Act, Declaration, By-laws and Rules and Regulations. All present and future owners, tenants and occupants of units shall be subject to, and shall comply with the provisions of the Act, this Declaration, the By-laws, and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any unit shall constitute an agreement that the provisions of the Act, this Declaration, the By-laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant, and occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit,

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as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof. In the event of a conflict in any of the provisions of any such documents, the documents shall govern or control in the following order of preference: (1) the Act, (2) the Declaration, (3) the Articles of Incorporation of the Association, (4) the By-laws of the Association, and (5) the Rules and Regulations of the Association.

.2. Exclusive Ownership. Each owner shall be entitled to exclusive ownership and possession of his unit. Each owner shall be entitled to an undivided interest in the common elements in the percentages expressed in this Declaration, which percentages of undivided interest of each owner shall have a permanent character and shall not be altered without the consent of all owners and lien holders of record of units affected by such alteration expressed in an amended Declaration, duly recorded. The percentage of the undivided interest in the common elements shall not be separated from the unit to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Each owner may use the common elements in accordance with the purposes for which the same are intended, without hindering or encroaching upon the lawful rights of the other owners.

.3. Enforcement. Failure of any owner to comply strictly with the provisions of this Declaration, the By-laws, and the Rules and Regulations shall be grounds for an action to recover sums due, or damages, or injunctive relief, or any or all of them. Such actions may be maintained by the Association on its own behalf or on behalf of the unit owners aggrieved. In any case of flagrant or repeated violation by a unit owner, he may be required by the Association to give sufficient surety or sureties for his future compliance with the provisions of this Declaration, the By-laws, and the Rules and Regulations. Nothing herein contained shall prevent, in a proper case, an independent action by an aggrieved unit owner for such relief.

10. Maintenance. The responsibility for the maintenance of the condominium property shall be as follows:

.1. Units.

(a) By the Association. The responsibility of the Association shall be as follows:

(i) To maintain, repair and replace all portions of a unit, except interior surfaces and surfacing materials, contributing to the support of the building, which portions shall include but not be limited to the outside walls of the building and all fixtures thereon, and boundary walls of units, floors, loadbearing columns and loadbearing walls.

(ii) To maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the

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portions of a unit maintained by the Association, and all such facilities contained within a unit which service part or parts of the condominium other than the unit within which contained.

(iii) To maintain and replace all balconies and balcony railings.

(iv) To repair all incidental damage caused to a unit in the performance of any of the foregoing work.

(b) By the Unit Owner. The responsibility of the unit owner shall be as follows:

(i) To maintain, repair and replace all portions of his unit except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other unit owners.

(ii) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building and/or the exterior of the balconies assigned to the exclusive use of the unit owner, and/or the exterior of the balcony railings surrounding the balcony area assigned to the exclusive use of the unit owner.

(iii) To maintain the surfacing materials within the unit.

(iv) To maintain, repair and replace all heating, air conditioning, utility and mechanical equipment, and all sewer and water lines including all pipes, ducts, wires, cables and conduits used in connection therewith, which are for the exclusive use of his unit, whether or not located within the boundaries of his unit.

(v) To maintain, repair and replace the interior appurtenances of his unit, including but not limited to the floor coverings, wall coverings, window shades and screens, draperies, furniture, furnishings, light fixtures, and all appliances located therein.

(vi) To promptly report in writing to the Association any defect or need for repairs, the responsibility for the remedying of which is that of the Association.

(vii) To be responsible for the cost of all incidental damage caused to the common elements in the performance of the foregoing work.

(c) Alteration and Improvement. Neither a unit

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owner nor the Association shall make any alterations in the portions of a unit or building which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building, or impair any easement, without first obtaining approval in writing of the owners of all other units in the building concerned and the approval of the Board of Directors of the Association.

.2. Common Elements.

(a) By the Association. The maintenance and operation of the common elements shall be the responsibility and the expense of the Association.

(b) Additions, Alterations, and Improvements. After the completion of the improvements included in the common elements which are contemplated by this Declaration, there shall be no further additions to common elements (except by incremental development as elsewhere herein provided) without prior approval in writing of seventy-five percent (75%) of the votes of the unit owners, and the approval in writing of all mortgagees who are the holders of mortgages comprising first liens on the units so approving, provided, however, that any alteration or improvements of common elements which constitute or are contained in the boundaries of units bearing the approval in writing of unit owners entitled to cast fifty-one percent (51%) of the votes in the Association, and the approval in writing of all mortgagees who are the holders of mortgages comprising first liens on the units of such approving unit owners, and which does not prejudice the rights of any owners not consenting, may be done if the owners who do not approve are relieved from the initial cost thereof. There shall be no change in the share and rights and obligations of a unit owner in the common elements which are altered or further improved, whether or not the unit owner contributes to the initial cost thereof. Any such alteration or addition shall be done in accordance with complete plans and specifications therefor first approved in writing by the Board; and promptly upon completion of such additional building or structural alteration or addition to any structure, the Association shall duly record or file of record in the office of the Judge of Probate of Baldwin County, Alabama, such amendment, together with a complete set of plans of the condominium, as so altered, certified "as built" by a licensed or registered engineer or architect.

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11. Assessments. The making and collection of assessments against unit owners for common expenses and other charges shall be pursuant to the By-laws and subject to the following provisions:

.1. Share of Common Expenses and Other Charges. Each unit owner shall be liable for a proportionate share of the common

expenses and other charges, and shall share in the common surplus, such share being the same as his percentage of ownership in the common elements.

.2. Interest, Application of Payments. Assessments, and installments thereon, paid on or before ten (10) days after the date when due shall not bear interest, but to all sums not paid on or before ten (10) days after the date when due shall be added a \$15.00 penalty and interest at ten percent (10%) per annum for thirty (30) days after date due, until paid.

.3. Liens for Assessments. The Association is hereby granted a lien upon each unit and its appurtenant undivided interest in common elements, which lien shall secure and does secure the moneys due for all assessments now or hereafter levied or subject to being levied against the owner of each unit, which lien shall also secure interest, if any, which may be due on the amount of any delinquent assessment owing to the Association, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in enforcing this lien upon said unit and its appurtenant undivided interest in the common elements. The said lien for non-payment of assessments shall have priority over all other liens and encumbrances, recorded or unrecorded, except only (1) tax lien on the unit in favor of the state, the county, any municipality, and any special district, and (2) all sums unpaid on a first mortgage of record. In any suit for the foreclosure of said lien, the Association shall be entitled to rental from the owner of any unit from the date on which the payment of any assessment or installment thereof becomes delinquent and shall be entitled to the appointment of a receiver for said unit without notice to the owner of such unit. The rental required to be paid shall be equal to the rental charged on comparable types of dwelling units in Gulf Shores, Alabama. The lien granted to the Association shall further secure such advances for taxes and other payments which may be required to be advanced or paid by the Association in order to preserve and protect its lien, and the Association shall further be entitled to interest at the rate of ten percent (10%) per annum on any such advances made for such purposes. All persons, firms, or corporations who shall acquire, by whatever means, any interest in the ownership of any unit, or who may be given or acquire a mortgage, lien or other encumbrance thereon, are hereby placed on notice of the lien granted to the Association.

.4. Rental Pending Foreclosure. In any foreclosure of a lien for assessments, the owner of the unit subject to the lien shall be required to pay a reasonable rental for the unit.

.5. No Exemption from Assessments. No owner of a unit may exempt himself from liability for contribution toward the common expenses and other charges by waiver of the use or enjoyment of any of the common elements or by the abandonment of his unit, or by any other means; except that any holder of a mortgage which comes into possession of the unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed in lieu of foreclosure, shall take the property free of any claims for unpaid assessments against the mortgaged unit which accrue prior to the time such holder comes into possession (except for claims for a pro rata share of such assessments resulting from a pro rata allocation of such assessment to all units, including the

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mortgaged unit); and shall not be liable for contribution toward common expenses and other charges until the subject unit shall have been leased or sold.

.6. Statement of Unpaid Assessments. The Association shall promptly provide any unit owner and/or the holder of a mortgage comprising a first lien on any unit or the grantee in any voluntary conveyance of a unit so requesting the same in writing with a written statement of all unpaid assessments due from the unit owner.

12. Association. The operation and administration of the condominium shall be by the Association of the unit owners, pursuant to the provisions of the Condominium Ownership Act of Alabama, which said Association shall be incorporated by Articles of Incorporation recorded in the office of the Judge of Probate of Baldwin County, Alabama. The Association shall be an entity which shall have the capability of bringing suit and being sued with respect to the exercise or non-exercise of its powers. It shall have authority and the power to maintain a class action and to settle a cause of action on behalf of unit owners of the condominium with reference to the common elements, the roof and structural components of a building or other improvement, and mechanical, electrical and plumbing elements serving an improvement or a building as distinguished from mechanical elements serving only a unit, and with reference to any and all other matters in which all the unit owners of the condominium have a common interest. The Association shall be further organized and shall fulfill its functions pursuant to the following provisions:

.1. Name. The name of the Association shall be ISLAND WINDS WEST ASSOCIATION, INC.

.2. Powers. The powers and duties of the Association shall include those set forth in the Condominium Ownership Act, and those set forth in this Declaration and the By-laws of the Association, attached to and made a part hereof, and those set forth in its Articles of Incorporation, and shall have the power to purchase a unit of the condominium. The powers of the Association shall include but not be limited to the maintenance, management and operation of the condominium property.

.3. Members:

(a) Qualification. The members of the Association shall consist of all of the record owners of units.

(b) Change of Membership. Change of membership in the Association shall be established by the recording in the public records of Baldwin County, Alabama, of a deed or other instrument establishing a record title to a unit in the condominium, and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

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(c) Voting rights. Each unit shall be entitled to one (1) vote, which vote shall be the percentage assigned to the unit as stated in Exhibit B hereto attached. The vote for a unit shall be cast by the owner thereof or the owner of a possessory interest therein, or in the case of a corporate owner, by the officer or employee thereof designated as the voting representative of such unit, as hereinafter provided. Owners of more than one (1) unit shall be entitled to a vote for each unit owned. However, should the Association be a unit owner, it shall not have the voting right for that unit. Garage units have no vote.

(d) Designation of Voting Representative. In the event a unit is owned by one (1) person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one (1) person, 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 officer or employee thereof entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. If such a certificate is not on file with the Secretary of the Association for a unit owned by more than one (1) person or by a corporation, the membership or vote of the unit concerned shall not be considered in determining the requirement for a quorum nor for any purpose requiring the approval of the person entitled to cast the vote for the unit. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned is effected. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner thereof.

(e) Approval or Disapproval by Unit Owners. Whenever the approval or disapproval of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such approval or disapproval shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of all record owners is specifically required by this Declaration.

(f) Restraint upon Assignment of Shares in Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

.4. Board of Directors. The affairs of the Association shall be conducted by a Board of Directors which shall consist of such number not less than three (3) nor more than five (5) as shall, from time to time, be determined and fixed by vote of a majority of the voting rights present in any annual meeting of the

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members.

.5. Indemnification. Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, or any settlement thereof, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer of the Association at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

.6. Limitation of Liability. Notwithstanding the liability of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage caused by a latent condition of the property to be maintained and repaired by the Association, nor for injury or damage caused by the elements, or other owners or persons.

.7. By-laws. By-laws of the Association shall be in the form attached as Exhibit C hereto.

13. Insurance. Insurance (other than title insurance) which shall be carried upon the condominium property and the property of the unit owners shall be governed by the following provisions:

.1. Authority to Purchase. All insurance policies upon the condominium property shall be purchased by the Association in the name of the Association as trustee for each of the unit owners in the percentages of ownership set forth in the Declaration, and their mortgagees as their interests may appear, and provision shall be made for the issuance of certificates of mortgage endorsements to the mortgagees of unit owners. Such policies shall be deposited with the Association. A unit owner may, at his own expense, additionally insure his own unit for his own benefit, provided such additional insurance upon his unit be placed with the Association's insurance agent; and provided, further, that any diminution in insurance proceeds to the Association resulting from the existence of such other insurance shall be chargeable to the owner who acquired such other insurance, who shall be liable to the Association to the extent of any such diminution and/or loss of proceeds. A unit owner may obtain at his own expense insurance coverage upon his own personal property, and such other coverage, including personal liability, as he may desire.

.2. Coverage.

(a) Casualty. All buildings and improvements upon the land and all personal property comprising the condominium property shall be insured with a single insurance agent in an amount sufficient to avoid application of a co-insurance clause, but not

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more than the maximum insurable replacement value, without deduction for depreciation, as determined annually by the Board of Directors of the Association. If reasonably available, the policy or policies shall contain a stipulated amount clause, or determinable cash adjustment clause, or similar clause to permit a cash settlement covering specified value in the event of destruction and a decision not to rebuild.

(i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsements; and

(ii) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to water damage, vandalism, and malicious mischief, and flood insurance.

(b) Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association.

(c) Workmen's Compensation policy, if needed to meet the requirements of the law.

(d) Other Insurance. The Board may purchase and maintain in force debris removal insurance, fidelity bonds, and other insurance and/or bonds as it may deem necessary. The Board is authorized to provide coverage for payment of maintenance charges on behalf of an owner whose unit is rendered uninhabitable by a peril insured against, and to absolve such an owner of the obligation to pay maintenance charges to the extent that the same are offset by proceeds from such coverage.

(e) Revision. Insurance coverages will be analyzed by the Board, or its representative, at least every five (5) years from the date hereof, and the insurance program revised accordingly.

.3. Provisions. Every such policy of insurance shall in substance and effect:

(a) Provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim any right of set-off, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for any apparent owner.

(b) Contain no provision relieving the insurer from liability for a loss occurring while the hazard to such building is increased, whether or not within the knowledge or control of the Association, or because of any breach of warranty or condition or any other act or neglect by the Association or any unit

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owner or any other persons under either of them.

(c) Provide that such policy may not be cancelled (whether or not requested by the Association) except by the insurer giving at least thirty (30) days' prior written notice thereof to the Association, the fee owner, and every other person in interest who shall have requested such notice of the insurer.

(d) Contain a waiver by the insurer of any right of subrogation to any right of the Association, or either against the owner or lessee of any unit; and

(e) Contain a standard mortgage clause which shall:

(i) Provide that any reference to a mortgagee in such policy shall mean and include all holders of mortgages of any unit, whether or not named therein; and

(ii) Provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of the Association or unit owners or any persons under any of them; and

(iii) Waive any provision invalidating such mortgagee clause by reason of the failure of the mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that the mortgagee pay any premium thereon, and any contribution clause.

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.4. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

.5. Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Association, as Trustee for each of the unit owners in the percentages established by the Declaration, which said Association, for the purpose of these provisions, is herein referred to as the Insurance Trustee. the duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the unit owners and their mortgagees, as follows:

(a) Common Areas and Facilities. Proceeds on account of damage to common areas and facilities -- an undivided share for each unit owner, such share being the same as his undivided share in the common areas and facilities appurtenant to his unit.

(b) Units. Proceeds on account of units shall be held for the owners of damaged units in proportion to the cost of repairing the damage suffered by each

unit owner, which cost shall be determined by the Association.

(c) Mortgages. In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear.

.6. Distribution of Proceeds. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be used to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by him.

.7. Association as Agent. The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims.

14. Reconstruction or Repair after Casualty. In the event of the damage or destruction of all or part of the property, then, unless it be determined by a vote of one hundred percent (100%) of the owners and one hundred percent (100%) of all record owners of liens on the units not to repair or reconstruct such damaged or destroyed property, the following provisions shall apply:

.1. Reconstruction or Repair. If any part of the condominium property shall be damaged by casualty, it shall be reconstructed or repaired.

(a) Common Areas and Facilities. If the damaged improvement is a common area or facility, the damaged property shall be reconstructed, replaced or repaired.

(b) Building.

(i) Partial Destruction. If the damaged improvement is part of a building, the damaged property shall be reconstructed or repaired.

(ii) Total Destruction. If a building is so damaged that the same is untenable, the building shall be reconstructed.

(c) Plans and Specifications. Any such reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, or as the building was last constructed, or according to plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld.

.2. Responsibility. If the damage is only to those parts of a unit for which the responsibility of maintenance and repair is that of a unit owner, then the unit owner shall be

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responsible for the reconstruction and repair after casualty. In all other instances, the responsibility for reconstruction and repair after casualty shall be that of the Association.

.3. Estimates of Costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair so as to place the damaged property in condition as good as that before the casualty.

.4. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, assessments shall be made against the unit owners who own the damaged property, and against all unit owners in the case of damage to common areas and facilities, in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the unit owners who own the damaged property, and against all unit owners in the case of damage to common areas and facilities, in sufficient amounts to provide funds for the payment of such costs. Such assessments against unit owners for reconstruction and/or repair of damages to units shall be in proportion to the cost of reconstruction and repair of their respective units. Such assessments for reconstruction and/or repair of damage to common areas and facilities shall be in proportion to the owner's share in the common areas and facilities.

.5. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty for which the Association is responsible which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessment against unit owners, shall be disbursed in payment of such costs in the following manner:

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

(i) Unit Owner. The portion of insurance proceeds representing damage for which responsibility of reconstruction and repair lies with the unit owner shall be paid by the Insurance Trustee to the unit owner, or if there is a mortgagee endorsement, then to the unit owner and the mortgagee jointly.

(ii) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than the total of the annual assessments for recurring expense to be made during the year in which the casualty occurs, then the construction fund shall be disbursed in

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payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(iii) Association - Major Damage. If the amount of estimated costs of reconstruction and repair which is the responsibility of the Association is more than the total of the annual assessments for recurring expense to be made during the year in which the casualty occurs, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Alabama and employed by the Association to supervise the work.

(iv) Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere herein provided.

15. Use Restrictions. The use of the property of the condominium shall be in accordance with the following provisions:

.1. Single Family Residences. The condominium property shall be used only for single family residences, and for the furnishing of services and facilities herein provided for the enjoyment of such residences. Each of the units shall be occupied only by a single family and its guests as a residence and for no other purpose.

.2. Nuisances. No nuisances shall be allowed upon the condominium property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist.

.3. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof; and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned. No commercial use, except as set forth in paragraph .4.

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.4. Leasing. After approval by the Association as elsewhere required, entire units may be rented provided the occupancy is only by the lessee and his family and guests. No individual rooms may be rented and no transient tenants may be accommodated.

.5. Rules and Regulations. Reasonable Rules and Regulations concerning the use of the condominium property may be made by the DEVELOPER and amended from time to time by the Board of Directors of the Association; provided, however, that all such amendments thereto shall be approved by not less than a majority of the votes of the Association before such shall become effective. Members not present at meetings considering such Rules and Regulations or amendments thereto may express their approval or disapproval in writing. Copies of such Rules and Regulations or amendments thereto shall be furnished by the Association to all unit owners and residents of the condominium upon request.

.6. Proviso. Provided, however, that until the DEVELOPER of the condominium has completed and sold all of the units of the condominium or until February 1, 1986, or until DEVELOPER elects to terminate its control of the condominium, whichever shall first occur; and provided, further, that until the DEVELOPER of the condominium has completed and sold eighty percent (80%) of the aggregate of all the units of the condominium or until four (4) years after the date of the filing of the certificate by the DEVELOPER, or until the DEVELOPER elects to terminate its control over the condominium, whichever shall first occur; neither the unit owners nor the occupants shall interfere with the completion of the contemplated improvements and the sale of the units. DEVELOPER may make such use of the unsold units and of the common areas and facilities as may facilitate such completion and sale, including but not limited to the showing of the property and the display of signs.

16. Maintenance of Community Interests. In order to maintain a community of congenial residents, preserve the financial stability of the condominium regime, and protect the value of the units, the transfer of condominium parcels by any owner other than the DEVELOPER shall be subject to the following provisions so long as the condominium shall exist:

.1. Transfers Subject to Approval.

(a) Sale. No unit owner may dispose of a condominium unit or any interest therein by any sale without approval of the Association, except to another unit owner.

(b) Lease. No unit owner may dispose of a condominium unit or any interest therein by lease without approval of the Association, except to another unit owner.

(c) Gift. If any unit owner shall acquire his title by gift, the continuance of his ownership of his condominium unit shall be subject to the approval of the Association.

(d) Devise or Inheritance. If any unit owner

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shall acquire his title by devise or inheritance, the continuance of his ownership of his condominium unit shall be subject to the approval of the Association.

(c) Other Transfers. If any unit owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his condominium unit shall be subject to the approval of the Association.

.2. Approval by Association. The approval of the Association which is required for the transfer of condominium units shall be obtained in the following manner:

(a) Notice to Association.

(i) Sale. A unit owner intending to make a bona fide sale of his unit or any interest therein shall give to the Association at least thirty (30) days' written notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require.

(ii) Lease. A unit owner intending to make a bona fide lease of his unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease.

(iii) Gift, Devise or Inheritance; Other Transfers. A unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(iv) Failure to Give Notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a unit, the Association, at its election and without notice, may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(b) Certificate of Approval.

(i) Sale. If the proposed transaction is a

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sale, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President or Secretary in recordable form and shall be delivered to the purchaser and shall be recorded in the public records of Baldwin County, Alabama.

(ii) Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President or Secretary in recordable form and shall be delivered to the lessee.

(iii) Gift, Devise or Inheritance; Other Transfers. If the unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the unit owner's ownership of his unit. If approved, the approval shall be stated in a certificate executed by the President or Secretary in recordable form and shall be delivered to the unit owner and shall be recorded in the public records of Baldwin County, Alabama.

(c) Approval of Corporate Owner or Purchaser. Inasmuch as the condominium may be used only for residential purposes, and a corporation cannot occupy a unit for such use, if the unit owner or purchaser of a unit is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons to use or occupy the unit be also first approved by the Association.

.3. Disapproval by Association. If the Association shall disapprove a transfer of a unit, the matter shall be disposed of in the following manner:

(a) Sale. If the proposed transaction is a sale, then within sixty (60) days after notifying the unit owner of such disapproval, the Association shall deliver or mail by certified mail to the unit owner an offer to purchase either by the Association, or by a purchaser approved by the Association, and to whom the unit owner must sell the unit upon the following terms:

(i) At the option of the purchaser to be stated in his offer, the price to be paid shall be that stated in the disapproved contract to sell, or, if less, then the fair market value, determined by arbitration in accordance with the then existing rules of the American

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Arbitration Association, who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon any award rendered by the arbitrators may be entered in a court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(ii) The purchase price shall be paid in cash.

(iii) The sale shall be closed within thirty (30) days after the delivery or mailing of said offer to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.

(iv) If the Association shall fail to purchase or to provide a purchaser as herein required, then notwithstanding the disapproval, such transfer of ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided.

(b) Lease. If the proposed transaction is a lease, the unit owner shall be advised of the disapproval in writing, and the lease shall not be made.

(c) Gift, Devise or Inheritance; Other Transfers. If the unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the unit owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the unit owner an offer to purchase either by the Association or by a purchaser approved by the Association, and to whom the unit owner must sell the unit upon the following terms:

(i) The sale price shall be the fair market value determined by agreement within thirty (30) days from the delivery or mailing of such offer, and, in the absence of such agreement, by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(ii) The purchase price shall be paid in cash.

(iii) The sale shall be closed within ten (10) days following the determination of the sale price.

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(iv) If the Association shall fail to purchase or to provide a purchaser as herein required, then notwithstanding the disapproval, such transfer of ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided.

.4. Unit Mortgage. No unit owner may mortgage his unit nor any interest therein without the approval of the Association except to a bank, life insurance company, a savings and loan association, or the DEVELOPER. The approval of any other mortgage may be upon conditions determined by the Association or may be arbitrarily withheld.

.5. Blanket Mortgage. Notwithstanding any other provisions of this Declaration or the By-laws, the entire condominium property or some or all of the units included therein may be subjected to a single or blanket mortgage constituting a first lien thereon created by a recordable instrument executed by all of the owners of the property or units covered thereby. The instrument creating any such mortgage shall provide a method whereby any unit owner may obtain a release of his unit from the lien of such a mortgage, and a satisfaction and discharge in recordable form, upon payment to the holder of the mortgage of a sum equal to the proportionate share attributable to his unit of the then outstanding balance of unpaid principal and accrued interest and any other charges then due and unpaid, which proportionate share attributable to each unit shall be the proportion in which all unit owners whose units are then subject to the lien of such mortgage own among themselves the common elements and the private elements as provided in the Declaration, or such other reasonable proportion as shall be specifically provided in the mortgage instrument; and such mortgage may contain provisions for converting the same to individual mortgages on the individual units included therein.

.6. Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by any holder of the mortgage which comes into possession and title of the unit as a result of owning a mortgage upon the unit concerned, and this shall be so whether the title is acquired pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed from the mortgagor in lieu of foreclosure; nor shall such provisions apply to a transfer, sale or lease by such holder of the mortgage which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a unit at a duly advertised public sale with open bidding as may be provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

.7. Unauthorized Transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

.8. Notice of Lien or Suit.

(a) Notice of Lien. A unit owner shall give

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notice to the Association of every lien upon his unit other than for permitted mortgages, taxes and special assessments, within five (5) days after the owner's receipt of notice thereof.

(b) Notice of Suit. A unit owner shall give notice to the Association of every suit or other proceeding which may affect the title to his unit, such notice to be given within five (5) days after the unit owner receives knowledge thereof.

(c) Failure to Comply with this subsection concerning liens will not affect the validity of any judicial sale.

17. Compliance and Default. Each unit owner shall be governed by and shall comply with the terms of the condominium documents and regulations as they may be amended from time to time. A default shall entitle the Association or other unit owners to the following relief in addition to the remedies provided by the Condominium Ownership Act:

.1. Negligence. A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, negligence or carelessness or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of a unit or its appurtenances.

.2. Costs and Attorneys' Fees. In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court.

.3. No Waiver of Rights. The failure of the Association or any unit owner to enforce any covenant, restriction, or other provision of the Condominium Ownership Act, this Declaration, the By-laws, or the Rules and Regulations shall not constitute a waiver of the rights to do so thereafter.

18. Covenant Against Partition. There shall be no judicial or other partition of the project or any part thereof, nor shall DEVELOPER or any person acquiring any interest in the project or any part thereof seek any such partition unless the project has been removed from the provisions of the Condominium Ownership Act, as in said Act provided.

19. Amendment. This Declaration of Condominium and the By-laws of ISLAND WINDS WEST ASSOCIATION, INC., may be amended in the following manner:

.1. Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

.2. Resolution. A resolution adopting a proposed

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amendment may be proposed by either the Board of Directors of the Association or by members having not less than ten percent (10%) of the total percentage values of those votes entitled to be cast at a meeting, and after being so proposed and thereafter approved by one (1) of such bodies, it must then be approved by the other to become effective. Directors and members not present at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary at or prior to the meeting. Such approvals must be by not less than a majority of the Directors and by not less than a majority of the votes of the Association; provided, however, that any such amendment shall have been approved in writing by all mortgagees who are the holders of mortgages which are liens on the units of the approving owners; and provided, further, that every amendment that alters the percentage of undivided interest of an owner in the common areas and facilities or that alters or impairs any common area and facility or any easement or hereditament shall require the unanimous approval of all such owners and all such mortgagees.

.3. Recording. A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective when recorded in the office of the Judge of Probate of Baldwin County, Alabama.

.4. Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record owners, including first mortgagees, of units in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the office of the Judge of Probate of Baldwin County, Alabama.

.5. Proviso. Provided, however, that no amendment shall discriminate against any unit owner nor against any unit or class or group of units, nor change any condominium unit nor increase the owner's liability for common expenses unless the record owner thereof and all record owners of liens thereon shall join in the execution of the amendment.

.6. Provisions Pertaining to the Developer.

(a) Notwithstanding any other provisions herein contained, for so long as the DEVELOPER continues to own any of the units, the DEVELOPER reserves the unrestricted right to sell, assign or lease any unit which it continues to own after the recording or filing of this Declaration, and to post signs on the condominium property.

(b) Provided, however, that until the DEVELOPER of the condominium has completed and sold all of the units of the condominium or until February 1, 1986, or until DEVELOPER elects to terminate its control of the condominium, whichever shall first occur; and provided, further, that until the DEVELOPER of the condominium has completed and sold eighty percent (80%) of the aggregate of all units of the condominium, or until the DEVELOPER elects to terminate its control over the condominium, whichever shall first occur, the following additional provisions shall be

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deemed to be in full force and effect:

(i) The DEVELOPER reserves the right to amend the By-laws of the Association.

(ii) The Directors of the Association shall be designated by the DEVELOPER and such Directors as may be so designated need not be unit owners.

(c) None of the provisions in this subparagraph contained shall be construed so as to relieve the DEVELOPER from any obligations of a unit owner to pay assessments as to each unit owned by it, in accordance with the condominium documents.

20. Proportionate Changes in Common Expenses, Common Surplus, and Voting Rights. In the event of any one (1) or more of the units are not rebuilt by reason of the loss of lands as a result of destruction, condemnation or otherwise, and therefore the number of units is reduced, or in the event the number of units is reduced because (a) the Association has become the owner of a unit by foreclosure of its lien as heretofore provided, or (b) an entity has acquired title to a unit as the result of owning a mortgage upon the unit concerned, whether by deed from the mortgagor or through foreclosure proceedings, then the proportionate share of the common expenses and of the common surplus and the voting rights of each unit shall be increased by adding to each remaining unit their proportionate percentages of ownership out of the percentages of ownership of the units so reduced.

21. Termination. The condominium may be terminated in the manner provided by the Condominium Ownership Act; provided, however, that, in the event of termination, each unit shall be subject to the payment of a share of the common expenses as heretofore defined, subject to increase as provided in paragraph 20 hereof.

22. Eminent Domain.

.1. Partial Taking Without Direct Effect on Units. If part of the condominium shall be taken or condemned by any authority having the power of eminent domain in such manner that no unit is taken, compensation and damages for and on account of the taking of the common elements, exclusive of compensation for consequential damages to affected units shall be payable to the Association as Trustee for all unit owners and mortgagees of record according to the loss or damages to their respective interests in such common elements. The Association, acting through its Board of Directors, shall have the right to act on behalf of the unit owners with respect to the negotiation and litigation of the issues with respect to the taking and compensation affecting the common elements, without limitation on the right of the unit owners to represent their own interests. Such proceeds shall be paid to the Association and shall be used promptly to the extent necessary for restoring or replacing improvements so taken on the remaining property in as substantial compliance with the original plans and elevations of the improvements as possible and so as to restore the general value of the condominium. In the event such restoration or

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reconstruction is impossible or impractical, or in the event there is an award in excess of the amount necessary to so substantially restore or reconstruct the common elements, the amount of such award or the excess, as the case may be, shall be distributed by the Association to the unit owners in proportion to their share of undivided interest in the common elements. Nothing herein shall be deemed to prevent unit owners whose units are affected by the taking or condemnation from joining in the condemnation proceedings and petitioning on their own behalf for damages relating to loss of value of the affected units, or personal improvements therein, exclusive of damages related to the taking of common elements. In the event the condemnation award does not allocate damages to specific units, but includes an award for reduction in value of the units without such allocation, the award shall be distributed to the affected unit owners and mortgagees of record in proportion to each unit owner's undivided interest in the common elements.

.2. Partial or Total Taking Directly Affecting Units.

If part or all of the condominium shall be taken or condemned by any authority having the power of eminent domain in such manner that any unit or part thereof is taken, the Association shall have the right to act on behalf of the unit owners with respect to common areas as in subsection .1. of this paragraph 22, and the proceeds shall be used or distributed as outlined therein. The Association, acting through its Board of Directors, shall have the right to act on behalf of the unit owners affected with respect to the negotiation and litigation of the issues with respect to the taking and compensation affecting the taken area, without limitation on the right of the unit owners to represent their own interests. The awards so made shall be used by the Association first to restore the units and improvements on the remaining common elements in the same manner as provided for restoration or reconstruction under paragraph 14 of this Declaration, to the extent possible attempting to rebuild buildings containing new units of the same number, size and basic plan as the units taken, and with any excess award distributed as provided in subsection .1. of this paragraph 22. In the event that the Board of Directors determines that such a taking so removed land and buildings containing units that they cannot effectively be restored or replaced substantially in compliance with the building plans, and unless seventy-five percent (75%) of the unit owners and holders of record of mortgages on at least seventy-five percent (75%) of the units vote to accept an alternative plan, the award shall be distributed as provided in subsection .1. of this paragraph 22.

.3. Notice to Mortgagees.

The Board of Directors, immediately upon having knowledge of the institution or threat of institution of any proceedings or other action with respect to the taking of condominium units, the common elements, or any portion of any condominium unit or common element in condemnation, eminent domain or other proceeding or actions involving any unit of government or other entity having the power of eminent domain, shall notify mortgagees holding liens of record on any of the units. Any such mortgagee may, at its option, and if permitted by law, participate in any such proceedings or actions or, in the event, may at its option, participate in negotiations in connection therewith, but shall have no obligation so to do.

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23. Table and Headings. This table of contents and headings used in this Declaration have been inserted for convenience and do not constitute matter to be construed in interpretation.

24. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the By-laws of the Association shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the said ISLAND WINDS, a partnership, has caused THESE PRESENTS to be executed by its partners, all thereunto duly authorized, this the day and year first above written.

ISLAND WINDS, a partnership

By:

Gerald T. King
General Partner

David Bodenhamer
General Partner

Joe Raley
General Partner

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Gerald T. King, David Bodenhamer, and Joe Raley, whose names as General Partners of ISLAND WINDS, a partnership, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such partners and with full authority, executed the same voluntarily on the day the same bears date, for and as the act of said partnership.

Given under my hand and seal this 1st day of July, 1981.

Dorothy Lee Jones
Notary Public

THIS INSTRUMENT PREPARED BY:

MICHAEL J. SALMON, ATTORNEY
P. O. Box 162
Gulf Shores, Alabama 36542

Exhibit A

ISLAND WINDS

WEST

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**SPECIFICATIONS FOR
THE CONSTRUCTION OF
ISLAND WINDS
AN 87 UNIT CONDOMINIUM
FOR
ISLAND WIND LTD.
BALDWIN COUNTY
GULF SHORES, ALABAMA**

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**JOHN M. SENKARIK, A.I.A.
ARCHITECT
PLANNING & DESIGN
HIGHWAY 59 SOUTH
GULF SHORES, ALABAMA**

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SUPPLEMENT NO.1

NOT. 39/15F 1797

PROPOSAL FORM

PROPOSAL OF _____
(Name of Bidder)

PROPOSAL

for

THE CONSTRUCTION OF

ISLAND WIND

AN 87 UNIT CONDOMINIUM

FOR

ISLAND WIND LTD.

GULF SHORES, BALDWIN COUNTY, ALABAMA

ARCHITECT

John M. Senkarik

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Gentlemen:

The undersigned, having examined the Drawings, Specifications and Related Documents, the site of the proposed Work, being familiar with all of the conditions relating to the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, equipment and materials required in connection with or incidental to the construction of Island Wind, an 87 unit Condominium for Gulf Shores, Baldwin County, Alabama and in strict conformance with Plans and Specifications as prepared by John M. Senkarik, A.I.A., Architect for the base amount of: _____

_____ DOLLARS (\$ _____).

SUBCONTRACTORS: This Bid proposal is predicated on acceptance of the following principal subcontractors by Architect and Owner:

MECHANICAL WORK: _____
(Contractor's Name)

(Address)

ELECTRICAL WORK: _____
(Contractor's Name)

(Address)

PILING WORK: _____
(Contractor's Name)

(Address)

CARPENTRY WORK: _____
(Contractor's Name)

(Address)

UNIT PRICES: The following Unit Prices shall be submitted by the bidder for the purposes of establishing the sums to be added to or deducted from the contract amount on account of an increase or decrease in quantity of the following items:

<u>ITEM</u>	<u>UNIT</u>	<u>PRICE</u>
Concrete Piling	Lineal Feet	\$ _____

Unit price shall cover the cost of material in place including all labor, material, equipment, incidentals and services, overhead and profit required to render the same complete.

BID GUARANTEE: The under-signed furnishes herewith bid guarantee in the amount of 5% of the total of base bid proposal lump sum amount and attaches same to the proposal. This bid guarantee warrants that the undersigned will not withdraw his proposal for the period of 30 days after the scheduled closing time for the receipt of proposals, and that if this proposal is accepted, the undersigned will enter into a formal contract (prepared by the Owner) and that the required performance bond and payment bond will be given. In the event of the withdrawal of this proposal within the period stipulated above, or the failure of the undersigned to enter into a contract and give the required bonds within ten (10) days after the undersigned has received notice of the acceptance of this proposal, the undersigned shall be liable to the Owner for the full amount of the bid guarantee as liquidated damages to the Owner on account of the default of the undersigned. It is understood that the right is reserved by the Owner to reject any and all bids.

ADDENDA: The undersigned hereby acknowledge receipt of the following Addenda to the Drawings and Specifications, all of the provisions and requirements of which Addenda have been taken into consideration in the preparation of the foregoing Proposal.

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ADDENDUM NO. _____ DATED: _____

ADDENDUM NO. _____ DATED: _____

ADDENDUM NO. _____ DATED: _____

ADDENDUM NO. _____ DATED: _____

State of Alabama Contractor's License

(Name of Holder)

(Certificate No.)

In witness whereof, the Bidder has hereunto set this signature
and affixed his seal this _____ day of _____ A.D.,

(Seal)

BY: _____

Title: _____

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SUPPLEMENTARY GENERAL CONDITIONS

1. A.I.A. DOCUMENTS-The General Conditions, August 1976 Edition, of the American Institute of Architects, are hereby made a part of this specification, and shall apply to all trades. Copies may be seen on file in the Architect's office. Where the Special Conditions of the following specifications differ from the A.I.A. General Conditions, these typewritten specifications shall govern.
2. LOCATION OF SITE-The building site is adjacent to West 2nd St. on the South side of West Gulf Shores Boulevard, Gulf Shores, Alabama 36542.
3. INSPECTION OF THE SITE-The Contractor shall visit the site and shall thoroughly familiarize himself with the buildings, the conditions affecting same, entrances, utilities, etc.
4. TEMPORARY STRUCTURES-The Contractor shall maintain at the site the following accessories to the work: A temporary office wherein drawings and specifications, samples, etc., shall be kept in good condition and readily accessible. Suitable sheds for the proper storage of material. Toilets for the use of the workman. At the completion of the entire work, all such structures shall be removed by the Contractor and the premises immediately around building left absolutely clear of all debris and raked clean.
5. ORDERS-No orders for any change or additions to this work shall be considered by the Contractor unless they come to him in written form from the Architect.
6. MEASUREMENTS-The Contractor shall verify all measurements for all portions of the work, checking all figures on the drawings before placing orders for work or materials involved. Figures on drawings shall take precedence over measurements by scale or rule and large scale drawings over small scale drawings. Should the Contractor find that any detail cannot be accurately followed as it is figured or shown, he shall refer the matter to the Architect before he proceeds. Apply to the Architect for all missing important dimensions and for interpretations of obscure parts of the documents, accepting the Architect's decision as final. THE ARCHITECT SHALL BE PROMPTLY ADVISED OF ANY DISCREPANCY AND ANY ADJUSTMENT MADE CONTRARY TO OR WITHOUT HIS DECISION WILL BE AT THE RISK OF THE PARTY MAKING SUCH ADJUSTMENT.
7. ADVERTISING SIGNS-The Contractor shall provide a job sign of approximately 4'X 8' listing the following: Project name, Architect name, Contractor name, Developer name.
8. PERMITS-The Contractor for this work shall obtain and pay for all permits required in this work.
9. CUTTING AND PATCHING-The General Contractor shall do all cutting and patching necessary for all other trades.

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10. INTENT OF CONTRACT DOCUMENTS-The Contractor shall provide complete new and renovation work in accordance with the meaning and intent of the specifications and drawings, whether or not all of the items involved under any one trade are mentioned in one or several headings. Any material reasonably required for the complete execution of any portion of the work, shall be furnished by the Contractor. Written request may be made by bidders for interpretation of doubts as to meaning, conflict, discrepancy or omission in contract documents. Such interpretations will be made by addendum and furnished each bidder of record. The specifications and drawings are complementary to one another, and what is called for or shown by one shall be as binding as if called for or shown by both.
11. CLEANING SITE DURING CONSTRUCTION-The General Contractor shall clean the site during construction to the satisfaction of the Architect.
12. SELECTION OF SUPERINTENDENT ON THIS PROJECT-A superintendent approved by the Architect shall be employed full time on this project and shall have full authority to act for the Contractor. He shall remain on the job during the regular working hours each day. The superintendent shall remain on this job until the building is completed unless the Architect otherwise notifies the Contractor.
13. HURRICANE PROTECTION-Should hurricane warning be issued, the Contractor shall take every practicable precaution to minimize danger to persons, to the work, and to adjacent property. These precautions shall include closing all openings, removing all loose materials, tools, scaffolding and other temporary work.
14. BOND AND INSURANCE REQUIREMENTS-The Contractor shall provide and maintain all bonds and insurance required by Owner and/or lending agencies.
15. COPIES OF PLANS AND SPECIFICATIONS FURNISHED-The Owner will provide to the Contractor up to fifteen (15) sets of the drawings and specifications upon the signing of the contract. Contractor may purchase additional copies by paying the cost of reproduction.
16. STATE SALES TAX-The Contractor will be required to pay State Sales Tax on any material incorporated in this project.
17. ARCHITECT'S REPRESENTATIVE-The Architect's representative on this job has full authority to issue instructions and to make minor changes. Any instructions given or minor changes made by him will be confirmed in writing by the Architect.
18. PAYMENTS-Payment requests in five (5) copies shall be submitted to the Architect by the Contractor at the end of each month. The Architect will review and approve or disapprove pay requests within ten (10) days and submit to the Owner. Payment will be made for 90% of the work approved and/or stored at the site.

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19. TEMPORARY SERVICES-The Contractor shall furnish and pay for temporary water, electrical or other services for this work.
20. SHOP DRAWINGS-Shop drawings shall be submitted to the Architect for approval on all shop-fabricated and pre-manufactured items. Six (6) copies shall be submitted to the Architect and fabrication shall not begin until the Architect has approved them.
21. SUBSTITUTIONS-Items listed by manufacturer in this specification are listed for purposes of quality control. Submit to the Architect for his review and approval six (6) copies of the manufacturer's shop drawings and/or catalog information prior to any substitutions. Substitutions made without the approval of the Architect will be removed from the job.
22. OR APPROVED EQUAL-Where referred to in the specifications the Architect shall be the authority in determining if other products are equal to the products specified.

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SECTION 2A- EARTHWORK

SCOPE: Perform all excavating, backfilling and grading as shown on the drawings and as specified herein.

CONDITIONS AT THE SITE:

Visit the site, examine and note all conditions as to character and extent of work involved.

PERMITS - ORDINANCES:

Procure and pay for all necessary permits or certificates required by local authorities having jurisdiction over the work. Comply with all applicable federal, state and local ordinances.

TESTS, INSPECTIONS AND SUPERVISION:

- A. General contractor shall lay out all lines and levels. Make every effort to preserve stakes.
- B. General contractor should give the work his personal supervision. In his absence he shall leave a responsible representative in charge who shall have the authority to receive and execute orders from the architect or his representative.

LAYOUT:

- A. Layout of all work under this section shall be made by a licensed surveyor acceptable to the architect.
- B. Maintain all benchmarks, control monuments and stakes whether newly established by surveyor or previously existing. Protect from damage and dislocation. If necessary to disturb existing benchmarks, re-establish in a safe place.
- C. If any discrepancies are found by the surveyor between the drawings and actual conditions at the site, architect reserves the right to make such minor adjustments and work specified as necessary to accomplish the intent of the contract documents without increased cost to owner.

EXISTING UTILITIES ADJACENT PROPERTY:

Restore any damage to adjacent properties, streets and the like caused by operations of this section to original conditions without additional cost to owner.

PUMPING AND DRAINAGE:

- A. Keep all excavations, pits, trenches, footings, etc. entirely free from water.
- B. Protect excavations from rain or water from any source during construction. Use suitable pumping equipment or other means as required by conditions. Continue pumping as necessary until completion of project or until released by architect.

EXCAVATION:

- A. Excavate to depths noted on drawings as required for proper completion of all footings and other sub-grade level work and cut to sufficient size to provide ample room for construction of forms, shoring, and bulk-heading, as required.
- B. Backfill any excess excavation under footings with concrete at contractor's expense.
- C. Shore and brace excavations where necessary to prevent cave-ins and in accordance with all safety laws and codes.

TRENCHING:

Underground piping, electrical conduits, etc. shall be done by the trade installing the pipes, conduits, etc. Backfilling of trenches shall conform to the requirements for compacted fill.

FILLING AND BACKFILLING FOR STRUCTURES AND TRENCHES:

All fill and backfill shall be free from roots with scrap material and other vegetable matter and refuse and shall have a minimum of 5% of clay added thereto when used under structures. Fill and backfill shall be placed in layers not more than 6" thick except as specified otherwise herein and each layer shall be compacted thoroughly and evenly. Backfilling pipe trenches which are approved shall be compacted in 6" layers to a depth of 1 foot over the top of the pipe. The remainder of the trench shall be backfilled in well compacted one foot layers.

COMPACTION:

If the density of the existing material is less than 95% it shall be compacted to a depth of 12" to the minimum 95% density. Fill, backfill under the concrete slabs and the upper 12" under paved areas shall be compacted to not less than 95% of the maximum density. Optimum density shall be as determined by the "American Association of State Highway Officials" standard method of test for the compaction and density of soil.

FINISH GRADING:

Perform all finish grading required as indicated on the drawings. At completion of work entire site shall be left in a clean and finished condition conforming to plans and specifications.

END SECTION 2A

SECTION 2C- PAINTING AND MARKING

GENERAL:

A. The Contractor shall furnish all labor, materials, tools, equipment, and perform all work and services necessary for all paving striping and markings as shown on drawings and as specified, in accordance with provisions of the Contract Documents, and completely coordinated with work of all other trades.

B. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation.

MATERIALS:

A. Paint-

1.) Nonreflective Paint: Fed. Spec. TT-P-115E.

2.) Color of Paint: Yellow or white, subject to approval.

EQUIPMENT:

A. Striping Machine: Self-contained, self-propelled, capable of painting up to 6 in. wide stripes by use of a spray nozzle, with paint kept in constant agitation and under pressure.

PREPARATION OF SURFACE:

Thoroughly clean surfaces to receive striping or marking of foreign substances. Have surfaces completely dry before painting.

PAINTING:

A. Do not paint until a minimum of 21 days has elapsed from time surface is completed. A longer period may be required if directed by Architect.

B. Do not apply over wet surfaces, during wet or damp weather, or when temperature is below 40 degrees F. Mark and stripe in accord with applicable drawings.

C. Use a guide to form markings true to line and width. Keep paints thoroughly stirred and at uniform consistency during application. Do not thin in excess of manufacturer's recommendations. Method of applying paint shall be approved by Architect prior to commencing marking operations. Use rate of application sufficient to produce complete coverage without voids or thin spots. Over-paint unsatisfactory markings as directed by Architect. Protect all markings from traffic until paint has dried sufficiently to prevent tracking. Perform all striping with an approved striping machine.

SECTION 2B - PRECAST CONCRETE PILES

SCOPE:

Provide all labor, materials, equipment and services of every nature necessary to complete all precast concrete pile work, including pile tests, shown on the drawings and herein specified, subject to the terms and conditions of the Contract.

REQUIREMENTS:

A. General: Prestressed concrete piles shall be pretensioned, and shall be as indicated and specified herein. Bids shall be based upon the number, size, capacity and lengths as shown on the drawings.

B. Soil Information: A soils report has been prepared for this project and is included elsewhere within these specifications. The soils reports on indicated subsurface conditions are not intended as representations or warranties of the continuity of such conditions. It is expressly understood that the Owner will not be responsible for interpretations or conclusions drawn therefrom by the contractor. The soils report is made available for the convenience of the contractor. Additional test borings and other exploratory operations may be made by the contractor at no additional cost to the Owner, provided such operations are acceptable to the Architect.

C. Side Conditions: Clearing, grading, earthwork, excavations, dewatering, fill and compaction are covered in other sections of these specifications.

D. Soils Engineer: Reference to Soils Engineer in this section will imply Larry M. Jacobs & Associates, Inc. of Pensacola, Florida.

E. Pile length from point to cut-off shall be determined as follows: From the data obtained as a result of driving and loading the test piles, specified hereinafter, the Soils Engineer will determine and will list for the contractor the "calculated" pile point elevations and the driving resistances for all piles. This list shall be used as the basis for ordering the piles. Payment will be on the basis of length of piling from cut-off elevation to final point elevation, established by the requirements specified elsewhere in this section. Should the total number of piles or the number of each length vary from that indicated as the basis for bidding, an adjustment in the contract price and the time for completion will be made. If excavation into firm bearing material is made adjacent to piling and below the grade indicated, and if piling is driven before backfilling in the over-excavation, no payment will be made for the length of piling equal to the depth of the over-excavation. No additional payment will be made for cutting off piles, for any portion of a pile remaining above cut-off elevation, for broken, damaged, or rejected piles, for test piles unless used as a permanent pile, for piles which fail to develop the driving resistance specified by the Soils Engineer, or for resetting of rig and retapping of sufficient number of piles, as directed by the Soils Engineer to insure permanent seating of piles.

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SECTION 28 - PRECAST CONCRETE PILES

SCOPE:

Provide all labor, materials, equipment and services of every nature necessary to complete all precast concrete pile work, including pile tests, shown on the drawings and herein specified, subject to the terms and conditions of the Contract.

REQUIREMENTS:

A. General: Prestressed concrete piles shall be pretensioned, and shall be as indicated and specified herein. Bids shall be based upon the number, size, capacity and lengths as shown on the drawings.

B. Soil Information: A soils report has been prepared for this project and is included elsewhere within these specifications. The soils reports on indicated subsurface conditions are not intended as representations or warranties of the continuity of such conditions. It is expressly understood that the Owner will not be responsible for interpretations or conclusions drawn therefrom by the contractor. The soils report is made available for the convenience of the contractor. Additional test borings and other exploratory operations may be made by the contractor at no additional cost to the Owner, provided such operations are acceptable to the Architect.

C. Side Conditions: Clearing, grading, earthwork, excavations, dewatering, fill and compaction are covered in other sections of these specifications.

D. Soils Engineer: Reference to Soils Engineer in this section will imply Larry M. Jacobs & Associates, Inc. of Pensacola, Florida.

E. Pile length from point to cut-off shall be determined as follows: From the data obtained as a result of driving and loading the test piles, specified hereinafter, the Soils Engineer will determine and will list for the contractor the "calculated" pile point elevations and the driving resistances for all piles. This list shall be used as the basis for ordering the piles. Payment will be on the basis of length of piling from cut-off elevation to final point elevation, established by the requirements specified elsewhere in this section. Should the total number of piles or the number of each length vary from that indicated as the basis for bidding, an adjustment in the contract price and the time for completion will be made. If excavation into firm bearing material is made adjacent to piling and below the grade indicated, and if piling is driven before backfilling in the over-excavation, no payment will be made for the length of piling equal to the depth of the over-excavation. No additional payment will be made for cutting off piles, for any portion of a pile remaining above cut-off elevation, for broken, damaged, or rejected piles, for test piles unless used as a permanent pile, for piles which fail to develop the driving resistance specified by the Soils Engineer, or for resetting of rig and retapping of sufficient number of piles, as directed by the Soils Engineer to insure permanent seating of piles.

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F. Concrete Materials and Methods: Shall conform to "Section 3A - Cast In Place Concrete", as modified herein. Concrete piles shall conform to AASHTO and Prestressed Concrete Institute "Standard Prestressed Concrete Piles". Prior to the start of the work, the contractor shall, at his own expense, prepare and submit for approval a mix design, prepare cylinders, and present certified test reports from a laboratory approved by the Architect. The Architect may waive this requirement in the case of an established precasting yard with certified records of mixes and tests which are the same as the mix proposed. The mix shall produce concrete having an ultimate compressive strength of 5,000 psi at 28 days. Aggregates shall conform to ASTM C33. The largest maximum size aggregate that will satisfy placing conditions shall be used to minimize shrinkage. Type III cement will be permitted provided the tricalcium aluminate content is limited to 8 percent, except as otherwise provided herein. Maximum chloride content of concrete shall be 0.5 lbs. per cu. yd.

1. Admixtures: When required to retard the setting of the concrete, an admixture conforming to Type B of ASTM Specification C494 shall be used at no additional cost to the Owner. Admixtures containing chlorides shall not be used, and the contractor shall furnish certification that admixtures used are free of chlorides.

2. Prestressing steel shall be seven-wire stress relieved strand conforming to ASTM Specification A416 as modified herein. Except as otherwise provided herein, ultimate breaking strength shall be 250,000 psi. All prestressing steel shall be free of grease, oil, wax, paint, soil, dirt, and loose rust. The use of prestressing strands having kinks, bends, knicks, or other defects will not be permitted. Steel for ties shall conform to ASTM Specification A82.

G. Pile Construction:

1. Piles shall be pretensioned concrete piles manufactured by a method approved by the Architect. Workmanship shall conform to standard commercial practice in modern prestressing plants. Pile pickup points shall be where required to permit handling. Unless special lifting devices are attached for pickup, pickup points shall be plainly marked on all piles after removal of the forms, and all lifting shall be done at these points. The use of special embedded or attached lifting devices, the employment of other pickup points or any other method of pickup shall be subject to approval of the Architect. Piles shall be lifted by a suitable bridge or sling attached to the pickup points. Piling shall not be driven until the concrete attains a compressive strength of not less than 5,000 psi as indicated by breaking test cylinders.

2. Forms shall be of metal and shall be well braced and stiffened against deformation, shall be accurately constructed, shall be watertight, and shall be supported on unyielding casting beds. Forms shall permit movement of the pile without damage during release of the prestressing force. Bottom of the form shall be within 1/4-inch of a true plane in a length of 50 feet.

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3. Concrete Work: Concrete shall not be deposited in the forms until the placement of reinforcement and anchorage has been inspected and approved by the manufacturer's engineer. Each pile shall be produced of dense concrete, shall be straight with smooth surfaces, and the reinforcement shall be retained in its proper position during fabrication. Concrete shall be placed promptly after mixing is completed and shall be deposited close to its final position in the form. Vibrator heads shall be smaller than the minimum distance between steel for pretensioning. The plane of the heads of the piles shall be perpendicular to the axis of the pile. The ends of all piles and the corners of square piles shall be chamfered 3/4-inch. Not less than three test cylinders shall be prepared at the time the concrete is deposited for each production line to determine the strength of the casting at different areas. The cylinders shall be cured in the same manner as the piles and shall be placed at the point where the poorest curing conditions are offered. This is at the coolest point in the bed for steam curing. Sides of forms shall not be removed until the concrete has attained a compressive strength of eight-tenths of the specified minimum ultimate compressive strength of the pile.

4. Curing of piles shall conform to "Section 3A - Cast In Place Concrete", except as specified otherwise herein. All concrete shall be moist cured for a minimum of 21 days, except concrete which is steam cured in accordance with the requirements specified hereinafter. Piles shall not be moved, handled, prestressed, or otherwise subjected to stress during the entire curing period. Steam curing of prestressed concrete piles may be used provided the piles are kept continuously moist for a minimum of 72 hours including the steam curing period. The casting bed for any piles cured with steam shall be enclosed completely with a suitable enclosure to minimize moisture and heat losses. After placement of the concrete, the piles shall be moist cured for a minimum of 4 hours unless the ambient air temperature is below 50 degrees F, in which case the steam shall be applied to hold the air surrounding the pile at a temperature between 50 degrees and 70 degrees F. Steam shall not be applied directly upon the concrete surfaces. During application of steam, the air temperature shall be increased at a rate not exceeding 40 degrees F per hour until a maximum temperature of 140 to 160 degrees F is reached. The maximum temperature of 140 to 160 degrees F shall be held until the concrete has reached the required strength. In discontinuing the steam application, the air temperature shall be decreased at a rate not exceeding 40 degrees F per hour until a temperature has been reached 20 degrees F above the temperature of the air to which the concrete will be exposed. The concrete shall not be exposed to temperatures below freezing until at least 6 days after casting. All temperatures within the steam chamber shall be measured by means of recording type thermometers.

5. Prestressing: The tension to which the steel is to be prestressed shall be measured by the elongation of the steel and verified by the jack pressure reading on a calibrated gage. Means shall be provided for measuring the elongation of the steel to at least the nearest 1/8 inch. When the difference between the results of measurement and gage reading is more than 5 percent, the cause of the discrepancy shall be corrected. The tensioning steel shall be given a uniform prestress prior to being brought to design prestress. Pretension in the strands shall be released from the anchorage gradually and simultaneously. The transfer of prestressing force

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shall be done when the concrete has reached a compressive strength of not less than eight-tenths of the specified minimum compressive strength. The same initial prestress shall be induced in each unit when several units of prestressing steel in a pile are stretched simultaneously.

6. Splices: Splicing of piles will not be permitted without approval of the Architect.

7. Test piles shall be of the type, and shall be jelled and driven in the manner, specified for all piling elsewhere in this section. The Soils Engineer will use test pile and load test data to determine the "calculated" pile tip elevation and the necessary driving resistance. Test piles shall be driven at the locations indicated, or directed. Test piles, if located properly and offering adequate driving resistance, may be used in the finished work. Test piles indicated to be used for load tests shall be driven to the calculated tip elevation specified or indicated. A record shall be kept for each test pile, of the number of blows required for each foot of penetration throughout the entire length of the pile, and of the penetration per blow. The record shall include the type and size of the hammer used, the rate of operation, and the type and dimensions of driving helmet and cushion block used. Any unusual occurrence during driving of the pile shall be recorded and brought to the attention of the Soils Engineer.

H. Pile Driving: Piles shall be driven to or below the "calculated" tip elevation to reach a driving resistance in accordance with the schedule which the Soils Engineer will prepare from the test pile driving. The pile hammer used for driving shall be the same type, operated at the same rate and in the same manner, as that used for driving the test piles. If a pile fails to reach the "calculated" tip elevation; or if the pile reaches the "calculated" tip elevation without reaching the required driving resistance, corrective measures shall be applied as recommended by the Soils Engineer and approved by the Architect.

1. Pile Hammers: Piles shall be driven with an air, steam or diesel-powered hammer of a type approved by the Soils Engineer. The hammer furnished shall have a capacity of at least 40,000 ft. lb. The required driving energy of the hammer shall be obtained by use of a heavy ram and a short stroke with low impact velocity, rather than a light ram and a long stroke with high impact velocity. Diesel powered hammers shall be operated at the rate recommended by the manufacturer throughout the entire driving period. Sufficient pressure shall be maintained at the steam hammer so that: (1) for double-acting hammer, the number of blows per minute during and at the completion of driving of a pile is equal approximately to that at which the hammer is rated; (2) for single-acting hammer, there is a full upward stroke of the ram; and (3) for differential type hammer, there is a slight rise of the hammer base during each upward stroke.

2. Protection of Piles: Care shall be taken to avoid damage to the piles in placing the pile in the leads and during the pile driving operations. Piles shall be laterally supported during driving, but shall not be unduly restrained from rotation in the leads. Where pile or projecting reinforcement orientation is essential, special care shall be taken to maintain the orientation during driving. The top of the pile shall

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be squared to the longitudinal axis of the pile. If the contractor elects to use a pile head with projecting strands or mild steel reinforcing, a special driving head shall be used to prevent damage to the reinforcement and prevent direct impact forces from being transmitted through the reinforcement. The special driving head shall include a softwood cushion block, approved by the Architect, and adequate to prevent the formation of cracks around the reinforcement during driving, in addition to the other requirements specified hereinafter. A driving helmet or cap including a cushion block or cap block of a design approved by the Architect shall be used between the top of the pile and the ram to prevent impact damage to the pile. The driving helmet or cap and cushion block combination shall be capable of protecting the head of the pile, minimize energy absorption and dissipation, and transmit energy uniformly and consistently during the entire driving period. The driving helmet or cap shall fit loosely around the top of the pile so that the pile may rotate slightly without binding within the driving head. During the test pile period the Contractor shall demonstrate to the satisfaction of the Architect that the equipment to be used on the project performs the above functions. The cushion block may be a solid or laminated softwood block with the grain parallel to the end of the pile enclosed in a close-fitting steel housing. The thickness of block shall be suitable for the length of pile to be driven and the character of subsurface material to be encountered. Generally, thicker blocks are required for longer piles and softer subsurface material. The cushion block shall be replaced if it has been damaged, split, highly compressed, charred or burned, or has become spongy or deteriorated in any manner. Under no circumstances will the use of small wood blocks, wood chips, rope, or other material permitting excessive loss of hammer energy be permitted. The contractor shall submit to the Architect, at least two weeks before the start of test pile driving operations, detail drawings of the cushion block, including records of successful use.

3. Tolerances in Driving: All piles shall be driven with a variation of not more than 0.25 inch per foot of pile length from the vertical. Top of pile shall be within ± 1 inch of the location indicated, except piles covered by poured-in-place concrete caps can be ± 3 inches. Manipulation of piles to force them into position will not be permitted.

4. Jetting or Predrilling of Piles: Jetting or predrilling of piles will be required to within roughly 3 to 4 feet of bearing stratum unless otherwise directed by the Soils Engineer. More exact elevations will be determined by the Soils Engineer from test pile data. Piling designated on the drawings as shear piling to be jetted and driven in a manner to result in firm surrounding soil around the top of the piling after it is driven. Procedure subject to approval by Engineer.

5. Cutting off piles shall be with pneumatic tools, sawing, or other means approved by the Architect. The use of explosives for cutting will not be permitted.

QUALITY CONTROL:

A. Piling:

1. Manufacture shall be by a firm specializing in prestressed concrete products and services of the types specified herein. The manufacturer must show evidence of successful completion of similar work.
 2. All prestressed concrete products shall be designed to support the live and dead loads indicated on the drawings and handling loads.
 3. Design shall be accomplished by, or under the direct supervision of a Professional Engineer registered in the State of Florida, who has had a minimum of two years responsible experience in prestressed concrete design. He shall affix his signature and seal to all design calculations and shop drawings certifying that all products had been designed to meet this specification and the load criteria shown on the drawings. He shall submit three copies of complete design calculations to the Architect for record purposes, if requested.
 4. Permissible design deviations shall be supported by complete calculations and drawings and shall have the Architect's approval. All connection, bearing and fitting details shown indicate the Architect's intent. The manufacturer may be permitted to modify these details if such modifications will be equally or more efficient, more consistent with the latest recommendation practices of the Prestressed Concrete Institute, and not more costly.
 5. Shop Drawings: Before commencing work, the contractor shall submit to the Architect for approval, shop drawings showing details of the plant, equipment, method of pick-up, tensioning and detensioning procedures for manufacturing the precast, prestressed piling.
 6. Test cylinders and tests procedures shall conform to the applicable requirements of "Section 3A - Poured in Place Concrete". Three (3) copies of all concrete test cylinder results shall be submitted to the Architect for record purposes.
 7. Tests: Testing of complete members is not contemplated within the scope of work; if, however, such testing shall at any time be deemed desirable by the Architect only for determining adequacy of design, the cost of same will be at the expense of the Owner.
- B. Soils Engineer: A qualified professional Soils Engineer will be employed by the Owner to supervise the test pile driving. The Soils Engineer will make all the necessary decisions in regards to the type and number of test piling required. From the data obtained from the tests, he will establish driving criteria and piling lengths which will be the basis for the ordering of piling. Records of all operations shall be maintained and three (3) copies shall be submitted to the Architect for record purposes.

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C. Test Piles: Test piles shall be installed, under the direct supervision of the Soils Engineer, where indicated on the drawings. Test piling are to be installed to determine the driving resistance of the pile in order to accurately determine the driving resistance of the pile in order to accurately determine pile lengths required for the remainder of the project. If additional test piles are required, other than those shown, tests will be paid for as an extra. Unless otherwise indicated, all test piling will be located and be considered as a permanent pile.

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D. Application Rate: Rate of application shall be such as to provide wet film thickness of approximately 15 mils.

E. Pavement striping and marking shall be as shown on the plans and in accordance with U.S. Department of Transportation "Manual for Uniform Traffic Control Devices for Streets and Highways" (MUTCD) Edition 1971.

CLEANING:

Place all rags and waste which might constitute a fire hazard in metal containers or destroy at end of each work day. Upon completion of work, remove all containers from site. Remove paint spots or stains upon adjacent surfaces and leave entire job clean and acceptable to Architect.

END OF SECTION 2C

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SECTION 2D- ASPHALTIC CONCRETE PAVING

GENERAL:

A. The Contractor shall furnish all labor, materials, tools and equipment and perform all work and services necessary for or incidental to the construction and completion of asphaltic concrete pavement base and stabilization for roads, parking areas and other incidental structures as shown on drawings and as specified, in accordance with provisions of the Contract Documents, and completely coordinated with work of all other trades.

B. Although such work is not specifically shown or specified, all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation shall be furnished and installed as part of this work.

C. Construct all asphaltic concrete pavement to line, grade and typical section as indicated on the drawings.

REFERENCE SPECIFICATIONS:

A. Asphaltic concrete pavement shall comply with Section 330 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction dated 1977, and the Supplemental Specifications thereto, dated July 1979.

B. Paragraphs and/or references to "Method of Measurement" and "Basis of Payment" of the Standard Specifications do not apply.

C. Wherever the designation "Department" or other state authority occurs in these standard specifications such designation shall be changed to "Architect/Engineer".

D. Other sections or paragraphs of other sections as referenced in Section 330 or referred sections shall become a part of these specifications.

E. All sampling and testing necessary to determine conformance with the requirements of these standard specifications shall be performed by an approved commercial testing laboratory at the Contractor's expense; results of all sampling and testing shall be submitted to the Engineer for approval.

MATERIALS:

A. Sand-clay base materials shall conform to the requirements of Section 912 of the standard specifications.

B. Bituminous materials shall conform to the requirements of Section 916 of the Standard specifications and as further specified in Sections 300, 320, 330, 331, 333 and the supplemental specifications.

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C. Materials for Subgrade Stabilizations shall conform to the requirements of Section 914 of the Standard specifications.

JOB REQUIREMENTS:

A. All asphaltic concrete for this project shall be Type S-1 Asphaltic Concrete as specified in Section 331 or Type III Asphaltic Concrete as specified in Section 333 of the Standard specifications and shall consist of a surface course, $2\frac{1}{2}$ inches or $1\frac{1}{2}$ inches thick (nominal) of hot-mixed hot laid asphaltic concrete on the compacted base course.

B. General construction requirements shall meet all requirements of Section 330 of the Standard specifications.

C. Stabilization for this project shall be as specified in Section 160 of the Standard specifications, for Type B stabilization.

D. All sand-clay base for this project shall be as specified in Section 240 of the Standard specifications.

E. The Contractor shall obtain the sand-clay base material from sources of his own choosing. Material furnished by the Contractor must meet all the requirements of Section 912 of the Standard specifications and the cost of material, hauling and other costs shall be absorbed by the Contractor.

END OF SECTION 2D

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SECTION 3A - CONCRETE

SCOPE:

Provide all labor, materials, equipment and services of every nature necessary to complete all cast-in-place concrete work shown on the drawings and herein specified, subject to the terms and conditions of the Contract.

RESPONSIBILITIES AND COOPERATION:

A. The contractor shall be held responsible for all material meeting all requirements as herein specified, for the adequacy of all formwork, and for all workmanship.

B. The contractor shall cooperate with all other trades, whether or not in his control, in permitting the forming and setting of recesses, chases, sleeves, inserts, bolts, hangers, openings, or any other items that may be necessary.

C. The contractor shall cooperate fully with the Architect or his duly appointed representative. The Architect shall be notified sufficiently in advance of all pours in order that he, or his representative, may inspect and approve the placement of all reinforcing steel, formwork, and the concreting operation.

D. All concrete work shall be in accordance with ACI Code 318-77 except as may be modified on the drawings and in these specifications.

E. All testing to be paid for by the contractor.

MATERIALS:

(All references to ASTM or other specifications indicate the latest edition.)

A. Portland Cement: ASTM C150, Type I or II.

B. Concrete Aggregate: ASTM C33.

1. Fine Aggregate: Natural sand. All sand shall react to ASTM Colorimetric Test for Organic Matter, with a color not darker than the standard referenced color of ASTM C40.

2. Coarse Aggregate: Crushed stone, gravel, or other approved material (slag shall not be used) having clean, hard, durable, uncoated particles. Maximum size of aggregate shall pass through a 3/4" screen, except the maximum size aggregate for concrete in footings, slabs-on-grade, or concrete with no reinforcing, may be 1-1/2", and maximum size for floor fill shall be 3/8". All to be graded from coarse to fine within limits required by ASTM C33. Pea gravel shall be used for wall fill. Dust or other fine particles in excess of 2% will not be permitted.

C. Water: Clean and free from deleterious substances.

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D. Metal Reinforcing:

1. Bars shall be new conforming to ASTM A615, Grade 40. All reinforcing shall be bent cold and shall be free from scale, oil, dirt and structural defects. Fabrication shall be done accurately to the dimensions shown and in accordance with ACI Standard Practices. Store bars at least 6" above the ground.

2. Welded Wire Fabric: ASTM A185.

3. Wire for tying bars shall be 16 gage annealed iron wire.

4. Accessories shall be chairs, bolsters, etc., standard with the fabricator and shall be sufficiently strong to maintain bars in position. Galvanized or plastic tip accessories shall be used where accessory support is in the same plane as face of concrete which will be exposed to the weather.

E. Premoulded Expansion Joints: ASTM D1751 or D1752 sizes to be as shown. Where joints will be exposed, joint sealer conforming to Federal Specification TT-S-230 shall be provided in the top 3/4" of the joint.

F. Concrete Admixture: No admixture of any type will be permitted in the concrete mixes, unless specifically approved by the Architect or otherwise specified.

G. Forms:

1. CFPA, grade-trademarked B-B PLYFORM, CLASS I or II, EXTERIOR; mill-oiled shall be used for all formwork which will be in contact with all poured concrete, except as otherwise specified. Standard board lumber may be used for concrete below grade.

2. Form ties for beams and walls shall be 1" breakback, crimped snap ties.

3. Design and construction of formwork shall be in accordance with ACI 347-68.

H. Sealer and Hardener: Sonneborn "Kure-N-Seal", Grace "One-Kote", W. R. Meadows "CS-309", or approved equal.

I. Inserts:

1. Dovetail Slots: 22 gage galvanized metal, 7/8" wide back and 1/2" wide face x 1/2" deep, with dove-tail crimped-back brick anchors, 1" wide x 16 gage. Furnish fiber or felt fillers.

CONCRETE:

A. Ready-Mixed Concrete: All concrete for this project shall be ready-mixed, either central plant mixed or transit mixed. Equipment, mixing methods, and materials must conform to ASTM C94 and applicable ASTM Standards as indicated under Materials. If directed by the Architect, the

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contractor shall employ an independent testing laboratory to inspect the mixing plant to insure conformance with ASTM C94.

B. Concrete Strengths: All field poured concrete shall develop a minimum compressive strength of 3,000 psi at the end of 28 days, except for walks and wall fill which shall be 2,500 psi concrete.

C. Design Mix:

1. The concrete manufacturer, immediately after the award of this Contract shall submit his standard design mixes for the concrete strengths to be used for this project to the Architect for approval. At the same time, if design mix has not been tested in the previous 30 days, he shall employ an independent testing laboratory to obtain 4 standard test cylinders (ASTM C31) of the concrete strength being manufactured in conformance with the standard design mix. This concrete shall contain the same materials proposed for use on this project. Concrete mixes shall be designed in accordance with ACI Standard Recommended Practices for Selecting Proportions of Concrete (ACI 613-54) based on a slump of 3". The selection of the testing laboratory shall be approved by the Architect.

2. The minimum cement content of all 3000 psi field poured concrete shall be 5 sacks per cubic yard.

D. Field Testing: The contractor shall have an independent testing laboratory conduct tests and submit reports promptly to the Architect on the following field testing of concrete, without additional cost to the Owner.

1. Four standard test cylinders shall be made at the job site for every 50 cubic yards poured, or for each days pour, whichever is less. The procedures of sampling, making, curing, and testing shall be in strict accordance with ASTM C172, C31, C192, and C39, latest editions, respectively, and shall be properly identified as to date, time, pour location and slump. Slump tests shall be made at the same time cylinders are made in conformance with ASTM C143. Samples shall be made by the laboratory only.

2. Two cylinders are to be tested at 7 days and 2 at 28 days, unless otherwise directed. Laboratory shall submit 1 copy of report directly to the Architect, 1 copy to the structural engineer and 2 copies to the contractor.

3. The contractor, at his expense, will be required to have additional tests made, if the Architect deems necessary, of all concrete of which the average of 2 tests from the same days pour is less than specified compressive strength. If these additional tests show that the compressive strength is less than specified, the contractor will be required, at his expense, to remove and replace all such concrete.

E. Adjustment of Design Mixes for Field Conditions:

1. Surface moisture content of aggregate must be determined, in order that water-cement ratio is maintained. Adjust consistency of concrete as

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necessary by varying water content. Addition of water to concrete at job site will be permitted only with the approval of the Architect.

2. Concrete is to be poured with as low a slump as practical. Concrete with excessive slump, in the Architect's opinion, will be sufficient reason for rejection. In no case shall the slump be more than 5", except for wall fill which shall have a slump of approximately 8".

FORMWORK:

A. Forms shall be sufficiently strong to carry the dead weight of the concrete as a liquid without deflection and tight enough to prevent leakage of mortar. Wood forms shall be thoroughly cleated together with corrosion resistant devices. Bevel strips shall be provided in form angles and in corners of boxes for chamfering of corners, where shown or as directed. If any forms show bulge or deflection which in the opinion of the Architect is excessive, the concrete shall be removed and the work shall be rebuilt.

B. Before reinforcing is placed, the inside of wood forms for all exposed concrete shall be coated with plastic coating. Wood forms for concrete which will not be exposed shall be coated with form oil or plastic coating, or shall be thoroughly wetted.

C. Temporary cleanout openings shall be provided at the bottom of forms for columns and walls to facilitate cleaning and inspection immediately prior to concrete placement. Openings shall provide complete access to the surface on which concrete is to be cast.

D. Forms shall not be removed until members have acquired sufficient strength to safely support their own weight, or any weight which will be applied.

REINFORCEMENT:

A. Placing:

1. Metal reinforcement shall be accurately placed in accordance with the plans and shall be adequately supported and secured in position. Use concrete or clay brick for supporting reinforcement in slabs-on-grade and pile caps, when reinforcing is bars. Remove supports as pour progresses. Where welded wire fabric is used, pulled up reinforcing to center of member as concrete pour progresses.

2. Unless otherwise shown, all bars shall lap at least 24 diameters. Lap all welded wire fabric at least one full mesh and tie.

3. All slabs-on-grade shall be at least 4" thick; and shall be reinforced with 6x6-W1.4xW1.4 welded wire fabric unless otherwise indicated.

B. Protection: Unless otherwise indicated, reinforcement shall have the following concrete protection:

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Pile Caps	3" clear, sides and bottom
Columns and Piers	1-1/2" clear, sides
Column and pier Dowels	4" clear bottom; 2" clear, sides
Walls	1-1/2" clear, top, bottom, sides
Grade Beams	1-1/2" clear, top and sides;
	3" clear, bottom
Slabs	3/4" clear, top and bottom

PLACING MISCELLANEOUS MATERIALS:

Special materials, inserts, etc., cast into concrete masses, as indicated, shall be properly placed in the forms prior to placing concrete. Templates shall be used for setting of anchor bolts.

PLACING CONCRETE:

A. Concrete shall be conveyed to the place of final deposit by methods which will prevent separation or loss of the materials. Equipment for chuting concrete shall be of such size and design as to insure a practically continuous flow of concrete at the delivery end.

B. Concrete shall be deposited as near as possible in its final position to avoid segregation due to handling or flowing. No concrete that has partially hardened or has been contaminated by foreign materials shall be deposited in the work, nor shall retempered concrete be used, unless approved by the Architect. Concrete in walls shall be poured with the use of a tremie and shall not be dropped more than 8 feet.

C. When concreting is once started, it shall be carried on as a continuous operation until the placement of the section has been completed. The top surface shall be generally level. When construction joints are necessary, they shall be made as shown or as approved by the Architect.

D. Concrete shall be placed with the aid of mechanical vibrating equipment, placed in the concrete at the point of deposit, and operated at a frequency of not less than 3,500 cycles per minute. Vibration in one place shall be continuous for not less than 20 seconds, nor more than 45 seconds, and shall be sufficiently intense to cause the concrete to flow or settle readily into place and to visibly affect the concrete over a radius of 18" where used in concrete having a 1" slump.

E. Where not practical, in the opinion of the Architect, to use a mechanical vibrator, concrete shall be thoroughly compacted by puddling with suitable tools during the placing.

F. Do not place concrete when the temperature is 40 degrees F., or below or likely to fall to that level within 24 hours unless a method of maintaining a higher temperature in the concrete has been proposed and approved by the Architect.

CURING CONCRETE:

A. After placing and finishing, all concrete which is not covered by forms or chemical sealer-hardener, shall be kept moist for 10 days by methods

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subject to the approval of the Architect, except as otherwise specified. All materials and facilities for covering concrete shall be on hand and ready for use before the concrete is placed. An approved liquid curing sealer may be used provided the sealer is compatible with floor finishes which will be installed.

B. Sealer-hardener, as specified in Materials, shall be applied to the tops of slabs in the following areas. Elevator equipment room, trash and storage room, and the pool equipment/storage room.

FINISHING CONCRETE:

A. General: If after the removal of forms, there is any excessive honey-combing or other imperfections, the member shall be repaired by removal and replacement at no extra cost to the Owner.

B. Poured Concrete, Except as Otherwise Specified: All fins and projections shall be removed and small voids filled with a 1:2 mortar of the same color as the member being finished. In addition, all surfaces which will be exposed to view on both exterior and interior of the building shall be rubbed smooth with a carborundum stone to provide the entire surface smooth, uniform in texture and color, and free from all marks.

C. Floors:

1. Finish for Exposed Floors and Floors to Receive Carpet or Soft Tile: All screeds shall be carefully checked with an accurate surveyor's level and shall be thoroughly braced against displacement before concrete is placed. The concrete shall be screeded and then receive a steel trowel finish. Exposed areas to receive a double trowel finish, and areas to receive soft tile or carpet to receive a single trowel finish. The finished surface shall be checked and shall not vary more than 1/8" in 10 feet. Excessive variation shall be reduced by grinding or other approved method. Apply sealer-hardener as specified under Curing Concrete, above.

D. Finish for Sidewalks and Exterior Slabs: The surface of the concrete shall be screeded, troweled and given a light broom finish. Edges and joints shall be rounded with an edger to a radius of 1/4". Scored joints shall be provided at 5 to 6 feet on centers, unless otherwise shown.

EXPANSION AND SCORED JOINTS:

Provide expansion joints in full depth of slabs where indicated and as herein specified. Provide 1/2" expansion joints in walks at intervals not exceeding 30 feet on centers, unless otherwise located. Where joints will be exposed, the top 3/4" of the joint shall be cleaned and filled with joint sealer, applied as directed by the manufacturer.

LOAD TESTS:

In addition to all testing as previously specified, load tests, as directed by the Architect, may be required at the expense of the contractor, if there is evidence of faulty workmanship or violations of these specifications.

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Load tests shall be conducted as indicated in Chapter 20 of ACI Code 318-77.

SHOP DRAWINGS:

Five (5) copies of reinforcing steel shop drawings shall be prepared in accordance with ACI 315, and shall be reviewed, checked, stamped, and signed by the contractor and shall be submitted to the Architect showing concrete dimensions, bar schedule, bending details, and accessories. No fabrication shall be done before the shop drawings have been returned by the Architect. Returned shop drawings shall bear the Architect's stamp of approval and signature which indicates approval as to design only, and does not imply approval of dimensions, quantities, etc., which are the contractor's responsibility. No shop drawings will be permitted on the job without the Architect's and Contractor's stamp of approval and signature.

GROUTING FOR HORIZONTAL JOINTS AND RECESSES IN PRECAST CONCRETE:

Grout for joints and recesses shall be an approved pre-mixed, non-shrink, commercial grouting mortar containing no corrosive irons, aluminums, chemicals, or gypsums. The approved grout shall have no shrinkage below its placement volume, shall have a one-day strength of not less than 3000 psi, and shall have an initial set of not less than 45 minutes. Recent independent laboratory test results shall be furnished showing results under ASTM C827, ASTM 191, ASTM C109. Perform all grouting work in accordance with the recommendations of the ACI, CSI, and the manufacturer's published specifications for mixing and placing. The top of the concrete shall be roughened and cleaned thoroughly before grouting.

GROUTING, POINTING AND CAULKING PRESTRESSED MEMBERS:

A. All grouting, pointing and caulking shall be done in a workmanlike manner.

B. Grout shall be a mixture of 1 part Portland cement to 2-1/2 parts sand. The consistency shall be such that joints can be filled completely but without seepage to other surfaces. Any grout that seeps from joint shall be removed before it hardens.

C. Grout for joints between slabs shall be placed from the top of the slabs, and finished on the underside before hardening by raking joints to 1/2" deep and tooling smooth. Before acoustical plaster is sprayed, the joint shall be filled with hand trowel from the underside with the same type and color of acoustical plaster to be generally used, and shall be struck flush with the underside horizontal surfaces of the adjacent slabs.

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SECTION 3B - PRECAST PRESTRESSED HOLLOW-CORE SLABS

GENERAL:

SCOPE:

Provide and install all precast prestressed hollow-core slabs for floors and roof as shown on the drawings along with end blocking to stop grout in cells, bearing strips and all other items necessary for the installation of those slabs, subject to the terms and conditions of the contract.

SPECIFICATIONS:

The latest edition of the following specifications, standards and codes shall govern:

- A. Southern Building Code Congress International, Inc.; Standard Building Code.
- B. American Concrete Institute: ACI 318 - Building Code Requirements for Reinforced Concrete; ACI 301 - Specifications for Structural Concrete for Buildings.
- C. American Welding Society: AWS D1.1 Structural Welding Code; AWS D1.4 Structural Welding Code - Reinforcing Steel.
- D. Prestressed Concrete Institute: MNL - 116 - Manual for Quality Control for Plants and Production of Precast, Prestressed Concrete Products.

DESIGN:

All prestressed concrete design shall be accomplished by a Professional Engineer registered in the State of Florida. He shall affix his signature and seal to all design calculations and shop drawings certifying that all prestressed concrete products have been designed to meet this specification and all load criteria shown on the plans.

SUBMITTALS:

- A. Shop Drawings: The prestressed concrete manufacturer shall prepare and submit to the Architect, via the General Contractor, 5 sets of shop drawings for approval and shall not proceed with manufacture prior to receiving General Contractor's and Architect's approval of said shop drawings.

PRODUCTS:

MATERIALS:

Materials shall be as outlined in ACI 318 - Building Code Requirements for Reinforced Concrete.

- A. Portland Cement: ASTM C150, Type I or III.

B. Admixtures:

Air-Entraining Admixtures: ASTM C260.

Water Reducing, Retarding, Accelerating Admixtures: ASTM C494.

C. Aggregates: ASTM C33.

D. Water: Potable or free from foreign materials in amounts harmful to concrete and embedded steel.

E. Reinforcing Steel:

1. Bars: Deformed Billet Steel - ASTM A615.

Deformed Rail Steel - ASTM A616.

Deformed Axle Steel - ASTM A617.

2. Wire: Cold Drawn Steel - ASTM A82.

3. Wire Fabric: Welded Steel - ASTM A185.

Welded Deformed Steel - ASTM A497.

F. Strand: Uncoated, 7-wire, Stress-Relieved Strand - ASTM A416, Grade 250K or 270K.

EXECUTION:

TRANSPORTATION AND ERECTION:

All prestressed concrete members shall be erected into final position in the structure by the prestressed concrete manufacturer, or his on-site technical guidance. Members shall be lifted and supported only at the lifting and/or support points shown on the shop drawings. The members shall be placed into final position on neoprene pads on bearing surfaces prepared true to line and grade under items of the general contract.

FINISHES:

Formed surfaces shall be plant-run finish and unformed surfaces shall have a medium broom finish.

OPENINGS:

Prestressed concrete manufacturer shall provide for all openings required through slabs of 10 inches round or square or larger. Other openings shall be located and field drilled or neatly cut by the trade requiring them after the precast prestressed products have been erected.

GROUTING, POINTING AND CAULKING:

See other sections of this Specification.

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SECTION 3C - PRECAST CONCRETE

SCOPE:

The contractor shall furnish all labor, materials, tools, equipment, and perform all work and services necessary for or incidental to the furnishing and installation, complete, of all architectural precast concrete as shown on drawings and as specified, in accordance with provisions of the contract documents, and completely coordinated with that of all other trades.

Although such work is not specifically shown or specified, all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation shall be furnished and installed as part of this work.

ACCEPTABLE MANUFACTURERS:

A. Manufacturer to have not less than 5 years successful experience in manufacturing architectural precast concrete units similar to units required for this project, and have sufficient production capacity and experienced personnel to produce required units without causing delay in work.

B. Owner to have right to make shop inspections of all manufacturing procedures and of units. Provide access and facilities for such inspections. Discontinue manufacture of rejected units until defects in materials or workmanship have been corrected and approval given to proceed.

SPECIFICATIONS:

The latest edition of the following specifications, standards and codes shall govern:

A. Southern Building Code Congress International, Inc.: Standard Building Code.

B. American Concrete Institute: ACI 318 - Building Code Requirements for Reinforced Concrete; ACI 301 - Specifications for Structural Concrete for Buildings.

C. American Welding Society: AWS D1.1 Structural Welding Code; AWS D1.4 Structural Welding Code - Reinforcing Steel.

D. Prestressed Concrete Institute: MNL - 116 - Manual for Quality Control for Plants and Production of Precast, Prestressed Concrete Products.

DESIGN:

All precast concrete design shall be accomplished by a Professional Engineer registered in the State of Florida. He shall affix his signature and seal to all design calculations and shop drawings certifying that all precast concrete products have been designed to meet this specification and all load criteria shown on the plans. Design panels in compliance with above referenced specifications, standards and codes.

SUBMITTALS:

A. Shop Drawings: The precast concrete manufacturer shall prepare and submit to the Architect, via the General Contractor, 5 sets of shop drawings for approval and shall not proceed with manufacture prior to receiving General Contractor's and Architect's approval of said shop drawings.

B. Before fabrication, submit for Architect's approval two 48"x48"x4" samples of the precast wall designed and joined in such a way as to illustrate a dummy joint, an actual joint complete with sealant and the specified finish. Additional samples shall be required until samples, as submitted, are approved by Architect. After samples are approved, one full sized panel to include window surround will be fabricated for Architect's approval. If approved, panel may be used in actual wall construction.

C. Sealants are specified in Division 7.

D. Submit silicone waterproofing sealer type and method of application as specified by manufacturer for Architect's approval.

PRODUCT DELIVERY, STORAGE AND HANDLING:

Deliver units to site in such quantities and at such times as will ensure continuity of installation. Store units to ensure against cracking, distortion, staining, or other damage.

JOB CONDITIONS:

Before installing precast work, Contractor and his precast manufacturer and erector shall check all dimensions, and inspect supporting structure for defective conditions or surfaces affecting precast work which may interfere with or prevent a satisfactory installation. Do not proceed with installation until defects and conditions are corrected. Start of installation constitutes acceptance of surfaces and conditions.

TESTING:

A. Contractor shall employ an independent testing laboratory approved by Architect to perform all tests of cylinders and pay all costs of testing.

B. In addition to those copies of test reports required by Contractor for his use, furnish one copy of all test reports to Architect, and one to the structural engineer, promptly and directly.

C. Make sets of four standard 6"x12" cylinders. Cure cylinders in same manner as precast units they represent.

1. Before production of units make, cure, and test one set of cylinders for each type of concrete required. Make cylinders of same mix, same type of cement, aggregates, admixtures and other ingredients as proposed for use in actual production of units. Do not start until test reports have been approved by Architect.

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2. During production of units, make, cure and test one set of cylinders for each 50 cu. yds. of concrete placed.

D. Test cylinders in compliance with ASTM C31 and C39, two at 7 days and 2 at 28 days.

MIX DESIGN:

A. Before production of precast units, submit for Architect's approval, the designs proposed for use. Any changes made in design mixes must be approved by Architect. Mix shall provide a minimum 28-day compressive strength of 5000 psi. Use of calcium chloride, chloride ions or other salts is not permitted.

B. Provide concrete containing air-entraining admixture producing an air content between 5 percent and 8 percent including entrapped air. Test in accordance with ASTM C173 or C231.

TOLERANCES OF UNITS:

Tolerances shall comply with PCI MNL-116.

MATERIALS:

A. Portland Cement: ASTM C150, Type I or II. All cement shall be supplied from a single source.

B. Fine and course aggregates for exposed finishes shall be from a single source for the entire job and shall be limestone aggregate.

C. Water: Clean, fresh, free from oil, acid, organic matter or other deleterious substances potable.

D. Air-Entraining Admixtures: ASTM C260.

E. Welded Wire Reinforcing: ASTM A185.

F. Reinforcing Bars: ASTM A615, Grade 60.

G. Flashing Reglets: See Division 7.

H. Metal Anchors, Inserts and Anchorages: Galvanized per ASTM A123. Provide, as part of precast work, all embedded inserts and anchorage items necessary for attachment of units to supporting and adjacent work. Obtain Architect's approval of all sizes, types, and locations and number of all embedded items. Coordinate locations of embedded items with work of other trades to ensure accurate location.

I. Waterproofing sealer shall be a clear silicone type sealant, flat finish.

J. Dovetail inserts - See Section 3A.

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DESIGN AND FABRICATION:

A. Design and provide internal reinforcing and embedded connections where not shown on drawings, to withstand:

1. Wind Pressure: In compliance with Standard Building Code.
2. Dead load of panel plus all superimposed loads.
3. Erection forces.
4. Temperature and shrinkage stresses.

B. Provide all connection items, anchors, setting loops, lifting hooks, and similar accessories embedded in precast concrete as a part of Precast Concrete Work. See drawings for details.

C. Provide all connection items, anchors, angles, plates, and other items secured to or embedded in other work and necessary to support and anchor precast units.

D. Employ certified welders to perform all welding. Perform welding in compliance with AWS A1.1 and AWS D1.2.

E. Mark each unit for identification and date of casting.

F. Exterior surfaces of wall panels to be formed in flat steel forms. The unformed surfaces which will be exposed in the finished structure to be steel troweled and then given a light broom finish. The formed surfaces to be treated with a form release agent that will be compatible with coating to be applied. All surfaces which will be exposed will be coated as specified in other sections of the specifications and these surfaces to have at least an Architectural grade B finish. This consists of all air pockets and holes over $\frac{1}{4}$ " to be filled with sand cement paste, and all form offsets or fins over $\frac{1}{8}$ " to be ground smooth.

ERECTION:

A. Employ only skilled and experienced personnel to install precast work. Provide correct equipment capable of properly installing units.

B. Provide metal anchors, inserts, clip angles, anchor plates, shims, bolts, and other devices and fastening accessories as detailed and as necessary for erection of precast units complete in place.

C. Erect units in accordance with approved shop drawings and erection schedules. Install each unit in position assigned on approved erection schedule and drawings. Make joints $\frac{1}{2}$ inch except as shown otherwise on approved shop drawings.

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D. During erection, secure units by welding and bolting as shown. Install clips, plates, straps, bolts and nuts for attachment of cast units. Provide one flat and one lock washer with each bolt and nut. Set units resting on shims where shown or where necessary for level, uniform bearing. Employ only certified and experienced welders to perform welding in compliance with AWS D1.1 and AWS D1.2.

E. After panels have been erected and welded and/or bolted to building frame, apply one coat of a rust-inhibitive paint of type approved by Architect, to all connection items.

CAULKING:

Is specified in Section "Sealants".

PROTECTION:

Protect precast work against damage from cutting or welding operations; provide non-combustible shields as necessary while welding. Protect other work as necessary to prevent damage.

DAMAGED WORK:

Replace any unit which exhibits damage to surfaces, finish, corners or edges which will be exposed to view after setting in place, or which is broken or cracked due to shrinkage, temperature, transportation, handling or erection, except, that in specified instances when approved in writing by Architect, unit may be repaired in place. Perform such work at no additional expense to Owner. Acceptance of repaired units, which have been repaired pursuant to written approval is contingent upon repairs being skillfully done so as to be sound, permanent, flush with adjacent surfaces and of color and texture matching similar adjoining surfaces and showing no apparent line of demarcation between original and repaired work. Remove and replace other work damaged by removal of defective precast members, at no additional cost to Owner, as directed by Architect.

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SECTION 1A- CONCRETE MASONRY UNIT

SCOPE:

Furnish all labor, equipment and material to complete all concrete masonry unit work shown on the drawings and/or herein specified. It is the intent of these plans and specifications to provide a complete job. Accessory pieces normal to the trade and required to provide a complete job whether shown on the drawings or specified shall be provided by the Contractor.

MATERIALS:

Cement, lime and other cementitious materials shall be delivered to the site and stored in unbroken bags, barrels, or other approved containers, plainly marked and labeled with the manufacturer's name and brand. Mortar materials shall be stored in dry, weathertight sheds or enclosures, and shall be stored and handled in a manner which will prevent the inclusion of foreign materials and damage by water or dampness. Masonry units shall be handled with care to avoid chipping, and breakage, and shall be stored as directed. Materials shall be stacked or stored on newly constructed floors in such manner that the uniformly distributed loading does not exceed 50psf. Masonry materials shall be properly protected from contact with the earth and exposure to the weather, and shall be kept dry until used. Materials containing frost or ice shall not be used.

A. Concrete Masonry Units shall be either air, water or steam cured. Units shall be stored before use in a minimum of 28 days for air cured units; 10 days for steam or water cured units; and 3 days for units cured with steam at a pressure of 120 to 150 psi and at a temperature of 350 to 365 degrees F. for at least 5 hours. Surfaces of units which are to be left exposed in the finished work, or which are to be painted, shall be relatively smooth with a uniform texture. Surfaces of units to receive plaster or stucco shall be sufficiently rough to provide a suitable bond.

1.) Hollow Loading Bearing Units: ASTM C90, made with light or normal weight aggregates. Grade N-1 units shall be provided for exterior and foundation walls.

2.) Concrete Building Brick: ASTM C55, made with light weight or normal weight aggregates. Grade N-1 or S-1, except that brick exposed to weather shall be Grade N-1. Concrete brick shall match the concrete masonry units with which they are used as closely as practicable in color and surface characteristics.

3.) Special shapes such as closures, header units, and jamb units, special be provided as necessary to complete the work, and shall conform to the applicable portions of the specifications for the units with which they are used.

B. Cement: Type 1, Portland Cement conforming to ASTM C150, or Type 1P blended hydraulic cement, conforming to ASTM C595.

C. Lime paste shall be made with pulverized quicklime, or with hydrated lime, which shall be allowed to soak not less than 72 hours before use; except that hydrated lime, processed by the steam method,

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shall be allowed to soak not less than 24 hours, and shall be made by adding the lime to the water. In lieu of hydrated lime paste for use in mortar, the hydrated lime may be added in the dry form.

1.) Hydrated Lime: ASTM C207, Type S.

2.) Pulverized Quicklime: ASTM C5, passing a No. 20 sieve, with 90% passing a No. 50 sieve.

D. Sand: ASTM C144.

E. Water for mixing shall be potable.

F. Horizontal Joint Reinforcement: Durowall or approved equal. Installation shall be in accordance with the manufacturer's printed instructions.

G. Anchors and Items. Items shall be of approved designs, and shall be of copper clad steel, zinc coated steel, or non-corrosive metal having the equivalent total strength of steel types. Zinc-coated items shall be coated by the hot-dip process after fabrication to provide a minimum of 1.25 oz. of zinc per square foot, or surface when tested in accordance with ASTM A90.

1.) Anchors used with Embedded Slots or Inserts: Dovetail type, of sheet steel, not lighter than 16 gauge and 1 inch wide, and crimped, corrugated or bent at end to provide adequate anchorage. Anchors for wire inserts shall be of 9 gage wire looped and closed. Anchors shall be of the proper length for the use intended. Dovetail slots and inserts are specified in other sections of this specification.

H. Fastenings: Suitable bolts, metal wall plugs, or other approved metal fastenings for securing furring to masonry, and elsewhere as necessary.

MORTAR MIXES: 1 part gray Portland cement
1 part lime paste
6 parts sand

At the Contractor's option, the following mix may be substituted for the above:

1 part approved masonry cement
3 parts sand

Mortar shall be of uniform shade throughout the work.

DELIVERY, STORAGE AND HANDLING: All materials shall be so delivered, stored and handled as to prevent the inclusion of foreign materials and the damage of materials by water or breakage. Packaged materials shall be delivered and stored in original packages until ready for use. Packages of materials showing evidence of water or other damage shall be rejected. All materials shall be of the respectable qualities specified herein.

LAYING MASONRY UNITS:

A. Lay concrete block dry.

B. Horizontal joints shall be kept level and of uniform thickness with vertical joints. Vertical joints shall be aligned vertically. Lay all concrete block in running bond.

C. All joints shall be struck flush.

D. Lay wall reinforcement at 16" o.c. vertically. Reinforcement shall extend full length of all walls.

E. Build in all flashings, reinforcement, bolts and anchors, door frames, lintels, wall ties, conduit and pipe fittings, etc. that occur in masonry for this and/or other trades, as shown and/or required.

F. Fill with mortar the first cells in all concrete masonry units which are adjacent to the jams of doors, windows and other openings in walls. Mortar fill shall extend the full height of the jamb.

G. Bonding and Anchoring: Masonry walls and partitions shall be securely anchored or bonded at points where they intersect with each other or with the pre-cast wall panel. All anchors shall be completely embedded in mortar.

CUTTING MASONRY UNITS: Where brick or block must be cut to form true sides or joints, such cutting shall be done by a power masonry saw which will be furnished and maintained by the Contractor at the site for the duration of work included in this Section.

CLEANING: All exposed masonry work, interior and exterior, shall be cleaned to remove all soil, mortar, pitch, paint or other materials which detract from the finished appearance of exposed masonry work, and shall be left in first class condition.

END OF SECTION 4A

SECTION 5-A -- MISCELLANEOUS METALS

SCOPE: Furnish all labor, equipment and material to complete all miscellaneous metal work shown on the drawings and/or herein specified. It is the intent of this Section to provide a complete job including all necessary accessories whether specified herein or shown on the drawings.

MATERIALS:

- A. Metals shall be free from defects impairing strength, durability, appearance and the best commercial quality for purposes intended, manufactured with structural properties to withstand safely the strains and stresses to which they will be normally subjected, true to detail, clean, straight with sharply defined profiles, curved work to true radii, and unless otherwise noted, with smooth finished surfaces.
- B. Steel: Rolled shapes, angles, plates, anchors, etc., shall conform to ASTM- A-36.
- C. Miscellaneous Steel: shall be milled steel unless otherwise noted or specified.
- D. Bolts, Screws, Plugs, Nuts, etc., shall conform to ASTM- A-307. Furnish all bolts, toggle bolts, screws, nuts, etc., for installation, with galvanized finish where not exposed to view or where work is to be painted after installation and of same finish as items attached where work is exposed to view and is not to receive paint after installation. Expansion shields shall be lead.
- E. Galvanizing: Coats on structural steel shapes, pipes, bars, and their products shall conform to ASTM A-123. Galvanized iron and steel shall conform to ASTM A-93. Galvanized after fabrication.
- F. Bitumastic Paint: Shall be of approved kind and quality. No thinning will be permitted. Apply a heavy coat to contact area of dissimilar metals in contact with one another.
- G. Protective Coating: Shall be equal in quality to Galvaloy as manufactured by Metalloy Products Co., applied in accordance with manufacturer's instructions to galvanized items in areas where original galvanizing has been damaged.

END OF SECTION 5A

SECTION 5B -- METAL RAILINGS

SCOPE: Furnish all labor, equipment and material to complete all metal railings as shown on the drawings and /or herein specified. It is the intent of these specifications to provide a complete job including all necessary accessory pieces whether shown on the drawings or called for in the specifications.

MATERIALS:

A. Aluminum railing shall be ALUM-A-TUBE as manufactured by Aluminum Tube Railings Inc. or approved equal.

B. Finish shall be thermal setting polyester baked enamel bronze color.

INSTALLATION: Installation shall be in accordance with the manufacturer's printed instructions and as detailed on the drawings.

END OF SECTION 5B

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SECTION 6A- ROUGH CARPENTRY

SCOPE: Furnish all labor, equipment and materials to complete all rough carpentry as shown on the drawings and /or herein specified. It is the intent of these specifications to provide a complete job including all accessory pieces whether shown on the drawings or herein specified.

MATERIALS:

A. Fire retardent Treated Lumber: framing, blocking, nailers, grounds, etc., shall be No. 2 S4S Southern Yellow Pine or Fir grademarked and trademarked. Lumber shall be pressure treated with Baxco Pyresote in accordance with Underwriters' Laboratories Inc. label or approved equal. After treatment, framing lumber is to be kiln dried to a maximum moisture content of 18%.

B. Wood Preservative Treatment: All wood in direct contact with concrete shall be pressure treated with Pentachlorophenol in oil in accordance with Uniform Building Code Standard 25-12. All lumber within 12 inches of concrete shall be treated after sawing by soaking in solution of 5% Pentachlorophenol in oil for not less than 15 minutes.

C. Sheathing shall be Thermo-Ply or approved equal.

D. Wood Backing: Provide all wood backing, furring, stripping or blocking indicated or required for proper installation and attachment of work of all other trades. Cut and frame all openings required by other trades.

E. Wood Framing for fence shall be No.2 S4S Southern Yellow Pine treated with wood preservative treatment as specified above.

F. Wood Post for fence shall be 4"x4" Cypress treated with wood preservative, installed as detailed on the drawings.

G. Woodsiding for fence specified in Section 6B Finished Carpentry, exterior wood siding.

H. All Exterior wood stud walls shall have all plates (top & bottom) and studs in contact with masonry or concrete set in a full bed of caulking.

NAILS: All nails shall be galvanized. Drill where required to avoid splitting.

END OF SECTION 6A

SECTION 6B- FINISHED CARPENTRY

SCOPE: Furnish all labor, equipment and materials to complete all finished carpentry as shown on the drawings and/or herein specified. It is the intent of these specifications to provide a complete job including all accessory pieces whether shown on the drawings or herein specified or not.

MATERIALS:

- A. Lumber for millwork shall be "B and Better" finish grade Southern Yellow Pine or No. 1 Fir. Trim to be same grade.
- B. Exterior Wood Trim shall be Western Red Cedar. Standard grading and dressing rules "B and Better" grade marked by the West Coast Lumber Inspection Bureau for Fascia Boards and Exterior Trim.
- C. Exterior Wood Siding shall be 3/4" thick Western Red Cedar Lap siding 4 1/2" exposure. Siding shall be Fire Retardant treated as specified in Section 6-A. Standard grading and dressing rules "B and Better" grade marked by the West Coast Lumber Inspection Bureau.

INSTALLATION:

- A. Use only hot dip galvanized or aluminum finish or casing nails. Set nails for putty stopping in surfaced members. Hammer marks not acceptable on any exposed finished surface and may be cause for rejection of work by Architect.
- B. Make all end splices exposed in finished members bevel splices and not square butted. Install members in as long lengths as possible.
- C. Scribe work where required. Miter all corners of trim.
- D. Provide and install other miscellaneous millwork items and related work required to complete work of this Section.
- E. Prepare all wood work installed hereunder by cleaning and sanding as required to receive finishes specified in other Sections of this Specification.

END OF SECTION 6B

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SECTION 6C- CABINET WORK

SCOPE: Furnish all labor, equipment and materials to complete all cabinet work as shown on the drawings and/or specified. It is the intent of these specifications to provide a complete job including all accessory pieces whether shown on the drawings or herein specified or not.

MATERIALS:

A. Finish-All cabinets have each exposed surface covered with textured high-pressure laminates. All cabinet fronts are high pressure .035" thick textured melamine vertical surfacing laminate in accordance with NEMA standards. Cabinet interiors and ends are surfaced in matching high-pressure plastic cabinet liner. Unexposed outside surfaces are covered with a balancing sheet of phenolic, moisture-resistant backing material.

B. General-All parts are factory prefinished. Flush fronts overlap ends. Cabinet body panel joints are assembled with specially designed male and female plated hardware, applied so any panel or part may be replaced by disengaging hardware. All end panels are of flush construction finished in pattern matching fronts. All exposed panel edges have extruded, shockproof, T-molding applied to grooved edge.

C. Doors- $\frac{1}{2}$ " thick core, veneered on both sides with high-pressure plastic laminate with edges sealed with shockproof T-molding.

D. Drawers-Fronts are $\frac{1}{2}$ " thick core, veneered on both sides with textured high-pressure plastic laminates with all edges sealed with shockproof T-molding. Drawer sides, inner fronts and backs are $\frac{1}{2}$ " core veneered with matching high-pressure plastic cabinet liner. All exposed edges are sealed with T-molding. Drawer bottoms are $\frac{1}{8}$ " hardboard core veneered with impervious textured Beige Scrim high-pressure cabinet liner. Drawers glide on plated steel slides with nylon, ball bearing rollers with positive stop. Drawers are easily removable for cleaning and have rubber bumpers to eliminate noise.

E. Cabinet Tops, Bottoms, Ends and Backs- $\frac{1}{2}$ " thick core, veneered both sides with matching high-pressure plastic cabinet liner or phenolic plastic cabinet liner or phenolic balancing sheet. All exposed edges sealed with shockproofed extruded T-edge.

F. Shelves- $\frac{1}{2}$ " thick core, veneered both sides with matching high-pressure plastic cabinet liner. Upper and full height cabinet shelves are adjustable on $\frac{1}{2}$ " centers. Base cabinet shelves are adjustable on $\frac{1}{2}$ " centers.

G. Recessed Toespace-Integral 4" high, 3" deep toespace surfaced with textured black plastic laminate.

FABRICATION AND INSTALLATION

Cabinets shall be as manufactured by Armorclad or approved equal. Installation shall be in accordance with manufacturers printed instructions.

END OF SECTION 6C

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SECTION 7A-MEMBRANE ROOFING

SCOPE: Furnish all labor, equipment and materials to complete all membrane work as shown on the drawings and/or herein specified. It is the intent of these specifications to provide a complete job including all accessory pieces whether shown on the drawings or specified herein or not.

MATERIALS: Roofing shall be GAF specification 212 or other approved equal.

RIGID ROOF INSULATION: Shall be equal to Johns/Mansville Fesco factory tapered Dri-Deck System or approved equal. Application shall be in layers of 3/4" thickness with staggered joints.

FOOF EXPANSION JOINT COVERS: Shall be Johns/Mansville Expando Flash or other approved equal.

INSTALLATION:

A. Built-up Roofing shall be applied in strict accordance with the manufacturer's printed instructions.

B. Tapered Roof Insulation shall be in accordance with the manufacturer's printed instructions.

END SECTION 7A

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SECTION 7B- BUILDING INSULATION

SCOPE: Furnish all labor, equipment and materials to complete all building insulation as shown on the drawings and/or herein specified. It is the intent of these specifications to provide a complete job including all accessory pieces whether shown on the drawings, herein specified or not.

MATERIALS: Building insulation shall be fiberglass batt insulation Kraft-Faced Insulation as manufactured by Owens Corning Fiberglas or approved equal.

INSTALLATION: shall be in the locations shown on the drawings and in accordance with the manufacturer's printed instructions.

END SECTION 7B

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SECTION 7C--METAL ROOFING AND FLASHING

SCOPE: Furnish all labor, equipment and materials to complete all metal roofing and flashing as shown on the drawings and/or herein specified. It is the intent of these specifications to provide a complete job including all accessory pieces whether shown on the drawings or specified herein or not.

MATERIALS:

- A. Standing seam metal Roof shall be Berridge Tee-Panel standing seam system as manufactured by Berridge Manufacturing Co., Houston, Texas or other approved equal. Color to be Medium Bronze, Duranar 200.
- B. Gravel Blown insulation and paper shall be of the same material and finish as the metal roof.
- C. Flashing Reglets shall be vinyl.
- D. Lead flashing shall be sheet lead weighing not less than 4 lbs. per sq. ft.
- E. Flashing and counter flashing shall be 24 gage hot-dipped galvanized sheet steel.

INSTALLATION:

- A. Metal roof shall be in accordance with the manufacturer's printed instructions.
- P. Metal flashings
 - 1. Metal flashings that are to be built in by other trades shall be shaped according to details and furnished in advance of the need.
 - 2. Lead flashings shall be installed in all plumbing vents through the roof then shall be turned in the tops of vents and shall extend onto the roof at least six inches.

END SECTION 7C

SECTION 7D--SEALANTS:

SCOPE: Furnish all labor, equipment and materials to complete all caulking and sealant work shown on the drawings and/or herein specified. It is the intent of these specifications to provide a complete job including all accessories whether or not shown on the drawings or herein specified.

MATERIALS:

A. Caulking shall be thiokol or other approved equal.

B. Sealant: Sealant for precast joints shall be a polysulfide sealer over styrofoam backing strip. Sealer shall be as manufactured by DAP Inc. or other approved equal.

INSTALLATION:

Sealant and caulking shall be installed in strict conformance with the manufacturer's printed instructions for the specific application.

END SECTION 7D

SECTION 7E--SHINGLE ROOFING

SCOPE: Furnish all labor, equipment and materials to complete all shingle roofing shown on the drawings and/or herein specified. It is the intent of these specifications to provide a complete job including all accessories whether or not shown on the drawings or herein specified.

MATERIALS:

Shingles shall be Sentinel Self-Sealing Fiberglass Asphalt roof shingles as manufactured by G.A.F. Color to be white.

INSTALLATION:

Installation shall be in accordance with the manufacturer's printed instructions.

END SECTION 7E

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SECTION 8A--DOORS AND FRAMES

SCOPE: Furnish all labor and equipment and materials to complete all door and framework shown on the drawings and/or herein specified. It is the intent of these specifications to provide a complete job including all necessary accessory pieces whether or not shown on the drawings or herein specified.

MATERIALS:

Hollow Metal Doors shall be flush type, series L-18 as manufactured by Steelcraft or approved equal. Doors shall be galvanized and bonderized and factory primed. Doors shall reinforced at the factory for hardware.

Metal Insulated Doors shall be door system LD-24 and SF9 as manufactured by Steelcraft or approved equal. Doors shall be galvanized steel and factory primed. Doors shall be reinforced at the factory for hardware. Door design shall be flush. Glass shall be $\frac{1}{2}$ " sealed insulated glass.

Hollow Metal Frames as shown on the drawings shall be F-18 as manufactured by Steelcraft, double rabbet design or approved equal. Frame shall be pre-cut and reinforced for hardware. Wall anchors shall be provided to meet the conditions shown on the drawings. There shall be three anchors per jamb.

Hollow Core Wood Doors shall be DHC-II 1-3/8" thick or 1-1/8" thick as called for on the drawings manufactured by Weyerhaeuser or approved equal. Face veneers are to be Luan, doors shall be flush design, and reinforced at the factory for hardware. Doors with louvres shall be pre-cut at the factory to the required size and reinforced to prevent sagging and warping. Louvres shown on the drawings shall be wood. Adhesives to be Type II water-resistant, the hollow core shall be phenolic impregnated honey-comb.

Upward Acting Sectional Doors shall be Series 700, wood panel doors manufactured by Overhead Door or approved equal. Door hardware shall be galvanized and doors shall be provided with a 5-pin tumbler lock. Doors shall have a wood preservative treatment and be factory primed. Doors shall have electric operator standard with the manufacturer. Frequencies shall be designed so that only one door will operate per control.

Fire-rated Hollow Metal Doors and Frames shall be 1- $\frac{1}{2}$ hour U.L. rated as manufactured by Steelcraft or approved equal. Wall anchors shall be provided to meet the conditions shown on the drawings with a minimum of three anchors per jamb. Doors and frames shall be factory precut and reinforced for hardware.

Solid Core Wood Doors shall be Tim-blend core DPC-1 as manufactured by Weyerhaeuser Wood Doors or approved equal. Veneer shall be Good Grade Natural Birch. Doors shall be factory primed and sealed. Doors to be factory reinforced for hardware.

INSTALLATION:

Installation shall be in accordance with each of the manufacturer's printed instructions and as detailed on the drawings.

END SECTION 8A

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SECTION 8B- METAL WINDOWS

SCOPE: Furnish all labor, equipment and materials to complete all metal windows as shown on the drawings and/or herein specified. It is the intent of these specifications to provide a complete job including all necessary accessory pieces whether or not shown on the drawings or herein specified.

MATERIALS: Aluminum windows shall be InsulWAL series 3000 A-2 high performance single-hung tilt window as manufactured by Acorn Building Components Inc. or other approved equal. The aluminum finish shall be painted with electro-static bronze baked-on enamel paint finish. Windows shall be provided with screens. Glazing shall be standard glazing, 1/2" thick, sealed, insulated glass.

INSTALLATION: shall be in accordance with the manufacturer's printed instructions and as detailed on the drawings.

END SECTION 8B

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SECTION 8C--HARDWARE

SCOPE: Furnish all labor, equipment and materials to complete all hardware shown on the drawings and/or herein specified. It is the intent of these specifications to provide a complete job including all necessary accessory pieces whether or not shown on the drawings or specified herein.

MATERIALS:

Door Locks and Latch Sets shall be as manufactured by Schlage Lock Company or approved equal. Locks and Latches shall be Series A orbit design.

HINGES shall be as manufactured by Stanley or approved equal. Hinges shall be ball-bearing and bronze. Hinges shall be five knuckle design and full mortise.

P1-Folding Door Hardware shall be model # 2916 as manufactured by Stanley or approved equal. Hardware shall include all the necessary hinges and rollers required to allow the doors to operate properly.

Weather Stripping shall be as manufactured by National Guard Products Inc. or approved equal.

1. Thresholds shall be bronze and the type required to provide a weather-tight seal in the specific application involved. Thresholds shall have a thermal barrier with vinyl insert. Thresholds shall be set in a full bed of caulking.

2. Head and Jamb Seals shall be bronzed aluminum with neoprene inserts.

Cabinet Hardware shall be as manufactured by Grant or other approved equal. Cabinet drawers shall have drawer guides utilizing ball-bearings. Door fronts and drawer fronts shall have pulls. Door front to have magnet catch and two brass hinges designed for their specific door detail.

Door Closer shall be Series 1600 SS as manufactured by Norton or other approved equal.

INSTALLATION:

Installation shall be accordance with each of the manufacturer's printed instructions and as detailed on the drawings.

END SECTION 8C

SECTION 8D- GLASS AND GLAZING

SCOPE: Furnish all labor, equipment and materials to complete all glass and glazing shown on the drawings and/or herein specified. It is the intent of these specifications to provide a complete job including all necessary accessory pieces whether or not shown on the drawings or specified herein.

MATERIALS:

All glass shall be as manufactured by Libby Owens Ford Co. or other approved manufacturer's similar products.

Mirrors shall be 1/8" thick, float-plate glass, electrolytically clad in copper.

INSTALLATION: shall be using stainless-steel clips. All cracked, broken or otherwise damaged mirrors shall be removed and replaced to the satisfaction of the architect.

END SECTION 8D

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39 APR 18 1969

SECTION 9A--LATH AND PLASTER

SCOPE: Furnish all labor, equipment and materials to complete all lath and plaster shown on the drawings and/or herein specified. It is the intent of these specifications to provide a complete job including all necessary accessory pieces whether or not shown on the drawings or specified herein.

MATERIALS:

Shall be manufactured by United States Gypsum or approved equal.

Metal Lath shall be manufactured from galvanized steel and shall be USG Jr.-diamond mesh.

Accessories: Accessories, expansion joints and trim shall be vinyl.

Stucco shall be Portland Cement Line Plaster. Finish coat shall be Oriental exterior finish stucco. Texture to match the pre-cast wall panels.

INSTALLATION:

Installation shall be in accordance with the manufacturer's instructions or a specific application and to the thickness shown on the drawings.

END SECTION 9A

SECTION 9B- GYPSUM DRYWALL

SCOPE: Furnish all labor, equipment and materials to complete all gypsum drywall shown on the drawings and/or herein specified. It is the intent of these specifications to provide a complete job including all necessary accessory pieces whether or not shown on the drawings or specified herein.

MATERIALS:

GYPSUM DRYWALL: shall be 1/2" thick Sheet-Rock brand panels as manufactured by The United States Gypsum Drywall Co, or other approved equal.

FIRERATED GYPSUM DRYWALL: shall be 5/8" thick Sheetrock brand fire code C panels as manufactured by the United States Gypsum Co, or other approved equal.

JOINT COMPOUND AND TAPE: shall be as manufactured by the United States Gypsum Co. or other approved equal.

ACCESSORIES: corner beads and metal trim shall be galvanized.

INSTALLATION:

Gypsum drywall shall be nailed over wood studs and screw applied over metal studs. Installation shall be in accordance with the manufacturer's printed instructions.

END SECTION 9B

SECTION 9C--PAINTING

SCOPE: Furnish all labor, equipment and materials to complete all painting shown on the drawings and/or herein specified. It is the intent of these specifications to provide a complete job including all necessary accessory pieces whether or not shown on the drawings or specified herein.

MATERIALS:

PAINT shall be as manufactured by Fuller O'Brien Co. or other approved equal. Paint shall have a flame spread Rating of less than 200.

INTERIOR GYPSUM DRYWALL WALLS: (Except kitchens and baths)
1 Coat Latex Primer
2 Coats Latex Flat Wall Paint

INTERIOR GYPSUM DRYWALL WALLS: (Kitchens)
INTERIOR WOOD DOORS AND TRIM:
1 Coat Latex Primer
2 Coats Latex Semi-Gloss Enamel

INTERIOR GYPSUM DRYWALLS WALLS: (Baths)
INTERIOR WOOD DOORS AND TRIM: (Baths)
1 Coat Alkyd Primer
2 Coats Alkyd High-Gloss Enamel

INTERIOR EXPOSED CONCRETE BLOCK:
1 Coat Latex Primer
2 Coats Latex Flat Wall Paint

EXTERIOR CONCRETE CEILINGS:
1 Coat Latex Primer
2 Coats Latex Flat Wall Paint

INTERIOR APARTMENT CEILINGS:
1 Coat Primer
Sprayed Acoustic Plaster

EXTERIOR STUCCO & EXTERIOR PRECAST CONCRETE WALL PANELS:
1 Coat Primer
2 Coats Sonneborn Hydrocide Super Color Coat
Developing a minimum 20 MILS thickness.

EXTERIOR WOOD DOORS:
1 Coat Latex Primer
2 Coats Latex Semi-Gloss Enamel

EXTERIOR WOOD SIDING:
2 Coats Olympic Stain

APPLICATION: Shall be in strict accordance with the manufacturer's printed instructions.

END SECTION 9C

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SECTION 9D- RESILIENT FLOORING

SCOPE: Furnish all labor, equipment and materials to complete all resilient flooring shown on the drawings and/or herein specified. It is the intent of these specifications to provide a complete job including all necessary accessory pieces whether or not they are shown on the drawings or specified herein.

MATERIALS:

SHEET VINYL FLOORING: shall be Premiere Sun Dial Solarium as manufactured by Armstrong Cork Co. or other approved equal. Flooring shall have a flame spread rating of less than 200.

ADHESIVE: shall be of the type recommended by the Sheet Vinyl Flooring for the specific use shown on the drawings.

PRIMER: shall be of the type recommended by the sheet vinyl manufacturer.

APPLICATION:

The concrete floors shall be primed prior to the application of the adhesive. The sheet vinyl flooring shall be installed according to the manufacturer's printed instructions.

END SECTION 9D

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SECTION 9E--CARPET

SCOPE: Furnish all labor, equipment and materials to complete all carpeting shown on the drawings and/or herein specified. It is the intent of these specifications to provide a complete job including all necessary accessory pieces whether or not shown on the drawings or specified herein.

MATERIALS:

CARPET shall be 100% nylon, jute back, short shag, flame spread rating of less than 200.

PAD shall be 1/2" thick, reconstituted foam rubber, flame spread rating of less than 200.

ACCESSORIES: Carpet edge strips and other accessories shall be vinyl.

SPLICING TAPE shall be heat-resistant.

TACK STRIPS shall be as recommended by the manufacturer of the carpet.

CARPET ALLOWANCE:

Carpet allowance shall be \$12.00 per square yard for the purchase of the carpet and pad. Installation and accessories are not included in the allowance.

INSTALLATION:

Installation shall be in strict accordance with the manufacturer's written instructions.

END SECTION 9E

SECTION 10A-ACCESSORIES AND SPECIALTIES

SCOPE: Furnish all labor, equipment and materials to complete all work required by the following specialties and as shown on the drawings. It is the intent of these specifications to provide a complete job including all accessories whether or not shown on the drawings or specified herein.

MATERIALS:

SIGNS: Apartment number and equipment room name signs shall be series EC with 1" letters on a 2" plate as manufactured by Best Signs System or other approved equal. Signs shall be mounted with double-faced vinyl foam tape.

TOILET ACCESSORIES: Each bath shall have the following toilet accessories, Coronado surface-mounted chrome as manufactured by Nu-Tone Hallmark or other approved equal.

- 1 HM-620 Soap Holder
- 1 HM-630 Toothbrush and Tumbler Holder
- 1 HM-670 Paper Holder
- 2-HM-695 Towel Bar 30" Long
- 1 HM-FS-470 Medicine Cabinet
- 1 HM-383 Shower Curtain Rod

CLOSET SPECIALTIES shall be as manufactured by Finishing Touch, 393 East Eleventh Avenue, Hialeah, Florida 33013, or other approved equal. Installation shall include all necessary accessories, wall brackets, and supports to make a complete job.

POSTAL SPECIALTIES: Mailboxes shall be as manufactured by Bommer or other approved equal. Model No. 6210-44, units shall be 4 high, 45 total boxes with 3 postal locks. Finish shall be 383 Dark Bronze Enamel. Locks shall be spring bolt type with 5 pin tumbler cylinders. Provide 3 keys per lock. Doors to have Room Numbers engraved into the face. Directory shall be 6900 Series Top Mounted.

FIRE HOSE CABINETS shall be Model HC 2434 RK 1- $\frac{1}{4}$ " with a 2.5-75 RSSF Hose Unit as manufactured by Larsens's Manufacturing Co. or approved equal. Door shall be Solid Bronze Anodized Aluminum to match Railings and Roofing. Siamese connection shall be No. 166.

INSTALLATION:

Installation shall be in accordance with the manufacturer's printed instructions.

END SECTION 10A