

This instrument prepared by
and return to:

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**DECLARATION OF CONDOMINIUM
OF
EMERALD GRANDE WEST CONDOMINIUM**

DECLARATION OF CONDOMINIUM OF EMERALD GRANDE WEST CONDOMINIUM

I. PREAMBLE, NAME AND LEGAL DESCRIPTION

The undersigned, Emerald Grande, Inc., a Florida corporation, whose address is 4460 Legendary Drive, Suite 400, Destin, Florida 32541 ("Developer") owns fee simple title of record to those certain Lands (as defined in Article II) located in Okaloosa County, Florida, and more particularly described in section 1.2. Developer submits fee simple title to this property together with the improvements located on such property to the condominium form of ownership in accordance with the provisions of Chapter 718 (as defined in Article II) and the following provisions:

1.1 Name. The name of the condominium is Emerald Grande West Condominium ("Condominium").

1.2 Legal Description. The property submitted to the condominium form of ownership under this Declaration of Condominium of Emerald Grande West Condominium ("Declaration") consists of that certain airspace property situate in Okaloosa County, Florida that is more particularly described in Exhibit "A" attached to and made part of this Declaration, together with those easements more specifically described in this Declaration, including easements described in the attached Exhibit "A."

II. DEFINITIONS

All terms in this Declaration (defined below) have the meanings ascribed to them by Chapter 718 (defined below) and this Declaration. In the event of conflict between these authorities, the meaning pursuant to Chapter 718 will prevail. The following definitions prevail to the extent that they are not in conflict with Chapter 718:

2.1 Articles of Incorporation means the Articles of Incorporation of the Association, as they may be amended from time to time. A copy of the initial Articles of Incorporation is attached as Exhibit "B" and is incorporated into this Declaration by this reference.

2.2 Association means Emerald Grande West Condominium Association, Inc., a nonprofit Florida corporation, and its successors. The Association is responsible for the operation of the Condominium.

2.3 Association Property means all real and personal property owned or leased by the Association.

2.4 Board means the board of directors of the Association as it is constituted from time to time.

2.5 Bylaws means the Bylaws of the Association as they may be amended from time to time. A copy of the initial Bylaws is attached as Exhibit "C" and is incorporated into this Declaration by this reference.

2.6 Chapter 718 means the Condominium Act, Chapter 718, *Florida Statutes*, as the same is constituted on the date of the recording of this Declaration among the Public Records of Okaloosa County, Florida. Any reference to a provision or specific article, section, paragraph, sub-article, sub-section, or sub-paragraph of Chapter 718 is a reference to the same as it is constituted on the date of the recording of this Declaration among the Public Records of Okaloosa County, Florida.

2.7 Common Elements means all of those items defined in Chapter 718 as Common Elements and those items described in this Declaration as Common Elements and includes any Limited Common Elements.

2.8 Common Expenses means all of those expenses defined in Chapter 718 as Common Expenses and those items described in this Declaration as Common Expenses. Common Expenses shall also include those

expenses under the Towers Declaration that are allocated to the Condominium and those expenses under the Community Declaration that are allocated to the Condominium.

2.9 Common Surplus means any excess of receipts of the Association over the Common Expenses.

2.10 Community Association means the HarborWalk Village Owners' Association, Inc., a nonprofit Florida corporation, and its successors, the owners' association established pursuant to the Community Declaration to administer and manage the Community Property. The Community Association is the owners' association for the Community Property that the Condominium is a part of and contains areas and improvements that may be accessed by the Owners pursuant to the Community Declaration. The Community Association is not a condominium association under Florida law.

2.11 Community Declaration means the Declaration of Covenants, Conditions and Restrictions for HarborWalk Village as recorded in Official Records Book _____, Page _____, Public Records of Okaloosa County, Florida, and all exhibits attached thereto, as amended from time to time.

2.12 Community Property means the lands, leaseholds, easements, and all improvements on the lands, leaseholds and easements, adjacent to or nearby, the Condominium Property, that are subject to the Community Declaration from time to time.

2.13 Condominium means Emerald Grande West Condominium.

2.14 Condominium Documents means this Declaration together with all Exhibits attached to this Declaration, all other documents incorporated in this Declaration by reference, and all documents promulgated pursuant to this Declaration, all as may be amended from time to time.

2.15 Condominium Parcel means a Unit together with the undivided share in the Common Elements and Common Surplus which are appurtenant to the Unit as described in this Declaration, and together with any other appurtenances described in this Declaration.

2.16 Condominium Property means the Lands, leaseholds, easements, and real and personal property subjected to the condominium form of ownership from time to time as part of the Condominium, whether or not contiguous, all improvements located on any such property, and any easements and rights appurtenant to such property and intended for use in connection with the Condominium. Condominium Property shall not include "Building Service Parcel," "Building Shared Facilities," and "Residential Shared Facilities" as those terms are defined in the Towers Declaration.

2.17 Condominium Rules and Regulations means the rules and regulations concerning the use of Condominium Property as amended from time to time by the Board in the manner provided by the Bylaws. A copy of the initial Condominium Rules and Regulations is attached as Exhibit "F" and is incorporated into this Declaration by this reference.

2.18 Declaration means this Declaration of Condominium of Emerald Grande West Condominium and all exhibits attached to this Declaration, as amended from time to time.

2.19 Developer means Emerald Grande, Inc., a Florida corporation, its successors or assigns. No party other than Emerald Grande, Inc., may exercise all or any portion of the rights and privileges reserved in this Declaration to the Developer unless and until such party receives a written assignment of all or such portion of such rights and privileges from Emerald Grande, Inc. and records same among the Public Records of Okaloosa County, Florida.

2.20 East Pass means East Pass Investors, Inc. a Florida corporation, which will own, among other things, the Parking Garage and certain facilities within the property subject to the Towers Declaration that will be shared among other owners and occupants of the Towers Property as well as by Owners within the Condominium;

provided, however, that in the event East Pass Investors, Inc., is not the Garage Owner (as defined in the Towers Declaration) the term East Pass shall mean the Garage Owner as defined in the Towers Declaration.

2.21 Estimated Budget means the budget or budgets that account for the estimated annual Common Expenses of the Condominium for a given fiscal year. The Estimated Budget does not include ad valorem taxes.

2.22 Land means the airspace and property, whether or not contiguous, described in Exhibit "A," as amended from time to time in accordance with this Declaration.

2.23 Life Safety Systems mean and refer to any and all emergency lighting, emergency generators, audio and visual signals, safety systems, sprinklers and smoke detection systems, which are now or hereafter installed in the Condominium, whether or not within the Units. All such Life Safety Systems, together with all conduits, wiring, electrical connections and systems related thereto, regardless of where located, shall be deemed Common Elements hereunder. Without limiting the generality of the foregoing, when the context shall so allow, Life Safety Systems shall be deemed to include all means of emergency ingress and egress, which shall include all stairways and stair landings. Notwithstanding the breadth of the foregoing definition, nothing herein shall be deemed to suggest or imply that the Condominium contains all such Life Safety Systems.

2.24 Limited Common Elements means those Common Elements reserved for use by a certain Unit or Units to the exclusion of other Units and which are designated as Limited Common Elements by this Declaration. Those physical areas designated as Limited Common Elements are shown and located on the attached Exhibit "A" to this Declaration.

2.25 Management Agreement means the agreement between the Association and any Management Company pursuant to which the Association assigns to the Management Company certain of the Association's powers, responsibilities, and duties relating to the management and operation of the Condominium. A copy of the initial Management Agreement is attached to this Declaration as Exhibit "E."

2.26 Management Company means Grande Properties Management, Inc., a Florida corporation, its successors or assigns, or any other entity engaged to manage the Condominium pursuant to a Management Agreement from time to time.

2.27 Mortgagee means the Developer, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any trust, savings and loan association, credit union, mortgage company, bank, insurance company, commercial loan company, or other institutional lender, to the extent that any of the same holds a first mortgage encumbering any Condominium Parcel.

2.28 Okaloosa Courts means the Circuit and County Courts of the First Judicial Circuit, in and for Okaloosa County, Florida.

2.29 Owner means the owner of a Condominium Parcel.

2.30 Towers Declaration means the Declaration of Covenants and Easements and Agreement for Shared Use for Emerald Grande Towers as recorded in Official Records Book 2784, Page 1170, Public Records of Okaloosa County, Florida, and all exhibits attached thereto, as may be amended from time to time.

2.31 Towers Property means that real property including the improvements thereon which is subject to the Towers Declaration whether now existing or hereafter constructed.

2.32 Unit means a condominium unit as defined in Chapter 718 and in Article V of this Declaration and refers to that part of the Condominium Property which is subject to exclusive ownership by one or more persons. No Unit may be committed to any timeshare plan, exchange company, multisite club, membership club, non-equity club, or equity club by any person or entity other than the Developer without the Developer's prior written approval, in Developer's sole and absolute discretion. Developer's approval may be conditioned upon the Owner paying an appropriate fee or other consideration to the Developer.

2.33 Utility Services means and includes electric power, water, garbage and sewage disposal, telephone service, cable television, communications and similar systems, and any other similar public service or convenience facility supplied to the Condominium.

2.34 Working Capital Contribution means the payment made by the purchaser of a Unit to the Association, equal to three (3) monthly assessments under the current Estimated Budget, to create and fund a working capital fund for the Association. The Working Capital Contribution is only due at the closing of a purchase of a Unit from the Developer.

III. EXHIBITS

The Exhibits referred to in this Declaration consist of the following, which Exhibits and any permitted amendments that may be made to them from time to time are incorporated into this Declaration by this reference:

3.1 Exhibit "A." A legal description and a survey of the Land committed to the condominium form of ownership pursuant to this Declaration, and a graphic description of the Units and the Common Elements located on such Land in a plot plan which, together with this Declaration, are of sufficient detail to identify each Unit, the Common Elements, and their relative locations and approximate dimensions. As set forth in Exhibit "A," each Unit is identified by a designated number, letters, or combination of numbers and letters so that no Unit bears the same designation as any other Unit. The system for designating Units may be altered in accordance with section 18.8.

3.2 Exhibit "B." A copy of the initial Articles of Incorporation of the Association.

3.3 Exhibit "C." A copy of the initial Bylaws of the Association.

3.4 Exhibit "D." Percentage Interest in Common Elements.

3.5 Exhibit "E." A copy of the initial Management Agreement.

3.6 Exhibit "F." A copy of the initial Condominium Rules and Regulations.

IV. EASEMENTS

The following easements are expressly reserved or have been granted by the Developer through the recording of this Declaration:

4.1 General Easements. Non-exclusive and perpetual easements over, across, and under the Condominium Property are expressly provided for and granted as follows:

(a) Utilities. Easements are reserved over, across, and under the Condominium Property as may be required for construction or maintenance of Utility Services in order to adequately serve the Condominium, the Community Property, or properties located adjacent to the Condominium that are designated by Developer, including easements for the purpose of allowing such access rights as are necessary to use and service any lift station or utility transformer box located within the Condominium Property. The Association has a right of access to each Unit to maintain, repair, or replace the pipes, wires, ducts, vents, cables, conduits, and other Utility Services, hot water heaters, service and drainage facilities, and Common Elements contained in the Unit or elsewhere on the Condominium Property, and to remove any improvements interfering with or impairing such facilities or easements reserved in this Declaration; provided that such right of access, except in the event of an emergency, will not unreasonably interfere with the Owner's permitted use of the Unit, and that except in the event of an emergency,

entry may be made on not less than one (1) day's advance written or oral notice (which notice will not, however, be required if the Owner is absent when the giving of notice is attempted).

(b) Encroachments. If any Unit encroaches on any of the Common Elements or on any other Unit as described herein or on Exhibit "A," or if any Common Element encroaches on any Unit as described herein or on Exhibit "A," then an easement exists to permit the encroachment for so long as the encroachment exists.

(c) Traffic. A non-exclusive easement exists for pedestrian traffic over, through, and across hallways, elevator lobbies, stairs and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use. Such easements are for the use and benefit of the Owners, the Developer, the owners of interests in the Community Property, the owners of interests in properties located adjacent to the Condominium which are designated by the Developer to benefit from same, and for those claiming by, through, or under such persons, and those persons' guests, licensees, and invitees.

(d) Light and Air. The Community Property is not subject to any easements for light and view in favor of the Condominium. Owners should be aware that existing and future improvements in the Community Property may obstruct the view of the Condominium and the natural light that would otherwise be cast on the Condominium.

4.2 Association Easements. Except as limited by §718.111(10), *Florida Statutes*, the Board may grant, modify, or move easements from time to time over the Common Elements or Association Property without obtaining the approval of the Owners. The Board also may enter into easements or licenses benefiting all or a portion of the Condominium Property or Association Property, with all costs incurred in connection with such easements or licenses being Common Expenses. Notwithstanding anything in this Declaration to the contrary, the Association is prohibited from exercising the powers granted to it by this section 4.2 in any manner that would, in the reasonable opinion of the Developer, be directly or indirectly detrimental to the sales, leasing, or marketing efforts of the Developer or any of its agents regarding Units or other properties within the Condominium or the Community Property.

4.3 Developer Easements. Except as limited below, the Developer reserves to itself, for so long as it owns any interest in any Unit or other property located adjacent to the Condominium Property, or any property within the Community Property the following easements over the Condominium Property and rights to grant easements regarding the Condominium Property without obtaining the consent of the Owners or the Association:

(a) Marketing and Sales. For a period of ten (10) years from the date of recording of this Declaration, the Developer reserves for itself and its agents exclusive easement rights over and across the Condominium Property for the purpose of marketing, sales, resales, and rental of Units or accommodations at other projects, or any other hospitality, realty, or consumer products, and for the purpose of leasing any accommodations that are not part of the Condominium. Such rights may include the right to establish models; conduct property tours; conduct sales presentations; conduct closings; and to erect, post, maintain and relocate advertisements and other promotional information on the Condominium Property.

(b) Governmental Requirements. For a period of ten (10) years from the date of recording of this Declaration, the Developer reserves the right to grant such easements, from time to time, over and across the Condominium Property as may be required by any government agency. These easements specifically include any environmental easements required by state or federal environmental agencies.

(c) Developer Easements. The Developer reserves easement rights and the right to grant easement rights over and across the Condominium Property as it may deem necessary for its use or the use of any designee of the Developer from time to time. The Developer reserves an easement over and across the Condominium Property to perform maintenance on any easement space or area reserved for the benefit of the Developer. The Developer shall have the rights under this subsection for so long as the Developer holds Units for lease or sale in the ordinary course of business.

(d) Construction Easements. The Developer reserves easement rights over, under, and across the Condominium Property as is necessary, from time to time, for the purpose of constructing or converting improvements on the Condominium Property, the Community Property, or properties located adjacent to the Condominium Property.

4.4 Other Easements. Other easements may have been granted over the Condominium Property as set forth in the survey contained in Exhibit "A" attached to this Declaration. Such easements include, but are not limited to, those contained in the Community Declaration and the Towers Declaration.

V. UNITS, COMMON ELEMENTS, LIMITED COMMON ELEMENTS, AND ASSOCIATION PROPERTY

5.1 Units.

(a) Description. Each Unit includes that part of the building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

(i) Upper and Lower Boundaries. The upper and lower boundaries of the Unit are the following boundaries extended to an intersection with the perimeter boundaries:

(1) Upper Boundaries. The imaginary plane along and coincident to the interior unfinished lower surface of the ceiling of the Unit.

(2) Lower Boundaries. The imaginary horizontal plane along and coincident to the lowest point of the interior unfinished upper surface of the floor of the Unit.

(ii) Perimeter Boundaries. The perimeter boundaries of the Unit are the imaginary vertical planes along and coincident to the center of interior perimeter walls, the unfinished outside surface of the gypsum wall board (drywall) of the exterior walls, and interior surfaces of exterior doors and windows.

(iii) Exterior Doors and Windows. Each exterior door and window is a Limited Common Element of the Unit in which it is physically located.

(iv) Effect of Exhibit "A". In cases not specifically covered above, or in any case of conflict or ambiguity, the survey of the Units set forth in Exhibit "A" controls in determining the boundaries of a Unit, except that the provisions of subsection (a) above control unless specifically depicted and labeled otherwise on such survey.

(b) Material Alteration or Modification. Notwithstanding the maintenance and repair responsibilities of the Owners set forth in section 7.1, material alterations and modifications to any Units may be made by the Association upon a vote of the Board in accordance with section 9.7; provided, however, that (i) for so long as the Developer holds any Unit for sale in the ordinary course of business, no material alterations or modifications to any Unit may be made without the prior consent of the Developer; and (ii) no material alterations or modifications to any Unit may be made without the consent of the Owner(s) and Mortgagees of the affected Units and a majority of the voting interests of the Association. Any material alteration or modification to a Unit that results in a change to the square footage of any Unit requires the recording of a revised Exhibit "D" among the Public Records of Okaloosa County, Florida depicting the revised percentage interest in the Common Elements resulting from such changes. Notwithstanding anything in this Declaration to the contrary, redecoration, remodeling, or other alterations to the interior of a Unit which do not affect or impact the Common Elements, Limited Common Elements, or Association Property are not considered material alterations or modifications and do not require the prior approval of the Developer, the Association, or any other Owner; provided, however, changes to the flooring of a Unit shall require prior approval of the Association (and the Developer, if the Developer holds any Unit for sale in the ordinary course of business), and may also require an Owner to mitigate the sound effects of the

new flooring by installing sound-absorbent material in the Unit. Each Owner may install a security system in his/her respective Unit; provided, however, such security system shall not cause any exterior changes in appearance to the Unit, and further provided that Owner shall make available to the Building Manager the keys and/or codes relating to such system to allow access to the Unit in the event of an emergency or repair. Article 10 of the Community Declaration and Article IX of the Towers Declaration set forth additional requirements relating to alterations and approvals.

5.2 Common Elements.

(a) Description. In addition to those items defined in Chapter 718 and elsewhere in this Declaration as Common Elements, Common Elements include:

(i) The Land, exterior portions of exterior Unit walls, including exterior stucco wall surfaces, those portions of partitions and walls separating Units not otherwise part of the Unit, load-bearing columns or walls, slabs, and, except as excluded in this section, pipes, wires or conduits located within slabs or elsewhere in the Condominium Property. Public utility lines located on the Condominium Property shall be Common Elements, provided however, that (i) the central telephone system serving the Condominium Property shall not constitute a Common Element, and (ii) the telephone and telephone line within a Unit shall constitute a Limited Common Element of that Unit.

(ii) All planter areas, fountains, and so forth, located within the Condominium Property.

(iii) All areas on the Condominium Property not designated or described as lying within the boundary of a Unit or otherwise excluded by definition, and all other components of the Condominium Property constructed or to be constructed on the Condominium Property, rationally intended for common use or necessary to the existence, upkeep and safety of the Condominium Property.

(b) Material Alteration or Modification. Notwithstanding the maintenance and repair responsibilities of the Association set forth in section 7.1, material alterations, substantial additions, and modifications to the Common Elements may be made by the Association upon a vote of a majority all the Owners; provided, however, that for so long as the Developer holds any Unit for sale in the ordinary course of business, no material alterations or modifications to the Common Elements may be made without the prior consent of the Developer. If a material alteration or substantial addition to the Common Elements is required by any governmental entity, such material alteration or substantial addition to the Common Elements will be permitted with the affirmative vote of the Board in accordance with section 9.7, and with the approval of the Developer for so long as the Developer holds any Unit for sale in the ordinary course of business. Article 10 of the Community Declaration and Article IX of the Towers Declaration set forth additional requirements relating to alterations and approvals.

(c) Leases. The Board has the power, in its discretion and without the approval of the Owners, to lease the Common Elements, with the approval of the Developer for so long as Developer holds any Unit for sale in the ordinary course of business. The Board does not have the power to charge a use fee to the Owners for the use of Common Elements unless such charges are approved by the Developer, for so long as Developer holds any Unit for sale in the ordinary course of business.

5.3 Limited Common Elements.

(a) Description of Limited Common Elements Appurtenant to Units. Those Common Elements reserved for the use of a certain Unit or Units, to the exclusion of other Units, are designated as Limited Common Elements. Limited Common Elements appurtenant to Units include those items designated in this Declaration or on Exhibit "A" to be Limited Common Elements including balconies, front door locks of each Unit (which shall be a Limited Common Element of that Unit), and the telephone(s) and telephone lines located within a Unit (which shall be a Limited Common Element of that Unit). No Limited Common Element appurtenant to a Unit may be separately conveyed from the Unit to which it is appurtenant. In any case of conflict or ambiguity, the

survey of the Limited Common Elements set forth in Exhibit "A" controls in determining the boundaries of the Limited Common Elements.

(b) Material Alteration or Modification of Limited Common Elements Appurtenant to Units.

Notwithstanding the maintenance and repair responsibilities of the Association set forth in section 7.1 of this Declaration, material alterations and modifications to the Limited Common Elements appurtenant to Units may be made upon a vote of the Board in accordance with section 9.7; provided, however, that (i) for so long as the Developer holds any Unit for sale in the ordinary course of business, no material alterations or modifications to the Limited Common Elements may be made without the prior consent of the Developer; and (ii) no material alterations or modifications to the Limited Common Elements may be made without the consent of the Owner(s) of the Unit(s) to which the affected Limited Common Element(s) is appurtenant. For purposes of this subsection, changes to the color scheme of a Limited Common Element, other than the interior side of a wooden or metal exterior door, constitute a material alteration.

5.4 Association Property.

(a) Description. Association Property includes all personal property related to the operation of the Condominium that is owned or leased by the Association. Association Property does not include any private, personal or intellectual property belonging to a Management Company related to its operation of the Condominium, including Management Company's trade name and the trade names of Management Company's affiliates or subsidiaries.

(b) Power to Deal with Association Property; Material Alteration or Modification. The Board has the power to deal with the Association Property and to buy, sell, lease or make material alterations or modifications to the Association Property without the consent of the Owners; provided, however, that for so long as the Developer holds any Unit for sale in the ordinary course of business or owns any property subject to the Towers Declaration, any such action requires the prior consent of the Developer. The Board does not have the power to charge a use fee to the Owners for the use of Association Property unless such charges are approved by Developer, for so long as Developer holds any Unit for sale in the ordinary course of business. The Association may not acquire real property other than real property conveyed to it by the Developer (if any) without a vote of the Association in accordance with section 9.7.

5.5 Warranty Limitation.

The only warranties applicable to purchasers of Units are those that may validly be imposed by Section 718.203, *Florida Statutes* ("Sole Warranties"). Developer makes no other express or implied warranties whatsoever in regard to the Unit, the Common Elements, any fixtures or items of personal property, or any other real or personal property whatsoever sold by Developer.

DEVELOPER MAKES THE SOLE WARRANTIES EXPRESSLY IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES CONCERNING THE UNITS AND THE CONDOMINIUM PARCELS SOLD BY OR PREVIOUSLY PURCHASED FROM DEVELOPER, AND ANY OTHER REPRESENTATIONS, STATEMENTS OR PROMISES MADE BY ANY PERSON ARE UNAUTHORIZED AND ARE NOT BINDING UPON DEVELOPER. ALL OTHER WARRANTIES WITH RESPECT TO THE UNIT AND THE CONDOMINIUM PARCEL ARE HEREBY DISCLAIMED, TO THE EXTENT PERMITTED BY LAW, WHETHER IMPLIED OR ARISING BY OPERATION OF LAW, COURSE OF DEALING, CUSTOM AND PRACTICE, OR OTHERWISE, INCLUDING ANY WARRANTIES OF HABITABILITY, MERCHANTABILITY, AND FITNESS FOR PARTICULAR PURPOSE.

VI. APPURTENANCES

6.1 Appurtenant Interests. Each Unit has as an appurtenance that undivided share of the Common Elements and Common Surplus as more specifically described in Exhibit "D" attached to and incorporated in this Declaration. The Owner of each Condominium Parcel shall be liable for that share of the Common Expenses which

equals the percentage interest in the Common Elements and Common Surplus appurtenant to the Owner's Unit. Each Unit's share of the Common Expenses and Common Surplus and each Unit's undivided interest in the Common Elements of the Condominium shall be calculated as more specifically set forth in Exhibit "D."

6.2 No Partition of Common Elements. No Owner or any other person may bring, or have any right to bring, any action for partition or division of the share of the undivided percentage interest in the Common Elements appurtenant to each Unit.

6.3 No Partition of Condominium Parcels. No Owner or any other person may bring, or have any right to bring, any action for partition or division of a Condominium Parcel.

VII. MAINTENANCE

7.1 Responsibility. Responsibility for the maintenance of the Condominium Property is as follows:

(a) By the Association. Except as set forth in subsection (b), the Association must operate, maintain, repair, renovate, and replace at the Association's expense:

(i) All Common Elements, Limited Common Elements, and Association Property, except as otherwise provided in the Condominium Documents.

(ii) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of Utility Services.

Subject to Article V, the Board has the right, in its discretion and without the approval of any Owner, to modify, maintain, repair, alter, rearrange, improve, renovate, remove, or replace any or all of the Common Elements or Association Property from time to time. The Building Shared Facilities shall be maintained by East Pass as more fully described in the Towers Declaration.

(b) By the Owner. The responsibilities of each Owner for maintenance, repair, and replacement are as follows:

(i) To perform all maintenance, repairs and replacements of, in or to his or her Unit, whether structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen, including maintenance, repair and replacement of window coverings (*e.g.*, shades, blinds, shutters, or other similar items), interior nonstructural walls, the interior side of the entrance door and all other doors within or affording access to the Unit, and the electrical (including wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment, fixtures and outlets, appliances, carpets and other floor coverings, all interior surfaces and the entire interior of the Unit, of all personal property and fixtures located within the Unit, and of any other property belonging to the Owner. All of the foregoing will be performed by the Owner at the Owner's sole cost and expense, except as otherwise expressly provided to the contrary in this Declaration.

(ii) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

(iii) To bear in their entirety any expenses of repairs or replacements to the Condominium Property occasioned by the specific use or abuse by the Owner or any licensee, guest, or tenant of the Owner.

(iv) To do nothing within or outside his or her Unit that interferes with or impairs, or may interfere with or impair, the provision of Utility Services, security systems, or other service or drainage facilities or the use of these easements.

7.2 Management Agreement. As set forth in section 9.9, the Association may enter into management agreements from time to time to engage the services of a management firm to carry out all or part of the maintenance and operational duties and obligations of the Association in accordance with this Declaration, except as prohibited by Chapter 718. The initial management firm is the Management Company. If a management agreement is terminated, the maintenance duties and other obligations of the Condominium will be the exclusive responsibility of the Board until such time as a new management firm is retained.

7.3 Association's Access to Units. The Association has the irrevocable right of access to each Unit during reasonable business hours when necessary for: (i) inspecting, maintaining, repairing, replacing, or operating the Common Elements or any portion of a Unit maintained by the Association; and (ii) making emergency repairs to prevent damage to the Common Elements, Limited Common Elements, or to another Unit.

VIII. ASSESSMENTS AND COMMON EXPENSES

8.1 Assessments.

(a) Common Expenses. Common Expenses include any expenses incurred in the operation, maintenance, and repair of the Common Elements, Limited Common Elements appurtenant to Units, and Association Property, including the following:

(i) Expenses of administration and management of the Condominium Property, Association Property, and of the Association, including compensation paid by the Association to the Management Company, accountant, attorney, or other employee or independent contractor.

(ii) Expenses of maintenance, operation, repair, and replacement of the Common Elements, as determined by the Board from time to time, as well as all other costs and expenses properly incurred by the Association.

(iii) Expenses declared Common Expenses by the provisions of the Condominium Documents or Chapter 718.

(iv) Any charge against the Condominium Property as a whole.

(v) All costs and expenses incurred by the Association in connection with regulatory compliance.

(vi) All taxes and assessments against the Condominium Property levied by any governmental unit, body, agency, or district which are not separately assessed against the Units, including, without restriction, any special assessment levied by the Destin Community Redevelopment Agency against properties in the Destin Harbor including the Condominium Property.

(vii) All reserves for replacement and maintenance of the Condominium Property as required by Chapter 718 or as deemed necessary or desirable by the Board or the Association.

(viii) Casualty, flood and wind, liability insurance or other insurance covering the Common Elements and Limited Common Elements, Association Property, or the Association, its members, officers, and directors, including the cost of paying any premiums and deductibles.

(ix) All costs and expenses arising under the Community Declaration and Towers Declaration which Owners or the Association are obligated to pay and which are not assessed directly against each Owner.

(x) All costs and expenses associated with providing land-line telephone services and equipment (excluding long distance) to the Condominium Property.

(b) Assessments for Common Expenses. Owners of Units are responsible for Common Expenses in the proportions set forth in Exhibit "D." The mailing and collection of assessments against each Owner for Common Expenses, for any costs or expenses for which an individual Owner may be solely responsible pursuant to the Condominium Documents, and for reserves as may from time to time be established by the Association, will be accomplished pursuant to the Bylaws and the Management Agreement, subject to the following provisions:

(i) Interest; Application of Payments. Assessments and installments on assessments paid on or before ten (10) days after the date when due will not bear interest, but all sums not paid on or before ten (10) days after the date when due will bear interest at the highest rate permitted by law from the date when due until paid. In addition, the Association may charge an administrative late fee for each delinquent installment in the amount of the greater of \$25.00 or 5% of each delinquent installment. The Association may use the services of a collection agency for collection of delinquent accounts and to charge and impose a lien against the delinquent Owner for such costs in accordance with Chapter 718 and the Condominium Documents. All payments will be first applied to interest, administrative late fees, costs and reasonable attorneys' fees incurred in collection (including any incurred in all bankruptcy and probate proceedings), and then to the assessment payment first due. The Board has the discretion to increase or decrease the amount of the administrative late fee or interest rate within the limits imposed by law; provided, however, that the increase or decrease must be made effective by amending the Condominium Rules and Regulations and notifying the Owners of same by regular mail addressed to each Owner at the last known address of each Owner as set forth in the Association's books and records. Notwithstanding any provision of this paragraph to the contrary, the Board has the power to waive any late fees or interest that accrue as a result of delinquent payment.

(ii) Lien for Assessments. The Association will have a lien against each Condominium Parcel for any unpaid assessments and for interest, which lien will also secure any late charges, reasonable attorneys' fees and costs incurred by the Association incident to the collection of the assessment or enforcement of such lien (including those incurred in all bankruptcy and probate proceedings), whether or not legal proceedings are initiated. The lien is effective from and after recording a claim of lien among the Public Records of Okaloosa County, Florida, stating the legal description of the Unit, the name of the Owner of record, the name and address of the Association, the amounts claimed to be due, and the due dates. The lien will continue in effect until all sums secured by the lien are fully paid or until such time as is otherwise permitted by law. Claims of lien must be signed and verified by an officer of the Association, or by an authorized agent of the Association. On receipt of full payment, the party making payment is entitled to a recordable satisfaction of lien, to be prepared and recorded at such party's expense. All such liens may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property, or as otherwise provided by applicable law. The Association may also sue to recover a money judgment for unpaid assessments without waiving any claim of lien.

If a Mortgagee (or its successors or assigns) obtains title to a Condominium Parcel as a result of the foreclosure of its first mortgage, or in the event a Mortgagee obtains title to a Condominium Parcel as the result of a conveyance in lieu of foreclosure of its first mortgage, the liability of the Mortgagee for a share of the Common Expenses or assessments chargeable to the Condominium Parcel, or to the Owner of such Condominium Parcel, which became due prior to the acquisition of title by the Mortgagee, is limited to the lesser of:

(1) The unpaid Common Expenses and regular periodic assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

(2) One percent (1%) of the original mortgage debt.

In the event of a foreclosure action, the limitation on the Mortgagee's past due assessment liability does not apply unless the Mortgagee joins the Association as a defendant in such foreclosure action. However, joinder of the Association is not required if, on the date the complaint is filed, the Association is dissolved or does not maintain an office or agent for service of process at a location which is known to or reasonably discoverable by the Mortgagee. Notwithstanding anything in this subsection (b) to the contrary, if applicable law is

subsequently amended to permit conditions more favorable to the Mortgagee's ability to limit its liability for past due assessments, that applicable law will govern this subsection.

Any share of the Common Expenses or assessments chargeable against any such foreclosed Condominium Parcel or against any Condominium Parcel transferred in lieu of foreclosure remaining unpaid after the application of this subsection will be deemed a Common Expense to be paid in the same manner as other Common Expenses by all of the Owners.

Nothing in this Declaration may be construed as a modification of any rights or remedies of the Association pursuant to Chapter 718, except to the extent that the Condominium Documents allow additional remedies, to the extent that such additional remedies are permitted by law, and except as to Mortgagees as provided above.

(iii) Personal Liability for Unpaid Assessments. Each Owner and any successor in title or interest to such Owner is personally liable for all assessments made against the Unit pursuant to this Declaration or Chapter 718, and the Association may bring an action for a money judgment against a delinquent Owner or successor in title or interest to such Owner to collect all sums due the Association, including interest, late charges, costs, collection fees and reasonable attorneys' fees, including those incurred in all bankruptcy and probate proceedings. If a Unit is owned by more than one person or entity, such Owners will be jointly and severally liable for all assessments made against their respective Unit. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Element or by abandonment of the Unit for which the assessments are made. Any person acquiring title must pay any delinquent amounts owed to the Association within 30 days after transfer of title.

(iv) Payments of Assessments. No Owner may withhold payment of any regular or special assessment, or any portion of such regular or special assessment, because of any dispute which may exist between that Owner and the Association, the Board, the Management Company, or the Developer, or among any of them, but rather each Owner must pay all assessments when due pending resolution of any dispute. Except as required by applicable law, including Chapter 718, there shall be no requirement of presentment, notice, or demand. Working Capital Contribution.

(i) At the closing of a purchase of a Unit from the Developer, the Owner will pay the Working Capital Contribution to the Association. The purpose of the Working Capital Contribution is to assure that the Association will have cash available for initial start-up expenses, to meet unforeseen expenditures and to acquire additional equipment and services deemed necessary or desirable by the Board. Except as prohibited in subparagraph (iii) below, Working Capital Contributions may also be used to offset Operating Expenses. Working Capital Contributions are not advance payments of assessments for Common Expenses, nor will they be held in reserve, unless the Board votes to dedicate such funds or portion thereof to capital reserves. The Working Capital Contribution is not refundable, is in addition to the Owner's share of the then current Common Expenses, and will not be applied as a credit against any assessments otherwise due and payable by the Owner. To further ensure that the Association will have sufficient cash available to pay for start-up expenses, Common Expenses, and other expenses, Developer may from time to time advance to the Association the Working Capital Contribution applicable to any Unit(s) prior to the time legal title to such Unit(s) is conveyed to the Owner(s) thereof. In the event Developer advances the Working Capital Contribution applicable to any Unit, then, at the time legal title to such Unit is conveyed to the Owner thereof, the Working Capital Contribution to be paid by such Owner to the Association pursuant to this section shall be paid directly to Developer in reimbursement of the advance, instead of to the Association.

(ii) Notwithstanding anything to the contrary in this Declaration, during the period of the Developer's guaranty described in Section 8.5, no Working Capital Contribution funds may be used for Common Expenses.

(c) Specific Charges. The Board shall have the power to levy a specific charge against a particular Unit or Units constituting less than all Units, to cover the costs, including reasonable overhead and administrative costs, of providing benefits, items, or services to the Unit or occupants thereof upon request of the Owner pursuant to a menu of special services which the Board may from time to time authorize to be offered to

Owners (which might include maid service, linen service, handyman service, pest control, security service, courier service, etc.), which charges may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner.

8.2 Common Surplus. Each Owner owns a share of any Common Surplus attributable to each Unit owned in accordance with section 6.1.

8.3 Refunds of Common Surplus. Refunds of all or a portion of any Common Surplus to the Owners shall be in proportionate shares. Such a refund shall only be made upon a determination by the Board that the refund is both appropriate and desirable.

8.4 Certificate. An Owner may require from the Association a certificate showing the amount of unpaid assessments against that Owner with respect to that Owner's Condominium Parcel. The holder of a mortgage or other lien has the same right to require a certificate as to any Condominium Parcel on which it has a lien.

8.5 Developer Guaranty. Pursuant to Chapter 718, the Developer guarantees to each Owner of a Unit in the Condominium that from the recording of this Declaration through twelve (12) months after the initial Certificate of Occupancy/Completion is issued for the Condominium, the total assessment for Common Expenses imposed on Owners of Units will not exceed the following amounts per month:

<u>Unit Type</u>	<u>Monthly Amount</u>
W-2	\$925.81
W-5	\$741.35
W-8	\$578.19
W-9	\$721.25
W-10	\$961.28
W-11	\$1,028.08
W-12	\$772.10
W-13	\$1,201.89

In consideration of this guaranty, the Developer is excused from the payment of its share of the Common Expenses which otherwise would have been assessed against its unsold Units in the Condominium during the term of the guaranty. The actual amount of the Developer guaranty to be paid by Developer will be equal to the amount necessary to pay the difference between the actual expenses less the sum of the regular periodic assessments collected from all Owners. In consideration of this guaranty, the Developer is excused from the payment of its share of the Common Expenses that otherwise would have been assessed against its unsold Units in the Condominium during the term of the guaranty. As a consequence of this exemption, the Developer will pay any amount of Common Expenses incurred each Estimated Budget year which exceed the regular periodic assessments, including guaranteed assessments collected from Owners for such Estimated Budget Year, for so long as the guaranty remains in effect. However, any Common Expenses incurred during the guarantee period resulting from a casualty, natural disaster or an act of God, which are not covered by insurance proceeds from the insurance maintained by the Association, will be assessed against all Owners owning Units on the date of such casualty, natural disaster or act of God, including the Developer; provided that during any period of time the Developer controls the Association pursuant to §718.301, *Florida Statutes*, the Association maintains all insurance coverages required by §718.111(11)(a), *Florida Statutes*. The Developer reserves the right, but not the obligation, to unilaterally extend this guaranty for one or more periods of one year each after the expiration of the initial guaranty period on December 31, 2007.

8.6 Fines. For each violation of any of the Condominium Documents, the Board may levy against the offending Owner a sum of up to one hundred dollars (\$100.00) per violation or such higher amount as may be then allowed by applicable law. This remedy is in addition to, and not in lieu of, the remedies provided in the Condominium Documents or applicable law. An Owner against whom a fine is sought to be levied will be afforded an opportunity for hearing in accordance with Florida law, if required by Florida law.

IX. THE ASSOCIATION, COMMUNITY ASSOCIATION, AND THIS DECLARATION

The powers of the Association include those set forth in the Articles and Bylaws, as amended from time to time, Chapter 718, and those powers which a corporation not for profit in the state of Florida may exercise. In addition, the Association will operate the Condominium and will fulfill its functions pursuant to the following provisions:

9.1 Membership in Association. Membership of each Owner in the Association is appurtenant to each Unit. Each Unit will have appurtenant to it, votes in the Association in accordance with the Bylaws. Notwithstanding anything in this Declaration to the contrary, the vote established for each Unit set forth in Section 5 of the Bylaws is an appurtenance to that Unit, and no change or amendment may be made to such voting rights without the unanimous approval of all of the Owners. Where a Unit is owned by more than one Owner, the cotenants of the Unit must file a voting certificate with the Association, in accordance with the Articles and the Bylaws, setting forth which cotenant is designated to cast the vote for that Unit.

9.2 Articles of Incorporation. A copy of the initial Articles of Incorporation is attached as Exhibit "B" and incorporated in this Declaration.

9.3 Bylaws. A copy of the initial Bylaws is attached as Exhibit "C" and incorporated in this Declaration.

9.4 Limitation On Liability of Association. Notwithstanding the duty of the Association to maintain and repair portions of the Condominium Property, the Association is not liable to Owners, guests, or invitees, for injury or damage, other than for the cost of maintenance and repair, caused by any patent or latent condition of the property to be maintained and repaired by the Association or caused by the elements, or other Owners or persons. Further, the Association is not liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements or other activities done by or on behalf of any Owners regardless of whether or not the same have been approved by the Association pursuant to this Declaration.

9.5 Restraint on Assignment of Shares and Assets. Each Owner's share in the funds and assets of the Association cannot and may not be assigned, hypothecated, or transferred in any manner except as an appurtenance to the Owner's Unit.

9.6 Transfer of Control of Association. Owners other than the Developer are entitled to elect members of the Board at such times as are prescribed by this section and §718.301, *Florida Statutes*. The Developer will designate the initial members of the Board. The Developer will continue to designate from time to time all Developer positions on the Board until such time as the Developer is no longer entitled to elect or designate a director in accordance with §718.301, *Florida Statutes*; provided, however, that nothing in this Declaration may be construed to preclude the Developer from relinquishing control of the Board at any earlier time that Developer may so elect. In accordance with §718.301, *Florida Statutes*, unless applicable law is subsequently amended to permit a longer period of control of the Board by the Developer (in which case such applicable law will govern at the option of the Developer and the Developer may amend this Declaration to provide for such longer period):

(a) When Owners other than the Developer own fifteen percent (15%) or more of the Units in the Condominium that will be operated ultimately by the Association, the Owners other than the Developer shall be entitled to elect no less than one-third (1/3) of the members of the Board.

(b) Owners other than the Developer are entitled to elect not less than a majority of the members of the Board:

(i) three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(ii) three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(iii) when all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

(iv) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

(v) seven (7) years after recordation of the Declaration, whichever occurs first.

(c) The Developer is entitled to elect at least one (1) member of the Board as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units that will ultimately be operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board.

(d) Except as otherwise permitted in this section, the provisions of Subparagraphs (a), (b), (c), and (d) above may only be amended by the vote of sixty-seven percent (67%) of all of the voting interests of the Association.

9.7 Acts of the Association. Unless the approval or action of a certain specific percentage of Owners or of the Board is specifically required in this Declaration, the Articles of Incorporation, or Bylaws, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association will be given or taken by a majority of the Board present and voting at a duly called and constituted meeting at which a quorum is present, without the consent of the Owners. The Board may also approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Owners is permitted or required to be given or taken under the Condominium Documents or applicable law, unless specifically provided otherwise, all such approvals or actions required or permitted to be given or taken will be given or taken by a majority of the votes present and voting at a duly called and constituted meeting of the Association at which a quorum is present, including any votes attributable to Units owned by the Developer unless prohibited or restricted by law or by the Condominium Documents.

9.8 Effect on Developer. So long as the Developer holds any Unit for sale in the ordinary course of business, none of the following actions may be taken by the Association without the prior approval of the Developer:

(a) Assessment of the Developer as a Unit Owner for capital improvements;

(b) Any action that would be detrimental to the sales of Units by the Developer as determined by the Developer; provided, however, that an increase in assessments for Common Expenses without discrimination against the Developer will not be deemed to be detrimental to the sales of Units.

9.9 Management Agreement. The Association is authorized to contract for management of the Condominium, and to delegate to such contractor all powers and duties of the Association except those powers and duties that are specifically required by the Condominium Documents or applicable law to have approval of the Board or the members of the Association. Notwithstanding anything in this Declaration to the contrary, it is the intent of this Declaration that the Board will not have the power to independently terminate the Management Agreement; the Management Agreement may only be terminated in accordance with its own terms or by a vote of the Owners in accordance with Chapter 718.

9.10 Association Powers On Merger; Operation of Other Condominiums. In the event this Condominium is merged pursuant to Chapter 718 and Article XXI with another separate and independent condominium to form a single condominium, the Association is expressly empowered to manage and operate the

resulting single condominium as provided for in Chapter 718 and this Declaration. The Association is also specifically empowered to manage, operate, and maintain any other separate and independent condominiums that the Board will elect to manage, operate, and maintain from time to time in accordance with Chapter 718, this Declaration, and the declaration of condominium of the other separate and independent condominium. If the Association manages, operates or maintains any independent condominium other than the Condominium, the Association will maintain the books, records, accounts and funds of such other condominiums separate and apart from the books, records, accounts and funds of the Condominium.

9.11 Title to Property. The Association has the power to acquire title to and hold, convey or mortgage Association Property.

9.12 Community Association. In addition to becoming members of the Association, all Owners will become members of the Community Association pursuant to Section 6.3 of the Community Declaration. Owners of Units will have a membership interest in the Community Association upon transfer of control of the board of directors of the Community Association to the members as set forth in Section 6.3 of the Community Declaration.

X. INSURANCE

The insurance, if any, that will be carried upon the Condominium Property will be governed by the following provisions:

10.1 Authority to Purchase; Named Insured. All insurance policies upon the Condominium Property purchased by the Association will be purchased from a fiscally responsible company authorized to do business in the State of Florida and will have a minimum term of one year. The named insured will be the Association individually and as agent for the Owners, without naming them, and as agent for their respective Mortgagees. The Management Company shall be named as an additional insured on all policies obtained hereunder, to the extent same is insurable. Notwithstanding the certain types of insurance required to be obtained pursuant to this Article, in obtaining insurance the Board may consider such factors as availability and desirability of types of insurance and the market for insurance premiums in deciding which types of insurance and the amounts of coverage to obtain; provided, however, that in no event will less insurance (in terms of coverage or type) be purchased than is required by §718.111(11), *Florida Statutes*.

Provisions must be made for the issuance of Mortgagee endorsements and memoranda of insurance to the Mortgagees of Owners on request. Such policies must provide that payments by the insurer for losses must be made to the Association or the Insurance Trustee designated below, and all policies and endorsements on such policies must be deposited with the Association or the Insurance Trustee. The Association, Owners, and their tenants and guests, if any, each hereby releases the other to the extent of their respective insurance coverage, from any and all liability and any right of subrogation against the other for any loss or damage caused by fire or any of the extended coverage casualties, even if such fire or other casualty shall be brought about by the fault or negligence of the other party, or any person under such other party.

10.2 Building Insurance. Pursuant to the Towers Declaration, East Pass shall keep the Building (as that term is defined in the Towers Declaration and which term includes, without limitation, the Condominium) insured against loss or damage by fire, water, lightning, windstorm, hail, explosion, riot, damage from aircraft, collapse, smoke damage, and such other risks, casualties, and hazards as may from time to time be carried by owners of similar buildings in Okaloosa County, with all risk, extended coverage, and malicious mischief endorsements in an amount equal to one hundred percent (100%) of the replacement value thereof in accordance with the requirements set forth in Article VII of the Towers Declaration. Such casualty insurance shall also contain a Building Code or similar endorsement providing coverage for costs associated with compliance and conformance with applicable federal, state, and local codes at the time of reconstruction. Pursuant to the Towers Declaration, East Pass shall maintain commercial general liability insurance against claims for bodily injury, death, or property damage, upon in, or about the Building, the Building Shared Facilities, and/or the Residential Shared Facilities (as those terms are defined in the Towers Declaration). These requirements state that the Association shall be made an

additional insured on any policy for such insurance. The Association shall annually inspect the insurance certificates to assure such coverage is maintained. In the event that such insurance is not properly maintained, the Association shall, as required by law, acquire such insurance and pursue such other remedies set forth in the Towers Declaration.

10.3 Personal Property of Owners. If desired, Owners may obtain insurance coverage on their personal property at their own expense and for their own personal liability and living expenses. Such insurance is not the responsibility of the Association or of East Pass.

10.4 Coverage.

(a) Casualty. The Association shall keep all personal property, interior improvements, and fixtures on the Condominium Property insured against loss or damage by fire, water, lightning, windstorm, hail, explosion, riot, damage from aircraft, collapse, and smoke damage, and such other risks, casualties and hazards as may from time to time be carried by prudent owners of similar buildings in Okaloosa County, with all risk, extended coverage, vandalism, and malicious mischief endorsements, in an amount equal to one hundred percent (100%) of the current replacement cost. All coverage, including the coverage amount and the insurance company providing the coverage, is subject to the approval of the Mortgagee holding the greatest dollar amount of first mortgages against Condominium Parcels in the Condominium.

(b) Public Liability. The Association shall ensure commercial general liability insurance is obtained and maintained in full force and effect together with a building code endorsement, against claims for bodily injury, death or property damage occurring upon, in or about the Condominium Property, with coverage limits of not less than that required by Chapter 718, Florida Statutes, and the Towers Declaration. East Pass may obtain and maintain such insurance for the benefit of the entire building, in which event the Association shall be made an additional insured and the Association's share of the expense of such insurance shall be a Common Expense.

(c) Insured Parties. Each such policy shall provide that the acts of any insured party shall not invalidate the policy as against any other insured party or otherwise adversely affect the rights of any other insured party under the policy. Each such policy shall contain waivers of subrogation and waivers of any defense based on co-insurance or other insurance. The Owners will be included as additional insureds, but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements. Except as required in this Declaration, nothing in this Declaration is to be construed to require the Board to obtain such coverage as a condition precedent to the Association conducting business.

(d) Worker's Compensation. Worker's compensation insurance coverage is to be obtained to the extent necessary to meet the requirements of law.

(e) Fidelity Bond. Fidelity insurance coverage will be carried in the name of the Association for all officers, directors and employees of the Association and all other persons handling or responsible for funds of the Association. The total amount of fidelity bond coverage will be in at least the amount required for each such officer, director or employee as set forth in §718.111(11)(d), *Florida Statutes*.

(f) Directors' and Officers' Liability. If reasonably available, in the discretion of the Board, the Association will obtain a policy of directors' and officers' liability insurance in the amount as the Board determines, but in no event less than \$1,000,000 per claim or aggregate occurrence.

(g) Other. Such other insurance may be carried as the Board determines from time to time to be desirable.

(h) Insurance Company and Amounts. Unless otherwise approved by the Board, any insurance required pursuant to this Article shall be issued by a financially responsible insurance company licensed or approved to conduct business in the State of Florida with a rating of A-VIII or better by The A.M. Best Company. During the term of this Declaration the insurance industry may change, among other things, the scope of coverage afforded by the various policies of insurance named in this Declaration or the nomenclature by which the scope of

coverages contemplated under the various policies of insurance named in this Declaration are known in the insurance industry. In the event of such or similar change, it is the intent of this Declaration and the obligation of the Association at all times during the term of this Declaration to maintain the scope of insurance coverage afforded at the date of this Declaration by the forms of the various policies of insurance named in this Declaration, to the extent that maintaining the same is reasonably or commercially practicable, regardless of the nomenclature by which such scope of coverages may be or become known in the insurance industry.

All insurance coverage amounts to be provided by the Association and required pursuant to this Article shall be reviewed and adjusted by the Board annually for increases recommended by insurance industry-recommended standards for property located in Okaloosa County, Florida. Any increase in the coverage amounts shall be made by written notice from the Board to the Owners.

10.5 Premiums and Deductibles. Premiums on insurance policies purchased by the Association and any deductibles required under such policies are to be paid by the Association as a Common Expense. The Board may cause, as part of the Estimated Budget process, a reserve account to be established to pay the amount of deductibles, if any, on insurance policies purchased by the Association. In computing the deductible reserve account the Board may use any "expected life" calculation that it deems reasonable.

10.6 Review of Policies. Prior to obtaining any policy of property damage insurance or any renewal of such policies to be acquired by the Association, and at such other intervals as the Board deems advisable, but in any event, at least once every three (3) years, the Board will obtain an appraisal from a general contractor or such other source as the Board may determine, of the then current replacement cost of the property (exclusive of the land, excavations, foundations and other items normally excluded from such coverage) subject to insurance carried by the Association, without deduction for depreciation, for the purpose of determining the amount of property damage insurance to be secured pursuant to this section.

10.7 Insurance Trustee; Share of Proceeds. All insurance policies purchased by the Association are to be for the benefit of the Association, the Owners, and any Mortgagees as their interests may appear, and must provide that all proceeds covering property losses are to be paid to the Association or to a named Insurance Trustee (the "Insurance Trustee") if the Board so elects. All references to an Insurance Trustee in this Declaration apply to the Association if the Board elects not to appoint an Insurance Trustee. Any Insurance Trustee (if other than the Association) will be a commercial bank with trust powers authorized to do business in Florida or another entity with fiduciary capabilities acceptable to the Board. The Insurance Trustee is not liable for payment of premiums or deductibles or for the failure to collect any insurance proceeds. The duty of the Insurance Trustee is to receive such proceeds as are paid and hold the proceeds in trust for the purposes stated in this Declaration for the benefit of the Association, the Owners, and any Mortgagees in the following shares; provided, however, that such shares need not be set forth on the records of the Insurance Trustee:

(a) Proceeds on Account of Damage to Common Elements and Limited Common Elements. Proceeds on account of damage to Common Elements and Limited Common Elements, when such Common Elements and/or Limited Common Elements are not to be restored, is to be held in undivided shares for each Owner, such share being the same as the undivided share in the Common Elements.

(b) Units. If applicable, proceeds on account of damage to Units when the building or Unit is not to be restored, will be held in undivided shares for the Owners of those Units.

(c) Mortgagees. If a Mortgagee endorsement has been issued, any share for an Owner will be held in trust for the Mortgagee and the Owner as their interests may appear; provided, however, that no Mortgagee has the right to determine or participate in the determination as to whether or not any damaged property is reconstructed or repaired, and no Mortgagee has any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such insurance proceeds made to the Owner and Mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the Mortgagee has the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged interest if the damaged property is not reconstructed or repaired as permitted under this Declaration and under the Towers Declaration.

10.8 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee will be distributed to or for the benefit of the beneficial owners of such proceeds in the following manner:

(a) Expense of the Trust. All expenses of the Insurance Trustee are to be paid first or provisions made for such payment.

(b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed pursuant to this Declaration or the Towers Declaration, the proceeds will be paid to defray the cost of such repair or reconstruction as provided in this Declaration. Any proceeds remaining after defraying such cost will be distributed to the Owners and any Mortgagees in accordance with their respective interests, the remittance being made payable to the Mortgagee to the extent of the amount outstanding (principal, interest, and other costs and expenses secured thereby) under its mortgage (as certified in writing by each Mortgagee to the Association). This is a covenant for the benefit of any Mortgagee and may be enforced by such Mortgagee.

(c) Failure to Reconstruct or Repair. The Towers Declaration requires reconstruction or repair of any portion of the Condominium damaged by Casualty; provided however, that if, notwithstanding that requirement, it is determined in the manner which is enforceable against the other parties subject to the Towers Declaration that the damage for which proceeds are paid will not be reconstructed or repaired, the proceeds are to be distributed to the Owners and Mortgagees, remittances to Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, any Mortgagee.

(d) Certificate. In making distribution to Owners and any Mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to the names of the Owners, Mortgagees, and their respective shares of the distribution.

10.9 Association as Agent and Attorney-in-Fact. Each Owner hereby irrevocably appoints the Association as the Owner's true and lawful attorney-in-fact in such Owner's name, place and stead for the purposes of dealing with the Condominium upon its damage or destruction or a complete or partial taking as provided in Article XI below. In addition, the Association, or any Insurance Trustee or substitute Insurance Trustee designated by the Board, is hereby appointed as attorney-in-fact under this Declaration for the purpose of purchasing and maintaining insurance under this Article X and to represent the Owners in any condemnation proceeding under Article XI below, including the collection and appropriate disposition of the proceeds of such insurance or any condemnation award; the negotiation of losses and the execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose.

XI. RECONSTRUCTION OR REPAIR AFTER CASUALTY

11.1 Obligation to Reconstruct or Repair. Subject to applicable law, if any part of the Condominium Property is damaged by casualty, it will be reconstructed or repaired in accordance with the Towers Declaration and as follows:

(a) Common Elements and Limited Common Elements. If the damaged improvement is a Common Element or a Limited Common Element, then the damaged property will be reconstructed, replaced or repaired in accordance with the standards to which the Common Element was originally constructed and in accordance with all applicable standards, restrictions, and provisions of this Declaration and all applicable zoning, subdivision, building, and other governmental regulations. All such work, repair or construction shall be commenced within one hundred twenty (120) days after such damage or destruction and shall be carried through diligently to conclusion. If the insurance proceeds are insufficient to cover the cost of reconstruction, replacement or repair, the Association has the obligation to impose and collect a special assessment as provided for in section 11.4 below.

(b) Units. In the event of damage or destruction by fire or other casualty to any Unit, the damaged property is to be reconstructed in accordance with the standard to which the Unit was originally

constructed and in accordance with all applicable standards, restrictions, and provisions of this Declaration and all applicable zoning, subdivision, building, and other governmental regulations. All such work, repair or construction shall be commenced within one hundred twenty (120) days after such damage or destruction and shall be carried through diligently to conclusion.

(c) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president and attested by its secretary as to whether or not the damaged property is to be reconstructed or repaired.

11.2 Plans and Specifications. Any rebuilding, reconstruction or repairs must be made substantially in accordance with the plans and specifications for the damaged property as originally constituted according to this Declaration, the Community Declaration, and the Towers Declaration.

11.3 Estimates of Cost. As soon as practical after an event causing damage to or destruction of any part of the Condominium, the Board will obtain an estimate or estimates that it deems reliable and complete, which estimate(s) details the costs of repair, replacement and reconstruction of those parts of the Condominium for which the Association has the responsibility of reconstruction, replacement and repair. Immediately after receipt of such estimate(s), a determination will be made pursuant to section 11.1 whether to rebuild, replace, or repair the damaged property for which the Association has the responsibility of reconstruction, replacement, and repair.

11.4 Assessments. The proceeds received from an insurance policy carried by the Association will be used for any repair, replacement and reconstruction provided for in this Article XI. The Board will also utilize those amounts held in reserve in the deductible reserve required by section 10.5 for such purposes. In addition, the Board is authorized, in its reasonable discretion, to also utilize those amounts held in reserve for capital improvement for such purposes; provided, however, that funds held in reserve may only be utilized for the replacement, repair or reconstruction of the particular items for which the particular reserve account has been designated except as otherwise permitted by law.

If the proceeds of insurance (plus the additional funds described in this Article) are not sufficient to defray the estimated costs of reconstruction, replacement or repair by the Association, or if at any time during reconstruction, replacement or repair or on completion of reconstruction, replacement or repair, the funds from insurance for the payment of the costs of reconstruction, replacement or repair are insufficient, special assessments are to be made against all Owners in sufficient amounts to provide funds for the payment of such costs. Such special assessments will be in proportion to the Owners' respective obligations for Common Expenses.

11.5 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which consist of proceeds of insurance held by the Association or the Insurance Trustee, funds held in reserves as described in section 11.4, and funds collected by the Association through assessments against Owners, will be disbursed in payment of such costs in the following manner:

(a) Association. If the total of assessments made by the Association in order to provide funds for the payment of costs of reconstruction and repair that are the responsibility of the Association is more than two hundred fifty thousand dollars (\$250,000.00), then the sums paid upon such assessments will be deposited by the Association with the Insurance Trustee (if other than the Association). In all other cases the Association will hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

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

(i) Association - Minor Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than two hundred fifty thousand dollars (\$250,000.00), then the construction fund will be disbursed in payment of such costs on the order of the Board; provided however, that on request by a Mortgagee that is a beneficiary of an insurance policy the proceeds of which

are included in the construction fund, such fund is to be disbursed in the manner provided for the reconstruction, replacement or repair of major damage.

(ii) Association - Major Damage. If the amount of the estimated costs of reconstruction, replacement or repair that are the responsibility of the Association is more than two hundred fifty thousand dollars (\$250,000.00), then the construction fund is to be applied by the Insurance Trustee to the payment of such costs, and paid to or for the account of the Association from time to time as the work progresses, but not more frequently than once in any calendar month. The Insurance Trustee must make payments on the written request of the Association for withdrawal of insurance proceeds accompanied by a certificate, dated not more than fifteen (15) days prior to such request, signed by an officer of the Association and by an architect in charge of the work, who is to be selected by the Board, setting forth that the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials and any amounts paid prior to the request, and stating that the sum requested does not exceed the value of the services and material described in the certificate; that except for the amount stated in such certificate to be due, there is no outstanding indebtedness known to the person signing such certificate, after due inquiry, that might become the basis of a vendor's, mechanic's, materialmen's or similar lien upon such work against the Condominium Property; and that the cost as estimated by the person signing such certificate of the work remaining to be done subsequent to the date of such certificate does not exceed the amount of insurance proceeds or other funds remaining in the hands of the Insurance Trustee after the payment of the sum so requested.

(iii) Surplus. If there is a balance in a construction fund after payment of all costs of the reconstruction, replacement or repair for which the fund is established, such balance is to be distributed to the Owners and their Mortgagees in proportionate shares on the basis of allocation of the Condominium Common Expenses under section 6.1 above, made payable to the Owner and their Mortgagee, if any.

(iv) Certificate. Notwithstanding the provisions of this Declaration, the Insurance Trustee is not required to determine any of the following: (i) whether sums paid by the Owners on assessments are deposited by the Association with the Insurance Trustee; (ii) whether the disbursements from the construction fund are to be on the order of the Association or approval of an architect or otherwise; (iii) whether a disbursement is to be made from the construction fund; (iv) the identity of the payee; or (v) the amount to be paid. Instead, the Insurance Trustee may rely on a Certificate of the Association made by its president and secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a Mortgagee is required in this instrument to be named payee, the Insurance Trustee must also name the Mortgagee as a payee of any distribution of insurance proceeds to an Owner; and further provided, that when the Association, or a Mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Association must be first obtained by the Association prior to disbursements in payment of costs of reconstruction, replacement or repair.

XII. USE RESTRICTIONS

The use of the Condominium Property will be in accordance with the following provisions so long as the Condominium exists:

12.1 Personal Residential Use Restriction. Use of all Units and the facilities of the Condominium by Owners is limited solely to the personal residential use of Owners, their guests, invitees, and lessees and for residential uses by corporations and other entities owning such Units. Use of Units or the facilities of the Condominium by Owners for commercial purposes or any purposes other than the personal use described in this Declaration is expressly prohibited. "Commercial purpose" includes, but is not limited to, use by an Owner that the Board, in its discretion, could reasonably conclude constitutes a commercial enterprise or practice; provided, however, that "commercial purpose" does not include rental or leasing of the Unit to a transient guest or residential tenant. Furthermore, the operation of portions or all of the Condominium Property as a hotel in accordance with Chapter 509, *Florida Statutes*, does not constitute a "commercial purpose." No restriction shall be placed on the

Units that prohibits daily rentals. The provisions of the first two sentences of this section do not apply to the Developer.

12.2 Common Elements and Limited Common Elements. The Common Elements and Limited Common Elements may be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of and use by the Owners and others who are permitted use by the Community Declaration or Towers Declaration, if at all, except as approved by the Board; provided however, that nothing in the Community Declaration or Towers Declaration shall conflict with the powers and duties of the Association or the rights of the Owners under Chapter 718. The restrictions in this section shall not apply to the Developer.

12.3 Life Safety Systems. No Owner shall make any additions, alterations or improvements to the Life Safety Systems and/or any other portion of the Condominium Property that may impair the Life Safety Systems or access to the Life Safety Systems, without first receiving the prior written approval of the Board. In that regard, no lock, chain, or other device or combination thereof shall be installed or maintained at any time on or in connection with any door on which panic hardware or fire exit hardware is required. Stairwell identification and emergency signage shall not be altered or removed by the Owner whatsoever. No barrier, including but not limited to personalty, shall impede the free movement of ingress and egress to and from all emergency ingress and egress passageways.

12.4 Nuisances. No nuisance will be allowed on the Condominium Property, nor any use or practice that is the source of annoyance to Owners or which interferes with the peaceful possession and proper use of the Condominium Property by the Owners. All parts of the Condominium will be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage will be allowed to accumulate nor any fire hazard allowed to exist. All Common Elements will be kept free for their intended use, and must in no event be used as storage areas, either on a temporary or permanent basis. No clothing, towels, bedding, or other similar items may be dried or aired in any outdoor area or hung over or on balconies. No Owner may make or cause to be made any noises, or use musical instruments, radios, televisions, amplifiers, or other such equipment in a manner that may tend to disturb other Owners. No Owner may permit any use of the Condominium Property that will increase the cost of insurance on the Condominium Property. This section does not apply to (i) the Developer with respect to its ordinary operation of its commercial activities on the Condominium; (ii) the Association or Management Company with respect to the ordinary operation, maintenance or management of the Condominium Property; or (iii) the club or hotel rental operation, if any, being conducted at the Condominium Property. It is expressly contemplated that nearby establishments in HarborWalk Village as well as in other areas of the Towers Property may be operated as commercial spaces containing stores, banks, restaurants, entertainment areas, and other public establishments which may have nighttime hours of operation and which may result in noise or light levels in excess of levels typically occurring in areas consisting solely of residential accommodations; nothing contained in these use restrictions shall be deemed to prohibit such commercial activity.

12.5 Lawful Use. No immoral, improper, offensive, or unlawful use may be made of the Condominium Property, and all laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction must be observed. The person who is responsible for satisfying the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property or a Unit will be the same party as the party responsible for the maintenance and repair of the property concerned. The Condominium Property shall be used only in accordance with the Project Standards, as that term is defined in the Towers Declaration.

12.6 Architectural Control. No Owner of a Unit or designee shall commence, construct, place, erect, alter, or modify any Improvement (as that term is defined in the Community Declaration) on the Condominium Property, except in accordance with this Declaration and with the procedures and requirements set forth in Article 10 of the Community Declaration and Article IX of the Towers Declaration.

12.7 Solicitation. No solicitation of any kind, whether commercial, religious, educational, or otherwise, may be conducted anywhere on the Condominium Property unless specifically authorized in advance and in writing by the Board, except for the activity permitted to be performed by Developer or its designees in accordance with its rights under this Declaration.

12.8 Storage. No boats, jetskis, wave runners, or other watercraft of any kind whatsoever may be used, stored, or brought onto the Condominium Property without the prior written consent of the Board and of East Pass, and, if such consent is given, may only be placed in the those areas designated by the Board for such time as designated by the Board. No items whatsoever may be stored on balconies, including bicycles and motor bikes.

12.9 Pets. Pets may be kept in accordance with the Condominium Rules and Regulations as promulgated by the Board from time to time and as further set forth in the Community Declaration. Any Owner who keeps a pet(s) in a Unit shall be required to have the Unit treated on a monthly basis by a professional pest control company pursuant to the procedures set forth in Section 12.23 below, and the costs associated with such service shall be charged to the Owner as a Common Expense.

12.10 Antennas and Satellite Dishes. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind may be allowed on the Condominium Property, except (i) as may be provided by the Developer or the Board for the benefit and use of the Condominium; (ii) if such apparatus is completely contained within the Unit so as not to be visible from outside the Unit; (iii) if such apparatus is otherwise approved by the Board and East Pass; or (iv) that one such apparatus measuring no more than twenty-four (24) inches in diameter may be placed on the balcony of a Unit in the best location that allows for acceptable reception yet maximum aesthetic compatibility with the surrounding environment. If an Owner elects to avail himself of section (iv) in the prior sentence, the Owner will be required to paint the apparatus to match the exterior paint color of the balcony if such painting does not void any warranty on the apparatus. In addition, the Board may adopt rules requiring plants to be placed around the apparatus or some other means of obscuring the apparatus from the view of other owners or persons on the ground. No electrical or other equipment may be operated on the Condominium Property which interferes with television signal reception.

12.11 Barbecue Grills. No grills of any type may be used on the Condominium Property, except in areas, if any, specifically designated by Board for such use.

12.12 Alteration or Damage. No Owner or guest, invitee, or lessee of such Owner may alter the Common Elements or the exterior of the Units except for permitted alterations made in accordance with this Declaration. Such a prohibition includes alterations or damage to the gypsum board or dry wall on boundary walls of a Unit. No Owner or guest, invitee, or lessee of such Owner may deface, mar, or otherwise damage any part of the Condominium Property. In the event of non-permitted alteration or damage, the Owner for itself or on behalf of any non-paying guests, invitee or licensee of such Owner will be liable for the cost of restoration or repair. If a Unit or facility is rendered unusable due to the intentional or negligent act or omission of an Owner, guest, invitee, or lessee of such Owner, the Owner also will be responsible for the cost of securing alternative accommodations or facilities of comparable quality and location until the damaged accommodations or facilities are repaired.

12.13 Condominium Rules and Regulations. Reasonable rules and regulations concerning the use of Condominium Property may be promulgated and amended from time to time by the Board in the manner provided by the Bylaws.

12.14 Developer's Use. For a period of ten (10) years from the date of recording of this Declaration, the Developer may make such use of the Condominium Property as may facilitate the sale of Units or interests in other properties developed by the Developer or its affiliates, including showing of the property and the display of signs and other promotional devices.

12.15 Leases and Rentals. Leasing of Units shall be in accordance with the Condominium Rules and Regulations as promulgated by the Board from time to time. Every lease of a Unit must specifically provide (or, if it does not, will be automatically deemed to provide) that a material condition of the lease will be the tenant's full compliance with the covenants, terms, conditions and restrictions of this Declaration (and all Exhibits to this Declaration) and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease). The Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Board) and to pay any claim for injury or damage to property caused by the negligence of the tenant and special charge may be levied against the Unit for such injury or damage. All leases are made subordinate to any lien filed by the Association, whether prior or subsequent to such

lease. Notwithstanding the foregoing, there will be no minimum lease term for the rental of Units, nor will there be a maximum number of times that a Unit may be leased. By this provision, it is expressly understood and agreed that transient rental of Units is expressly authorized and permitted. In the event an Owner leases or rents out the Owner's Unit for any period of time less than one (1) year, the Unit lessee or renter shall, upon initial arrival, be required to check-in at the front desk of the Condominium (which may be located off the Condominium Parcel itself) and obtain an access card key to the Unit, and if applicable, certain Common Elements. There may be no amendment to this Section, or to any other provision of this Declaration which may impair the rights established in this Section, without the prior approval of the following: (i) seventy-five percent (75%) of the entire voting interests of the Association; (ii) East Pass; and (iii) while it owns any Units, the Developer.

12.16 Exterior Improvements. Without limiting the generality of Article VII of this Declaration, but subject to any provision of this Declaration specifically permitting same, no Owner may cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Condominium (including awnings, signs, storm shutters, screens, window tinting, furniture, fixtures and equipment), without the prior written consent of the Board and East Pass. Notwithstanding the foregoing, any Owner may display one portable, removable United States flag in a respectful manner and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way, which does not obstruct any other party's view, portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard. The restrictions of this section do not apply to the Developer.

12.17 Association Access to Units. In order to facilitate access to Units by the Association for the purposes enumerated in sections 4.1(a), 7.3, 12.21, 12.22, and 12.23 of this Declaration, it will be the responsibility of all Owners to maintain a lock accessible by an association card key on the front doors to their respective Units. Owners shall deliver an access card key to their respective Units to the Association to use in the performance of its functions. No Owner may change the locks to his Unit without approval of the Board. In the event an Owner leases or rents out the Owner's Unit for any period of time less than one (1) year, the Unit renter shall, upon initial arrival, be required to check-in at the front desk of the Condominium (which may be located off the Condominium Parcel itself) and obtain an access card key to the Unit, and if applicable, certain Common Elements.

12.18 Evacuation Orders. In the event an emergency evacuation order is made by the appropriate state, county or other governmental authorities, whether voluntary or mandatory, the Association may implement an emergency plan in order to protect all Owners, the Condominium Property and the Association Property. The emergency plan will be communicated to Owners staying at the Condominium when implemented and may require that Owners vacate the Condominium Property and find safer alternate accommodations at Owners' sole expense. All Owners must adhere to the Association's emergency plan when implemented.

12.19 Weight and Sound Restriction. Hard and/or heavy surface floor coverings, such as tile, marble, wood, and the like will be permitted only in foyers, kitchens and bathrooms or as otherwise installed by the Developer or installed prior to the recordation of this Declaration. Installation of hard surfaced floor coverings (other than by the Developer) in any other areas (*i.e.*, areas other than foyers, kitchens, and bathrooms) must be first approved by the Board and meet all sound insulation requirements and structural requirements established by the Board. All other areas within the Units are to receive sound-absorbent, less dense floor coverings, such as carpeting. Further, the installation of any improvement or heavy object must be submitted to and approved by the Board, and be compatible with the overall structural design of the Condominium. The Board may require a structural engineer to review certain of the proposed improvements, with such review to be at the Owner's sole expense. Additionally, the Board will have the right to specify the exact material to be used on balconies, patios, terraces, and lanais. The structural integrity of balconies is adversely affected by water intrusion and the water retention qualities of indoor-outdoor carpet, river rock and unglazed ceramic tile and its grout; therefore, these materials may not be used on balconies. Any use guidelines set forth by the Association shall be consistent with good design practices for the waterproofing and overall structural design of the Condominium. Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations. **Applicable warranties of the Developer, if any, shall be voided by violations of these restrictions and requirements. Each Owner, by acceptance of a deed or other conveyance of their Unit, hereby acknowledges and agrees that sound and vibration transmission in a high-rise building such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and or mechanical**

equipment can often be heard in another Unit. The Developer does not make any representation or warranty as to the level of sound and vibration transmission between and among Units and the other portions of the Condominium Property, or affiliated, managed, or owned by Developer and associated companies/properties, and each Owner hereby waives and expressly releases any such warranty and claim for loss or damages resulting from sound and vibration transmission.

12.20 Windows, Doors, Shades, Drapes, and Shutters. No change shall be made in the color of any exterior window, exterior door, storm or hurricane shutter, glass or screen shutters, or other such covering of the exterior doors and windows, and the exterior face of all window shades, drapes, and shutters shall be white, or such other color as approved by the Board from time to time.

12.21 Hurricane Shutters. The Board may, from time to time, establish hurricane shutter specifications which comply with the applicable building code, and establish permitted colors, styles, and materials for hurricane shutters and that are acceptable to East Pass. Subject to the provisions of Article V, the Association shall approve the installation or replacement of hurricane shutters conforming with the Board's specifications. The Board may, with the approval of a majority of voting interests in the Condominium and with the approval of East Pass, install hurricane shutters, and may (without requiring approval of the membership) maintain, repair or replace such approved shutters, whether on or within Common Elements, Limited Common Elements, Units, or Association Property; provided, however, that if laminated glass, in accordance with all applicable building codes and standards, architecturally designed to serve as hurricane protection, is installed, the Board may not install hurricane shutters in accordance with this provision. All shutters shall remain open unless and until a storm watch or storm warning is announced by the National Weather Center or other recognized weather forecaster. A Unit Owner or occupant who plans to be absent during all or any portion of the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.

12.22 Mitigation of Dampness and Humidity. No Owner shall install, within his Unit or upon the Common Elements, non-breathable wall-coverings or low-permeance paints. Additionally, any and all built-in casework, furniture, and or shelving in a Unit must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board wall or dry wall. Additionally, all Owners, whether or not occupying the Unit, shall periodically run the air conditioning system to maintain the Unit temperature, whether or not occupied, at 78° F, to minimize humidity in the Unit. While the foregoing are intended to minimize the potential development of molds, fungi, mildew, and other mycotoxins, each Owner understands and agrees that there is no method for completely eliminating the development of molds or mycotoxins, and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and development of same. In furtherance of the rights of the Association as set forth in section 7.3, in the event that the Association reasonably believes that the provisions of this section are not being complied with, then, the Association shall have the right (but not the obligation) to enter the Unit (without requiring consent of the Owner or any other party) to turn on the air conditioning in an effort to cause the temperature of the Unit to be maintained as required by this section (with all utility consumption costs to be paid and assumed by the Owner of the affected Unit). To the extent that electric service is not then available to the Unit, the Association shall have the further right, but not the obligation (without requiring consent of the Owner or any other party) to connect electric service to the Unit (with the costs thereof to be borne by the Unit Owner, or if advanced by the Association, to be promptly reimbursed by the Owner to the Association).

12.23 Pest Control. In the Board's discretion, the Association may, but is not obligated to, supply pest control services for the inside of each Unit, with the costs thereof being a Common Expense. An Owner has the option to decline such service, unless the Board determines that such service is necessary for the protection of the balance of the Condominium, in which event, the Owner must either permit the Association's pest control company to enter his Unit or must employ a licensed pest control company to enter his Unit on a regular basis to perform pest control services and furnish written evidence thereof to the Association. Because the cost of pest control service provided by the Association is a Common Expense, the election by an Owner not to use such service shall not necessarily reduce the Owner's assessments.

12.24 Fractional Interests. The Developer reserves the right to permit Owners of the Units in the Condominium to offer to sell fractional interests in their Units (which, under Florida law, are treated as timeshare interests). The minimum duration of the recurring periods of rights of occupancy that may be created with respect to any and all Units is a recurring right to six weeks use for each fractional interest in each Unit for the duration of the Condominium; however, the Developer reserves the right to create or allow the creation of larger fractional interests in each Unit with a maximum size of one quarter interest in each Unit. If Developer exercises the rights described in this Paragraph, the Developer may require a substantial charge (which may be a percentage of the then value of the Unit sold as fractional interest) for the exercise by each Unit owner of the right to subject that Unit to fractional interest sales. Consequently, the Developer reserves the right to unilaterally amend the Declaration to provide for the implementation, creation, and operation of a fractional plan and the sale of fractional interests, which constitute timeshare estates under Florida law.

FRACTIONAL INTERESTS (WHICH CONSTITUTE TIMESHARE ESTATES UNDER FLORIDA LAW) MAY BE CREATED WITH RESPECT TO UNITS IN THIS CONDOMINIUM.

XIII. ALIENABILITY OF CONDOMINIUM PARCELS

The right of Owners to sell, transfer, assign, or mortgage their Condominium Parcel is not subject to the approval of the Association. Accordingly, a proper transfer or conveyance of the Condominium Parcel will not require the written approval of the Association. Notwithstanding the prior sentence, an Owner is required to notify the Association of the sale of his Condominium Parcel and to provide the Association with a copy of the recorded deed of conveyance into any new Owner. Rental and leasing of Units is governed by Article XII. In accordance with §718.106(2)(b), *Florida Statutes*, this Declaration contains restrictions on transfer of use rights to Limited Common Elements.

XIV. RIGHTS OF DEVELOPER TO ALTER INTERIOR DESIGN

Notwithstanding anything in this Declaration to the contrary, and in addition to any other rights which may be reserved to Developer in this Declaration, Developer reserves the right to change the interior design and arrangement of any Unit so long as Developer owns the Unit changed and altered, and provided the change is reflected by an amendment to this Declaration. Such an amendment for the purpose of altering the interior design or arrangement of a Unit must be signed and acknowledged only by Developer and need not be approved by Owners or the Association, whether or not elsewhere required for an amendment, except that no change may be made by Developer which would conflict with Chapter 718 and Article V.

XV. COMPLIANCE AND DEFAULT

15.1 Compliance and Default. Each Owner is governed by and must comply with the Condominium Documents as they may be amended from time to time. Failure of an Owner to comply with the Condominium Documents will entitle the Association or other Owners to pursue any and all legal and equitable remedies for the enforcement of the Condominium Documents, including an action for damages, an action for injunctive relief, or an action for declaratory judgment. All provisions of this Declaration are enforceable equitable servitudes that will run with the land and be effective until the Condominium is terminated.

15.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an Owner to comply with the Condominium Documents as they may be amended from time to time, the prevailing party will be entitled to recover the costs of the proceeding, and recover such reasonable fees for attorneys, paralegals, and legal assistants as may be awarded by the Court, including all proceedings in bankruptcy and probate.

15.3 No Waiver of Rights. The failure of the Association or any Owner to enforce any covenant, restriction, or other provision of Chapter 718 or the Condominium Documents will not constitute a waiver of the enforcement right.

15.4 Injunctive Relief. The Association may seek an injunction from a court of equity to compel compliance with or prohibit violation of the Condominium Documents regardless of whether an adequate remedy at law exists.

15.5 Choice of Law and Forum; Governing Law; Waiver of Jury Trial. The interpretation, application, enforcement, performance of, or any other matter related to, this Declaration will be governed by the laws of the State of Florida. The Association, each Owner, the Developer, the Management Company, and any other party claiming rights or obligations by, through, or under this Declaration, each waive any right it may have under any applicable law to a trial by jury with respect to any suit or legal action which may be commenced by or against the others concerning the interpretation, construction, validity, enforcement of, or performance under, this Declaration or any other agreement or instrument executed in connection with this Declaration. Except for the matters subject to mandatory nonbinding arbitration pursuant to §718.1255, *Florida Statutes*, the Okaloosa Courts will be the exclusive forum for any dispute, proceeding, suit or legal action concerning the interpretation, construction, validity, enforcement of, performance under, or related in any way to, this Declaration or any other agreement or instrument executed in connection with this Declaration. In the event any such suit or legal action is commenced by any party, the other parties agree, consent and submit to the personal jurisdiction of the Okaloosa Courts with respect to such suit or legal action. Each party waives any and all rights under applicable law or in equity to object to jurisdiction or venue other than the Okaloosa Courts.

XVI. AMENDMENTS

16.1 By Owners. This Declaration may be amended at any regular or special Association meeting, called and convened in accordance with the provisions of the Bylaws, upon the affirmative vote of a majority of the total voting interests in the Condominium, unless a different vote is required by the specific provisions of this Declaration. Each such amendment of this Declaration will be evidenced by an instrument in writing, signed and acknowledged by any two (2) officers of the Association, setting forth the full text of such amendment, the appropriate recording data of this Declaration, and certifying that such amendment has been approved by the affirmative vote of a the necessary amount of votes. The amendment will become effective on the recording of the amendment among the Public Records of Okaloosa County, Florida. No amendment which materially affects the rights and privileges of Developer or its affiliates, as determined by Developer in its sole discretion, will become effective unless and until approved by the Developer for so long as the Developer owns any Unit or any affiliate of the Developer owns any part of the Towers Property. Furthermore, the Owners will have no power to enact any amendment to this Declaration which materially affects the rights of any Mortgagee of record, without first obtaining the written consent of such affected Mortgagee of record and provided further that such consent may not be unreasonably withheld.

16.2 By Developer. Except as prohibited by §§718.110(2), 718.110(4), 718.110(8), *Florida Statutes*, the Developer reserves the right to unilaterally amend this Declaration as it may deem appropriate in its sole discretion; as may be required by any lending institution, title insurance company, or public body; as may be necessary to conform the Declaration to the requirements of law; to facilitate the operation and management of the Condominium; or to facilitate the sale of Units or interests in the Units. Any amendments to this Declaration that may be unilaterally made by Developer will become effective on the recording among the Public Records of Okaloosa County, Florida, of an instrument executed solely by Developer, setting forth the text of such amendment in full, together with the appropriate recording data of this Declaration. No amendment of this Declaration permitted to be unilaterally made by Developer will be permitted if such amendment would prejudice or impair to any material extent the rights of the Owners as a whole or Mortgagees of record. The Developer may also make other amendments as may be reserved elsewhere in the Condominium Documents.

XVII. TERMINATION

In addition to the manner for termination of the Condominium provided by Chapter 718, the Condominium may be terminated if Owners holding one hundred percent (100%) of the voting interests and all of the holders of liens and mortgages affecting any of the Condominium Parcels execute and duly record an instrument terminating the Condominium, or if termination arises as set forth in this Declaration due to casualty or condemnation. In the event of such termination, all prohibitions against partition shall cease to be effective, and the Condominium Property will be owned in common by the Owners in the respective undivided percentages as set forth in Exhibit "D".

XVIII. DESCRIPTION OF DEVELOPMENT

18.1 Description of Development. The Condominium contains one hundred twenty-five (125) Units. The land which the Developer currently contemplates may ultimately become part of the Condominium is described on Exhibit "A". As set forth in Exhibit "A," there are eight (8) types of Units in the following sizes:

UNIT TYPE	UNIT DESCRIPTION AND UNIT SQUARE FEET	TOTAL NUMBER OF UNITS
W-2	3 Bedroom 3 Bathroom 1,799 Sq. Ft. Total Living Area* (1,566 Unit Square Feet*)	39
W-5	3 Bedroom 2 Bathroom 1,489 Sq. Ft. Total Living Area* (1,254 Unit Square Feet*)	26
W-8	2 Bedroom 1 Bathroom 1,094 Sq. Ft. Total Living Area* (978 Unit Square Feet*)	1
W-9	3 Bedroom 2 Bathroom 1,451 Sq. Ft. Total Living Area* (1,220 Unit Square Feet*)	12
W-10 (Levels 1-4)	4 Bedroom 4 Bathroom 2,219 Sq. Ft. Total Living Area* (1,626 Unit Square Feet*)	4
W-10 (Levels 5-13)	4 Bedroom 4 Bathroom 2,151 Sq. Ft. Total Living Area* (1,626 Unit Square Feet*)	9
W-11	3 Bedroom 3 Bathroom	4

(Levels 1-4)	2,502 Sq. Ft. Total Living Area* (1,739 Unit Square Feet*)	
W-11 (Levels 5-13)	3 Bedroom 3 Bathroom 2,434 Sq. Ft. Total Living Area* (1,739 Unit Square Feet*)	9
W-12 (Levels 2-3)	3 Bedroom 2 Bathroom 1,686 Sq. Ft. Total Living Area* (1,306 Unit Square Feet*)	2
W-12 (Levels 4-13)	3 Bedroom 2 Bathroom 1,540 Sq. Ft. Total Living Area* (1,306 Unit Square Feet*)	10
W-13	3 Bedroom 3 Bathroom 2,590 Sq. Ft. Total Living Area* (1,982 Unit Square Feet*)	9
Total Number of Units		125

Note * Such "Unit Square Feet" measurements as described above (not the **Total Living Area** as defined below) shall be used in calculating a Unit's percentage interest in the Common Elements and Common Surplus and share of the Common Expenses of the Condominium as set forth in Exhibit "D." All measurements are approximations of the Unit's area (measured in accordance with the Unit boundaries set forth in Article V). The balconies are Limited Common Elements of each Unit. The "**Total Living Area**" described above includes the square footage of the private balconies (as Limited Common Elements) that are reserved for the exclusive use of the Unit.

18.2 Authority to Redesignate Units. The numbering system of designating Units utilized in Exhibit "A" will be the permanent system for designating Units; provided, however, the Board has the right, in its sole discretion, to permanently alter such system of differentiating Units, including the use of numbers, letters, or combinations of letters and numbers. Changes in the system of designating Units will be made permanent upon the Board's recordation among the Public Records of Okaloosa County, Florida, of a Notice of Revised Unit Designations which contains a survey, floor, and plot plans depicting the revised unit designations in a form that is similar to Exhibit "A". The deed for the first subsequent conveyance of a Unit should contain a reference to the change in the Unit designation system similar to the following: "Unit _____, formerly referred to as Unit _____."

18.3 Land. The Condominium is an airspace condominium. The Land (as defined in Article II), which the Developer currently contemplates shall be committed to the Condominium is described in Exhibit "A." The Developer reserves the right in its sole discretion to make non-material changes to the legal description.

XIX. SEVERABILITY

The invalidity in whole or in part of any covenant or restriction, or any article, section, subsection, sentence, clause, phrase, word, or other provision of the Condominium Documents will not affect the validity of the remaining portions.

XX. MERGER

This Declaration, the Association, and the Common Elements may be merged with the declaration of condominium, condominium association, and common elements of another independent and separate condominium to form a single condominium with the approval of a majority of the total number of voting interests and with the approval of all of the record owners of liens on the Units. In the event the consent and approval is obtained, a new or amended declaration of condominium and articles of incorporation and bylaws of the Association will be recorded and will contain provisions necessary to amend and modify the appurtenances to the Units and the percentages by which the Owners share the Common Expenses and own the Common Surplus and Common Elements, in order to create a consolidated single condominium.

XXI. CONDEMNATION

21.1 Total Taking by Condemnation. In accordance with Article X of the Towers Declaration, the Insurance Trustee (as that term is defined in the Towers Declaration) shall be entitled to receive payment of damages resulting from the taking of all of the real property and improvements of the Condominium by the exercise of eminent domain of the sovereign, municipality, or other public or private authority, provided however, the Insurance Trustee shall distribute such damages to the Association in accordance with Article X of the Towers Declaration.

21.2 Partial Taking by Condemnation. In the event of the taking of less than all of the real property and improvements of the Condominium by condemnation, the Condominium will continue as to those portions of the Condominium Property not taken and the awards for that taking received by the Insurance Trustee (as that term is defined in the Towers Declaration) will be deposited with the Association in accordance with Section 21.1 above. In the event of a taking of less than all of the real property and improvements of the Condominium by condemnation, the size of the Condominium will be reduced, the Owners of condemned Units will be made whole to the extent of the awards received with respect to the condemned Units and charges collected from non-depositing Owners, and portion of the Condominium Property damaged by the taking will be made usable in the manner provided below.

21.3 Association as Agent. The Association is irrevocably appointed as the agent for each Owner, Mortgagee, and other holder of a lien on a Unit, and for each Owner of any other interest in the Condominium, to represent them in any condemnation proceedings with respect to the Condominium Property, and to negotiate and settle all of their claims in such proceedings; provided, however, the Association shall exercise its appointment in accordance with Article X of the Towers Declaration and any other applicable requirements. Any funds received by the Association as agent for the Owners and as a result of condemnation proceedings will be held in escrow and distributed in accordance with this section.

21.4 Unit Reduced but Tenatable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenatable, the award for the taking of a portion of the Unit will be used for the following purposes in the order stated and the following changes will be effected in the Condominium:

(a) Restoration of Unit. The Unit will be made tenatable. If the cost of the restoration exceeds the amount of the award received and charges levied, the Association will obtain the additional funds required by levying a special assessment against all Owners.

(b) Distribution of Surplus. The balance of the award, if any, after restoration will be distributed to the Owner(s) and to the Mortgagees having an interest (and in accordance with such interest) in the Unit, the remittance being made payable to the Mortgagees to the extent of the amount outstanding (principal, interest, and other costs and expenses secured by the mortgage) under its respective mortgage (as certified by each Mortgagee in writing to the Association).

(c) Adjustment of Percentage Interest in the Common Elements. If the floor area of a Unit(s) is reduced by the taking, the percentage interest in the common elements appurtenant to each Unit will not be altered.

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

(a) Payment of Award. The lesser of (i) the market value of each such Unit immediately prior to the taking of the Unit or (ii) the total of the awards received plus charges levied with respect to such Unit, will be paid to the Owner and to each Mortgagee having an interest in the Unit in accordance with their respective interests, the remittance being made payable to the Mortgagee to the extent of the amount outstanding (principal, interest, and other costs and expenses secured by the mortgage) under its mortgage (as certified in writing by each Mortgagee to the Association).

(b) Addition to Common Elements. The remaining portion of the Unit, if any, will become part of the Common Elements and will be placed in condition for use by all Owners in the manner approved by the Board; provided that if the cost of the work exceeds the balance, if any, of the funds received by the Association as a result of the taking, the work will be approved in the manner required by this Declaration for further improvement of the Common Elements.

(c) Adjustment of Shares in Common Elements. The shares in the common elements appurtenant to those Units that continue as part of the Condominium will be adjusted to distribute the shares in the Common Elements appurtenant to the Unit which is no longer a Unit as a result of the taking among the reduced number of Owners. This will be done by restating the shares in the Common Elements of continuing Owners in accordance with the formula set forth in the attached Exhibit "D."

(d) Assessments. If the amount of the award for the taking is not sufficient to pay the amount set forth in Section 21.6(a) and to place the remaining portion of the Unit in condition for use as a part of the Common Elements, the additional funds required for those purposes will be raised by a special assessment levied by the Association against all of the Owners who will continue as Owners after the changes in the Condominium effected by the taking. The special assessments will be made in proportion to the shares in the Common Elements of those Owners after the changes effected by the taking.

21.6 Taking of Common Elements. Awards for the taking of Common Elements will be used to make the remaining portion of the Common Elements usable in the manner approved by the Board; provided, that if the cost of the work exceeds the balance of the funds from the awards for the taking and any charges levied with respect to the taking, the work will be approved in the manner required in this Declaration for further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, if any, may be distributed to the Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation or retained by the Association. If the Association decides to distribute the balance and if there is a mortgage of an Owner's interest in a Unit, the distribution will be made to the Mortgagee to the extent of the amount outstanding (principal, interest, and other costs and expenses secured by the mortgage) under its mortgage (as certified in writing by each such Mortgagee to the Association).

21.7 Interruption of Use. In no event is any interruption of use to be deemed to relieve affected Owners from any obligation to pay assessments due under this Declaration.

21.8 Amendment of Declaration. The changes in Units, the Common Elements, and the shares of the Common Elements that are effected by condemnation will be evidenced by an amendment to this Declaration.

XXII. ESTOPPEL CERTIFICATES

Any Owner or the Association, as the case may be, shall, from time to time, within ten (10) days after receipt of written request from any other Owner or the Association, as the case may be (the "Requesting Party"), execute, acknowledge and deliver to the Requesting Party or to any existing or prospective purchaser or mortgagee designated by the Requesting Party, a certificate (the "Estoppel Certificate") stating, to the extent applicable:

(i) that the terms and provisions of this Declaration are unmodified and are in full force and effect or, if modified, identifying any such modifications;

(ii) whether there is any existing default under this Declaration (or grounds therefor after giving the requisite notice hereunder) by the Requesting Party and, if so, specifying the nature and extent thereof;

(iii) whether there are any sums (other than those arising out of the normal course of operation of the Condominium within the previous forty-five (45) days) which the party executing such Estoppel Certificate owes for Common Expenses or is entitled to receive or demand from the Requesting Party, and if there is any such sum, specifying the nature and amount thereof;

(iv) the nature and extent of any set-offs, claims, counterclaims, and/or defenses then being asserted or capable of being asserted after giving the notice, if any, required hereunder or otherwise known by the party executing the Estoppel Certificate against the enforcement of the Requesting Party's obligations under this Declaration;

(v) the total amount of all sums owed for Common Expenses under this Declaration and all liens being asserted or capable of being asserted after giving notice, if any, required under this Declaration by the party executing the Estoppel Certificate under the provisions of this Declaration, describing the applicable provision or provisions and the details of any such lien claim;

(vi) the current address or addresses to which notices given to the party executing such Estoppel Certificate are to be mailed; and

(vii) such other facts or conclusions as may be reasonably requested.

The Association and the Management Company may charge a fee in connection with providing an estoppel certificate in accordance with §718.111(12). The Association and the Management Company are not liable for providing an estoppel certificate in good faith pursuant to a written request under this article if the estoppel certificate contains the statement substantially in the following form: "The responses herein are made in good faith and to the best of my ability as to their accuracy."

XXIII. MISCELLANEOUS

23.1 Notices. All notices to the Association required or desired under this Declaration or under the Bylaws will be sent by certified mail (return receipt requested) to the Association in care of its office at the Condominium, or to such other address as the Association may under this Declaration designate from time to time by notice in writing to all Owners. Except as provided specifically in Chapter 718, all notices to any Owner will be sent by first class mail to the Condominium address of such Owner, or such other address as may have been designated by him from time to time, in writing, to the Association. All notices to Mortgagees will be sent by first class mail to their respective addresses, or they from time to time may designate such other address as, in writing to the Association. All notices will be deemed to have been given when mailed in a postage prepaid sealed wrapper,

except notices of a change of address, which will be deemed to have been given when received, or 5 business days after proper mailing, whichever will first occur.

23.2 Interpretation. The Board will be responsible for interpreting the provisions of the Condominium Documents. Such interpretation will be binding upon all parties unless wholly unreasonable. An opinion of legal counsel that any interpretation adopted by the Board is not unreasonable will conclusively establish the validity of such interpretation.

23.3 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, will be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and Condominium Documents are fair and reasonable in all material respects.

23.4 Execution of Documents: Attorney-in-Fact. Without limiting the generality of other Articles or sections of this Declaration and without such other Articles or sections limiting the generality of this section, each Owner, by reason of the acceptance of a deed to a Unit, agrees to execute, at the request of the Developer, all documents or consents which may be required by all governmental agencies to allow the Developer and its affiliates to complete the plan of development of the Condominium as such plan may be amended, and each such Owner further appoints the Developer as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This power of attorney is irrevocable and coupled with an interest. The provisions of this section may not be amended without the consent of the Developer.

23.5 Gender, Plurality, and Include. Wherever the context so permits, the singular will include the plural, the plural will include the singular, and the use of any gender will be deemed to include all or no genders. The term "include" and similar terms (e.g., includes, including, included, comprises, comprising, such as, e.g., and for example), when used as part of a phrase including one or more specific items, are used by way of example and not of limitation.

23.6 Captions. The captions in this Declaration and in the Exhibits annexed to this Declaration are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision of this Declaration or the Exhibits annexed to this Declaration.

[Remainder of this page is intentionally left blank]

23.7 Approval by Developer. In every instance where the approval or consent of the Developer is required, such approval or consent must be given in writing and signed by an authorized representative of the Developer. Furthermore, any approval, consent, decision, right, determination, election, or finding that is given, withheld, done, made, reserved, taken, or availed of, by the Developer may be in the Developer's sole, absolute, and unfettered discretion without any implied standard of reasonableness imposed on the Developer and without any requirement of due diligence.

23.8 References. Unless specifically noted otherwise, all references to any article, section, subsection, sentence, clause, phrase, word, or other provision are references to articles, sections, subsections, sentences, clauses, phrases, words, or other provisions in this Declaration.

23.9 Construction Loan Mortgage and Holder's Rights. JPMorgan Chase Bank, N.A., as Agent for itself and others, holds a mortgage (the "Construction Loan Mortgage") on the real property subjected to condominium ownership hereby. The holder of the Construction Loan Mortgage does not assume and is not responsible for any of the obligations and liabilities of the Developer, and none of the representations contained in any of the Condominium Documents shall be deemed to have been made by the holder of the Construction Loan Mortgage or impose any obligations on it. All rights, benefits and privileges in favor of the Developer shall inure to the benefit of any person who acquires title to any Units by virtue of foreclosure (or deed in lieu thereof) of the Construction Loan Mortgage. Notwithstanding anything to the contrary elsewhere in this Declaration, the provisions of this Section, as well as others in the Condominium Documents, which grants specific rights in favor of Mortgagees shall not be amended without the prior written consent of the holder of the Construction Loan Mortgage while the Construction Loan Mortgage encumbers any part of the Land or any one or more Units.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 9th day of May, 2007.

Witnesses:

Witness Signature

Print Name

Witness Signature

Print Name

"Developer"

Emerald Grande, Inc., a Florida corporation

By:

As Its:

STATE OF FLORIDA)
) ss.
COUNTY OF OKALOOSA)

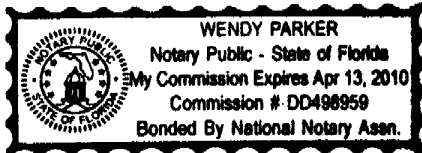
Before me, the undersigned authority authorized to take acknowledgments in the state and county aforesaid, appeared Peter H. Bos, the President of Emerald Grande, Inc., and ~~she~~ he acknowledged that ~~she~~ he executed the foregoing instrument on behalf of the corporation under due authority therefrom. ~~She~~ He is personally known to me or has produced _____ as identification.

Witness my hand and seal this 9th day of May, 2007.

Wendy Parker
(Notary Signature)

(NOTARY SEAL)

Wendy Parker
(Notary Name Printed)
NOTARY PUBLIC
Commission No. _____



CONSENT OF MORTGAGEE

iStar Financial Inc., a Maryland corporation (the "**Mortgagee**"), as lender under that certain Construction Loan and Security Agreement, dated as of December 7, 2005, and as assignee of JPMorgan Chase Bank, N.A., individually and as Agent for certain lenders, as assignee of itself and Colonial Bank, is the owner and holder of a certain Modified, Amended & Restated Mortgage, Assignment of Rents, Security Agreement & Fixture Filing, executed by the Mortgagors (hereinafter defined) in favor of Mortgagee, dated December 7, 2005, and recorded December 16, 2005 in O.R. Book 2673, Page 4571 (the "**Mortgage**"), which consolidated, renewed, amended and restated that certain amended and restated mortgage executed by East Pass Investors, Inc., a Florida corporation, Emerald Grande, Inc., a Florida corporation, and Harbor Walk, Inc., a Florida corporation (the "**Mortgagors**"), in favor of JPMorgan Chase Bank, N.A., dated January 25, 2005, and recorded in O.R. Book 2592, at Page 292 of the Public Records of Okaloosa County, Florida, which amended and restated that certain Mortgage, Assignment of Rents & Leases, Security Agreement & Fixture Filing by Mortgagors to JPMorgan Chase Bank, N.A. dated November 15, 2004, recorded in O.R. Book 2576, page 4778, which Mortgage encumbers the parcel of real property more fully described therein, a portion of which is subject to the foregoing Declaration of Condominium of Emerald Grande West Condominium (the "**Declaration**").

The Mortgagee hereby consents to the filing of the Declaration.

Nothing herein contained shall be deemed to, or operate so as to, limit or affect in any way, the Mortgage or the priority of the lien created thereby or limit or impair in any way the priority or effect of any other document, recorded or otherwise, evidencing and securing the loan from Mortgagee to Mortgagors, the sole purpose of this Consent of Mortgagee being to acknowledge the consent of the Mortgagee to the filing of the Declaration as hereinabove provided and as required by applicable law including, as applicable, s. 718.104(3), Florida Statutes. In addition, the Mortgagee shall not, by its execution of this Consent of Mortgagee, be deemed to have assumed any liability or responsibility with respect to the contents of the Declaration.

EXECUTED this 11th day of May, 2007.

Witnessed by:

Laura Ciletti
Print name: Laura Ciletti

iStar Financial Inc.

By: Cynthia Tucker
Name: Cynthia Tucker
Title: Senior Vice President

Molly Toomey
Print name: Molly Toomey

STATE OF CONNECTICUT
COUNTY OF HARTFORD

The foregoing instrument was acknowledged before me this 11th day of May, 2007, by Cynthia Tucker, as Senior Vice-President of iStar Financial Inc., a Maryland corporation, on behalf of the association, as Agent. Such person did not take an oath and: (notary **must** check applicable box) ☒ is/are personally known to me; ☐ produced a current Florida driver's license as identification; or ☐ produced _____ as identification.

{Notary Seal must be affixed}

KIM MAURUTTO
Signature of Notary

Name of Notary Typed, Printed or Stamped **KIM MAURUTTO**
NOTARY PUBLIC
MY COMMISSION EXPIRES SEP. 30, 2008
Commission Number (if not legible on seal): _____
My Commission Expires (if not legible on seal): _____

EXHIBIT "A"

Legal Description.

- Metes & Bounds legal description follow as pages (i) through (vi)
- Please see the details as they are reflected in the 60 page drawing of a survey.

EXHIBIT "A"

DESCRIPTION:

EMERALD GRANDE WEST CONDOMINIUM
(AS WRITTEN)

(ALL AIR SPACE AND RIGHTS RELATED THERETO FROM AN ELEVATION OF 63.33 FEET, TO AN ELEVATION OF 189.33 FEET, NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29))

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF LOT 10, MORENO POINT MILITARY RESERVATION, ACCORDING TO DEED BOOK 25, PAGE 573, OF THE OFFICIAL RECORDS OF OKALOOSA COUNTY, FLORIDA, AND THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 30 (R/W VARIES); THENCE SOUTH 09 DEGREES 24 MINUTES 48 SECONDS WEST, A DISTANCE OF 54.83 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING; THENCE PROCEED SOUTH 59 DEGREES 31 MINUTES 11 SECONDS EAST, A DISTANCE OF 16.82 FEET; THENCE PROCEED SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 19.79 FEET; THENCE PROCEED SOUTH 41 DEGREES 46 MINUTES 08 SECONDS EAST, A DISTANCE OF 23.62 FEET; THENCE PROCEED SOUTH 31 DEGREES 11 MINUTES 47 SECONDS EAST, A DISTANCE OF 8.40 FEET; THENCE PROCEED SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 210.92 FEET; THENCE PROCEED NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 3.52 FEET; THENCE PROCEED SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 14.83 FEET; THENCE PROCEED SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 3.23 FEET; THENCE PROCEED SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 32.44 FEET; THENCE PROCEED NORTH 64 DEGREES 18 MINUTES 34 SECONDS WEST, A DISTANCE OF 9.98 FEET; THENCE PROCEED NORTH 61 DEGREES 39 MINUTES 52 SECONDS WEST, A DISTANCE OF 15.53 FEET; THENCE PROCEED NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 2.67 FEET; THENCE PROCEED NORTH 56 DEGREES 38 MINUTES 47 SECONDS WEST, A DISTANCE OF 7.88 FEET; THENCE PROCEED NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 23.08 FEET; THENCE PROCEED NORTH 44 DEGREES 38 MINUTES 30 SECONDS WEST, A DISTANCE OF 7.88 FEET; THENCE PROCEED NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 2.67 FEET; THENCE PROCEED NORTH 39 DEGREES 37 MINUTES 28 SECONDS WEST, A DISTANCE OF 23.94 FEET; THENCE PROCEED NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 2.98 FEET; THENCE PROCEED NORTH 40 DEGREES 03 MINUTES 59 SECONDS EAST, A DISTANCE OF 121.75 FEET; THENCE PROCEED NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 88.36 FEET; THENCE PROCEED SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 9.31 FEET; THENCE PROCEED NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 25.68 FEET; THENCE PROCEED SOUTH 50 DEGREES 38 MINUTES 40 SECONDS EAST, A DISTANCE OF 2.69 FEET; THENCE PROCEED NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 23.16 FEET; THENCE PROCEED SOUTH 70 DEGREES 05 MINUTES 31 SECONDS EAST, A DISTANCE OF 8.40 FEET; THENCE PROCEED SOUTH 59 DEGREES 31 MINUTES 11 SECONDS EAST, A

(i) of (vi)

DISTANCE OF 6.80 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 0.57 ACRES, MORE OR LESS. [24627 SQUARE FEET]

TOGETHER WITH THE FOLLOWING SIX (6) PARCELS:

DESCRIPTION: PARCEL #1

(AS WRITTEN)

(ALL AIR SPACE AND RIGHTS RELATED THERETO FROM AN ELEVATION OF 63.33 FEET, TO AN ELEVATION OF 73.00 FEET, NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF LOT 10, MORENO POINT MILITARY RESERVATION, ACCORDING TO DEED BOOK 25, PAGE 573, OF THE OFFICIAL RECORDS OF OKALOOSA COUNTY, FLORIDA, AND THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 30 (R/W VARIES); THENCE SOUTH 09 DEGREES 24 MINUTES 48 SECONDS WEST ON SAID WEST LINE, A DISTANCE OF 190.39 FEET; THENCE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 7.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 10.22 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 27.48 FEET; THENCE ON THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22 DEGREES 02 MINUTES 58 SECONDS, AN ARC DISTANCE OF 10.57 FEET (CHORD BEARING AND DISTANCE = SOUTH 25 DEGREES 58 MINUTES 07 SECONDS WEST, A DISTANCE OF 10.51 FEET); THENCE NORTH 50 DEGREES 31 MINUTES 35 SECONDS WEST, A DISTANCE OF 2.43 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 15.99 SQUARE FEET.

DESCRIPTION: PARCEL #2

(AS WRITTEN)

(ALL AIR SPACE AND RIGHTS RELATED THERETO FROM AN ELEVATION OF 63.33 FEET, TO AN ELEVATION OF 73.00 FEET, NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF LOT 10, MORENO POINT MILITARY RESERVATION, ACCORDING TO DEED BOOK 25, PAGE 573, OF THE OFFICIAL RECORDS OF OKALOOSA COUNTY, FLORIDA, AND THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 30 (R/W VARIES); THENCE SOUTH 09 DEGREES 24 MINUTES 48 SECONDS WEST ON SAID WEST LINE, A DISTANCE OF 190.39 FEET; THENCE SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 47.64 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 42 DEGREES 04 MINUTES 41 SECONDS EAST, A DISTANCE OF 2.43 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A

RADIUS OF 40.80 FEET; THENCE ON THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12 DEGREES 06 MINUTES 04 SECONDS, AN ARC DISTANCE OF 8.62 FEET (CHORD BEARING AND DISTANCE = SOUTH 55 DEGREES 36 MINUTES 43 SECONDS WEST, A DISTANCE OF 8.60 FEET); THENCE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 8.62 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 11.68 SQUARE FEET.

DESCRIPTION: PARCEL #9
(AS WRITTEN)

(ALL AIR SPACE AND RIGHTS RELATED THERETO FROM AN ELEVATION OF 102.00 FEET, TO AN ELEVATION OF 111.67 FEET, NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF LOT 10, MORENO POINT MILITARY RESERVATION, ACCORDING TO DEED BOOK 25, PAGE 573, OF THE OFFICIAL RECORDS OF OKALOOSA COUNTY, FLORIDA, AND THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 30 (R/W VARIES); THENCE SOUTH 09 DEGREES 24 MINUTES 48 SECONDS WEST ON SAID WEST LINE, A DISTANCE OF 190.39 FEET; THENCE DEPARTING SAID WEST LINE, GO NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 75.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 6.20 FEET; THENCE SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 6.20 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 93.00 SQUARE FEET.

DESCRIPTION: PARCEL #12
(AS WRITTEN)

(ALL AIR SPACE AND RIGHTS RELATED THERETO FROM AN ELEVATION OF 63.33 FEET, TO AN ELEVATION OF 189.33 FEET, NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF LOT 10, MORENO POINT MILITARY RESERVATION, ACCORDING TO DEED BOOK 25, PAGE 573, OF THE OFFICIAL RECORDS OF OKALOOSA COUNTY, FLORIDA, AND THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 30 (R/W VARIES); THENCE SOUTH 09 DEGREES 24 MINUTES 48 SECONDS WEST ON SAID WEST LINE, A DISTANCE OF 54.83 FEET; THENCE DEPARING SAID WEST LINE, GO NORTH 59 DEGREES 31 MINUTES 11 SECONDS WEST, A DISTANCE OF 6.80 FEET; THENCE NORTH 70 DEGREES 05 MINUTES 31 SECONDS WEST, A DISTANCE OF 8.40 FEET; THENCE SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 23.16 FEET; THENCE NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 2.69 FEET;

(iii) of (vi)

THENCE SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 25.68 FEET; THENCE NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 9.31 FEET; THENCE SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 88.36 FEET; THENCE SOUTH 40 DEGREES 03 MINUTES 59 SECONDS WEST, A DISTANCE OF 121.75 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.98 FEET; THENCE SOUTH 39 DEGREES 37 MINUTES 28 SECONDS EAST, A DISTANCE OF 4.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 39 DEGREES 37 MINUTES 28 SECONDS EAST, A DISTANCE OF 19.33 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.67 FEET; THENCE SOUTH 44 DEGREES 35 MINUTES 17 SECONDS EAST, A DISTANCE OF 3.38 FEET; THENCE SOUTH 39 DEGREES 21 MINUTES 35 SECONDS EAST, A DISTANCE OF 2.10 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 120.04 FEET; THENCE ON THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12 DEGREES 18 MINUTES 51 SECONDS, AN ARC DISTANCE OF 25.80 FEET (CHORD BEARING AND DISTANCE = NORTH 36 DEGREES 49 MINUTES 07 SECONDS WEST, A DISTANCE OF 25.75 FEET) TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 30.89 SQUARE FEET.

DESCRIPTION: PARCEL #13 (AS WRITTEN)

(ALL AIR SPACE AND RIGHTS RELATED THERETO FROM AN ELEVATION OF 63.33 FEET, TO AN ELEVATION OF 189.33 FEET, NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF LOT 10, MORENO POINT MILITARY RESERVATION, ACCORDING TO DEED BOOK 25, PAGE 573, OF THE OFFICIAL RECORDS OF OKALOOSA COUNTY, FLORIDA, AND THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 30 (R/W VARIES); THENCE SOUTH 09 DEGREES 24 MINUTES 48 SECONDS WEST ON SAID WEST LINE, A DISTANCE OF 54.83 FEET; THENCE DEPARING SAID WEST LINE, GO NORTH 59 DEGREES 31 MINUTES 11 SECONDS WEST, A DISTANCE OF 6.80 FEET; THENCE NORTH 70 DEGREES 05 MINUTES 31 SECONDS WEST, A DISTANCE OF 8.40 FEET; THENCE SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 23.16 FEET; THENCE NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 2.69 FEET; THENCE SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 25.68 FEET; THENCE NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 9.31 FEET; THENCE SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 88.36 FEET; THENCE SOUTH 40 DEGREES 03 MINUTES 59 SECONDS WEST, A DISTANCE OF 121.75 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.98 FEET; THENCE SOUTH 39 DEGREES 37 MINUTES 28 SECONDS EAST, A DISTANCE OF 23.94 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.67 FEET; THENCE SOUTH 44 DEGREES 38 MINUTES 30 SECONDS EAST, A DISTANCE OF 7.88 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A

(iv) of (vi)

DISTANCE OF 3.40 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 16.29 FEET; THENCE SOUTH 39 DEGREES 21 MINUTES 35 SECONDS WEST, A DISTANCE OF 1.78 FEET; THENCE NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 16.29 FEET; THENCE NORTH 39 DEGREES 21 MINUTES 35 SECONDS EAST, A DISTANCE OF 1.78 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 29.03 SQUARE FEET.

DESCRIPTION: PARCEL #14
(AS WRITTEN)

(ALL AIR SPACE AND RIGHTS RELATED THERETO FROM AN ELEVATION OF 63.33 FEET, TO AN ELEVATION OF 189.33 FEET, NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF LOT 10, MORENO POINT MILITARY RESERVATION, ACCORDING TO DEED BOOK 25, PAGE 573, OF THE OFFICIAL RECORDS OF OKALOOSA COUNTY, FLORIDA, AND THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 30 (R/W VARIES); THENCE SOUTH 09 DEGREES 24 MINUTES 48 SECONDS WEST ON SAID WEST LINE, A DISTANCE OF 54.83 FEET; THENCE DEPARING SAID WEST LINE, GO NORTH 59 DEGREES 31 MINUTES 11 SECONDS WEST, A DISTANCE OF 6.80 FEET; THENCE NORTH 70 DEGREES 05 MINUTES 31 SECONDS WEST, A DISTANCE OF 8.40 FEET; THENCE SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 23.16 FEET; THENCE NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 2.69 FEET; THENCE SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 25.68 FEET; THENCE NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 9.31 FEET; THENCE SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 88.36 FEET; THENCE SOUTH 40 DEGREES 03 MINUTES 59 SECONDS WEST, A DISTANCE OF 121.75 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.98 FEET; THENCE SOUTH 39 DEGREES 37 MINUTES 28 SECONDS EAST, A DISTANCE OF 23.94 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.67 FEET; THENCE SOUTH 44 DEGREES 38 MINUTES 30 SECONDS EAST, A DISTANCE OF 7.88 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 23.08 FEET; THENCE SOUTH 56 DEGREES 38 MINUTES 47 SECONDS EAST, A DISTANCE OF 4.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 56 DEGREES 38 MINUTES 47 SECONDS EAST, A DISTANCE OF 3.40 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.67 FEET; THENCE SOUTH 61 DEGREES 39 MINUTES 52 SECONDS EAST, A DISTANCE OF 15.53 FEET; THENCE SOUTH 64 DEGREES 18 MINUTES 34 SECONDS EAST, A DISTANCE OF 5.29 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 120.04 FEET; THENCE ON THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13 DEGREES 02 MINUTES 43 SECONDS, AN ARC DISTANCE OF 27.33 FEET (CHORD BEARING AND DISTANCE = NORTH 64 DEGREES 49 MINUTES 22 SECONDS WEST, A DISTANCE OF 27.27 FEET); THENCE THENCE NORTH 39

(v) of (vi)

DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 2.10 FEET TO THE
POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 31.40 SQUARE FEET.

(Vi) of (Vi)

EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, AND IN MY PROFESSIONAL OPINION, THAT THIS IS A TRUE AND CORRECT SURVEY OF THE PROPERTY DESCRIBED HEREON AND THAT THE CONSTRUCTION OF THE IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS, AND THAT IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES, COMMON AREAS AND ACCESS TO THE UNITS HAVE BEEN SUBSTANTIALLY COMPLETED, WITH THE EXCEPTION OF FLOORS MASTER PLAN LEVEL 12 (TOWER PLAN LEVEL 7) THROUGH MASTER PLAN LEVEL 18/PENTHOUSE LEVEL (TOWER PLAN PENTHOUSE) INCLUSIVE.

Daryl E.W. Burgis 5-16-2007

DARYL E.W. BURGIS FLORIDA REGISTRATION NO. 4980
EMERALD COAST ASSOCIATES, INC., L. B. NO. 3724
4636 GULFSTAR DRIVE
DESTIN, FLORIDA 32541

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTAR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PLAT\EMERALD GRANDE WEST CONDOMINIUM\01-254\CD.DWG

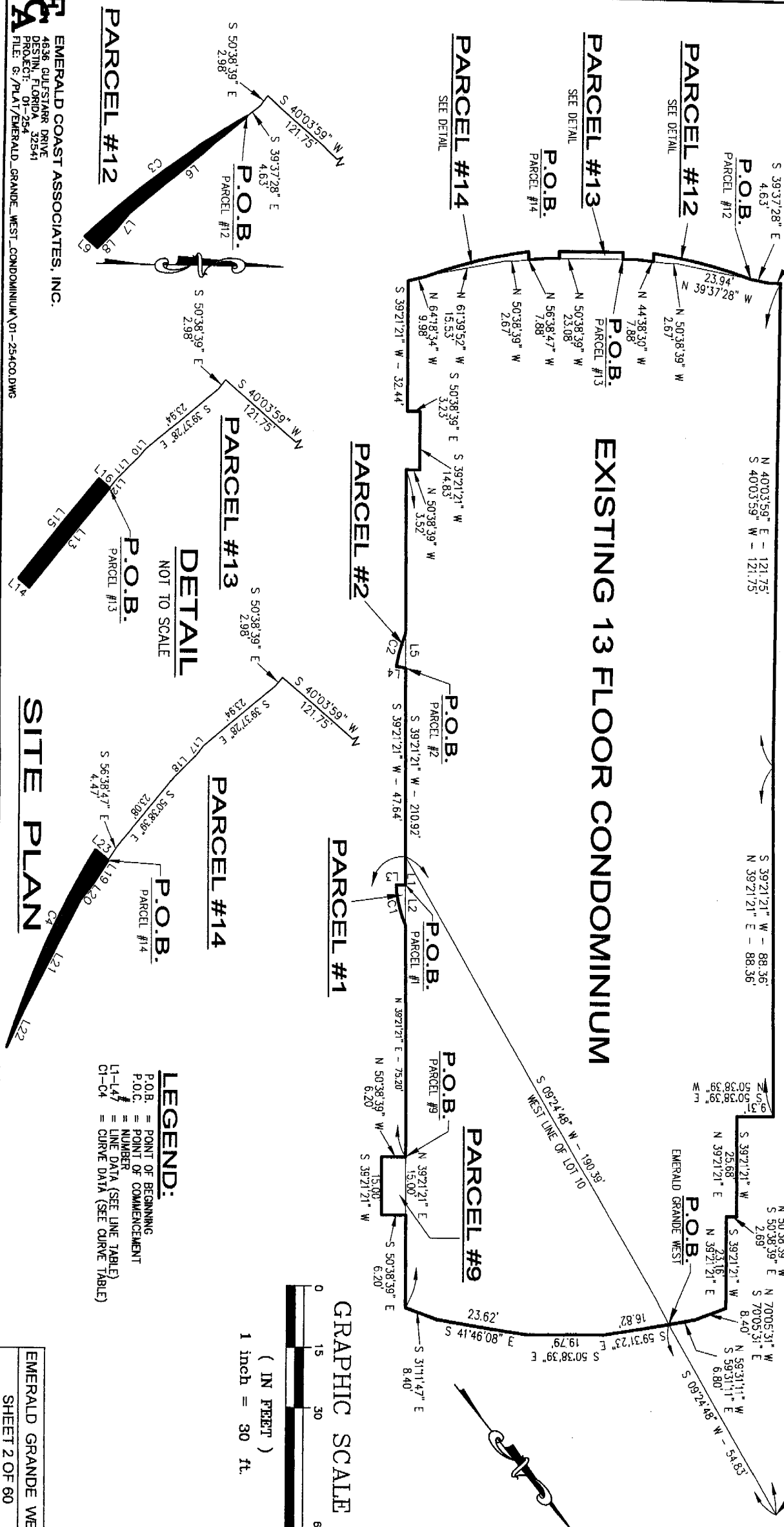
G:\PLAT\01\01-254 EMERALD GRANDE\05-08-07\EMERALD GRAND WEST-NEW.dwg 5/16/2007 10:02:10 AM Mike

EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

P.O.C.

INTERSECTION OF THE WEST LINE OF
LOT 10, MORENO POINT MILITARY RESERVATION
AND THE SOUTHERLY R/W LINE OF STATE ROAD 30
(U.S. HIGHWAY 98, R/W VARIES)

EXISTING 13 FLOOR CONDOMINIUM

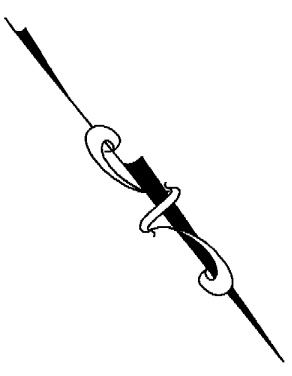
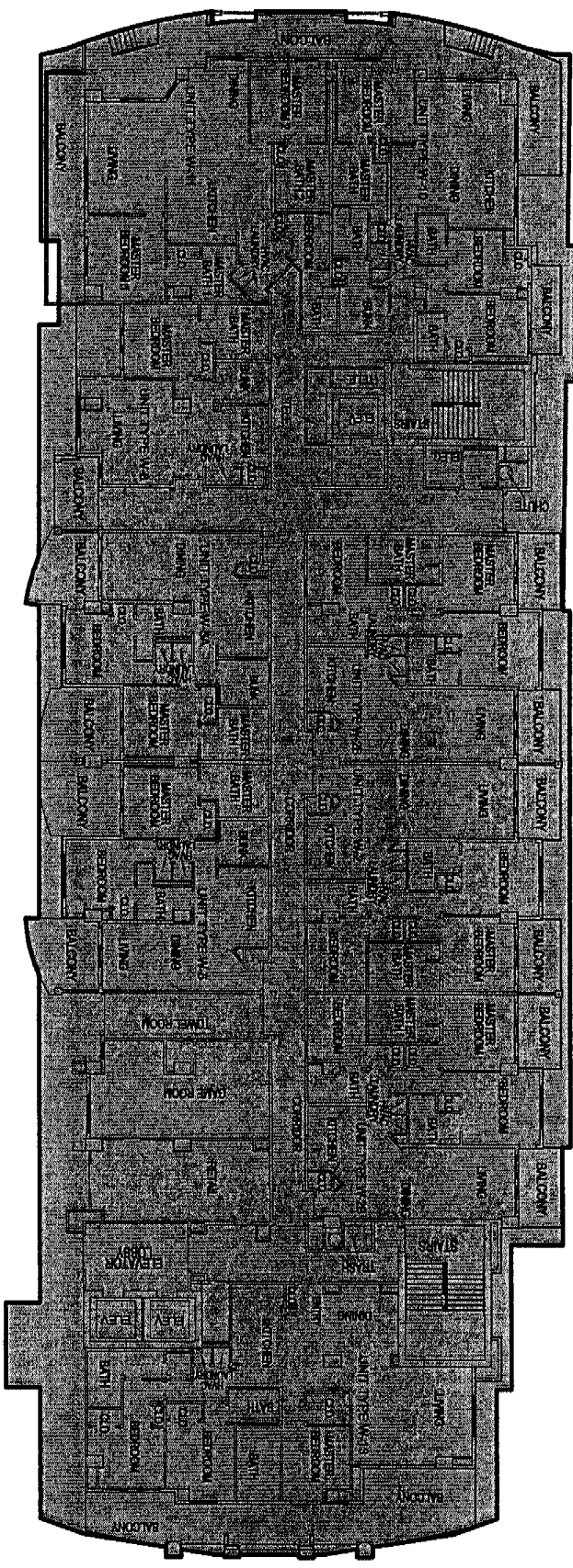


EMERALD COAST ASSOCIATES, INC.
4836 GULFSTAR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PLAT\EMERALD GRAND WEST CONDOMINIUM\01-254\CO.DWG

SITE PLAN

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EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.



GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTAR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PLAT\EMERALD_GRANDE_WEST_CONDOMINIUM\01-254\CO.DWG

BUILDING DETAIL



EMERALD COAST ASSOCIATES, INC.
4636 GULFSTAR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PLAT\EMERALD GRAND WEST\CONDOMINIUM\01-254CO.DWG

EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

LINE TABLE

LINE#	BEARING	LENGTH
L1	N 39°21'21" E	7.15'
L2	N 39°21'21" E	10.22'
L3	N 50°31'35" W	2.43'
L4	S 42°04'41" E	2.43'
L5	N 39°21'21" E	8.62'
L6	S 39°37'28" E	19.33'
L7	S 50°38'39" E	2.67'
L8	S 44°35'17" E	3.38'
L9	S 39°21'35" W	2.10'
L10	S 50°38'39" E	2.67'
L11	S 44°38'30" E	7.88'
L12	S 50°38'39" E	3.40'
L13	S 50°38'39" E	16.29'
L14	S 39°21'35" W	1.78'
L15	N 50°38'39" W	16.29'
L16	N 39°21'35" E	1.78'
L17	S 50°38'39" E	2.67'
L18	S 44°38'30" E	7.88'
L19	S 56°38'47" E	3.40'
L20	S 50°38'39" E	2.67'
L21	S 61°39'52" E	15.53'
L22	S 64°18'34" E	5.29'
L23	N 39°21'21" E	2.10'

CURVE TABLE

CURVE#	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	10.57'	27.48'	22°02'58"	S 25°58'07" W	10.51'
C2	8.62'	40.80'	12°06'04"	S 55°36'43" W	8.60'
C3	25.80'	120.04'	12°18'51"	N 36°49'07" W	25.75'
C4	27.33'	120.04'	13°02'43"	N 64°49'22" W	27.27'

SURVEY REPORT:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE EAST LINE OF LOT 10, MORENO POINT MILITARY RESERVATION (DEED BOOK 25, PAGE 573), SAID LINE BEING S 09°24'48" W.
2. THIS PARCEL IS LOCATED IN FLOOD ZONE X, NO MINIMUM FLOOR ELEVATION REQUIRED, AS DETERMINED BY SCALE FROM F.E.M.A. MAP NUMBER 12091C480H, PANEL 480 OF 494, DATED DECEMBER 6, 2002, OKALOOSA COUNTY, FLORIDA.
3. NO ENVIRONMENTAL JURISDICTION LINES HAVE BEEN DETERMINED BY EMERALD COAST ASSOCIATES, INC.
4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT ABSTRACT OF TITLE OR TITLE INSURANCE POLICY. NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY EMERALD COAST ASSOCIATES INC.
5. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.
6. APPARENT USES ARE AS SHOWN.
7. NO STRUCTURAL FOUNDATIONS BELOW THE SURFACE OF THE GROUND WERE LOCATED.
8. GRAPHIC SYMBOLISM OF CORNER MONUMENTATION, UTILITIES, SIGNS, ETCETERA, ARE EXAGGERATED FOR CLARITY AND ARE NOT TO SCALE. THE CENTER POINT OF WHICH IS ACCURATELY PLOTTED TO SCALE AND/OR DIMENSIONED THERETO.
9. NO UNDERGROUND UTILITIES OR UTILITY LINES WERE LOCATED.
10. ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM (1929).

EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

DESCRIPTION:
EMERALD GRANDE WEST CONDOMINIUM
(AS WRITTEN)

EXHIBIT "H"

(ALL AIR SPACE AND RIGHTS RELATED THERETO FROM AN ELEVATION OF 63.33 FEET, TO AN ELEVATION OF 189.33 FEET, NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29))

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF LOT 10, MORENO POINT MILITARY RESERVATION, ACCORDING TO DEED BOOK 25, PAGE 573, OF THE OFFICIAL RECORDS OF OKALOOSA COUNTY, FLORIDA, AND THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 30 (RAW VARIES); THENCE SOUTH 09 DEGREES 24 MINUTES 48 SECONDS WEST, A DISTANCE OF 54.83 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING; THENCE PROCEED SOUTH 59 DEGREES 31 MINUTES 11 SECONDS EAST, A DISTANCE OF 16.82 FEET; THENCE PROCEED SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 19.79 FEET; THENCE PROCEED SOUTH 41 DEGREES 46 MINUTES 08 SECONDS EAST, A DISTANCE OF 23.62 FEET; THENCE PROCEED SOUTH 31 DEGREES 11 MINUTES 47 SECONDS EAST, A DISTANCE OF 8.40 FEET; THENCE PROCEED SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 210.92 FEET; THENCE PROCEED NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 3.52 FEET; THENCE PROCEED SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 14.89 FEET; THENCE PROCEED SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 3.23 FEET; THENCE PROCEED SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 32.44 FEET; THENCE PROCEED NORTH 64 DEGREES 18 MINUTES 34 SECONDS WEST, A DISTANCE OF 9.96 FEET; THENCE PROCEED NORTH 61 DEGREES 39 MINUTES 52 SECONDS WEST, A DISTANCE OF 15.53 FEET; THENCE PROCEED NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 2.67 FEET; THENCE PROCEED NORTH 56 DEGREES 38 MINUTES 47 SECONDS WEST, A DISTANCE OF 7.88 FEET; THENCE PROCEED NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 23.08 FEET; THENCE PROCEED NORTH 44 DEGREES 38 MINUTES 30 SECONDS WEST, A DISTANCE OF 7.88 FEET; THENCE PROCEED NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 2.67 FEET; THENCE PROCEED NORTH 39 DEGREES 37 MINUTES 28 SECONDS WEST, A DISTANCE OF 23.94 FEET; THENCE PROCEED NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 2.98 FEET; THENCE PROCEED NORTH 40 DEGREES 03 MINUTES 59 SECONDS EAST, A DISTANCE OF 121.75 FEET; THENCE PROCEED NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 88.36 FEET; THENCE PROCEED SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 9.31 FEET; THENCE PROCEED NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 25.68 FEET; THENCE PROCEED SOUTH 50 DEGREES 38 MINUTES 40 SECONDS EAST, A DISTANCE OF 2.69 FEET; THENCE PROCEED NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 23.16 FEET; THENCE PROCEED SOUTH 70 DEGREES 05 MINUTES 31 SECONDS EAST, A DISTANCE OF 8.40 FEET; THENCE PROCEED SOUTH 59 DEGREES 31 MINUTES 11 SECONDS EAST, A DISTANCE OF 6.80 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 0.57 ACRES, MORE OR LESS, [24627 SQUARE FEET]

TOGETHER WITH THE FOLLOWING SIX (6) PARCELS:

DESCRIPTION: PARCEL #1
(AS WRITTEN)

(ALL AIR SPACE AND RIGHTS RELATED THERETO FROM AN ELEVATION OF 63.33 FEET, TO AN ELEVATION OF 73.00 FEET, NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29)).

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF LOT 10, MORENO POINT MILITARY RESERVATION, ACCORDING TO DEED BOOK 25, PAGE 573, OF THE OFFICIAL RECORDS OF OKALOOSA COUNTY, FLORIDA, AND THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 30 (RAW VARIES); THENCE SOUTH 09 DEGREES 24 MINUTES 48 SECONDS WEST ON SAID WEST LINE, A DISTANCE OF 190.39 FEET; THENCE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 7.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 10.22 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 27.48 FEET; THENCE ON THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22 DEGREES 02 MINUTES 58 SECONDS, AN ARC DISTANCE OF 10.57 FEET (CHORD BEARING AND DISTANCE = SOUTH 25 DEGREES 58 MINUTES 07 SECONDS WEST, A DISTANCE OF 10.51 FEET); THENCE NORTH 50 DEGREES 31 MINUTES 35 SECONDS WEST, A DISTANCE OF 2.43 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 15.99 SQUARE FEET.

DESCRIPTION: PARCEL #2
(AS WRITTEN)

(ALL AIR SPACE AND RIGHTS RELATED THERETO FROM AN ELEVATION OF 63.33 FEET, TO AN ELEVATION OF 73.00 FEET, NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29)).

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF LOT 10, MORENO POINT MILITARY RESERVATION, ACCORDING TO DEED BOOK 25, PAGE 573, OF THE OFFICIAL RECORDS OF OKALOOSA COUNTY, FLORIDA, AND THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 30 (RAW VARIES); THENCE SOUTH 09 DEGREES 24 MINUTES 48 SECONDS WEST ON SAID WEST LINE, A DISTANCE OF 190.39 FEET; THENCE SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 47.64 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 42 DEGREES 04 MINUTES 41 SECONDS EAST, A DISTANCE OF 2.43 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 40.80 FEET; THENCE ON THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12 DEGREES 06 MINUTES 04 SECONDS, AN ARC DISTANCE OF 8.62 FEET (CHORD BEARING AND DISTANCE = SOUTH 55 DEGREES 36 MINUTES 43 SECONDS WEST, A DISTANCE OF 8.60 FEET); THENCE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 8.62 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 11.68 SQUARE FEET.

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTAR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PLAT\EMERALD GRANDE WEST CONDOMINIUM\01-254CO.DWG

SEE SHEET 5 OF 5 FOR CONTINUATION OF DESCRIPTIONS.

EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

EXHIBIT "H"

DESCRIPTION: PARCEL #9
(AS WRITTEN)

(ALL AIR SPACE AND RIGHTS RELATED THERETO FROM AN ELEVATION OF 102.00 FEET, TO AN ELEVATION OF 111.67 FEET, NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF LOT 10, MORENO POINT MILITARY RESERVATION, ACCORDING TO DEED BOOK 25, PAGE 573, OF THE OFFICIAL RECORDS OF OKALOOSA COUNTY, FLORIDA, AND THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 30 (RW VARIES); THENCE SOUTH 09 DEGREES 24 MINUTES 48 SECONDS WEST ON SAID WEST LINE, A DISTANCE OF 190.39 FEET; THENCE DEPARTING SAID WEST LINE, GO NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 75.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 6.20 FEET; THENCE SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 6.20 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 93.00 SQUARE FEET.

DESCRIPTION: PARCEL #12
(AS WRITTEN)

(ALL AIR SPACE AND RIGHTS RELATED THERETO FROM AN ELEVATION OF 63.33 FEET, TO AN ELEVATION OF 189.33 FEET, NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF LOT 10, MORENO POINT MILITARY RESERVATION, ACCORDING TO DEED BOOK 25, PAGE 573, OF THE OFFICIAL RECORDS OF OKALOOSA COUNTY, FLORIDA, AND THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 30 (RW VARIES); THENCE SOUTH 09 DEGREES 24 MINUTES 48 SECONDS WEST ON SAID WEST LINE, A DISTANCE OF 54.83 FEET; THENCE DEPARTING SAID WEST LINE, GO NORTH 59 DEGREES 31 MINUTES 11 SECONDS WEST, A DISTANCE OF 6.80 FEET; THENCE NORTH 70 DEGREES 05 MINUTES 31 SECONDS WEST, A DISTANCE OF 8.40 FEET; THENCE SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 23.16 FEET; THENCE NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 2.69 FEET; THENCE SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 25.68 FEET; THENCE NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 9.31 FEET; THENCE SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 88.36 FEET; THENCE SOUTH 40 DEGREES 03 MINUTES 59 SECONDS WEST, A DISTANCE OF 121.75 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.98 FEET; THENCE SOUTH 39 DEGREES 37 MINUTES 28 SECONDS EAST, A DISTANCE OF 4.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 39 DEGREES 37 MINUTES 28 SECONDS EAST, A DISTANCE OF 19.33 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.67 FEET; THENCE SOUTH 44 DEGREES 35 MINUTES 17 SECONDS EAST, A DISTANCE OF 3.38 FEET; THENCE SOUTH 39 DEGREES 21 MINUTES 35 SECONDS EAST, A DISTANCE OF 2.10 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 120.04 FEET; THENCE ON THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12 DEGREES 18 MINUTES 51 SECONDS, AN ARC DISTANCE OF 25.80 FEET (CHORD BEARING AND DISTANCE = NORTH 36 DEGREES 49 MINUTES 07 SECONDS WEST, A DISTANCE OF 25.75 FEET) TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 30.89 SQUARE FEET.



EMERALD COAST ASSOCIATES, INC.
4636 GULFSTAR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PLAT\EMERALD_GRANDE_WEST_CONDOMINIUM\01-254C0.DWG

SEE SHEET 5 OF 5 FOR CONTINUATION OF DESCRIPTIONS.

EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

EXHIBIT "H"

DESCRIPTION: PARCEL #13
(AS WRITTEN)

(ALL AIR SPACE AND RIGHTS RELATED THERETO FROM AN ELEVATION OF 63.33 FEET, TO AN ELEVATION OF 189.33 FEET, NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF LOT 10, MORENO POINT MILITARY RESERVATION, ACCORDING TO DEED BOOK 25, PAGE 573, OF THE OFFICIAL RECORDS OF OKALOOSA COUNTY, FLORIDA, AND THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 30 (RW VARIES); THENCE SOUTH 09 DEGREES 24 MINUTES 48 SECONDS WEST ON SAID WEST LINE, A DISTANCE OF 54.83 FEET; THENCE DEPARTING SAID WEST LINE, GO NORTH 59 DEGREES 31 MINUTES 11 SECONDS WEST, A DISTANCE OF 6.80 FEET; THENCE NORTH 70 DEGREES 05 MINUTES 31 SECONDS WEST, A DISTANCE OF 8.40 FEET; THENCE SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 23.16 FEET; THENCE NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 2.69 FEET; THENCE SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 25.68 FEET; THENCE NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 9.31 FEET; THENCE SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 88.36 FEET; THENCE SOUTH 40 DEGREES 03 MINUTES 59 SECONDS WEST, A DISTANCE OF 121.75 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.98 FEET; THENCE SOUTH 39 DEGREES 37 MINUTES 28 SECONDS EAST, A DISTANCE OF 23.94 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 3.40 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 44 DEGREES 38 MINUTES 30 SECONDS EAST, A DISTANCE OF 7.88 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 1.78 FEET; THENCE NORTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 16.29 FEET; THENCE SOUTH 39 DEGREES 21 MINUTES 35 SECONDS WEST, A DISTANCE OF 1.78 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 29.03 SQUARE FEET.

DESCRIPTION: PARCEL #14
(AS WRITTEN)

(ALL AIR SPACE AND RIGHTS RELATED THERETO FROM AN ELEVATION OF 63.33 FEET, TO AN ELEVATION OF 189.33 FEET, NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF LOT 10, MORENO POINT MILITARY RESERVATION, ACCORDING TO DEED BOOK 25, PAGE 573, OF THE OFFICIAL RECORDS OF OKALOOSA COUNTY, FLORIDA, AND THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 30 (RW VARIES); THENCE SOUTH 09 DEGREES 24 MINUTES 48 SECONDS WEST ON SAID WEST LINE, A DISTANCE OF 54.83 FEET; THENCE DEPARTING SAID WEST LINE, GO NORTH 59 DEGREES 31 MINUTES 11 SECONDS WEST, A DISTANCE OF 6.80 FEET; THENCE NORTH 70 DEGREES 05 MINUTES 31 SECONDS WEST, A DISTANCE OF 8.40 FEET; THENCE SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 23.16 FEET; THENCE NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 9.31 FEET; THENCE SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 25.68 FEET; THENCE NORTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 121.75 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.98 FEET; THENCE SOUTH 39 DEGREES 37 MINUTES 28 SECONDS EAST, A DISTANCE OF 23.94 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 3.40 FEET; THENCE SOUTH 44 DEGREES 38 MINUTES 30 SECONDS EAST, A DISTANCE OF 7.88 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 1.78 FEET; THENCE NORTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 16.29 FEET; THENCE SOUTH 39 DEGREES 21 MINUTES 35 SECONDS WEST, A DISTANCE OF 1.78 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

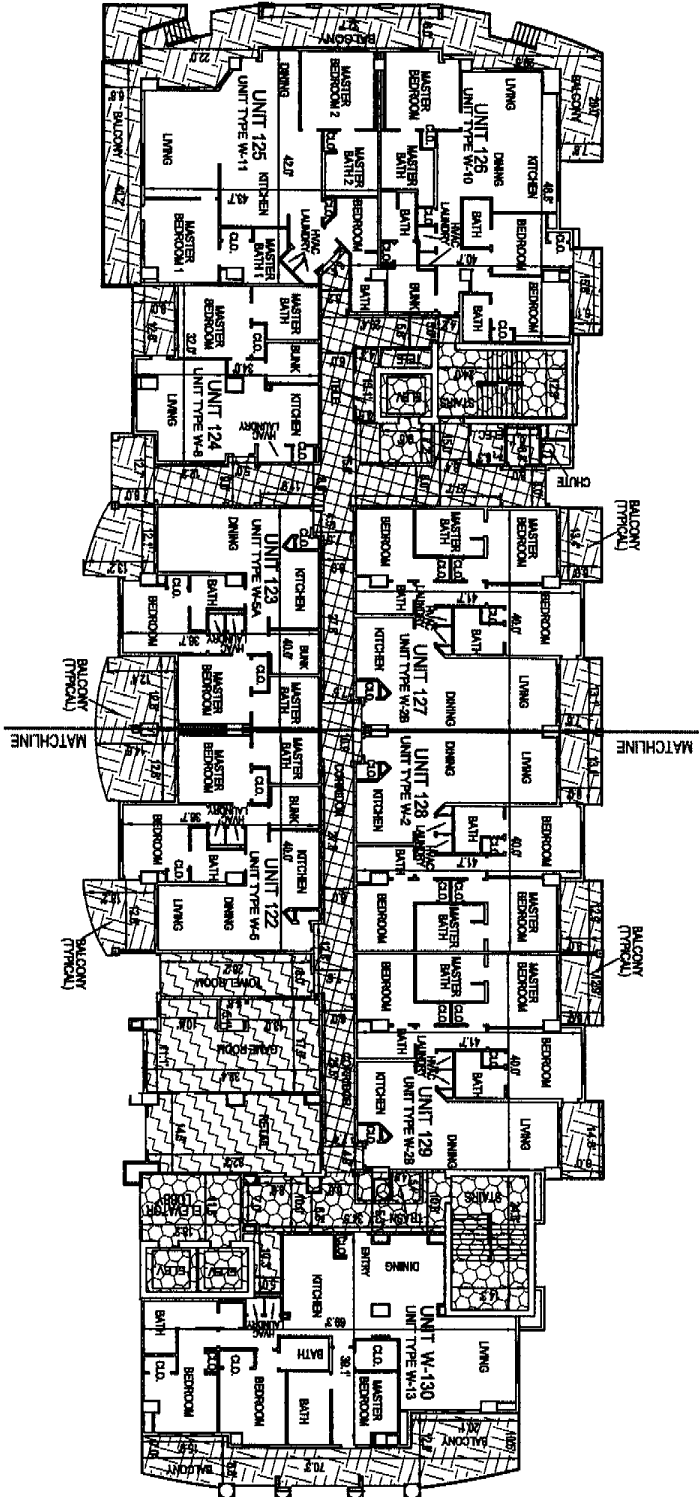
SAID PARCEL CONTAINING 31.40 SQUARE FEET.



EMERALD COAST ASSOCIATES, INC.
4636 GULFSTAR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PLAT\EMERALD_GRANDE_WEST_CONDOMINIUM\01-254CO.DWG

EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

NOTE:
BUILDING SHARED FACILITIES, RESIDENTIAL SHARED FACILITY, AND
BUILDING SERVICE PARCEL ARE NOT PART OF THE CONDOMINIUM.



LEGEND:

- ELEV. = ELEVATOR
- [Hatched pattern] = LIMITED COMMON ELEMENT
- [Hatched pattern] = BUILDING SHARED FACILITIES
- [Hatched pattern] = BUILDING SERVICE PARCEL
- [Hatched pattern] = RESIDENTIAL SHARED FACILITY
- [Hatched pattern] = COMMON ELEMENT

MASTER PLAN LEVEL 6
GRANDE VISTA LEVEL
TOWER PLAN LEVEL 1 (WEST DETAIL)
FINISHED FLOOR ELEVATION = 63.01'

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

EMERALD COAST ASSOCIATES, INC.
4836 GULFSTAR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PLAT\EMERALD_GRANDE_WEST_CONDOMINIUM\01-254CO.DWG

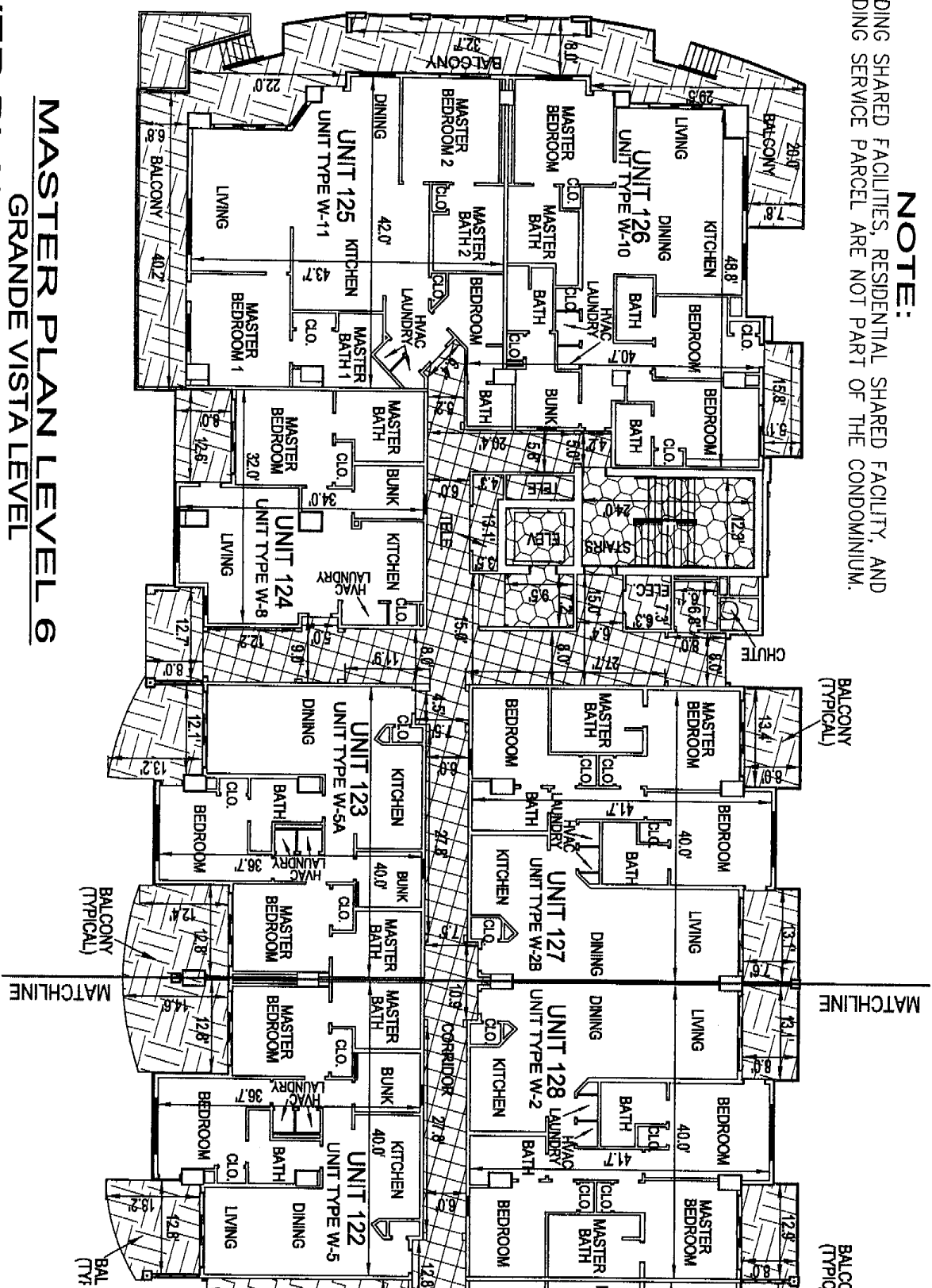
LEGEND:

-
- A graphic scale bar with markings at 0, 10, 20, and 40. To the right of the scale is a decorative flourish consisting of a stylized, symmetrical scroll or leaf-like shape.

(IN FEET)
1 inch = 20 ft.

NOTE:

BUILDING SHARED FACILITIES, RESIDENTIAL SHARED FACILITY, AND BUILDING SERVICE PARCEL ARE NOT PART OF THE CONDOMINIUM.



MASTER PLAN LEVEL 6

GRANDE VISTA LEVEL

TOWER PLAN LEVEL 1 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 63.01'

NOTE:

UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

EMERALD GRANDE WEST

SHEET 9 OF 60

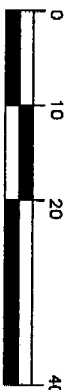
G:\PI\AT01\01-254 EMERALD GRANDE\05-08-07\EMERALD GRAND WEST-NEW.dwg 5/16/2007 10:02:24 AM Mike

EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

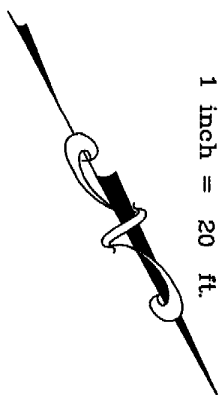
LEGEND:

- ELEV. = ELEVATOR
- = LIMITED COMMON ELEMENT
- = BUILDING SHARED FACILITIES
- = BUILDING SERVICE PARCEL
- = RESIDENTIAL SHARED FACILITY
- = COMMON ELEMENT

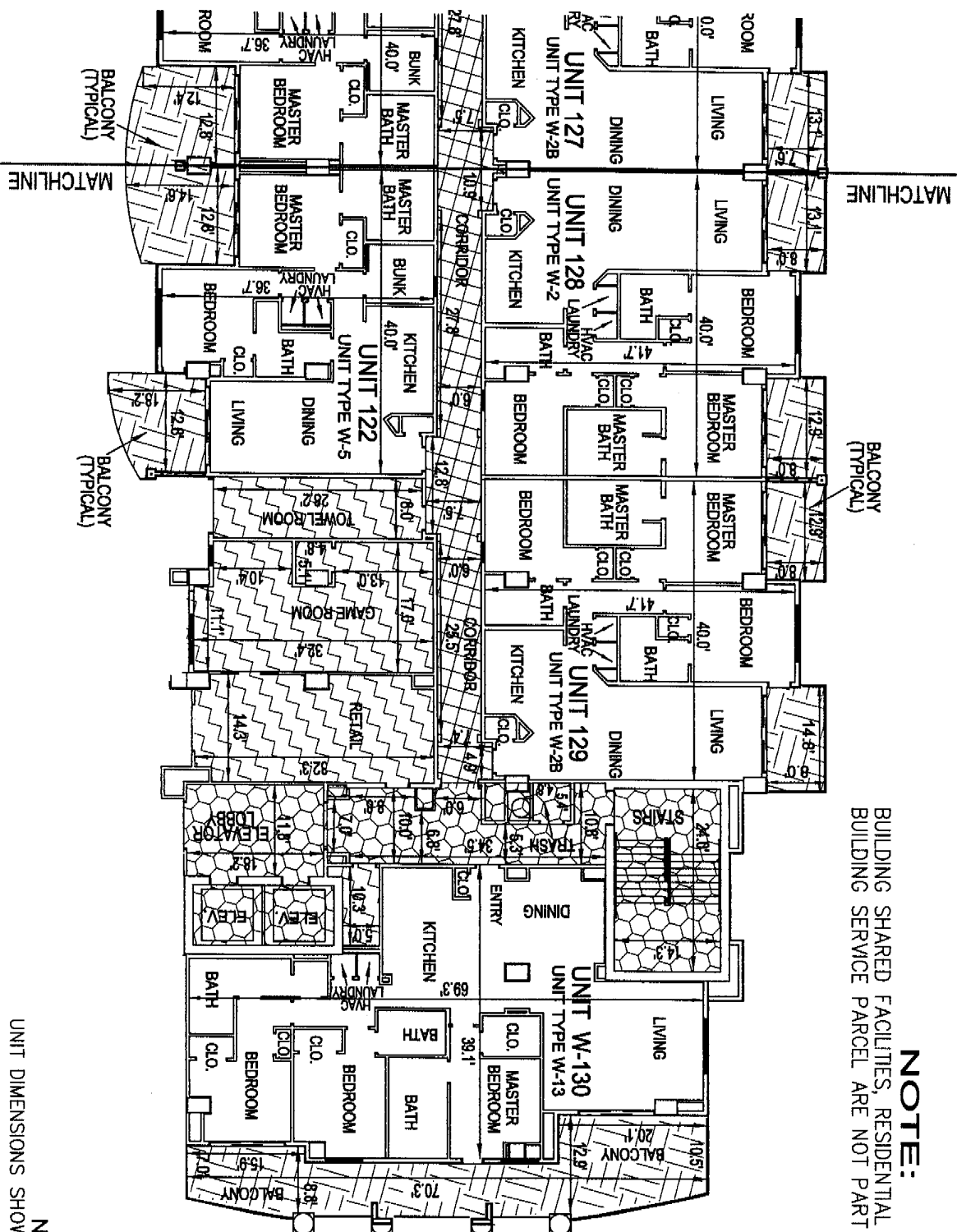
GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.



NOTE:
BUILDING SHARED FACILITIES, RESIDENTIAL SHARED FACILITY, AND
BUILDING SERVICE PARCEL ARE NOT PART OF THE CONDOMINIUM.



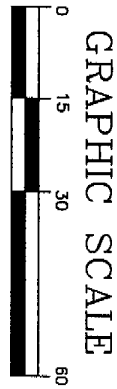
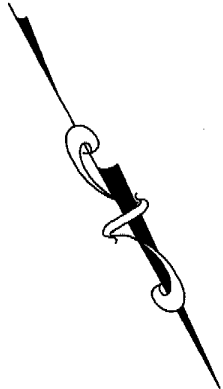
NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

MASTER PLAN LEVEL 6
GRANDE VISTA LEVEL
TOWER PLAN LEVEL 1 (WEST DETAIL)
FINISHED FLOOR ELEVATION = 63.01'

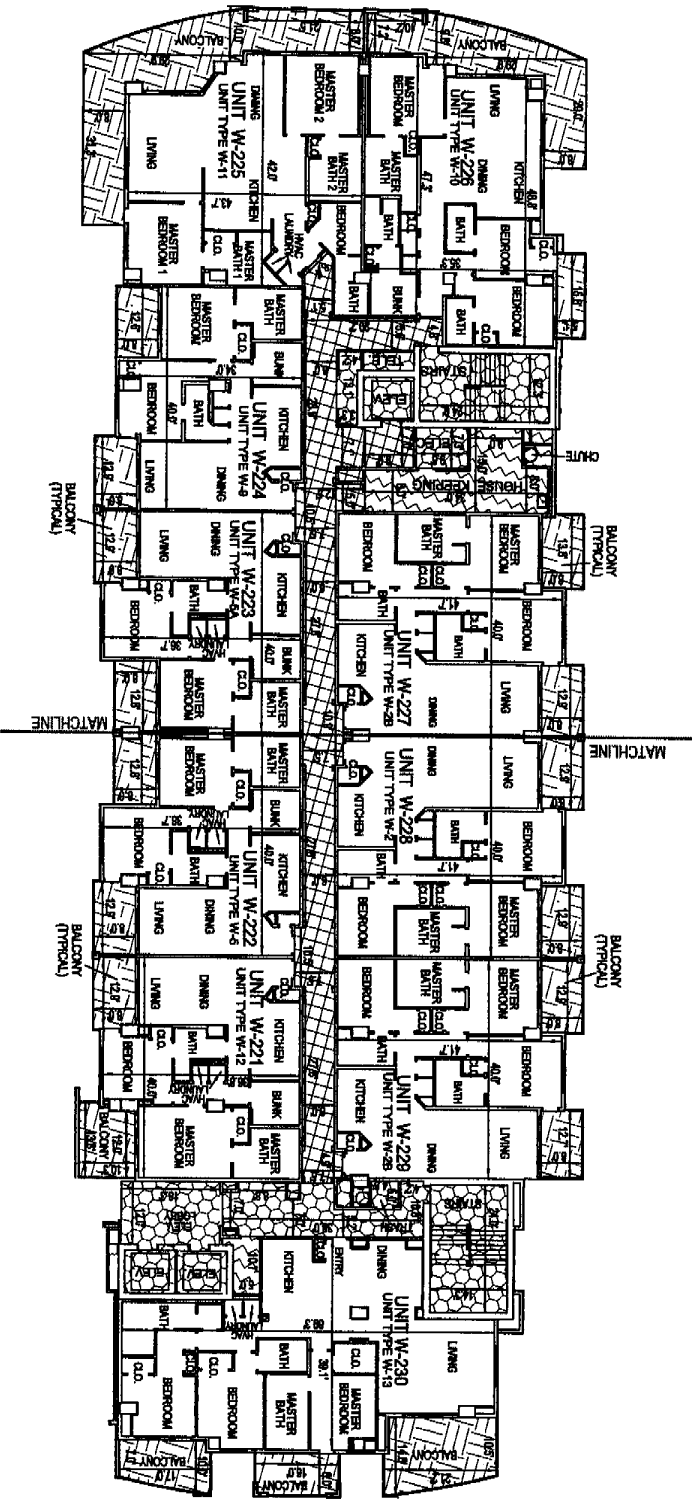
EMERALD COAST ASSOCIATES, INC.
4636 GULFSTAR DRIVE
PENSACOLA, FLORIDA 32541
PROJECT: 01-254
FILE: 6 / PLAT / EMERALD GRAND WEST CONDOMINIUM 01-254.CO.DWG

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EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.



NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±



NOTE:
BUILDING SHARED FACILITIES, RESIDENTIAL SHARED FACILITY, AND
BUILDING SERVICE PARCEL ARE NOT PART OF THE CONDOMINIUM.

LEGEND:

- ELEV. = ELEVATOR
- LIMITED COMMON ELEMENT
- BUILDING SHARED FACILITIES
- BUILDING SERVICE PARCEL
- RESIDENTIAL SHARED FACILITY
- COMMON ELEMENT

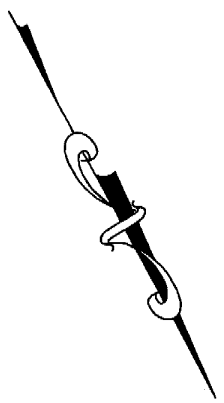
EMERALD COAST ASSOCIATES, INC.
4636 GULFSTAR DRIVE
DESTIN, FLORIDA 32541
FILE: G:\PLAT\EMERALD_GRANDE_WEST_CONDOMINIUM\01-254CO.DWG

MASTER PLAN LEVEL 7
TOWER PLAN LEVEL 2 (WEST DETAIL)

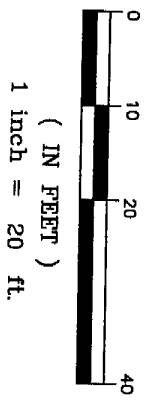
FINISHED FLOOR ELEVATION = 72.94'

EMERALD GRANDE WEST CONDOMINIUM
 IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
 OKALOOSA COUNTY, FLORIDA.

NOTE:
 BUILDING SHARED FACILITIES, RESIDENTIAL SHARED FACILITY, AND
 BUILDING SERVICE PARCEL ARE NOT PART OF THE CONDOMINIUM.



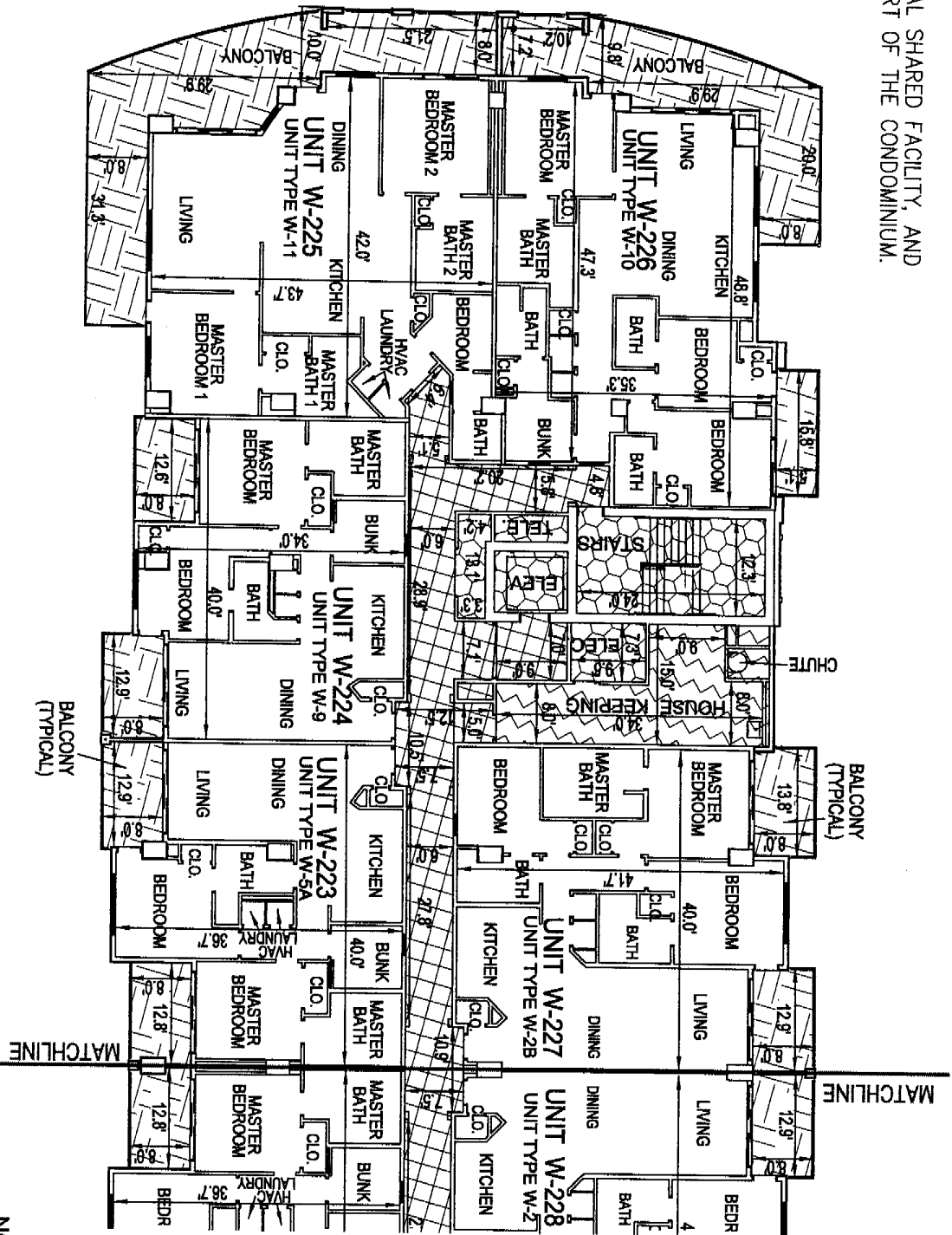
GRAPHIC SCALE



LEGEND:

- ELEV. = ELEVATOR
- LIMITED COMMON ELEMENT
- BUILDING SHARED FACILITIES
- BUILDING SERVICE PARCEL
- RESIDENTIAL SHARED FACILITY
- COMMON ELEMENT

EMERALD COAST ASSOCIATES, INC.
 4636 GULFSTAR DRIVE
 DESTIN, FLORIDA 32541
 PROJECT: 01-254
 FILE: G:\PLAT\EMERALD_GRANDE_WEST_CONDOMINIUM\01-254C0.DWG



NOTE:
 UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

MASTER PLAN LEVEL 2
 TOWER PLAN LEVEL 2 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 72.94'

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EMERALD COAST ASSOCIATES, INC.
4636 GULFSTAR DRIVE
DADE COUNTY, FLORIDA 33254
PROJECT: 01-254
FILE: 6:\PLAT\EMERALD GRAND WEST-CONDOMINIUM\01-254C0.DWG

LEGEND:

ELEV. = ELEVATOR

[Pattern] = LIMITED COMMON ELEMENT

[Pattern] = BUILDING SHARED FACILITIES

[Pattern] = BUILDING SERVICE PARCEL

[Pattern] = RESIDENTIAL SHARED FACILITY

[Pattern] = COMMON ELEMENT

GRAPHIC SCALE

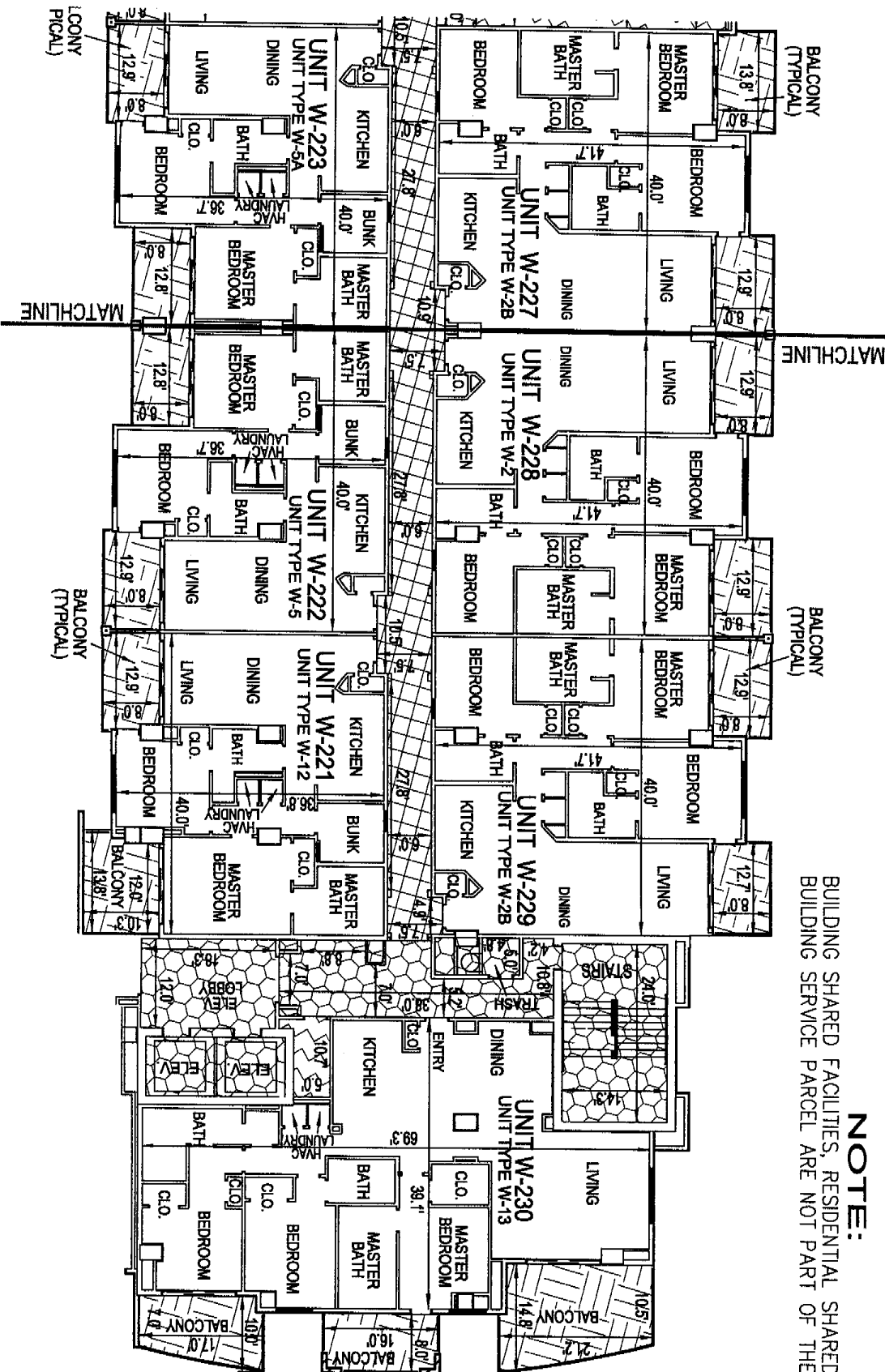
0 10 20 40

(IN FEET)

1 inch = 20 ft.

EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

NOTE:
BUILDING SHARED FACILITIES, RESIDENTIAL SHARED FACILITY, AND
BUILDING SERVICE PARCEL ARE NOT PART OF THE CONDOMINIUM.



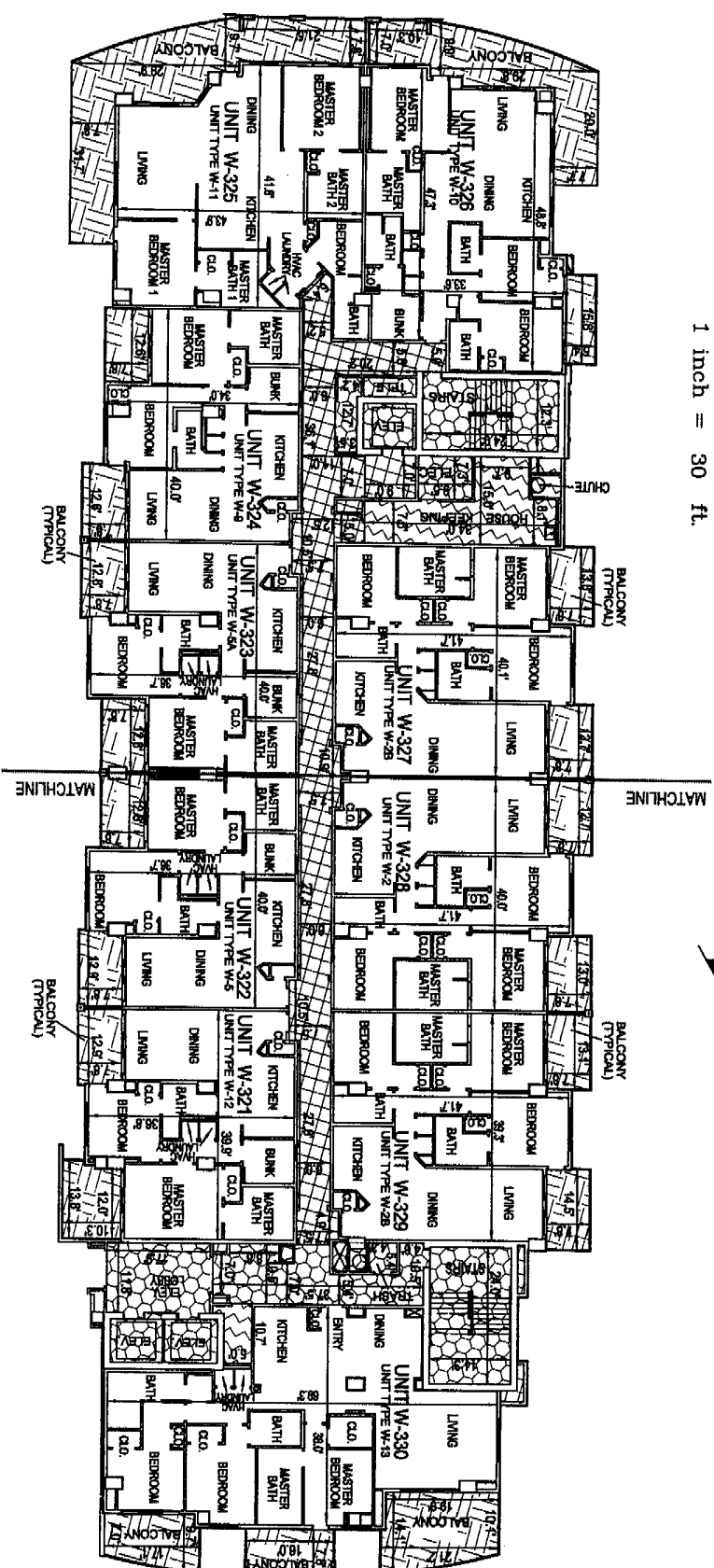
MASTER PLAN LEVEL 7
TOWER PLAN LEVEL 2 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 72.94'
NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10'

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.



LEGEND:

- | | | |
|---|--------------|--------------------------------------|
|  | ELEV. | = ELEVATOR |
|  | | = LIMITED COMMON ELEMENT |
|  | | = BUILDING SHARED FACILITIES |
|  | | = BUILDING SERVICE PARCEL |
|  | | = RESIDENTIAL SHARED FACILITY |
|  | | = COMMON ELEMENT |

EMERALD COAST ASSOCIATES, INC.

4636 GULFSTAR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:/PLAT/EMERALD

MASTER PLAN LEVEL 8
TOWER PLAN LEVEL 3

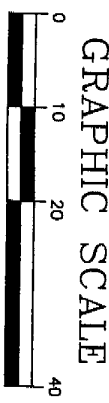
FINISHED FLOOR ELEVATION = 82.62'

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

NOTE:
BUILDING SHARED FACILITIES, RESIDENTIAL SHARED FACILITY, AND BUILDING SERVICE PARCEL ARE NOT PART OF THE CONDOMINIUM.

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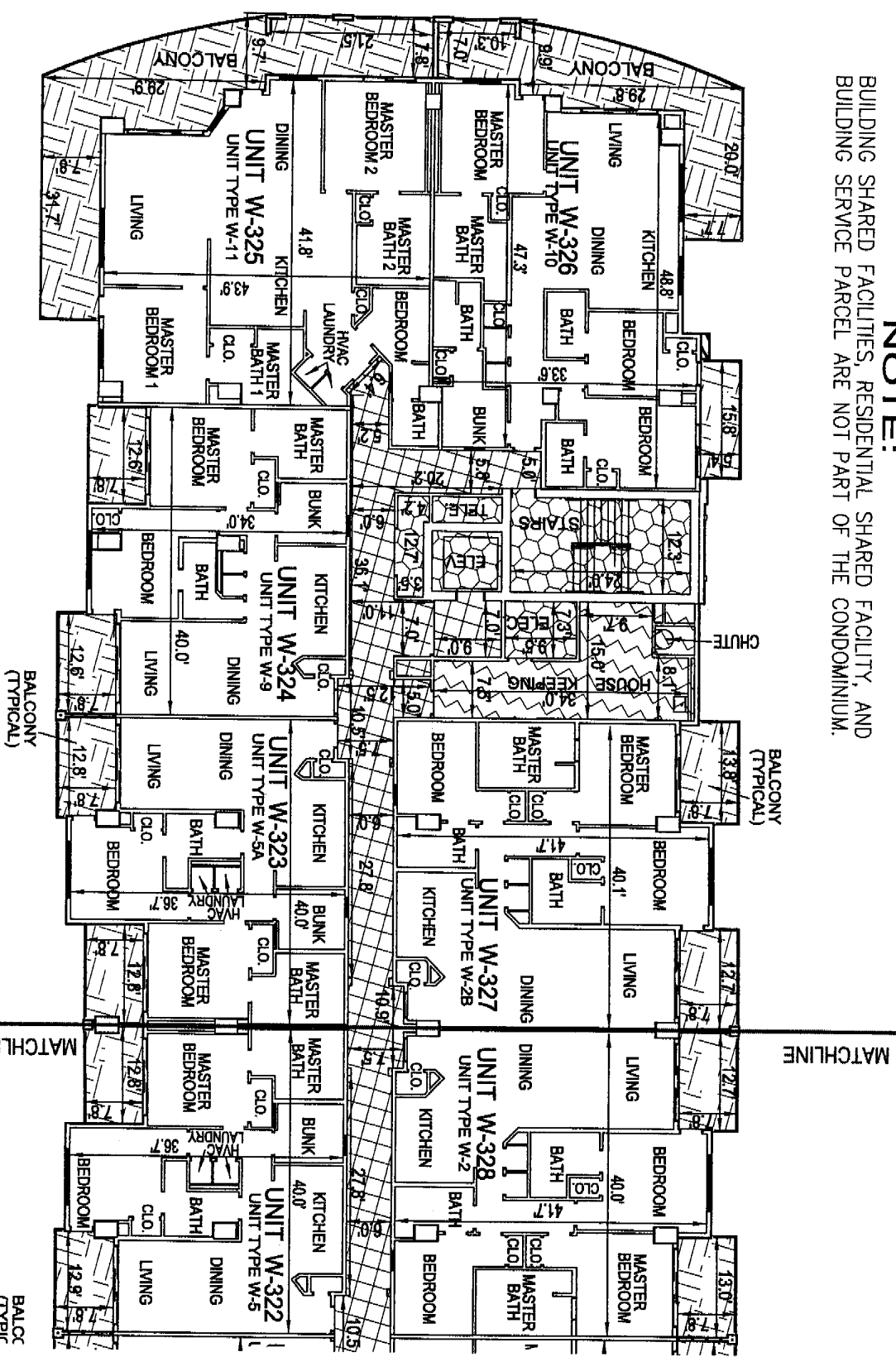
EMERALD COAST ASSOCIATES, INC.
4836 GULFSTAR DRIVE
DREHIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PLAT\EMERALD GRANDE\EMERALD GRAND WEST-NEW.dwg



- LEGEND:**
- ELEV. = ELEVATOR
 - LIMITED COMMON ELEMENT
 - BUILDING SHARED FACILITIES
 - BUILDING SERVICE PARCEL
 - RESIDENTIAL SHARED FACILITY
 - COMMON ELEMENT

NOTE:
BUILDING SHARED FACILITIES, RESIDENTIAL SHARED FACILITY, AND
BUILDING SERVICE PARCEL ARE NOT PART OF THE CONDOMINIUM.

EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA



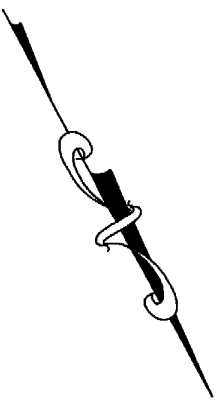
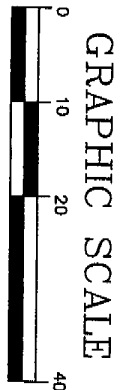
MASTER PLAN LEVEL 8
TOWER PLAN LEVEL 3 (WEST DETAIL)
FINISHED FLOOR ELEVATION = 82.62'

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

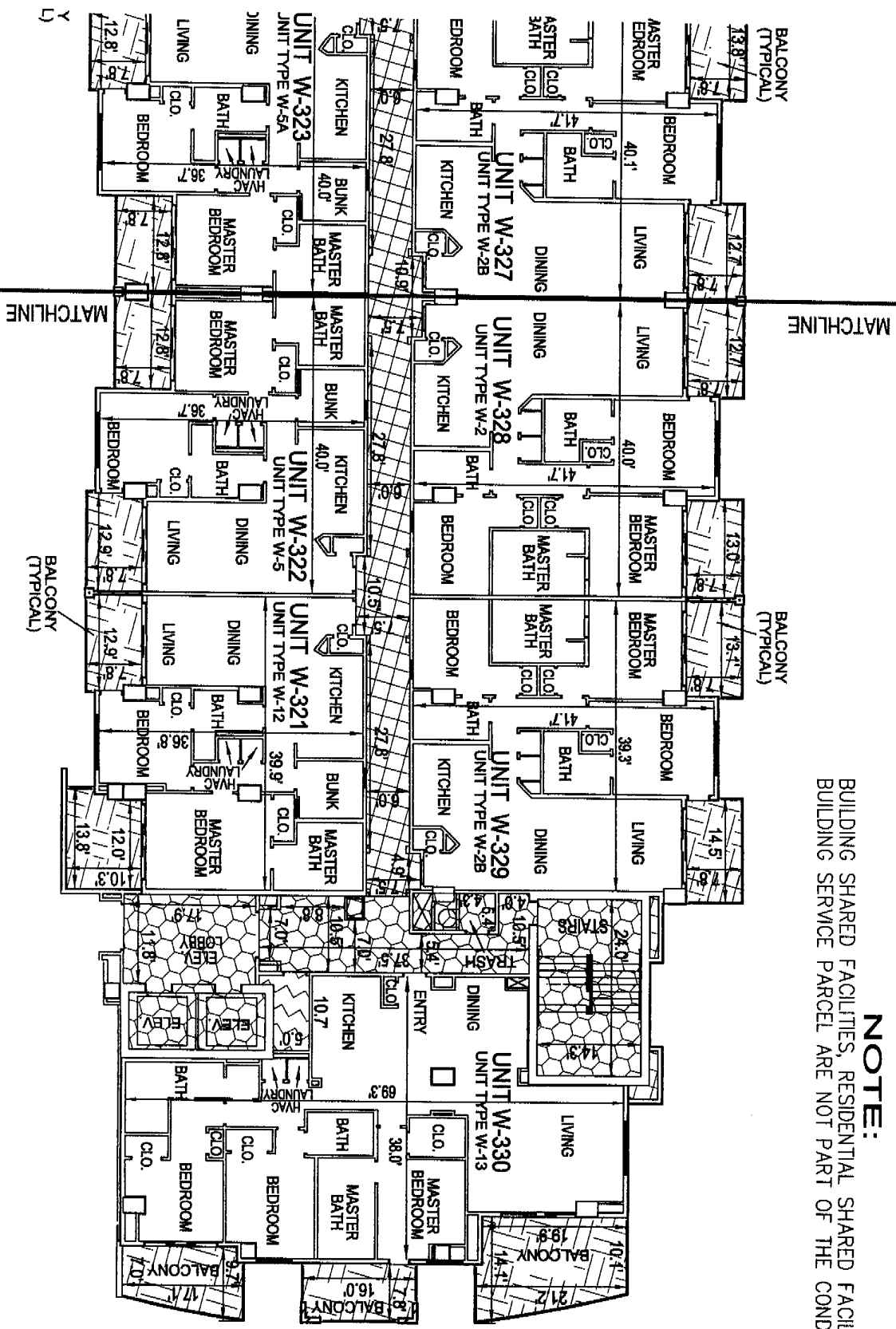
EMERALD GRANDE WEST
SHEET 15 OF 60

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EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.



- LEGEND:**
- ELEV. = ELEVATOR
 - [Hatched pattern] = LIMITED COMMON ELEMENT
 - [Stippled pattern] = BUILDING SHARED FACILITIES
 - [Cross-hatched pattern] = BUILDING SERVICE PARCEL
 - [Dotted pattern] = RESIDENTIAL SHARED FACILITY
 - [Diagonal lines] = COMMON ELEMENT



MASTER PLAN LEVEL 8
TOWER PLAN LEVEL 3 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 82.62'

NOTE: UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10'
EMERALD GRANDE WEST
SHEET 16 OF 60

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EMERALD COAST ASSOCIATES, INC.
4836 GULFSTAR DRIVE
PENSACOLA, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PLAT\EMERALD_GRANDE_WEST_CONDOMINIUM\01-254CO.DWG

LEGEND:

ELEV. = ELEVATOR

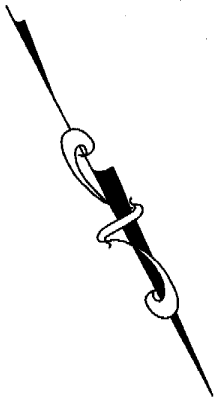
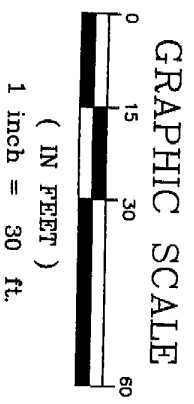
[Pattern] = LIMITED COMMON ELEMENT

[Pattern] = BUILDING SHARED FACILITIES

[Pattern] = BUILDING SERVICE PARCEL

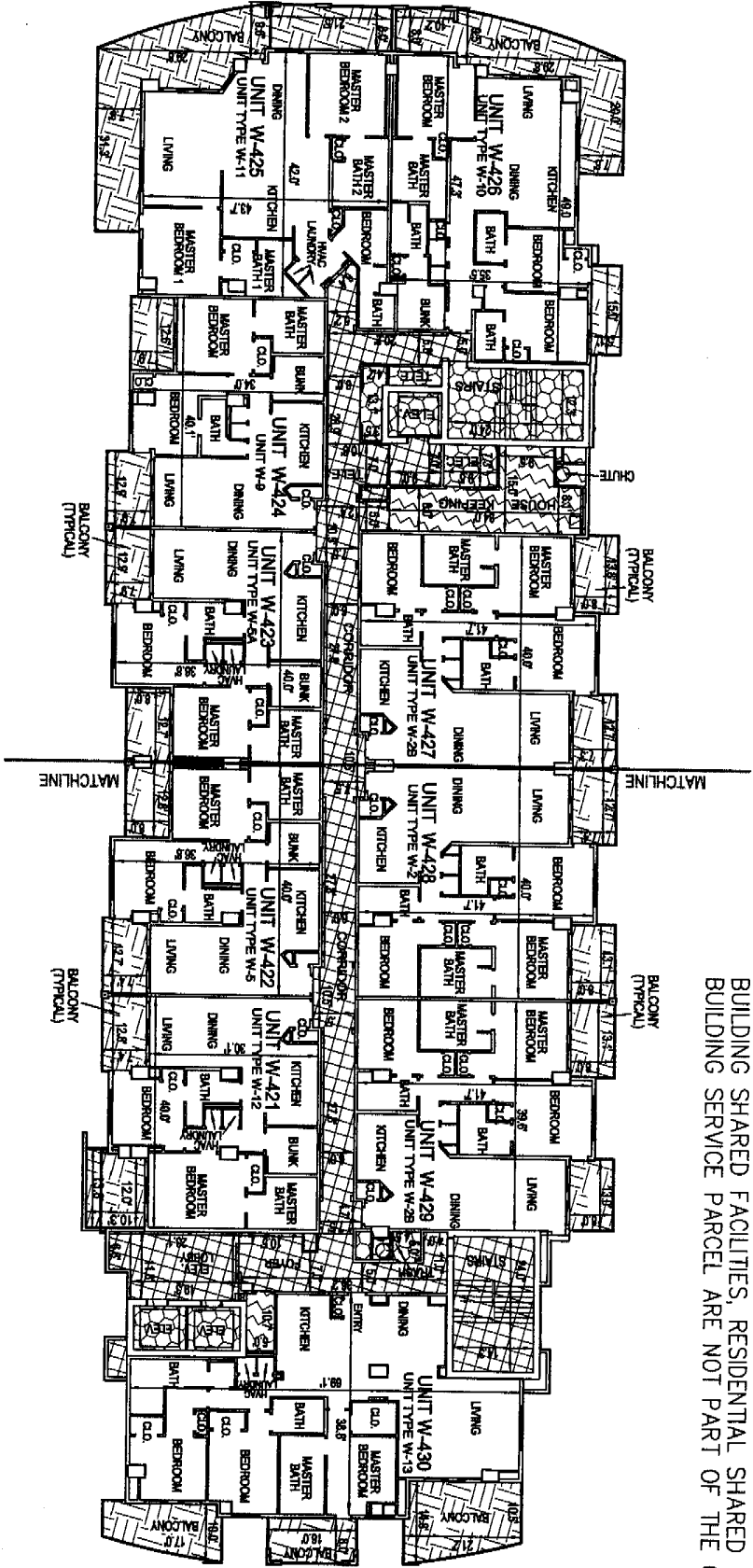
[Pattern] = RESIDENTIAL SHARED FACILITY

[Pattern] = COMMON ELEMENT



EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

NOTE:
BUILDING SHARED FACILITIES, RESIDENTIAL SHARED FACILITY, AND
BUILDING SERVICE PARCEL ARE NOT PART OF THE CONDOMINIUM.



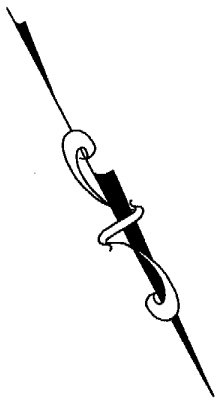
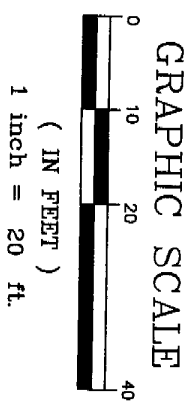
MASTER PLAN LEVEL 9
TOWER PLAN LEVEL 4 (WEST DETAIL)
FINISHED FLOOR ELEVATION = 92.26'

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

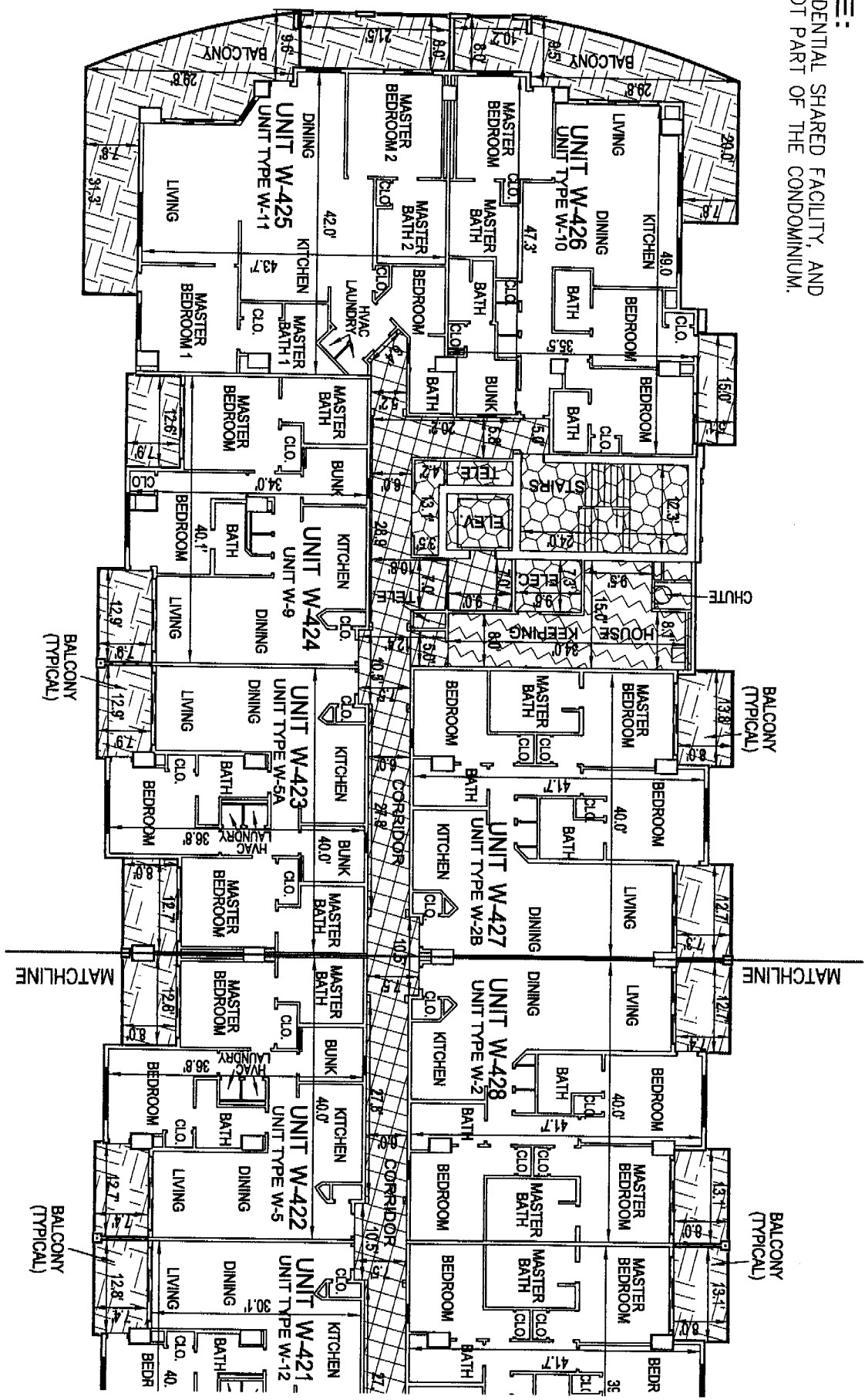
G:\PLAT\01\01-254 EMERALD GRANDE\05-08-07\EMERALD GRAND WEST-NEW.dwg 5/16/2007 10:02:41 AM Mike

EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

NOTE:
BUILDING SHARED FACILITIES, RESIDENTIAL SHARED FACILITY, AND
BUILDING SERVICE PARCEL ARE NOT PART OF THE CONDOMINIUM.



- LEGEND:**
- ELEV. = ELEVATOR
 - LIMITED COMMON ELEMENT
 - BUILDING SHARED FACILITIES
 - BUILDING SERVICE PARCEL
 - RESIDENTIAL SHARED FACILITY
 - COMMON ELEMENT



EMERALD COAST ASSOCIATES, INC.
4635 GULFSTAR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 05-08-07
FILE: G:\PLAT\EMERALD GRANDE WEST CONDOMINIUM\01-254\COO.DWG

MASTER PLAN LEVEL 9
TOWER PLAN LEVEL 4 (WEST DETAIL)
FINISHED FLOOR ELEVATION = 92.26'

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

G:\PLAT\01\01-254 EMERALD GRANDE\05-08-07\EMERALD GRAND WEST-NEW.dwg 5/16/2007 10:02:43 AM Mike

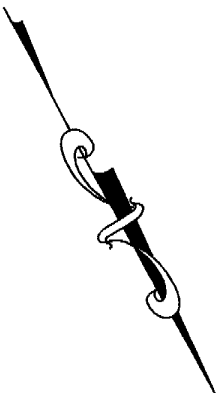
EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

NOTE:

BUILDING SHARED FACILITIES, RESIDENTIAL SHARED FACILITY, AND BUILDING SERVICE PARCEL ARE NOT PART OF THE CONDOMINIUM.



(IN FEET)
1 inch = 20 ft.



LEGEND:

ELEV. = ELEVATOR

= LIMITED COMMON ELEMENT

 = BUILDING SHARED FACILITIES

BT = BUILDING SERVICE PARCEL

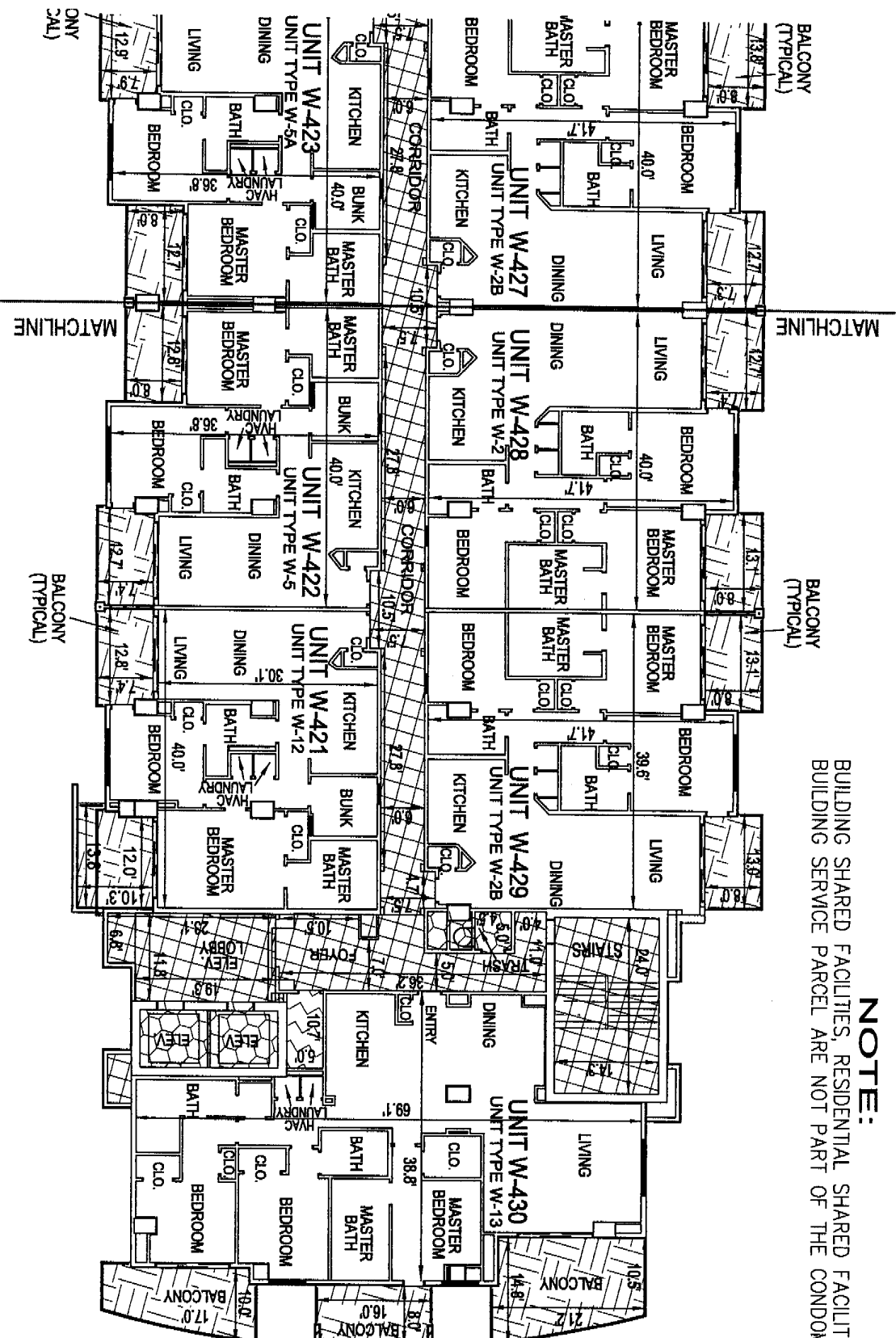
= RESIDENTIAL SHARED FACILITY

 = COMMON ELEMENT

EMERALD COAST ASSOCIATES, INC.

4636 GULFSTARR DRIVE
DESTN. FLORIDA 32541
PROJECT: 01-254
FILE: G:/PLAT/EMERALD.

FILE: G:/PLAT/EMERALD_GRANDE_WEST_CONDOMINIUM\01-254CO.DWG



NOTE:

UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

MASTER PLAN LEVEL 9

TOWER PLAN LEVEL 4 (WEST DETAIL)

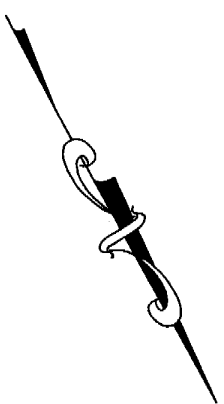
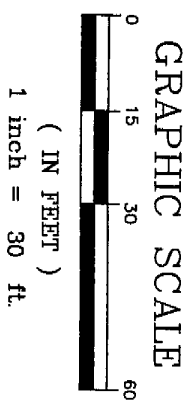
FINISHED FLOOR ELEVATION = 92.26'

G:\PLAT\01\01-254 EMERALD GRANDE\05-08-07\EMERALD GRAND WEST-NEW.dwg 5/16/2007 10:02:45 AM Mike

EMERALD COAST ASSOCIATES, INC.
4536 GULFSTAR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PLAT\EMERALD GRAND WEST CONDOMINIUM\01-254CO.DWG

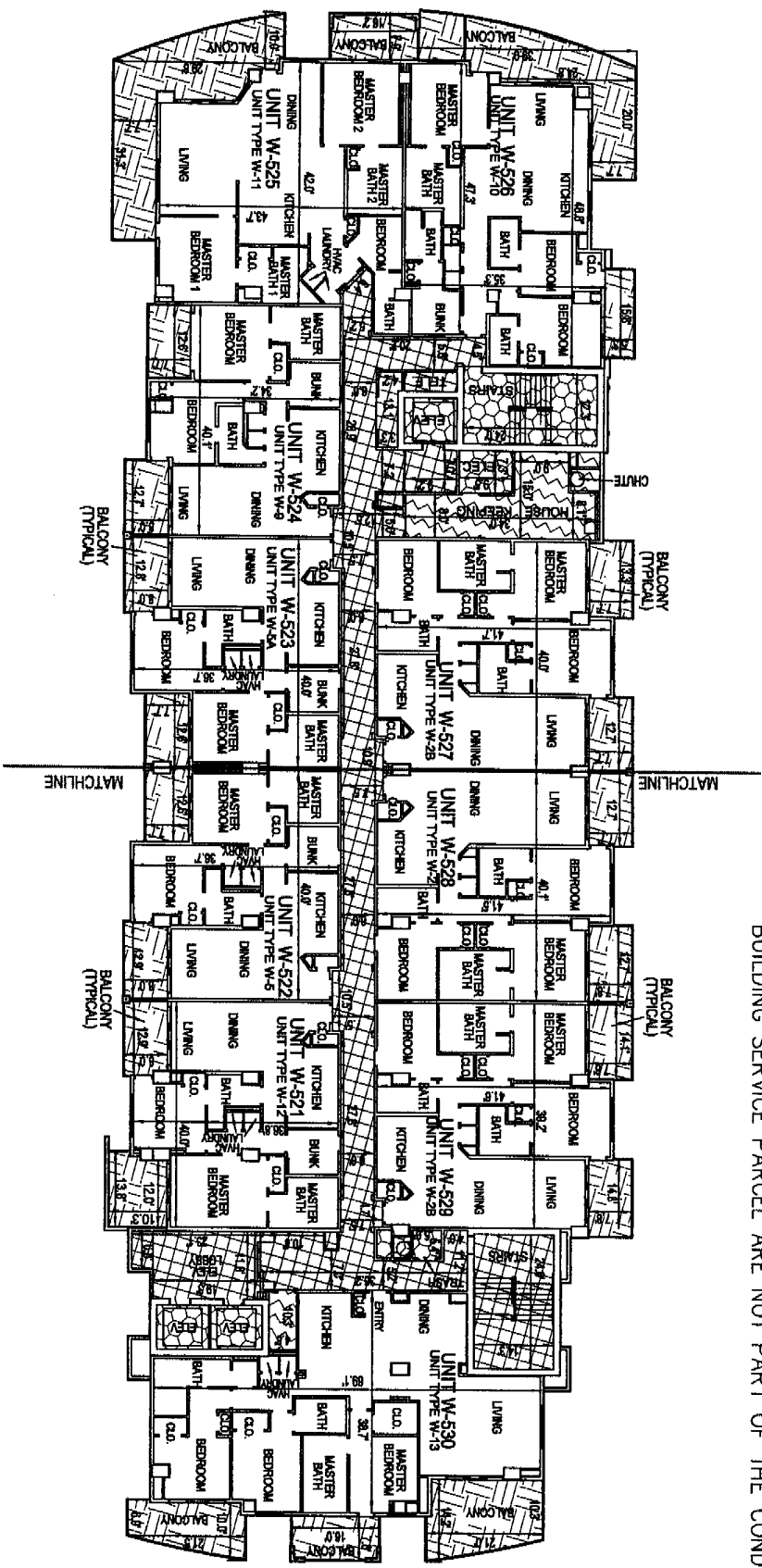
LEGEND:

	ELEV.	= ELEVATOR
		= LIMITED COMMON ELEMENT
		= BUILDING SHARED FACILITIES
		= BUILDING SERVICE PARCEL
		= RESIDENTIAL SHARED FACILITY
		= COMMON ELEMENT



EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

NOTE:
BUILDING SHARED FACILITIES, RESIDENTIAL SHARED FACILITY, AND
BUILDING SERVICE PARCEL ARE NOT PART OF THE CONDOMINIUM.



MASTER PLAN LEVEL 10
TOWER PLAN LEVEL 5 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 101.93'

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

G:\PI\AT\01\01-254 EMEBAL D.GRANDE\05-08-07\EMERALD GRAND WEST-NEW.dwg 5/16/2007 10:02:48 AM Mike

EMERALD COAST ASSOCIATES, INC.
 4636 GULFSTAR DRIVE
 MIAMI, FLORIDA 33241
 PROJECT: 01-254
 FILE: G:\PI\AT\EMERALD GRAND WEST CONDOMINIUM\01-254CO.DWG

LEGEND:

ELEV. = ELEVATOR

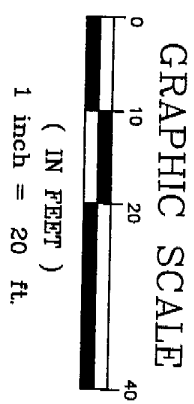
= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

= BUILDING SERVICE PARCEL

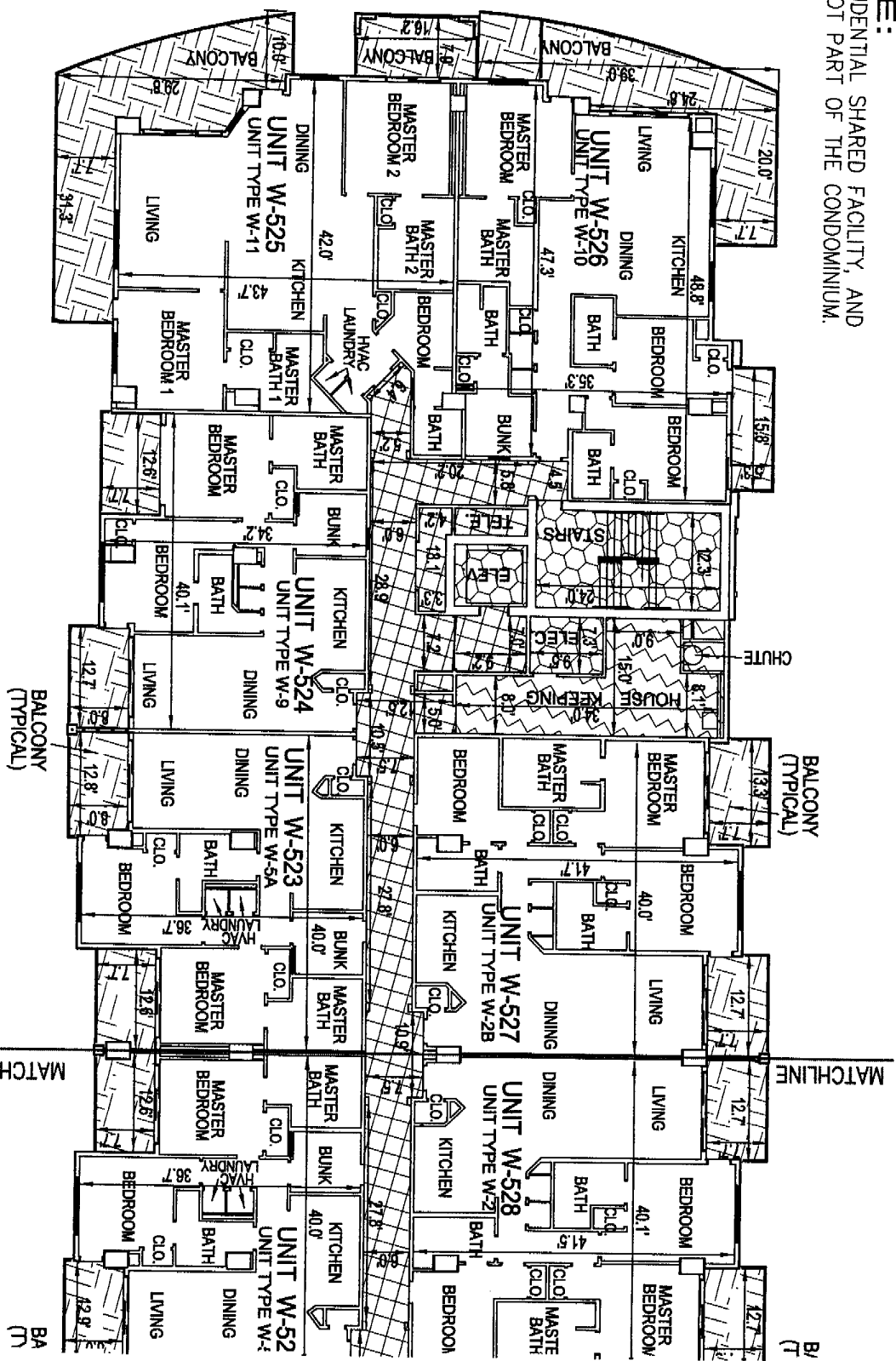
= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT



NOTE:
 BUILDING SHARED FACILITIES, RESIDENTIAL SHARED FACILITY, AND
 BUILDING SERVICE PARCEL ARE NOT PART OF THE CONDOMINIUM.

EMERALD GRANDE WEST CONDOMINIUM
 IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
 OKALOOSA COUNTY, FLORIDA.



MASTER PLAN LEVEL 10
 TOWER PLAN LEVEL 5 (WEST DETAIL)
 FINISHED FLOOR ELEVATION = 101.93'

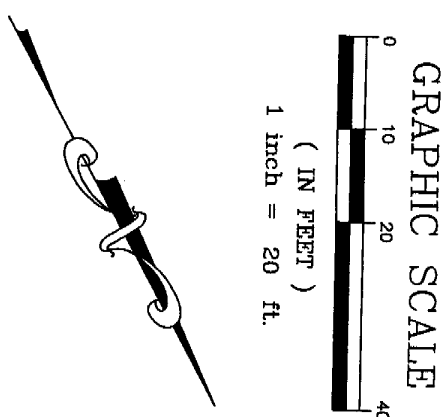
NOTE:
 UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

\\PIAT01\01-254 EMERALD GRANDE\05-08-07\EMERALD GRAND WEST-NEW.dwg 5/16/2007 10:02:50 AM Mike

EMERALD COAST ASSOCIATES, INC.
4836 GULFSTAR DRIVE
DESIGN, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PIAT\EMERALD GRAND WEST CONDOMINIUM\01-254.CO.DWG

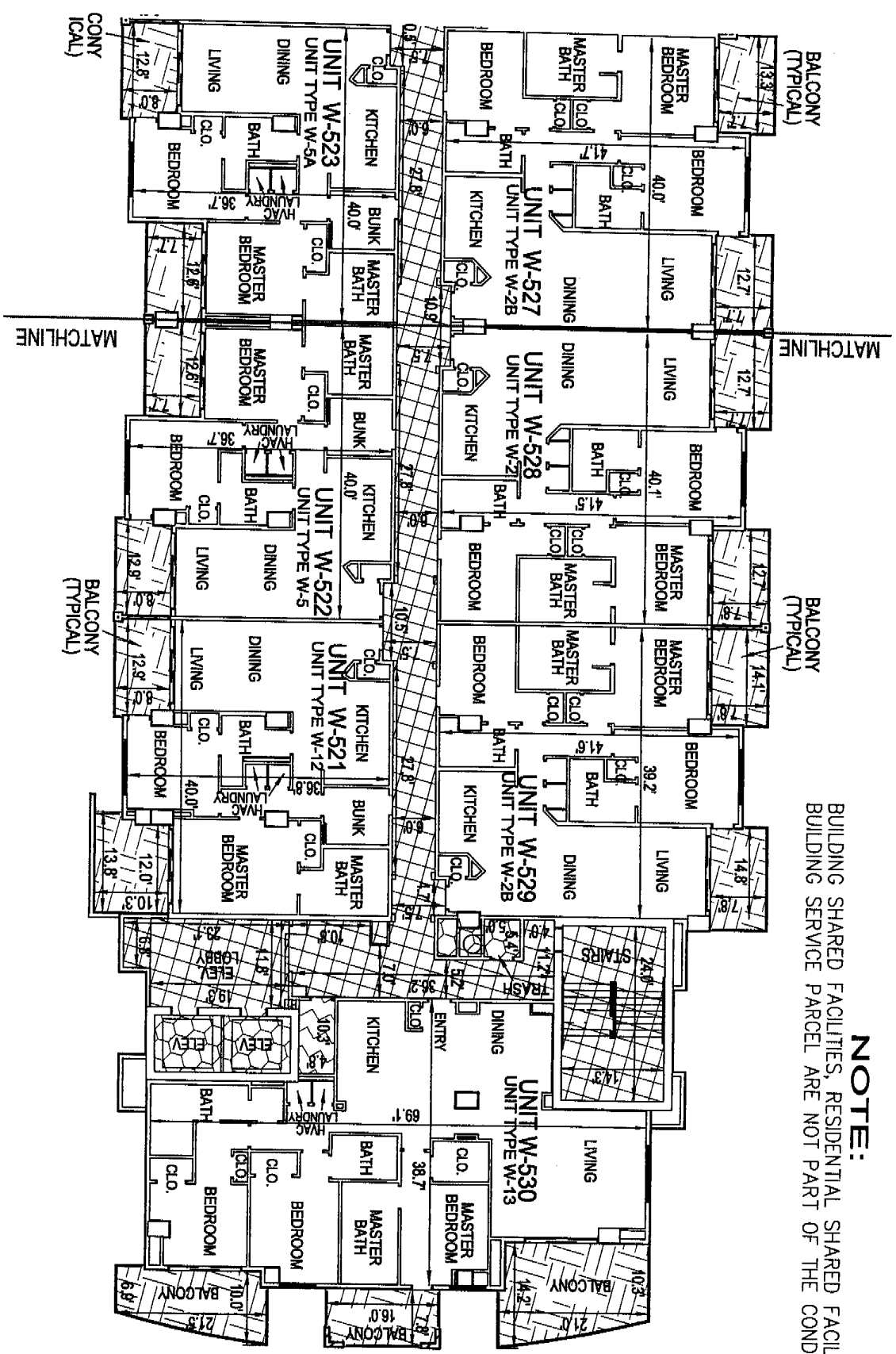
LEGEND:

- ELEV. = ELEVATOR
- LIMITED COMMON ELEMENT
- BUILDING SHARED FACILITIES
- BUILDING SERVICE PARCEL
- RESIDENTIAL SHARED FACILITY
- COMMON ELEMENT



EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

NOTE:
BUILDING SHARED FACILITIES, RESIDENTIAL SHARED FACILITY, AND
BUILDING SERVICE PARCEL ARE NOT PART OF THE CONDOMINIUM.



MASTER PLAN LEVEL 10
TOWER PLAN LEVEL 5 (WEST DETAIL)
FINISHED FLOOR ELEVATION = 101.93'

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

G:\PLAT\01\01-254 EMERALD GRANDE\05-08-07\EMERALD GRAND WEST-NEW.dwg 5/16/2007 10:02:52 AM Mike

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTAR DRIVE
PESHTO, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PLAT\EMERALD GRANDE WEST CONDOMINIUM\01-254.CO.DWG

LEGEND:

ELEV. = ELEVATOR

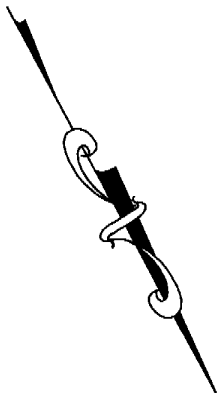
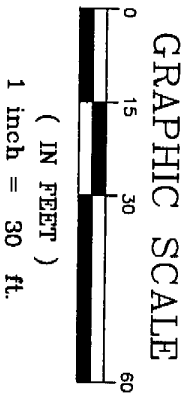
[Pattern] = LIMITED COMMON ELEMENT

[Pattern] = BUILDING SHARED FACILITIES

[Pattern] = BUILDING SERVICE PARCEL

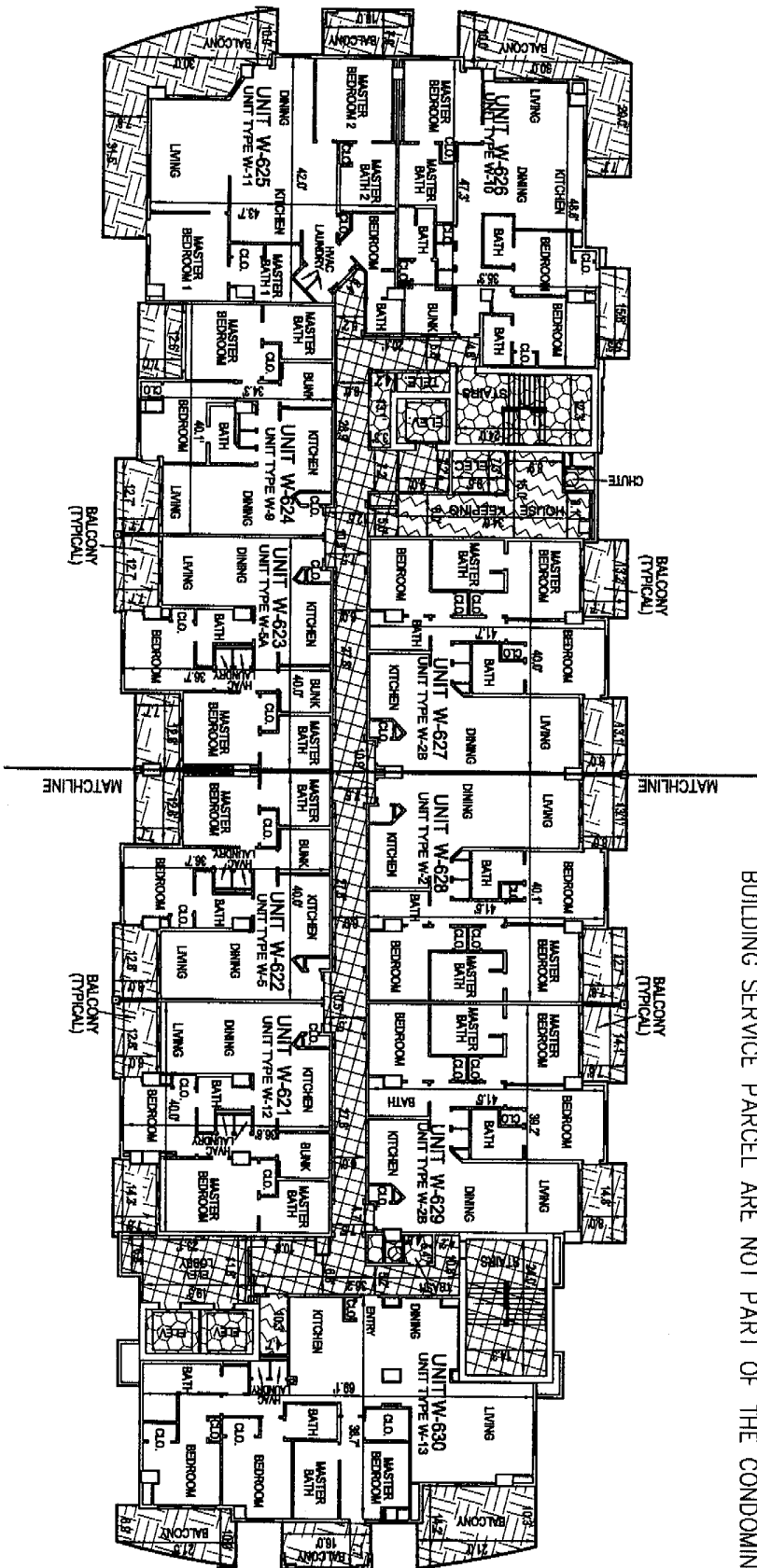
[Pattern] = RESIDENTIAL SHARED FACILITY

[Pattern] = COMMON ELEMENT



EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA

NOTE:
BUILDING SHARED FACILITIES, RESIDENTIAL SHARED FACILITY, AND
BUILDING SERVICE PARCEL ARE NOT PART OF THE CONDOMINIUM.



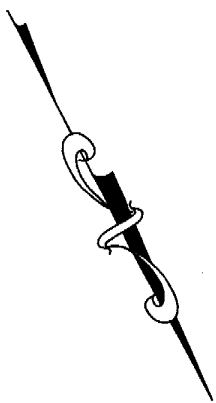
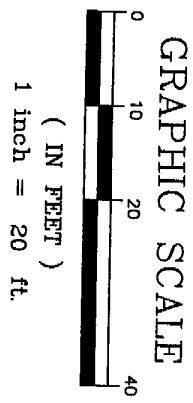
NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

MASTER PLAN LEVEL 11
TOWER PLAN LEVEL 6 (WEST DETAIL)
FINISHED FLOOR ELEVATION = 111.62'

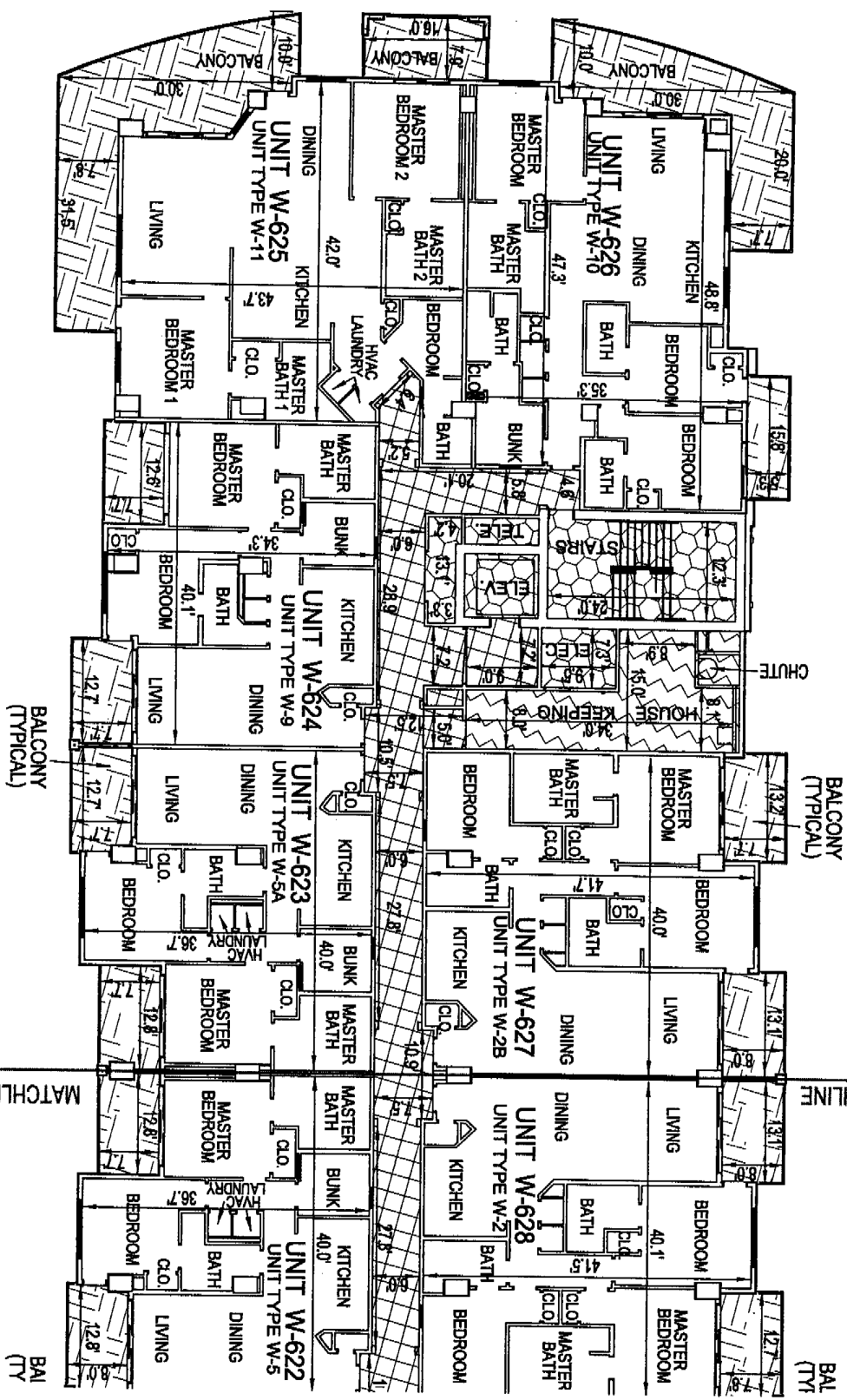
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EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

NOTE:
BUILDING SHARED FACILITIES, RESIDENTIAL SHARED FACILITY, AND
BUILDING SERVICE PARCEL ARE NOT PART OF THE CONDOMINIUM.



- LEGEND:**
- ELEV. = ELEVATOR
 - LIMITED COMMON ELEMENT
 - BUILDING SHARED FACILITIES
 - BUILDING SERVICE PARCEL
 - RESIDENTIAL SHARED FACILITY
 - COMMON ELEMENT



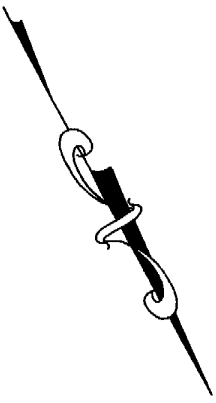
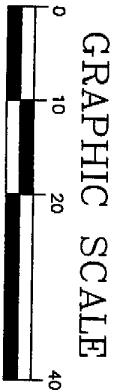
MASTER PLAN LEVEL 11
TOWER PLAN LEVEL 6 (WEST DETAIL)
FINISHED FLOOR ELEVATION = 111.62'

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

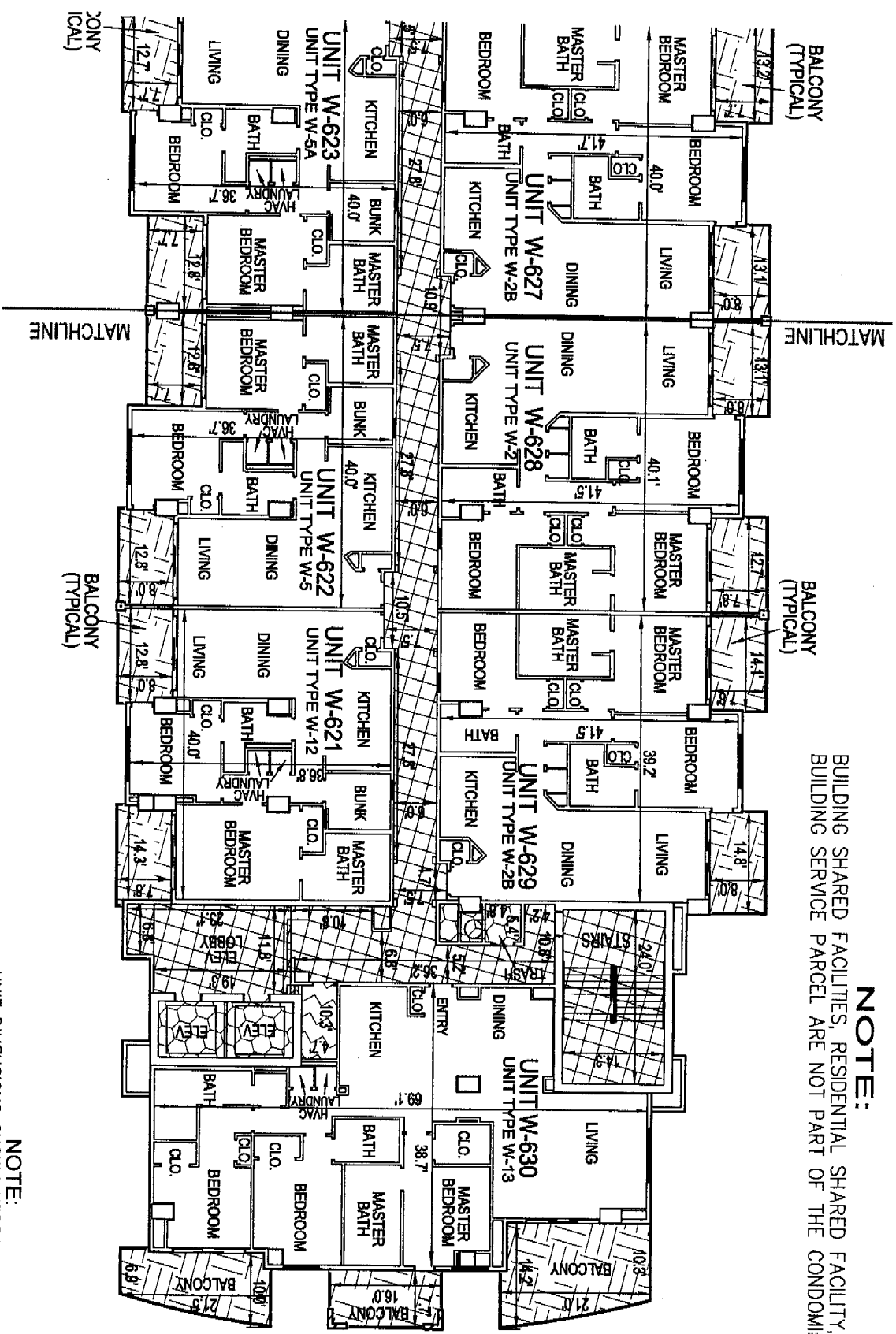
G:\PLAT\01\01-254 EMERALD GRANDE\05-08-07\EMERALD_GRAND_WEST-NEW.dwg, 5/16/2007 10:02:57 AM, Mike

EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

NOTE:
BUILDING SHARED FACILITIES, RESIDENTIAL SHARED FACILITY, AND
BUILDING SERVICE PARCEL ARE NOT PART OF THE CONDOMINIUM.



- LEGEND:**
- ELEV. = ELEVATOR
 - LIMITED COMMON ELEMENT
 - BUILDING SHARED FACILITIES
 - BUILDING SERVICE PARCEL
 - RESIDENTIAL SHARED FACILITY
 - COMMON ELEMENT



NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

MASTER PLAN LEVEL 11
TOWER PLAN LEVEL 6 (WEST DETAIL)
FINISHED FLOOR ELEVATION = 111.62'

EMERALD COAST ASSOCIATES, INC.
4638 GULFSTAR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PLAT\EMERALD_GRAND_WEST_CONDOMINIUM\01-254CO.DWG

G:\PLAT\01\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRAND_WEST-NEW.dwg 5/16/2007 10:03:00 AM Mike



EMERALD COAST ASSOCIATES, INC.
4636 GULFSTAR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PLAT\EMERALD_GRANDE_CONDOMINIUM\01-254\COO.DWG

LEGEND:

ELEV. = ELEVATOR

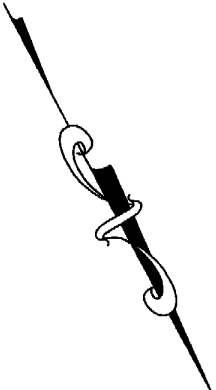
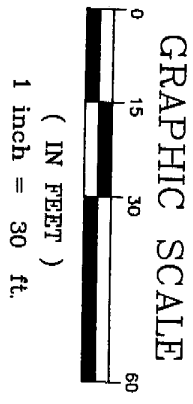
[Pattern] = LIMITED COMMON ELEMENT

[Pattern] = BUILDING SHARED FACILITIES

[Pattern] = BUILDING SERVICE PARCEL

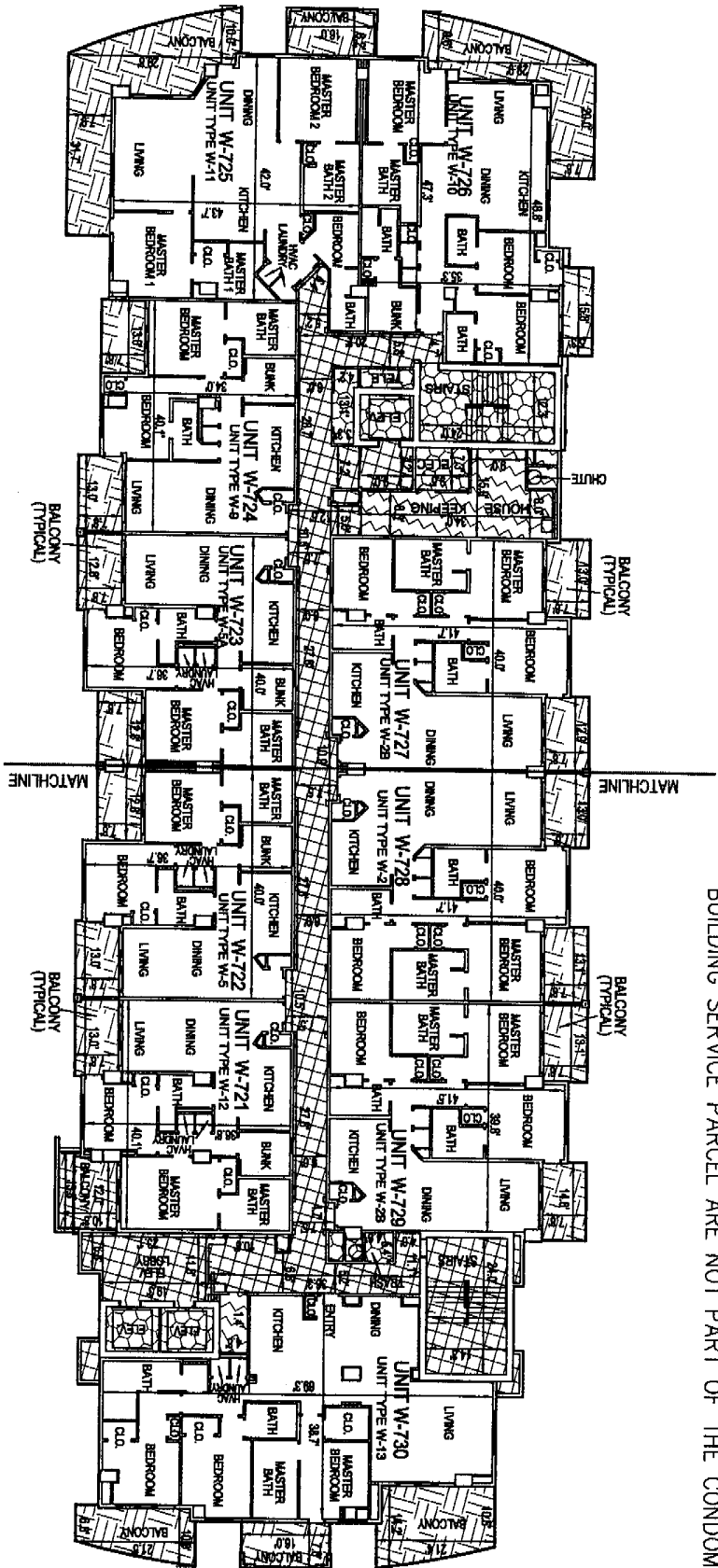
[Pattern] = RESIDENTIAL SHARED FACILITY

[Pattern] = COMMON ELEMENT



EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA

NOTE:
BUILDING SHARED FACILITIES, RESIDENTIAL SHARED FACILITY, AND
BUILDING SERVICE PARCEL ARE NOT PART OF THE CONDOMINIUM.



MASTER PLAN LEVEL 12
TOWER PLAN LEVEL 7 (WEST DETAIL)
FINISHED FLOOR ELEVATION = 121.22'

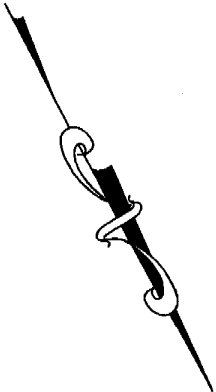
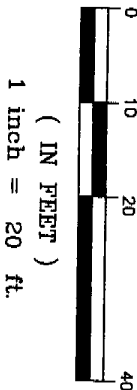
NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

G:\PLAT\01\01-254 EMERALD GRANDE\05-08-07\EMERALD GRAND WEST-NEW.dwg 5/16/2007 10:03:02 AM Mike

EMERALD GRANDE WEST CONDOMINIUM
 IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
 OKALOOSA COUNTY, FLORIDA.

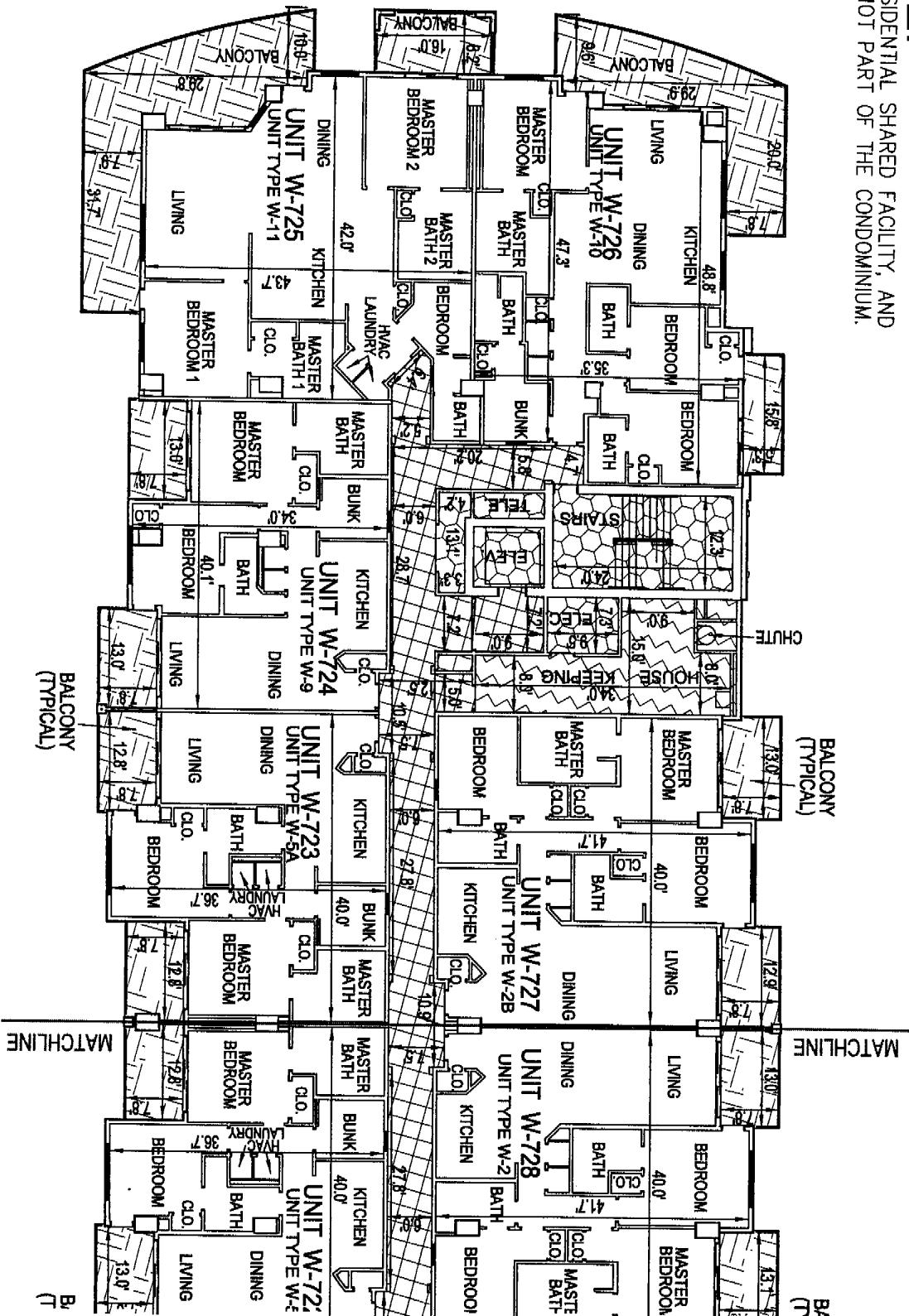
NOTE:
 BUILDING SHARED FACILITIES, RESIDENTIAL SHARED FACILITY, AND
 BUILDING SERVICE PARCEL ARE NOT PART OF THE CONDOMINIUM.

GRAPHIC SCALE



LEGEND:

- ELEV. = ELEVATOR
- = LIMITED COMMON ELEMENT
- = BUILDING SHARED FACILITIES
- = BUILDING SERVICE PARCEL
- = RESIDENTIAL SHARED FACILITY
- = COMMON ELEMENT



MASTER PLAN LEVEL 12

TOWER PLAN LEVEL 7 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 121.22'

NOTE:
 UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

G:\PLAT\01\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRAND_WEST-NEW.dwg 5/16/2007 10:03:04 AM Mike



EMERALD COAST ASSOCIATES, INC.
4636 GULFSTAR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PLAT\EMERALD_GRANDE_WEST_CONDOMINIUM\01-25400.DWG

LEGEND:

ELEV. = ELEVATOR

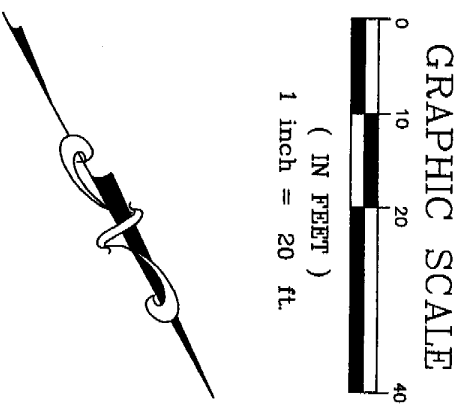
[Pattern] = LIMITED COMMON ELEMENT

[Pattern] = BUILDING SHARED FACILITIES

[Pattern] = BUILDING SERVICE PARCEL

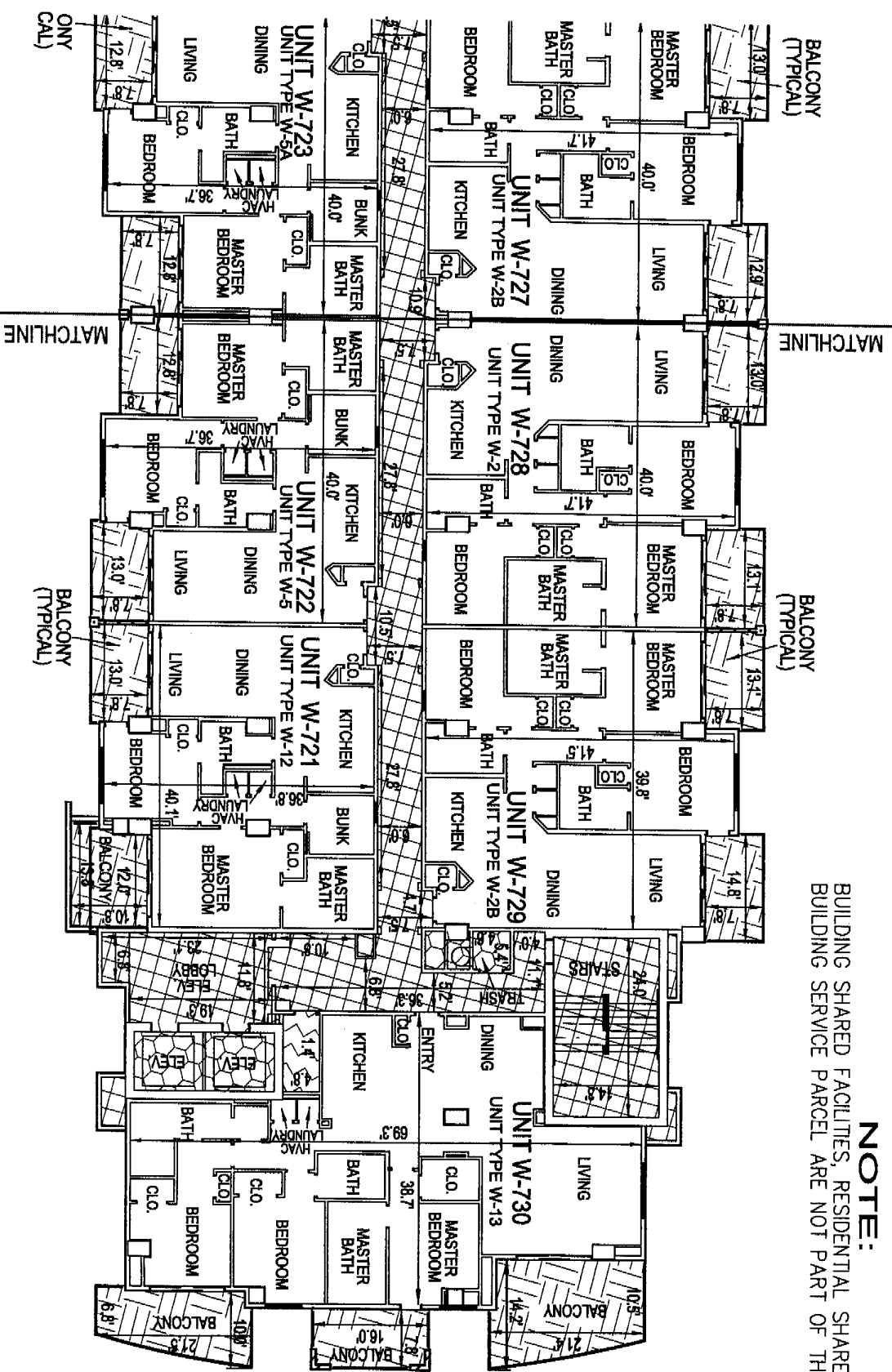
[Pattern] = RESIDENTIAL SHARED FACILITY

[Pattern] = COMMON ELEMENT



EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA

NOTE:
BUILDING SHARED FACILITIES, RESIDENTIAL SHARED FACILITY, AND
BUILDING SERVICE PARCEL ARE NOT PART OF THE CONDOMINIUM.



MASTER PLAN LEVEL 12
TOWER PLAN LEVEL 7 (WEST DETAIL)

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.104

G:\PLAT\01\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRAND_WEST-NEW.dwg 5/16/2007 10:03:06 AM Mike

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTAR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PLAT\EMERALD_GRANDE_WEST_CONDOMINIUM\01-254CO.DWG

LEGEND:

ELEV. = ELEVATOR

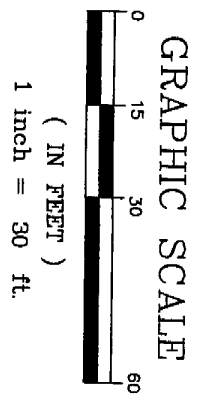
[Pattern] = LIMITED COMMON ELEMENT

[Pattern] = BUILDING SHARED FACILITIES

[Pattern] = BUILDING SERVICE PARCEL

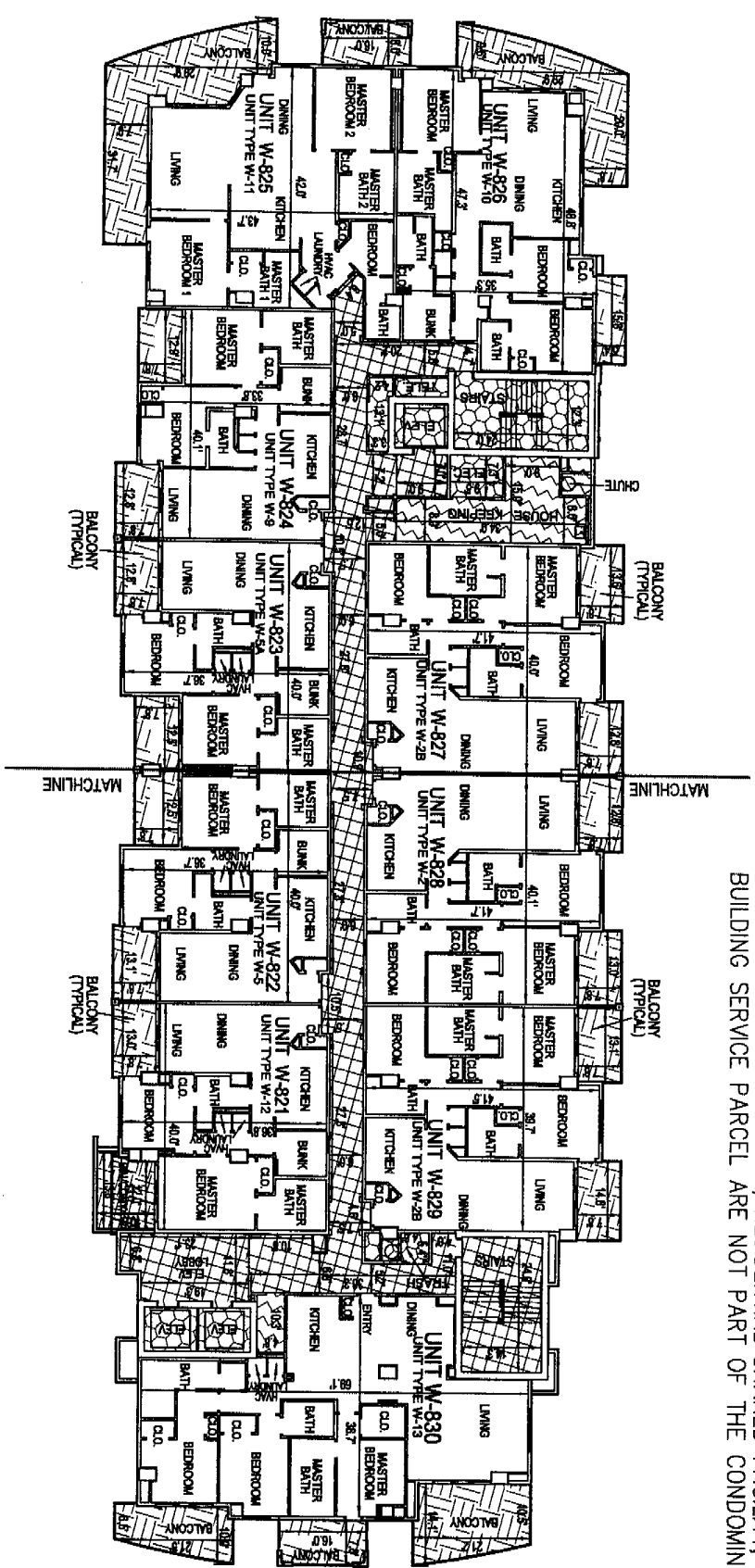
[Pattern] = RESIDENTIAL SHARED FACILITY

[Pattern] = COMMON ELEMENT



EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

NOTE:
BUILDING SHARED FACILITIES, RESIDENTIAL SHARED FACILITY, AND
BUILDING SERVICE PARCEL ARE NOT PART OF THE CONDOMINIUM.



MASTER PLAN LEVEL 13
TOWER PLAN LEVEL 8 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 130.94'

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

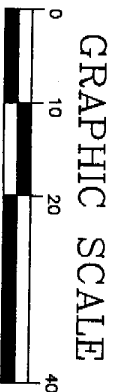
G:\PLAT01\01-254_EMERALD_GRANDE\05-08-07EMERALD GRAND WEST-NEW.dwg 5/16/2007 10:03:09 AM Mike

EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

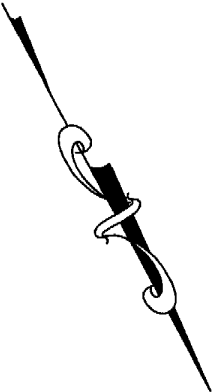
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

NOTE:

BUILDING SHARED FACILITIES, RESIDENTIAL SHARED FACILITY, AND BUILDING SERVICE PARCEL ARE NOT PART OF THE CONDOMINIUM.



(IN FEET)
1 inch = 20 ft.



LEGEND:

ELEV. = ELEVATOR

= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

= BUILDING SERVICE PARCEL

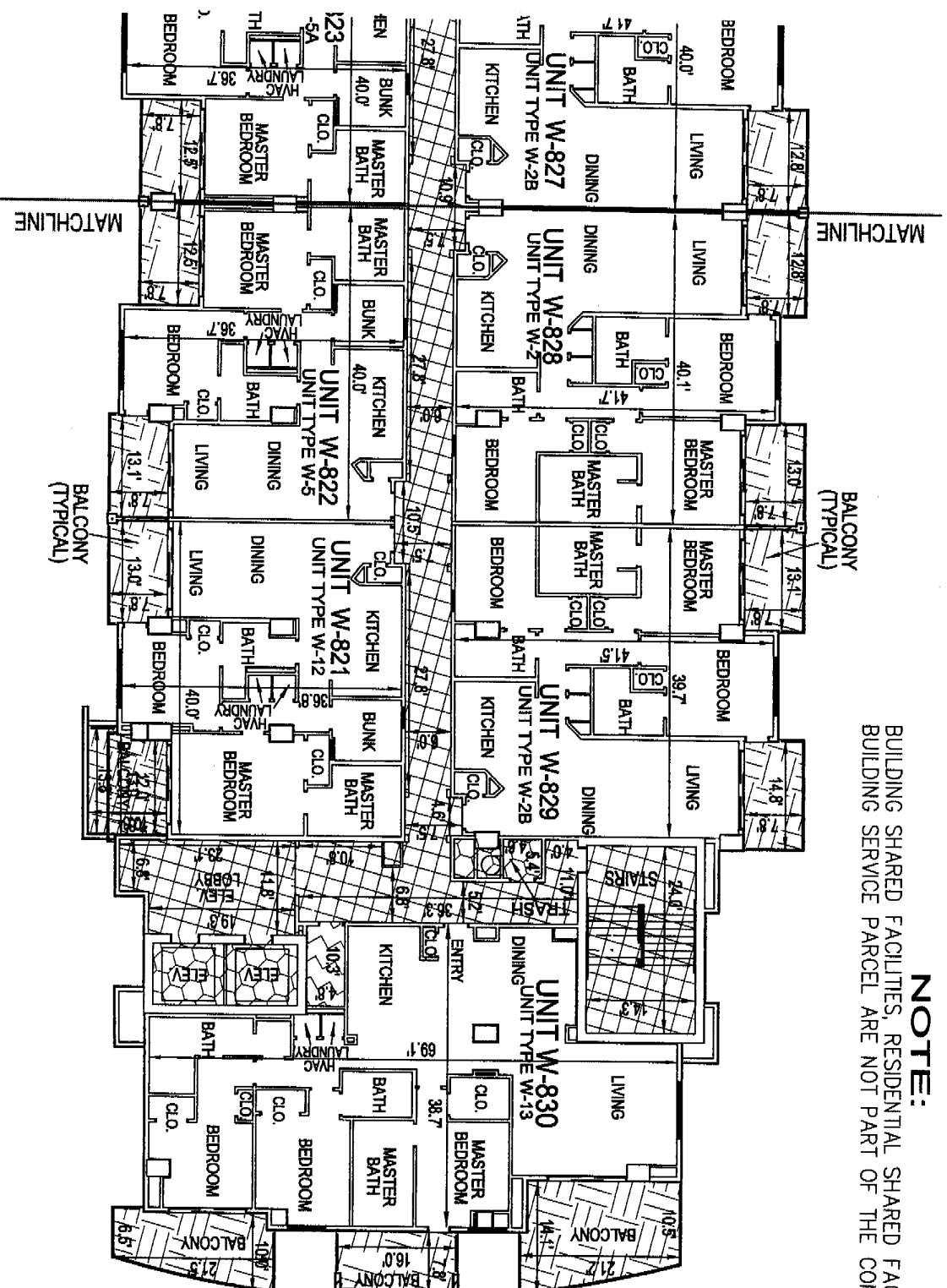
= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT

EMERALD COAST ASSOCIATES, INC.

4636 GULFSTAR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01--254
FILE: G:/PLAT/EMERALD

FILE: G:/PLAT/EMERALD_GRANDE_WEST_CONDOMINIUM\01-254CO.DWG



MASTER PLAN LEVEL 13

TOWER PLAN LEVEL 8 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 130.94'

NOTE:

UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

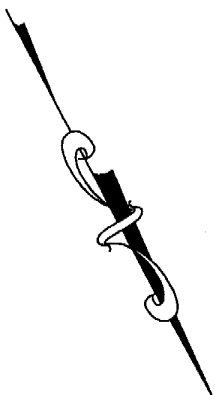
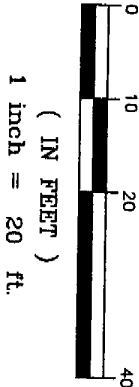
EMERALD GRANDE WEST

SHEET 30 OF 60

EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

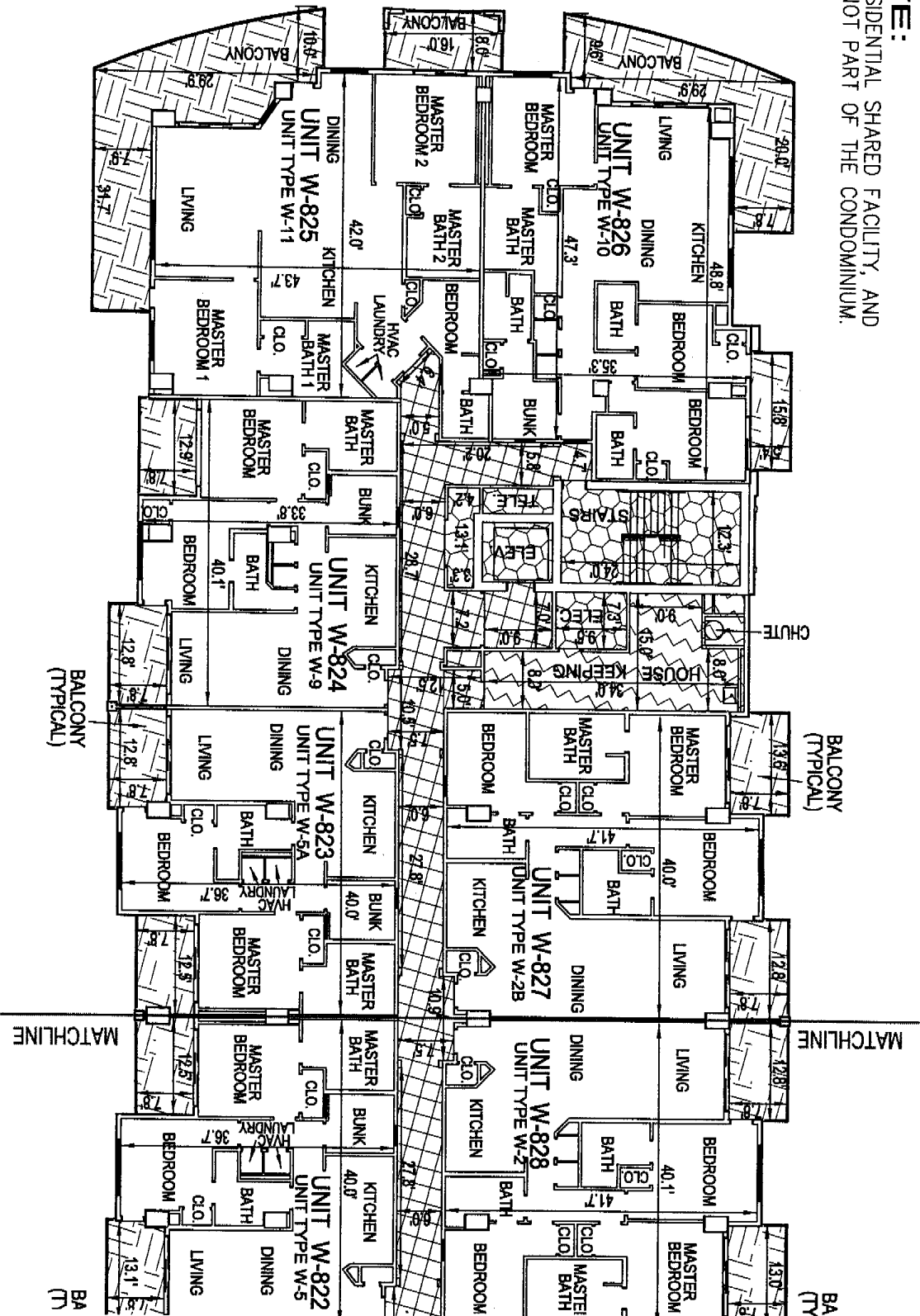
NOTE:
BUILDING SHARED FACILITIES, RESIDENTIAL SHARED FACILITY, AND
BUILDING SERVICE PARCEL ARE NOT PART OF THE CONDOMINIUM.

GRAPHIC SCALE



LEGEND:

- ELEV. = ELEVATOR
- LIMITED COMMON ELEMENT
- BUILDING SHARED FACILITIES
- BUILDING SERVICE PARCEL
- RESIDENTIAL SHARED FACILITY
- COMMON ELEMENT



MASTER PLAN LEVEL 13

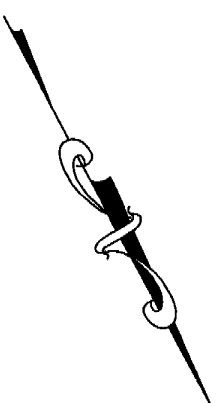
TOWER PLAN LEVEL 8 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 130.94'

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTAR DRIVE
DESBORO, FLORIDA 32541
PROJECT: 01-254
FILE: 6/PLAT1/EMERALD_GRANDE_WEST_CONDOMINIUM\01-254\CO.DWG

(IN FEET)
1 inch = 30 ft.

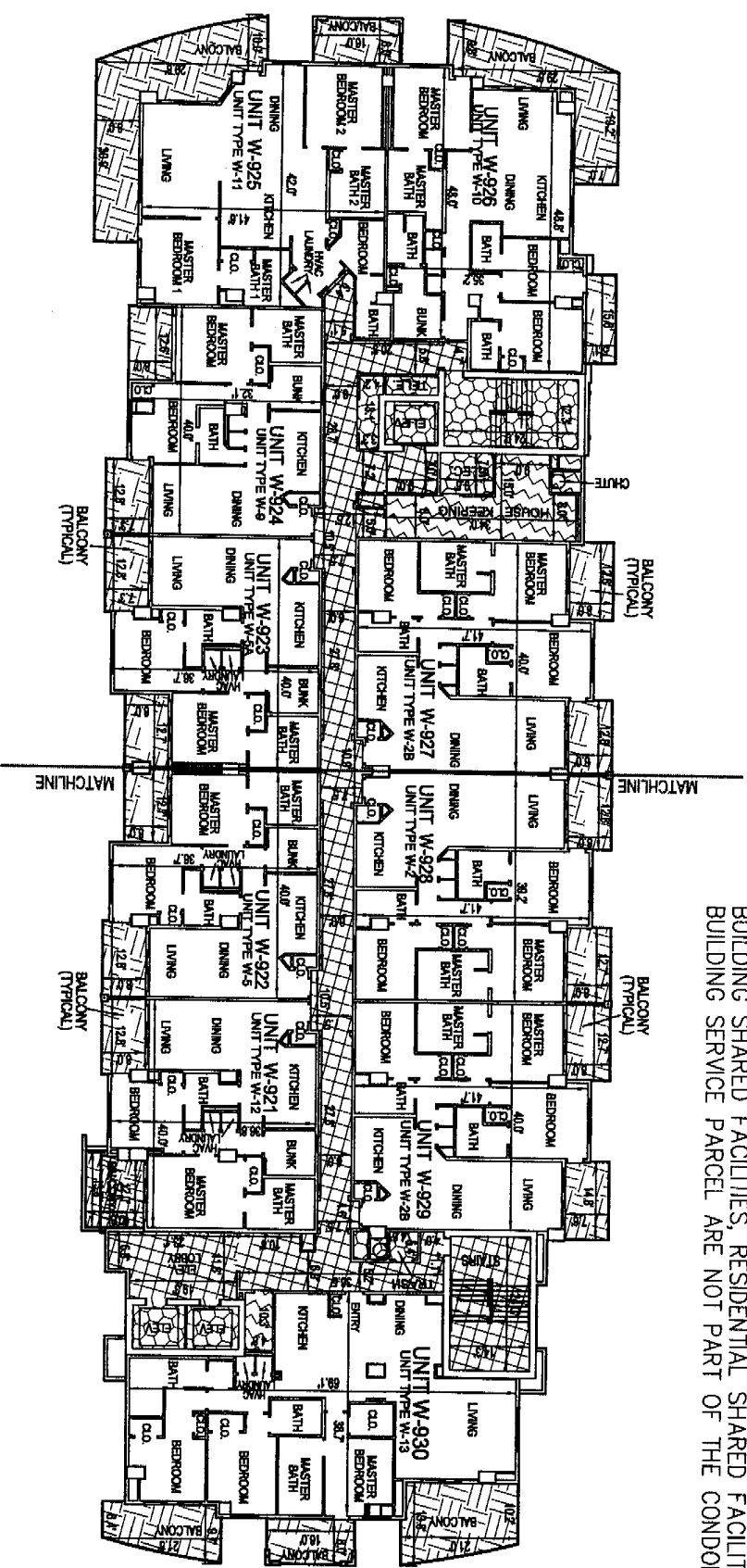


LEGEND:

- | | |
|---|--------------------------------------|
|  | ELEV. |
|  | = ELEVATOR |
|  | = LIMITED COMMON ELEMENT |
|  | = BUILDING SHARED FACILITIES |
|  | = BUILDING SERVICE PARCEL |
|  | = RESIDENTIAL SHARED FACILITY |
| | = COMMON ELEMENT |

EMERALD COAST ASSOCIATES, INC.

EMERALD COAST ASSOCIATES, INC.
4636 GULESTARR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PLAY\EMERALD_GRANDE_WESTI_CONDOMINIUM\01-254C0.DWG



NOTE:
BUILDING SHARED FACILITIES, RESIDENTIAL SHARED FACILITY, AND BUILDING SERVICE PARCEL ARE NOT PART OF THE CONDOMINIUM.

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

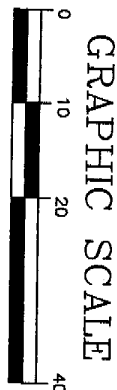
MASTER PLAN LEVEL 14

TOWER PLAN LEVEL 9 (WEST DETAIL)

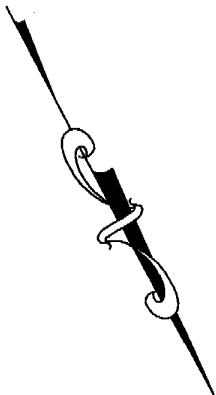
FINISHED FLOOR ELEVATION = 140.65'

BUILDING SHARED FACILITIES, RESIDENTIAL SHARED FACILITY, AND BUILDING SERVICE PARCEL ARE NOT PART OF THE CONDOMINIUM.

NOTE:



(IN FEET)
1 inch = 20 ft.



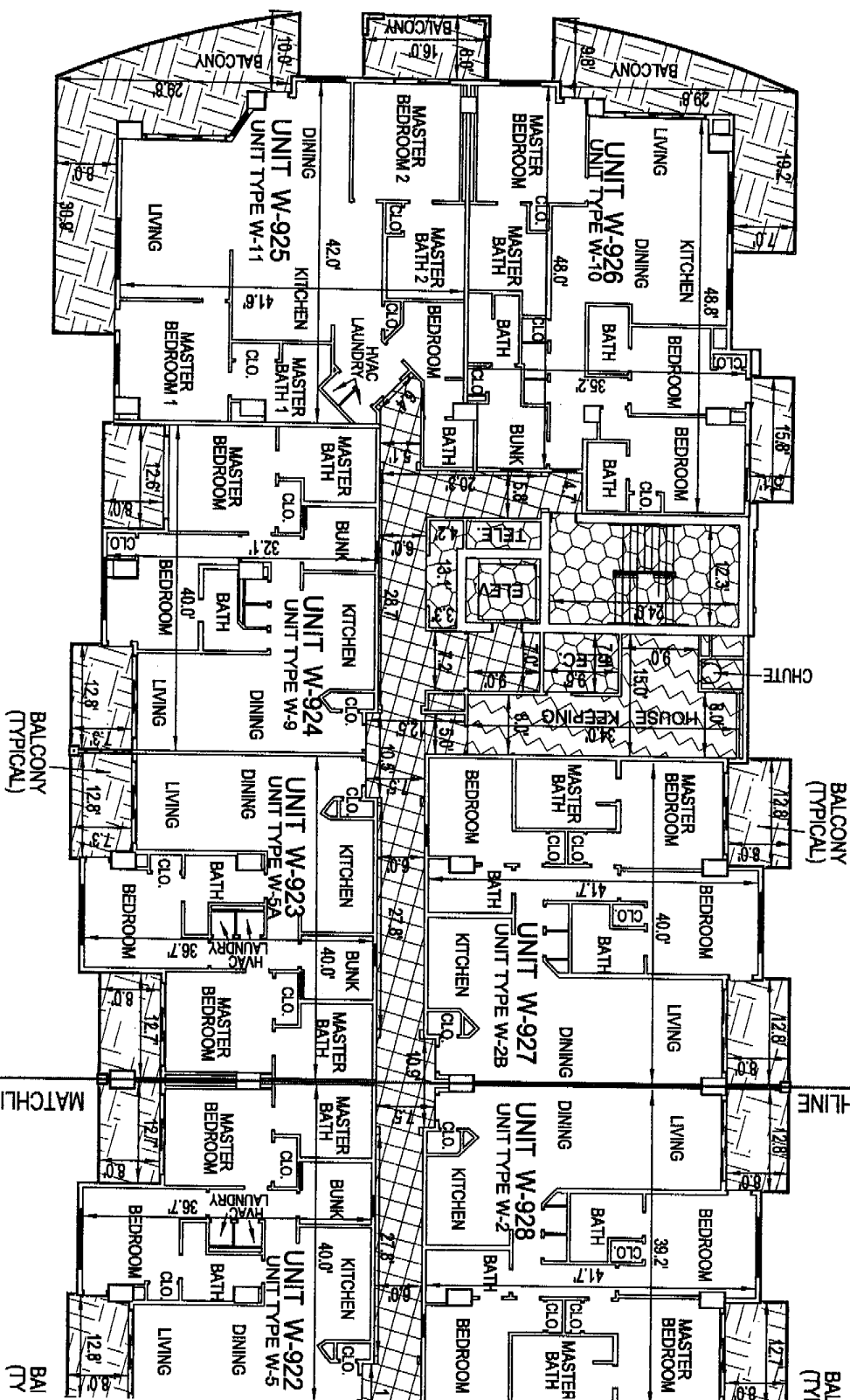
LEGEND:

- | | |
|---|--------------------------------------|
|  | ELEV. |
|  | = ELEVATOR |
|  | = LIMITED COMMON ELEMENT |
|  | = BUILDING SHARED FACILITIES |
|  | = BUILDING SERVICE PARCEL |
|  | = RESIDENTIAL SHARED FACILITY |
|  | = COMMON ELEMENT |

EMERALD COAST ASSOCIATES, INC.

4836 GULFSTAR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:/PLAT/EMERALD

FILE: G:/PEA1/EMERALD_GRANDE_WEST_CONDOMINIUM\01-254CO.DWG



NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

MASTER PLAN LEVEL 14
TOWER PLAN LEVEL 9 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 140.65'

G:\PLAT\01\01-254-EMERALD_GRANDE\05-08-07\EMERALD_GRAND_WEST-NEW.dwg, 5/16/2007 10:03:17 AM, Mike



EMERALD COAST ASSOCIATES, INC.
4636 GULFSTAR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PLAT\EMERALD_GRANDE_WEST_CONDOMINIUM\01-254C0.DWG

LEGEND:

ELEV. = ELEVATOR

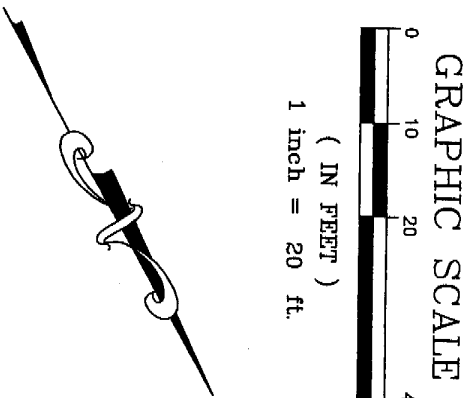
[Pattern] = LIMITED COMMON ELEMENT

[Pattern] = BUILDING SHARED FACILITIES

[Pattern] = BUILDING SERVICE PARCEL

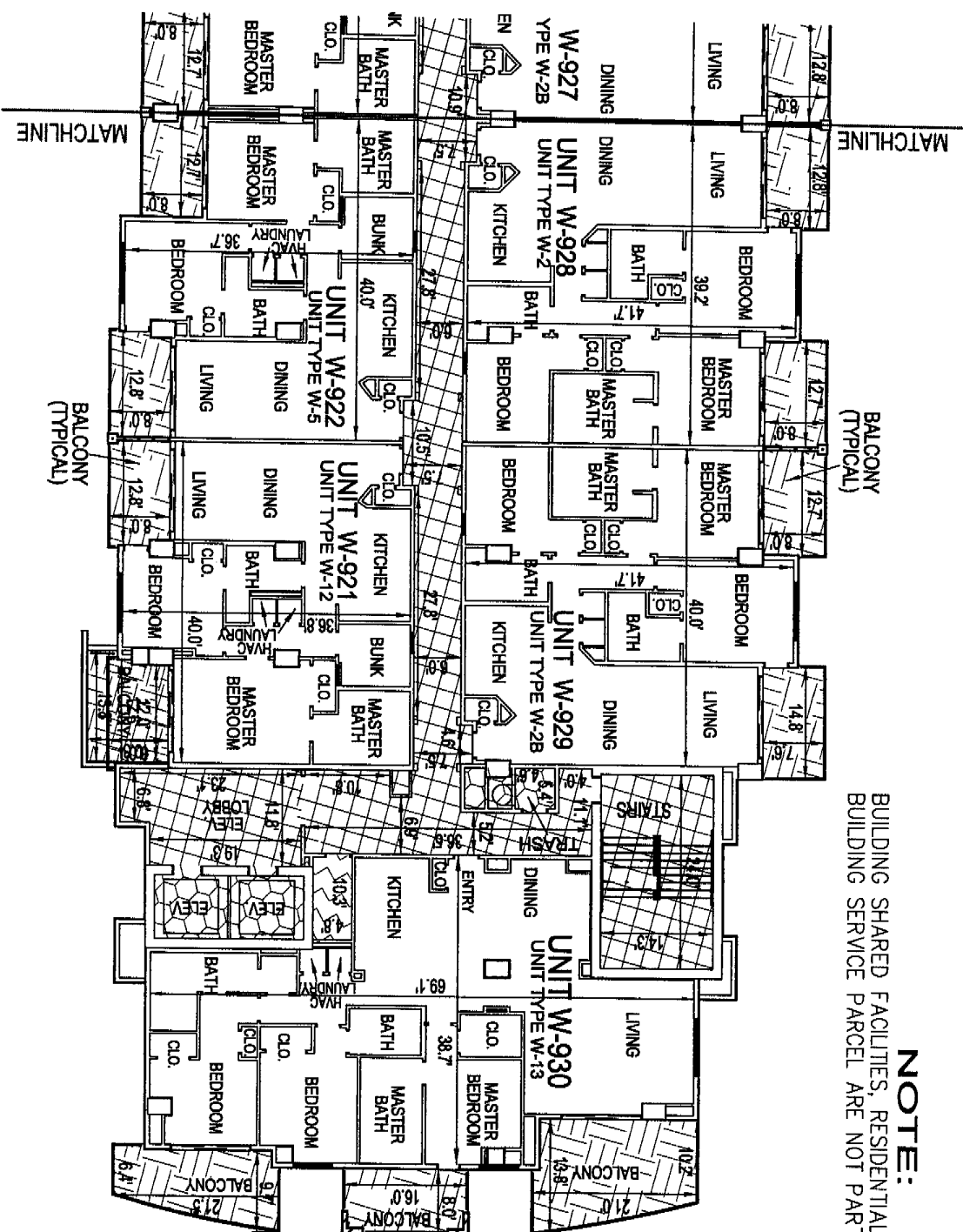
[Pattern] = RESIDENTIAL SHARED FACILITY

[Pattern] = COMMON ELEMENT



EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

NOTE:
BUILDING SHARED FACILITIES, RESIDENTIAL SHARED FACILITY, AND
BUILDING SERVICE PARCEL ARE NOT PART OF THE CONDOMINIUM.



NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

MASTER PLAN LEVEL 14
TOWER PLAN LEVEL 9 (WEST DETAIL)

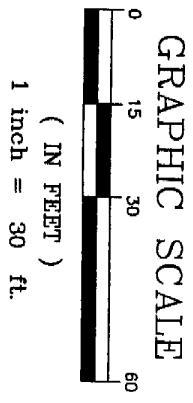
FINISHED FLOOR ELEVATION = 140.65'

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EMERALD COAST ASSOCIATES, INC.
4636 GULFSTAR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PLAT\EMERALD_GRANDE_WEST_CONDOMINIUM\01-254CO.DWG

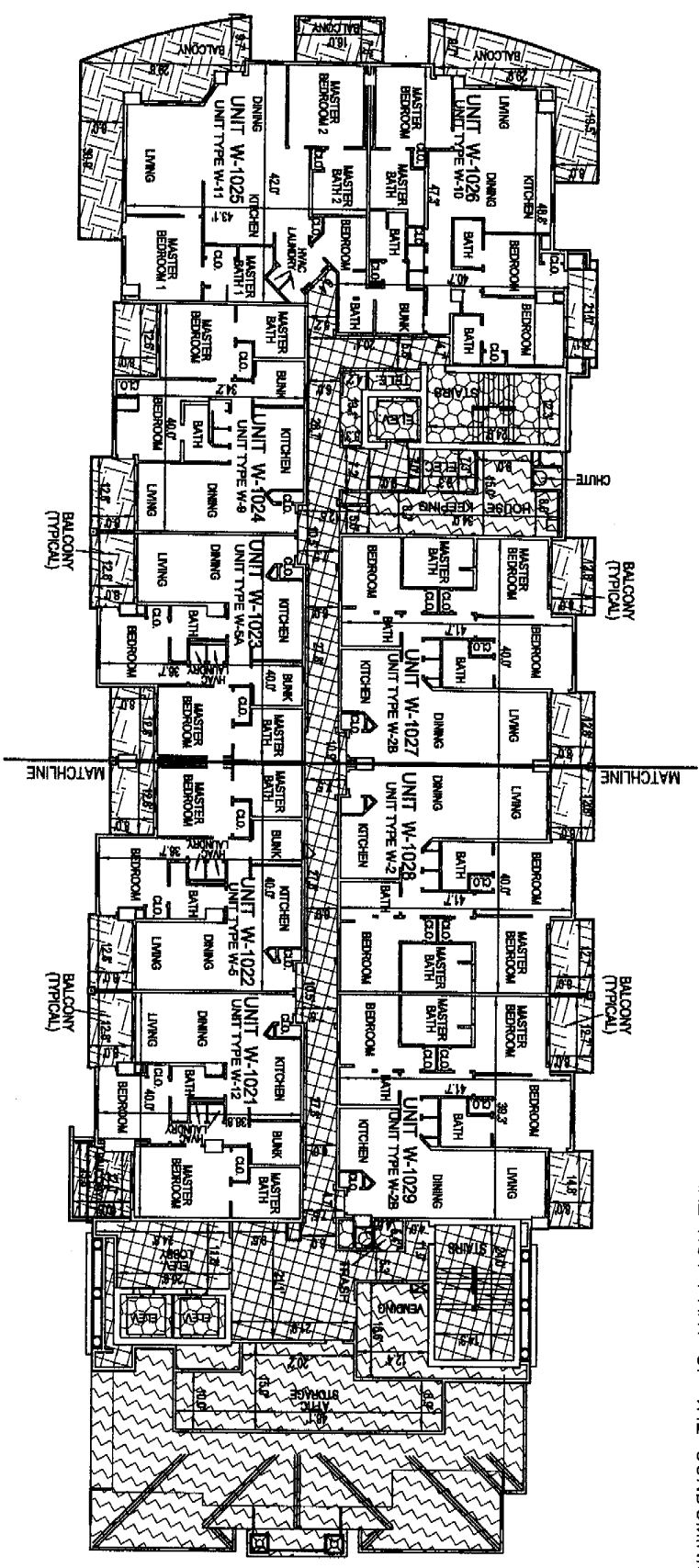
LEGEND:

- ELEV. = ELEVATOR
- LIMITED COMMON ELEMENT
- BUILDING SHARED FACILITIES
- BUILDING SERVICE PARCEL
- RESIDENTIAL SHARED FACILITY
- COMMON ELEMENT



EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

NOTE:
BUILDING SHARED FACILITIES, RESIDENTIAL SHARED FACILITY, AND
BUILDING SERVICE PARCEL ARE NOT PART OF THE CONDOMINIUM.



MASTER PLAN LEVEL 15
TOWER PLAN LEVEL 10 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 150.32'

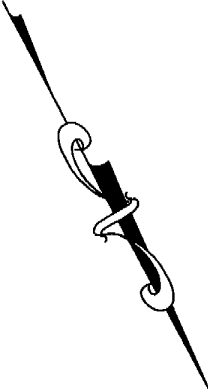
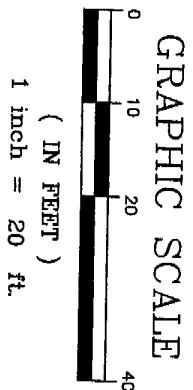
NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

G:\PLAT\01\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRAND_WEST-NEW.dwg 5/16/2007 10:03:22 AM, Mike



EMERALD COAST ASSOCIATES, INC.
4636 GULFSTAR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PLAT\EMERALD_GRAND_WEST_CONDOMINIUM\01-254\CO.DWG

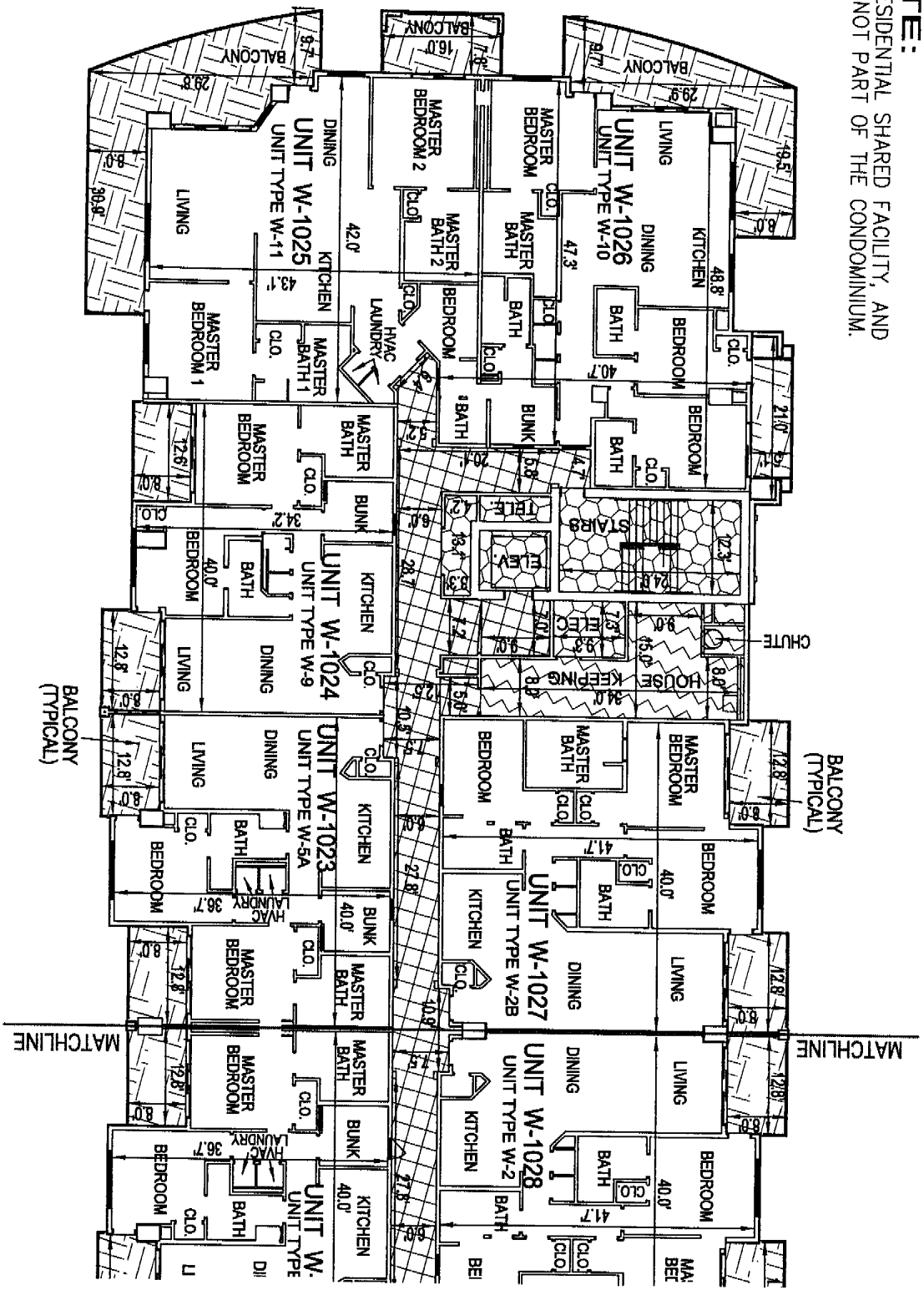
- LEGEND:**
- ELEV. = ELEVATOR
 - LIMITED COMMON ELEMENT
 - BUILDING SHARED FACILITIES
 - BUILDING SERVICE PARCEL
 - RESIDENTIAL SHARED FACILITY
 - COMMON ELEMENT



NOTE:

BUILDING SHARED FACILITIES, RESIDENTIAL SHARED FACILITY, AND BUILDING SERVICE PARCEL ARE NOT PART OF THE CONDOMINIUM.

EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.



MASTER PLAN LEVEL 15

TOWER PLAN LEVEL 10 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 150.32'

NOTE:

UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

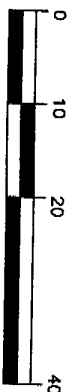
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EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

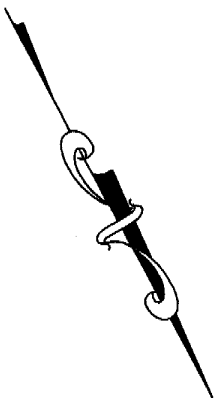
NOTE:

BUILDING SHARED FACILITIES, RESIDENTIAL SHARED FACILITY, AND
BUILDING SERVICE PARCEL ARE NOT PART OF THE CONDOMINIUM.

GRAPHIC SCALE

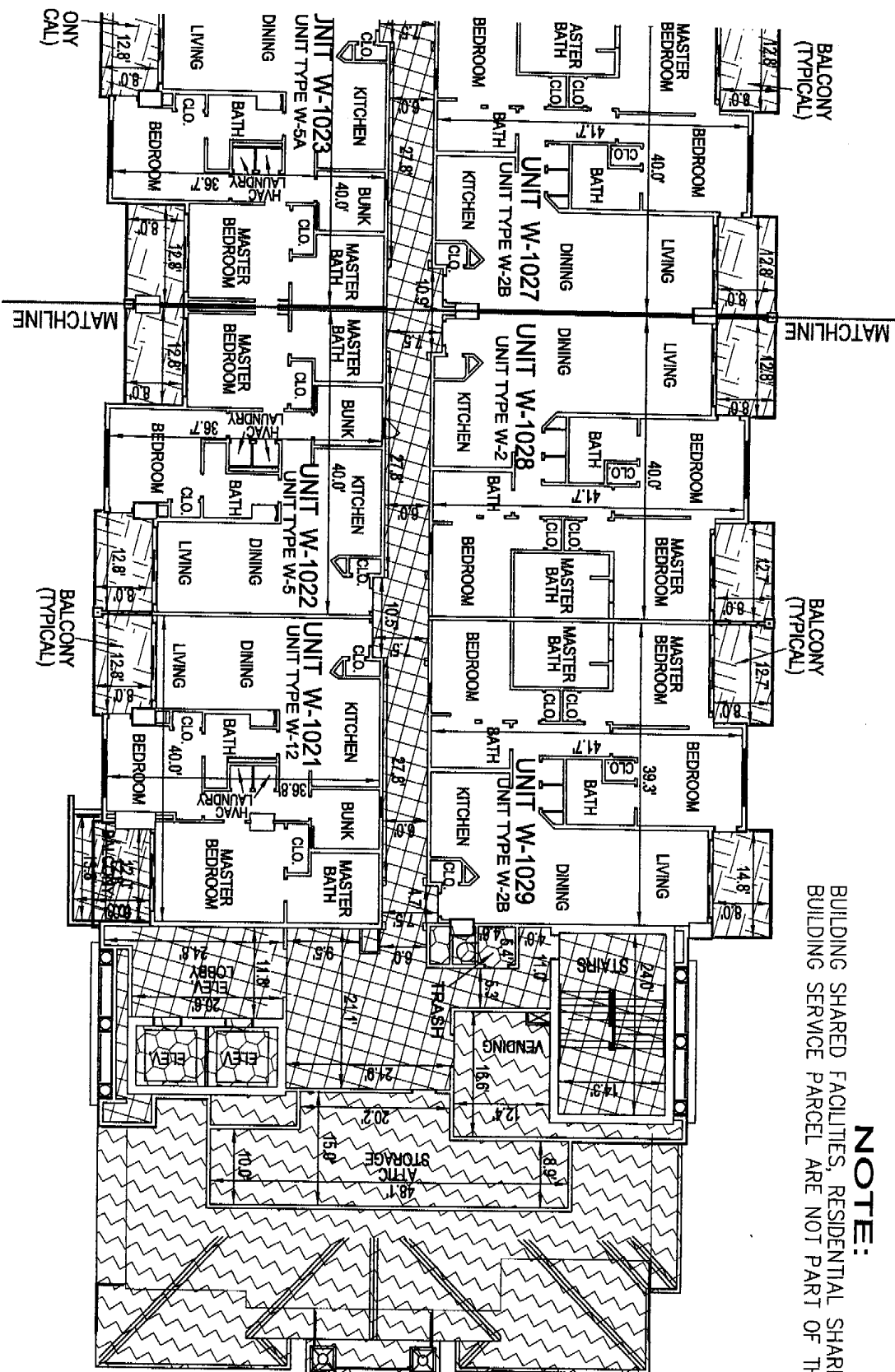


(IN FEET)
1 inch = 20 ft.



LEGEND:

- ELEV. = ELEVATOR
- LIMITED COMMON ELEMENT
- BUILDING SHARED FACILITIES
- BUILDING SERVICE PARCEL
- RESIDENTIAL SHARED FACILITY
- COMMON ELEMENT



NOTE:

UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.104

MASTER PLAN LEVEL 15
TOWER PLAN LEVEL 10 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 150.32'

EMERALD COAST ASSOCIATES, INC.
4836 GULFSTAR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PLAT\EMERALD_GRANDE_WEST_CONDOMINIUM\01-254\CO.DWG

G:\PLAT\01\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRAND_WEST-NEW.dwg 5/16/2007 10:03:26 AM Mike

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTAR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PLAT\EMERALD_GRANDE_WEST_CONDOMINIUM\01-254CO.DWG

LEGEND:

ELEV. = ELEVATOR

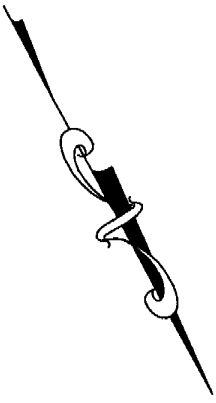
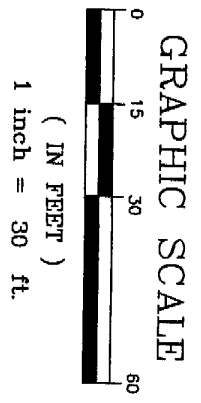
[Pattern] = LIMITED COMMON ELEMENT

[Pattern] = BUILDING SHARED FACILITIES

[Pattern] = BUILDING SERVICE PARCEL

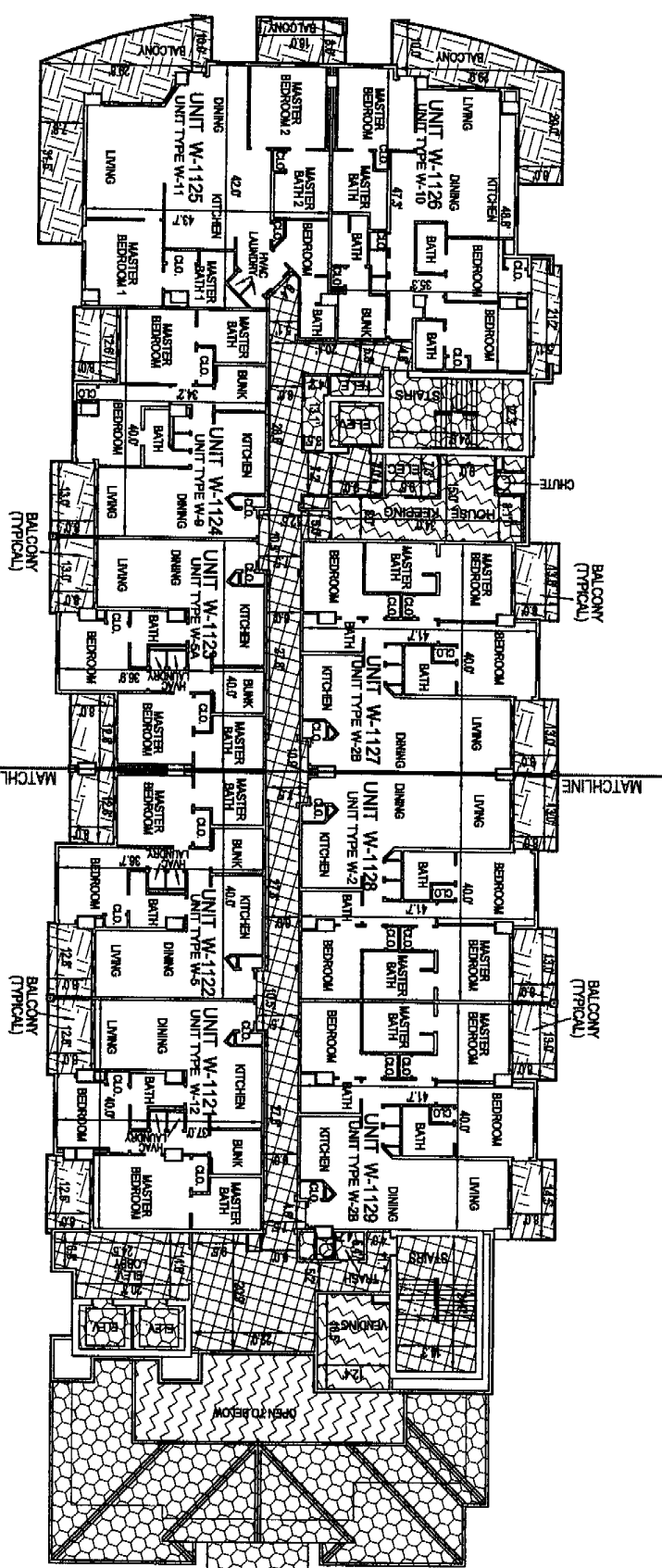
[Pattern] = RESIDENTIAL SHARED FACILITY

[Pattern] = COMMON ELEMENT



EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

NOTE:
BUILDING SHARED FACILITIES, RESIDENTIAL SHARED FACILITY, AND
BUILDING SERVICE PARCEL ARE NOT PART OF THE CONDOMINIUM.



MASTER PLAN LEVEL 16
TOWER PLAN LEVEL 11 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 159.97'

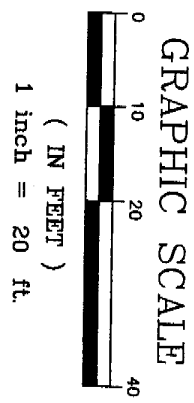
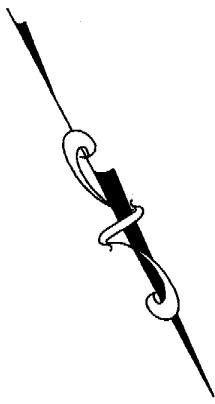
NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

G:\PLAT\01\01-254 EMERALD_GRANDE\05-08-07\EMERALD_GRAND_WEST-NEW.dwg 5/16/2007 10:03:28 AM Mike

EMERALD COAST ASSOCIATES, INC.
4836 GULFSTAR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PLAT\EMERALD_GRANDE_WEST_CONDOMINIUM\01-254CO.DWG

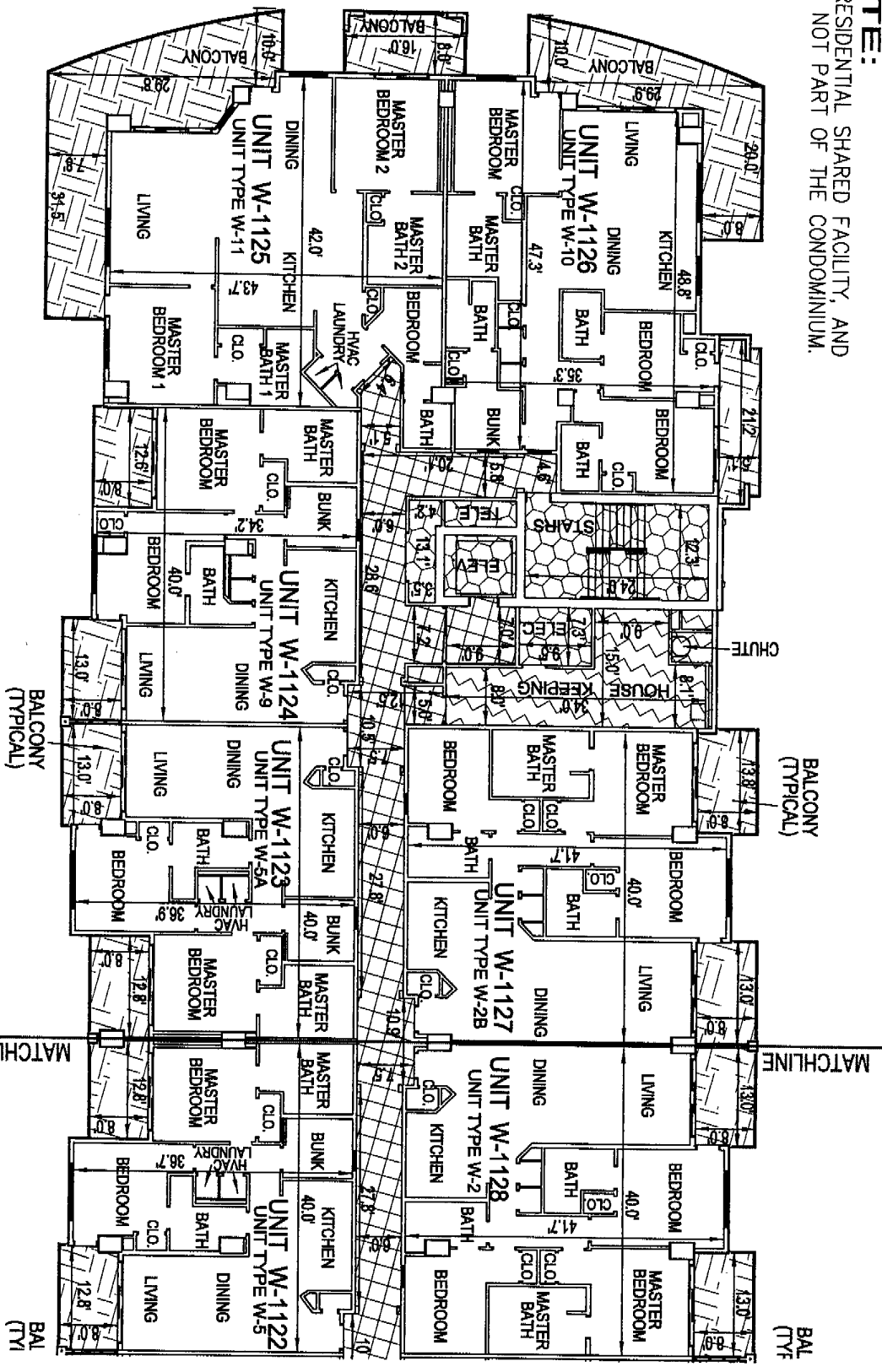
LEGEND:

- ELEV. = ELEVATOR
- LIMITED COMMON ELEMENT
- BUILDING SHARED FACILITIES
- BUILDING SERVICE PARCEL
- RESIDENTIAL SHARED FACILITY
- COMMON ELEMENT



NOTE:
BUILDING SHARED FACILITIES, RESIDENTIAL SHARED FACILITY, AND BUILDING SERVICE PARCEL ARE NOT PART OF THE CONDOMINIUM.

EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.



MASTER PLAN LEVEL 16

TOWER PLAN LEVEL 11 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 159.97'

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

NOTE:

BUILDING SHARED FACILITIES, RESIDENTIAL SHARED FACILITY, AND
BUILDING SERVICE PARCEL ARE NOT PART OF THE CONDOMINIUM.

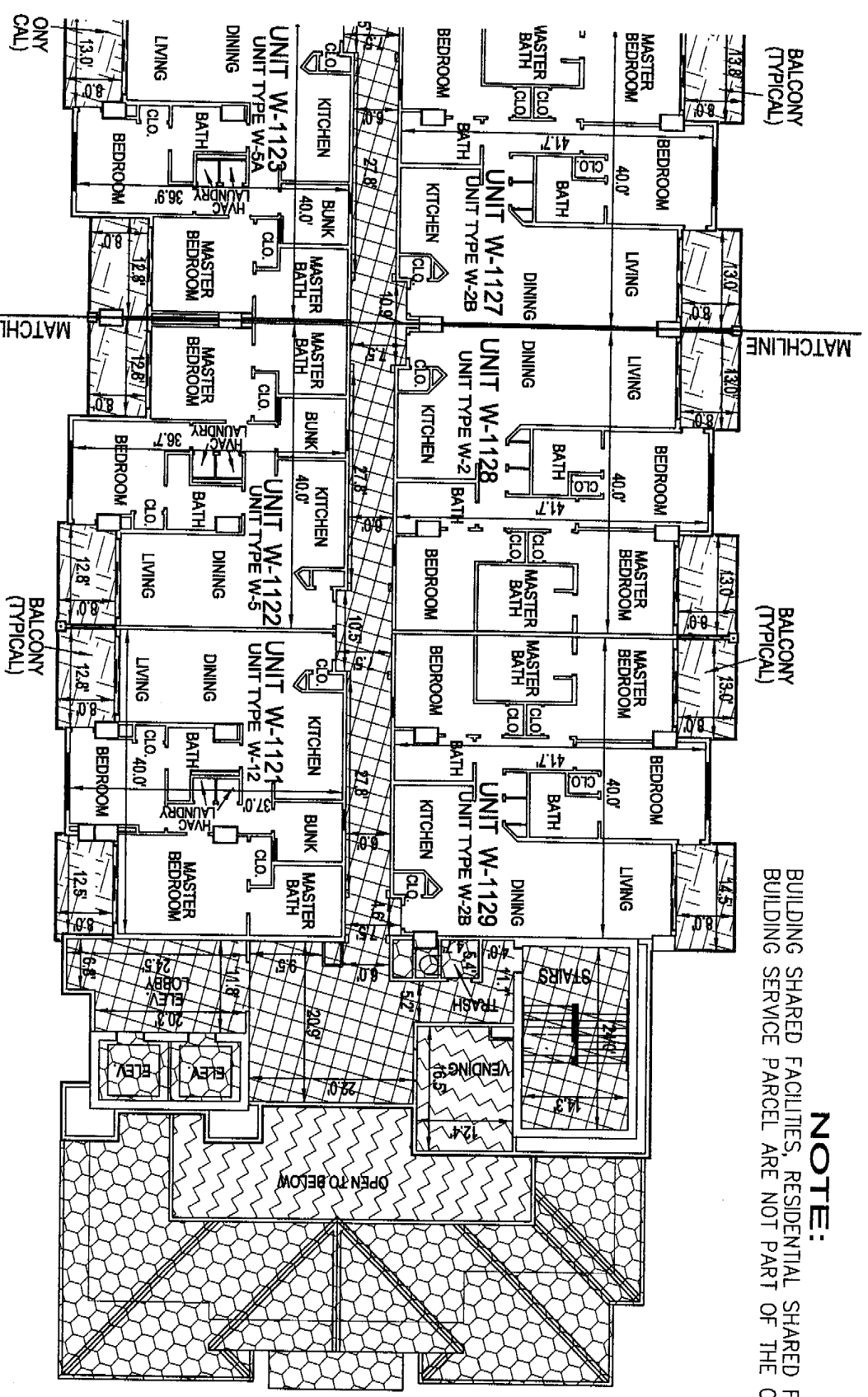
GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

LEGEND:

- ELEV. = ELEVATOR
- LIMITED COMMON ELEMENT
- BUILDING SHARED FACILITIES
- BUILDING SERVICE PARCEL
- RESIDENTIAL SHARED FACILITY
- COMMON ELEMENT



NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

MASTER PLAN LEVEL 16

TOWER PLAN LEVEL 11 (WEST DETAIL)

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTAR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PLAT\EMERALD_GRANDE_WEST_CONDOMINIUM\01-25400.DWG

G:\PLAT\01\01-254 EMERALD GRANDE\05-08-07\EMERALD GRAND WEST-NEW.dwg 5/16/2007 10:03:32 AM Mike

EMERALD COAST ASSOCIATES, INC.
4836 GULFSTAR DRIVE
DREXEL, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PLAT\EMERALD_GRANDE_WEST_CONDOMINIUM\01-254CO.DWG

LEGEND:

ELEV. = ELEVATOR

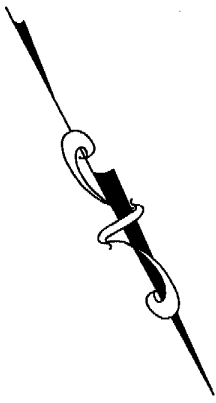
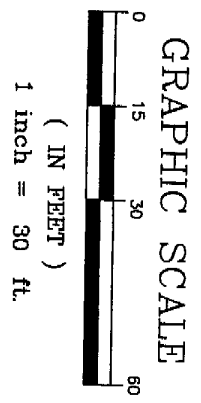
[Pattern] = LIMITED COMMON ELEMENT

[Pattern] = BUILDING SHARED FACILITIES

[Pattern] = BUILDING SERVICE PARCEL

[Pattern] = RESIDENTIAL SHARED FACILITY

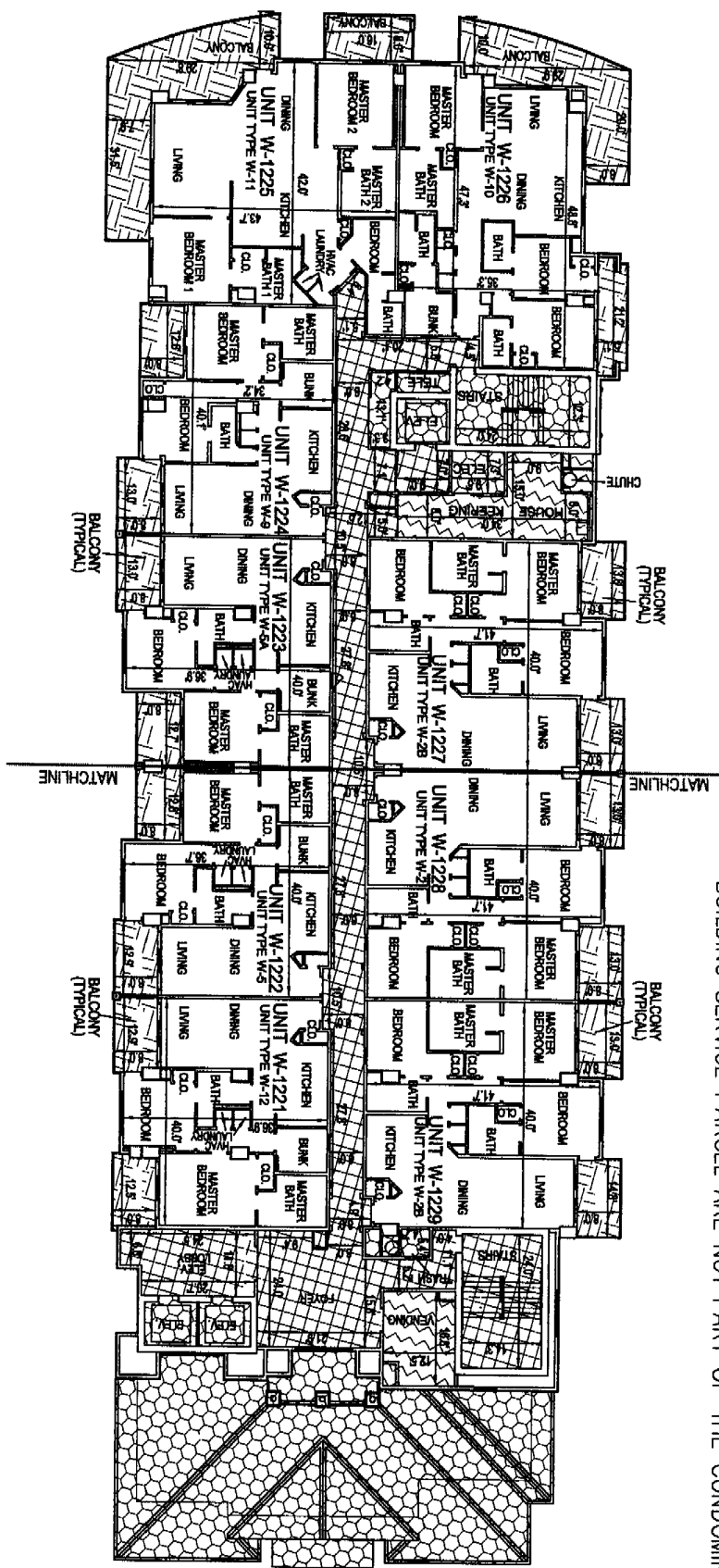
[Pattern] = COMMON ELEMENT



EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

NOTE:
BUILDING SHARED FACILITIES, RESIDENTIAL SHARED FACILITY, AND
BUILDING SERVICE PARCEL ARE NOT PART OF THE CONDOMINIUM.

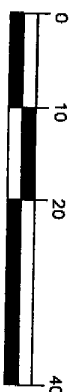
NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±



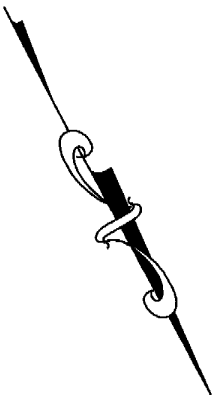
MASTER PLAN LEVEL 17
WEST TOWER PLAN FLOOR 12 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 169.62'

GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

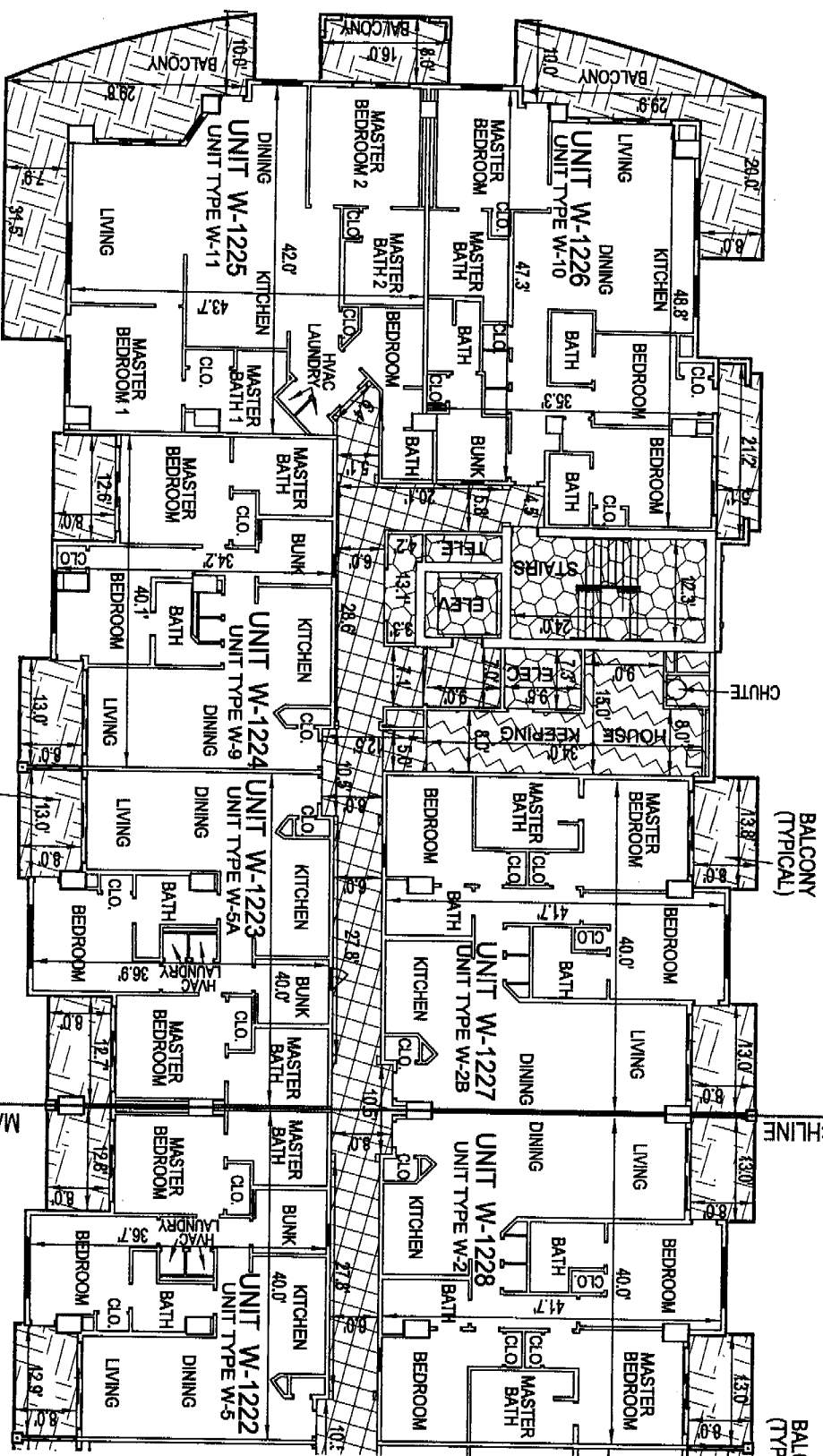


LEGEND:

- | | | |
|---|--------------|--------------------------------------|
|  | ELEV. | = ELEVATOR |
|  | | = LIMITED COMMON ELEMENT |
|  | | = BUILDING SHARED FACILITIES |
|  | | = BUILDING SERVICE PARCEL |
|  | | = RESIDENTIAL SHARED FACILITY |
|  | | = COMMON ELEMENT |

EMERALD COAST ASSOCIATES, INC.

EMERALD COAST ASSOCIATES, INC.
4636 QUELSTARR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PLAT\EMERALD_GRADE.WEST.CONDOMINIUM\01-254CO.DWG



NOTE

BUILDING SHARED FACILITIES, RESIDENTIAL SHARED FACILITY, AND BUILDING SERVICE PARCEL ARE NOT PART OF THE CONDOMINIUM.

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

MASTER PLAN LEVEL 17

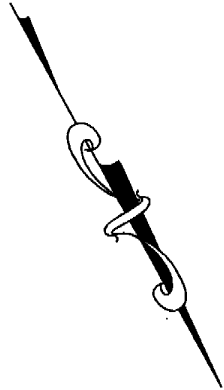
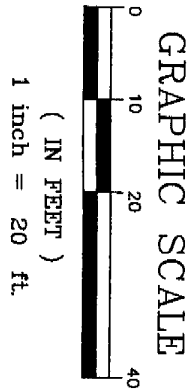
TOWER PLAN LEVEL 12 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 169.62'

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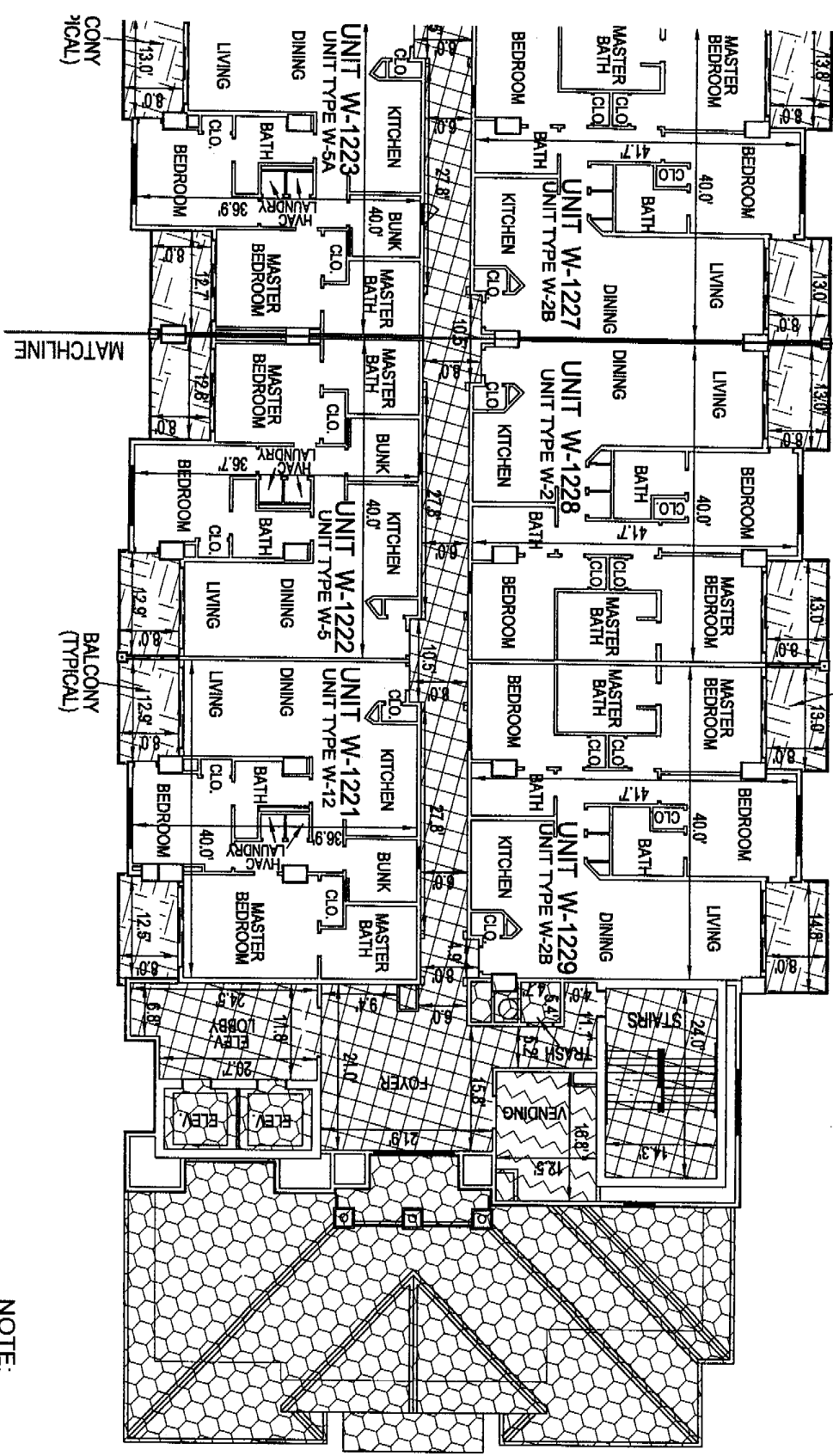
EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

NOTE:
BUILDING SHARED FACILITIES, RESIDENTIAL SHARED FACILITY, AND
BUILDING SERVICE PARCEL ARE NOT PART OF THE CONDOMINIUM.



- LEGEND:**
- ELEV. = ELEVATOR
 - = LIMITED COMMON ELEMENT
 - = BUILDING SHARED FACILITIES
 - = BUILDING SERVICE PARCEL
 - = RESIDENTIAL SHARED FACILITY
 - = COMMON ELEMENT

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTAR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PLAT\EMERALD_GRANDE_WEST_CONDOMINIUM\01-254CO.DWG



MASTER PLAN LEVEL 17

TOWER PLAN LEVEL 12 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 169.62'

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

G:\PLAT\01\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRAND_WEST-NEW.dwg, 5/16/2007 10:03:39 AM, Mike

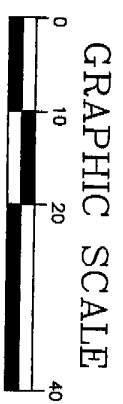
EMERALD COAST ASSOCIATES, INC.
4636 GULFSTAR DRIVE
DREXEL, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PLAT\EMERALD_GRANDE_WEST_CONDOMINIUM\01-254CO.DWG

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G:\PLAT\01\01-254 EMERALD GRANDE\05-08-07\EMERALD GRAND WEST-NEW.dwg 5/16/2007 10:03:41 AM Mike

EMERALD COAST ASSOCIATES, INC.
4638 GULFSTAR DRIVE
DREXEL, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PLAT\EMERALD GRANDE WEST CONDOMINIUM\01-254CO.DWG

NOTE:
BUILDING SHARED FACILITIES, RESIDENTIAL SHARED FACILITY, AND BUILDING SERVICE PARCEL ARE NOT PART OF THE CONDOMINIUM.

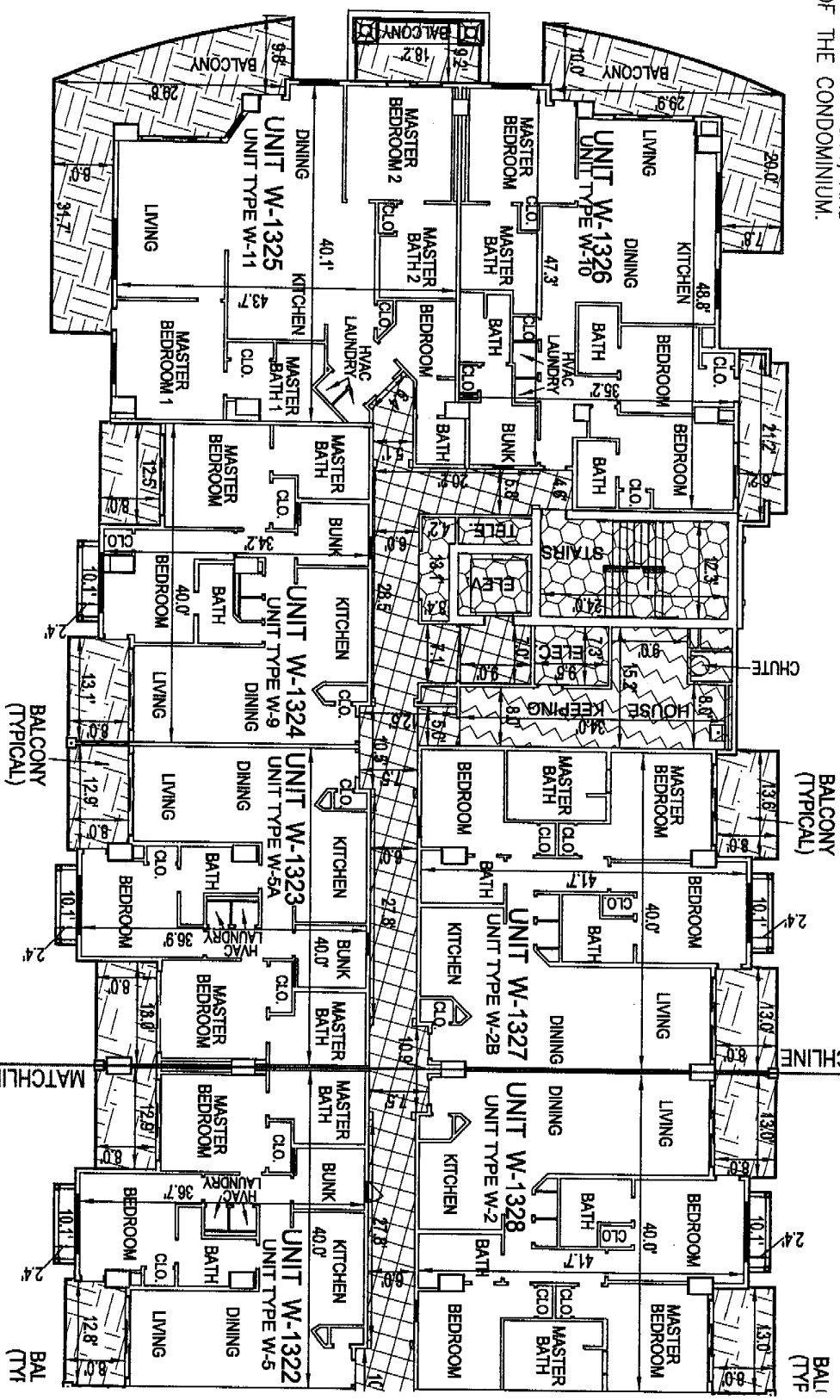


LEGEND:

UNIT W-1322	PH22
UNIT W-1323	PH23
UNIT W-1324	PH24
UNIT W-1325	PH25
UNIT W-1326	PH26
UNIT W-1327	PH27
UNIT W-1328	PH28
UNIT W-1329	PH29
UNIT W-1330	PH30

- LEGEND:**
- ELEV. = ELEVATOR
 - LIMITED COMMON ELEMENT
 - BUILDING SHARED FACILITIES
 - BUILDING SERVICE PARCEL
 - RESIDENTIAL SHARED FACILITY
 - COMMON ELEMENT

EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA



MASTER PLAN LEVEL 18

PENTHOUSE LEVEL

TOWER PLAN PENTHOUSE (WEST DETAIL)

FINISHED FLOOR ELEVATION = 179.29'

NOTE: UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10'

C:\PI\AT01\01-254 EMERALD GRANDE\05-08-07\EMERALD GRAND WEST-NEW.dwg 5/16/2007 10:03:43 AM Mike



EMERALD COAST ASSOCIATES, INC.
4638 GULFSTAR DRIVE
DADE COUNTY, FLORIDA 33541
PROJECT: 01-254
FILE: 6/PLAT/EMERALD GRANDE WEST CONDOMINIUM\01-254CO.DWG

ELEV.

= ELEVATOR

= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

= BUILDING SERVICE PARCEL

= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT

LEGEND:

ELEV.

= ELEVATOR

= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

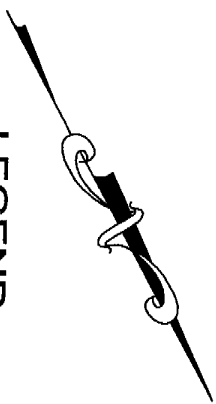
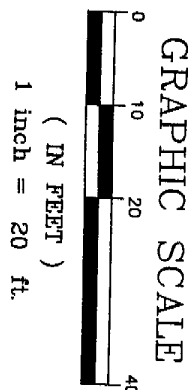
= BUILDING SERVICE PARCEL

= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT

UNIT W-1322	PH22
UNIT W-1323	PH23
UNIT W-1324	PH24
UNIT W-1325	PH25
UNIT W-1326	PH26
UNIT W-1327	PH27
UNIT W-1328	PH28
UNIT W-1329	PH29
UNIT W-1330	PH30

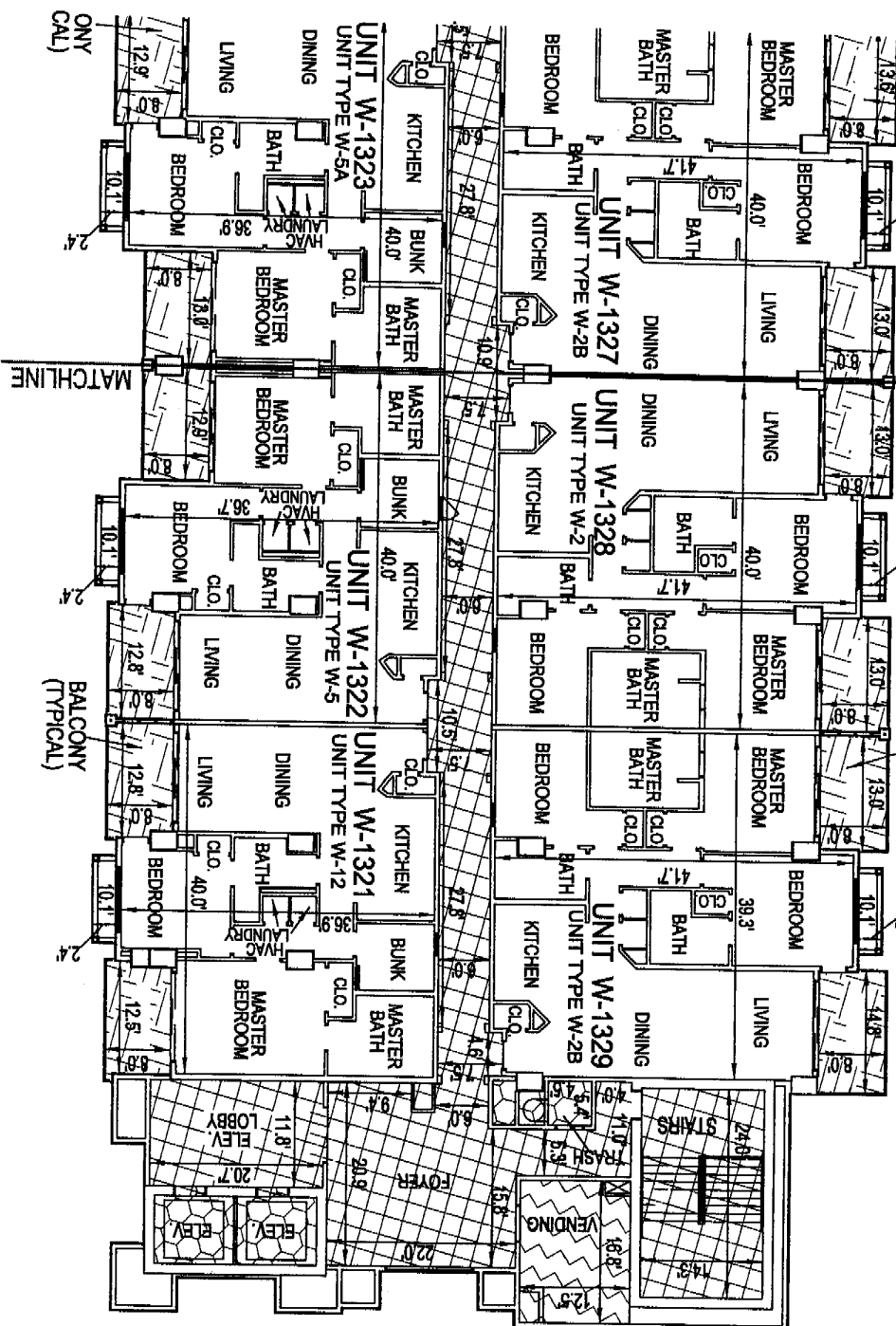
LEGEND:



EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

NOTE:

BUILDING SHARED FACILITIES, RESIDENTIAL SHARED FACILITY, AND
BUILDING SERVICE PARCEL ARE NOT PART OF THE CONDOMINIUM.



MASTER PLAN LEVEL 18

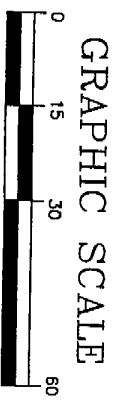
PENTHOUSE LEVEL

TOWER PLAN PENTHOUSE (WEST DETAIL)

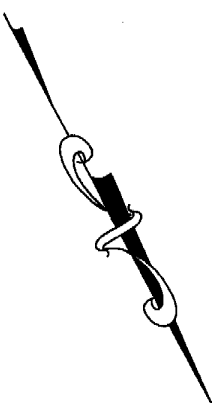
FINISHED FLOOR ELEVATION = 179.29'

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

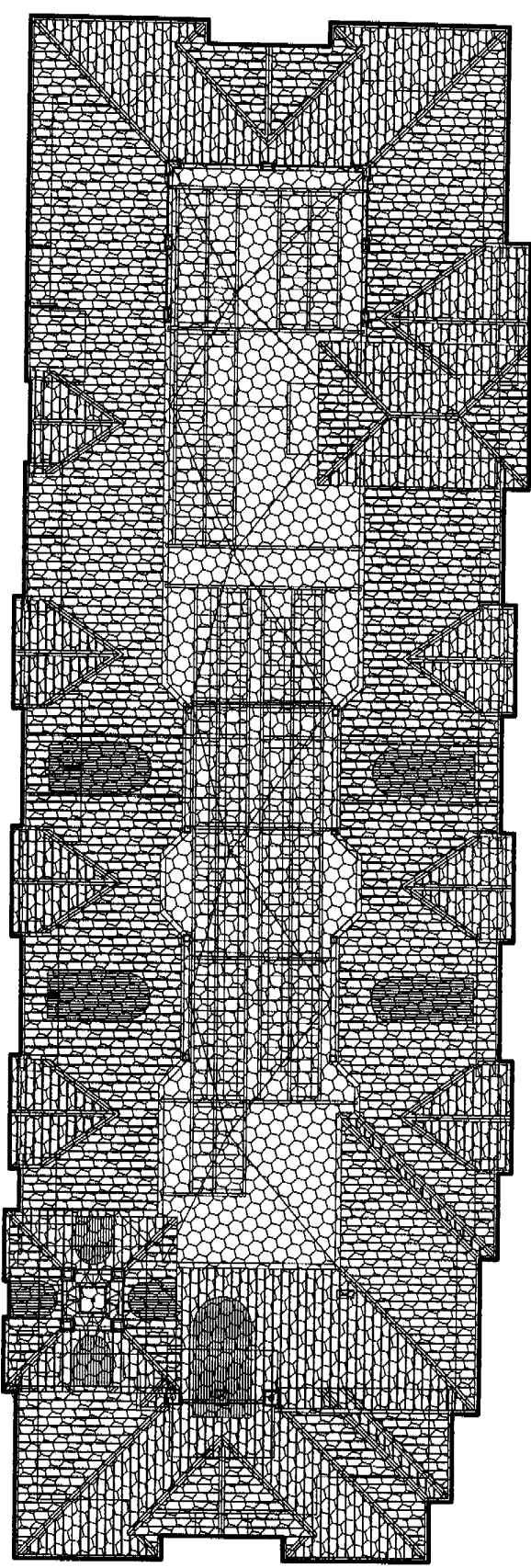


1 inch = 30 ft.



LEGEND:

 = BUILDING SHARED FACILITIES



ROOF PLAN

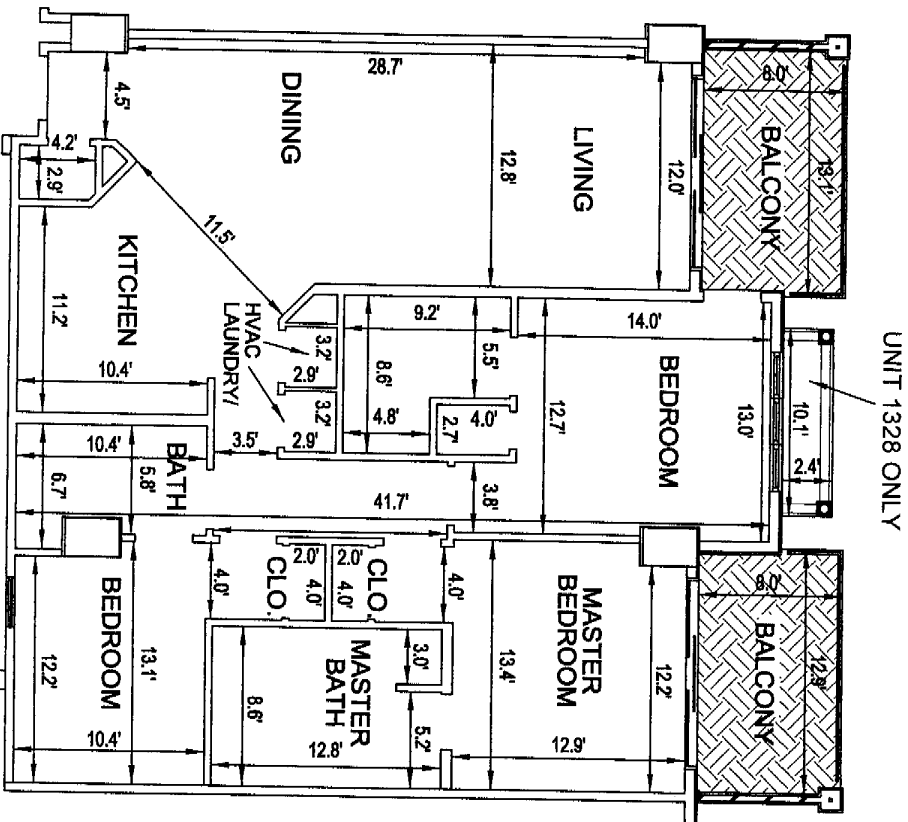
NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

NOTE:
BUILDING SHARED FACILITIES, RESIDENTIAL SHARED FACILITY, AND
BUILDING SERVICE PARCEL ARE NOT PART OF THE CONDOMINIUM.

EMERALD COAST ASSOCIATES, INC.
4836 GULFSTAR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PLAT\EMERALD_GRANDE_WEST_CONDOMINIUM\01-25400.DWG

G:\PLAT\01\01-254 EMERALD GRANDE\05-08-07\EMERALD GRAND WEST-NEW.dwg, 5/16/2007 10:03:47 AM, Mike

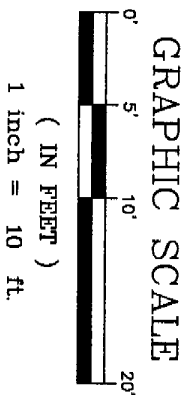
EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA



TYPICAL UNIT W-2

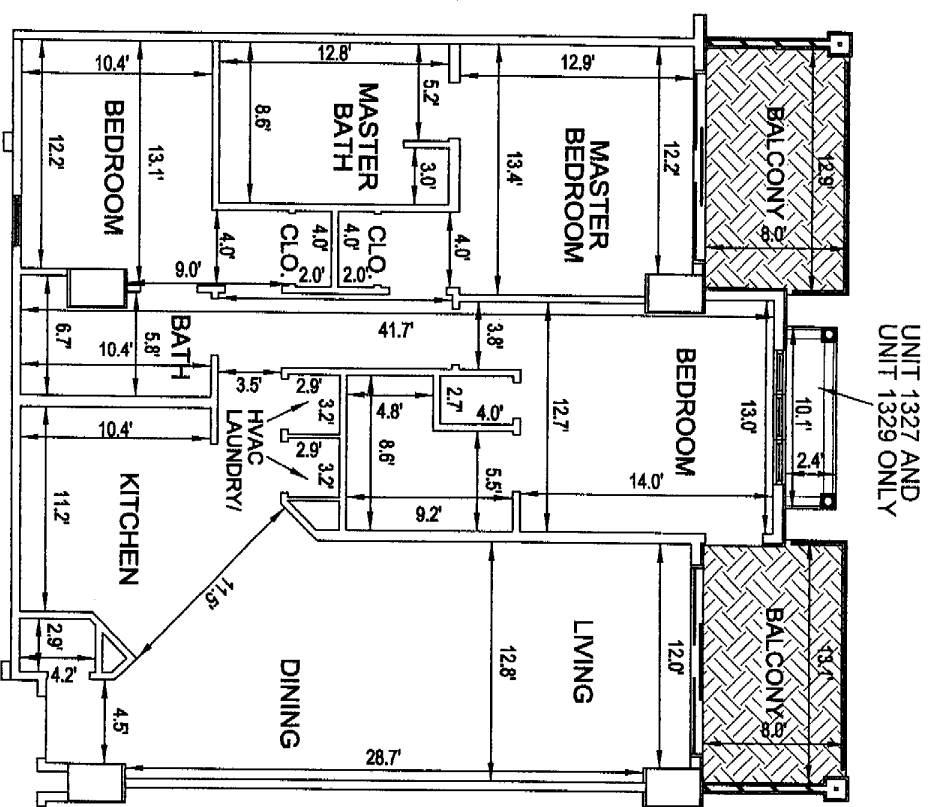
UNITS:

128	728
228	828
328	928
428	1028
528	1128
628	1228
1328	



LEGEND:

- CLO. = CLOSET
- ± = MORE OR LESS
- [Hatched Box] = LIMITED COMMON ELEMENT



TYPICAL UNIT W-2B

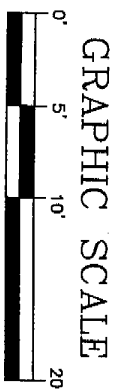
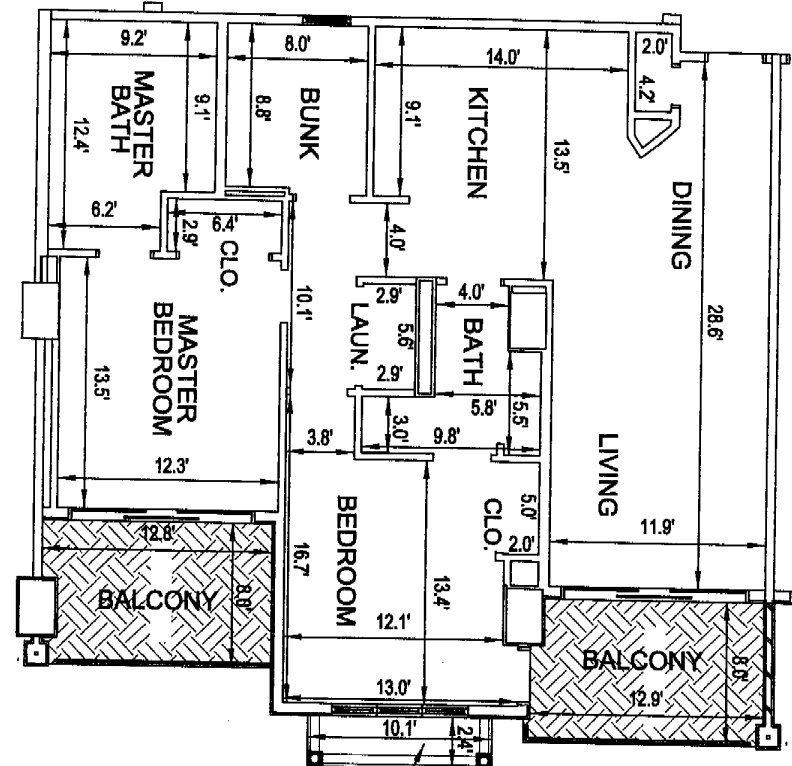
UNITS:

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227	827	229	829
327	927	329	929
427	1027	429	1029
527	1127	529	1129
627	1227	629	1229
1327		1329	

NOTE: UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10'±.

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTAR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PLAT\EMERALD GRAND WEST CONDOMINIUM\01-254CO.DWG

EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.



UNIT 1322 ONLY

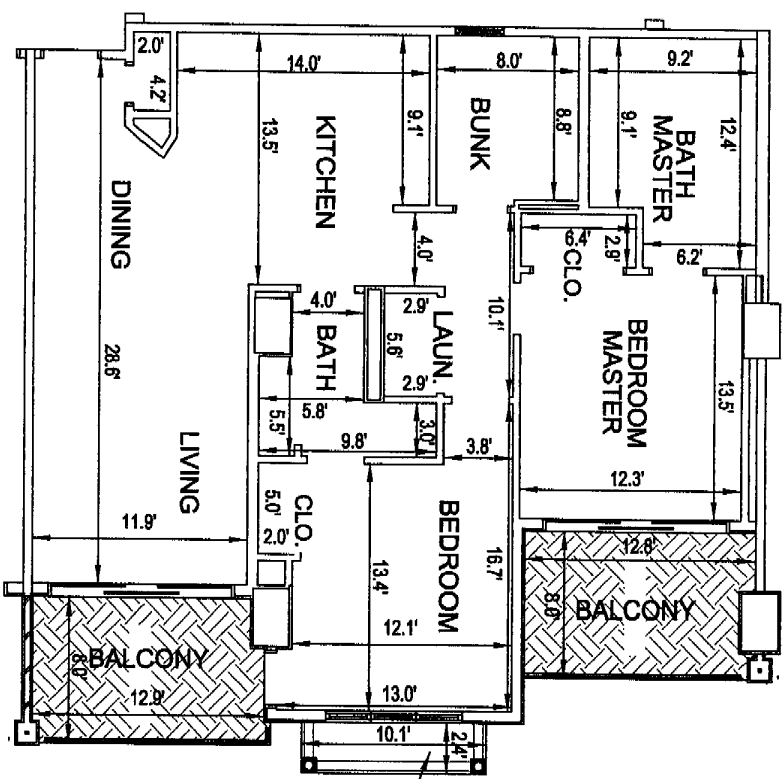
LEGEND:

CLO. = CLOSET
± = MORE OR LESS
[Hatched Box] = LIMITED COMMON ELEMENT

TYPICAL UNIT W-5

UNITS:

122	722
222	822
322	922
422	1022
522	1122
622	1222
1322	



UNIT 1323 ONLY

TYPICAL UNIT W-5A

UNITS:

123	723
223	823
323	923
423	1023
523	1123
623	1223
1323	

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTAR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PLAT\EMERALD_GRANDE_WEST_CONDOMINIUM\01-254CO.DWG

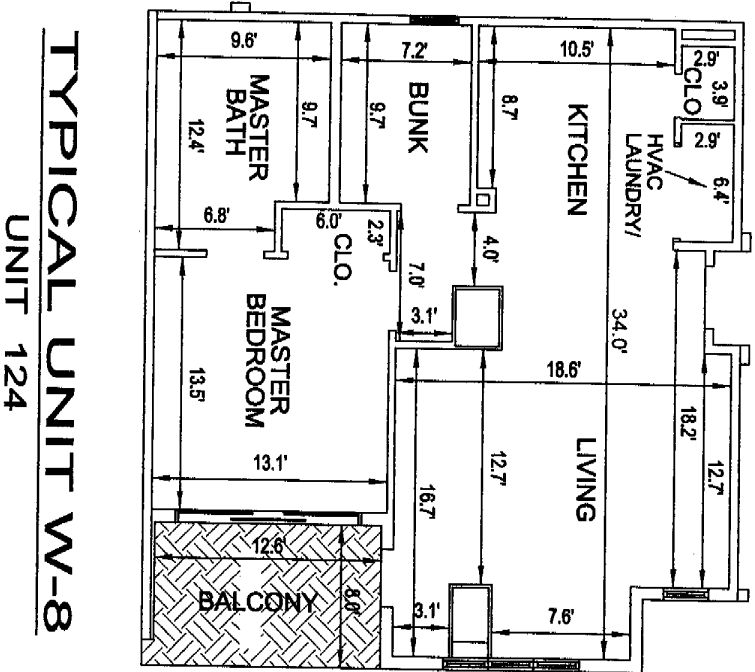
NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10'±.

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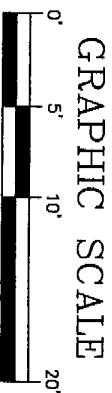


EMERALD COAST ASSOCIATES, INC.
4636 GULFSTAR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PLAT\EMERALD_GRAND_WEST_CONDOMINIUM\01-254CO.DWG

EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

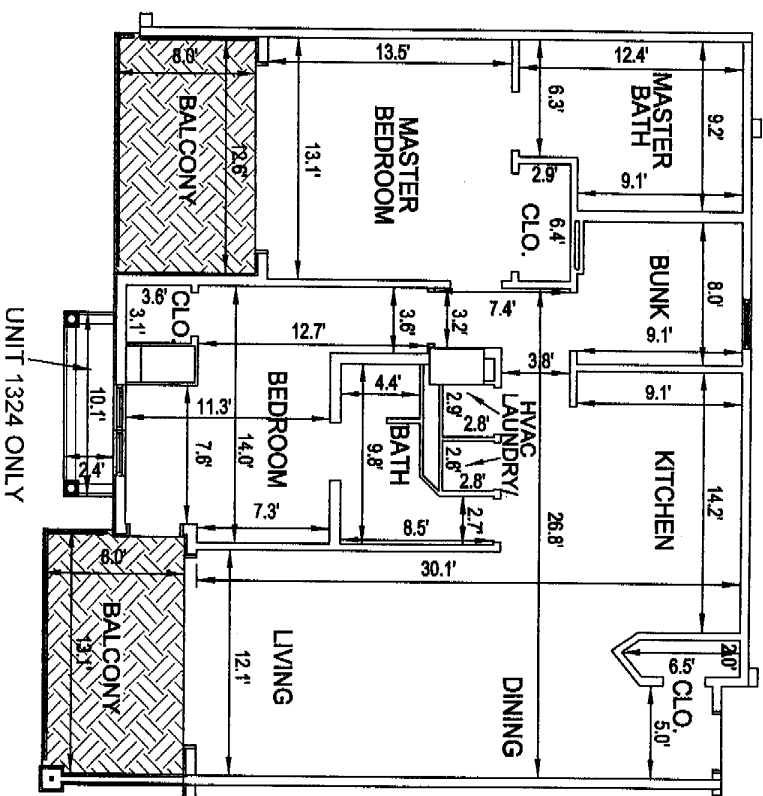


TYPICAL UNIT W-8
UNIT 124



LEGEND:

- CLO. = CLOSET
- ± = MORE OR LESS
- [Hatched Box] = LIMITED COMMON ELEMENT



TYPICAL UNIT W-9
UNIT 1324 ONLY

UNITS:

- 224 824
- 324 924
- 424 1024
- 524 1124
- 624 1224
- 724

NOTE:

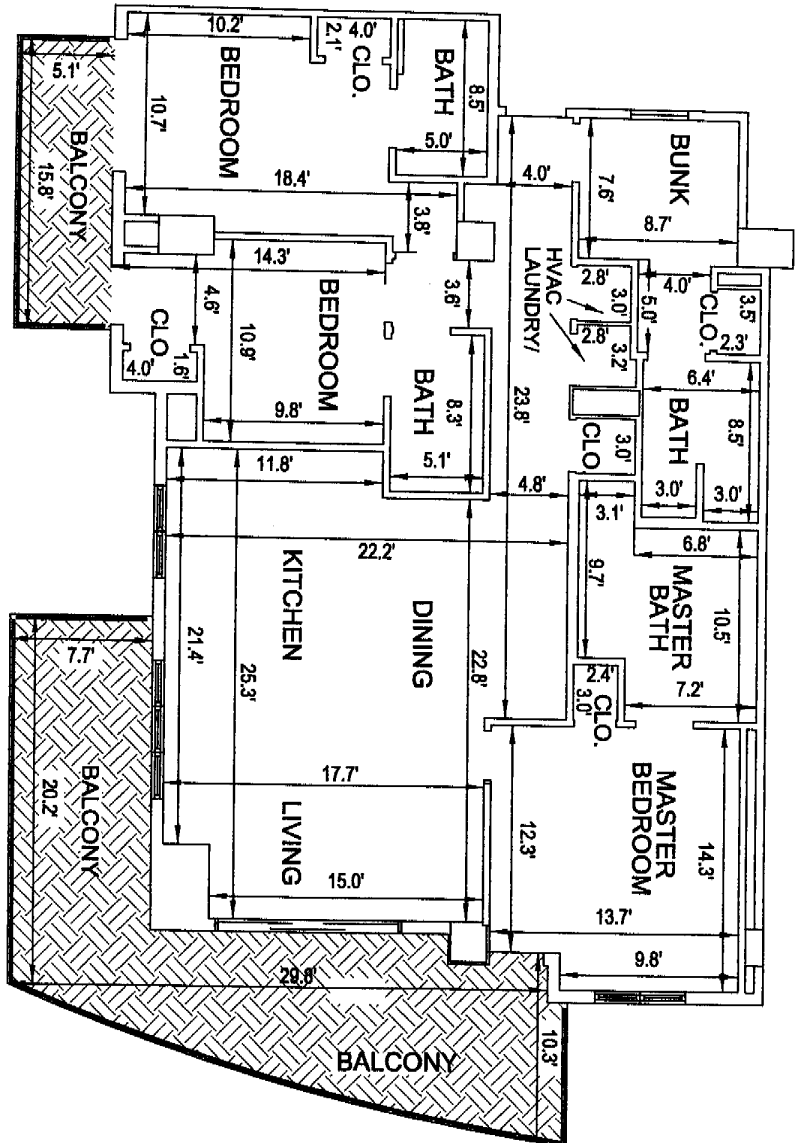
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10'±.

G:\PI\AT01\01-254 EMERALD GRANDE\05-08-07\EMERALD GRAND WEST-NEW.dwg 5/16/2007 10:03:50 AM Mike

EMERALD COAST ASSOCIATES, INC.
4638 GULFSTAR DRIVE
DESTIN, FLORIDA 32541
PROJECT: LON254
FILE: G:\PI\AT\EMERALD GRAND WEST CONDOMINIUM\01-254CO.DWG

EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

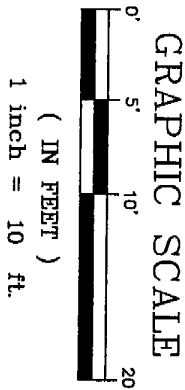
LEGEND:
CLO. = CLOSET
± = MORE OR LESS
[Hatched Box] = LIMITED COMMON ELEMENT



TYPICAL UNIT W-10

UNITS:
626
726
826
926

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10'±.



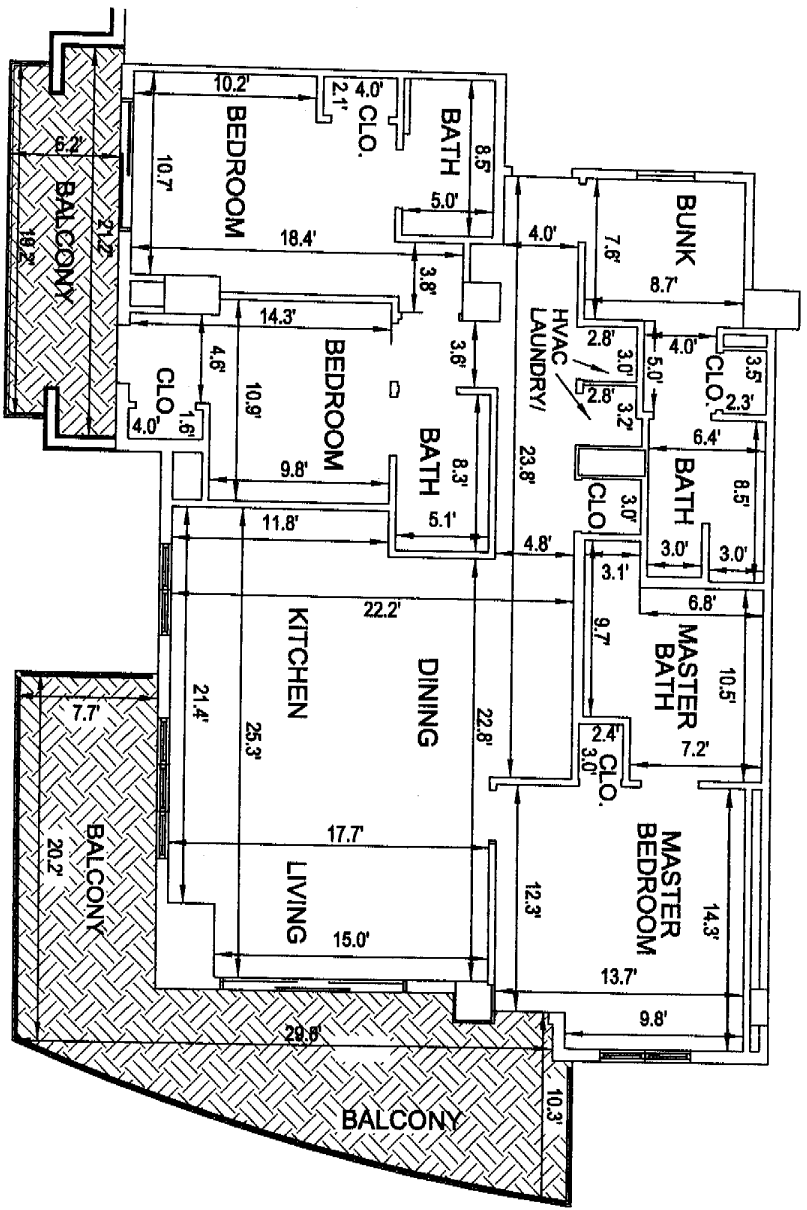
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EMERALD COAST ASSOCIATES, INC.
4636 GULFSTAR DRIVE
DESIGN, FLORIDA 32541
PROJECT: 01-254
FILE: C:\PLAT\EMERALD GRANDE WEST\CONDOMINIUM\01-254CO.DWG

EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

LEGEND:
CLO. = CLOSET
± = MORE OR LESS
[Hatched Box] = LIMITED COMMON ELEMENT

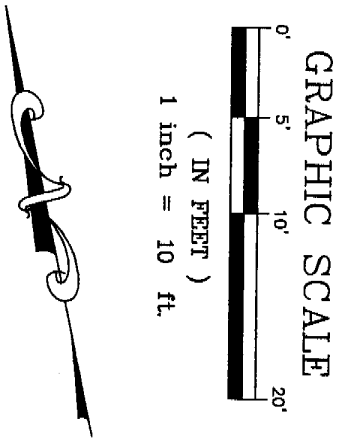


TYPICAL UNIT W-10

UNITS:

1026
1126
1226
1326

NOTE: UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10'±.

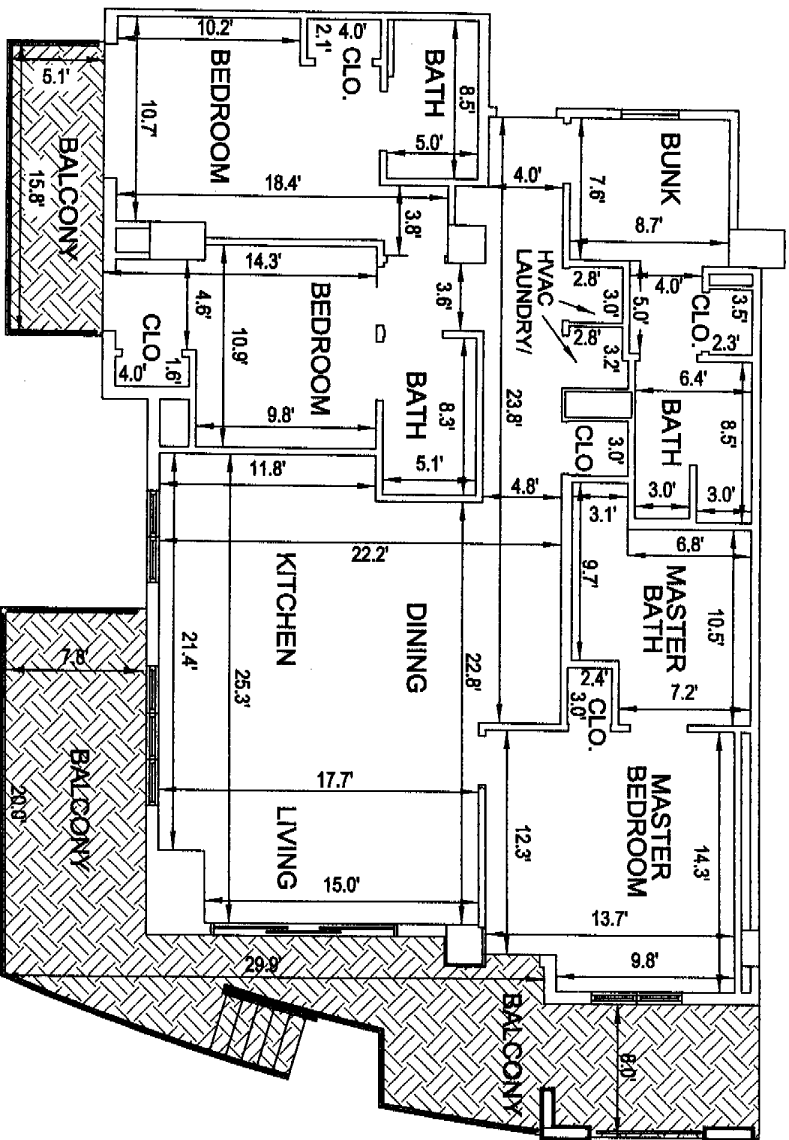


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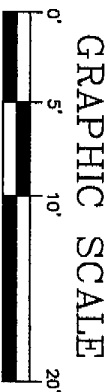
EMERALD COAST ASSOCIATES, INC.
 4636 GULFSTAR DRIVE
 DESTIN, FLORIDA 32541
 PROJECT: 01-254
 FILE: G:\PLAT\EMERALD_GRANDE_CONDOMINIUM\01-254\CO.DWG

LEGEND:
 CLO. = CLOSET
 ± = MORE OR LESS
 = LIMITED COMMON ELEMENT



TYPICAL UNIT W-10
 (MASTER PLAN LEVEL 6 ONLY)
 UNIT 126

NOTE:
 UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10"±.



EMERALD GRANDE WEST CONDOMINIUM
 IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
 OKALOOSA COUNTY, FLORIDA.

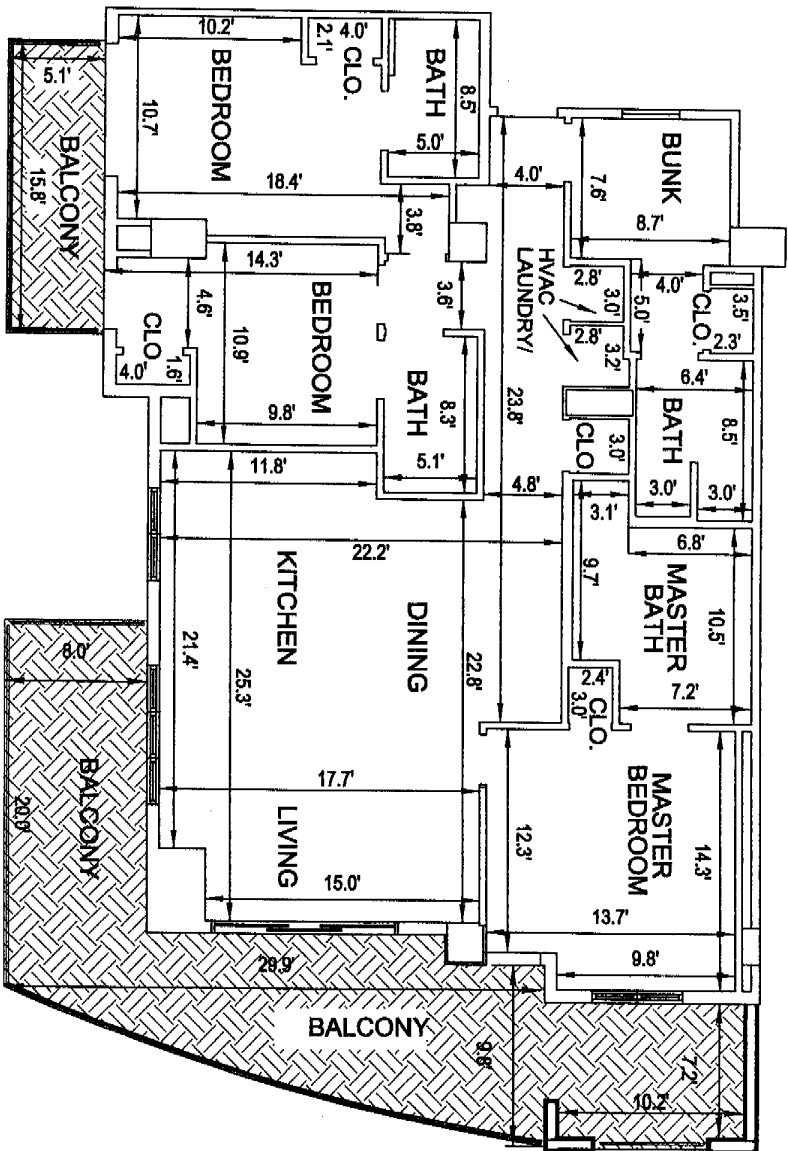
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EMERALD COAST ASSOCIATES, INC.
4836 GULFSTAR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PLAT\EMERALD_GRANDE_WEST.CONDOMINIUM\01-254.CDDWG

EMERALD GRANDE WEST CONDOMINIUM IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA.

LEGEND:
CLO. = CLOSET
± = MORE OR LESS
[Hatched Box] = LIMITED COMMON ELEMENT



TYPICAL UNIT W-10

UNITS:
226
326
426
526

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10'±.



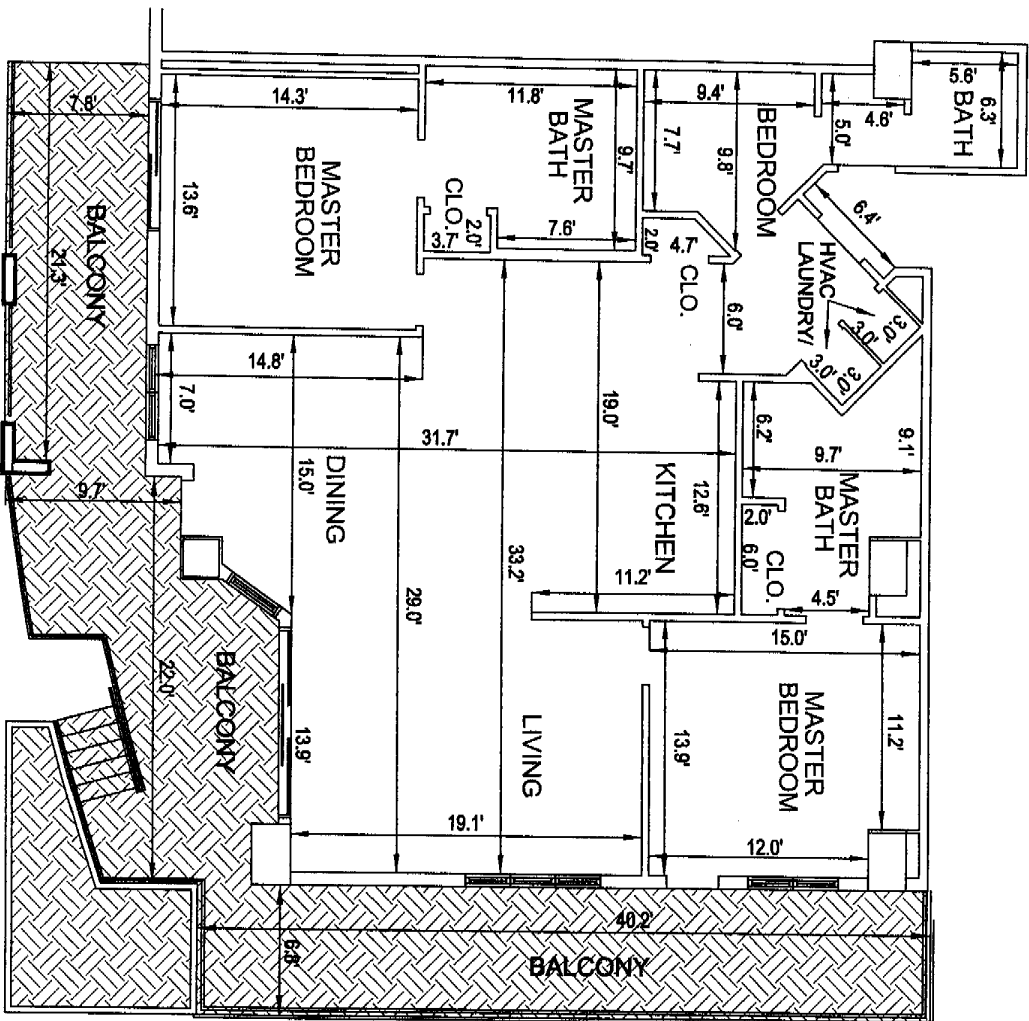
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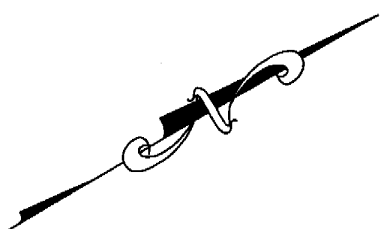
EMERALD COAST ASSOCIATES, INC.
 4638 GULF STAR DRIVE
 DESTIN, FLORIDA 32541
 PROJECT: 01-254
 FILE: G:\PI\AT\EMERALD GRAND WEST CONDOMINIUM\01-254CO.DWG

NOTE:
 UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10'±.

LEGEND:
 CLO. = CLOSET
 ± = MORE OR LESS
 = LIMITED COMMON ELEMENT



TYPICAL UNIT W-11
 (MASTER PLAN LEVEL 6 ONLY)
 UNIT 125



EMERALD GRANDE WEST CONDOMINIUM
 IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
 OKALOOSA COUNTY, FLORIDA.

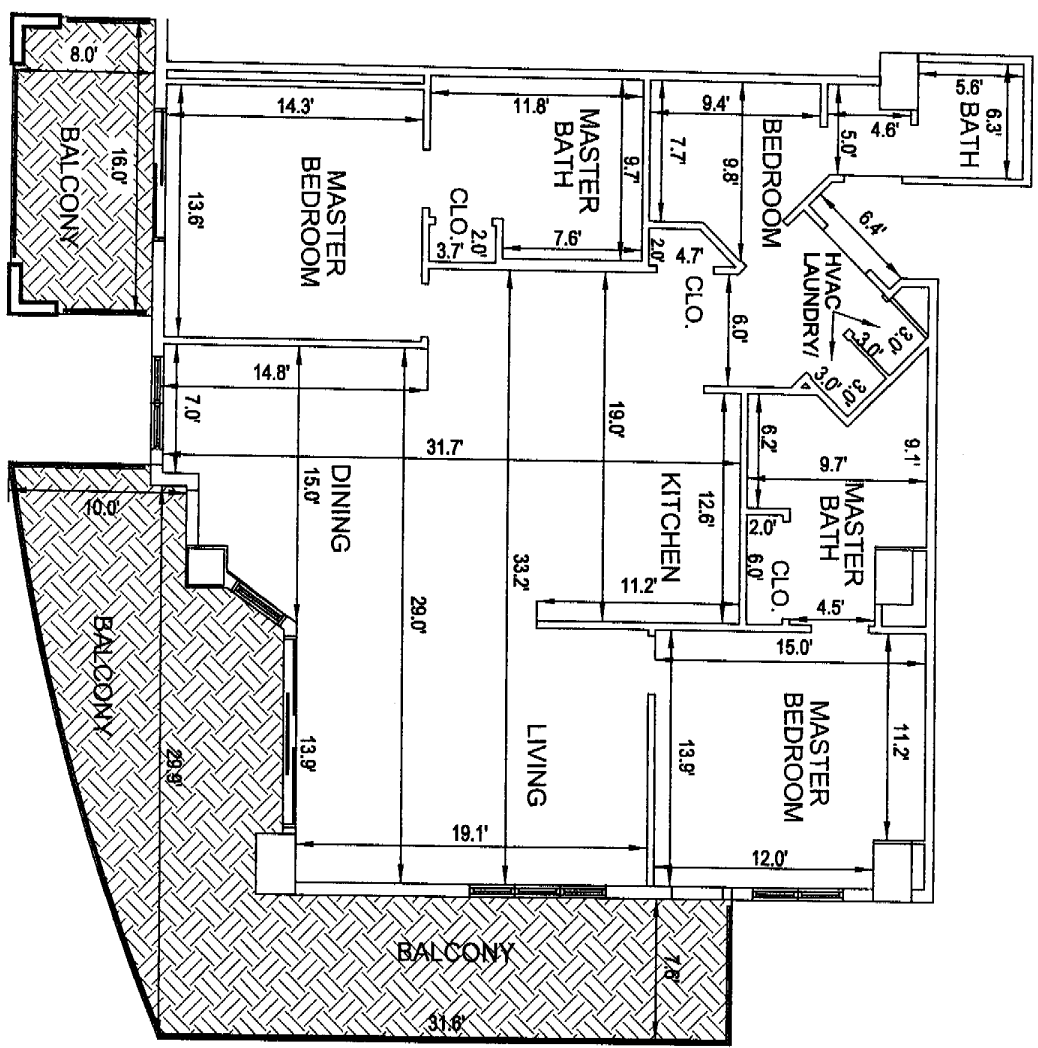
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EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

LEGEND:

- CLO. = CLOSET
- ± = MORE OR LESS
- [Hatched Box] = LIMITED COMMON ELEMENT

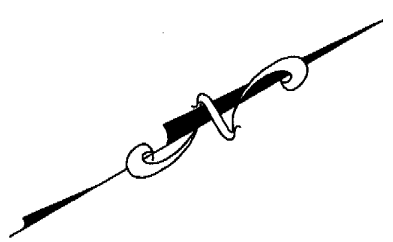
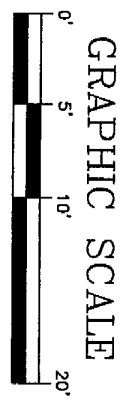
NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10'±.



TYPICAL UNIT W-11

UNITS:

525	925
625	1025
725	1125
825	1225
	1325



EMERALD COAST ASSOCIATES, INC.
4636 GULFSTAR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PLAT\EMERALD GRAND WEST CONDOMINIUM\01-254CO.DWG

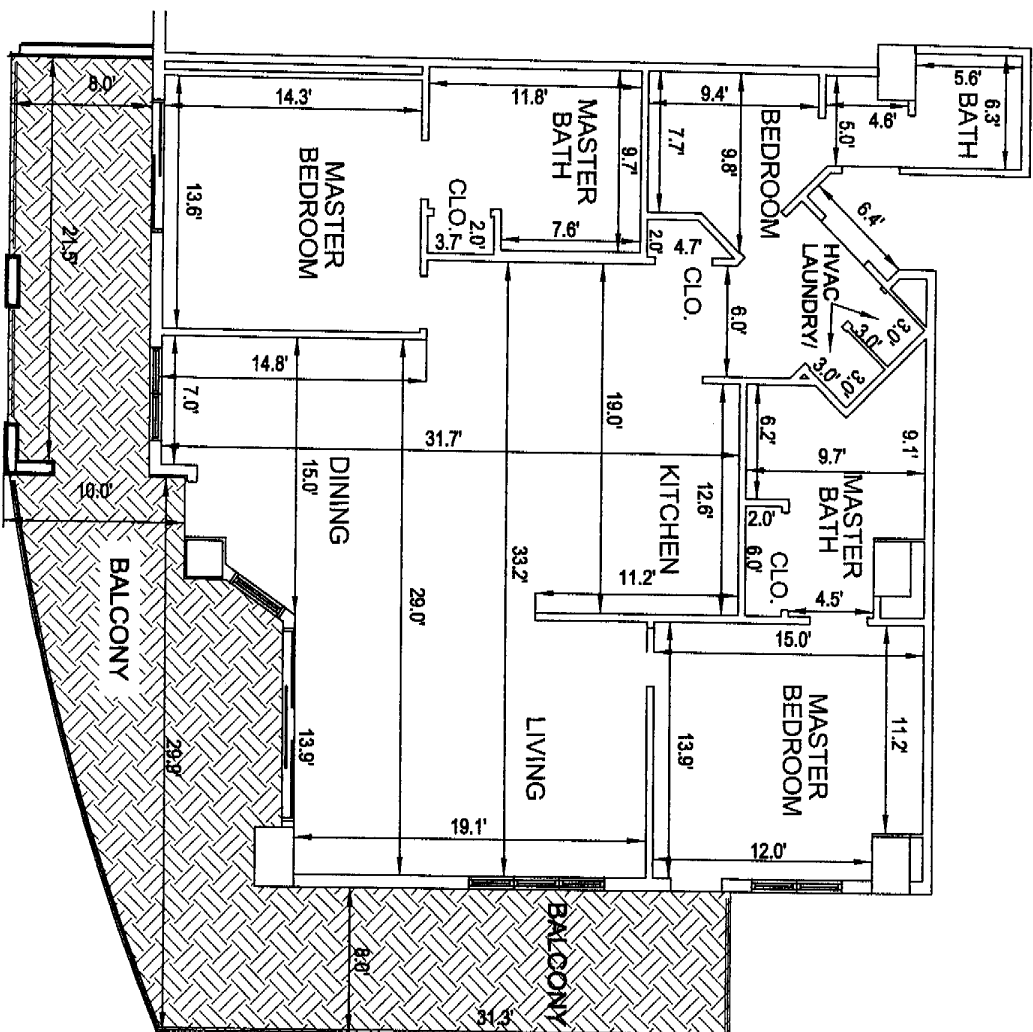
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EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

LEGEND:

- CLO. = CLOSET
- ± = MORE OR LESS
- [Hatched Box] = LIMITED COMMON ELEMENT

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10'±.

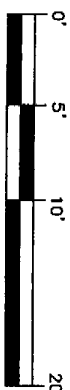


TYPICAL UNIT W-11

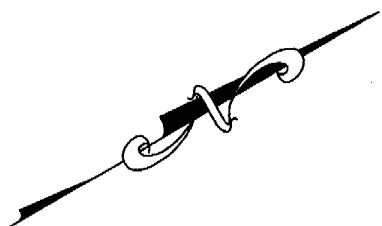
UNITS:

- 225
- 325
- 425

GRAPHIC SCALE



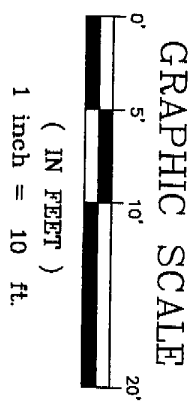
(IN FEET)
1 inch = 10 ft.



EMERALD COAST ASSOCIATES, INC.
4636 GULFSTAR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PLAT\EMERALD GRANDE WEST CONDOMINIUM\01-254CO.DWG

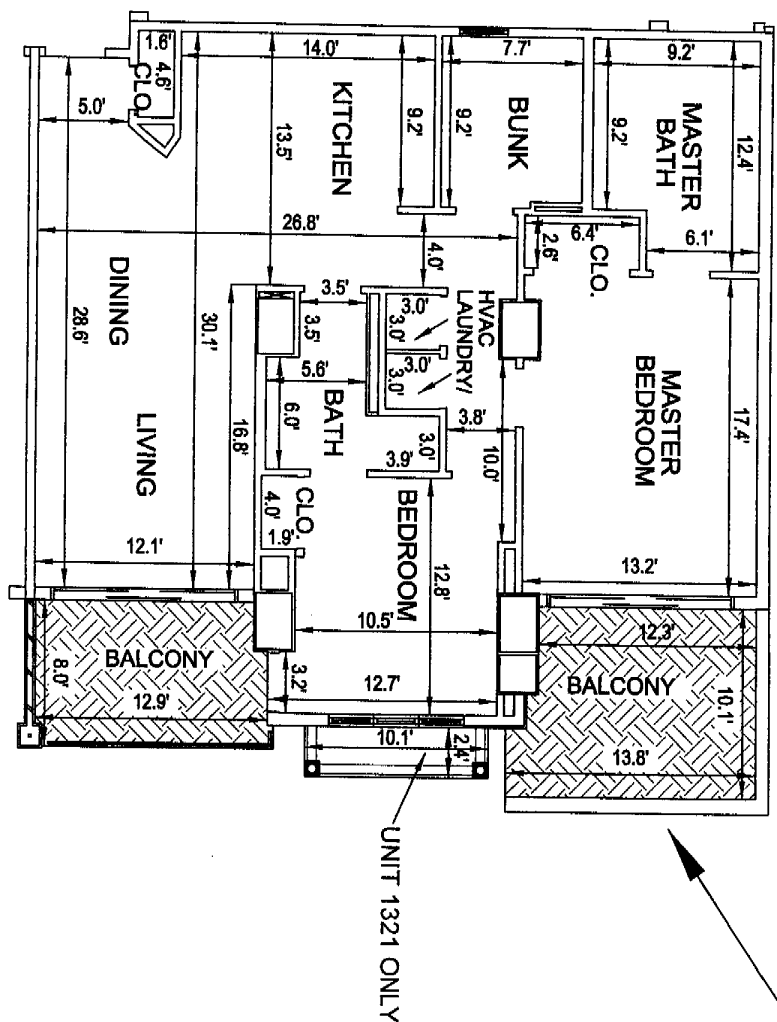
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EMERALD GRANDE WEST CONDOMINIUM
 IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
 OKALOOSA COUNTY, FLORIDA.



LEGEND:
 CLO. = CLOSET
 ± = MORE OR LESS
 [Hatched Box] = LIMITED COMMON ELEMENT

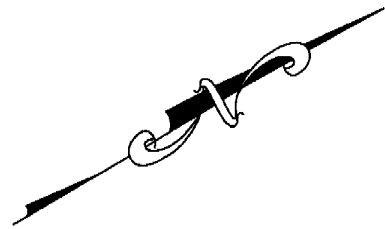
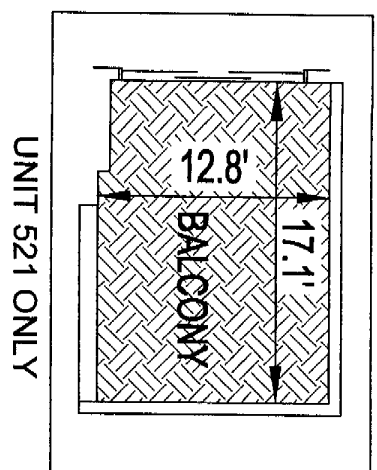
NOTE:
 UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10'±.



TYPICAL UNIT W-12

UNITS:

221	821
321	921
421	1021
521	1121
621	1221
721	1321



EMERALD COAST ASSOCIATES, INC.
 4636 GULFSTAR DRIVE
 DESTIN, FLORIDA 32541
 PROJECT: 01-254
 FILE: G:\PLAN\EMERALD GRANDE WEST CONDOMINIUM\01-254CO.DWG

G:\PLAT\01\01-254_FMEBALD_GRANDE\05-08-07\FMEBALD_GRAND_WEST-NEW.dwg, 5/16/2007 10:04:00 AM, Mike



EMERALD COAST ASSOCIATES, INC.
4836 GULFSTAR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PLAT\EMERALD_GRANDE_WEST_CONDOMINIUM\01-254CO.DWG

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10'±.

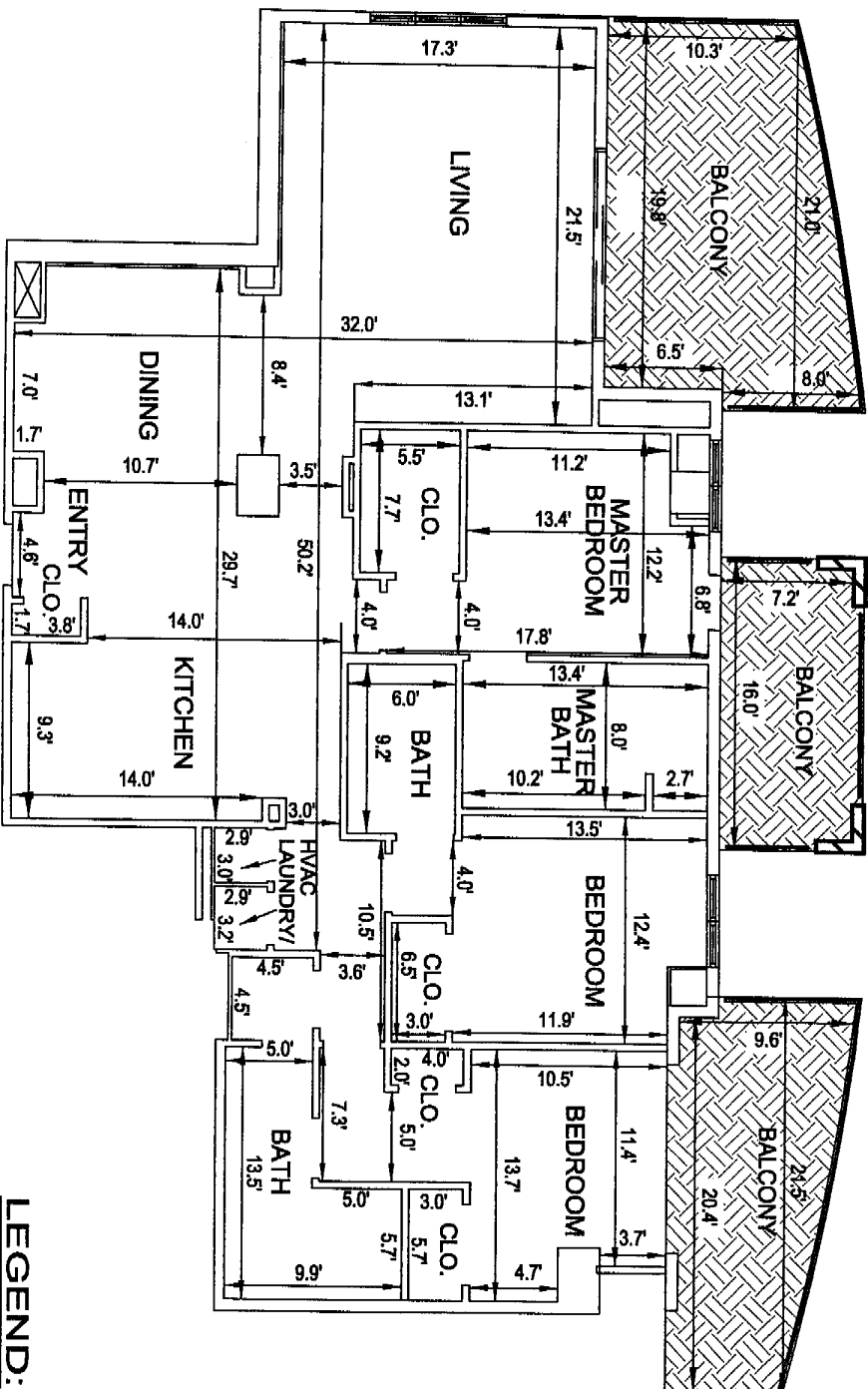
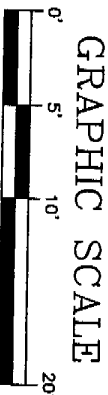
TYPICAL UNIT W-13

UNITS:

230
330
430
530
630
730
830
930

LEGEND:

CLO. = CLOSET
LAUN. = LAUNDRY
± = MORE OR LESS
[Hatched Box] = LIMITED COMMON ELEMENT



EMERALD GRANDE WEST CONDOMINIUM

IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

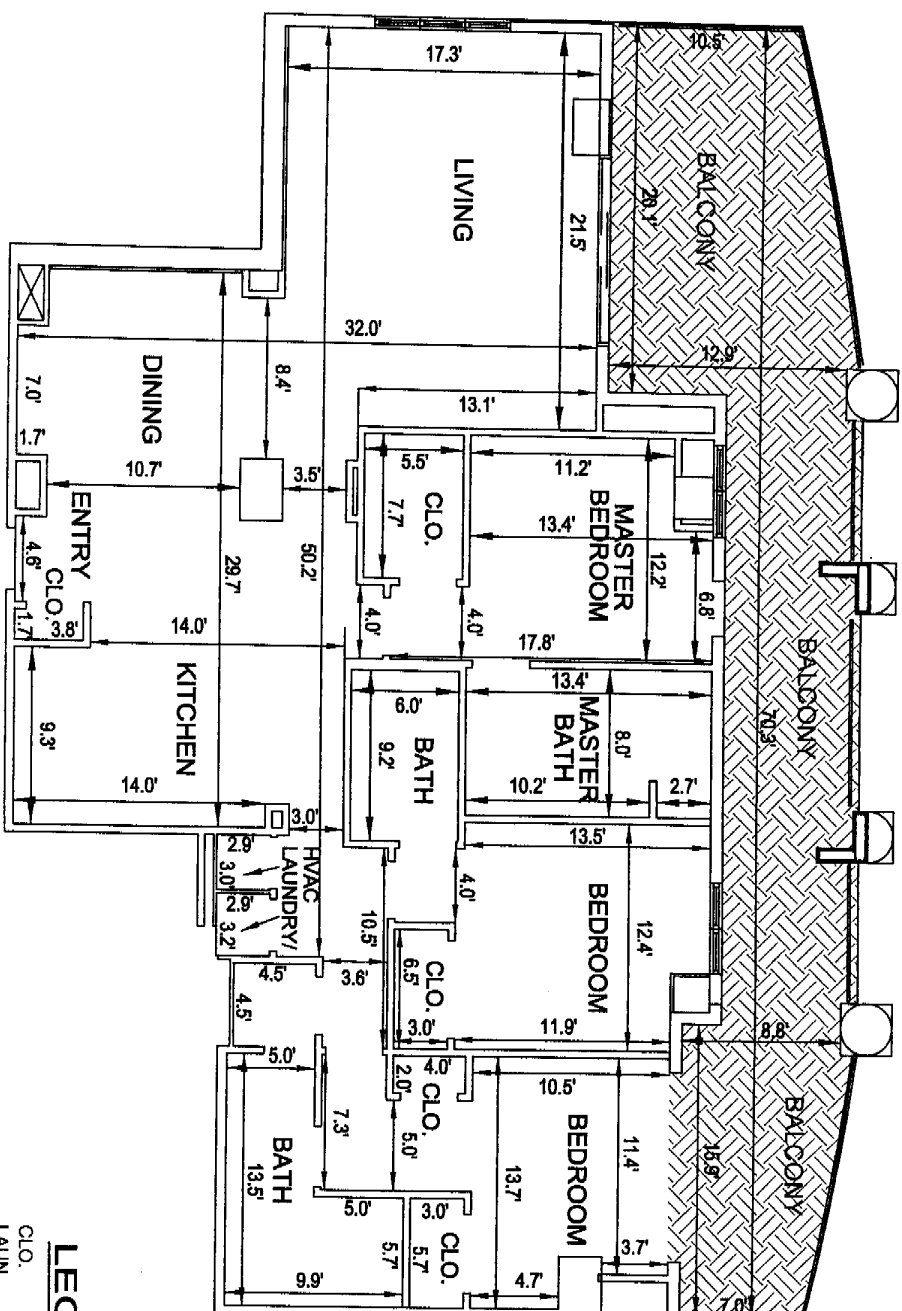
EMERALD GRANDE WEST CONDOMINIUM
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.



GRAPHIC SCALE



(IN FEET)
1 inch = 10 ft.



LEGEND:

- CLO. = CLOSET
- LAUN. = LAUNDRY
- ± = MORE OR LESS
- [Hatched Box] = LIMITED COMMON ELEMENT

TYPICAL UNIT W-13
(MASTER PLAN LEVEL 6 ONLY)
UNIT 130

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10'±.

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTAR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:\PLAT\EMERALD GRANDE WEST CONDOMINIUM\01-254CO.DWG

G:\PLAT\01\01-254 EMERALD GRANDE\05-08-07\EMERALD GRAND WEST-NEW.dwg 5/16/2007 10:04:01 AM Mike

EXHIBIT "B"

The initial copy of the Articles of Incorporation of the Association.



FLORIDA DEPARTMENT OF STATE
Division of Corporations

March 15, 2007

WENDY PARKER
4100 LEGENDARY DR SUITE 200
DESTIN, FL 32541

The Articles of Incorporation for EMERALD GRANDE WEST CONDOMINIUM ASSOCIATION, INC. were filed on March 15, 2007 and assigned document number N07000002718. Please refer to this number whenever corresponding with this office regarding the above corporation.

PLEASE NOTE: Compliance with the following procedures is essential to maintaining your corporate status. Failure to do so may result in dissolution of your corporation.

A corporation annual report must be filed with this office between January 1 and May 1 of each year beginning with the calendar year following the year of the filing/effective date noted above and each year thereafter. Failure to file the annual report on time may result in administrative dissolution of your corporation.

A federal employer identification (FEI) number must be shown on the annual report form prior to its filing with this office. Contact the Internal Revenue Service to insure that you receive the FEI number in time to file the annual report. To obtain a FEI number, contact the IRS at 1-800-829-3676 and request form SS-4 or by going to their website at www.irs.ustreas.gov.

Should your corporate mailing address change, you must notify this office in writing, to insure important mailings such as the annual report notices reach you.

Should you have any questions regarding corporations, please contact this office at the address given below.

Justin M Shivers, Document Specialist
New Filing Section

Letter Number: 107A00018265

ARTICLES OF INCORPORATION
OF
EMERALD GRANDE WEST CONDOMINIUM
ASSOCIATION, INC.
(a corporation not-for-profit)

FILED
07 MAR 15 PM 1:33
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

All terms used in these Articles of Incorporation of Emerald Grande West Condominium Association, Inc. (the "**Articles**") will have the same meaning as the identical terms used in the Declaration of Condominium of Emerald Grande West Condominium (the "**Declaration**"), unless the context otherwise requires.

ARTICLE I

Name

The name of the corporation will be Emerald Grande West Condominium Association, Inc. For convenience this corporation will be referred to as the "Association."

ARTICLE II

Purposes

1. The purpose for which the Association is organized is to manage, operate and maintain a condominium to be known as Emerald Grande West Condominium (the "**Condominium**") in accordance with the Declaration, and for any other lawful purpose.

2. The Association will have no capital stock and will make no distribution of income or profit to its members, directors or officers.

ARTICLE III

Powers

1. The Association will have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles, together with such additional specific powers as are contained in the Bylaws or Declaration, and all other powers reasonably necessary to implement the purpose of the Association.

2. All funds and the titles to all property acquired by the Association and the proceeds thereof must be held only for the benefit of the members in accordance with the provisions of the Condominium Documents.

3. The powers of the Association will be subject to and will be exercised in accordance with the provisions of the Declaration.

ARTICLE IV

Members

The qualifications of members, the manner of their admission to the Association, and voting by members will be as follows:

1. All Owners are members of this Association, and no other persons or entities are entitled to membership. Each Owner will be entitled to vote in accordance with the Bylaws.

2. Changes in membership in the Association will be established by the recording in the Public Records of Okaloosa County, Florida, of a deed or other instrument establishing a change of record title to a Unit and the delivery to the Association of a copy of such recorded instrument. The new Owner designated by such instrument will thereby become a member of the Association. The membership of the prior Owner will be thereby terminated.

3. 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 the member's Unit.

ARTICLE V

Directors

1. The affairs of the Association will be managed by a board of directors consisting of five (5) members.

2. Directors of the Association must be appointed or elected at the annual meeting of the members in the manner determined by the Bylaws.

ARTICLE VI

Indemnification

Every director and every officer of the Association must be indemnified by the Association against all expenses and liabilities, including attorneys' and other professionals' fees, reasonably incurred by or imposed upon such officer or director in connection with any proceeding to which he or she may be a party, or in which such officer or director may become involved by reason of his or her being or having been a director or officer 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 or her duties; provided, that in the event of a settlement, the indemnification herein will apply only when the Board has approved such settlement and reimbursement as being in the best interests of the Association. The foregoing indemnification will be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VII

Bylaws

The Bylaws will be adopted by the Board and may be altered, amended or rescinded as provided in the Bylaws.

ARTICLE VIII

Amendments

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

1. Notice of the subject matter of a proposed amendment must be included in the notice of any meeting at which a proposed amendment is considered.
2. Until the first election of a majority of directors by members other than the Developer, proposal of an amendment and approval thereof will require the affirmative action of three-fifths (3/5) of the entire membership of the Board, and no meeting of the members nor any approval thereof is required, unless such meeting or approval is required by the Declaration or Chapter 718, *Florida Statutes*.
3. After the first election of a majority of directors by members other than the Developer, a resolution approving a proposed amendment may be proposed by either the Board or by the members of the Association, and after being proposed and approved by one of such bodies, requires the approval of the other body. Except as otherwise provided herein, such approvals must be by not less than three-fifths (3/5) of

the entire membership of the Board and by not less than a majority vote of all of the Owners. Directors and the members not present at the meeting considering the amendment may express their approval in writing ten (10) days after such meeting.

4. Once adopted, an amendment will be effective when filed with the Secretary of State of the State of Florida and recorded in the Public Records of Okaloosa County, Florida.

5. Notwithstanding the foregoing, these Articles may be amended by the Developer as may be required by any governmental entity; as may be necessary to conform these Articles to any governmental statutes; as may be in the best interests of the Association; or as the Developer may deem appropriate, in its sole discretion, to carry out the purposes of the project and to expand or enhance the Condominium.

ARTICLE IX

Term

The term of the Association is the life of the Condominium. The Association will be terminated by the termination of the Condominium in accordance with the Declaration.

ARTICLE X

Incorporator

The name and address of the incorporator to these Articles of Incorporation is as follows:

Name

Emerald Grande, Inc.

Address

4100 Legendary Drive
Suite 200
Destin, Florida 32541

ARTICLE XII

Registered Agent

The Association hereby appoints Mitchell W. Legler as its Registered Agent to accept service of process within this state, with the Registered Office located at 300A Wharfside Way, Jacksonville, Florida 32207.

ARTICLE XII

Principal Office

The address of the principal office and the mailing address of the Association shall be 10 Harbor Boulevard, Destin, Florida 32541, or at such other place as may be subsequently designated by the Board. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by Chapter 718.

IN WITNESS WHEREOF the incorporator has hereto affixed to these Articles of Incorporation the incorporator's signature this 6th day of March, 2007.

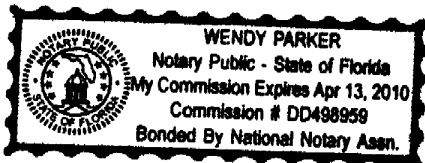
Emerald Grande, Inc.

By: 
Peter H. Bos, President

STATE OF FLORIDA)
) SS.
COUNTY OF OKALOOSA)

The foregoing instrument was acknowledged before me this 6th day of March, 2007, by Peter H. Bos as President of Emerald Grand, Inc., a Florida corporation on behalf of the corporation. He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)




(Notary Signature)
Wendy Parker
(Notary Name Printed)
NOTARY PUBLIC
Commission No. _____

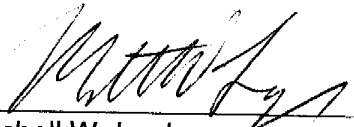
REGISTERED AGENT CERTIFICATE

In pursuance of the Florida Not-For-Profit Corporation Act, the following is submitted, in compliance with said statute:

That Emerald Grande West Condominium Association, Inc., desiring to organize under the laws of the State of Florida, with its registered office, as indicated in the Articles of Incorporation at the City of Destin, County of Okaloosa, State of Florida, has named **Mitchell W. Legler**, located at 300A Wharfside Way, Jacksonville, Florida 32207, as its registered agent to accept service of process and perform such other duties as are required in the State.

ACKNOWLEDGMENT:

Having been named to accept service of process and serve as registered agent for the above-stated Corporation, at the place designated in this Certificate, the undersigned, by and through its duly elected officer, hereby accepts to act in this capacity, and agrees to comply with the provision of said statute relative in keeping open said office, and further states that it is familiar with §617.0501, *Florida Statutes*.


 Mitchell W. Legler

Date: March 6, 2007

FILED
 07 MAR 15 PM 1:23
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

EXHIBIT "C"

The initial copy of the Bylaws of the Association.

BYLAWS
OF
EMERALD GRANDE WEST CONDOMINIUM ASSOCIATION, INC.

a nonprofit corporation
under the laws of the State of Florida

All terms used in these Bylaws of Emerald Grande West Condominium Association, Inc. ("**Bylaws**") will have the same meaning as the identical terms used in the Declaration of Condominium of Emerald Grande West Condominium ("**Declaration**"), unless the context otherwise requires. In the event of a conflict between these Bylaws and the Declaration, the Declaration will prevail.

I. IDENTITY

These are the Bylaws of Emerald Grande West Condominium Association, Inc., a nonprofit corporation under the laws of the State of Florida ("**Association**"), and under the Articles of Incorporation ("**Articles of Incorporation**") which have been filed in the office of the Florida Secretary of State. The Association has been organized for the purpose of administering a condominium upon certain lands in Okaloosa County, Florida, known as Emerald Grande West Condominium ("**Condominium**"), in accordance with the Declaration.

1. The principal office of the Association is at 10 Harbor Boulevard, Destin, Florida 32541, or at such other place as may be designated by the Board from time to time.
2. The fiscal year of the Association is the calendar year.
3. The seal of the corporation will bear the name of the corporation, the word "Florida," the words "Not-for-profit Corporation," and the year of incorporation.

II. MEMBERS' MEETINGS

1. The annual members' meeting will be held during the first week of November, or at such time, place, and date as may be designated by the Board, for the purpose of electing directors and of transacting any other business authorized to be transacted by the members or the Condominium Documents.
2. Special members' meetings will be held whenever called by the president or vice-president or by a majority of the Board, at such time, place and date as may be designated by the Board, and must be called by such officers upon receipt of a written request from forty percent (40%) of the voting interests except as provided for in Article III and Article VI below.
3. Notice of all members' meetings stating the time and place and the agenda for which the meeting is called will be mailed to each member, unless waived in writing. Such notice will be sent in writing to each member at his address as it appears on the books of the Association and will be sent by mail to each member not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. An affidavit executed by the secretary attesting to the mailing or the post office certificate of mailing will be retained in the records of the Association as proof of such mailing. In addition, a notice of the meeting will be posted at a conspicuous place on the Condominium Property, which location will be duly adopted by rule by the Board, upon notice to the Owners, at least fourteen (14) continuous days prior to said meeting. An affidavit executed by the secretary attesting to the posting of the notice on the Condominium Property, which affidavit may be the same affidavit attesting to the mailing of notices, will be retained in the records of the Association as proof of such posting. Members may waive notice of specific meetings and may take action by written agreement without meetings for those matters which are

specifically provided for in the Condominium Documents or by statute. Any member's attendance at a meeting will constitute a waiver of the notice of that meeting. Mortgagees, as that term is defined in the Declaration, will, upon prior written request, be entitled to receive notice of all members' meetings. Failure to provide such notice does not invalidate any action taken at an otherwise properly noticed meeting. Where assessments against members are to be considered for any reason at a members' meeting, the notice will contain a statement that assessments will be considered and will specify the nature of any such assessment.

4. The presence in person or by proxy of members representing thirty percent (30%) of the total voting interests eligible to vote constitutes a quorum, and except as otherwise provided in these Bylaws, approvals or actions given or taken by the Owners shall be given or taken in accordance with Section 9.7 of the Declaration. Notwithstanding anything in these Bylaws to the contrary, the provisions of this Section 4 shall only be amended by the vote of sixty-seven percent (67%) of all of the voting interests of the Association.

5. All Owners are members of the Association, and no other persons or entities are entitled to membership. Each Owner is of a Residential Unit is entitled to one (1) vote for each Residential Unit owned at Association meetings.

The vote of the Owner must be cast by its voting representative. Voting representatives for Units owned by more than one person or by a corporation or other entity must be cast by the voting representative named in a voting certificate signed or accepted by all of the Owners of that Unit and filed with the secretary of the Association. Each voting certificate will be valid until revoked by a subsequently executed and filed voting certificate. Notwithstanding anything in these Bylaws to the contrary, the number of votes allocated to each Owner as set forth in this Section 5, is an appurtenance to the Owner's Unit. Consequently no changes or amendments may be made to the number of votes allocated to each Owner without the unanimous approval of all of the Owners.

6. Votes may be cast in person or by proxy in accordance with §718.112(2)(b)2., *Florida Statutes*. Any proxy given is effective only for the specific meeting for which originally given and any lawfully adjourned meetings of such meetings and must be filed with the secretary at or before the appointed time of the meeting. Each proxy must specifically set forth the name of the person voting by proxy, the name of the person authorized to vote the proxy, and the date the proxy was given. Each proxy must contain the date, time and place of the meeting for which the proxy is given, and if a limited proxy, set forth those items which the holder of the proxy may vote and the manner in which the vote is cast. In no event will any proxy be valid for a period of longer than ninety (90) days after the date of the first meeting for which the proxy was given. Every proxy is revocable at any time at the pleasure of the member executing it. If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in the member's place. If such provision is not made, substitution is not authorized.

7. Approval or disapproval of a member upon any matter, whether or not the subject of an Association meeting, must be by the same person, corporation or other entity who would cast the vote of such member if in an Association meeting.

8. If any meeting of members cannot be organized because a quorum has not been achieved, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

9. Unless modified by the Board or the members, the order of business at annual members' meetings and, as far as practicable at all other members' meetings, is as follows:

- A. Collection of Ballots
- B. Call to order.
- C. Election of chairman of the meeting.
- D. Calling of the roll and certifying of proxies.
- E. Proof of notice of meeting or waiver of notice.
- F. Reading and disposal of any unapproved minutes.
- G. Report of officers.
- H. Report of committees.

- I. Election of directors.
- J. Unfinished business.
- K. New business.
- L. Adjournment.

Notwithstanding the foregoing, if any item listed above is not relevant to a particular meeting, as determined by the Board in the Board's sole and absolute judgment, such item will not be required to be addressed at that particular meeting.

10. For so long as the Developer holds Units for sale or lease in the ordinary course of business, none of the following actions may be taken without the prior approval in writing by the Developer:

- A. Assessment of the Developer as the Owner of Units for capital improvements;
- B. Any action by the Association that would be detrimental to the sale or lease of Units by the Developer;
- C. Any other action by the Association for which the Condominium Documents require the prior written approval of the Developer.

III. DIRECTORS

1. The affairs of the Association are managed by a board of directors who will be members of the Association, excepting that directors appointed by the Developer and to fill Developer seats on the Board and the first Board and their successors appointed by the remaining directors (in the event of vacancies occurring before the first election of a majority of directors by members) need not be members. The initial Board will consist of five (5) directors, and thereafter the membership of the Board will consist of five (5) directors. Where Units are owned by corporations, the officers, directors, employees or other appointed representatives of said corporations are eligible to serve on the Board on behalf of the corporation. Notwithstanding anything in these Bylaws to the contrary, the provisions of this Section 1 may only be amended by a vote of sixty-seven percent (67%) of all of the voting interests of the Association.

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

A. Members of the Board are elected by written ballot or voting machine. Proxies may not in any event be used in electing the Board, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless specifically allowed by Chapter 718. Not less than sixty (60) days before a scheduled election, the Association will mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each Owner entitled to vote, a first notice of the date of the election. Any Owner or other eligible person desiring to be a candidate for the Board must give written notice to the Association not less than forty (40) days before a scheduled election. Not less than fourteen (14) days and no more than thirty-four (34) days before the election, the Association will mail or deliver a second notice of the election to all Owners entitled to vote in the election, together with a ballot listing all candidates. Upon request of a candidate, the Association will include an information sheet, no larger than 8 ½ inches by 11 inches, which must be furnished by the candidate not less than thirty five (35) days before the election, to be included with the mailing of the ballot, with costs of mailing and copying to be borne by the Association. However, the Association has no liability for the contents of the information sheets prepared by the candidates. Elections are decided by a plurality of those ballots cast. There is no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of members of the Board. There is no cumulative voting.

B. Vacancies on the Board may be filled by the remaining directors subject to the provisions of Paragraphs 2(C) and 12 of this Article. A director appointed to fill a vacancy in office will serve the remainder of the term of the office to which he is appointed.

C. The initial directors will be appointed by the Developer and will serve until the first election of directors.

Unless applicable law is subsequently amended to permit a longer period of control of the Board by the Developer (in which case such applicable law will govern at the option of the Developer and the Developer may amend these Bylaws to provide for such longer period):

(1) When Owners other than the Developer own fifteen percent (15%) or more of the Units in the Condominium that will be operated ultimately by the Association, the Owners other than the Developer shall be entitled to elect no less than one-third (1/3) of the members of the Board.

(2) Owners other than the Developer are entitled to elect not less than a majority of the members of the Board:

(a) three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(b) three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(c) when all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

(d) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

(e) seven (7) years after recordation of the Declaration, whichever occurs first.

(3) The Developer is entitled to elect at least one (1) member of the Board as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units that will ultimately be operated by the Association, if such number of Units is less than 500; and (ii) two percent (2%) of the Units that will ultimately be operated by the Association, if such number of Units is greater than 500. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Owner except for purposes of reacquiring control of the Association or selecting the majority of members of the Board.

(4) As to the election of directors pursuant to Subparagraphs (1), (2), and (3) above, within seventy-five (75) days after Owners other than the Developer are entitled to elect members of the Board, the Association will call and give not less than sixty (60) days' notice of an election for the members of the Board. The election will proceed pursuant to Article III, Section 2, above.

(6) Nothing in this Paragraph C should be construed so as to preclude the Developer from relinquishing control of the Board at any earlier time the Developer may so elect.

(7) Except as otherwise permitted in this Paragraph C, the provisions of Subparagraphs (1), (2), and (3) above may only be amended by the vote of sixty-seven percent (67%) of all of the voting interests of the Association.

3. Members of the Board who are elected by Owners other than the Developer at the annual meeting of members serve for one (1) year until the next annual meeting of the members and thereafter until a successor is duly elected or qualified or until the director is removed in the manner elsewhere provided.

4. The organizational meeting of a newly elected Board will be held within ten (10) days of the election at such place and time as will be fixed by the Board at the meeting at which the directors were elected, and no further notice of the organizational meeting will be necessary provided that a quorum is present.

5. Regular meetings of the Board may be held at such time and place as will be determined from time to time by a majority of the directors. Notice of regular meetings will be given to each director, personally, by facsimile upon confirmation of receipt, by mail, telephone or telegraph at least three (3) days prior to the date named for such meeting unless such notice is waived. Notice of all meetings of the Board will be continuously posted in a conspicuous place on the Condominium Property for the benefit of members at least forty-eight (48) hours in advance of such meeting, except in an emergency. An affidavit executed by the secretary attesting to the delivery of notice to each director and the posting of notice on the Condominium Property will be retained in the records of the Association as proof of such mailing. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action will be noticed and ratified at the next regular meeting of the Board. Notwithstanding anything in this Section to the contrary, if a meeting of the Board at which nonemergency special assessments, or at which amendment to rules regarding Unit use will be considered is called, notice will be mailed or delivered to the Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting. Upon notice to the Owners, the Board will by duly adopted rule designate a specific location on the Condominium Property or Association Property upon which all notices of Board meetings will be posted. All meetings of the Board are open to all members of the Association. The Board may adopt reasonable rules governing the frequency, duration, and manner of Owner statements.

6. Special meetings of the Board may be called by the chairperson of the Board or the president and must be called by the secretary at the written request of one-third (1/3) of the votes of the Board. Not less than three (3) days' notice of the meeting will be given to the directors personally or by mail, telephone or telegraph, which notice will state the time, place and purpose of the meeting.

7. Any director may waive notice of a meeting before or after the meeting, and such waiver will be deemed equivalent to the giving of notice. Any director's attendance at a meeting constitutes a waiver of the notice of that meeting.

8. A quorum at Board meetings consists of the directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of votes present constitute the acts of the Board except as specifically otherwise provided in the Declaration. If at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. Once a quorum is present, the meeting may resume and any business which might have been transacted at the meeting as originally called may be transacted without further notice.

9. The presiding officer of Board meetings is the president of the Association. In the absence of the president the vice-president presides unless the Board votes otherwise.

10. Directors' fees, if any, will be determined by the members of the Association, and no director will receive a fee prior to the election of a majority of the members of the Board by Owners other than the Developer.

11. Owner directors may be removed from the Board pursuant to §718.112(2)(j), *Florida Statutes*.

12. Any vacancies in office occurring prior to an election will be filled by the remaining directors (even if the remaining directors constitute less than a quorum); provided, however, that any director who is appointed by the Developer may be removed by the Developer at any time. Upon such removal of a director appointed by the Developer, or upon the resignation of a director appointed by the Developer, the Developer will immediately appoint a replacement director and notify the remaining directors, if any, of such removal/resignation and appointment.

13. If a vacancy or vacancies on the Board results in an inability to obtain a quorum of directors in accordance with these Bylaws, any Owner may apply to the Circuit Court within whose jurisdiction the Condominium lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Owner shall mail to the Association and post in a conspicuous place on the Condominium Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancy(ies), the Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these Bylaws.

IV. POWERS AND DUTIES OF THE BOARD

All of the powers and duties of the Association will be exercised by the Board including those existing under the common law, statutes, and the Condominium Documents, except as otherwise provided in these Bylaws, statutes, and the Condominium Documents. Such powers and duties of the Board will be exercised in accordance with the provisions of the Declaration which governs the use of the land, and will include, but not be limited to, the following:

1. To adopt a budget and to make and collect assessments against Owners to defray the costs of operating the Condominium.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. To maintain, manage, repair, replace and operate the Condominium Property, including but not limited to, obtaining and maintaining adequate insurance to protect the Association and the Condominium Property.
4. To reconstruct improvements after casualty and to construct further improvements to the Condominium Property.
5. To promulgate and amend the Condominium Rules and Regulations respecting the use of Condominium Property. Such rules and regulations may be promulgated by the Board at any duly noticed meeting of the Board or of the members.
6. To enforce by legal means the provisions of the Condominium Documents.
7. To contract for management of the Condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Condominium Documents to have approval of the Board or members of the Association. Notwithstanding any provisions contained in these Bylaws to the contrary, it is the intent of these Bylaws that the contract for the management of the Condominium may only be terminated in accordance with §718.302, *Florida Statutes*.
8. To pay taxes and assessments which are liens against any part of the Condominium, and to assess the same against the Owner subject to such liens.
9. To pay the cost of all power, water, sewer, and other utility services rendered to the Condominium and not billed to Owners of individual Units.
10. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association, including, but not limited to, accountants and attorneys.
11. To bond any or all employees, officers, and directors of the Association, for which the Association will bear the costs.

12. To maintain, manage, repair, replace, and operate the property of the single condominium resulting from a merger of this Condominium with another independent and separate condominium pursuant to the merger provisions of the Declaration.

13. To maintain all books and records concerning the Condominium including, but not limited to, the maintenance of a complete list of the names and addresses of all Owners, a copy of which will be provided to the Division of Florida Land Sales, Condominiums and Mobile Homes upon request.

14. To lease non-Condominium Property for the Association as lessee, and Condominium Property, including Common Elements, for the Association as lessor, in accordance with the Declaration.

15. To convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

16. To respond in writing to an Owner who has filed a written inquiry by certified mail with the Board within thirty (30) days of receipt of the inquiry in accordance with §718.112(2)(a)2., *Florida Statutes*.

17. To accept a certificate of compliance from a licensed electrical contractor or electrician as evidence of compliance of the Units with the applicable fire and life safety code.

18. To contract for the purchase, lease, or rental of materials or equipment or the provision of services for the Condominium. Any contract which is not fully performed within one (1) year from the making thereof, for the purchase, lease, or rental of materials or equipment to be used by the Association in accomplishing its purposes, and all contracts for the provision of services, shall be in writing. Where a contract for purchase, lease, or rental of materials or equipment, or for the provision of services, requires payment by the Association on behalf of the Condominium in the aggregate exceeding \$5,000, the Board shall obtain competitive bids for the materials, equipment, or services. Nothing contained herein shall be construed to require the Board to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Association and contracts for attorney, accountant, architect, community association manager, engineering, and landscape architect services shall not be subject to the provisions hereof. Further, nothing contained herein is intended to limit the ability of the Association to obtain needed products and services in an emergency; nor shall the provisions hereof apply if the business entity with which the Association desires to contract is the only source of supply within Okaloosa County.

V. OFFICERS

1. The executive officers of the Association will be a president, a vice-president, a secretary, and a treasurer, all of whom will be directors of the Association and who will be elected annually by the Board at any meeting. Officers will serve without compensation at the pleasure of the Board. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the president cannot be the vice-president, secretary or treasurer, or assistant secretary or assistant treasurer. The Board will from time to time elect such other officers and designate their powers and duties as the Board determines necessary to manage the affairs of the Association.

2. The president is the chief executive of the Association. The president will have all of the powers and duties which are usually vested in the office of president including, but not limited to, the power of appointing committees from among the members from time to time, as the president may in the president's discretion determine appropriate, to assist in the conduct of the affairs of the Association. In addition, the president will be the sole representative of the Association with regard to matters of the Community Declaration Property, including, but not limited to, voting on behalf of all Owners with respect to the HarborWalk Village Owners' Association, Inc.

3. The vice-president will in the absence of or disability of the president exercise the powers and duties of the president. The vice president will also generally assist the president and exercise such other powers and perform such other duties as may be prescribed by the Board.

4. The secretary will keep the minutes of the proceedings of the Board and the members in a book available for inspection by the Board or members, or their authorized representatives, at any reasonable time. The Association will retain these minutes for a period of not less than seven (7) years. The secretary will attend to the giving and serving of all notices required by law. The secretary will have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed.

5. The treasurer will have custody of all property of the Association, including financial records, funds, securities and evidences of indebtedness. The treasurer will keep the financial records of the Association and will keep the assessment rolls, the accounts of the members, and the books of the Association in accordance with generally accepted accounting practices. The treasurer will perform all other duties incident to the office of the treasurer of an Association and as may be required by the Board or the president.

6. The compensation of all employees of the Association will be fixed by the Board. This provision does not preclude the Board from employing a director or officer as an employee of the Association nor preclude the contracting with a director for the management of the Condominium.

VI. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration and the Articles are supplemented by the following provisions:

1. Assessments.

A. The Board will fix and determine, from time to time, the sum or sums necessary and adequate for the Common Expenses of the Condominium. Common Expenses include the expenses for the operation, maintenance, repair or replacement of the Common Elements and the Limited Common Elements, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating to such expenses, including fire insurance and extended coverage, and any other expenses designated as Common Expenses from time to time by the Board, or under the provisions of the Declaration. The Board is specifically empowered, on behalf of the Association, to make and collect assessments and to lease, maintain, repair and replace the Common Elements and Limited Common Elements of the Condominium. The Board has the power, on behalf of the Association, to lease Common Elements of the Condominium in accordance with the provisions of the Declaration. Funds for the payment of Common Expenses will be assessed against the members in proportion to their respective obligations for Common Expenses, as provided in the Declaration. Assessments for Units will become due and payable as determined by the Board from time to time, and will be considered delinquent if payment has not been received on or before the first (1st) day of each month, unless otherwise ordered by the Board. Special assessments, should such be required by the Board, will be levied in the same manner as provided for regular assessments, and will be payable in the manner determined by the Board. If a member is in default in the payment of any assessment due on his interest, the Association will have all collection rights available to it under Chapter 718. If any unpaid share of Common Expenses or assessments is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure of a superior lien, the unpaid share of Common Expenses or assessments will be Common Expenses collectible from all the Owners.

B. The assessment roll will be maintained in a set of accounting books or records in which there will be an account for each Unit. Such an account will designate the name and address of the members or member, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments. Assessments will be made against members in an amount not less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. In the absence of a determination by the Board as to the frequency of assessments, assessments will be due and payable monthly. The personal liability of a member for assessments survives the termination of such member's membership in the Association.

C. Any member will have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his Unit. The holder of a mortgage or other lien will have the same right as to any Unit upon which such holder has a lien. Any person (other than the Unit Owner) who relies upon such certificate will be protected.

D. Notice of any meeting, whether a meeting of the Board or of the members of the Association, at which assessments against members are to be considered for any reason must specifically contain a statement that assessments will be considered and the nature of such assessments.

2. Budget.

A. The Board will adopt a budget for each calendar year which will contain estimates of the cost of performing the functions of the Association and estimates of the income of the Association. The proposed annual budget of Common Expenses will be detailed and will show the amounts budgeted by accounts and expense classifications. In addition to annual operating expenses, the budget will include reserve accounts for capital expenditures and deferred maintenance. These accounts will include, but not be limited to, roof replacement, building painting and pavement resurfacing. The amount to be reserved will be computed by means of a formula which is based upon estimated remaining useful life, taking into account deferred maintenance, and estimated replacement cost of each reserve item. The funding of these reserve accounts may be waived, or less adequate reserves may be established only as permitted by §718.112(2)(f)2., *Florida Statutes*. The budget will include, but not be limited to, the following items, as applicable:

(1) Common Expense Budget

- i. Administration of the Association.
- ii. Management fees.
- iii. Maintenance.
- iv. Rent for facilities.
- v. Taxes upon Condominium Property.
- vi. Taxes upon leased areas.
- vii. Insurance.
- viii. Security provisions.
- ix. Operating capital.
- x. Reserves.
- xi. Fees payable to the Division of Florida Land Sales, Condominiums and Mobile Homes.
- xii. The costs and expenses in connection with the Community Declaration Property that are attributable to the Condominium each calendar year, and are not assessed directly against Owners.
- xiii. Other expenses.

(2) Proposed assessments against each member, together with an annual total of assessments.

B. Copies of the proposed budget and proposed assessments will be hand delivered or mailed to each member at least fourteen (14) days prior to the meeting at which the budget is to be considered, together with a notice of the meeting which will state the time and place of the meeting. The meeting will be open to all members. If the budget is subsequently amended before the assessments are made, a copy of the amended budget will be furnished each member. If an adopted budget requires assessment against the members in any fiscal or calendar year in excess of one hundred fifteen percent (115%) of the assessments for the preceding year, the Board, upon written application of ten percent (10%) of the voting interests of the Association received by the Board within twenty-one (21) days after adoption of the budget, will call a special meeting of the members of the Association within sixty (60) days upon not less than fourteen (14) days' hand delivered or mailed notice to each member of the Association. At the special meeting, members will consider and enact a budget. The adoption of the budget at such a special meeting will require the vote of a majority of all of the voting interests of the Association. The Board may propose a budget which exceeds one hundred fifteen percent (115%) of the assessments for the preceding year to the members at a meeting of the members or in writing, and if the budget or proposed budget is approved at the meeting or by a majority of all of the voting interests of the Association in writing, the budget will be adopted. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacements of the Condominium Property, expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for capital improvements to the Condominium Property will be excluded from the computation. However, as long as the Developer is in control of the Board, the Board may not impose an assessment for any year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's assessment without the vote of a majority of all of the voting interests of the Association.

3. The depository of the Association will be such bank or other institution as permitted by applicable Florida law, as will be designated from time to time by the Board and from which the monies in such accounts will be withdrawn only by checks signed by such persons as are authorized by the Board.

4. Annually on or before June 1, the Board will prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year. Within twenty one (21) days after the financial report is completed or received by the Board from the third party, the Board will mail to each Owner at the address last furnished to the Association by the Owner, or hand deliver to each Owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the Owner, without charge, upon receipt of a written request from the Owner. The financial report will comply with §718.111(13), *Florida Statutes*, and the rules promulgated by the Division of Florida Land Sales, Condominiums and Mobile Homes. Financial reports will be based upon the Association's total annual revenues and prepared in accordance with §718.111(13), *Florida Statutes*, and as follows:

A. If the Association has total annual revenues of \$100,000 or more, but less than \$200,000, the Association will prepare compiled financial statements.

B. If the Association has total annual revenues of at least \$200,000, but less than \$400,000, the Association will prepare reviewed financial statements.

C. If the Association has total annual revenues of \$400,000 or more, the Association will prepare audited financial statements.

D. If the Association has total annual revenues of less than \$100,000, the Association will prepare a report of cash receipts and expenditures.

E. During any period when the Association operates less than fifty (50) Units, regardless of the Association's annual revenues, the Association will prepare a report of cash receipts and expenditures in lieu of financial statements required by this Paragraph.

5. The Board must obtain fidelity bonding of all officers and directors who control or disburse funds of the Association, as required by Chapter 718. The amount of such bonds will be determined in accordance with Chapter 718. The premiums on such bonds will be paid by the Association as a Common Expense.

VII. PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) govern the conduct of the Association proceedings when not in conflict with the Articles and Bylaws or with the statutes of the state of Florida.

VIII. AMENDMENTS

Amendments to the Bylaws will be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.
2. An amendment may be proposed by either the Board or by the membership of the Association. The Bylaws may be amended by not less than three-fifths (3/5) of all the directors and by not less than a vote of a majority of all of the voting interests of the Association at a duly called meeting of the Association. Directors and members not present at the meeting considering the amendment may express their approval or disapproval in writing within ten (10) days after such meeting; however, this shall not be used as a vote and may not be used for purposes of establishing a quorum.
3. An amendment when adopted becomes effective only after being recorded in the Public Records of Okaloosa County, Florida.
4. These Bylaws may be amended by the Developer, if necessary, to make the same consistent with the provisions of the Declaration, to meet the requirements of any governmental entity or statute, as may be in the best interests of the Association, and as it may deem appropriate, in its sole discretion, to carry out the purposes of the project and to expand or enhance the Condominium.
5. No bylaw may be revised or amended by reference to its title or number only. Proposals to amend existing bylaws must contain the full text of the bylaws to be amended; new words will be inserted in the text underlined, and words to be deleted will be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language "Substantial rewording of Bylaw. See Bylaw . . . for present text." Nonmaterial errors or omissions in the bylaw amendment process will not invalidate an otherwise properly promulgated amendment.

IX. SEVERABILITY AND CONFORMITY TO STATE LAW

These Bylaws are to be governed by and construed according to the laws of the State of Florida. If it should appear that any of the provisions of these Bylaws are in conflict with the Declaration or any rule of law or statutory provision of the state of Florida, then such provisions of these Bylaws will be deemed inoperative and null and void insofar as they may be in conflict with the Declaration or any rule or such rule of law, and will be deemed modified to conform to the Declaration or such rule of law.

X. MANDATORY NON-BINDING ARBITRATION

Internal disputes arising from the operation of the Condominium among the Association, the Owners, their respective agents and assigns, or any or all of them, must be submitted first for resolution through non-binding arbitration pursuant to §718.1255, *Florida Statutes*.

XI. INCORPORATION OF PROVISIONS OF FLORIDA STATUTES

Except as specifically provided otherwise in these Bylaws as permitted by Chapter 718, all provisions of Section 718.112(a) through (m), *Florida Statutes*, are deemed to be included in these Bylaws.

CERTIFICATE

The undersigned hereby certifies that she is the duly elected and acting secretary of the Association named herein and that the foregoing is a true copy of the Bylaws of said Association duly adopted by action of the Board dated March 19, 2007, and hereby further certifies that such Bylaws have not been amended or rescinded and remain in full force and effect at the date hereof.

DATED this 20th day of March, 2007.

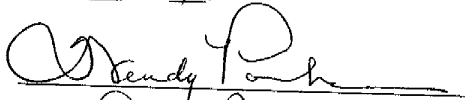

Wendy Parker
Secretary

EXHIBIT "D"**PERCENTAGE INTERESTS IN COMMON ELEMENTS, COMMON SURPLUS,
AND COMMON EXPENSES**

Each Unit within the Condominium will have an undivided percentage interest in the Common Elements and Common Surplus and a share of the Common Expenses of the Condominium on a fractional basis. This fractional interest is based on the total square footage of the Units in the Condominium at any given time. The percentage interest in the Common Elements and Common Surplus and share of the Common Expenses of a given Unit declared into the Condominium from time to time will always equal the square footage of the Unit divided by the total square footage of the Units in the Condominium at any given time. To determine the exact percentage interest of a given Unit declared into the Condominium at any given time, the following mathematical formula applies: $I=(S/T)$.

1. "I" represents the interest to be determined of a particular Unit.
2. "S" represents the square footage of the Unit ("Unit Square Footage") whose interest is being determined.
3. "T" represents the total square footage of the Units in Condominium at the time of the determination.

The following sets forth the square footage of each Unit Type which is hereby designated to be used as the amount for "S" in calculating the percentage interest in the Common Elements and Common Surplus and share of the Common Expenses pursuant to the mathematical formula set forth on this Exhibit:

UNIT TYPE	UNIT SQUARE FOOTAGE*	TOTAL LIVING AREA (Sq. Ft.) *
W-2	1,566	1,799
W-5	1,254	1,489
W-8	978	1,094
W-9	1,220	1,451
W-10 (Levels 1-4)	1,626	2,219
W-10 (Levels 5-13)	1,626	2,151
W-11 (Levels 1-4)	1,739	2,502
W-11 (Levels 5-13)	1,739	2,434
W-12	1,306	1,686

UNIT TYPE	UNIT SQUARE FOOTAGE*	TOTAL LIVING AREA (Sq. Ft.) *
(Levels 2-3)		
W-12 (Levels 4-13)	1,306	1,540
W-13	1,982	2,590

Note * Such "Unit Square Feet" measurements as described above (not the **Total Living Area** as defined below) shall be used in calculating a Unit's percentage interest in the Common Elements and Common Surplus and share of the Common Expenses of the Condominium as set forth in Exhibit "D." All measurements are approximations of the Unit's area (measured in accordance with the Unit boundaries set forth in Article V). The balconies are Limited Common Elements of each Unit. The "**Total Living Area**" described above includes the square footage of the private balconies (as Limited Common Elements) that are reserved for the exclusive use of the Owner of that Unit.

EXHIBIT "E"

The initial copy of the Management Agreement.

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MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("**Agreement**") is made and entered into this 2nd day of April, 2007, by and between Emerald Grande West Condominium Association, Inc., a Florida nonprofit corporation whose address is 10 Harbor Boulevard, Destin, Florida 32541 ("**Association**"), and Legendary Hospitality, Inc., a Florida corporation, whose address is 4100 Legendary Boulevard, Suite 200, Destin, Florida 32541 ("**Management Company**") and the legal representatives, successors and assigns of the parties hereto.

W I T N E S S E T H:

WHEREAS, the Association is the entity responsible for operation of The Emerald Grande West Condominium ("**Condominium**") created pursuant to that certain Declaration of Condominium of Emerald Grande West Condominium, as the same may be amended from time to time ("**Declaration**");

WHEREAS, the Association is desirous of entering into this Agreement for the purpose of engaging Management Company to furnish management services to the Condominium for the Association; and

WHEREAS, the Management Company is desirous of furnishing such management services to the Condominium for the Association.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and Ten and No/100 dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and between the parties as follows:

1. **Recitals and Terms.** The above recitals are true and correct. The terms used in this Agreement shall be defined in accordance with the Declaration, unless the context otherwise requires.

2. **Engagement.** The Association does hereby employ the Management Company as the manager of the Condominium and the Management Company hereby accepts such engagement.

3. **Term.** The term of this Agreement shall commence as of the date hereof and have effect for a period of three (3) years from the date of execution hereof (hereinafter referred to as "initial term"). The Association shall have the right to terminate this Agreement pursuant to a vote of the Owners as provided in Chapter 718 and the Association expressly acknowledges that its Board shall not have the authority to terminate this Agreement without such an Owner vote. The Management Company shall have the unequivocal right, at any time either during the initial term or thereafter, to cancel this Agreement upon not less than one-hundred twenty (120) days' written notice to the Association. Provided, however, if the Association cancels any portion of this Agreement or if a court declares any portion hereof invalid or unenforceable, which in the reasonable discretion of the Management Company makes the performance of the balance hereof impractical, or in the event budget constraints prevent Management Company from managing, operating, and maintaining the Association and Condominium property in conformity with a first class standard as defined below the Management Company may cancel the Agreement upon not less than thirty (30) days' notice to the Association and it shall be understood that, for the purposes of this Agreement, cancellation was made by the Association.

The parties acknowledge that all of the Management Company's personal and intellectual property related to its operation of the Condominium, including, but not limited to, Management Company's trade name, trademarks, service marks, and software programs and the trade names, trademarks, service marks, and software programs of Management Company's affiliates or subsidiaries ("**Materials**"), is and always shall be the personal property of the Management Company. The parties expressly agree that upon termination of this Agreement due to the expiration of its term, due to cancellation or due to default (as set forth in paragraphs 30 and 31 below) the Association shall abstain from using the Materials and shall return any Materials in its possession to the Management Company within fifteen (15) days after termination of this Agreement. Within fifteen (15) days of such termination, all interior and exterior signs and graphics bearing any of the Materials, shall be physically removed from the premises or otherwise covered or obliterated so as not to be visible to the public, all at the Association's expense. After termination of this Agreement, under no circumstances shall the Association, or any

person acting on behalf of the Association, directly or indirectly hold itself or the Condominium out to the public as being or remaining affiliated with the Management Company.

4. **Renewal.** This Agreement shall automatically renew itself for successive periods of five (5) years each, unless sooner terminated in accordance with its terms.

5. **Management Company's Responsibilities.** The Management Company shall be responsible for the efficient and satisfactory management, operation and maintenance of the Association and Condominium Property. The Association hereby acknowledges and agrees that pursuant to the terms of this Agreement and in consideration of the management fee described in paragraph 14 below, the Management Company shall perform itself, hire personnel to perform or procure providers to perform all services necessary for the operation and the maintenance of the Condominium in a reasonable and professional manner, and shall supervise the performance of all services provided to, or on behalf of, the Association pursuant to this Agreement. Notwithstanding any provision in this Agreement to the contrary, the Association agrees to reimburse the Management Company for any and all costs incurred by the Management Company in connection with the performance of its duties hereunder including the salaries, benefits, fees, taxes and other costs incurred in connection with all persons employed at the Condominium, whether employees of the Management Company, the Association, or any other providers of services.

a. **Employees.** The Management Company shall hire, pay and supervise the necessary employees to properly, adequately, safely and economically perform the duties and responsibilities of the Management Company set forth herein; and the Management Company shall hire, pay and supervise employees to provide for services not obtained by a separate provider pursuant to paragraph 5.b. below. Any persons actually hired by the Management Company shall be the employees of the Management Company rather than of the Association, unless the Management Company specifically hires the employees to be employees of the Association. The Management Company, in its absolute discretion, may determine to discharge and cause to be discharged any employee or subcontractor so hired. Pursuant to Section 718.3025(1) (d) *Florida Statutes*, the Management Company shall employ a minimum of one person to perform its duties pursuant to this Agreement, and shall hire and supervise such additional employees as may be required from time to time in its sole discretion. All matters pertaining to the employment, interviewing and screening process, supervision, compensation, promotion and discharge of employees of the Management Company and the Association are the responsibility of the Management Company. The Management Company shall carry workers compensation insurance for its employees as required by law. Where legally permitted to do so, Management Company or its affiliate may elect to self-insure its worker's compensation coverage and to charge the Association (and reimburse itself) for a reasonable reserve for such coverage. Any worker's compensation claims made for any period in which Management Company self insures coverage shall be the sole cost and expense of Management Company and no such claims or awards shall be charged to the Association, except to the extent of any deductible which may be part of Management Company's self-insurance program.

The Association acknowledges that with respect to employees who are needed only on a part-time basis in connection with the management, operation and maintenance of the Association and the Condominium Property, such employees may also be used by Management Company, or a corporation or person controlled by, under common control or affiliated with Management Company at other projects managed by Management Company, or a corporation or person controlled by, under common control or affiliated with Management Company.

b. **Procurement of Separate Providers of Services.** The parties expressly agree that the Management Company may procure necessary services for the Condominium from third parties, from the Developer, or may provide such services itself. The Management Company shall deal at arm's length with all third parties and shall serve Association's interests at all times; provided, however, that nothing contained herein shall prevent Management Company from procuring necessary services from an affiliate on terms and conditions no less favorable to Association than those that would be generally demanded by unaffiliated persons or entities for comparable services, if applicable, or for the sale or lease of comparable goods. All services procured by the Management Company, regardless of source, shall be provided on a flat fee per service basis; provided, however, those services which cannot practicably be provided on a flat fee per service basis, as determined by the Management Company in its sole discretion, will be provided directly by the Management Company on a cost basis.

In procuring providers of specific services from any source pursuant to its authority hereunder, the Management Company shall enter into service agreements on behalf of the Association based upon the following factors:

- (1) the quality of work obtainable for the desired level of service, and
- (2) a reasonable practicable price for the service obtainable in the local market.

The Management Company shall use its best judgment in evaluating these factors with respect to each proposed service; provided, however, nothing contained herein shall require the Management Company to obtain the lowest price available as to any service, material or purchase or in instances where bids are obtained, to accept the lowest bid.

The Management Company shall have the authority to enter into (and cancel) any service agreements contemplated pursuant to this section, in either the Association's or the Management Company's name, as determined by the Management Company in its sole discretion. Furthermore, the Association hereby agrees to execute on its own behalf such service agreements as are deemed necessary by the Management Company from time to time to effectuate the obligations set forth in this Agreement. Any agreements entered into by the Management Company pursuant to this section shall be a Common Expense of the Association.

6. **Power and Duties.** To meet its obligations set forth in paragraph 5 above, the Management Company, to the exclusion of all persons, including the Association and its members, shall have all the powers and duties of the Association as set forth in the Condominium Documents (except such thereof as are specifically required to be exercised by the Association's directors or members under Florida law). By way of illustration and not of limitation, the Management Company's powers and duties hereunder shall include the following:

a. **Condominium Operations.** The Management Company shall be responsible for: (i) the general operation of the physical properties that constitute the Association Property and the Condominium Property, including buildings and improvements; (ii) security; and (iii) any other Condominium operational matters. Management Company, and persons designated by Management Company, is authorized to enter into Units for the purposes set forth in this subparagraph. The Management Company shall ensure that Condominium operation services are performed as required.

b. **Maintenance and Repair.** The Management Company shall be responsible for the maintenance and repair of the Condominium Property and the Association Property, including the Common Elements of the Condominium to the extent that the Association is required to maintain and repair same, as provided in the Condominium Documents. Management Company, and persons designated by Management Company, is authorized to enter into Units for the purposes set forth in this subparagraph. Maintenance and repair services shall be performed as required.

c. **Accounting and Financial Reporting.** The Management Company shall have the following powers and shall be responsible for the following duties concerning accounting and financial reporting services for the Condominium:

(1) **Establishment and Administration of Association Bank Accounts.** The Management Company shall ensure that all funds collected from the assessment of Owners or otherwise accruing to the Association are deposited in accounts with a bank or other institution as permitted by applicable Florida law, in the name of the Association with suitable designations indicating the source of the funds. In the alternative, the Management Company is authorized to invest collected funds on behalf of the Association; provided, however, that such investments are styled so as to indicate the custodial nature thereof and such investments are permitted by Florida law. The Management Company shall ensure that all funds collected are kept separately, and not commingled with similar funds collected on behalf of other condominium associations, or other clients. The

Management Company shall not be liable for any loss resulting from the insolvency of any depository or the loss from any investment.

The Management Company is authorized to draw on the Association accounts for any payments to be made by the Management Company to discharge any liabilities or obligations incurred pursuant to this Agreement, for the payment of the Management Fee (as defined herein) or any other disbursements properly incurred on the Association's behalf. Services to be performed pursuant to this paragraph shall be performed as required.

(2) Maintenance of Books and Records. The Management Company shall ensure that the Association's financial records, books, accounts and other official records are maintained as provided by Chapter 718 and the Condominium Documents, and that certificates of account are issued to members of the Association, their mortgagees and lienors upon request without liability for errors unless made as a result of gross negligence or willful misconduct. Such records shall be kept at the Condominium and shall be available for inspection by Association members or their authorized representatives at reasonable times. Upon reasonable notice, the Management Company shall produce copies of any such records at the Association's expense for members of the Board. All books and financial records of the Association shall be made available by the Management Company to the Division of Florida Land Sales, Condominiums and Mobile Homes ("**Division**") for inspection upon request at the Association's expense. Services to be performed pursuant to this paragraph shall be performed quarterly or more often if necessary, with the exception of the issuance of certificates of account which shall be performed as required.

(3) Annual Financial Reporting. The Management Company shall ensure that, within ninety (90) days of the end of the fiscal year, or annually on a date as provided in the Association's Bylaws, a financial report for the preceding fiscal year of the Association is prepared in accordance with generally accepted accounting principles, Section 718.111(13), *Florida Statutes*, and Chapter 61B-22, *Florida Administrative Code*. Within twenty-one (21) days after the financial report is received by the Association, the Management Company shall mail or hand deliver to each Owner at the address last furnished to the Association by the Owner, either, a copy of the financial report, or a notice that a copy of the financial report will be mailed or hand delivered to the Owner upon receipt by the Association of a written request from the Owner. Services to be performed pursuant to this paragraph shall be performed annually.

(4) Preparation of Annual Tax Returns. The Management Company shall ensure that competent, professional assistance is engaged, as necessary, for the preparation of any tax returns or forms or other filings required by any local, state or federal agency, and the Management Company will provide any assistance necessary or requested in the compilation of financial data from the books and records of the Association required for the completion of these filings and returns. Services to be performed pursuant to this paragraph shall be performed annually.

(5) Maintenance of Owners' List. The Management Company shall maintain among its records and provide to the Division upon request a complete list of the names and addresses of all Owners of Units in the Condominium.

d. Annual Budget. Annual budget services shall include the preparation of a recommended annual budget for review by the Board, which shall in turn either adopt a final annual budget or refer such adoption to a meeting of the Association in compliance with Chapter 718 and the Condominium Documents. Should a special assessment be required during the year, it shall be recommended and presented to the Board or the Association for adoption in compliance with Chapter 718 and the members of the Association shall be advised thereof and the share of any such special assessment shall be payable by each of the members pursuant to the Condominium Documents. The Management Company shall use its best efforts to ensure that annual and special assessments are collected from the members for each Unit based upon the foregoing. Services to be performed pursuant to this paragraph shall be performed annually or as needed.

e. Compliance with Laws. The Management Company is authorized to and shall be responsible for taking such action as may be necessary to comply with all laws, statutes, ordinances, and rules of all appropriate governmental authorities and with the rules and regulations of the National Board of Fire

Underwriters (or in the event it shall terminate its present functions, those of any other body exercising similar functions). The Management Company shall be responsible for complying with all community association management license requirements. Services to be performed pursuant to this paragraph shall be performed as required.

f. Coordination of Annual and Special Meetings of Owners.

(1) The Management Company shall ensure that a representative of the Management Company attends all meetings of the Owners and that notices of all such meetings are delivered via U.S. mail to all Owners at the last address shown in the Association's official records and in accordance with the Association's Bylaws.

(2) The Management Company shall be responsible for providing assistance to the Board in preparing an agenda for all such meetings and in preparing any reports, charts or other materials for presentation at such meetings that are requested by the Board. The Management Company shall also be responsible for preparing a draft of the minutes of all such meetings for review and approval by the Association's secretary.

(3) Services to be performed pursuant to this subsection f. shall be performed as required.

g. Coordination of All Board Meetings.

(1) The Management Company shall ensure that a representative of the Management Company attends all meetings of the Board and that notices of all such meetings are delivered via U.S. mail, personal delivery, facsimile, telephone, or telegraph to all members of the Board.

(2) The Management Company shall be responsible for providing assistance to the Board in preparing an agenda for all such meetings and any reports, charts or other material for presentation at such meetings that are requested by the Board. The Management Company shall also be responsible for preparing a draft of the minutes of all such meetings for review and approval by the Association's secretary.

(3) Services to be performed pursuant to this subsection g. shall be performed as required. If meetings of the Board are held more frequently than quarterly, the Association shall compensate the Management Company for additional costs, including, but not limited to, additional management fees and expenses incurred by the Management Company.

h. Rules and Regulations. The Management Company shall be responsible for the proposal of all rules and regulations as it deems advisable for the use and occupancy of the Condominium Property, and shall be responsible for enforcing same, all subject to the approval of the Board at a meeting of the Board in accordance with Florida law. The Management Company shall be responsible for determining, in its sole discretion, all activities and programs to be carried on as to same and shall employ the personnel or contract for the service required therefor as it determines in its sole discretion. Management Company, and persons designated by Management Company, is authorized to enter into Units for the purpose of remedying or abating a nuisance or dangerous, unlawful or prohibited activity being conducted in a Unit in violation of the Condominium Rules and Regulations. Services to be performed pursuant to this paragraph shall be performed as required.

i. Alterations and Additions. The Management Company shall be responsible for ensuring that alterations or additions to the Common Elements or Limited Common Elements of the Condominium Property are made as authorized by the Board and the Association's members where required, pursuant to and in accordance with the Condominium Documents. Services to be performed pursuant to this paragraph shall be performed as required.

j. Employment of Professionals. The Management Company shall retain and employ such professionals and such other experts whose services may be reasonably required to effectively perform

its duties and exercise its powers hereunder and shall employ same on such basis as it deems most beneficial. Services to be performed pursuant to this paragraph shall be performed as required.

k. Damage to Property. If repair or restoration of the Condominium Property or any portion thereof, including any Unit, Units or the Common Elements, is required due to loss by act of God, or by other cause, which is other than normal wear and tear, and which loss is less than "major damage," as defined in the Condominium Documents, then in such event the Management Company shall be authorized and empowered to determine, assess, charge and levy costs of repairing and restoring such loss among the Owners in such proportions as required by the Condominium Documents, notwithstanding the fact that said loss or damage was, or was not, covered by insurance, and said total assessment shall be equal to the cost of said repair which shall include the costs of the Management Company's personnel, and overhead, materials and equipment, and any and all other contractors, subcontractors or materialmen as are required. Should the loss be covered by insurance, the proceeds thereof shall be applied as a credit against the total costs of said repair and restoration in such proportions as hereinbefore set forth in this paragraph. It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from insurance proceeds, where such are received, and then from assessments collected and, should there be a surplus of such funds, the said surplus shall be distributed to or on behalf of the Owners, as provided in the Condominium Documents. Services to be performed pursuant to this paragraph shall be performed as required.

l. Insurance. The Management Company shall be responsible for obtaining and maintaining all insurance policies required to be obtained and maintained by the Association pursuant to Chapter 718 and the Condominium Documents. The Management Company is hereby authorized to act as agent for the Association, each Owner, and for each owner of any other insured interest and, further, to adjust all claims arising under the insurance policies subject to the provisions of the Condominium Documents. The Management Company is also authorized to file lawsuits and deliver releases upon payments of claims; to otherwise exercise all of the rights, powers and privileges of the insured parties, and to receive on behalf of the insured parties, all insurance proceeds, subject to the provisions of the Condominium Documents. The cost of all insurance obtained hereunder shall be a Common Expense of the Association. Services to be performed pursuant to this paragraph shall be performed as required.

m. Liens for Assessments. The Management Company is authorized to file liens on behalf of the Association against the Units/Condominium Parcels of any Owner who fails to pay his assessments or maintenance fee as required and provided in the Condominium Documents. The Association also authorizes the Management Company to assign any such liens to a third party as it deems advisable in the Association's best interest. The Management Company is further authorized to utilize the services of a collection agency for collection of delinquent accounts and to charge the delinquent Owner for such costs as permitted by applicable law. Services to be performed pursuant to this paragraph shall be performed as required.

7. Fiduciary Duty. The Management Company shall act in a fiduciary capacity with respect to the proper protection of and the accounting for the Association's assets. In this capacity, the Management Company shall deal at arm's length with all third parties and shall serve the Association's interests at all times; provided, however, that nothing contained herein shall prevent the Management Company from procuring necessary services from an affiliate on terms and conditions no less favorable to Association than those that would be generally demanded by unaffiliated persons or entities for comparable services, if applicable, or for the sale or lease of comparable goods.

This Agreement shall not be construed as prohibiting the Management Company, or any firm or corporation or any related person or entity controlled by the Management Company, from conducting or possessing an interest in any other business or activity, including, but not limited to, the ownership, financing, leasing, operation, development, management and brokerage of real property.

8. Authority to Purchase Materials and Supplies. The Management Company shall have the authority to purchase equipment, tools, vehicles, appliances, goods, supplies and materials as shall be reasonably necessary to perform its duties and responsibilities pursuant to this Agreement. Purchases shall be in the name of the Association and shall be a Common Expense of the Association. All purchases made pursuant to this paragraph shall be made on an as required basis. The Management Company may purchase such materials from an affiliate on

terms and conditions no less favorable to Association than those that would be generally demanded by unaffiliated persons or entities for comparable services, if applicable, or for the sale or lease of comparable goods. Notwithstanding anything contained herein to the contrary, all personal property of the Management Company, including property acquired by the Management Company with its own funds, during the term of this Agreement, shall remain the property of the Management Company regardless of the use of such property in carrying out the Management Company's duties and obligations under this Agreement.

9. **Independent Contractor.** The parties hereby agree and acknowledge that the Management Company is an independent contractor of the Association. The Association hereby releases any right of control over the method, manner or means by which the Management Company performs its duties and responsibilities under this Agreement.

10. **Common Expenses.** All assessments, including the Management Company's fee, overhead and expenses, made by the Management Company pursuant to this Agreement shall be Common Expenses of the Condominium.

11. **Application of Assessments.** The Management Company shall, in its sole discretion, apply assessments collected in such a manner as to properly discharge its obligations under this Agreement.

12. **Aid and Assistance.** The Association shall aid and assist the Management Company, in any reasonable manner requested by the Management Company, in collecting assessments and effectuating the purposes of this Agreement.

13. **Deficits.** Notwithstanding any provision contained in this Agreement or the Condominium Documents to the contrary, the Management Company shall not be required to undertake to pay any costs or expenses for the benefit of the Association or its members from its own funds, and shall only be required to perform its services and make disbursements to the extent that, and as long as, the payments of assessments received from the Association or its members are sufficient to pay said costs and expenses in full. If it shall appear to the Management Company that said assessments are insufficient to pay the same, and to adequately provide full reserves, the Management Company shall forthwith determine, assess and collect from the Association or its members such additional assessments as are required.

14. **Management Fee.** The Management Company shall provide the services required of it hereunder, for which services the Association shall pay to the Management Company an annual management fee equal to 12% of the Association annual budget excluding reserves and ad valorem taxes. Payment of the annual management fee shall be in addition to any other reimbursable expenses paid to the Management Company by the Association pursuant to the terms of this Agreement, including but not limited to, expenses reimbursed pursuant to paragraph 5 above.

Notwithstanding the provisions of the foregoing, the parties understand and agree that the provisions of this paragraph which, subject to its terms, fix the fees hereunder for a specified time are made in recognition of the fact that all of the active functions of the Association have been delegated to the Management Company hereunder. However, if the Association undertakes any action or incurs any expense in addition to those actions or expenses incurred by the Management Company, or as set forth in the budget prepared by the Management Company, the same shall be paid by the Association.

15. **Special Services.** The Management Company is authorized to assess a special assessment against an Owner to recover the cost of providing special services on behalf of and at the request of that Owner in a reasonable amount determined by the Management Company.

16. **Interference.** For so long as this Agreement remains in effect and is not properly terminated by the Association as herein provided, the Association shall not unlawfully interfere nor permit, allow or cause any of its officers, directors or members to unlawfully interfere with the Management Company in the performance of its duties or the exercise of any of its powers hereunder.

17. Indemnification.

a. Indemnification of Association. To the extent the Association is not fully recompensed by insurance, the Management Company agrees it will indemnify, defend, save, and hold the Association harmless from and against any liability for any loss, damages, liabilities, claims, costs, and expenses, including, without limitation, reasonable attorneys' and other professionals' fees and expenses, arising out of or in any way related to (i) Management Company's operations or business other than in connection with the administration nor performance of its duties under this Agreement; or (ii) the gross negligence, willful misconduct or fraud committed by the Management Company, its officers or directors. Management Company shall have no liability hereunder to the extent the Association is reimbursed for its loss from the proceeds of insurance, and, with respect to such coverage, the Association agrees that it will, in good faith, pursue its available insurance recoveries prior to making demand on Management Company for indemnity.

b. Indemnification of Management Company. To the extent the Management Company is not fully recompensed by insurance, the Association, its members and employees will, and do hereby indemnify, defend, save, and hold the Management Company (and its officers, directors, shareholders, agents, employees, and affiliates) free and harmless from and against any liability for any and all loss, damages, liabilities, claims, costs and expenses, including, without limitation, reasonable attorneys' and other professionals' fees and expenses, arising out of or in any way related to administration and performance of (i) Management Company's duties under this Agreement; or (ii) any other matter related to, or in connection with the Condominium from any cause whatsoever, unless, in each case, such loss, damages, liabilities, claims, costs and expenses shall be solely attributable or caused by the gross negligence, willful misconduct or fraud committed by the Management Company, its officers, directors or the senior manager for the Condominium. The acts or omissions (including grossly negligent, willful, or fraudulent acts or omissions) of Management Company employees or agents, other than officers, directors or the senior manager for the Condominium, shall not be imputed to the Management Company's officers, directors, or senior manager for the Condominium, or be deemed to be Management Company's gross negligence, willful misconduct or fraud, unless such acts or omissions result directly from the gross negligence or willful misconduct of the Management Company's officers, directors or senior manager for the Condominium in supervising such employees or agents. The Association shall have no liability hereunder to the extent the Management Company is reimbursed for its loss from the proceeds of insurance, and, with respect to such coverage, the Management Company agrees that it will, in good faith, pursue its available insurance recoveries prior to making demand on the Association for indemnity. The Management Company shall be designated as an additional insured in the comprehensive public liability policy obtained by or for the benefit of the Association, and any additional premium therefor shall be the responsibility of the Association.

Without in any way limiting the generality of the foregoing, upon expiration or earlier termination of this Agreement, Association will indemnify, defend, and hold Management Company (and its officers, directors, shareholders, employees and affiliates) free and harmless of from and against any liability for any loss, damages, liabilities, claims, costs and expenses arising out of or relating to any of the provisions of the Employee Retirement Income Security Act of 1974, the Multi-Employer Pension Plan Amendments Act of 1980 ("MEPPA"), the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), and the Workers Adjustment Retraining and Notification Act ("WARN"), all as amended, with respect to (i) any withdrawal liability (as described in Section 4201 of MEPPA) incurred in connection with the discontinuance of contributions to any Multi-Employer Pension Plan to which Management Company may make contributions on behalf of persons employed at the Condominium but only to the extent such withdrawal liability is attributable to benefits accrued by employees of Management Company in respect of services performed pursuant to this Agreement; (ii) any other funding obligations arising under the foregoing except to the extent resulting from Management Company's gross negligence or willful misconduct; (iii) any costs, expenses, liabilities, or losses incurred by Management Company in connection with compliance, after the date of expiration or earlier termination of this Agreement, with COBRA obligations in respect of the Condominium in excess of employee premiums; (iv) any fines, interest, excise taxes or penalties which may be assessed against Management Company in respect to the operation and administration of any employee benefit plan to the extent attributable to such plans having been made available to employees of management company for the Condominium unless such fines, interest, excise taxes or penalties are due to the gross negligence, willful misconduct or fraud committed by the Management Company; or (v) liabilities, costs, expenses, claims, or damages payable under WARN with respect to the termination of employment of employees by Management Company in connection with the expiration or earlier termination of this Agreement.

18. **Assignment.** The Management Company may assign this Agreement, without the consent of the Association, to (a) an affiliate; or (b) to any assignee who also acquires all, or substantially all, of the assets of Management Company, including the right to use the Materials and agrees in writing to personally assume, perform and be bound by all the terms, covenants, conditions and agreements in this Agreement. Management Company's liability hereunder shall terminate upon such assignment except for those that have accrued before the effective date of the assignment. Except as otherwise provided in this paragraph, the Management Company may not assign its rights and duties under this Agreement without the prior written consent of the Association, which may give or withhold its consent in its sole discretion; however, nothing herein shall restrict the right of the Management Company to subcontract for or otherwise procure the services of third parties pursuant to subparagraph 5.b. above. Upon such assignment and assumption, the party named as the Management Company herein shall be released from any and all obligations hereunder except those which have accrued before the effective date of the assignment. Thirty (30) days' advance notice of the assignment shall be delivered to the Association.

19. **Amendments of Documents.** The Board shall not propose that any amendments be made to the Condominium Documents which impair or prejudice the rights of the Management Company without the prior written consent of the Management Company.

20. **RESERVED.**

21. **Storage.** The Management Company shall regulate the use of the storage areas on the Condominium property, if any.

22. **Governing Law; Waiver of Jury Trial; Venue of Actions.** This Agreement shall be governed by, and shall be construed in accordance with, the laws of the State of Florida. The parties hereby waive any right they may have under any applicable law to a trial by jury with respect to any suit or legal action which may be commenced by or against the other concerning the interpretation, construction, validity, enforcement or performance of this Agreement or any other agreement or instrument executed in connection with this Agreement. In the event any such suit or legal action is commenced by either party, the other party hereby agrees, consents and submits to the personal jurisdiction of the Circuit and County Courts of the First Judicial Circuit, in and for Okaloosa County Florida ("Okaloosa Courts"), with respect to such suit or legal action, and each party also hereby consents and submits to and agrees that venue in any such suit or legal action is proper in said Okaloosa Courts, and each party hereby waives any and all personal rights under applicable law or in equity to object to the jurisdiction and venue in said Okaloosa Courts. Such jurisdiction and venue shall be exclusive of any other jurisdiction and venue.

23. **Waiver.** No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

24. **Time of the Essence.** Except as otherwise specifically set forth herein, time is of the essence for all terms of this Agreement.

25. **Modification.** No modification, release, discharge or waiver of any provision hereof shall be of any force, effect or value unless in writing and signed by the parties to this Agreement.

26. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto, and neither party has been induced by the other by representations, promises or understandings not expressed herein, and there are no collateral agreements, stipulations, promises or understandings whatsoever, in any way touching the subject matter of this instrument, or the instruments referred to herein that are not expressly contained herein or in the Condominium Documents.

27. **Partial Invalidation.** The invalidity in whole or in part of any covenant, promise or undertaking, or any section, subsection, sentence, clause, phrase or words, or of any provision of this Agreement shall not affect the validity of the remaining portions hereof.

28. **Gender and Number.** Whenever the context hereof so permits, the use of plural will include the singular, the singular the plural, and the use of any gender will be deemed to include all genders.

29. **Notices.** Except as may be otherwise provided herein, any notice, demand, request, consent, approval or communication under this Agreement shall be in writing and shall be deemed duly given or made: (i) three days after being deposited, postage prepaid, in the U.S. mail, certified or registered mail with a return receipt requested, addressed to the party at the address shown above; (ii) when delivered personally to the party at the address specified above; (iii) when delivered by a reliable overnight courier service, fee prepaid, with receipt of confirmation requested, addressed to the party as specified above; or (iv) when delivered by facsimile transmission with confirmed receipt of transmission. A party may designate a different address for receiving notices hereunder by notice to the other parties.

30. **Default by Association.** If the Association or its members shall interfere with the Management Company in the performance of its duties or exercise of its powers hereunder, or if the Association shall fail to promptly do any of the things required of it hereunder and such failure or interference continues for fifteen (15) days after the Management Company has given written notice of such failure or interference to any officer or director of the Association, the Management Company may thereupon declare this Agreement in default. Upon default, the Management Company may, in addition to any other remedy given it by agreement or in law or equity, (i) bring an action against the Association for damages or injunctive relief, and (ii) the Association shall be liable for the Management Company's reasonable attorneys' and other professionals' fees and costs incurred thereby. All rights of the Management Company, upon default, shall be cumulative and the exercise of one or more remedies shall not be deemed to exclude or constitute a waiver of any other additional remedy.

31. **Default by Management Company.** Failure of the Management Company to substantially perform its duties and obligations under this Agreement shall be grounds for the Association to cancel this Agreement as its sole remedy, provided said termination is accomplished pursuant to Chapter 718. In no event shall the Management Company be liable to the Association or Owners for damages, except as heretofore provided.

32. **Excusable Delays.** In the event that the Management Company shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or any other reason beyond the Management Company's control, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

33. **Termination of Condominium.** If the Condominium shall be terminated as set forth in the Declaration, then this Agreement shall automatically terminate.

34. **Employment Matters upon Termination.** Association acknowledges that the termination of this Agreement will result in the termination of the employment of any employees hired by Management Company to perform the duties and responsibilities of the Management Company set forth herein; provided, however, that Association acknowledges that Management Company shall have the right to make offers of employment to any management personnel then employed for employment at other resorts managed by Management Company. Association agrees that it shall indemnify, defend and hold Management Company, and each of Management Company's shareholders, officers, directors, employees and agents, completely free and harmless from any and all manner of liability, claim, loss, damage or expense of any employees of Management Company (notwithstanding the continuation of their employment at the Condominium as employees of Association or a successor manager), including, without limitation, accrued payroll, accrued benefits such as vacation pay and sick days and other employment liabilities (including severance obligations) up to the date of such termination, any multi-employer withdrawal liability, obligations under then existing or subsequently negotiated collective bargaining agreements, and any liabilities or obligations under WARN and other requirements applicable to severance or termination of employment.

35. **Reasonableness Standard for Consents.** Under any circumstance in which this Agreement requires one party to consent to the actions of the other party, the party whose consent is required shall not withhold such consent unreasonably.

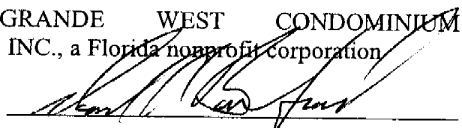
36. **Attorney's Fees.** In the event any party initiates action to enforce its rights hereunder, the prevailing party shall recover from the non-prevailing party or parties its reasonable expenses, court costs and reasonable attorneys' and paralegal fees, whether suit be brought or not. As used herein, expenses, court costs and attorneys' and paralegal fees include expenses, court costs and attorneys' fees incurred in any appellate proceeding. All such expenses shall bear interest at the highest rate allowable under the laws of the State of Florida from the date the prevailing party pays such expenses until the date the non-prevailing party repays such expenses. Expenses incurred in enforcing this paragraph shall be covered by this paragraph.

37. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and date first above written.

ASSOCIATION:

EMERALD GRANDE WEST CONDOMINIUM
ASSOCIATION, INC., a Florida nonprofit corporation

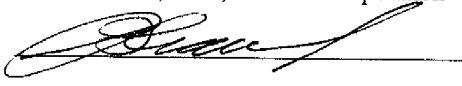
By: 

Name (Printed): DAVID A. BUSFIELD

Title: VICE PRESIDENT

MANAGEMENT COMPANY:

LEGENDARY HOSPITALITY, INC., a Florida corporation

By: 

Name (Printed): BRUCE W. CRAWL

Title: VICE PRESIDENT

EXHIBIT "F"

The initial copy of the Condominium Rules and Regulations.

RULES AND REGULATIONS
OF
EMERALD GRANDE WEST CONDOMINIUM ASSOCIATION, INC.

Pursuant to the authority vested in the Board of Directors of Emerald Grande West Condominium Association, Inc. ("Association"), the following rules and regulations of Emerald Grande West Condominium ("Condominium") have been adopted by the Board of Directors of the Association ("Board") to govern the use of the Condominium Property ("Condominium Property") as defined in the Declaration of Condominium. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Declaration of Condominium. These Rules and Regulations do not apply to the Developer.

A. Rules and Regulations.

1. The rules and regulations hereinafter enumerated as to the Condominium Property, the Common Elements, the Limited Common Elements and the Condominium Units shall be deemed in effect until amended by the Board and shall apply to and be binding upon all Owners. Owners shall, at all times, obey these rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision.
2. The use of the Units shall be consistent with applicable laws, and the restrictions set forth in the Declaration, the Community Declaration, the Towers Declaration, the Articles, and Bylaws. Each of the Units shall be occupied only as a residence by an Owner and his guests, and for no other purpose. No immoral, improper, offensive or unlawful use may be made of the Condominium Property or a Unit, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction will be observed. Use of the accommodations and the recreational facilities of the Condominium is limited solely to the personal use of Owners, their guests, invitees and lessees and for recreational uses by corporations and other entities owning Units. Use of Units or the recreational facilities for commercial purposes or any purposes other than the personal use described in this Section 2 is expressly prohibited. "Commercial purpose" includes, but is not limited to, use by an Owner that the Board, in its reasonable discretion, could conclude constitutes a commercial enterprise or practice; provided, however, that "commercial purpose" does not include rental of the Unit. This Section 1 does not apply to the Developer and its designees.
3. Common Elements and Limited Common Elements shall not be obstructed, littered, defaced or misused in any manner and shall be kept free and clear of all rubbish, debris, and unsightly materials. Expenses and costs of repair resulting from destruction or damage caused to a Common Element or to a Limited Common Element shall be at the expense of the responsible Owner. Entrances, passages, vestibules, stairways, corridors, halls and/or all other areas intended for common use must be kept open and may not be obstructed in any manner. Rugs or mats, except those either permitted or placed by the Association, must not be placed outside of doors in corridors. No sign, notice or advertisement may be inscribed or exposed on or at any window of a Unit or any part of the Condominium Property, except such as has been approved in writing by the Association; nor may anything be projected out of any window in the Condominium Property without similar approval. All personal property of Owners must be stored within the Unit.
4. Owners and occupants of Units shall exercise extreme care to minimize noises in the use of musical instruments, radios, television sets, amplifiers, etc., so as not to disturb other persons or parties occupying Units.
5. No towels, garments, rugs, etc., may be hung from the windows, balconies or other portions of Units. No towels, garments, rugs, etc., may be dusted from the windows, balconies or other portions of the Units. Rugs may be cleaned within the Units and not in any other portion of the Condominium Property.
6. All garbage and trash shall be deposited in the disposal installations provided for such purposes. All Common Elements are to be kept free for their intended use, and will in no event be used as storage areas, either on a temporary or permanent basis.
7. No Owner or occupant of a Unit shall install wiring for electrical or telephone installations, nor install machines or air conditioning units, etc., that may affect the exterior of a Unit in any manner, except as authorized in writing by the Board. Furthermore, no Owner may decorate or alter any part of a Unit so as to affect the appearance of the Unit from the exterior. Such decoration or alteration includes, but is not limited to, painting or illumination of the exterior of a Unit, display of plants or other objects upon balconies or railings or exterior window sills or ledges, reflective film or other window treatments, draperies, window shades, screen doors and lights. The Board has the sole discretion, which may be based on aesthetic principles only, to determine

compliance with this provision. Notwithstanding the foregoing, any Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful manner portable, removable official flags, not larger than 4½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

8. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements or Limited Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or may become an annoyance or nuisance to the other Owners or occupants, or which may be injurious to the reputation of the Condominium or the Condominium Property.

9. Nothing shall be done in any Unit or in, on or to the Common Elements or the Limited Common Elements which will impair the structural integrity of the buildings or which would structurally change the buildings, except with the prior written approval of the Board.

10. Nothing shall be done or kept in any Unit or in the Common Elements or Limited Common Elements which will increase the rate of insurance on the buildings or contents thereof without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements or Limited Common Elements which will result in the cancellation of insurance on the building or contents thereof, or which would be in violation of any law.

11. Owners and their guests shall, at all times while on the Condominium Property, act in an orderly manner without creating disturbing noises or being a nuisance to the other Owners. Owners are at all times responsible for the general conduct of their guests. The cost of repair and/or replacement for damage to Common Elements, Limited Common Elements, or personal property caused by any Owner or their guest shall be strictly enforced against the Owner who caused such damage or Owner whose guest caused such damage.

12. No clotheslines or similar devices shall be allowed on any portion of the Condominium Property by any person without the written consent of the Board. No grilling or barbecuing is permitted on the balconies or porches of Units. Balconies may be used only in the usual manner, except as hereinafter restricted, but in no event as an area for storage. Articles of clothing, linens, towels, etc., may not be hung or draped from rails, window sills or outdoor furniture. Articles such as, but not limited to, bicycles, hanging flower pots, planters, seasonal decorations, etc. shall not be kept, placed or maintained on balconies. Feeding birds from balconies is prohibited. No material of any nature (water, sand, dirt, etc.,) may be pushed off the edge of any balcony. These materials must be swept into some type of container and removed. Only a damp mop, sponge, or similar tool may be used to clean a balcony floor of a Unit. No object may ever be thrown or otherwise allowed to fall from any balcony.

13. Parking is provided pursuant to the Community Declaration and the Towers Declaration; however, in addition to the restrictions governing parking contained in the Declaration and these Rules, the Garage Owner may pass additional rules and regulations governing parking.

14. Only Owners and their tenants are allowed pets and then only in accordance with the Community Declaration. Guests (excluding any tenants) are specifically prohibited from bringing pets onto the Condominium Property.

(a) Pets MUST be kept on a leash at all times, and Owners are responsible to remove pet excrement from grounds.

(b) Pets shall not be left unattended on any portions of Common Elements or Limited Common Elements of the Condominium Property.

(c) Any Owner who keeps a pet(s) in a Unit shall be required to have the Unit treated on a monthly basis by a professional pest control company pursuant to the procedures set forth in Article XII of the Declaration, and the costs associated with such service shall be charged to the Owner as a Common Expense.

15. Maintenance assessments that are unpaid for over ten (10) days after the due date shall include, in addition to interest (as provided for in the Declaration), the greater of five percent (5%) of each installment or Twenty-Five and No/100 Dollars (\$25.00) as a late charge.

16. All Units may be leased or sublet as frequently as on a daily basis.

17. All Owners are required to utilize such underlayments as the Board shall designate in any areas of a Unit where ceramic tile, marble, wood flooring, parquet, or any other hard surfaces are to be used.
18. Proper attire must be worn in the Common Elements and Limited Common Elements at all times by Owners and their guests.
19. The temperature and humidity of each Unit shall be maintained by the Owner of such Unit at a level such as to reduce mold, mildew, and damage resulting from humidity to the Unit.
20. The Owner may only install neutral colored draperies or neutral colored blinds in the Unit. The Owner shall be prohibited from obscuring glass in the Unit.
21. No sign, nameplate, signal, advertisement, or illumination shall be inscribed or exposed on or at any window, door, balcony, or terrace of any Unit without the express prior written consent of the Board, except by Developer.
22. Elevators should be used for the purposes intended and should be kept free of trash.
23. The use, storage, or discharging of fireworks on Association property is prohibited.
24. Bicycles are permitted on the premises. Bicycle owners will be solely liable for their conduct, and for any personal injuries or property damages sustained as a result of their operation. Due to local fire department regulations, bicycles cannot be left unattended in the corridors and walkways. Bicycles, scooters, strollers, or other velocipedes or similar vehicles may not be stored on any balcony or in any Common Element, except in an area, if any, as has been designated by the Board.
25. Solicitation, whether verbal or by the distribution of forms or other papers or documents, is not permitted on the Condominium Property.
26. In the event an evacuation order is made by the appropriate state or county authorities, whether voluntary or mandatory, the Board may implement an emergency plan in order to protect all Owners, the Condominium Property and the Association Property, and will notify Owners of such an emergency plan. The emergency plan may require that all Owners vacate the Condominium Property and the Association Property and find safer alternate accommodations at Owners' sole expense. All owners must adhere to the Board's emergency plan.
27. In case of emergency originating in or threatening any Unit, regardless of whether or not the Owner is present at the time of such emergency, the Board, the Management Company or any other person authorized by them, has the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry may be immediate, and to facilitate entry in the event of any such emergency, the Association or its designee is entitled to retain a key for each Unit.
28. Children are to play only in areas either designated or clearly intended for play, and they are not to play in public halls, on stairways, or other common areas which would cause an obstruction. Reasonable supervision by parents or guardians must be exercised at all times when children are on the Condominium Property.
29. With the exception of those areas specifically designated for use by Owners, Owners are not permitted on the roof of any building within the Condominium Property for any purpose without the express approval of the Board or Management Company.
30. Employees and/or agents of the Association or Management Company, and employees and/or agents of the Developer's on-going sales program, may not be sent off the Condominium Property by any Owner or authorized user at any time for any purpose. No Owner or authorized user may direct, supervise or in any manner attempt to assert any control over the employees of the Management Company or the Association. Violations of these Rules and Regulations, or other matters of concern, should be brought to the attention of the Management Company for proper resolution. Employees or agents of the Management Company is permitted to enter Units for maintenance and repairs during reasonable hours.
31. Complaints regarding the service of the Condominium may be made in writing to the Management Company, as long as the Management Contract remains in effect, and if the Management Contract is no longer in effect, to the Board.

32. Payment of maintenance fees, special charges, and fines may be made at the office of the Management Company, as designated in the Management Contract. Payments made in the form of checks may be made to the order of such party as the Management Company designates.

33. Owners should, at all times, lock and secure their unattended motor vehicles parked or located upon the Condominium Property, and they should not leave any valuables in plain sight within or upon such vehicles. During their occupancy, Owners should at all times lock and secure all doors, windows, balconies or other points of possible entry with respect to their accommodations (except when any such point of entry is in use by Owners or their guests or tenants).

B. Enforcement and Fines.

The Board may, pursuant to §718.303(3), *Florida Statutes*, impose fines in such reasonable sums as they deem appropriate, not to exceed One Hundred and No/ 100 Dollars (\$ 100.00) per violation, One Thousand and No/ 1 00 Dollars (\$ 1,000.00) in the aggregate, against Owners for violations of the Condominium Documents, including the rules and regulations, by Owners or their guests or lessees. Each day of continuing violation shall be a separate violation. No fine shall be levied until the Owner(s) has been given an opportunity for a hearing. The hearing must be held before a committee of other Owners. If the committee does not agree with the fine, the fine may not be levied. The procedure of the hearing shall be, at a minimum, as follows:

The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

- (a) A statement of the date, time and place of the hearing;
- (b) A statement of the provisions of the Declaration, Association Bylaws, or Association rules which have allegedly been violated; and,
- (c) A short and plain statement of the matters asserted by the Association.

C. Opportunity to Respond.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

D. Compliance with Documents.

All Owners and every guest of an Owner shall comply with all of the terms, conditions, covenants, restrictions, and limitations contained in the Condominium Documents.

E. Rule Changes.

The Board reserves the right to change or revoke existing rules and regulations and to make such additional rules and regulations from time to time as, in its opinion, shall be necessary or desirable for the safety and protection of the buildings and their occupants, to promote cleanliness and good order of the Condominium Property and to assure the comfort and convenience of Owners; provided, the same shall be subject to the restrictions on such changes, amendments or modifications set forth in the Declaration, the Articles, and the Bylaws.

F. Location for Posting Notices.

All notices of Owner meetings and meetings of the Board shall be posted in an area of the Condominium Property designated by the Board from time to time as the location for posting of such notices.