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DECLARATION
OF
COVENANTS AND EASEMENTS AND AGREEMENT FOR SHARED USE
FOR
EMERALD GRANDE TOWERS

THIS DECLARATION OF COVENANTS AND EASEMENTS AND AGREEMENT FOR SHARED USE FOR EMERALD GRANDE TOWERS ("**Declaration**") is made as of the 9th day of May, 2007, by:

EAST PASS INVESTORS, INC., a Florida corporation ("**East Pass**"). **EMERALD GRANDE, INC.** a Florida corporation ("**Emerald Grande**") and **HARBOR WALK, INC., ("HarborWalk")** a Florida corporation, with each of which having an office at 4460 Legendary Drive, Suite 400, Destin, FL 32451 (collectively, the "**Declarant**").

WHEREAS, East Pass holds title to certain real property (the "**Garage Land**") on which it and Emerald Grande have constructed or will construct a mixed-use facility consisting of a five (5) level parking garage ("**Garage**"), as well as two (2) residential towers, including recreational facilities (which are located on top of the Garage and serve such towers and other Residential Units within the Project), a lobby area, a retail facility ("**Retail Parcel**") and an additional residential facility ("**Building D Condominium Parcel**"); and

WHEREAS, a portion of Building D shall be located on real property (the "**Trust Land**") owned by the Coleman L. Kelly Testamentary Trust (the "**Kelly Trust**") and subject to a long term lease in favor of HarborWalk (with the Garage Land and the Trust Land collectively called the "**Land**"); and

WHEREAS, one residential tower and the recreational facilities will be developed by Emerald Grande and located on the west side of the Building along with certain other facilities serving said tower and located within, above or adjacent to the parking garage area (collectively, the "**West Tower**"); and

WHEREAS, the second residential tower will be developed by Emerald Grande and located on top of the parking garage on the east side of the Building ("**East Tower**") and will have use rights to certain support facilities included in and also serving the West Tower; and

WHEREAS, the Building shall also contain a lobby area which shall be part of the "**Building Service Parcel**" to be owned by East Pass; and

WHEREAS, East Pass also intends to construct a commercial project located on the south side of the Garage Parcel (the "**Retail Parcel**") and Emerald Grande intends to construct a residential project located on the south side of the Garage Parcel above the Retail Parcel (**"Building D Condominium Parcel"**), both of which shall be located within a structure constituting the south side of the Building and know as "Building D"; and

WHEREAS, it is in the mutual best interest of the owners of the Garage Parcel,

the West Tower, the Building Service Parcel, the East Tower, the Retail Parcel and

"Affiliate" means a person who or which is controlling, controlled by or under common control with another person.

"Assessment" means any charges that may be assessed hereunder from time to time against an Owner.

"Building" means the improvements comprising the Garage Parcel, the West Tower, the Building Service Parcel, the East Tower, the Retail Parcel and the Building D Condominium Parcel. Accordingly, as more fully described herein, the Building shall include the following components:

(a) Condominium Parcels, each owned by Emerald Grande, including:

(i) The West Tower Condominium Parcel located in the West Tower,
(ii) The East Tower Condominium Parcel located in the East Tower, and
(iii) The Building D Condominium Parcel located in Building D (subject to the interests of the Kelly Trust in the land underlying a portion of Building D);

(b) The Retail Parcel (owned by East Pass and located in Building D); and

(c) The East Pass Parcel (owned by East Pass) including:

(i) The Garage,
(ii) The Building Shared Facilities which generally serve all components of the Building,
(iii) The Residential Shared Facilities which generally serve all Condominium Parcels, and
(iv) The Building Service Parcel including, among other areas, the residential entrance and check-in lobby, the laundry, maids' rooms and all elevators.

Note that the term "Building" has a different definition in the Master Declaration where the term "Tower Building" is used to describe the "Building" as the term is used in this Declaration.

"Building D" shall mean that certain building on the south side of the Building which contains the Retail Parcel and Building D Condominium Parcel, all as more particularly described in Exhibits "I" and "J" hereto and as shown on the Site Plan. Building D is further divided into (i) the "Building D West Sub-Parcel" which is described on Exhibit "O" and which constitutes improvements constructed on the Trust Land, and (ii) the "Building D East Sub-Parcel" which is described on Exhibit "P" and constitutes improvement constructed on the East Pass Parcel.

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"**Building D Condominium Parcel**" means the property legally described in **Exhibit "J"** attached hereto, together with all improvements (including the Residential Units if said property is declared as the Condominium), now or hereafter located therein, extending downward from the upper boundaries of the Residential Units on the highest level of the Building D Condominium Parcel, and the exterior of the Building as to those floors, and including such other portions of the Building submitted to condominium ownership, as further depicted by the Building Plans, but excluding any portion of the roof, Garage, the Building Service Parcel, the Retail Parcel, the Project Residential Units, the Building Shared Facilities and Residential Shared Facilities. In the event the Condominium Declaration is recorded in the Public Records of the County, the term shall include the Residential Units and the undivided interests in the common elements appurtenant thereto. The terms "Residential Unit" and "common elements" as used in this definition shall have the respective meanings given to such terms in the Condominium Declaration. The Building D Condominium Parcel shall initially have **12** separate Condominium Units.

"Building D Condominium Parcel Owner" means, prior to the recordation of the Condominium Declaration therefor or in the event the Condominium Declaration is not recorded or is terminated after recordation, the owner or owners who own all of the fee simple estate of the Building D Condominium Parcel which shall initially be Emerald Grande (subject to the interests of the Kelly Trust in the Trust Land underlying a portion of the Building D Condominium Parcel). In the event a Condominium Declaration is recorded, and from the date of such recordation, "Building D Condominium Parcel Owner" shall thereafter mean the Condominium Association formed with respect to the Building D Condominium Parcel Condominium Parcel" and not the owners of the fee simple estates in all of the individual Residential Units located in the Building D Condominium Parcel included within the legal description made subject to such Condominium Declaration (including the undivided interest in Condominium common elements which is appurtenant to each such Residential Unit). Obligations of the Building D Condominium Parcel Owner hereunder shall also be the several obligation of all persons, corporations, partnerships, trusts or entities who are Residential Unit Title Holders within the Building D Condominium Parcel, but only to the extent of each Residential Unit's prorata share of the obligation which shall be in the same percentage as the undivided interest in the Condominium common elements, as further depicted by the Building Plans, appurtenant to each such Residential Unit. Acts of the Board of Directors or of the President of the Condominium Association provided for in the Condominium Declaration shall be deemed to be the act of the Building D Condominium Parcel Owner and shall bind all Residential Unit Title Holders therein, and the Board of the Condominium Association or the President of the Condominium Association shall act as the Building D Condominium Parcel Owner, in any instance where such Board or President is authorized to act for the Residential Unit Title Holders on the matter in question by law or by this Declaration, the Condominium Declaration or the articles of incorporation or bylaws of the Condominium Association. Notwithstanding anything herein to the contrary, upon formation of the Condominium: (i) all rights with respect to the Building, the Project or arising out of this Declaration or the Master Declaration, of any owner of any interest in an individual Residential Unit in the Condominium shall be enforced solely by the Condominium Association, and (ii) all consents to any action,

change or inaction and all waivers and releases with respect to the Building, the Project or arising out of this Declaration or the Master Declaration shall be made solely by the Condominium Association on behalf of and be binding upon each and every owner of any interest in an individual Residential Unit as though signed by such individual Residential Unit Title Holder.

"Building Exterior" means the Building's railings, stucco finish, water proofing, sealants and caulking, light fixtures exposed to the weather (including light bulbs) other than such light fixtures the power to which is controlled by an individual Residential Unit, and the exterior walls to the inside surface of the exterior finish, including glass, glazing, exterior doors (except the parts thereof the responsibility for the maintenance of which is specifically assumed by a Condominium Association such as with respect to lock sets and sliding door rollers), exterior vents, exterior material, curtain walls and windows, roofing, balcony floor coverings and any areas exposed to the elements; and to the extent necessary to repair damage originating from the outside of the Building, then proceeding inward through the framing and the sheetrock to the inside paint or wall covering. Exterior signage of the Building is included except for individual tenant specific signs.

"Building Plans" means the plans and specifications for the Building, being Exhibit "N" attached hereto and made a part hereof, as such plans and specifications may be amended from time to time to reflect changes made during the course of construction, or to reflect a permissible alteration made pursuant to this Declaration. Upon completion of the Building, the Building Plans shall be "as-built" plans.

"Building Service Parcel" means the Parcel located within the Building, as more particularly described on **Exhibit "E"** attached hereto and made a part hereof, which parcel shall be owned by East Pass and shall include, but not be limited to, a portion of the residential entrance and check-in lobby, the laundry, maids' rooms, trash rooms with chutes, snack bar, sundries store a management office, commercial spaces, housekeeping facilities, a management office, loading dock and all elevators.

"Building Service Parcel Owner" means the owner of the Building Service Parcel which shall initially be East Pass.

"Building Shared Expenses" means the actual and estimated cost of Maintenance of the Building Shared Facilities including, without limitation: all costs of the Garage Owner incurred in the performance of its duties under Article III hereof; the costs of management and administration of the Building Shared Facilities including, but not limited to, costs incurred for the services of managers (including the Management Fee), accountants, attorneys and employees; costs of providing services, personnel or equipment for the Building Shared Facilities; costs of all maintenance, replacement and other services benefiting the Building Shared Facilities; costs of commercial general liability insurance and casualty insurance for the Building Shared Facilities, worker's compensation insurance and other insurance covering or connected with the Building Shared Facilities; real and personal property taxes for the Building Shared Facilities, if any; and costs of all other items or services incurred by the Garage Owner, as

applicable, for any reason whatsoever in connection with the Building Shared Facilities or for the benefit of the Owners or within the parameters stated in §4.2, or as otherwise provided for in this Declaration or shown on **Exhibit "D"** hereto and the Management Fee on the cost thereof. For purposes of determining Building Shared Expenses, costs of maintenance of Common Elements of a Condominium Association shall not be deemed a Building Shared Expense.

"Building Shared Facilities" means those portions, components, features or systems including, but not limited to, all structural and support elements such as columns or similar structures, slabs, block walls, windows and glass or similar exterior surfaces, certain stairwells, all elevators, HVAC systems, electrical rooms, loading docks, trash rooms and chutes, water systems, community rooms and life/safety systems, roof and roof components of the Building which by purpose, nature, intent or function afford benefits to or serve more than one Parcel in the Building, rather than a single Parcel exclusively, including those which are declared to be Building Shared Facilities in this Declaration or in any Supplemental Declaration hereafter made by Declarant or the Owners, but not including the Residential Shared Facilities. Declarant hereby declares the portions of the Building described in Exhibit "C" attached hereto to be Building Shared Facilities. The Building Shared Facilities need not be legally described. Non-inclusion in Exhibit "C" of any particular portion, component, feature or system of the Building shall not prevent the same from being considered a Building Shared Facility if the definition of Building Shared Facility is otherwise satisfied by such item. Responsibility for the maintenance of any particular Building Shared Facility rests with the Garage Owner which has responsibilities as provided herein to maintain such facilities for the benefit of all Owners. Each Building Shared Facility shall be burdened with the easements set forth in Article II or elsewhere in this Declaration in favor of the Owners, Occupants, their tenants, guests and invitees not owning the Parcel in which such Building Shared Facility is located, but each Building Shared Facility and such easements therein as may be created in this Declaration shall be subject to the rights, powers and duties reserved for or granted or delegated in Article II or elsewhere in this Declaration to the Owner of the Parcel in which such Building Shared Facility is located.

"Capital Improvement Assessment" means a charge against: (i) each Owner and its Parcel, representing a portion of the costs incurred by the Garage Owner for construction, installation or replacement of any capital improvement to or for any portion of the Building Shared Facilities for which the Garage Owner is responsible as provided in this Declaration, or any repair of such an improvement amounting to a capital expenditure under generally accepted accounting principles, which the Garage Owner may, from time to time, undertake pursuant to this instrument; (ii) each Owner and its Parcel, representing a portion of the costs incurred by the Building Service Parcel Owner or Garage Owner for construction, installation or replacement of any capital improvement to or for any portion of the Building exterior for which the East Pass Parcel Owner or Garage Owner is responsible as provided in this Declaration; and (iii) the Owners of the Condominium Parcels, for construction subsequent to original construction, installation or replacement of any capital improvement to or for any portion of the Residential Shared Facilities for which the East Pass Parcel Owner or Garage Owner is responsible as provided in this Declaration and which the Condominium

Parcel Owners are entitled to use pursuant to this Declaration. "Construction" herein does not refer to the initial construction of any portion of the Building.

"City" means City of Destin, a Florida municipal corporation, or such other successor municipal corporation in which the Land is situated.

"Common Assessment" means the charge against each Owner and its Parcel, representing a portion of the Building Shared Expenses or Residential Shared Facilities Expenses, as applicable.

"Condominium" means, individually, or collectively, as applicable: (i) a residential condominium formed by Emerald Grande in respect to the West Tower ("**West Tower Condominium Parcel**"); (ii) a residential condominium to be formed by Emerald Grande in respect to the building located within the East Tower ("**East Tower Condominium Parcel**"); (iii) a residential condominium which may be formed within the Building D by Emerald Grande ("**Building D Condominium Parcel**"); and (v) a residential condominium which may be formed in respect to the Project Residential Units, if built. The Condominiums shall not include any portion of the Building Shared Facilities, Residential Shared Facilities or the Building Service Parcel.

"Condominium Act" means Chapter 718 of the Florida Statutes in effect on the date a Condominium Declaration for a Condominium is filed in the Public Records of the County.

"Condominium Association" means a not-for-profit corporation formed or to be formed to operate a Condominium. For purposes of this Declaration only, upon the recording of the Condominium Declaration in respect to such Parcel(s): (i) the Condominium Association shall be deemed the Owner of the Parcel(s) comprising the Condominium, and (ii) the individual title holders of Condominium Units (or interests therein) within a Condominium shall no longer be deemed the Owner thereof for purposes of this Declaration; it being acknowledged, however, that a Condominium Association will not have actual title to such Parcel or Parcels. A Condominium Association may be a Residential Condominium Association or a Condominium Association under the Timeshare Act (as each is hereinafter defined).

"Condominium Declaration" or "Declaration of Condominium" means a declaration of condominium recorded in the Public Records of the County submitting a Parcel or Parcels to the provisions of the Condominium Act, together with all exhibits to the Condominium Declaration, as such Condominium Declaration and exhibits thereto may be amended from time to time and the terms thereof.

"Condominium Parcel" means those portions of the Project intended to be developed and sold as condominiums which shall include, but not be limited to, the West Tower Condominium Parcel, East Tower Condominium Parcel and the Building D Condominium Parcel and the Project Residential Units.

"Condominium Unit" means a part of a Condominium Parcel which is subject to exclusive ownership, and any additions or replacements thereto, and except where

specifically excluded or the context otherwise requires, shall be deemed to include the Residential Units.

"County" means Okaloosa County, Florida.

"Creditor Owner" means an Owner who has paid or advanced amounts due pursuant to this Declaration for the account of a Defaulting Owner or who has performed other obligations required to be performed by this Declaration on behalf of a Defaulting Owner, as permitted under §5.2 hereof or elsewhere in this Declaration.

"Declarant" means the parties identified as such in the introductory paragraph hereof, and any successor, nominee or assignee of the rights and obligations of such parties under this Declaration, which assignment shall specifically refer to the rights of the Declarant hereunder; and provided that no Owner, solely by reason of purchasing a Parcel, shall be considered a successor or assignee of such rights and obligations unless it is specifically designated as a successor Declarant in an instrument executed by Declarant.

"Declaration" means this instrument as it may be amended or supplemented from time to time.

"Defaulting Owner" means any Owner that is delinquent in its obligation to pay Assessments or other amounts due and payable pursuant to the terms of this Declaration or which has failed to perform other obligations required to be performed by this Declaration. For purposes of this Declaration, a Defaulting Owner shall include a Condominium Association, in the event it fails to collect from the title holders of the Residential Units or Fractional Interests, as the case may be, and/or remit to the Garage Owner all amounts it is required to pay pursuant to this Declaration.

"East Pass Parcel" means the Building Shared Facilities, Residential Shared Facilities, Retail Parcel, Garage and Building Service Parcel, collectively, which shall be owned by East Pass.

"East Pass Parcel Owner" means the owner of the East Pass Parcel which shall initially be East Pass.

"East Tower" shall have the meaning ascribed to it in the recitals of this Declaration.

"East Tower Condominium Parcel" means the property legally described in **Exhibit "F"** attached hereto, together with all improvements (including the Residential Units if said property is declared as the Condominium), now or hereafter located therein, extending downward from the upper boundaries of the Residential Units on the highest level of the East Tower Condominium Parcel, and the exterior of the Building as to those floors, and including such other portions of the Building submitted to condominium ownership, as further depicted by the Building Plans, but excluding any portion of the roof, Garage, the West Tower, the Building Service Parcel, the Retail Parcel, the Building D Condominium Parcel, the Project Residential Units, the Building Shared Facilities and Residential Shared Facilities. In the event the Condominium Declaration is recorded in the Public

Records of the County, the term shall include the Residential Units and the undivided interests in the common elements appurtenant thereto. The terms "Residential Unit" and "common elements" as used in this definition shall have the respective meanings given to such terms in the Condominium Declaration. The East Tower Condominium Parcel shall be restricted to not more than **144** separate Condominium Units.

"East Tower Owner" means, prior to the recordation of the Condominium Declaration therefor or in the event the Condominium Declaration is not recorded or is terminated after recordation, the owner or owners who own all of the fee simple estate of the East Tower which shall initially be Emerald Grande. In the event a Condominium Declaration is recorded, and from the date of such recordation, "East Tower Owner" shall thereafter mean the Condominium Association formed with respect to the East Tower and not the owners of the fee simple estates in all of the individual Residential Units located in the East Tower Condominium Parcel included within the legal description made subject to such Condominium Declaration (including the undivided interest in Condominium common elements which is appurtenant to each such Residential Unit). Obligations of the East Tower Owner hereunder shall also be the several obligation of all persons, corporations, partnerships, trusts or entities who are Residential Unit Title Holders within the East Tower, but only to the extent of each Residential Unit's prorata share of the obligation which shall be in the same percentage as the undivided interest in the Condominium common elements, as further depicted by the Building Plans, appurtenant to each such Residential Unit. Acts of the Board of Directors or of the President of the Condominium Association provided for in the Condominium Declaration shall be deemed to be the act of the East Tower Owner and shall bind all Residential Unit Title Holders therein, and the Board of the Condominium Association or the President of the Condominium Association shall act as the East Tower Owner, in any instance where such Board or President is authorized to act for the Residential Unit Title Holders on the matter in question by law or by this Declaration, the Condominium Declaration or the articles of incorporation or bylaws of the Condominium Association. Notwithstanding anything herein to the contrary, upon formation of the Condominium: (i) all rights with respect to the Building, the Project or arising out of this Declaration or the Master Declaration, of any owner of any interest in an individual Residential Unit in the Condominium shall be enforced solely by the Condominium Association, and (ii) all consents to any action, change or inaction and all waivers and releases with respect to the Building, the Project or arising out of this Declaration or the Master Declaration shall be made solely by the Condominium Association on behalf of and be binding upon each and every owner of any interest in an individual Residential Unit as though signed by such individual Residential Unit Title Holder.

“Fractional Interests” means the right to occupy a Residential Unit or accommodation coupled with a freehold estate, or an estate for years with a future interest in a residential unit or accommodation or a specified portion thereof or the exclusive right to use a Residential Unit or accommodation, for a portion of a year which shall be a fraction of a year. Fractional Interests are classified as Timeshare Interests for purposes of Florida law. No Residential Unit may be submitted to Fractional Interest ownership without the prior written consent of the Declarant.

"Garage Land" means that real property in Okaloosa County, Florida which will underlie the Garage and is more fully described on **Exhibit B-1** hereto

"Garage" or "Garage Parcel" means the real property legally described in **Exhibit "B-2"** attached hereto, together with all improvements now or hereafter located thereon, generally including the Land and the multi-level parking garage, as further depicted by the Building Plans, but excluding therefrom the Building Shared Facilities and Residential Shared Facilities.

"Garage Owner" means the person, corporation, partnership, joint venture, trust or other entity or entities who from time to time shall be the owner or owners of the Garage Parcel which shall initially be East Pass.

"Insurance Trustee" means the institution appointed pursuant to §12.1 hereof.

"Land" means that real property described in the recitals to this Declaration and on which Declarant has caused the Building to be constructed which is described in the legal description attached hereto as **Exhibit "A"** and is made up of the Garage Land and the Trust Land as described in the recitals.

"Maintenance" means, with regard to any particular component of the Building, the maintenance, operation, inspection, testing, repair, preservation, replacement, painting and/or cleaning thereof, as well as any other action commonly or customarily regarded as maintenance.

"Management Fee" means a fee of five percent (5%) of the "Managed Expenditures". Managed Expenditures are all amounts expended by the Garage Owner (or Manager on its behalf) to fulfill the Garage Owner's obligations hereunder including, without limitation: (i) costs of personnel employed to work exclusively for the Building and, to the extent they are working on multiple matters, a appropriate pro-rata portion of the costs thereof as relate to the business of the Building: (ii) legal, audit, accounting, and other fees; (iii) fees and expenses paid to independent contractors, insurance brokers, and other agents; (iv) expenses in connection with the disposition, replacement, alteration, repair, maintenance, leasing, and operation of the Building; (v) cost of insurance in connection with the Building; (vi) costs of obtaining the necessary zoning or use permits, and environmental, engineering, utility and other clearances or permits which may be required in connection with the Building; and (vii) costs relating to the Project and assessments under the Master Declaration. Notwithstanding the foregoing, the Garage Owner (or Manager on its behalf) shall not charge for the following services which will be provided by the Garage Owner (or Manager on its behalf) as part of the services for which the Garage Owner (or Manager on its behalf) receives Management Fees hereunder: (x) costs of the Garage Owner's (or Manager's on its behalf) home office including, office staff, telephone, photocopying, rent and general overhead (other than costs of accounting services as described below); and (y) costs of any executives of the Garage Owner (or Manager on its behalf). Notwithstanding anything contained in this paragraph to the contrary, the expenses of accounting personnel who are employed substantially full-time working on matters of the Building and other properties,

partnerships or entities of which the Garage Owner (or Manager on its behalf) or one of its Affiliates is or may hereafter become, a partner or other equity owner (an "Affiliated Entity") shall nevertheless constitute Managed Expenditures even though such personnel are supervised by or employed by the Garage Owner (or Manager on its behalf); provided, however, the expenses related to such accounting personal shall be pro-rated among the Building and such other Affiliated Entities based on the Garage Owner's (or Manager's on its behalf) best, good faith estimate of the relative amount of such personnel time spent on each Affiliated Entity during the accounting period in question.

"Manager" means the Garage Owner, or if the Garage Owner so elects, **Legendary Hospitality, Inc.**, a Florida corporation, being the current Manager retained under a management agreement with the Garage Owner to assist the Garage Owner in fulfilling or carrying out certain duties, powers or functions of the Garage Owner to operate and maintain the East Pass Parcel (which shall include, among other things, the Building Shared Facilities and the Residential Shared Facilities) and shall also mean and refer to any successor manager of the Building Shared Facilities and the Residential Shared Facilities pursuant to any future management agreement executed by the Garage Owner.

"Master Declaration" means that certain Declaration of Protective Covenants, Restrictions and Easements for HarborWalk Village recorded in Official Records Book 2592, Page 150, of the public records of the County, which is for the benefit of the project known as "HarborWalk Village," including the Land described herein.

"Mortgagee" means any holder of a first mortgage lien on a Parcel, or on a leasehold interest in an entire Parcel, or on a Fractional Interest or Residential Unit within a Condominium, or on any separately owned portion of the Retail Parcel or the Building D Condominium Parcel or Project Residential Units, if applicable, which mortgage is security for a loan advanced in good faith to finance the purchase of rights in and/or construction of the Parcel, or Fractional Interest or Residential Unit or an interest therein in question or to refinance a loan of such nature, provided that such holder shall give notice, as prescribed in §17.4, to the parties prescribed in §17.4, that it is the holder of such mortgage prior to being considered a Mortgagee for purposes hereof. Except for Declarant and any Affiliate of Declarant that provides financing to purchasers of any interests in a Residential Unit, any Mortgagee must be an institutional lender which is an unrelated third party to the Owner of the Parcel or Fractional Interest or the Residential Unit or any separately owned parcel upon which the first mortgage lien is held. For purposes of this Declaration, a lien by a Condominium Association, Garage Owner or other association or any other party holding a lien pursuant to this "Declaration" of any Residential Unit or Fractional Interest, within a Parcel, shall be deemed to be inferior to a Mortgage, as defined herein. Assessment liens of any Condominium Association or Condominium Association under the Timeshare Act, pursuant to a Condominium Declaration or Timeshare Declaration (as hereinafter defined), as applicable, or otherwise provided by this Declaration on a Parcel, if recorded prior to a Mortgage, shall be deemed to be superior to the priority of said Mortgage.

"Occupant" means any person or entity rightly in possession of all or part of a Parcel or a Residential Unit other than the Owner.

"Outside Parking Easement" means that area described on **Exhibit "L"** hereto which is reserved for parking by invitees of the Building Service Parcel Owner.

"Owner" means the Garage Owner, the West Tower Owner, the East Pass Parcel Owner, the East Tower Owner, the Retail Parcel Owner, the West Tower Condominium Parcel Owner, the East Tower Condominium Parcel Owner, the Building D Condominium Parcel Owner and the Owners of the Project Residential Units, individually, as the context shall require, but does not include Residential Unit Title Holder in such person's capacity as such. In the event a declaration of condominium for a Parcel, or portion thereof, is recorded in the Public Records of the County, the Condominium Association therefor and not the title holder of the individual Residential Unit or units in the Condominium shall be deemed the Owner of such Parcel, or portion thereof for the purpose of this Master Declaration. "Owners" refers to the plural of the foregoing.

"Parcel" means each of the East Pass Parcel (including the Garage Parcel, the Building Service Parcel, the Retail Parcel, the Building Shared Facilities and the Residential Shared Facilities), the West Tower Condominium Parcel, the East Tower Condominium Parcel, the Building D Condominium Parcel and collectively all of the Project Residential Units. "Parcels" means more than one Parcel.

"Project" means the HarborWalk Village project, currently consisting of approximately fourteen (14) acres, in which the Building is located.

"Project Residential Units" means those Condominium Units which, if and when built, will be located in the Project, however, outside of the Building in such number as permitted by the applicable Development Order in Declarant's sole and absolute discretion, but only if such Residential Units are designated as such in an instrument filed in the Official Records of the County and signed by Declarant.

"Project Standards" shall mean a festival oriented, resort/tourist development intended as a high-energy tourist attraction which will feature outside events including bands, live entertainment, street vendors and similar activity, but will not include any establishment the primary business or purpose of which is a tattoo parlor, sex novelty store, striptease club, pornography shop or other use not consistent with the resort/vacation destination nature of HarborWalk Village, and which will feature a fishing village theme. The decision of Declarant as to the application of the Project Standards shall be binding on all parties and is final unless clearly erroneous and arbitrary. The burden of proving any assertion that any decision of the Declarant is clearly erroneous and arbitrary shall be on the party making that assertion. The Project Standards may be amended only by Declarant without the necessity of obtaining the consent of any third party.

"Reconstruction Assessment" means a charge against an Owner and its Parcel representing a portion of the cost incurred for reconstructing the portion of the Building

in which an Owner's Parcel is situated or for reconstructing the Building Shared Facilities or Residential Shared Facilities for which an Owner is obligated to pay Building Shared Expenses or Residential Shared Expenses as provided in this Declaration, arising out of an event of casualty or condemnation.

"Reserved Parking" means any and all parking spaces which are designated as reserved parking in Article 2 hereof as well as the associated and dedicated driveways.

"Residential Condominium" means that portion of the Building subjected to a declaration of condominium.

"Residential Condominium Association" means a Condominium Association established to operate a Condominium.

"Residential Shared Facilities" means those certain facilities comprising a portion of the Building, and which shall include, but not be limited to, pools, pool decks, exercise rooms and other amenities, building systems, as well as interior and exterior recreational facilities, as further described on **Exhibit "K"** attached hereto and made a part hereof. The Residential Shared Facilities shall not comprise a portion of the "condominium property," as defined in the Condominium Act, and shall be owned by Garage Owner but shall not comprise any portion of the Garage Parcel. The Residential Shared Facilities need not be legally described. Non-inclusion in **Exhibit "K"** of any particular portion, component, feature or system shall not prevent the same from being considered a Residential Shared Facility if the definition of Residential Shared Facility is otherwise satisfied by such item. The Residential Shared Facilities are intended to be used by the Residential Unit Title Holders and Occupants of Residential Units within the Emerald Grande Towers, including Condominium Residential Unit Title Holders (including such owners within the East Tower Condominium Parcel, the West Tower Condominium Parcel, the Building D Condominium Parcel and Residential Unit Title Holders of Project Residential Units) and their respective Occupants as well as guests and invitees of the East Pass Parcel Owner.

"Residential Shared Facilities Expenses" means the actual and estimated cost of Maintenance of the Residential Shared Facilities which shall be shared between the Condominium Parcel Owners and Fractional Interest Owners (and allocated between the Residential Condominium Associations), as described in this Declaration (including unpaid Assessments not paid by the Owner responsible for payment) including, without limitation: all costs of the Garage Owner incurred in the performance of its duties under Article III hereof; the costs of management and administration of the Residential Shared Facilities and the Management Fee, including, but not limited to, costs incurred for the services of managers, accountants, attorneys and employees; costs of providing services, personnel or equipment for the Residential Shared Facilities; costs of all

deferred Maintenance, repair and upgrading of the Residential Shared Facilities and personal property thereon; and costs of all other items or services incurred by the Garage Owner for any reason whatsoever in connection with the Residential Shared Facilities or for the benefit of such Owners or within the parameters stated in §4.2, or as otherwise provided for in this Declaration or shown on **Exhibit "D"** hereto.

"Residential Unit" means a residential unit within the Building, and any additions or replacements thereto, which may include Condominium Units or "Fractional Interests" as such terms are defined in Chapters 718 and 721, Florida Statutes, and shall also include Project Residential Units.

"Residential Unit Title Holder" means the fee simple title holder of a Residential Unit or a Fractional Interest therein within a declared Condominium.

"Retail Parcel" means that portion of the Building to be used for retail and commercial purposes and related decks which are located on the south and east sides of the Building, as more particularly described on **Exhibit "I"** attached hereto and made a part hereof, but excluding therefrom all Building Shared Facilities and all Residential Shared Facilities.

"Retail Parcel Owner" means the Owner of the Retail Parcel, which, as of the date of the recording of the Declaration in the public records of the County, is East Pass and its successors and assigns, subject to the interests of the Kelly Trust in the Trust Land underlying Building D West Sub-Parcel.

"Special Assessment" means a charge against an Owner and its Parcel, directly attributable to such Owner, equal to the cost incurred in connection with the enforcement of this Declaration against such Owner for failure to duly perform its obligations hereunder, and such other charges as may be provided for in §4.3.

"Supplemental Declaration" means any declaration of covenants, restrictions and easements which may be recorded by the Owners for the purpose of supplementing or amending this Declaration or for the purpose of declaring all or any portion of the Parcels within the Building as Building Shared Facilities or Residential Shared Facilities, or as Residential Units, or for the purpose of adding additional real property to the Building, either as Parcels, Building Shared Facilities, Residential Shared Facilities or Residential Units, or for any reasonable purpose.

"Timeshare Act" means Chapter 721 of the Florida Statutes in effect on the date the Timeshare Declaration (as hereinafter defined).

"Timeshare Declaration" or "Declaration of Timeshare" means a Declaration of Timeshare recorded in the Public Records of the County submitting a Parcel or Parcel to the provisions of the Condominium Act and/or the Timeshare Act, together with all exhibits to the Timeshare Declaration, as such Timeshare Declaration and exhibits thereto may be amended from time to time and the terms thereof. A "Timeshare Condominium" is a condominium created by a Timeshare Declaration.

"Timeshare Interest" means a timeshare interest as defined in the Timeshare Act and shall include Fractional Interests.

"Trust Land" means that real estate in Okaloosa County, Florida which underlies a portion of Building D and is more fully described on **Exhibit B-3** hereto.

"Visible Area" means any portion of the Building curtain wall, facade, roof(s), garage, or other area of the Building visible from outside any Parcel of which area in question is a part, visible from the outside of the Building, or visible to persons utilizing the rights of ingress and egress through a given Parcel, including glass enclosed areas.

"West Tower" shall have the meaning ascribed to it in the recitals of this Declaration.

"West Tower Condominium Parcel" means the property legally described in **Exhibit "H"** attached hereto, together with all improvements (including the Residential Units if said property is declared a condominium), now or hereafter located therein, and extending downward from the upper boundaries of the Residential Units on the highest level of the West Tower and including such other portions of the Building submitted to condominium ownership, as further depicted by the Building Plans, but excluding any portion of the roof, Residential Shared Facilities, Building Shared Facilities, Garage, East Tower, Building Service Parcel, Retail Parcel, Building D Condominium Parcel and the Project Residential Units. In the event Condominium Declarations are recorded in the Public Records of the County, the term shall include the Residential Units and the undivided interests in the common elements appurtenant thereto. The terms "West Tower Owner" means, prior to the recordation of the Condominium Declaration therefor or in the event the Condominium Declaration is not recorded or is terminated after recordation, the owner or owners who own all of the fee simple estate of the West Tower which shall initially be Emerald Grande. It is contemplated that there will be created one Condominium Association within the West Tower. Upon the Condominium Declaration being recorded, and from the date of such recordation, "West Tower Owner" shall thereafter mean each Condominium Association as to the property included within the related Condominium and not the owners of the fee simple estates in each of the individual Residential Units or Fractional Interests located in the West Tower included within the legal description made subject to such Condominium Declaration (including the undivided interest in Condominium common elements which is appurtenant to each such Residential Unit or Fractional Interest). Obligations of the West Tower Owner hereunder shall also be the several obligations of each such Condominium Association within the West Tower and also the several obligation of all persons, corporations, partnerships, trusts or entities who are the Residential Unit Title Holders in the West Tower, but only to the extent of each Residential Unit's and Fractional Interest's prorata share of the obligation which shall be in the same percentage as the undivided interest in each Condominium common elements, as depicted by the Building Plans, appurtenant to each such Residential Unit or Fractional Interest, as the case may be. Acts of the Boards of Directors or of the Presidents of the Condominium Associations provided for in each Condominium Declaration shall be deemed to be the act of the West Tower Owner as to that respective Condominium, and shall bind all Residential Unit Title Holders subject to each such Condominium Association, and the Board of

each Condominium Association or the President of each Condominium Association shall act as the West Tower Owner relative to their respective Condominiums, in any instance where such Board or President is authorized to act for the Residential Unit Title Holders on the matter in question by law or by this Declaration, the Condominium Declaration or the articles of incorporation or bylaws of the Condominium Association. Notwithstanding anything herein to the contrary, upon formation of the Condominium: (i) all rights with respect to the Building, the Project or arising out of this Declaration or the Master Declaration, of any owner of any interest in an individual Residential Unit or Fractional Interest in the Condominium shall be enforced solely by the Condominium Association, and (ii) all consents to any action, change or inaction and all waivers and releases with respect to the Building, the Project or arising out of this Declaration or the Master Declaration shall be made solely by the Condominium Association on behalf of and be binding upon each and every owner of any interest in an individual Residential Unit or Fractional Interest as though signed by such individual owner.

"West Tower Owners" means, in the event of creation of a Condominium within any portion of the West Tower, the Condominium Association, together with the Owner(s) of the remaining portion(s) of the West Tower, not subject to the condominium regime.

ARTICLE II.

PARCELS AND EASEMENTS

2.1 Creation of Separate Parcels. Declarant, by executing and recording this instrument, does hereby declare and establish:

(a) the East Pass Parcel (including, without limitation, the Garage Parcel, the Building Service Parcel, the Building Shared Facilities and the Residential Shared Facilities),

(b) the Retail Parcel,

(c) the West Tower Condominium Parcel,

(d) the East Tower Condominium Parcel, and

(e) the Building D Condominium Parcel,

as separate estates in fee simple absolute, subject, however, to the interests of the Kelly Trust in the Trust Land in the case of that portion of the Building D Condominium Parcel which is in the Building D West Sub-Parcel. Declarant does hereby declare for itself and its successors, heirs and assigns forever, that any and all interest it may have in the each Parcel shall forever be subject to all conditions, restrictions, limitations, dedications, easements and encumbrances set forth herein. No merger of estates or interests shall be deemed to occur in any instance in which a single person or entity has right, title or interest in or an encumbrance against any Parcel, except where legally valid and proper affirmative action is taken to create such merger. The foregoing

sentence shall not apply to the first mortgage lien on the real property included in the Parcels on the date hereof, if any, except at the option of such person or entity holding such lien. Declarant shall have the right and power to execute and record such further documentation as each deems necessary, and acting without the consent or joinder of any other person, in order to maintain this Declaration as a matter of public record. Notwithstanding anything herein to the contrary, the entire Project including the Parcels subject to this Declaration shall be treated as a single parcel for all land use, zoning, planning, County or City regulatory purposes, including, without limitation, sound ordinances.

2.2 Elevator Easements. For ingress and egress through, and use of, the Building elevators (including service and passenger elevator shafts and cabs, pit, machine room, stairways and utility lines related thereto and collectively called "**Elevator Facilities**"), the following irrevocable and non-exclusive easements which are hereby granted by the Garage Owner and each other Owner with an interest in any of the Elevator Facilities:

(a) In favor of the Garage Owner, easements as to all Elevator Facilities;

(b) In favor of every Owner, every owner of a Residential Unit (including, without limitation in the West Tower Condominium Parcel, the East Tower Condominium Parcel, the Building D Condominium Parcel and the Project Residential Units) and every person with the right to utilize the Garage and non-exclusive spaces therein and all Occupants, the easements as to all Elevator Facilities from Garage level one up to and including master level six and with respect to the elevator which services the spa on master level seven and the conference center on master level eight, from level one up to and including level eight;

(c) In favor of the Owner of the West Tower Condominium Parcel and the owner of each Residential Unit or interest therein and all Occupants of such units, easements as to all Elevator Facilities in the West Tower;

(d) In favor of the Owner of the East Tower Condominium Parcel and the owner of each Residential Unit or interest therein and all Occupants of such units, easements as to all Elevator Facilities in the East Tower;

(e) In favor of the Owner of the Retail Parcel and all Occupants thereof and their guests and invitees, easements as to all Garage Elevator Facilities as to garage level one through master level five; and

(f) In favor of the Building Service Parcel Owner and all occupants of such Parcels, easements as to all Elevator Facilities in the Building including, without limitation, the West Tower, East Tower and Garage.

2.3 West Tower Easements. There are hereby granted, bargained and conveyed to the West Tower Owners, the Residential Unit Title Holders in the West Tower Condominium Parcel and all Occupants of West Tower Condominium Parcel and all other Owners of the West Tower and Occupants thereof, the following non-exclusive,

irrevocable easements through, across and upon the Garage, which easements shall be used by the Grantee in common with, and not to the exclusion of, the Grantor (and in connection with any such easement, as well as in connection with any other easement granted in this Article II or this Declaration, the Owners granting such easement and the Owners granted such easement, shall be referred to as the "Grantor" and the "Grantee", respectively) subject to the reasonable regulation of easements provided for in §2.8:

(a) For pedestrian ingress and egress through the areas of the Garage intended and designated for pedestrian use (including those portions of the Garage required to afford reasonable access from each Residential Unit to access the public rights-of-way adjoining HarborWalk Village, as required by §718.104 [4] [n] of the Condominium Act), and for the use in common with the Garage Owner, its tenants, invitees, and agents of such facilities and areas of the Garage for the other uses for which such facilities and/or areas are normally used in a first-class, residential building, including, without limitation, the portions of the elevators located within the Garage, which facilities and areas are shown on the Building Plans.

(b) For vehicular ingress and egress through the areas of the Garage intended and designated for vehicular use (including those portions of the Garage required to afford reasonable access from each Residential Unit to access the public rights-of-way adjoining HarborWalk Village, as required by §718.104[4][n] of the Condominium Act), but excluding Reserved Parking reserved for others.

(c) For ingress and egress through, and use of, those sections of the Building service core (including machine room, stairways and utility lines), which serve the Garage as shown on the Building Plans.

(d) Subject to the restrictions provided herein and in the Master Declaration, for use of, and Maintenance, repair and replacement of, the electric service vaults and the cables and conduits therein through which electric power is supplied by the public utility to the West Tower, as well as vaults, cables and conduits for cable television, telecommunications, telephone and related services, all as shown on the Building Plans, provided, however, any repair and Maintenance shall be performed in a reasonable manner during reasonable hours, except in the case of an emergency.

(e) For use of the domestic and fire protection water service lines, sanitary and storm sewer lines, soil lines, gas lines and sewage ejector lines, including all valves and clean-outs appurtenant to any such line, located in the Garage and serving the West Tower, all substantially as shown on the Building Plans.

(f) For the construction, operation, management, Maintenance, repair and replacement of the improvements in the West Tower or any portion thereof, provided, however, that any repair and replacement shall be performed in a reasonable manner during reasonable hours, except in the case of an emergency.

2.4 East Tower Easements. There are hereby granted, bargained and conveyed to the East Tower Owners, the Residential Unit Title Holders in the East Tower and all Occupants of the East Tower Condominium Parcel the following

non-exclusive, irrevocable easements through, across and upon the Garage, which easements shall be used by the Grantee in common with, and not to the exclusion of, the Grantor, (and in conjunction with any such easement, as well as in connection with any other easement granted in this Article II or this Declaration, the Owners granting such easement and the Owners granted such easement, shall be referred to as the "Grantor" and the "Grantee", respectively) subject to the reasonable regulation of easements provided for in §2.8:

(a) For pedestrian ingress and egress through the areas of the Garage intended and designated for pedestrian use (including those portions of the Garage required to afford reasonable access from each East Tower Residential Unit to access the public rights-of-way adjoining HarborWalk Village, as required by §718.104 [4] [n] of the Condominium Act, if applicable), and for the use in common with the Garage Owner, its tenants, invitees, and agents of such facilities and areas of the Garage for the other uses for which such facilities and/or areas are normally used in a first-class residential building, including, without limitation, portions of the elevators located within the Garage, which facilities and areas are shown on the Building Plans.

(b) For vehicular ingress and egress through the areas of the Garage intended and designated for vehicular use (including those portions of the Garage required to afford reasonable access from each East Tower Unit to access the public rights-of-way adjoining HarborWalk Village, as required by §718.104[4][n] of the Condominium Act, if applicable), but excluding Reserved Parking reserved for others.

(c) For ingress and egress through, and use of, those sections of the Building service core (including machine room, stairways and utility lines), which serve the Garage as shown on the Building Plans.

(d) Subject to the restrictions provided herein and in the Master Declaration, for use of, and Maintenance, repair and replacement of, the electric service vaults and the cables and conduits therein through which electric power is supplied by the public utility to the East Tower, as well as vaults, cables and conduits for cable television, telecommunications, telephone and related services, all as shown on the Building Plans, provided, however, any repair and Maintenance shall be performed in a reasonable manner during reasonable hours, except in the case of an emergency.

(e) For use of the domestic and fire protection water service lines, sanitary and storm sewer lines, soil lines, gas lines and sewage ejector lines, including all valves, traps and clean-outs appurtenant to any such line, located in the Garage and serving the East Tower, all substantially as shown on the Building Plans.

(f) For the construction, operation, management, Maintenance, repair and replacement of the improvements in the East Tower, provided, however, that any repair and replacement shall be performed in a reasonable manner during reasonable hours, except in the case of an emergency.

2.5 Building D Easements. There are hereby granted, bargained and conveyed to the Retail Parcel Owners, the Building D Condominium Parcel Owner, the Residential Unit Title Holders in the Building D Condominium Parcel and all Occupants of Building D the following non-exclusive, irrevocable easements through, across and upon the Garage, which easements shall be used by the Grantee in common with, and

not to the exclusion of, the Grantor, (and in conjunction with any such easement, as well as in connection with any other easement granted in this Article II or this Declaration, the Owners granting such easement and the Owners granted such easement, shall be referred to as the "Grantor" and the "Grantee", respectively) subject to the reasonable regulation of easements provided for in §2.8:

(a) For pedestrian ingress and egress through the areas of the Garage intended and designated for pedestrian use (including those portions of the Garage required to afford reasonable access from each Residential Unit in Building D and all Occupants of the Retail Parcel Building D to access the public rights-of-way adjoining HarborWalk Village, and as required by §718.104 [4] [n] of the Condominium Act, if applicable), and for the use in common with the Garage Owner, its tenants, invitees, and agents of such facilities and areas of the Garage for the other uses for which such facilities and/or areas are normally used in a first class residential building, including, without limitation, portions of the elevators located within the Garage, which facilities and areas are shown on the Building Plans.

(b) For vehicular ingress and egress through the areas of the Garage intended and designated for vehicular use (including those portions of the Garage required to afford reasonable access from each Residential Unit in Building D and all Occupants of the Retail Parcel Building D to access the public rights-of-way adjoining HarborWalk Village, and as required by §718.104[4][n] of the Condominium Act, if applicable), but excluding Reserved Parking reserved for others.

(c) For ingress and egress through, and use of, those sections of the Building service core (including machine room, stairways and utility lines), if any which serve Building D as shown on the Building Plans.

(d) Subject to the restrictions provided herein and in the Master Declaration, for use of, and Maintenance, repair and replacement of, the electric service vaults and the cables and conduits therein through which electric power is supplied by the public utility to Building D, as well as vaults, cables and conduits for cable television, telecommunications, telephone and related services, all as shown on the Building Plans, provided, however, any repair and Maintenance shall be performed in a reasonable manner during reasonable hours, except in the case of an emergency.

(e) For use of the domestic and fire protection water service lines, sanitary and storm sewer lines, soil lines, gas lines and sewage ejector lines, including all valves, traps and clean-outs appurtenant to any such line, located in the Garage and serving Building D, all substantially as shown on the Building Plans.

(f) For the construction, operation, management, Maintenance, repair and replacement of the improvements in Building D, provided, however, that any repair and replacement shall be performed in a reasonable manner during reasonable hours, except in the case of an emergency.

2.6 Garage Easements. There are hereby granted, bargained and conveyed to the Garage Owner and Occupants of the Garage the following non-exclusive, irrevocable easements through, across and upon the West Tower, the East Tower and Building D, (and in conjunction with any such easement, as well as in connection with any other easement granted in this Article II or this Declaration, the Owners granting such easement and the Owners granted such easement, shall be referred to as the

"Grantor" and the "Grantee", respectively) subject to the reasonable regulation of easements provided for in §2.8:

(a) For pedestrian ingress and egress through the areas of the Building intended and designated for pedestrian use required to afford reasonable access from each Residential Unit to access the public rights-of-way adjoining HarborWalk Village (as required by §718.014[4][n] of the Condominium Act), and for use in common with the West Towers Owners and East Tower Owners and their tenants, invitees and agents of such facilities and areas of the Building to allow access to and from the Garage.

(b) For vehicular ingress and egress through the areas of the Building intended and designated for vehicular use (including those portions of the Building required to afford reasonable access from each Residential Unit to access the public right-of-way adjoining HarborWalk Village, as required by §718.105[4][n] of the Condominium Act), but excluding Reserved Parking and the related driveways reserved for others.

(c) For ingress and egress through, and use of, those sections of the Building service core (including machine room, stairways and utilities lines), which serve the Garage as shown on the Building Plans, except portions thereof restricted to serve the Residential Units.

(d) For use of, and Maintenance, repair and replacement of, the electric service vaults and the cables and conduits therein through which electric power is supplied by the public utility to the Garage, as well as vaults, cables and conduits for cable television, telecommunications, telephone and related services, all as shown on the Building Plans, provided, however, any repair and Maintenance shall be performed in a reasonable manner during reasonable hours, except in the case of an emergency.

(e) For use of the domestic and fire protection water service lines, sanitary and storm sewer lines, soil lines, gas lines and sewage ejector lines, including all valves, traps and clean-outs appurtenant to any such line, located in the Building and serving the Garage, all substantially as shown on the Building Plans.

(f) For the construction, operation, management, Maintenance, repair and replacement of the improvements in the Garage, provided, however, that any repair and replacement shall be performed in a reasonable manner during reasonable hours, except in the case of an emergency.

2.7 General Easements. There are hereby granted, bargained and conveyed to each Owner and to each Residential Unit Title Holder the following additional non-exclusive, irrevocable easements from the other Owner(s) and Residential Unit Title Holder(s), which easements shall be used by the Grantee in common with, and not to the exclusion of, the Grantor (and in connection with any such easement, as well as in connection with any other easement granted in this Article II or this Declaration, the Owner(s) granting such easement and the Owner(s) and Residential Unit Title Holder(s)

granted such easement, shall be referred to as the "Grantor" and the "Grantee", respectively (subject to the reasonable regulation of easements provided for in §2.8).

(a) For use of all plumbing, electrical, water, heating, ventilating, air cooling, gas, fire and life safety, mail, radio, telephone communication, telecommunication, cable television, cable radio and exhaust, window washing, and other piping, lines, wires, ducts, shafts, systems, facilities and equipment, and for the use of all other facilities whatsoever, except to the extent restricted by this Declaration, shown on the Building Plans (or located in the Parcels and indicated, but not shown, on the Building Plans) as located within the Grantor's Parcel and serving or benefiting the improvements on the Grantee's Parcel or serving or benefiting any facility with respect to which the Grantee is granted an easement under any provision of this Declaration.

(b) For use of the Building Shared Facilities, located within Grantor's Parcel to the extent necessary to receive the benefit of the functioning of the Building Shared Facilities in accordance with the intended respective purpose of each particular Building Shared Facility.

(c) Of support in and to all structural members, footings, exterior walls, roof and foundations shown on the Building Plans as located within the Grantor's Parcel and which are necessary for support of the improvements on the Grantee's Parcel or of any facility with respect to which the Grantee is granted an easement under any provision hereof. Nothing in this Declaration shall be construed to require Garage Owner to erect, or permit the erection of, additional columns, bearing walls or other structures on its Parcel for the support of any Parcel beyond those as shown on the Building Plans.

(d) For the continued existence of encroachments in the event that, by reason of the construction of the Building or the subsequent settling or shifting of the Building, any part of the improvements on any other Parcel encroaches or shall hereafter encroach upon any part on the Grantor's Parcel. Such easement for the continued existence of encroachments on the Grantor's Parcel shall exist only so long as all or any part of the encroachment shall remain.

(e) For Maintenance of any Building Shared Facility, Residential Shared Facility or for any facility located within the Grantor's Parcel, for which the Grantee has Maintenance responsibility, or for which Grantee is otherwise permitted or required to perform the Maintenance. Moreover, the Garage Owner hereby specifically retains a non-exclusive, perpetual easement of ingress and egress through any common element in any Condominium for access to any portion of the East Pass Parcel, and for purpose of providing any service to, or marketing and leasing of, any Condominium Unit.

(f) For entry upon, and for ingress and egress through the Grantor's Parcel, with persons, materials and equipment, to the extent reasonably necessary in the performance of the Maintenance of any facility, whether or not located within the Grantor's Parcel, for which Grantee has Maintenance responsibility, or for which Grantee is otherwise permitted or required to perform the Maintenance.

(g) For ingress and egress for life safety purposes through the Grantor's Parcel to the extent necessitated by an emergency involving danger to life, limb or property.

(h) For use of the Residential Shared Facilities located within Grantor's Parcel to the extent necessary to receive the benefit of the functioning of the Residential Shared Facilities in accordance with the intended respective purpose of each particular Residential Shared Facility.

(i) Each Parcel Owner shall have the right to attach or affix fixtures, equipment and decorations to support and structural components of the Building immediately adjacent to that Owner's Parcel, provided that such attachment or affixation does not adversely affect the structural integrity or function of any portion of the Building; provided, however, that no such fixtures, equipment or decorations may be attached or affixed to the Building Exterior.

2.8 Extent of Owners' Rights and Easements. Except as expressly provided herein to the contrary, any right and easement created by §§2.2, 2.3, 2.4, 2.5, 2.6 and 2.7 of this Article or by any other provision of this Declaration shall be subject to the following:

(a) The right of the Garage Owner, without the need to obtain the approval or written assent of any other Owner, to borrow money for the purpose of improving the Building Shared Facilities, the Residential Shared Facilities and the Garage Parcel and any part thereof, and in furtherance thereof, to mortgage, pledge or hypothecate the Building Shared Facilities, Residential Shared Facilities and the Garage Parcel and any part thereof and Assessments therefor as security for money borrowed or debts incurred, provided that the rights of the Mortgagee or secured party in any such case shall be subordinate to the rights and easements of the Owners under this Declaration, including their rights in the Building Shared Facilities and Residential Shared Facilities and the Owners' use of such rights. Further, any Assessments that are pledged or hypothecated pursuant to this paragraph (a) shall be available for use and used only for the purpose for which Assessments were levied, assessed and collected, and any such pledge or hypothecation of Assessments shall be subordinate to the rights and easements of the Owners under this Declaration, including their rights in the Building Shared Facilities and Residential Shared Facilities and the Owner's use of such rights, and the rights of Owners to have the Assessments used for the purpose for which they were levied or assessed.

(b) The right or duty of the Garage Owner to reconstruct, replace or refinish any improvement upon or within the Building Shared Facilities and Residential Shared Facilities, subject to those conditions and limitations set forth elsewhere in this Declaration, and subject to such reasonable regulations as the Grantor may impose.

(c) The right of the Garage Owner to restrict those portions of the Building Shared Facilities and the Residential Shared Facilities to the use of owners and Occupants of Residential Units and invitees of the Building Service Parcel as well as the right of the Building Service Parcel Owner to restrict the use of the Building Service Parcel to invitees of the Building Service Parcel Owner.

(d) The rights and easements provided elsewhere in this Declaration.

(e) All plats, restrictions, covenants, conditions, reservations, limitations, easements and other matters of record affecting the Building Shared Facilities and Residential Shared Facilities or the Building.

(f) Notwithstanding §2.8(a), the right of any Owner, or any Residential Unit Title Holder, or any party purchasing any Parcel or any Residential Unit and becoming the owner thereof, to mortgage, pledge or hypothecate its interest in its Parcel or Residential Unit (including the fee title in any Building Shared Facilities and Residential Shared Facilities therein) in order to finance the purchase of or the making of improvements to the Parcel or Residential Unit in question, or to refinance any loan made for such purpose, without the consent of any other party, provided that the rights of any Mortgagee or secured party in such case shall be subject to the rights of the Owners and Residential Unit Title Holders under this Declaration, including their rights in the Building Shared Facilities and Residential Shared Facilities.

2.9 Delegation of Use. Any Owner or Residential Unit Title Holder may delegate his/her or its right of enjoyment to the Garage, Building Shared Facilities and Residential Shared Facilities: in the case of a Residential Unit Title Holder, to those members of his/her or its family and to those Occupants and guests to whom the applicable Condominium Declaration (or other declaration of covenants affecting the Parcel in which such Residential Unit is located, if not a Condominium Declaration) permits such Residential Unit Title Holder to delegate, license or lease the use of such Residential Unit, and in the case of the West Tower Owner(s) and the East Tower Owner(s), to their Occupants, invitees and licensees, subject in all cases to reasonable regulation by the West Tower Owner and the East Tower Owner, respectively.

2.10 Residential Shared Facilities Easement. The Owners and the Residential Unit Title Holders `are hereby granted, bargained and conveyed an easement over, on, across and through those Residential Shared Facilities as described on **Exhibit "K"** hereto for the benefit of their guests, agents, employees and invitees and for the benefit of the Occupants of the Residential Units and their families, guests and lessees, and their lessees families and guests.

2.11 East Tower Construction Easement. The East Tower Owner(s) is/are hereby granted an easement over the West Tower and the Garage to the extent necessary for the construction of improvements in the East Tower, provided, however, use of such easement shall be subject to the following: (i) West Tower Owner(s) and Garage Owner shall be named as additional insureds under East Tower Owner's(s') insurance policy(ies); (ii) East Tower Owner(s) hereby indemnifies and holds harmless West Tower Owner(s) and Garage Owner from and against any and all claims, suits, actions, damages, and/or causes of action arising from any personal injury, loss of life or damage to property caused by East Tower Owner's construction activities; (iii) the timely return of the improvements of the West Tower and the Garage Parcel to their original condition in the event such construction causes any damage to such improvements; and (iv) reasonable hours of access to such Parcels.

2.12 Building D Construction Easement. Declarant, its affiliates and designees are hereby granted an easement over the West Tower, the East Tower and the Garage to the extent necessary for the construction of Improvement to and in Building D, provided, however, use of such easement shall be subject to the following: (i) West Tower Owner(s), East Tower Owner(s) and Garage Owner shall be named as additional insureds under Building D Owner's insurance policy(ies); (ii) Declarant hereby indemnifies and holds harmless West Tower Owner(s), East Tower Owner(s) and Garage Owner from and against any and all claims, suits, actions, damages and/or causes of action arising from any personal injury, loss of life or damage to property caused by Declarant's construction activities; (iii) the timely return of the Improvements

of the West Tower, East Tower and the Garage to their original condition in the event of such construction causes any damage to such improvements; and (iv) reasonable hours of access to such Parcels. Notwithstanding anything to the contrary contained in the foregoing, no use of said construction easement shall impair or materially interfere with the parking rights set forth in § 2.12 hereof or prevent ingress or egress to the Residential Units.

2.13 Parking.

(a) General.

(i) The Building Service Parcel Owner is hereby granted an exclusive easement for the shared use of ten (10) parking spaces on real property owned by the Kelly Trust, located near the porte-cochere to the Building, but not located within the Building, as further described on the Outside Parking Easement. Such parking spaces are not subject to Assessment as described herein. Such Outside Parking Easement shall be available exclusively for "check-in" spaces for use by guests and invitees of Declarant and Declarant's Affiliates relative to the Condominium Parcel.

(ii) The Garage Parcel Owner shall retain complete and absolute discretion to control, operate, license, grant and assign, reassign and relocate all Reserved Parking and the unassigned parking spaces from time to time in the Garage Parcel.

(iii) The Garage Owner is hereby authorized and empowered to establish rules and regulations from time to time for the Garage and may make provision for the involuntary removal of any vehicle which is in violation of such rules and regulations.

(b) Condominium Parcels. Each Residential Unit in a Condominium Parcel shall have the right to use not less than one and three-quarter (1.75) parking spaces in the Garage, one of which shall be exclusive for use with respect to a Condominium Parcel (collectively, the "**Condominium Reserved Parking**"); provided, however that such Condominium Reserved Parking will be reserved and allocated as a group to the Residential Units and a Residential Unit shall not have a specific and individual space reserved for such unit. In addition, the Garage Owner shall establish from time to time reasonable rules as to proper parking, space utilization and the use of the Garage and each Residential Unit Title Owner and their respective family members, guests, invitees and lessees, and their lessees' family members, guests and invitees agree that the Garage Owners shall have the right to enforce such rules by having vehicles towed at their owner's expense. More specifically:

(i) The West Tower Condominium Parcel Owner, East Tower Condominium Parcel Owner, and Building D Condominium Parcel Owners shall use their respective reasonable efforts to cause the Occupants of the West Tower Condominium Parcel Residential Units, East Tower Condominium Parcel Residential

Units and Building D Condominium Parcel Residential Units, respectively, and their respective family members, guests, invitees and lessees, and their lessees' family members, guests and invitees, to use the Condominium Reserved Parking first and to use the non-exclusive or public parking spaces within the Garage only after such Condominium Reserved Parking has been filled.

(ii) The "**Condominium Reserved Parking**" shall be subject to Assessments levied by the Garage Owner as provided hereafter and in Exhibit D.

(iii) The Garage Owner shall retain complete and absolute discretion to control, operate, license, grant, assign, reassign and relocate the Condominium Reserved Parking and the unassigned parking spaces in the Garage from time to time.

2.14 Balconies. The use of the balconies in both the East Tower and West Tower and in the Building D Condominium Parcel appurtenant to Residential Units are subject to the provisions of this Declaration and such rules and regulations as may be adopted from time to time by the Garage Owner, provided, however, such rules and regulations shall be consistent as to all Residential Units.

2.15 Waiver of Use. No Owner may exempt himself from personal liability for Assessments or release the Parcel owned by him/her or it from the Assessments, liens and charges provided for herein, by waiver of the use and enjoyment of the Building Shared Facilities and/or Residential Shared Facilities or by abandonment of his/her or its Parcel.

2.16 No Affirmative Obligations. The provisions of this Article II shall not be deemed to imply, or to impose, upon the Grantor of any easement provided in this Article II, any affirmative obligation touching or concerning said easements. The only affirmative obligations touching or concerning said easements imposed upon any such Grantor are those which are specifically set forth elsewhere in this Declaration.

2.17 Unsightly Conditions. The Declarant shall have the right to require that all blinds, shades, drapes and other window coverings which are visible from the exterior of the Building shall meet uniform standards (which may be different as to commercial and residential parts of the Building) as to quality, color and appearance, subject, however to complying with any requirement as to such coverings set under the Master Declaration.

ARTICLE III.

POWERS AND DUTIES OF OWNERS

3.1 Powers and Duties of Garage Owner. The Garage Owner shall have the exclusive power and duty to:

(a) Perform Maintenance and otherwise manage the Building Shared Facilities and the Garage Parcel in accordance with the Project Standards and the provisions of this Declaration.

(b) Obtain, for the benefit of the Owners and the Residential Unit Title Holders for distribution through the Building Shared Facilities, all commonly metered water, sanitary sewage and other utility services for the Building designed for common provision and metering services, and provide for distribution through the Building, through the Building Shared Facilities, of all other utilities, as necessary, to be metered as determined in the Building Plans. In the event that the Garage Owner shall fail to properly and timely pay for all utility services of any type or nature contemplated by this paragraph (b) or in this Declaration after receiving Assessments to pay for such utility services, then any other Parcel Owner shall have the right to pay for such utility services directly to the utility service providers to avoid an interruption in any utility service and Garage Owner shall, within three (3) days of written demand on Garage Owner, reimburse any and all Parcel Owner(s) that made payment to the applicable utility service provider, and, until paid, such Parcel Owner(s) shall be deemed a Creditor Owner(s).

(c) Take whatever other actions the Garage Owner deems advisable with respect to the Building Shared Facilities and the Garage as may be permitted hereunder or by law and which are not inconsistent with the rights of the other Owners herein.

(d) Employ or contract with a manager (which may be an Affiliate of the Garage Owner) to perform all or any part of the duties and responsibilities of the Garage Owner, and delegate its powers to committees, officers and employees. In the event the Garage Owner intends to use a Manager which is not the Garage Owner or an Affiliate of the Garage Owner, the Garage Owner shall obtain competitive bids, when reasonably obtainable, for the scope of management services contemplated by all proposed management agreements pursuant to this Declaration; however, in no event shall Garage Owner be obligated to accept the lowest bid or any particular bid received as part of the competitive management bidding process. The Manager may be paid a fee as determined by the Garage Owner not to exceed the Management Fee.

(e) Maintain casualty insurance with respect to the entire Building, which insurance shall meet the requirement of Chapters 718 and 721 of the Florida Statutes.

(f) Garage Owner shall use its good faith efforts to provide the services described above at reasonable levels comparable with practices in other similar properties, subject to Garage Owner's reasonable discretion, and subject to interruption due to the need to make repairs, alterations or improvements, or due to strikes or other labor disputes, fire, flood, explosion, severe weather, civil disturbances, war, acts, proceedings or regulations of any governmental authority, rationing, interruption of transportation facilities, and any cause beyond the reasonable control of Garage Owner. The obligation of the Parcel Owners to pay Assessments hereunder shall not abate in the event of any interruption of service, provided that Garage Owner shall pursue with diligence actions required to enable restoration of service. All costs and expenses incurred by Garage Owner in performance of this Article III with respect to the Building Shared Facilities and as to the Reserved Parking, as more particularly set forth on **Exhibit "D"** hereto, shall be Building Shared Expenses which may thus be included in Common Assessments and subject to the payment obligation of the Owners as set forth in §4.1 hereof.

(g) Maintain liability insurance with respect to the Building and the Building Shared Facilities in accordance with § 7.3 of this Declaration.

3.2 Powers and Duties of Garage Owner Relative to Building. The Garage Owner, its Affiliate or its designee shall have the exclusive power and duty to:

(a) Perform Maintenance and otherwise manage the Residential Shared Facilities, the Building Shared Facilities, the Building Exterior, the Garage, the Retail Parcel and the Building D Condominium Parcel, in accordance with the standards of a first-class residential facility and the provisions of this Declaration.

(b) Take whatever actions the Garage Owner deems advisable with respect to the Residential Shared Facilities, the Building Shared Facilities and the Building Exterior, including the exterior of the Garage, the Retail Parcel, and the Building D Condominium Parcel, as may be permitted hereunder or by law; provided, however, that any change in the color, texture or appearance (other than Maintenance) of any Visible Area shall be made only with the consent of the Garage Owner which shall not be unreasonably withheld, delayed or conditioned, so long as any such change is consistent with the Project Standards.

(c) Employ or contract with a manager (which may be an Affiliate of Garage Owner) with respect to Maintenance of the Residential Shared Facilities and the Building Exterior, and delegate its powers to committees, officers and employees. With respect to any contract for management of the Building Shared Facilities or Residential Shared Facilities, the Garage Owner shall obtain competitive bids, when reasonably obtainable, from proposed managers, however, the requirement for competitive bidding shall in no manner require the Garage Owner to accept the lowest bid or otherwise a particular bid, the selection of which shall be in the Garage Owner's sole discretion.

(d) Control the appearance of the Building Exterior, as it deems to be in the best interest of the Owners; provided, however, that any change in the color, texture or appearance (other than Maintenance) of any Visible Area shall be made only with the consent of the Garage Owner, so long as any such change is consistent with the Project Standards.

Garage Owner, its affiliate or designee shall use its good faith efforts to provide the services described above at reasonable levels comparable with practices in other similar properties and in conformance with the Project Standards, subject to Garage Owner, its affiliate or designee's reasonable discretion, and subject to interruption due to the need to make repairs, alterations or improvements, or due to strikes or other labor disputes, fire, flood, explosion, severe weather, civil disturbances, war, acts, proceedings or regulations of any governmental authority, rationing, interruption of transportation facilities, and any cause beyond the reasonable control of Garage Owner, its affiliate or designee. The obligation of the Parcel Owners to pay Assessments hereunder shall not abate in the event of any interruption of service, provided that Garage Owner, its affiliate or designee shall pursue with diligence actions required to enable restoration of service. All costs and expenses incurred by Garage Owner, its affiliate or designee in performance of this Article with respect to Building Exterior Maintenance and casualty insurance, as more particularly set forth on **Exhibit "D"** hereto, shall be Building Shared Expenses which may thus be included in Common

Assessments and subject to the payment obligation of the Owners as set forth in §4.1 hereof.

ARTICLE IV.

COVENANT FOR ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments. The Condominium Parcel Owners, the Garage Owner, the Building Service Parcel Owner, the Retail Parcel Owner, and the Building D Condominium Parcel Owner, as the Owners of their respective Parcels, hereby covenant, and each subsequent Owner of any such Parcel, any Residential Unit, and any Project Residential Unit, by acceptance of a deed therefor, whether or not it is so expressed in such deed, is hereby deemed to have covenanted, to pay to the Garage Owner, as applicable: (a) Common Assessments, (b) Special Assessments, (c) Capital Improvement Assessments, and (d) Reconstruction Assessments, all such Assessments to be imposed and collected as hereinafter provided.

Assessments, together with interest, late charges, costs and reasonable attorneys' fees for the collection thereof as provided in §5.4 hereof, shall be a charge and continuing lien upon the Parcel and each Residential Unit against which the Assessment is made. Each such Assessment, together with interest, costs and reasonable attorneys' fees and late charges, shall also be the personal obligation of the person or persons who was or were the Owner of the Parcel or Residential Unit Title Holder at the time when the Assessment against it fell due. Subject to the provisions hereof protecting Mortgagees, any personal obligation for delinquent Assessments shall pass to the successors-in-title to the Owner of the Parcel or Residential Unit Title Holders against which the Assessments were made. Notwithstanding the foregoing, (a) the partners, members, officers, directors, employees or shareholders of Declarant or Declarant's Affiliates shall have no personal liability for the Assessment obligations of the East Pass Parcel, Condominium Parcel or Residential Units and shall deposit all monies collected as Assessments in one or more accounts, as it may elect, (b) Residential Units owned by the Declarant or Declarant's Affiliates shall not be subject to Common Assessments until the earlier of the first conveyance of title to such Residential Unit to a third party, or until the expiration of such maximum period as is provided by applicable law, and (c) at such time as a Parcel is submitted to condominium regime(s) the lien for Assessments shall be created against the Parcel and all Residential Units thereon. The amount of such lien with respect to each Parcel shall be determined in accordance with the formula set forth on **Exhibit "D"** hereto.

4.2 Common Assessments. Common Assessments shall be levied by the Garage Owner to pay for the Building Shared Expenses and Residential Shared Facilities Expenses, including for Reserved Parking, to fund performance by the Garage Owner of its duties under Article III with respect to the Building Shared Facilities and Residential Shared Facilities only and its duties under other provisions of this Declaration which are performed for the benefit of all Owners and Residential Unit Title Holders, and to improve and maintain the Building Shared Facilities and Residential Shared Facilities as provided herein. Disbursements from income received as Common Assessments shall be made by the Garage Owner for such purposes as it deems necessary for the discharge of its responsibilities herein.

Common Assessments shall be levied by and paid to the Garage Owner to pay for the costs of Maintenance of the Building Exterior, to fund performance by the Garage Owner of its duties under Article III with respect to the Building Exterior only and its duties under other provisions of this Declaration which are performed for the benefit of all Owners and Residential Unit Title Holders, including maintaining casualty insurance on the Building. Disbursements from income received as Common Assessments shall be made by the Garage Owner for such purposes as it deems necessary for the discharge of its responsibilities herein.

4.3 Special Assessments. A Special Assessment shall be levied by the Garage Owner against an Owner or a Residential Unit Title Holder (which in the case of a Residential Unit may be reassessed by the applicable Condominium Association against the owner of an individual Residential Unit within that Condominium) for the cost of any Maintenance of the Building Shared Facilities, Residential Shared Facilities or the Building or the parcel of another Owner made necessary by the willful or negligent act of such Owner (or Residential Unit Title Holder within a Condominium) or a person for whom such Owner is responsible, or as a result of an accident or a failure of some portion of or equipment within a Parcel to the extent insurance proceeds are insufficient to cover the damage. For the purpose of this section, the Garage Owner shall be considered to be responsible for its employees and agents (including the Manager and its employees and agents), and its Occupants, lessees, licensees and invitees; each Condominium Association shall be considered responsible for their respective Residential Unit Title Holders and their resident family members, and its and their employees, licensees, lessees, invitees and guests in their respective Condominium Associations; the Retail Parcel Owner shall be considered responsible for its employees and agents, and its Occupants, lessees, licensees and invitees; the Building D Condominium Parcel Owner shall be considered responsible for owners and Occupants therein and their resident family members, and its and their employees, licensees, lessees, invitees and guests; the Building Service Parcel Owner shall be considered responsible for the Building Service Parcel. A Special Assessment may also be levied against an Owner or a Residential Unit Title Holder for the costs of enforcement of this Declaration against such Owner or a Residential Unit Title Holder, if such Owner or Residential Unit Title Holder is in default of a covenant or provision of this Declaration, and may also be levied in any other instance authorized elsewhere in this Declaration.

4.4 Reconstruction and Capital Improvement Assessments. In addition to the Common Assessments and Special Assessments authorized above, Reconstruction Assessments and Capital Improvement Assessments may or shall be levied as hereafter provided. Reconstruction Assessments shall be levied by the Garage Owner in such circumstances, for such purposes and amounts and in such proportions as are authorized in and determined pursuant to §§8.3(a) and 10.4 hereof or generally in Articles VIII and X of this Declaration. Capital Improvement Assessments may be levied from time to time by the Garage Owner, in any fiscal year adopted for Assessments, to be applicable for that fiscal year only, for the purpose of funding, in whole or in part, any capital improvement to the Building Shared Facilities or Residential Shared Facilities or for a new improvement which satisfies the definition of a Building Shared Facility or a Residential Shared Facility, as the case may be, as well as any capital improvement to the Building Exterior. The fiscal year shall be the calendar year. No action authorized in this §4.4 shall be taken without the prior written consent of East Pass so long as East Pass or any Affiliate of East Pass owns any Parcel.

4.5 Rate and Payment of Assessments. Common Assessments, Capital Improvement Assessments and Reconstruction Assessments provided for in this Article IV shall be allocated and assessed among the Parcels and the Owners thereof as follows:

(a) The above Assessments shall be allocated among the Parcels and the Owners thereof as set forth in Article XXIII hereof and **Exhibit "D"** attached hereto.

(b) Once a Condominium Declaration is recorded, regardless of whether it is a Timeshare Declaration or creates a Residential Condominium, the Condominium Association shall allocate an Assessment levied upon it among the Residential Unit Title Holders by multiplying the amount of such Assessment by the percentage ownership of common elements appurtenant to each particular Residential Unit under the Condominium Declaration. Further, the Condominium Association shall have a lien right against each Residential Unit to secure payment of each Residential Unit's, and if applicable each Fractional Interests thereon, applicable portion of the Building Shared Expenses and Residential Shared Facilities Expenses. For purposes of allocation of Assessments, pursuant to this Section, Building D Condominium Units and Project Residential Units shall be allocated their percentage share of Assessments for Residential Shared Facilities and as to the Building D Condominium Parcel, its share of Building Shared Expenses. Therefore, it is not intended that Project Residential Units be allocated any portion of the Building Shared Expenses.

(c) The Garage Owner may modify the formula set forth in Article XXIII and Exhibit "D" and referenced in Paragraph (a) above, in order to account for unforeseen changes in development plans and to maintain an equitable system of Assessment allocation. At such time as the improvements planned for the Building D Condominium Parcel and Project Residential Units are completed, the formula shall be adjusted to allocate a proper share of all expenses to such Parcels which shall be determined on the basis stated in **Exhibit "D"**.

Common Assessments shall be estimated annually, in accordance with §4.6, and payable in monthly or quarterly installments, as the Owner levying the Common Assessment may determine, but not less frequently than quarterly, one full month or quarter, as applicable, in advance, on the dates determined by such Owner, of which dates said Owner shall inform the other Owners reasonably in advance. Adjustments to the Common Assessments made necessary by changes in the Building Shared Expenses, Garage Parking Spaces (which term shall mean all parking spaces in the Garage, whether reserved, as provided elsewhere in this Declaration, or otherwise), Building Exterior and Residential Shared Facilities Expenses shall be made during a particular fiscal year or at the beginning of a next fiscal year, as the respective Owner determines, but until notified of how adjustments are to be handled, Owners shall continue to pay installments at the same intervals and in the same amounts as the most recent previously due installments. Capital Improvement and Reconstruction Assessments shall be due within thirty (30) days after notice of such an Assessment is given by the respective Owner or in such monthly or quarterly installments as the respective Owner may specify. Special Assessments shall be due within thirty (30) days after notice of such an Assessment is duly given, except as may be otherwise specifically provided in this Declaration.

If any installment of any type of Assessment is not paid when due, all scheduled or pending installments of such type of Assessment for the following twelve (12) months

may be accelerated and shall be due in one lump sum, to the extent allowed by law. If a certain type of Assessment or installment thereof is defaulted upon, in addition to acceleration of all installments of such type of Assessments, all other types of Assessments or installments may be accelerated and deemed due in one lump sum. The determination whether to accelerate Assessments or installments thereof shall be made by the Garage Owner or Creditor Owner (whichever is applicable) in the course of enforcement of defaulted obligations pursuant to §5.4.

4.6 Accounting and Budgeting Matters. The Garage Owner shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures for the Building Exterior costs and casualty insurance and, if applicable, the Residential Shared Facilities, and for the Building Shared Facilities and Garage Parking Spaces, respectively, for which Parcels are obligated to pay Building Shared Expenses, Building Exterior, Garage Parking Spaces and Residential Shared Facilities Expenses, as applicable, as herein provided, for each fiscal year, and shall cause to be distributed a copy of each such statement to each Owner and to each Mortgagee who has filed a written request for copies of the same with the applicable Owner. At least thirty (30) days prior to the beginning of each fiscal year, the Garage Owner shall prepare and distribute to the Owners a written, itemized estimate (budget) of the expenses to be incurred by the applicable Owner during such year in performing its functions under this Declaration and for which the other Parcel is obligated to contribute. All budget schedules prepared and distributed in accordance with this Section shall conform to the allocations indicated on **Exhibit "D"** and shall include separate schedules for Building Shared Expenses, Building Exterior, Garage Parking Spaces and Residential Shared Facilities Expenses. The first annual Common Assessment shall be adjusted according to the number of months remaining in that fiscal year. The estimate may (but need not) include reasonable reserves for repairing and replacing improvements (computed by means of a formula based upon the estimated life and estimated repair and replacement costs for each improvement) and may (but need not) include reserves for contingencies (neither such reserve shall be considered a Capital Improvement or Reconstruction Assessment). Common Assessments shall be based on such budgets. Garage Owner may, at any time, amend its budget and the Common Assessments shall be amended accordingly to the extent such budget and Assessments were inadequate and additional sums are needed. Written notice of any change in the amount of the annual Common Assessment shall be sent to the applicable Owner at least thirty (30) days prior to the effective date of the change. At the end of any fiscal year all excess funds over and above the amounts used for Building Shared Expenses, Building Exterior, Garage Parking Spaces and Residential Shared Facilities Expenses shall be retained by the Garage Owner and used to reduce the following year's Common Assessments, as applicable. The Garage Owner shall maintain a separate accounting for each Parcel Owner and shall not co-mingle Assessments, as applicable, from the Project with any other property outside the Project, however, nothing herein shall prohibit the Garage Owner from co-mingling within one (1) or more bank depositories or accounts Assessments relating to the Building.

4.7 Condominium Budget. Each Owner which is a Condominium Association shall be responsible for including in the appropriate budget of such Condominium Association, such Condominium Association's share of the expenses included in the Garage Owner's budget for the relevant period. Any Assessments hereunder shall be deemed to be a common expense of each respective Condominium Association as to all Residential Unit Title Holders within their respective Condominiums.

ARTICLE V.

EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE GARAGE OWNER AND CREDITOR OWNER

5.1 Imposition of Lien. A lien is hereby imposed (subject to the rights of a Creditor Owner as elsewhere stated herein) on all Parcel(s), as applicable, (a) for enforcement by the Garage Owner and for the benefit of the Owners, to secure payment of all Assessments now or hereafter imposed in accordance with this Declaration, and (b) for enforcement by and for the benefit of any Creditor Owner, to secure repayment to such Creditor Owner of amounts advanced by such Creditor Owner, in the manner provided in §5.2, for the account of a Defaulting Owner. Such lien shall also secure payment to the applicable Owner or repayment to the Creditor Owner of all late charges and interest assessed on delinquent Assessments pursuant to §4.5, reimbursement for or payment of all reasonable attorneys' fees and other reasonable costs incurred by the applicable Owner or Creditor Owner in connection with the collection of claims relating to unpaid Assessments or other amounts due and/or the enforcement of the lien and payment of all amounts for subsequent Assessments, if any, the maturity of which may have been accelerated pursuant to §5.4 as a result of the event of a default in one payment of Assessments. If all or any portion of any installment of a Common Assessment, Capital Improvement Assessment, Special Assessment or Reconstruction Assessment is not paid within ten (10) days after its due date, the Owner responsible therefor may be required to pay a late charge equal to five (5%) percent of the amount unpaid. If all or any portion of any installment of an Assessment or any other amount due hereunder is not paid within thirty (30) days after it is due, the Owner responsible therefor shall owe interest on the unpaid amount from its due date at the highest lawful rate then applicable to loans of that amount.

5.2 Creditor Owner Advances on Behalf of Defaulting Owner. If any Owner shall fail to pay Assessments or such other amounts as may be due and payable pursuant to the terms of this Declaration (including, without limitation, late charges and interest on past due Assessments), then any other Owner may pay the same, and the Defaulting Owner shall then be indebted to the Creditor Owner for such amounts, on which interest shall accrue at the rate specified in §5.1, and the Creditor Owner shall also have the lien on the Defaulting Owner's Parcel provided for in §5.1 to secure payment of such indebtedness.

5.3 Notice of Claim of Lien. No action shall be brought to foreclose any Assessment lien herein unless at least thirty (30) days has expired following the date a Notice of Claim of Lien is deposited in the United States mail, certified or registered, postage prepaid, to the Defaulting Owner of the Parcel, and a copy thereof has been recorded by the applicable Owner or the Creditor Owner, whichever is applicable, in the Public Records of the County. Any such Notice of Claim of Lien must recite a sufficient legal description of the Parcel liened, the record Owner or reputed Owner thereof, the amount claimed (which may include interest and late charges on the unpaid Assessment at the rates and amounts described in §5.1, reasonable attorneys' fees, late charges and expenses of collection in connection with the debt secured by the lien, and late charges), and the name and address of the claimant. Any such Notice of Claim of Lien shall be signed and acknowledged by an officer or agent of the applicable Owner or the Creditor Owner, whichever is applicable.

5.4 Collection of Unpaid Assessments. If any Assessment or installment thereof is not paid within thirty (30) days after its due date, the applicable Owner or the Creditor Owner (whichever is applicable) may mail a default notice to the Defaulting Owner and simultaneously to the Mortgagee of the Defaulting Owner's Parcel or of the Residential Units or, if applicable, within such Parcel who has requested a copy of such default notice, and in the event that an action for lien foreclosure is contemplated, a Notice of Claim of Lien pursuant to the preceding section shall also be sent to the Defaulting Owner and Mortgagee, if any, who have requested a copy of such notice. A single notice meeting the requirements of both the default notice and the Notice of Claim of Lien may in the alternative be issued, in accordance with the same schedule and to the same persons as stated in the preceding sentence. The default notice shall specify (a) the fact that one or more Assessments or installments thereof or other amounts due hereunder are delinquent, (b) the action required to cure the default, (c) a date, not less than thirty (30) days from the date that the default notice is mailed to the Defaulting Owner, by which date such defaults must be cured, and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the Common Assessments or installments thereof becoming due in the following twelve (12) months, and in the acceleration of all other Assessments which shall have been levied but not yet become due and payable, and may also result in the foreclosure of the lien securing unpaid amounts.

5.5 Creditor Owner's Remedies for Non-Payment.

(a) Enforcement of Lien. The Creditor Owner may bring an action in its name to foreclose any lien on a Parcel in the manner in which mortgages of real property are foreclosed in Florida and may also bring an action to recover a money judgment for unpaid Assessments or other amounts due with interest thereon (plus the costs and expenses mentioned in §5.1 hereof) without waiving any claim of lien, provided that in either case the Creditor Owner must give the Condominium Association of the Defaulting Owner at least thirty (30) days' written notice of its intentions and, in the case of a foreclosure, must file a Notice of Claim of Lien in the Public Records of the County. Upon the timely curing of any default (including the payment of fees and costs secured by the Creditor Owner's lien) for which a Notice of Claim of Lien was filed, the Defaulting Owner is entitled to have a satisfaction of lien recorded upon payment to the Creditor Owner. Liens created pursuant to this Article shall be deemed effective as of the date of recording of this Declaration. A Residential Unit Title Holder shall have the right to pay its proportionate share of its respective Parcel's unpaid Assessments and upon receipt by the Creditor Owner of such payment, said Residential Unit shall be partially released from the lien upon said Residential Unit.

(b) Attorneys' Fees and Other Costs of Enforcement. Reasonable attorneys' fees (which may be incurred by attorneys who are employees of such persons) incurred by the applicable Owner or Creditor Owner, whichever is applicable, incident to the collection of unpaid Assessments or other amounts due or the enforcement of any lien provided for by §5.1 (including attorneys' fees in connection with any review of a judicial or administrative proceeding by appeal or otherwise), together with all sums advanced and paid by the applicable Owner or Creditor Owner, whichever is applicable, or its agent for taxes and payments on account of superior liens or encumbrances that may be required to be advanced by the applicable Owner or Creditor Owner, whichever is applicable, or its agent in order to preserve and protect its lien, shall be payable by the Defaulting Owner and secured by the lien of the applicable Owner or Creditor Owner, whichever is applicable.

5.6 Curing of Default. Upon the timely curing of any default for which a Notice of Claim of Lien was filed by the applicable Owner or Creditor Owner, whichever is applicable, an officer thereof shall record an appropriate Release of Lien upon payment by the Defaulting Owner of a fee, to be determined by the applicable Owner or Creditor Owner, whichever is applicable, to cover the cost of preparing and recording the release. A certificate executed by and acknowledged by any authorized officer or agent of the applicable Owner or Creditor Owner, whichever is applicable, stating the amount of the indebtedness secured by the lien upon any Parcel created hereunder shall be conclusive as to the amount of such indebtedness as of the date of the certificate with respect to all persons, other than the Owner of the subject Parcel, who rely on it in good faith. Such a certificate shall be furnished to any Owner upon request at a reasonable fee.

5.7 Cumulative Remedies. The liens and the rights of foreclosure and sale hereunder shall be in addition to and not in substitution for all other rights and remedies which the applicable Owner or Creditor Owner and their assigns may have hereunder and under law, including a suit to recover a money judgment.

5.8 Subordination of the Lien to Mortgages.

(a) Lien Subordinate to Residential Unit Mortgage. Notwithstanding anything to the contrary contained in the provisions of § 5.5(a) hereof, the lien to secure payment of Assessments provided for in §5.1 shall be subordinate to the lien of the first mortgage of any Mortgagee of a Residential Unit or Fractional Interest therein, as the case may be, if such mortgage lien was created in good faith and for value and was recorded prior to the date on which the Notice of Claim of Lien is recorded (a "First Mortgage"). The sale or transfer of any Residential Unit shall not affect the Assessment lien. However, the sale or transfer of any Residential Unit pursuant to foreclosure of such First Mortgage or deed in lieu thereof (if such First Mortgage was recorded prior to the recording of a Notice of Claim of Lien) shall extinguish the lien of such Assessments as to installments which become due prior to such sale or transfer. However, no sale or transfer shall relieve such Residential Unit from liability for any installments of Assessments thereafter becoming due or from the lien thereof. All amounts not collected by reason of such foreclosure or deed in lieu shall be deemed a Common Assessment and shall be collectible as such from all Residential Units in that Parcel, including the Residential Unit which is the subject of the foreclosure or deed in lieu thereof. Liens for Assessments under this Article V, shall be superior to liens for assessments of the Condominium Association.

(b) Lien Not Subordinate to Parcel Mortgage. The lien to secure payment of Assessments provided for in §5.1 shall not be subordinate to the lien of the first mortgage of any Mortgagee of a Parcel, whether or not such mortgage was created in good faith and for value, and whether or not recorded prior to a claim of lien being recorded. The sale or transfer of any Parcel shall not affect the Assessment lien. All amounts not collected by such foreclosure or deed in lieu shall be deemed as Common Assessment, and shall be collectable as such from all Parcels, including the Parcel which is the subject of the foreclosure or deed in lieu thereof. Liens for Assessments under this Article V, shall be superior to liens of a Condominium Association.

5.9 Each Claim Separate. Each claim of any party arising under this Declaration shall be separate and distinct, and no defense, set-off or counterclaim

arising against the enforcement of any lien or other claim of any party hereto shall thereby be or become a defense, setoff or counterclaim against the enforcement of any other lien or claim.

ARTICLE VI.

OPERATION AND MAINTENANCE

6.1 Compliance with Laws and Insurance Requirements. Each Owner shall comply with all laws, rules, orders, ordinances, regulations and requirements (hereafter in this §6.1 collectively referred to as "laws" and each of which is individually referred to as a "law") now or hereafter enacted or promulgated, of the United States, the State of Florida, the County, the City, and of any other governmental authority or agency thereof now or hereafter having jurisdiction, and also of any recognized insurance rating organization and of any other body or board concurrently or successively exercising similar functions, and of any other lawful authority having jurisdiction, relating to the ownership, Maintenance or use of the Parcel owned by such Owner, if noncompliance with such law would subject any other Owner to liability or criminal prosecution, or would jeopardize the full force or effect of the certificates of occupancy for the Building, or portions thereof, or would result in the imposition of a lien against the Parcel of any other Owner or would cause termination of or would increase the rate of premiums on any public liability or casualty insurance policy maintained by an Owner. The provisions of this section shall not be deemed to relieve any Owner of the obligation to perform any Maintenance for which such Owner has the responsibility.

6.2 Construction and Other Liens. An Owner shall, within sixty (60) days after the filing of any construction, materialman's or other lien, bond off or otherwise remove of record any construction, materialman's or other lien affecting the Parcel of any other Owner, arising by reason of any work or materials ordered by such Owner or by reason of any act taken or suffered or omitted by such Owner. Removal of record of such lien may be accomplished by any means provided in the Florida Construction Lien Law or a successor statute thereto.

6.3 Disturbances. No Owner shall permit any noxious odor, noise or vibration which under the circumstances is unreasonable to emanate from the Parcel owned by such Owner which will damage or disturb the occupancy of any other Parcel or the enjoyment of any Building Shared Facility or Residential Shared Facility; provided, however, that no action that is in accord with the Project Standards or is reasonably necessary to effect construction contemplated by this Declaration shall violate this provision.

6.4 Maintenance. The Garage Owner which is to bear the Maintenance responsibility for any Building Shared Facility and Residential Shared Facilities or other asset located within another Parcel shall utilize its reasonable efforts to not permit and to correct any noxious odor, or noise in violation of the terms hereof. Notwithstanding the foregoing, all Owners recognize and acknowledge that certain activities within a Timeshare Condominium, Residential Condominium or rental apartment building (e.g., parties, trash collection, rooftop air conditioning units, vents, etc.) will by their very nature result in noise and odors that are unavoidable. By taking title to their respective Parcel or Residential Unit, if applicable, and any property within the Parcel, each Residential Unit Title Holder, Parcel Owner and all Occupants agree to these anticipated and unavoidable conditions.

6.5 Business Hours. All activities by or on behalf of any Owner in the use and occupancy of such Owner's Parcel, including, without limitation, Maintenance, shall be performed, insofar as possible, in a manner which minimizes interference with the use of any other Parcel and is performed during normal business hours.

6.6 Maintenance of Parcels. Subject to §§6.7 and 6.8, each Owner shall be responsible for the Maintenance of all portions of its Parcel in conformance with the Project Standards, including the fixtures and equipment in its Parcel that serve only its Parcel (including but not limited to heating, ventilating and air conditioning equipment, plumbing fixtures and connections thereto, and electric panels, outlets and wiring). Each Owner shall also be responsible for the Maintenance of all facilities serving its Parcel exclusively which are located within the Parcel of another Owner.

6.7 Maintenance of Building Shared Facilities and Residential Shared Facilities. The Garage Owner shall be responsible for the Maintenance of the Building Shared Facilities and Residential Shared Facilities, the cost of which shall be allocated to all Owners as elsewhere provided in this Declaration.

6.8 Maintenance of the Building Exterior. The Garage Owner shall be responsible for the Maintenance of the Building Exterior, the cost of which shall be allocated to all Owners as elsewhere provided in this Declaration; provided, however that the Garage Owner agrees to maintain such exterior in a non-discriminatory fashion as to all parts of the Building, subject, however, to normal phasing of Maintenance. The Garage Owner shall arrange for periodic cleaning of windows as a Building Shared Expense and for repairs and replacement of windows that shall be charged to the appropriate Parcel Owner.

6.9 Requirements. All Maintenance in the Building shall be performed in a good workmanlike manner, by employees or agents of the Owners or the Manager, or by licensed contractors, which contractors, shall carry public liability insurance and employer liability insurance in amounts usual and customary for the work undertaken and such worker's compensation insurance as required by law.

ARTICLE VII.

INSURANCE

7.1 Condominium. In the event of the recording of Condominium Declarations for all or a portion of the Building, the term "Owner" as used in this Article VII shall mean the applicable Condominium Association acting on behalf of each Residential Unit Title Holder within each such Condominium and not the individual Residential Unit Title Holder.

7.2 Casualty Insurance. The Garage Owner shall keep the Building (which term for the purposes of this Article VII shall not include any additions or alterations installed by or at the direction of a Residential Unit Title Holder) 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 the County, with all risk, extended coverage, vandalism and malicious mischief endorsements in an amount equal to the full replacement value thereof excluding the cost of excavation and of

foundations, the cost of which shall be a Building Shared Expense. 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. Any amount of a loss advanced by Garage Owner by reason of not being paid under any deductible provision or retained loss provision in any insurance policy shall be treated as a Building Shared Expense or a Residential Shared Expense, as applicable.

The insurance policies shall provide that all monies for losses payable thereunder shall be paid to the Insurance Trustee provided for in §12.1. Such policies shall name as parties insured as their interest may appear (i) every Owner, (ii) at the request of any Owner, the lessee or Mortgagee of all or any portion of the Parcel owned by such Owner, (iii) at the request of any such lessee, any holder of a leasehold mortgage which is a lien upon the lease held by such lessee; and (iv) at the request of the Board of Directors of each Condominium Association, the Condominium Association. At the request of any Owner, such policies shall contain standard mortgagee clauses in favor of any Mortgagee of all or any portion of the Parcel owned by such Owner and/or any holder of a mortgage on a leasehold interest in all or any portion of such Parcel, as their interests may appear, provided that the cost of adding any standard mortgagee clause shall be borne by the Owner requesting such addition. Nevertheless, all monies payable under such policies shall be payable in accordance with the provisions of this Declaration. 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 for the benefit of all Owners, Fractional Interest Owners, Residential Owners and Condominium Associations and Occupants and waivers of any defense based on co-insurance or other insurance, and shall provide that such policies may not be cancelled or modified without at least thirty (30) days (ten (10) days in the event of a cancellation for non-payment of premium) prior written notice to all of the named insureds and Mortgagees.

7.3 Liability Insurance. Garage Owner shall maintain (a) commercial general liability insurance against claims for bodily injury, death or property damage occurring upon, in or about the Building, the Building Shared Facilities and/or the Residential Shared Facilities, and (b) worker's compensation insurance to the extent required by law with respect to the Building (and with respect to work performed on the Building Exterior) and employers liability insurance with limits of $500,000 disease - each employee, $500,000 disease policy limit and $500,000 each accident. Said insurance shall be in at least such amounts as from time to time are carried by prudent owners of similar buildings in the County. The expense of liability insurance maintained by the Garage Owner with respect to the Building Exterior required by this §7.3 shall be a Building Shared Expense and the expense of the Garage Owner's liability insurance maintained by the Garage Owner shall be a Building Shared Expense. In no event, however, shall the policies for commercial general liability insurance required by clause (a) above afford protection for combined limits of less than $15,000,000.00 in respect to any occurrence, nor shall the amount of worker's compensation insurance policies required under clause (b) above be less than the amount required by applicable laws or regulations or the insurance policies for employers liability insurance be less than the limits descried above. The policies effecting such commercial general liability insurance shall name as insured parties, as their interests may appear and as applicable, (i) the Manager, (ii) each of the Owners, (iii) at the request of any Owner, any lessee of all or any portion of the Parcel owned by such Owner, (iv) any Mortgagee in possession of

any portion of the Building, (v) any leasehold Mortgagee in possession of any portion of the Building demised to a lessee who is named as a party insured or additional insured, (vi) at the request of any Owner, the managing agent of the Parcel owned by such Owner; (vii) at the request of any Owner, the partners, members, directors, officers and/or employees of such Owner; and (viii) at the request of the Board of Directors of the Condominium Association governing the Condominium, the directors and officers of such association. Each such policy, to the extent obtainable, 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 and each such policy shall contain waivers of subrogation (except in the case of worker's compensation and employer's liability policies) for the benefit of all Owners, and waivers of any defense based on coinsurance or other insurance, and shall provide that such policies may not be cancelled or modified without at least thirty (30) days (ten (10) days in the event of a cancellation for non-payment of premium) prior written notice to all of the insureds and Mortgagees. Any amount of a loss advanced by Garage Owner by reason of not being paid under any deductible provision or retained loss provision in any insurance policy shall be treated as a Building Shared Expense.

7.4 Insurance Policies. Thirty (30) days prior to the expiration of any policy of insurance from time to time maintained pursuant to §§7.2 and 7.3, Garage Owner shall effect the renewal or replacement of such policy. Thirty (30) days prior to the expiration of any policy of insurance from time to time maintained pursuant to the provisions of §§7.2 and 7.3, Garage Owner shall deliver copies of binders for the renewal policies to all other Owners who are required to be covered thereby to be followed within thirty (30) days by copies of the relevant pages from any blanket insurance policies which it may maintain indicating renewal of the required coverage in question under such blanket policy. Where cost effective to do so without effective loss of coverage, and if approved by the Garage Owner, casualty and liability coverage shall be obtained for more than one Parcel under a single policy with the cost therefore fairly allocated among all covered Parcels.

7.5 Indemnification. Provided that the required insurance is commonly available and commercially reasonable, in the event Garage Owner fails to maintain any insurance required by this Article VII and to the extent such insurance is lacking, Garage Owner hereby indemnifies and holds harmless the other Owners and all other interested parties, as their interests would otherwise appear, and as their sole remedy for any failure to obtain such insurance, from and against any and all claims, suits, actions, damages, and/or causes of action arising from any personal injury, loss of life or damage to property which would be covered by said insurance if it were in effect. In the event of a claim for indemnification hereunder, the following procedure shall apply:

(a) Notice. If any third party makes a claim for which an Owner (the "**Indemnified Party**") seeks indemnity hereunder from another Owner (the "**Indemnitor**"), the Indemnified Party shall as soon as practicable notify Indemnitor of the details of the claim ("**Claim Notice**").

(b) Defense of Admitted Indemnified Claim. After receiving a Claim Notice, Indemnitor may elect, by written notice to the Indemnified Party, to assume the defense of such claim by using counsel selected by Indemnitor, acting reasonably. If Indemnitor assumes such defense and admits that the claim is subject to the Indemnitor's indemnity obligations, then: (i) the claim shall be deemed to be a claim

indemnified by the Indemnitor; (ii) the Indemnified Party may, at its election, participate in the defense of the claim, but Indemnitor will have no obligation to pay for any defense costs including attorneys' fees of the Indemnified Party after Indemnitor assumes the defense of the claim; and (iii) Indemnitor will have the right, without cost to Indemnified Party, to compromise and settle the claim on any basis believed reasonable, in good faith, by Indemnitor, and Indemnified Party shall be bound thereby.

(c) Disputed Indemnity. After receiving a Claim Notice, if Indemnitor either does not assume the defense thereof, or does so under a reservation of rights without admitting that the claim is subject to the Indemnitor's indemnity obligations, then: (i) the claim shall not be deemed to be a claim indemnified by the Indemnitor and neither party shall have waived any rights to assert that the claim is or is not properly a claim subject to the Indemnitor's indemnity obligations; (ii) both Indemnitor and Indemnified Party may, at their individual election, participate in the defense of such claim but Indemnitor will remain responsible for the costs of defense, including reasonable attorneys' fees of the Indemnified Party should the claim ultimately be determined to be subject to Indemnitor's indemnity obligation; and (iii) the Indemnified Party shall have the right to compromise and settle the claim on any basis believed reasonable, in good faith, by the Indemnified Party, and the Indemnitor will be bound thereby should the claim ultimately be determined to be subject to Indemnitor's indemnity obligation.

7.6 Insurance for Condominium Associations and Unit Owners. In the event of the recording of Condominium Declarations, the Residential Unit Title Holders shall be required to carry insurance for their own benefit, provided such required insurance is commonly available and that all policies for such insurance shall contain waivers of subrogation for the benefit of all Owners and the Residential Unit Title Holders, and, further provided, that the liability of the carriers issuing the insurance obtained pursuant to §§7.2 and 7.3, shall not be affected or diminished by reason of any such insurance carried by the owners of the individual Residential Units.

ARTICLE VIII.

DAMAGE TO THE STRUCTURE

8.1 Repair and Restoration.

(a) Garage Owner Right to Repair and Restore. If any portion of the Building is damaged by fire or casualty regardless of which Parcel(s) is/are so damaged, such damage shall be repaired and restored as promptly as is reasonably possible under the administration of the Garage Owner which shall have responsibility over that portion of the Building in which the damage has occurred, and shall administer the repair and restoration of the damaged portion of the Building in accordance with the then-existing Building Plans (with such changes as are permitted by §9.1). Garage Owner, in accordance with the provisions of this Article VIII, shall be entitled to withdraw any insurance proceeds held by the Insurance Trustee by reason of such damage, for application to the costs and expense of such repair and restoration. Notwithstanding the foregoing, in performing such repair and restoration, the Garage Owner shall install in the kitchens and bathrooms of the Residential Units fixtures and appliances of the same kind and quality as originally found in the kitchens and bathrooms of said Residential Units, or if such are unavailable, then such fixtures and appliances as shall

be commonly found in similar units in other first-class residential or Timeshare Condominiums, as the case may be. The requirements to repair and restore portions of the Building similarly extend to Building Shared Facilities and Residential Shared Facilities to the extent that such Parcels have been damaged and require repair and restoration.

(b) Mandatory Repair and Restoration of Damage Affecting a Parcel Owner if Occurrences Involve No Damage Affecting Other Parcels, Building Shared Facilities or Residential Shared Facilities. If any portion of a Parcel is damaged by fire or other casualty, and there is no damage to any facility serving any other Parcel or to any Building Shared Facilities or Residential Shared Facilities, then the portion of the Parcel so damaged shall be repaired and restored by the Garage Owner in accordance with the then-existing Building Plans (with such changes as are permitted by §9.1). However, the Garage Owner, in its sole and absolute discretion, may delegate the responsibility to repair and restore the damaged Parcel to the Parcel Owner (if, in the case of a Parcel in which there is a declared condominium, then to the Condominium Association for such Parcel) who shall proceed in accordance with the provision of this Article VIII to repair and restore the damaged area and be entitled to withdraw any insurance proceeds held by the Insurance Trustee by reason of such damage for application to the cost and expense of such repair and restoration. Nothing herein shall require the Garage Owner to delegate responsibility for repair and restoration, which delegation shall be in the sole and absolute discretion of the Garage Owner.

8.2 Repair and Restoration Procedures. The plans and specifications for any repair or restoration to be performed under §8.1 shall be prepared by the Architect (as defined in §11.2) designated in accordance with §11.2. The plans and specifications for any repair or restoration shall be developed consistent with the then existing Building Plans. The Architect shall assist the Garage Owner responsible for performing the repair or restoration in question in obtaining bids therefor from responsible contractors. Such contractor shall be chosen in the manner provided in Article XI hereof. The contractor shall work under the administration of the Architect and the Garage Owner responsible under §8.1 for causing such repair and restoration to be performed. The Architect for a given repair or restoration is hereby authorized and directed to deliver such certifications and instructions as may be required by Article XII to the Insurance Trustee, from time to time as such repair and restoration progress, to obtain disbursement for application to the cost and expense of such repair and restoration of (a) the insurance proceeds and (b) any other monies for such repair or restoration, which may have been deposited with the Insurance Trustee pursuant to §8.3. All instructions to the Insurance Trustee shall be made available by the Architect at reasonable times for inspection by Garage Owner.

8.3 Application of Insurance Proceeds and other Funds to Repair and Restore.

(a) Insufficient Insurance Proceeds. All insurance proceeds paid in connection with a casualty shall be used to their full extent to fund restoration and repair hereunder. If the cost and expense of performing any repair and restoration provided for in §8.1 shall exceed the amount of insurance proceeds paid under policies by reason of the damage being repaired and restored, then such excess cost and expense shall be borne by the Owners in proportion to the cost and expense of repairing and restoring the improvements within each of their respective Parcels. For the purpose of determining such proportions, the cost and expense of repairing and restoring any

Building Shared Facilities shall be allocated by the Architect to the Owners in the proportion which shall be determined pursuant to Article XXIII and **Exhibit "D."** For the purpose of determining such proportions, the cost and expense of repairing and restoring any Residential Shared Facilities shall be allocated by the Architect to the Owners in the proportion which shall be determined pursuant to Article XXIII and **Exhibit "D"**. In any such instance of repair or restoration which is to be performed pursuant to §8.1, if the Architect's estimate of the cost and expense of performing such repair or restoration (or, if a fixed cost construction contract shall have been executed providing for the performance of such repair and restoration, then the fixed costs so provided for, plus all other expenses estimated by the Architect) exceeds the amount of insurance proceeds paid by reason of the damage which shall have necessitated such repair and restoration, then the Garage Owner shall impose a Reconstruction Assessment upon each of the respective Owners of Parcels for their proportionate share of the amount of such excess cost and expense which shall be borne as provided above in this §8.3(a), whereupon each Owner of a Parcel shall so deposit with the Insurance Trustee the amount of such Owner's Reconstruction Assessment. If any Owner (hereinafter referred to in this sentence as the "Defaulting Owner") shall fail to pay, or, as the case may be, deposit, the Defaulting Owner's Reconstruction Assessment in accordance with this paragraph, then the Defaulting Owner's obligation may be enforced and the lien on the Defaulting Owner's Parcel securing payment of Assessments may be foreclosed, in accordance with Article V hereof.

(b) Excess Repair and Restoration Funds. Upon completion of the repair and restoration in accordance with this Article VIII of any damage to the Building, any insurance proceeds and any construction Assessments paid to the Insurance Trustee by reason of such damage in excess of the cost and expense of performing such repair and restoration shall be refunded to the Owners in the respective proportions by which each Owner contributed funds to the funds held by the Insurance Trustee, attributing to each Owner as its contribution the proceeds paid into the Insurance Trustee fund by the insurer under any insurance policy maintained by such Owner, plus any Reconstruction Assessment paid by such Owner for such repair and restoration.

8.4 Legal Variances.

(a) Cooperation. If, to perform any repair or restoration provided for in §8.1, it shall be necessary to obtain a variance, special permit or exception to or change in zoning or other laws ("variance") in order to repair or restore the Building to its condition as described in the Building Plans immediately prior to such damage, and if the Garage Owner responsible for carrying out such repair and restoration believes it is possible to obtain the variance, and so notifies the Owners in writing, then the Owners shall cooperate to obtain the variance. If architectural and/or legal services shall be necessary to obtain the variance, then the Garage Owner responsible for carrying out such repair and restoration shall retain an architect and/or attorney to perform such services. The legal and architectural fees and all other costs and expenses of applying for obtaining the variance shall be considered as a part of the cost and expense of carrying out the repair and restoration. There shall be no obligation to commence any repair or restoration if a variance is sought in accordance with this §8.4, while such variance is being diligently sought.

(b) Modifications. If any repair or restoration to be performed pursuant to §8.1 hereof cannot be carried out in compliance with the law, and if the variance is not obtained pursuant to the immediately preceding paragraph within six (6) months of the date of the casualty, then necessary adjustments shall be made in the plans and specifications for such repair and restoration so that the Building, as repaired and restored, shall comply with law. However, no substantial reduction in the floor area contained within the Garage or serving the Garage and no substantial reduction in the floor area contained within a Parcel, or areas serving the Parcel, shall be made without the consent of the Parcel Owner who shall be affected by such reduction. If said Owner shall be unwilling to so consent, and if it shall not be feasible to make such adjustments without substantially reducing said floor areas, then such repair and restoration shall not be performed pursuant to §8.1. Subject to the provisions of the following paragraph, any insurance proceeds, less costs and expenses paid or incurred in applying for the variance, shall be paid out by the Insurance Trustee to the Owners in proportion to the amount such proceeds shall have been paid by the insurers for damage to improvements within the respective Parcels of each of the Owners.

8.5 Disputes. If any dispute shall arise pursuant to the provisions of this Article VIII then the dispute shall be settled by arbitration in accordance with Article XIV hereof, but the arbitrators shall have no power or authority to vary the provisions of this Article VIII without the consent of each Owner.

ARTICLE IX.

ALTERATIONS; REQUIRED CONSENT

9.1 Alterations. Subject to the provisions of Exhibit "D" with respect to cost-sharing of Building Shared Facilities, Residential Shared Facilities and other items the cost of which are Building Shared Expenses or Residential Shared Facilities Expenses, to the provisions of Article XXIII, and to the limitations contained in this Article IX, any Owner may at any time at such Owner's sole cost and expense make alterations to the improvements within such Owner's Parcel. In connection with such alterations the Owner may relocate any easement within such Parcel granted to any other Owner pursuant to Article II, provided, however, that such alterations shall not, without such other Owner's consent, materially diminish the benefits afforded to such other Owner by such easement or interrupt such other Owner's use of such easement, except to the extent such interruption is not reasonably avoidable to perform repairs, relocation, alteration or Maintenance. Garage Owner shall not alter in any material and adverse respect any Building Shared Facilities in the Garage without the consent of the West Tower Owners and the East Tower Owner, which consents shall not be unreasonably delayed, withheld or conditioned. The West Tower Owners and the East Tower Owner agree that they shall not make, nor permit to be made any alteration of the West Tower or the Residential Units therein or the East Tower or the Residential Units therein, respectively, which shall necessitate the erection of additional columns, bearing walls, or other structures within the Garage Parcel for the support of the West Tower or the East Tower nor make any material alteration to the Visible Areas without the Garage Owner's prior written consent which consent shall not be unreasonably delayed, withheld or conditioned. The Garage Owner shall have the absolute right to withhold any consent for any alteration which in not consistent with the Project Standards.

If at any time any Owner proposes to make any such alterations, and if such alterations will change the location of, reduce the area of, or otherwise affect, any easement granted to another Owner pursuant to Article II, or such alteration is of the type for which the consent of the other Owner is required under the preceding paragraph, then, before commencing such alterations, the Owner who proposes to make such alterations shall give to such other Owners a copy of the plans and specifications showing the proposed alterations. If such other Owners shall not, within thirty (30) days after delivery of said plans and specifications, give the Owner who proposes to make such alterations a written notice objecting to the proposed alterations, then, subject to the other restrictions set forth in this Article, the proposed alterations may be made by the Owner who proposes same, provided that alterations actually made are shown on the plans and specifications furnished to such other Owner. If the other Owner shall give a written notice objecting to the proposed alterations, and if the Owner who proposes to make such alterations and the other Owner objecting thereto do not resolve their differences within fifteen (15) days after the giving of such notice, then the Owner who proposes to make such alterations shall not commence the same until the dispute has been settled by arbitration in accordance with Article XIV.

Any Owner making alterations shall comply with all laws, rules, orders, ordinances, regulations and requirements of any government or municipality or any agency thereof having jurisdiction and shall, within thirty (30) days after demand by any other Owner, discharge, by the filing of a bond or otherwise, any construction, materialman's or other lien asserted against the Parcel of such other Owner by reason of the making of such alterations. Any Owner making an alteration shall provide to Garage Owner a complete set of as-built plans with respect to the work performed within thirty (30) days of substantial completion of said work. An Owner shall, to the extent reasonably practicable, make alterations in such a manner as to minimize any noise or vibration or odor which would disturb an Occupant or Occupants of a Parcel owned by any other Owner.

Any such alterations shall be made at the cost of the Owner performing the same; provided, however, if the same are performed by the Garage Owner to a Building Shared Facility or Residential Shared Facility as a capital improvement to the Building Exterior as a whole, then such alterations shall be paid for through Common Assessments or a Capital Improvement Assessment, as may be applicable.

Upon completion of any alteration pursuant to this §9.1, the Building Plans shall be amended to reflect such alteration "as-built."

9.2 Review of Proposed Construction. Subject to such rights of approval granted in §9.1 or elsewhere in this Declaration, and further subject to any architectural control provisions in the Master Declaration which may affect the Building, no improvement or alteration as provided for in this Article IX, or reconstruction, repair, demolition or the like as provided for in Articles VIII and X, shall be performed, erected or installed on or in the Building by the an Owner, nor any subdivision, platting or replatting of a Parcel shall be made, unless and until, in any such case, the plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to, and approved in writing, by Garage Owner. Garage Owner shall approve proposals or plans and specifications submitted for its approval only if it considers that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the Building as a whole, and that the appearance of any structure affected thereby will be in harmony with

the surrounding structures and is otherwise desirable. Garage Owner may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. Garage Owner may also issue rules or guidelines setting forth procedures for the submission of plans for approval and may require such detail in plans and specifications submitted for its review as it considers proper, including, without limitation, floor plans, surveys, elevation drawings and descriptions or samples of materials and colors. Until receipt by it of required plans and specifications and other requested information as necessary, Garage Owner may postpone review of any proposal submitted for approval. Garage Owner shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and a proposal that is not rejected within such thirty (30) day period shall be deemed approved. Notwithstanding any provisions in this Article IX to the contrary, the approval of Garage Owner shall not be required for any non-structural additions, changes or alterations if the non-structural additions, changes or alterations are not in a Visible Area within a Parcel.

9.3 No Waiver of Future Approvals. The approval of Garage Owner of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of Garage Owner, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters subsequently or additionally submitted for approval or consent.

9.4 Compensation. Garage Owner shall receive no compensation for services rendered, other than reimbursement for third party expenses incurred by it in the performance of its duties hereunder except as otherwise provided herein. Garage Owner may retain an architect or engineer to advise it in its deliberations, to review plans and specifications submitted and to inspect work for which approval is required. Garage Owner may impose a fee upon an "Applicant" (as hereinafter defined) to defray the costs and fees of the architect or engineer in reviewing the Applicant's plans and specifications and inspecting the work.

9.5 Inspection of Work. The inspection of work and correction of defects therein, if any, shall proceed as follows:

(a) Notice of Completion. Upon the completion of any work for which approved plans are required under this Article IX, the applicant (who may be an Owner or a Condominium Association) for such approval ("Applicant") shall give Garage Owner written notice of the completion.

(b) Inspection. Within thirty (30) days thereafter, Garage Owner or their respective authorized representative(s) may inspect the work. If Garage Owner finds that the work was not done in substantial compliance with the approved plans, it shall notify the Applicant in writing of the noncompliance within thirty (30) days thereafter, specifying the particulars of noncompliance.

(c) Non-Compliance. Any Applicant who receives notice of a non-compliance as provided in §9.5(b) shall remedy the noncompliance within thirty (30) days of being notified, and, if such applicant fails to, Garage Owner shall notify the Owners in writing of the failure, its nature and the estimated cost of correcting or removing it. If the Applicant does not comply within said thirty (30) days, then any

Owner at its option may either remove the non-complying improvement or remedy the non-compliance, and in either case the Applicant shall reimburse such Owner, upon demand, for all expenses incurred in connection with such Owner's action. If the Applicant fails to promptly reimburse such Owner its expenses, such Owner may levy a Special Assessment against the Applicant and its Parcel for reimbursement.

(d) Effect of Garage Owner's Failure to Notify Applicant. If for any reason Garage Owner fails to notify the Applicant of any non-compliance within thirty (30) days after their receipt of a written notice of completion from the Applicant, the Improvements shall be deemed to be in accordance with the plans approved by Garage Owner.

9.6 Non-Liability of Garage Owner. Neither Garage Owner, any of its Affiliates or any of their respective officers, directors or members, nor any of their authorized representative(s), shall be liable to a Condominium Association, any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of Garage Owner's duties hereunder, including without limitation, repairs to the Building Exterior, unless the loss, damage or injury is due to the willful misconduct or bad faith of one of its officers, directors or members (in which case only the culpable officer, director or member shall have any liability). Garage Owner shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition on the basis of aesthetic considerations and the overall benefit or detriment which would result to the Building. Garage Owner shall take into consideration the aesthetic aspects of the architectural designs, landscaping, color schemes, finishes and materials and similar features. It shall not, however, be responsible for reviewing any plan or design from the standpoint of structural safety or conformance with building or other codes.

9.7 Variances. Garage Owner may authorize a variance from compliance with any of the architectural provisions of this Declaration when circumstances such as natural obstructions, hardship, or aesthetic or environmental considerations dictate a variance. Any such variance must be evidenced in a writing signed by Garage Owner. No violation of this Declaration shall be deemed to have occurred with respect to a matter for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the restrictions in this Declaration for any purpose except as to the particular Parcel and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting use of the Parcel covered by the variance, including, but not limited to, zoning ordinances and set-back lines or requirements imposed by any governmental or municipal authority, nor the Owner's obligation to seek approval by another Owner as set forth in §9.1.

ARTICLE X.

CONDEMNATION

10.1 Payment to Insurance Trustee. Any awards for damage, direct and consequential, resulting from the taking, other than a temporary taking, by the exercise of the power of eminent domain, by any sovereign, municipality or other public or private authority, of all or any part of the Building or the easements or other appurtenances thereto shall be paid to the Insurance Trustee provided for in §12.1.

10.2 Allocation of Awards. The awards received by the Insurance Trustee pursuant to §10.1 shall be allocated by the Architect among the Owners in that proportion which the damage to each Owner's Parcel and to all easements and other appurtenances thereto shall bear to the damage to all of the Parcels and the easements and other appurtenances thereto, taking into account the allocation provided for in Article XXIII and Exhibit "D," and the award shall be distributed by the Insurance Trustee to the respective Owners (or to any lessee or Mortgagee to whom any Owner's rights to such award are assigned pursuant to §17.4) in accordance with such allocation, subject, however, to the provisions of Article 10. If the damages to each Owner's Parcel and the easements and other appurtenances thereto shall have been determined by a court of law or equity in connection with the taking proceeding, then, subject to any right of appeal, such determination shall be conclusive as to the proportions of the total award to be allocated to each of the Owners pursuant to this §10.2, in lieu of application of the preceding sentence. Notwithstanding the foregoing, all condemnation proceeds allocated to any Owner shall first be paid to the Insurance Trustee, for utilization pursuant to §10.4 in funding repair and restoration, and §10.3 and 10.4 shall control the timing and amount of any subsequent distribution to the Owners.

10.3 Repair and Restoration Following Condemnation. If the taking authority shall take a portion of the improvements within only one Parcel and if such taking does not include any facilities within such Parcel which serve or benefit the Owner of another Parcel or any Building Shared Facilities or Residential Shared Facilities, then, the repair and restoration of such improvements shall be performed by the Owner of such improvements, and such Owner shall be entitled to withdraw, for application to the cost of said repair and restoration and in accordance with the provisions of Article VIII, that portion (which may be 100%) of any condemnation award or awards paid to the Insurance Trustee by reason of such taking which shall have been allocated to the Owner of such improvements pursuant to §10.2.

In the event of a taking, if the provisions of the preceding paragraph shall not be applicable, then, (i) the repair and restoration of any damage to the Building occasioned by such taking shall be performed by the Garage Owner on behalf of all of the Owners; and (ii) subject to the provisions of §10.6, the repairs and restoration of any damage to the Garage, Building Shared Facilities or Residential Shared Facilities occasioned by such taking shall be performed by the Garage Owner. The plans and specifications for such repair and restoration shall be prepared by the Architect. Such plans and specifications shall provide for such changes in the Building, Garage, Building Shared Facilities or Residential Shared Facilities, as applicable, as shall be required by reason of such taking. After completing the preparation of such plans and specifications, the Architect shall furnish to each Owner a set of such plans and specifications, and shall assist the Garage Owner, as applicable, in obtaining bids for such repair and restoration from responsible contractors. On the basis of such bids the Architect shall furnish each Owner with an estimate of the portions of the cost and expense of such repair and restoration which are to be borne by each of the Owners, respectively, in accordance with the allocation provided for in §10.4. Such contractor shall be selected in the manner provided in Article XI hereof. The contractor shall work under the administration of the Architect and Garage Owner. The Garage Owner is hereby authorized, empowered and directed to instruct the Insurance Trustee from time to time as such repair and restoration progress, to disburse in accordance with the Architect's certificate issued pursuant to §12.2 the condemnation award or awards paid to the Insurance Trustee pursuant to §10.1 by reason of the taking and any other monies deposited with the Insurance Trustee pursuant to §10.4, for application to the cost and expense of such

repair and restoration. Each such instruction given by the Garage Owner, as applicable, to the Insurance Trustee to disburse funds for such cost and expense shall be accompanied by a statement of the Architect setting forth the portion of such cost and expense which is to be borne by each of the respective Owners pursuant to the allocation provided for in §10.4. The Insurance Trustee shall charge each Owner's portion of such cost and expense against the portion of the condemnation award or awards allocated to such Owner pursuant to §10.2.

10.4 Allocation of Costs of Repair and Restoration. All condemnation awards paid to the Insurance Trustee shall first be used to fund all repair and restoration to be performed under §10.3. To the extent the condemnation awards paid into the Insurance Trustee are insufficient to fully fund any repair and restoration to be performed under §10.3, or if there are no such awards, the cost and expense of performing the repair and restoration provided for in §10.3 shall be borne by the respective Owners in that proportion which the cost and expense of repairing and restoring the improvements within the Parcel of each Owner, respectively, shall bear to the entire cost and expense of such repair and restoration.

If the condemnation awards paid to the Insurance Trustee exceed 120% of the estimate of the cost of the repair and restoration determined by the Architect pursuant to §10.3, then the Insurance Trustee shall distribute to the Owners, in advance of performance of restoration and repair, and surplus awards in excess of 120% of the estimated cost of repair and restoration, such surplus to be distributed to the Owner in the respective proportions determined under §10.2 to be their respective shares of the condemnation awards. The sum retained by the Insurance Trustee shall be held and disbursed in accordance herewith to fund restoration and repair. If the cost of repair and restoration as determined by the Architect exceeds the amount of the condemnation awards paid to the Insurance Trustee, then a Reconstruction Assessment shall be levied by the Garage Owner and shall be payable by the Owners for the difference, which amount shall be deposited with the Insurance Trustee, the proportionate responsibility of each Owner for such amount being determined as provided in the second sentence of the first paragraph of this §10.4. If any Owner (the "Defaulting Owner") shall fail to pay the Defaulting Owner's Reconstruction Assessment in accordance with this paragraph, then the Defaulting Owner's Obligation may be enforced and the lien on the Defaulting Owner's Parcel securing payment of the Assessment may be foreclosed, in accordance with Article V hereof.

Upon completion of any repair and restoration of the Building in accordance with this Article, any condemnation awards and Reconstruction Assessments paid to the Insurance Trustee which remain after payment of the cost and expense of performing such repair and restoration shall be refunded to the Owners in the respective proportions by which each Owner contributed funds to the funds held by the Insurance Trustee, attributing to each Owner as its contribution any condemnation award amount paid into the Insurance Trustee fund and allocated to such Owner under §10.2, plus any Reconstruction Assessment paid by such Owner for such repair and restoration.

10.5 Substantial Taking. For the purpose of §10.6 and generally in this Declaration, "Substantial Taking" of the Building shall be defined as follows: (i) If greater than or equal to 50% of the replacement value of the Building is destroyed by such a condemnation occurring during the period commencing with the initial recordation of this Declaration and terminating thirty (30) years thereafter ("Initial Period"); (ii) If greater than or equal to 35% of the replacement value of the Building is destroyed by a

condemnation occurring at any time during the period commencing with the end of the Initial Period and terminating ten (10) years thereafter ("Second Period"); (iii) If an amount greater than or equal to 25% of the replacement value of the Building is destroyed by a condemnation occurring at any time during the period commencing with the end of the Second Period.

10.6 Limitations on Repair or Restoration by the Garage Owner. In the event that any condemnation results in a Substantial Taking of the Building, the Garage Owner shall have the option not to proceed with repair or restoration of the Building, notwithstanding any obligation the Garage Owner might otherwise have to repair or restore under §10.3. The Garage Owner shall elect whether to exercise such option on or before the ninetieth (90th) day following the date the order establishing the amount of the condemnation award becomes final, and shall deliver written notice to the Owners and the Insurance Trustee of any election by it to exercise such option. In such event, the condemnation proceeds paid to the Insurance Trustee from the condemnation shall be disbursed by the Insurance Trustee to the Owners whose Parcel has been taken, or their Mortgagee(s), as their interests may appear, for utilization in demolition of the Building or such other purposes as the Garage Owner and any such other Owner and/or such Mortgagee(s) may reasonably determine.

10.7 Temporary Taking. In the event of a taking of the temporary use of any space, the respective Owners shall be entitled to receive directly from the taking authority any award or awards for such taking of space within their respective Parcels or within any easement or appurtenance, according to the law then applicable.

10.8 Disputes. If any dispute shall arise pursuant to this Article X, such dispute shall be settled by arbitration in accordance with Article XIV, but the arbitrators shall have no power or authority to vary the provisions of this Article X without the consent of each Owner.

ARTICLE XI.

SELECTION OF CONTRACTORS OR THE ARCHITECT

11.1 Selection of Contractors. When any repair, restoration, reconstruction, demolition, removal of debris or filling required to be performed pursuant to §8.1 or §10.3 is to be funded with funds attributable to the insurance policies, condemnation awards and/or Reconstruction Assessments of a single Owner, Garage Owner may choose the contractor who shall perform such work. In each event wherein a contractor is needed to perform any repair, restoration, demolition, removal of debris or filling required to be performed pursuant to §8.1 or §10.3, and such work is to be funded under the terms of this Declaration with funds attributable to the insurance policies, condemnation awards and/or Reconstruction Assessment of more than one Owner, then Garage Owner shall invite all of the contractors nominated by either of them and any such Condominium Association to submit bids for the work to be performed. Any such Condominium Association may nominate more than one (1), but not more than two (2), contractors. The terms of bidding shall require that all bids be for a fixed cost and submitted at a particular place or places by a specified time and date. Garage Owner shall allow the contractors a reasonable time, following the announcement of the invitation to bid, to review any plans and specifications and to prepare estimates. The conditions of bidding shall require, unless such requirement is waived by Garage Owner, that the successful contractor post a performance bond and a labor and material

payment bond, issued by a company authorized to engage in the business of issuing such bonds in the State of Florida, in an amount equal to the amount of such contract. The bond shall name Garage Owner, any such condominium association(s) and the Mortgagee(s) holding a first mortgage upon each Parcel or upon the leasehold interest of such lessee, as joint and individual obligees, shall provide that all amounts which may be payable to the obligees thereunder shall be paid to the Insurance Trustee, and shall be conditioned on the completion of and payment for the work to be performed. Unless the Condominium Association on whose behalf such work is to be performed otherwise instructs Garage Owner in writing, Garage Owner shall select the lowest bidding responsive and responsible contractor, and shall, in the name of and for the account of the Owners to be benefited by the work to be performed, enter into a construction contract with such contractor providing for the completion of and payment for such work. In lieu of the foregoing bidding procedure, the Owners, in any contractor selection in which they are jointly interested, may at their option designate, without pursuing such procedure, such contractor as they may mutually agree upon. Notwithstanding the foregoing provision of this § 11.1 and § 11.2 below.

11.2 Selection of the Architect. The "Architect" shall be the preparer of the Building Plans, to wit, 2 W.R. Holmes Wilkins Architects, Inc. (Production Architect), unless, either due to the aforementioned firm no longer being in practice or to a choice not to utilize such firm by persons herein empowered to make such choice, another practitioner or firm is chosen as hereafter provided. In all instances where no affirmative action to the contrary is taken by persons so authorized as hereafter provided in this §11.2, the Architect shall be as specified in the preceding sentence. The Garage Owner shall have the power to appoint an Architect for purposes of any repair, restoration reconstruction, and the like, under this Declaration concerning the Building or any component thereof. Upon selection of an Architect, Garage Owner shall give written notice of such choice to the Owners.

ARTICLE XII.

DISBURSEMENT OF FUNDS BY INSURANCE TRUSTEE

12.1 Garage Owner Acting as Insurance Trustee. For purposes of this Article, and relative to insurance, reconstruction or condemnation proceeds and other funds to be deposited, kept, maintained and disbursed to Owners or contractors pursuant to the provisions of this Declaration, the Garage Owner shall be deemed to be acting as the Insurance Trustee, with all powers and duties of the Insurance Trustee for all amounts not to exceed the equivalent of twenty-five percent (25%) of the total Common Assessments for the year in which monies are deposited with the Insurance Trustee. In the event that the amounts deposited, kept, maintained and disbursed exceed twenty-five percent (25%) of the total Common Assessments for the year during which the deposit occurs, the Insurance Trustee shall be a bank or trust company, as indicated in §12.2, hereof. All references in this Article to Owner(s) shall be deemed to refer to the Garage Owner relative to disbursements for reconstruction or repair purposes, it being intended that the Garage Owner, as elsewhere stated in this Declaration, shall have the primary responsibility to administer damage repairs or reconstruction, as the case may be.

12.2 Insurance Trustee. Subject to the provisions of §12.1 hereinabove, the Insurance Trustee shall be a bank or trust company authorized to do business in the State of Florida. The bank or trust company named by the Garage Owner in a written

notice given to the other Owners, shall act as Insurance Trustee for all purposes under this Declaration. The Insurance Trustee may retain free of trust, from the monies held by it, the Insurance Trustee's reasonable fees and expenses for acting as Insurance Trustee.

The Insurance Trustee shall place the monies held by it in an interest-bearing account. The Insurance Trustee, within thirty (30) days after request from any Owner given to the Insurance Trustee and to the other Owners, shall purchase with such monies, to the extent feasible, United States Government securities payable to bearer and of the most practicable maturities, not in excess of one year, except insofar as it would, in the good faith judgment of the Insurance Trustee, be impracticable to invest in such securities by reason of any disbursement of such monies which the Insurance Trustee expects to make shortly thereafter, and the Insurance Trustee shall hold such securities in trust hereunder. Any interest paid or received by the Insurance Trustee on monies or securities held in trust, and any gain on the redemption or sale of any securities, shall be added to the monies or securities so held in trust by the Insurance Trustee. Monies received by the Insurance Trustee pursuant to any of the provisions of this Declaration may be mingled with the Insurance Trustee's own funds and shall be held by the Insurance Trustee in trust for the use and purposes herein provided.

The Insurance Trustee shall have the authority and duty to disburse funds held by it pursuant to this Declaration in the manner, to the persons, and at the times provided in this Declaration. The Insurance Trustee shall not be liable or accountable for any action taken or suffered by the Insurance Trustee, or for any disbursement of monies by the Insurance Trustee, in good faith in reliance on advice of legal counsel. The Insurance Trustee shall have no affirmative obligation to make a determination of the amount of, or to effect the collection of, any insurance proceeds or condemnation award, unless the Insurance Trustee shall have given an express written undertaking to do so, which shall otherwise be the obligation of the Owners.

The Insurance Trustee may rely conclusively on any Architect's certificate furnished to the Insurance Trustee in accordance with the provisions of §12.3 hereof and shall not be liable or accountable for any disbursement of funds made by it in reliance upon such certificate.

12.3 Architect's Certificate. In any instance when, pursuant to any provision of this Declaration, the Insurance Trustee shall be required to disburse insurance proceeds, condemnation awards or other funds for application to the cost of repair, restoration and/or demolition, the Insurance Trustee shall not be required to make disbursements more often than at thirty (30)-day intervals, and each request for disbursement shall be made in writing at least five (5) days in advance. Each request for disbursement shall be accompanied by a certificate of the Architect, dated not more than ten (10) days prior to the request for disbursement, setting forth the following:

(i) That the sum then requested to be disbursed either has been paid by or on behalf of an Owner or Owners (in which case the certificate shall name such Owner or Owners) or is justly due to contractors, subcontractors, materialmen, engineers, architects or other persons (whose names and addresses shall be stated) who have rendered or furnished, or agreed to render or furnish, certain services, equipment, and materials and the principal subdivisions or categories thereof and the respective amounts so paid or due to

each person in respect thereof and stating the progress of the work up to the date of the certificate;

(ii) That the sum then requested to be withdrawn, plus all sums previously withdrawn, does not exceed the cost of the work actually accomplished up to the date of such certificate plus the cost of materials supplied and actually stored on-site (which materials shall be adequately insured against fire, theft and other casualties for the benefit of all Owners);

(iii) That no part of the cost of the services and materials described in the foregoing paragraph (i) which is being counted as a basis for the then pending application has been the basis of the withdrawal of any funds in any previous application; and

(iv) That following the making of the requested advance, the funds remaining with the Insurance Trustee shall be sufficient to complete the repair and restoration based upon the Architect's estimate of such cost to complete.

Upon compliance with the foregoing provisions of this §12.3, the Insurance Trustee shall, out of the monies held by the Insurance Trustee, pay or cause to be paid to the Owners, contractors, subcontractors, materialmen, engineers, architects and other persons named in the Architect's certificate the respective amounts stated in the certificate to be due them.

12.4 No Reliance by Contractors. No contractor, subcontractor, mechanic, materialman, laborer or any other person whatsoever, other than the Owners and any Mortgagee or lessee to whom an Owner's rights shall have been assigned as permitted in §17.4, shall have any interest in or rights to or lien upon any funds held by the Insurance Trustee. The Owners and, pursuant to such assignment, any such Mortgagees and lessees, by agreement among themselves, may at any time provide for a different disposition of funds than that provided for in this Declaration, without the necessity of obtaining the consent of any contractor, subcontractor, mechanic, materialman, laborer or any other person whatsoever. If at any time the Owners, and such Mortgagees and lessees, if any, shall jointly instruct the Insurance Trustee with regard to the disbursement of any funds held by the Insurance Trustee, then the Insurance Trustee shall disburse said funds in accordance with said instructions. The Insurance Trustee shall have no liability to anyone by reason of having so disbursed said funds in accordance with said instructions.

ARTICLE XIII.

FORCE MAJEURE

13.1 Force Majeure. An Owner (hereafter in this §13.1 referred to as a "Non-Performing Owner") shall not be in default in the non-performance of any obligation of such Non-Performing Owner under this Declaration, other than an obligation requiring the payment of a sum of money, if and so long as non-performance of such obligation shall be directly caused by fire or other unavoidable casualty, national emergency, laws, governmental or municipal restrictions, enemy or terrorist action, civil commotion, strikes, inability to obtain labor or materials (except where due to the economic inability

of such Non-Performing Owner for reasons other than the failure of the Insurance Trustee to disburse funds), war or national defense preemptions, acts of God or other similar causes beyond the control of such Non-Performing Owner. Within fifteen (15) days after the giving of any written notice by another Owner (hereafter in this §13.1 referred to as "the Other Owner") to the Non-Performing Owner describing the non-performance by such Non-Performing Owner of any such obligation, the Non-Performing Owner shall notify the Other Owner in writing of the existence and nature of any such cause for non-performance which is beyond the control of the Non-Performing Owner, and the steps, if any, which the Non-Performing Owner shall have taken to eliminate the cause for non-performance. Thereafter, the Non-Performing Owner shall from time to time on written request of the Other Owner keep the Other Owner fully informed in writing of all further developments concerning such cause for non-performance and the efforts, if any, being made by the Non-Performing Owner to end the cause for non-performance.

ARTICLE XIV.

ARBITRATION

14.1 Notice to Arbitrate. If a dispute shall arise between or among any of the Owners, and if, pursuant to any provision of this Declaration, the dispute is to be settled by arbitration, then any Owner may serve upon the other Owner or Owners involved in the dispute a written notice demanding that the dispute be arbitrated pursuant to this Article XIV.

14.2 Appointment of Arbitrators and Procedure. The arbitrators shall be appointed pursuant to the then applicable rules of the American Arbitration Association, or any organization successor thereto, and the proceeding shall follow said rules and shall take place in the County; provided, however, that the arbitrators shall permit discovery as though the case were proceeding under the Federal Rules of Civil Procedure then in effect for the Federal District Court in which the County is located. Judgment upon the determination rendered by the arbitrators may be entered in any court having jurisdiction thereof. The fees and expenses of the arbitrators shall be divided equally between or among such Owners. If any Owner shall fail to pay its share of any fees or expenses of the arbitrators it shall be deemed to be a "Defaulting Owner" and any other Owner or Owners may pay the same and become a Creditor Owner. The Defaulting Owner shall upon demand reimburse the Creditor Owner for such payment (failure to so do permitting the Creditor Owner to levy a Special Assessment on the Defaulting Owner and its Parcel therefor). If in connection with any arbitration it shall be necessary to determine the value of any Parcel or portion thereof, the arbitrators who shall be selected shall be disinterested persons of recognized competence in the field of real estate appraisal.

ARTICLE XV.

ESTOPPEL CERTIFICATES

15.1 Estoppel Certificates. Each Owner agrees, within fifteen (15) days after written request by any other Owner, to execute and deliver to such Owner or to any existing or prospective purchaser, Mortgagee or lessee designated by such Owner, a certificate in recordable form stating to the best of its knowledge: (a) whether or not there is any existing default hereunder by any Owner in the payment of any sum of

money owing to the Owner executing such certificates; (b) whether or not there is any existing default by any Owner with respect to which a notice of default has been given or received by the Owner executing such certificate and if there is any such default, specifying the nature and extent thereof; (c) whether or not there are any sums (other than those arising within the previous forty-five (45) days out of the normal course of operation of the Building) which the Owner executing such certificate is entitled to receive or demand from any other Owner hereunder, and if there is any such sum, specifying the nature and extent thereof; (d) whether or not the Garage Owner has performed or caused to be performed, or is then performing or causing to be performed, any Maintenance or other work not in the normal course of operation of the Building, the cost of which the Garage Owner may be entitled to charge in whole or in part to any Owner but has not yet charged to such other Owner, and if there be any such Maintenance or other work, specifying the nature and extent thereof; (e) whether or not the Garage Owner has performed or caused to be performed, or is then performing or causing to be performed, any Maintenance or other work, specifying the nature and extent thereof; (f) whether or not there are any set-offs, defenses or counterclaims then being asserted or otherwise known against enforcement of any obligations hereunder which are to be performed by the Owner executing such certificate, and, if so, the nature and extent thereof; (g) whether or not any Owner has given any notice to the Owner executing such certificate making a demand or claim hereunder which has not yet been discharged or otherwise resolved, or given any notice of a dispute to be settled or resolved by arbitration in accordance with the provisions of Article XIV, and if so, a copy of any such notice shall be delivered with the certificate; (h) whether or not there is any pending dispute involving the Owner executing such certificate which has been submitted for arbitration hereunder, and if so, specifying the nature of the dispute; (i) whether or not the arbitrators have made any ruling or decision involving the Owner executing such certificate within the ninety (90) days preceding the date of such certificate, and if so, identifying such ruling or decision; and (j) whether or not the Owner executing such certificate has made any then outstanding assignment of rights, privileges, easements or rights of entry pursuant to §17.4 or otherwise, and if so, identifying such assignment. In the event of the recording of the Condominium Declarations, any such certificates which are required of the Owners within a Parcel submitted to condominium ownership shall be given by the president or vice president of the Condominium Association.

In addition to the estoppel certificates delivered pursuant to the foregoing paragraph, each Condominium Association for a Condominium shall deliver to the Garage Owner, within thirty (30) days after written request therefor (but not more often than twice in each calendar year), a certificate setting forth the names of the owners of record (as shown by the Public Records of the County), of all Residential Units in such Condominium Association, at the time of the giving of such certificate, the names of the directors and the officers of that Condominium Association.

ARTICLE XVI.

NOTICES

16.1 Giving of Notice. Any notice, demand, election or other communication (hereafter in this Article XVI collectively referred to as "Notices," and individually referred to as a "Notice") which any Owner or other party hereto shall desire or be required to

give pursuant to the provisions of this Declaration shall be sent by registered or certified mail or by hand delivery and the giving of such notice shall be deemed complete ten (10) days following the time the same is deposited in the United States mail, with postage, including registration or certification charges, prepaid, enclosed in a sealed envelope addressed to the person intended to be given such notice at the address herein provided, or if hand delivered (including delivery through a recognized national delivery service) at the time of actual receipt. Notices to any Owner shall be sent to such Owner addressed as follows or to such other address as may be designated by such Owner from time to time in a notice given pursuant to this §16.1:

If to Declarant (or any of them): Legendary, Inc.
Attn: Peter H. Bos
4460 Legendary Drive, Suite 400
Destin, FL 32451
Fax: (850) 337-8001

With a copy to: Kirschner & Legler, P.A.
Attn: Mitchell W. Legler
300A Wharfside Way
Jacksonville, FL 32207
Fax: (904) 346-3299

Any Owner who has previously complied with the notice provisions may from time to time by written notice to the other Owners, designate a different address which shall be substituted for that specified above. The Garage Owner shall designate a place from time to time in the Garage for the posting of address changes, meeting notices and similar information.

Copies of notices to any lessee or Mortgagee entitled to receive such copies pursuant to §17.4 shall be addressed to such lessee or holder at the address or addresses, designated by such lessee or holder or to such other address or addresses, as such lessee or holder may thereafter from time to time designate by written notice given pursuant to the provisions of this Article XVI.

If at any time and from time to time any person, corporation, or other entity shall succeed in whole or in part to the interest or estate of any Owner, then such person, corporation, or other entity shall not be entitled to receive any notice hereunder, and any notice given (or deemed to have been given) to the prior Owner of such interest or estate shall be deemed to have been given to such person, corporation or other entity, unless and until the party giving such notice shall be given written notice of the change of ownership by which such person, corporation or other entity shall have acquired such interest or estate. Nothing herein contained shall be construed to preclude personal service of any notice, demand, request or other communication in the same manner that personal service of a summons or other legal process may be made.

16.2 Multiple Ownership. If at any time the interest or estate of any Owner hereto shall be owned by more than one person, corporation or other entity (hereafter in

this paragraph collectively referred to as "said Owners"), then, said Owners shall give to each other Owner a written notice, executed and acknowledged by all of said Owners, in a form proper for recording, which shall (a) designate one person, corporation or other entity having an address in the State of Florida to whom shall be given, as agent for all of said Owners, all notices thereafter given to said Owners hereunder and (b) designate such person, corporation or other entity as agent for the service of process in any action or proceeding, whether before a court or by arbitration, involving the determination or enforcement of any rights or obligations hereunder. Thereafter, until such designation is revoked by written notice given by all of said Owners or their successors in interest, any notice, and any summons, complaint or other legal process or any notice given in connection with an arbitration proceeding (which such summonses, complaints, legal processes and notices given in connection with arbitration proceedings are hereafter in this §16.2 collectively referred to as "legal process") given to, or served upon, such agent shall be deemed to have been given to, or served upon, each and every one of said Owners at the same time that such notice or legal process is given to, or served upon, such agent. If said Owners shall fail so to designate in writing one such agent to whom all notices are to be given and upon whom any legal process is to be served, or if such designation shall be revoked as aforesaid and a new agent is not designated, then any notice or legal process may be given to, or served upon, any one of said Owners as agent for all of said Owners and such notice or legal process shall be deemed to have been given to, or served upon, each and every one of said Owners at the same time that such notice or legal process is given to, or served upon, any one of them, and each of such Owners shall be deemed to have appointed each of the other Owners as agent for the receipt of notices and the service of legal process as aforesaid.

Notwithstanding the foregoing provisions of this §16.2, to the extent permitted by law, notices to a Condominium Association operating a Parcel or a portion thereof and all of its constituent Residential Unit Title Holders shall be served upon the president of such Condominium Association, and such president shall be the agent for service of process of the Condominium Association and its constituent Residential Unit Title Holders. Said president of the Condominium Association shall be empowered to give notice and/or serve process on behalf of that respective Condominium Association and any or all Residential Unit Title Holders within that respective Condominium Association, for any purposes under this Declaration, which notice shall be binding upon that Condominium Association and/or or the Residential Unit Title Holders in whose behalf it shall have been given.

ARTICLE XVII.

HEIRS, SUCCESSORS AND ASSIGNS

17.1 Provisions Run with the Land. This Declaration is intended to and shall run with the real property benefited and burdened hereby, and shall bind and inure to the benefit of the parties hereto and their successors in title.

17.2 Release on Conveyance. In the event that any person or entity (the "Grantor") who owns all or any portion of any Parcel conveys to another (the "Grantee") all of the right, title and interest of such Grantor in such Parcel or portion thereof, then, from and after any such transfer, the Grantor shall from the time of such conveyance be entirely relieved from the obligation to observe and perform all covenants and obligations which the Grantor would otherwise be liable hereunder to observe and

perform by virtue of ownership of the interest conveyed. In the event of any such conveyance by a Grantor of all of its interest in a Parcel or portion thereof, the Grantee shall from the time of such conveyance be deemed to have assumed the liability to observe and perform all the covenants and obligations imposed by this Declaration on the person or entity owning the interest conveyed. No Grantor shall be released by virtue of this §17.2 from liability incurred under any covenant or obligation in this Declaration prior to the time of its conveyance of all of its interest. In any case in which a transfer or conveyance of title occurs by reason of eminent domain, and such taking is only for a temporary period, or for only a portion of a Parcel, the Grantor in such instance shall be relieved from performance of its covenants and obligations hereunder only to the extent prescribed elsewhere in this Declaration, and to the extent not so prescribed, as may be prescribed by such legal or equitable principles then applicable in the State of Florida.

17.3 Easements Benefit Tenants, etc. Subject to the provisions of §2.8, any easement or right of entry herein granted to any Owner or any Residential Unit Title Holder shall be for the benefit not only of such person but also for the benefit of any Occupants, Fractional Interest Owners, tenants, licensees, employees, guests, invitees, agents, contractors and Mortgagees of such Owner or Residential Unit Title Holder whom such Owner or Residential Unit Title Holder shall permit to use such easement or right of entry.

17.4 Assignment of Rights to Lessees, Mortgagees. Any Owner or Residential Unit Title Holder may, without the necessity of conveying title to such Owner's Parcel or Residential Unit, as applicable, assign or otherwise transfer to any lessee or mortgagee, all or any of the rights, privileges, easements and rights of entry herein given to such Owner or Residential Unit Title Holder (including, without limitation, any right to make any election, to exercise any option or discretion, to give any notice, to perform any work of demolition, restoration, repair, replacement or rebuilding, to receive monies from the Insurance Trustee other than the monies required for restoration, repair or reconstruction of the Building, Parcel or Residential Unit, and to receive any and all other monies payable to such Owner or Residential Unit Title Holder). Any such lessee may in turn assign or otherwise transfer all or any of such rights, privileges, easements and rights of entry to the holder of a mortgage covering the leasehold estate of such lessee, and any such lessee or holder may exercise any such right, privilege, easement or right of entry so assigned or otherwise transferred to it to the same extent as if in each instance this Declaration specifically granted such right, privilege, easement or right of entry to such lessee or holder, provided that such lessee or holder provides the notices to Garage Owner, as required by this §17.4. No other Owner (or the Insurance Trustee or any other person having any rights hereunder) shall be bound to recognize any assignment, lease, mortgage or other transfer referred to in this §17.4, or the exercise or accrual of any rights pursuant to such assignment, lease, mortgage or other transfer, or to recognize any holder of a first mortgage as a Mortgagee hereunder, until such other Owner or Residential Unit Title Holder and the Insurance Trustee are given written notice, in the manner provided in Article XVI for the giving of notice, of such assignment, lease, mortgage or other transfer, which notice shall then be imputed to any other person having rights hereunder. Said notice shall be accompanied by a certified copy of the instrument effecting such assignment or other transfer. Any Owner, Residential Unit Title Holder, the Insurance Trustee, mortgagee or lessee who is given written notice as aforesaid of such assignment or other transfer, and any successor, personal representative, heir or assign of such Owner, Residential Unit Title Holder or such other person, shall thereafter, simultaneously with the giving of any "notice" (as

that term is defined in the first sentence of Article XVI) under this Declaration to such assignor or transferor, give to such lessee or Mortgagee a copy of such notice pursuant to said Article XVI. No such notice shall be effective against such lessee or Mortgagee unless a copy thereof is given to such lessee or Mortgagee as aforesaid.

Any such lessee or Mortgagee to whom rights, privileges, easements or rights of entry are assigned or otherwise transferred pursuant to this §17.4 shall, within ten (10) days after written request made by any Owner (but not more than twice during each calendar year), execute, acknowledge and deliver to such Owner, or to any existing or prospective purchaser, Mortgagee or lessee designated by such Owner, an estoppel certificate in recordable form containing the statements called for in §15.1 except that the words "the Owner executing such certificate," wherever the same appear in §15.1, shall be deemed instead to refer to the lessee or Mortgagee executing such estoppel certificate. In the event of the recording of Condominium Declarations or the recording of a declaration of condominium with respect to any Parcel, any owner of a Residential Unit in the Condominium, may assign or otherwise transfer its rights in the manner described in this §17.4 with respect to its portion of such condominium. To be considered a Mortgagee of a Residential Unit for purposes of this Declaration, the holder of such a First Mortgage shall give notice as prescribed in the preceding paragraph. In addition to giving notice as prescribed in this §17.4, the holder of a first mortgage lien as to either a Parcel or any Residential Unit shall also satisfy the definition of Mortgagee included in Article I, in order to be considered a Mortgagee under this Declaration.

17.5 Certain Imputations and Stipulations Concerning Notice under Article XVII. If pursuant to §17.4, notice of the identity of a particular lessee of an entire Parcel or holder of a first mortgage on a Parcel or a Residential Unit in the West Tower Condominium Parcel, the East Tower Condominium Parcel or the Building D Condominium Parcel is given to the Owners of the other Parcels and/or the Insurance Trustee, as those parties are then identified and constituted, knowledge of such notice and its contents shall be imputed without further action as follows: to the Insurance Trustee and, if the property which is the subject of the notice is a Residential Unit, to the Owner of the Parcel within which the Residential Unit is located; if the property which is the subject of the notice is a Parcel, then to all Owners of Residential Units in said Parcel, and the successors and assigns (and members of any Condominium Association operating such Parcel) of the foregoing. Knowledge of such notice shall likewise continue to be imputed to the persons to whom knowledge of notices is imputed under §17.4, regardless of any succession or assignment.

ARTICLE XVIII.

CERTAIN USE RESTRICTIONS AND RIGHTS

18.1 Retail Use Restrictions. With the exception of the Retail Parcel, the Building Service Parcel, and certain of the Building Shared Facilities as defined elsewhere in this Declaration and described in exhibits hereto, the Building shall not contain any retail space open to the general public or used for commercial purposes, such as, but not limited to, stores, restaurants, real estate sales or rental operations; provided, however that this restriction shall not prevent any Residential Unit Title Holder from renting his, her or its Residential Unit through any person of such Residential Unit Title Holder's choosing. However, it is acknowledged that Declarant, and its affiliates

and assigns, may operate within those portions of the Building even if outside of the East Pass Parcel, a retail sundry shop, meeting rooms, exercise and spa facilities, real estate rental and sales operations, as well as vending machines, a pool bar with drink and food service, and may also provide room service and food and beverage service, meeting services, cater special occasions and provide other services of the type offered by first class destination resort hotels.

18.2 Short Term Rentals Allowed. No Owner or Condominium Association shall impose any restriction or condition which effectively prevents a Residential Unit Title Holder from renting such Residential Unit Title Holder's Residential Unit for any period of time which is overnight or longer without the prior written consent of Declarant which may be granted or withheld in Declarant's sole discretion.

ARTICLE XIX.

SEVERABILITY

19.1 Severability. If any provision of this Declaration is prohibited by or is unenforceable under any applicable law, such provision shall be severed without invalidating the remaining provisions of this Declaration. To the full extent permitted by law the remaining provisions of this Declaration shall be deemed to be a valid and binding agreement in accordance with its terms.

ARTICLE XX.

REMEDIES

20.1 Remedies. The remedies provided in this Declaration shall not be exclusive and, in the event of a breach of any of the terms, covenants and conditions hereof, the Owners shall be entitled to pursue any remedies available at law or in equity, including specific performance, in addition to or in lieu of any of the remedies provided herein, but not including punitive or consequential damages.

ARTICLE XXI.

MISCELLANEOUS

21.1 Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

21.2 Term. The Covenants of this Declaration shall run with and bind the real property subject hereto, and shall inure to the benefit of and shall be enforceable by the the Declarant or the Owner of any property subject to this Declaration, for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by all of Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said Covenants, in whole or in part, or to terminate the same.

21.3 Gender. The use of any gender in this Declaration shall be deemed to include all other genders and the use of the singular shall be deemed to include the plural, and vice versa, unless the context otherwise requires.

21.4 Amendments. This Declaration and the provisions herein may be amended, changed, terminated or modified by an instrument signed by the Owners. In addition, the Declarant shall have the unilateral right to amend this Declaration to spread the easements provided in Article II hereof to and for the benefit of Residential Unit Title Holders Owners and Occupants of the Project Residential Units when and if constructed from time to time to provide them use of and access to the Residential Shared Facilities, the Building Shared Facilities and the Building Service Parcel as the Declarant determines, in its sole discretion to be appropriate. No Amendment shall be made to this Declaration without the prior written consent of any Mortgagee holding a Mortgage lien on any of the Declarant's interests in the Property.

21.5 Certain Mortgagee Rights – Successor Declarant. The Declarant shall have the right to assign for collateral purposes its rights as the Declarant hereunder to a third party which holds a mortgage lien upon all or a portion of the Declarant's interests in the Property. In the event of such an assignment, if the assignee thereof (or another party obtaining such rights as a result of a foreclosure or other transfer as the direction of the assignee following a default by the Declarant) succeeds (a "Successor Declarant") to the interests of the Declarant, than the Successor Declarant shall have no liability or responsibility for any default or failure of the initial Declarant to have met its obligations hereunder, and such Successor Declarant shall be responsible only for the obligations of the Declarant which accrue from and after such transfer of rights to the Successor Declarant.

21.6 No Amendment. No Amendment shall be made to this Master Declaration without the prior written consent of the Declarant and any Mortgagee holding a Mortgage lien on any of the Declarant's interests in the Property.

21.7 Governing Law. This Declaration shall be governed, construed, applied and enforced in accordance with the laws of Florida including matters affecting title to all real property described herein.

21.8 Further Assurances. From time to time after the date hereof each party hereto shall furnish, execute and acknowledge, without charge, such other instruments, documents, materials and information as the other parties hereto may reasonably request in order to confirm to such parties the benefits contemplated hereby.

21.9 Exculpation. Notwithstanding anything herein to the contrary, the representations, covenants, undertakings and agreements made in this Declaration by any Owner are not made and intended as personal representations, covenants, undertakings or agreements by such Owner or for the purpose or with the intention of binding such Owner personally, but are made and intended for the purpose of binding the property of the Owner. No personal liability is assumed by nor shall at any time be asserted or enforceable against an Owner on account of any representation, covenant, undertaking or agreement of such Owner contained in this Declaration, either expressed or implied. All such personal liability, if any, is expressly waived and released by the Owners and by all persons claiming by, through or under the Owners.

21.10 CPI. Whenever a specific dollar amount is recited in this Declaration, unless limited by law or by the specific text hereof or unless held to be unconscionable, such amounts shall be increased from time to time by application of a nationally recognized consumer price index using the date of recordation of this Declaration as the base year. The index used shall be that published by the United States Department of Labor, Bureau of Labor Statistics, designated as "Consumer Price Index, all urban consumers, United States, 1982-84 = 100, all items." If the Bureau of Labor Statistics shall change the method for determining the consumer price index or in the event the Bureau of Labor Statistics shall cease to publish said statistical information and it is not available from any other source, public or private, the Garage Owner shall choose a reasonable alternative to compute such increases.

21.11 Counterparts. This Declaration may be executed in multiple counterparts, each of which shall be deemed part of the same original instrument.

21.12 Jury Waiver. THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION OR LEGAL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL SEEK TO CONSOLIDATE ANY SUCH LITIGATION OR PROCEEDINGS, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CAN NOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE PARTIES, AND THE PROVISIONS HEREOF SHALL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

21.13 Garage Flooding. EACH OWNER AND OCCUPANT ACKNOWLEDGES AND AGREES THAT CERTAIN OF THE PARKING SPACES AND STORAGE UNITS MAY BE LOCATED BELOW THE FEDERAL FLOOD PLAIN AND, ACCORDINGLY, IN THE EVENT OF FLOODING, ANY VEHICLES AND/OR PERSONAL PROPERTY STORED THEREIN IS SUSCEPTIBLE TO WATER DAMAGE. ADDITIONALLY, INSURANCE RATES MAY BE HIGHER THAN IF THE SUBJECT AREAS WERE ABOVE THE FEDERAL FLOOD PLAIN. BY ACQUIRING TITLE TO, OR TAKING POSSESSION OF, ANY PORTION OF THE LAND, EACH OWNER AND OCCUPANT, FOR HIMSELF, HIS FAMILY MEMBERS AND HIS LESSEES, GUESTS AND INVITEES, HEREBY EXPRESSLY ASSUMES ALL RISKS TO VEHICLES AND/OR OTHER PERSONAL PROPERTY AND AGREES TO HOLD DECLARANT AND THE GARAGE OWNER HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM ANY FLOODING IN THE PARKING GARAGE OR OTHER AREAS CONTAINING PARKING SPACES.

ARTICLE XXII.

CONSENT OF CONDOMINIUM ASSOCIATION

In the event of the recording of the Condominium Declaration, wherever in this Declaration the consent or approval of Condominium Associations is required or provided for, and no other means by which such consent or approval shall be given is specified, the same shall be deemed to have been given if the Boards of Directors or Presidents of the Condominium Associations shall have given such consent or approval.

ARTICLE XXIII.

STANDARD OF ALLOCATION

23.1 Standard of Allocation, Repair and Restoration. Whenever, pursuant to this Declaration, it shall be necessary to determine the proportion of any Assessment hereunder which is to be borne by each Owner, the following shall apply:

(a) The proportion to be borne by the Owner of any Parcel shall be determined in the manner provided in **Exhibit "D**."

(b) In the event that any new facilities, not presently called for or shown in the Building Plans, shall hereafter be constructed pursuant to this Declaration and such new facility meets the definition of a Building Shared Facility or Residential Shared Facility, Assessments pertaining to such facility shall be allocated as determined by agreement of the Owners, or, if the Owners shall fail to agree, by arbitration in accordance with the provisions of Article XIV.

IN WITNESS WHEREOF, this Declaration has been duly executed and delivered by the undersigned on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Print Name: Mitchell W. Legler

Print Name: Wendy Parker

DECLARANT:

EAST PASS INVESTORS, INC., a Florida corporation

By:
Name: Peter H. Bos
Title: President

STATE OF FLORIDA)
) SS:
COUNTY OF OKALOOSA)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Peter H. Bos, the President of EAST PASS INVESTORS, INC., a Florida corporation, freely and voluntarily under authority duly vested in him~~/her~~ by said entity. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of May, 2007.

Notary Public

Wendy Parker
Typed, printed or stamped name of Notary Public
My Commission Expires:

WENDY PARKER
Notary Public - State of Florida
My Commission Expires Apr 13, 2010
Commission # DD498959
Bonded By National Notary Assn.

Signed, sealed and delivered
in the presence of:

Print Name: Mitchell W. Legler

Print Name: Wendy Parker

DECLARANT:

EMERALD GRANDE, INC., a Florida corporation

By:
Name: Peter H. Bos
Title: President

STATE OF FLORIDA)
) SS:
COUNTY OF OKALOOSA)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Peter H. Bos, the President of EMERALD GRANDE, INC., a Florida corporation, freely and voluntarily under authority duly vested in him/~~her~~ by said entity. He is personally known to me or has produced _____ as identification.

9th WITNESS my hand and official seal in the County and State last aforesaid this day of May, 2007.

WENDY PARKER
Notary Public - State of Florida
My Commission Expires Apr 13, 2010
Commission # DD498959
Bonded By National Notary Assn.

Notary Public
Wendy Parker
Typed, printed or stamped name of Notary Public
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Print Name: Mitchell W. Legler

Print Name: Wendy Parker

DECLARANT:

HARBORWALK, INC., a Florida corporation

By:
Name: Peter H. Bos
Title: President

STATE OF FLORIDA)
) SS:
COUNTY OF OKALOOSA)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Peter H. Bos, the President of HARBORWALK, INC., a Florida corporation, freely and voluntarily under authority duly vested in him/~~her~~ by said entity. He is personally known to me or has produced _____ as identification.

9th WITNESS my hand and official seal in the County and State last aforesaid this day of May, 2007.

Notary Public

Wendy Parker
Typed, printed or stamped name of Notary Public
My Commission Expires:

WENDY PARKER
Notary Public - State of Florida
My Commission Expires Apr 13, 2010
Commission # DD498959
Bonded By National Notary Assn.

Coleman L. Kelly Testamentary Trust Consent

The undersigned are all of the trustees of **Coleman L. Kelly Testamentary Trust** (the "**Kelly Trust**") and the Kelly Trust is the fee simple title holder of the real property designated as the "**Trust Land**" in the foregoing Declaration of Covenants and Easements and Agreement for Shared Use for Emerald Grande Towers (the "**Building Declaration**"). The undersigned in consideration of $10.00 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by signing below does hereby consent to the filing of the Building Declaration and declare for itself and its successors, heirs and assigns forever, that any and all interest it may have in the Trust Land shall forever be subject to all conditions, restrictions, limitations, dedications, easements and encumbrances set forth in the Building Declaration and agree that the Trust Land is hereby made subject to the Building Declaration which shall hereafter run with the Trust Land as provided in the Building Declaration.

COLEMAN L. KELLY
TESTAMENTARY TRUST

Print Name: Patricia A. Gardinier

Print Name: Wendy Parker

By: _____
Kent Amos, Trustee of the
Coleman L. Kelly Testamentary Trust

STATE OF FLORIDA)
) SS:
COUNTY OF OKALOOSA)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by KENT AMOS, as Trustee of the COLEMAN L. KELLY TESTAMENTARY TRUST, freely and voluntarily under authority duly vested in him by said corporation. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of May, 2007.

Notary Public

Typed, printed or stamped name of Notary Public
My Commission Expires:

PATRICIA A. GARDINIER
Notary Public, State of Florida
My comm. exp. Jan. 8, 2009
Comm. No. DD 407404

COLEMAN L. KELLY
TESTAMENTARY TRUST

Print Name: Patricia A. Gardinier

Print Name: Wendy Parker

By: _____
Jarrett G. Melvin, Trustee of the
Coleman L. Kelly Testamentary Trust

STATE OF FLORIDA)
) SS:
COUNTY OF OKALOOSA)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by JARRETT E. MELVIN, as Trustee of the COLEMAN L. KELLY TESTAMENTARY TRUST, freely and voluntarily under authority duly vested in him by said corporation. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of May, 2007.

_____
Notary Public

_____
Typed, printed or stamped name of Notary Public
My Commission Expires:

PATRICIA A. GARDINIER
Notary Public, State of Florida
My comm. exp. Jan. 8, 2009
Comm. No. DD 407404

COLEMAN L. KELLY
TESTAMENTARY TRUST

Print Name: Patricia A. Gardinier

Print Name: Wendy Parker

By: Joseph A. Erhart
Joseph A. Erhart, Trustee of the
Coleman L. Kelly Testamentary Trust

STATE OF FLORIDA)
) SS:
COUNTY OF OKALOOSA)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by JOSEPH A. ERHART, as Trustee of the COLEMAN L. KELLY TESTAMENTARY TRUST, freely and voluntarily under authority duly vested in him by said corporation. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of May, 2007.

Notary Public

Typed, printed or stamped name of Notary Public
My Commission Expires:

PATRICIA A. GARDINIER
Notary Public, State of Florida
My comm. exp. Jan. 8, 2009
Comm. No. DD 407404

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 Covenants and Easements and Agreement for Shared Use of Emerald Grande Towers (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:

Print name: Laura Celotto

Print name: Molly Toomey

iStar Financial Inc.

By: _____

Name: Cynthia Tucker

Title: Senior Vice President

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)* [X] is/are personally known to me; [ ] produced a current Florida driver's license as identification; or [ ] produced _____ as identification.

{Notary Seal must be affixed}

_____
Signature of Notary

KIM MAURUTTO
NOTARY PUBLIC
MY COMMISSION EXPIRES SEP. 30, 2008
Name of Notary Typed, Printed or Stamped

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____

SCHEDULE OF EXHIBITS

Exhibit "A"	Legal Description of Land
Exhibit "B"	Legal Description of Garage
"B-1"	Garage Land
"B-2"	Garage Parcel
"B-3"	Trust Land
Exhibit "C"	Building Shared Facilities
Exhibit "D"	Schedule and Allocation of Building Shared Expenses and Residential Shared Facilities Expenses
Exhibit "E"	Legal Description of Building Service Parcel
Exhibit "F"	Legal Description of East Tower Condominium Parcel
Exhibit "G"	Intentionally Omitted
Exhibit "H"	Legal Description of West Tower Condominium Parcel
Exhibit "I"	Legal Description of Retail Parcel
Exhibit "J"	Legal Description of Building D Condominium Parcel
Exhibit "K"	Residential Shared Facilities
Exhibit "L"	Outside Parking Easement
Exhibit "M"	Intentionally Omitted
Exhibit "N"	Building Plans
Exhibit "O"	Legal Description Building D "West" Condominium Parcel
Exhibit "P"	Legal Description Building D "East" Condominium Parcel

EXHIBIT "A"

Legal Description of Land

Exhibit "A"

DESCRIPTION:

EMERALD GRANDE TOWERS
(AS WRITTEN)

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 DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, GO SOUTH 09 DEGREES 24 MINUTES 48 SECONDS WEST, ON SAID WEST LINE OF LOT 10, A DISTANCE OF 54.83 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE OF LOT 10, GO SOUTH 59 DEGREES 31 MINUTES 11 SECONDS EAST, A DISTANCE OF 7.79 FEET; THENCE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 1.85 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 37 SECONDS EAST, A DISTANCE OF 2.79 FEET; THENCE SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 1.42 FEET; THENCE SOUTH 59 DEGREES 31 MINUTES 11 SECONDS EAST, A DISTANCE OF 6.21 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 1.61 FEET; THENCE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 0.46 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.79 FEET; THENCE SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 0.46 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 10.71 FEET; THENCE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 0.46 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.79 FEET; THENCE SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 0.46 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 1.89 FEET; THENCE SOUTH 41 DEGREES 32 MINUTES 57 SECONDS EAST, A DISTANCE OF 5.92 FEET; THENCE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 1.39 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.24 FEET; THENCE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 6.04 FEET; THENCE SOUTH 50 DEGREES 33 MINUTES 08 SECONDS EAST, A DISTANCE OF 31.36 FEET; THENCE SOUTH 80 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 7.66 FEET; THENCE NORTH 09 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 37.00 FEET; THENCE SOUTH 80 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 33.00 FEET; THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 37.00 FEET; THENCE SOUTH 80 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 30.69 FEET; THENCE NORTH 09 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 16.44 FEET; THENCE SOUTH 80 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 6.34 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 120.93 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11 DEGREES 30 MINUTES 18 SECONDS, AN ARC DISTANCE OF 24.28 FEET, (CHORD BEARING AND DISTANCE = NORTH 85 DEGREES 27 MINUTES 43 SECONDS EAST, A DISTANCE OF 24.24 FEET); THENCE NORTH 09 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 1.70 FEET; THENCE SOUTH 80 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.79 FEET; THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 2.02 FEET; THENCE SOUTH 84 DEGREES 58 MINUTES 58 SECONDS EAST, A DISTANCE OF 6.20 FEET; THENCE NORTH 09 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 1.55 FEET; THENCE SOUTH 80 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.79 FEET; THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 1.53 FEET; THENCE SOUTH 80 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 10.71 FEET; THENCE NORTH 09 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 1.53 FEET; THENCE SOUTH 80 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.79 FEET; THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 1.55 FEET; THENCE SOUTH 76

DEGREES 18 MINUTES 20 SECONDS EAST, A DISTANCE OF 6.21 FEET; THENCE NORTH 09 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 2.02 FEET; THENCE SOUTH 80 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.79 FEET; THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 1.70 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 120.93 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11 DEGREES 30 MINUTES 18 SECONDS, AN ARC DISTANCE OF 24.28 FEET, (CHORD BEARING AND DISTANCE = SOUTH 66 DEGREES 45 MINUTES 01 SECONDS EAST, A DISTANCE OF 24.24 FEET); THENCE SOUTH 80 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 6.59 FEET; THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 284.44 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 9.94 FEET; THENCE SOUTH 54 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 3.25 FEET; THENCE SOUTH 35 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.98 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 26.67 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 70 DEGREES 55 MINUTES 54 SECONDS, AN ARC DISTANCE OF 33.02 FEET, (CHORD BEARING AND DISTANCE = SOUTH 54 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 30.95 FEET); THENCE NORTH 35 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 2.98 FEET; THENCE SOUTH 54 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 6.27 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 6.57 FEET; THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 5.10 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 17.05 FEET; THENCE NORTH 09 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 5.10 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 90.89 FEET; THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 1.69 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 17.23 FEET; THENCE NORTH 09 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 1.69 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 23.19 FEET; THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 0.57 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 2.13 FEET; THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 1.90 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 19.08 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35 DEGREES 32 MINUTES 29 SECONDS, AN ARC DISTANCE OF 11.84 FEET, (CHORD BEARING AND DISTANCE = NORTH 83 DEGREES 01 MINUTES 33 SECONDS WEST, A DISTANCE OF 11.65 FEET); THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 2.08 FEET; THENCE SOUTH 84 DEGREES 17 MINUTES 21 SECONDS WEST, A DISTANCE OF 1.49 FEET; THENCE NORTH 09 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 9.44 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 1.33 FEET; THENCE SOUTH 76 DEGREES 36 MINUTES 41 SECONDS WEST, A DISTANCE OF 28.31 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 195.85 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05 DEGREES 25 MINUTES 03 SECONDS, AN ARC DISTANCE OF 18.52 FEET, (CHORD BEARING AND DISTANCE = NORTH 81 DEGREES 11 MINUTES 18 SECONDS WEST, A DISTANCE OF 18.51 FEET); THENCE SOUTH 57 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 0.86 FEET; THENCE NORTH 86 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 20.05 FEET; THENCE NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 13.01 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 195.85 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25 DEGREES 30 MINUTES 46 SECONDS, AN ARC DISTANCE OF 87.21 FEET, (CHORD BEARING AND DISTANCE = NORTH 56 DEGREES 19 MINUTES 37 SECONDS WEST, A DISTANCE OF 86.49 FEET); THENCE SOUTH 46 DEGREES 33 MINUTES 18 SECONDS WEST, A DISTANCE OF 0.42 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 219.52 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08 DEGREES 55 MINUTES 55 SECONDS, AN ARC DISTANCE OF 34.22 FEET, (CHORD BEARING AND DISTANCE = NORTH 39 DEGREES 28 MINUTES 54 SECONDS WEST, A DISTANCE OF 34.19 FEET); THENCE NORTH 55 DEGREES 03 MINUTES 43 SECONDS

EAST, A DISTANCE OF 0.96 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 195.85 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18 DEGREES 20 MINUTES 26 SECONDS, AN ARC DISTANCE OF 62.69 FEET, (CHORD BEARING AND DISTANCE = NORTH 24 DEGREES 24 MINUTES 58 SECONDS WEST, A DISTANCE OF 62.42 FEET); THENCE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 9.50 FEET TO A POINT ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 205.67 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03 DEGREES 14 MINUTES 35 SECONDS, AN ARC DISTANCE OF 11.64 FEET, (CHORD BEARING AND DISTANCE = NORTH 15 DEGREES 09 MINUTES 05 SECONDS WEST, A DISTANCE OF 11.64 FEET); THENCE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 23.42 FEET; THENCE NORTH 76 DEGREES 17 MINUTES 48 SECONDS EAST, A DISTANCE OF 15.77 FEET; THENCE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 73.04 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 27.44 FEET; THENCE NORTH 40 DEGREES 03 MINUTES 59 SECONDS EAST, A DISTANCE OF 18.62 FEET; THENCE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 88.36 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 9.31 FEET; THENCE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 25.68 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.69 FEET; THENCE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 23.16 FEET; THENCE SOUTH 70 DEGREES 05 MINUTES 31 SECONDS EAST, A DISTANCE OF 8.40 FEET; THENCE 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 2.63 ACRES, MORE OR LESS. [114523.10 SQUARE FEET]

EXHIBIT "B"

Legal Description of Garage Parcel

See separate exhibits that follow

B-1

B-2

and

B-3

DESCRIPTION: EXHIBIT B-I

THIRD TO FIFTH
(AS WRITTEN)

(ALL AIR SPACE AND RIGHTS RELATED THERETO FROM AN ELEVATION OF 29.00 FEET, TO AN ELEVATION OF 63.33 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 DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, GO SOUTH 09 DEGREES 24 MINUTES 48 SECONDS WEST ON SAID WEST LINE OF LOT 10, A DISTANCE OF 62.96 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, GO THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 38.82 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 6.15 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 16.50 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 7.06 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 30.11 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 3.43 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 81.19 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 48.02 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 64.50 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 45.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 16.50 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 34.37 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 18.40 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 2.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 27.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 14.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 46.41 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 32.67 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 21.33 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 0.67 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 18.67 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 10.17 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 4.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 8.67 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 19.93 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 12.67 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 9.33 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 50.17 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 0.61 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 119.87 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A

DISTANCE OF 9.27 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 1.33 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 7.33 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 16.67 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 7.33 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 1.33 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 2.31 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 3.83 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 0.67 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 4.69 FEET; THENCE NORTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 66.18 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 42.77 FEET; THENCE NORTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 15.61 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 4.00 FEET; THENCE NORTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 47.55 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 52.23 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 7.50 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 4.00 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 9.83 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 01 SECONDS EAST, A DISTANCE OF 8.50 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 1.33 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 10.17 FEET; THENCE NORTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 17.69 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 136.38 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 4.97 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 8.00 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 11.89 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 16.33 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 1.50 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 2.00 FEET; THENCE NORTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 23.00 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 5.00 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 6.00 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 5.68 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 1.38 ACRES, MORE OR LESS. [60279.70 SQUARE FEET]

DESCRIPTION: EXHIBIT B-I
FIRST TO THIRD
(AS WRITTEN)

(ALL AIR SPACE AND RIGHTS RELATED THERETO FROM AN ELEVATION OF 9.00 FEET, TO AN ELEVATION OF 29.00 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 DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, GO SOUTH 09 DEGREES 24 MINUTES 48 SECONDS WEST ON SAID WEST LINE OF LOT 10, A DISTANCE OF 62.96 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, GO SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 38.82 FEET THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 6.15 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 16.50 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 7.06 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 30.11 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 3.43 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 81.19 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 44.03 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 17.50 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 4.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 49.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 2.00 FEET; THENCE SOUTH 49 DEGREES 53 MINUTES 57 SECONDS EAST, A DISTANCE OF 12.42 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 3.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 1.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 12.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 19.50 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 33.71 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 9.33 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 14.67 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 7.83 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 53.07 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 13.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 1.33 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 3.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 25.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 15.83 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 41.74 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 17.50 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 18.67 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 10.17 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 4.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 8.67 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 4.33 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 14.50 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 24.93 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 77.33 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 0.61 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 119.87 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 9.27 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 1.33 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 7.33 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 16.67 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 7.33 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 1.33 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 2.31 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 3.83 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 0.67 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 4.69 FEET; THENCE NORTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 66.18 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 42.77 FEET; THENCE NORTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 15.61 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 4.00 FEET; THENCE NORTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 47.55 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 52.23 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 7.50 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 4.00 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 9.83 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 8.50 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 1.33 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 10.17 FEET; THENCE NORTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 17.69 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 136.38 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 4.97 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 8.00 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 11.89 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 16.33 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 1.50 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 2.00 FEET; THENCE NORTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 23.00 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 5.00 FEET;

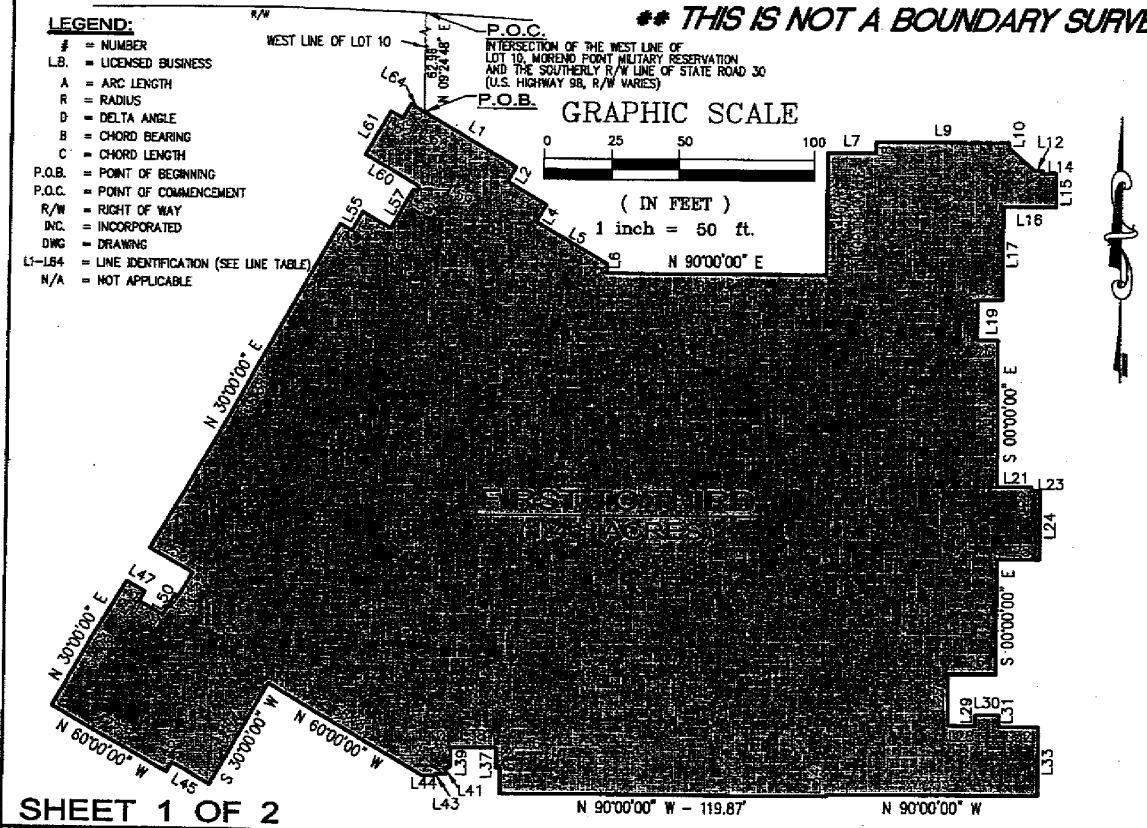
THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 6.00 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 5.68 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 1.41 ACRES, MORE OR LESS. [61397.70 SQUARE FEET]

DESCRIPTION SKETCH

EXHIBIT B-I

*** THIS IS NOT A BOUNDARY SURVEY ***



LEGEND:

#	= NUMBER
L.B.	= LICENSED BUSINESS
A	= ARC LENGTH
R	= RADIUS
D	= DELTA ANGLE
B	= CHORD BEARING
C	= CHORD LENGTH
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
R/W	= RIGHT OF WAY
INC.	= INCORPORATED
DWG	= DRAWING
L1-L64	= LINE IDENTIFICATION (SEE LINE TABLE)
N/A	= NOT APPLICABLE

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE WEST LINE OF LOT 10, MORENO POINT MILITARY RESERVATION (DEED BOOK 25, PAGE 573), SAID LINE BEING S 09°24'48" W.

LINE TABLE

LINE#	BEARING	LENGTH	LINE#	BEARING	LENGTH
L1	S 60°00'00" E	38.82'	L33	S 00°00'00" E	24.93'
L2	S 30°00'00" W	6.15'	L34	S 00°00'00" E	0.61'
L3	S 60°00'00" E	16.50'	L35	N 00°00'00" E	9.27'
L4	S 30°00'00" W	7.06'	L36	N 90°00'00" W	1.33'
L5	S 60°00'00" E	30.11'	L37	N 00°00'00" E	7.33'
L6	S 00°00'00" E	3.43'	L38	N 90°00'00" W	16.67'
L7	N 90°00'00" E	17.50'	L39	S 00°00'00" E	7.33'
L8	N 00°00'00" E	4.00'	L40	N 90°00'00" W	1.33'
L9	N 90°00'00" E	49.00'	L41	S 00°00'00" E	2.31'
L10	S 00°00'00" E	2.00'	L42	N 90°00'00" W	3.83'
L11	S 49°53'57" E	12.42'	L43	S 00°00'00" E	0.67'
L12	N 90°00'00" E	3.00'	L44	N 90°00'00" W	4.69'
L13	S 00°00'00" E	1.00'	L45	N 60°00'00" W	15.61'
L14	N 90°00'00" E	5.00'	L46	S 30°00'00" W	4.00'
L15	S 00°00'00" E	12.00'	L47	S 60°00'00" E	7.50'
L16	N 90°00'00" W	19.50'	L48	S 30°00'00" W	4.00'
L17	S 00°00'00" E	33.71'	L49	S 60°00'00" E	9.83'
L18	N 90°00'00" W	9.33'	L50	N 30°00'00" E	8.50'
L19	S 00°00'00" E	14.67'	L51	S 60°00'00" E	1.33'
L20	N 90°00'00" E	7.83'	L52	N 30°00'00" E	10.17'
L21	N 90°00'00" E	13.00'	L53	N 60°00'00" W	17.89'
L22	S 00°00'00" E	1.33'	L54	S 60°00'00" E	4.97'
L23	N 90°00'00" E	3.00'	L55	N 30°00'00" E	8.00'
L24	S 00°00'00" E	25.00'	L56	S 60°00'00" E	11.89'
L25	N 90°00'00" W	15.83'	L57	N 30°00'00" E	16.33'
L26	N 90°00'00" W	17.50'	L58	S 60°00'00" E	1.50'
L27	S 00°00'00" E	18.67'	L59	N 30°00'00" E	2.00'
L28	N 90°00'00" E	10.17'	L60	N 60°00'00" W	23.00'
L29	N 00°00'00" E	4.00'	L61	N 30°00'00" E	18.00'
L30	N 90°00'00" E	8.67'	L62	S 60°00'00" E	5.00'
L31	S 00°00'00" E	4.33'	L63	N 30°00'00" E	6.00'
L32	N 90°00'00" E	14.50'	L64	S 60°00'00" E	5.68'

DATE	REVISION	BY

SHEET 1 OF 2

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTARR DRIVE
DESTIN, FLORIDA 32541
(850) 837-8242 (PHONE)
(850) 654-2740 (FAX)
E-MAIL: ECA-FL.COM

A PORTION OF EMERALD GRANDE TOWERS IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA.

THE SKETCH SHOWN HEREON, PREPARED IN ACCORDANCE WITH SECTION 472.027 FLORIDA STATUTES AND CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, MINIMUM TECHNICAL STANDARDS, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Daryl W Burgis 5-15-2007

DARYL E.W. BURGIS FLORIDA LICENSED SURVEYOR AND MAPPER # 4980
EMERALD COAST ASSOCIATES, INC., L.B. # 3724

REQUESTED BY: TOM PATTON	FIELD DATE: N/A	PROJECT: 01-254	DWG. DATE: 05/09/07	SCALE: 1"= 50'
FOR: LEGENDARY, INC.	FIELD BOOK(S): N/A	ORDER: 06-0895	DRAWN BY: HMP	FILE: G:\01\01-254_RETAIL

01-254R6

G:\01\01-254\01-254_RETAIL.dwg, Layout11, Mike, May 15, 2007 - 9:37:55am

BK: 2784 PG: 1248

DESCRIPTION SKETCH

*** THIS IS NOT A BOUNDARY SURVEY ***

DESCRIPTION: EXHIBIT B-I
FIRST TO THIRD
(AS WRITTEN)

(ALL AIR SPACE AND RIGHTS RELATED THERETO FROM AN ELEVATION OF 9.00 FEET, TO AN ELEVATION OF 29.00 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 DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, GO SOUTH 09 DEGREES 24 MINUTES 48 SECONDS WEST ON SAID WEST LINE OF LOT 10, A DISTANCE OF 62.96 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, GO SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 38.82 FEET THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 6.16 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 16.50 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 7.06 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 30.11 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 3.43 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 81.19 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 44.03 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 17.50 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 4.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 49.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 2.00 FEET; THENCE SOUTH 49 DEGREES 53 MINUTES 57 SECONDS EAST, A DISTANCE OF 12.42 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 3.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 1.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 12.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 19.50 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 33.71 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 9.33 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 14.67 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 7.83 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 53.07 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 13.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 1.33 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 3.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 25.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 15.83 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 41.74 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 17.50 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 18.67 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 10.17 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 4.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 8.67 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 4.33 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 14.50 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 24.93 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 77.33 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 0.61 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 119.87 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 9.27 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 1.33 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 7.33 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 16.67 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 7.33 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 1.33 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 2.31 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 3.83 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 0.67 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 4.69 FEET; THENCE NORTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 66.18 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 42.77 FEET; THENCE NORTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 15.61 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 4.00 FEET; THENCE NORTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 47.55 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 52.23 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 7.50 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 4.00 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 9.83 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 8.50 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 1.33 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 10.17 FEET; THENCE NORTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 17.69 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 136.38 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 4.97 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 8.00 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 11.89 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 16.33 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 1.50 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 2.00 FEET; THENCE NORTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 23.00 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 5.00 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 6.00 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 5.68 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 1.41 ACRES, MORE OR LESS. [61397.70 SQUARE FEET]

SHEET 2 OF 2

DATE	REVISION	BY

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTARR DRIVE
DESTIN, FLORIDA 32541
(850) 837-8242 (PHONE)
(850) 654-2740 (FAX)
E-MAIL: ECA-FL.COM

A PORTION OF EMERALD GRANDE TOWERS IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA.

SEE SHEET 1 OF 2 FOR LEGEND GENERAL NOTES AND SURVEYOR'SCERTIFICATE

REQUESTED BY: TOM PATTON	FIELD DATE: N/A	PROJECT: 01-254	DWG. DATE: 05/09/07	SCALE: 1"=50'
FOR: LEGENDARY, INC.	FIELD BOOK(S): N/A	ORDER: 06-0895	DRAWN BY: HMP	FILE: G:\01\01-254_RETAIL

01-254R6

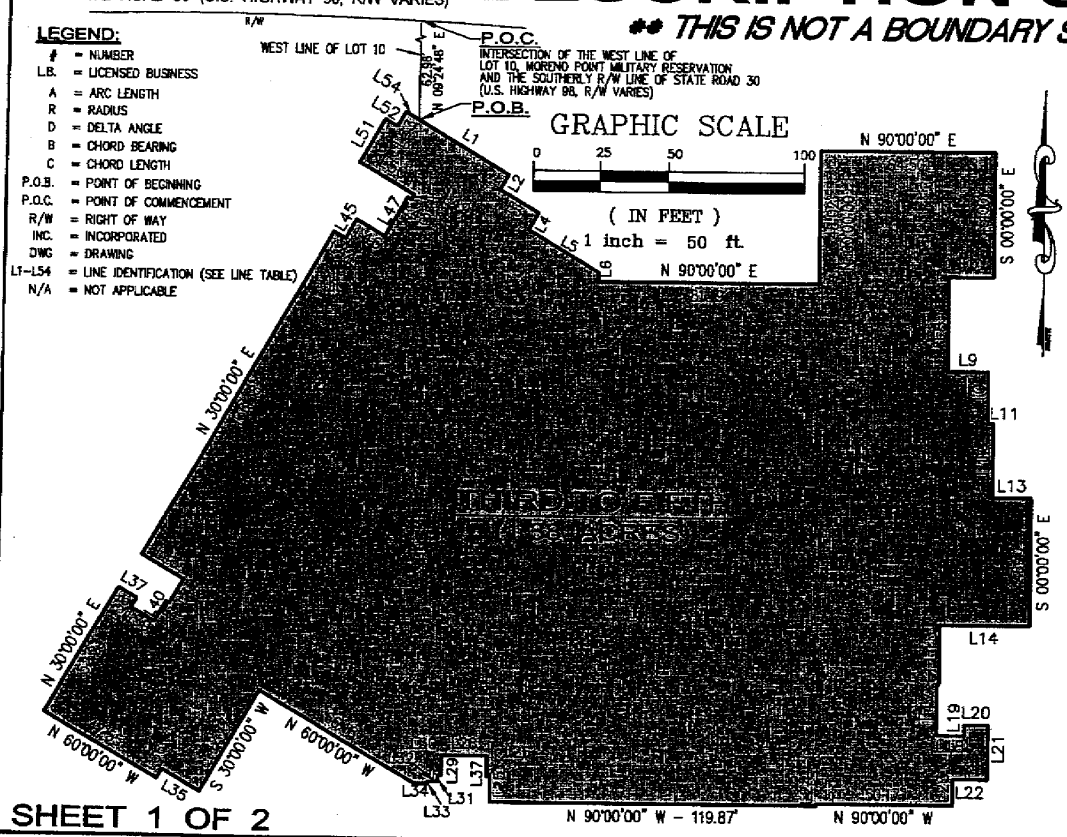
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BK: 2784 PG: 1249

DESCRIPTION SKETCH

EXHIBIT B-I

*** THIS IS NOT A BOUNDARY SURVEY ***



LEGEND:

#	= NUMBER
L.B.	= LICENSED BUSINESS
A	= ARC LENGTH
R	= RADIUS
D	= DELTA ANGLE
B	= CHORD BEARING
C	= CHORD LENGTH
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
R/W	= RIGHT OF WAY
INC.	= INCORPORATED
DWG	= DRAWING
L1-L54	= LINE IDENTIFICATION (SEE LINE TABLE)
N/A	= NOT APPLICABLE

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE WEST LINE OF LOT 10, MORENO POINT MILITARY RESERVATION (DEED BOOK 25, PAGE 573), SAID LINE BEING S 09°24'48" W.

LINE TABLE

LINE#	BEARING	LENGTH
L1	S 60°00'00" E	38.82'
L2	S 30°00'00" W	6.15'
L3	S 60°00'00" E	16.50'
L4	S 30°00'00" W	7.06'
L5	S 60°00'00" E	30.11'
L6	S 00°00'00" E	3.43'
L7	N 90°00'00" W	16.50'
L8	S 00°00'00" E	34.37'
L9	N 90°00'00" E	15.00'
L10	S 00°00'00" E	18.40'
L11	N 90°00'00" E	2.00'
L12	S 00°00'00" E	27.00'
L13	N 90°00'00" E	14.00'
L14	N 90°00'00" W	32.67'
L15	S 00°00'00" E	21.33'
L16	N 90°00'00" W	0.67'
L17	S 00°00'00" E	18.67'
L18	N 90°00'00" E	10.17'
L19	N 00°00'00" E	4.00'
L20	N 90°00'00" E	8.67'
L21	S 00°00'00" E	19.93'
L22	N 90°00'00" W	12.67'
L23	S 00°00'00" E	9.33'
L24	S 00°00'00" E	0.61'
L25	N 00°00'00" E	9.27'
L26	N 90°00'00" W	1.33'
L27	N 00°00'00" E	7.33'
L28	N 90°00'00" W	16.67'
L29	S 00°00'00" E	7.33'
L30	N 90°00'00" W	1.33'
L31	S 00°00'00" E	2.31'
L32	N 90°00'00" W	3.83'
L33	S 00°00'00" E	0.67'
L34	N 90°00'00" W	4.69'
L35	N 60°00'00" W	15.61'
L36	S 30°00'00" W	4.00'
L37	S 60°00'00" E	7.50'
L38	S 30°00'00" W	4.00'
L39	S 60°00'00" E	9.83'
L40	N 30°00'00" E	8.50'
L41	S 60°00'00" E	1.33'
L42	N 30°00'00" E	10.17'
L43	N 60°00'00" W	17.69'
L44	S 60°00'00" E	4.97'
L45	N 30°00'00" E	8.00'
L46	S 60°00'00" E	11.89'
L47	N 30°00'00" E	16.33'
L48	S 60°00'00" E	1.50'
L49	N 30°00'00" E	2.00'
L50	N 60°00'00" W	23.00'
L51	N 30°00'00" E	18.00'
L52	S 60°00'00" E	5.00'
L53	N 30°00'00" E	6.00'
L54	S 60°00'00" E	5.68'

SHEET 1 OF 2

DATE	REVISION	BY

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTARR DRIVE
DESTIN, FLORIDA 32541
(850) 837-8242 (PHONE)
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A PORTION OF EMERALD GRANDE TOWERS IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA.

THE SKETCH SHOWN HEREON, PREPARED IN ACCORDANCE WITH SECTION 472.027 FLORIDA STATUTES AND CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, MINIMUM TECHNICAL STANDARDS, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Daryl W Burgis 5-15-2007

DARYL E.W. BURGIS FLORIDA LICENSED SURVEYOR AND MAPPER # 4980
EMERALD COAST ASSOCIATES, INC., L.B. # 3724

REQUESTED BY: TOM PATTON	FIELD DATE: N/A	PROJECT: 01-254	DWG. DATE: 05/09/07	SCALE: 1"= 50'
FOR: LEGENDARY, INC.	FIELD BOOK(S): N/A	ORDER: 06-0895	DRAWN BY: HMP	FILE: G:\01\01-254_RETAIL

01-254R8

G:\01\01-254\01-254_RETAIL.dwg, Layout15, Mike, May 16, 2007 - 9:37:59am

BK: 2784 PG: 1250

DESCRIPTION SKETCH

*** THIS IS NOT A BOUNDARY SURVEY ***

DESCRIPTION: EXHIBIT B-I
THIRD TO FIFTH
(AS WRITTEN)

(ALL AIR SPACE AND RIGHTS RELATED THERETO FROM AN ELEVATION OF 29.00 FEET, TO AN ELEVATION OF 63.33 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 DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, GO SOUTH 09 DEGREES 24 MINUTES 48 SECONDS WEST ON SAID WEST LINE OF LOT 10, A DISTANCE OF 62.96 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, GO THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 38.82 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 6.15 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 16.50 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 7.06 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 30.11 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 3.43 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 81.19 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 48.02 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 64.50 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 45.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 16.50 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 34.37 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 18.40 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 2.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 27.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 14.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 46.41 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 32.67 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 21.33 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 0.67 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 18.67 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 10.17 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 4.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 8.67 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 19.93 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 12.67 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 9.33 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 50.17 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 0.61 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 118.87 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 9.27 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 1.33 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 7.33 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 16.67 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 7.33 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 1.33 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 2.31 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 3.83 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 0.67 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 4.69 FEET; THENCE NORTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 66.18 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 42.77 FEET; THENCE NORTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 15.61 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 4.00 FEET; THENCE NORTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 47.56 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 52.23 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 7.50 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 4.00 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 9.83 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 01 SECONDS EAST, A DISTANCE OF 8.50 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 1.33 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 10.17 FEET; THENCE NORTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 17.69 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 136.38 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 4.97 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 8.00 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 11.89 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 16.33 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 1.50 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 2.00 FEET; THENCE NORTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 23.00 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 5.00 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 6.00 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 5.68 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 1.38 ACRES, MORE OR LESS. [60279.70 SQUARE FEET]

SHEET 2 OF 2

DATE	REVISION	BY

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTARR DRIVE
DESTIN, FLORIDA 32541
(850) 837-8242 (PHONE)
(850) 654-2740 (FAX)
E-MAIL: ECA-FL.COM

A PORTION OF EMERALD GRANDE TOWERS IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA.

SEE SHEET 1 OF 2 FOR LEGEND GENERAL NOTES AND SURVEYOR'SCERTIFICATE

REQUESTED BY: TOM PATTON	FIELD DATE: N/A	PROJECT: 01-254	DWG. DATE: 05/09/07	SCALE: 1"= 50'
FOR: LEGENDARY, INC.	FIELD BOOK(S): N/A	ORDER: 06-0895	DRAWN BY: HMP	FILE: G:\01\01-254_RETAIL

01-254R8

G:\01\01-254\01-254\01-254_RETAIL.dwg, Layout16, Mike, May 15, 2007 - 8:38:00am

BK: 2784 PG: 1251

EXHIBIT "B -2"

Legal Description of Garage Parcel

Please see Exhibit "C" pages 8 to 22 of 117

EXHIBIT "B3"

PARCEL 'M'
(AS WRITTEN)

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 302.68 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING; THENCE PROCEED NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 59.57 FEET; THENCE PROCEED SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 48.02 FEET; THENCE PROCEED NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 7.08 FEET; THENCE PROCEED SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 0.95 FEET; THENCE PROCEED NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 57.10 FEET; THENCE PROCEED NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 0.95 FEET; THENCE PROCEED NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 28.10 FEET; THENCE PROCEED NORTH 40 DEGREES 03 MINUTES 59 SECONDS EAST, A DISTANCE OF 103.13 FEET; THENCE PROCEED NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 27.44 FEET; THENCE PROCEED SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 125.33 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 195.85 FEET; THENCE PROCEED ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 68 DEGREES 39 MINUTES 05 SECONDS, AN ARC DISTANCE OF 234.66 FEET, (CHORD BEARING AND DISTANCE = SOUTH 49 DEGREES 34 MINUTES 17 SECONDS EAST, A DISTANCE OF 220.88 FEET); THENCE PROCEED NORTH 09 DEGREES 24 MINUTES 48 SECONDS EAST, A DISTANCE OF 29.21 FEET; THENCE PROCEED SOUTH 80 DEGREES 35 MINUTES 12 SECONDS EAST, A DISTANCE OF 26.08 FEET; THENCE PROCEED NORTH 09 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 41.60 FEET; THENCE PROCEED NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 30.05 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 0.41 ACRES, MORE OR LESS. [17790 SQUARE FEET]

PARCEL 'W'
(AS WRITTEN)

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF LOT 10, MORENO POINT MILITARY RESERVATION, ACCORDING TO DEED BOOK 25, PAGE 573, OF THE OFFICAL 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 359.28 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING; THENCE SOUTH 09 DEGREES 24 MINUTES 48 SECONDS WEST, A DISTANCE OF 5.90 FEET; THENCE SOUTH 80 DEGREES 35 MINUTES 12 SECONDS EAST, A DISTANCE OF 26.08 FEET; THENCE NORTH 09 DEGREES 24 MINUTES 48 SECONDS EAST, A DISTANCE OF 5.90 FEET; THENCE NORTH 80 DEGREES 35 MINUTES 12 SECONDS WEST, A DISTANCE OF 26.08 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 0.00 ACRES, MORE OR LESS. [154 SQUARE FEET]

LESS AND EXCEPT THE FOLLOWING FOUR (4) PARCELS:

DESCRIPTION: PARCEL #8

(AS WRITTEN)

(ALL AIR SPACE AND RIGHTS RELATED THERETO FROM AN ELEVATION OF 131.00 FEET, TO AN ELEVATION OF 140.67 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 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 64.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 40 DEGREES 03 MINUTES 59 SECONDS WEST, A DISTANCE OF 23.93 FEET; THENCE NORTH 50 DEGREES 41 MINUTES 12 SECONDS WEST, A DISTANCE OF 1.31 FEET; THENCE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 23.93 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 1.61 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 35.00 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; 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 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 NORTH 39 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.

EXHIBIT "C"

DESCRIPTION OF THE BUILDING SHARED FACILITIES

The Building Shared Facilities consist of all portions, features, systems or components of the East Pass Parcel which meet the definition of Building Shared Facilities contained in the foregoing Declaration of Covenants and Easements and Restrictions for Emerald Grande Towers. Please see the details as they are reflected in the following 117 pages.

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

COVER PAGE

NOTES AND CONVENTIONS APPLICABLE TO ALL SHEETS CONTAINED HEREIN, SHEETS 2 THROUGH 117 INCLUSIVE

NOTES - APPLICABLE TO ALL FLOOR ELEVATIONS - ALL LEVELS:

1. UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10'±
2. BUILDING EXTERIOR IS PART OF BUILDING SHARED FACILITIES
3. ALL AREAS NOT SHADED OR CROSS-HATCHED ARE PART OF EAST PASS PARCEL UNLESS INCLUDED WITHIN A CONDOMINIUM UNIT, IN WHICH CASE THEY ARE PART OF THAT CONDOMINIUM UNIT.
4. THE FOLLOWING ARE QUALIFIED IN THEIR ENTIRETY BY THE RELATED PROVISIONS IN THE DECLARATION AND IN THE CONDOMINIUM DECLARATIONS:
   a. LIMITED COMMON ELEMENTS ARE RESTRICTED TO THE USE OF THE ASSOCIATED CONDOMINIUM UNIT
   b. BUILDING SHARED FACILITIES WHILE PART OF THE EAST PASS PARCEL, ARE FOR THE BENEFIT OF MULTIPLE PARCELS IN THE BUILDING
   c. BUILDING SERVICE PARCELS ARE PART OF THE EAST PASS PARCEL AND ACCESS TO THE BUILDING SERVICE PARCELS IS RESTRICTED TO PERSONS AUTHORIZED BY THE EAST PASS PARCEL OWNER
   d. RESIDENTIAL SHARED FACILITIES, WHILE PART OF THE EAST PASS PARCEL ARE FOR THE BENEFIT OF THE OWNERS AND GUESTS OF CONDOMINIUM UNITS AS WELL AS THE OWNERS AND GUESTS OF THE EAST PASS PARCEL
   e. COMMON ELEMENTS ARE FOR THE PRIMARY BENEFIT OF MEMBERS OF THE ASSOCIATED CONDOMINIUM
   f. COMMERCIAL SPACES ARE PART OF THE EAST PASS PARCEL AND ACCESS TO COMMERCIAL SPACES IS RESTRICTED TO THOSE PERSONS AUTHORIZED BY THE EAST PASS PARCEL OWNER

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

G:\PLAT\01\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRANDE_TOWERS.dwg, 5/15/2007 5:51:05 AM, Mike

BK: 2784 PG: 1258

EMERALD GRANDE TOWERS

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

DATA TABLE FOR FLOOR & LEVEL NUMBERING AND CONVENTIONS

"MASTER PLAN LEVEL"	DESCRIPTION	EMERALD GRANDE TOWERS	EMERALD GRANDE EAST CONDOMINIUM	EMERALD GRANDE WEST CONDOMINIUM	ADDITIONAL / MISC. NOTATION(S)
1	PARKING	TOWER PLAN HARBOR LEVEL	N/A	N/A	—
2	PARKING	TOWER PLAN P2 (PARKING LEVEL 2)	N/A	N/A	—
3	PARKING	TOWER PLAN LOBBY (PARKING LEVEL 3)	N/A	N/A	—
4	PARKING	TOWER PLAN P4 (PARKING LEVEL 4)	N/A	N/A	—
5	PARKING	TOWER PLAN P5 (PARKING LEVEL 5)	N/A	N/A	—
6	UNITS & AMENITIES	TOWER PLAN LEVEL 1	TOWER PLAN LEVEL 1	TOWER PLAN LEVEL 1	GRAND VISTA (GV) LEVEL / FLOOR
7	UNITS & AMENITIES	TOWER PLAN LEVEL 2	TOWER PLAN LEVEL 2	TOWER PLAN LEVEL 2	—
8	UNITS & AMENITIES	TOWER PLAN LEVEL 3	TOWER PLAN LEVEL 3	TOWER PLAN LEVEL 3	—
9	UNITS & AMENITIES	TOWER PLAN LEVEL 4	TOWER PLAN LEVEL 4	TOWER PLAN LEVEL 4	—
10	UNITS	TOWER PLAN LEVEL 5	TOWER PLAN LEVEL 5	TOWER PLAN LEVEL 5	—
11	UNITS	TOWER PLAN LEVEL 6	TOWER PLAN LEVEL 6	TOWER PLAN LEVEL 6	—
12	UNITS	TOWER PLAN LEVEL 7	TOWER PLAN LEVEL 7	TOWER PLAN LEVEL 7	—
13	UNITS	TOWER PLAN LEVEL 8	TOWER PLAN LEVEL 8	TOWER PLAN LEVEL 8	—
14	UNITS	TOWER PLAN LEVEL 9	TOWER PLAN LEVEL 9	TOWER PLAN LEVEL 9	—
15	UNITS	TOWER PLAN LEVEL 10	TOWER PLAN LEVEL 10	TOWER PLAN LEVEL 10	—
16	UNITS	TOWER PLAN LEVEL 11	TOWER PLAN LEVEL 11	TOWER PLAN LEVEL 11	—
17	UNITS	TOWER PLAN LEVEL 12	TOWER PLAN LEVEL 12	TOWER PLAN LEVEL 12	—
18	UNITS	TOWER PLAN LEVEL 13	TOWER PLAN LEVEL 13	TOWER PLAN LEVEL 13	PENTHOUSE (PH) LEVEL / FLOOR

G:\PLAT\01\01-254 EMERALD GRANDE\05-08-07\EMERALD GRANDE TOWERS.dwg, 5/15/2007 5:51:07 AM, Mike

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

BK: 2784 PG: 1259

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.

Daryl W Burgis 5-15-2007

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

STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR

G:\PLAT\01\01-254 EMERALD GRANDE\05-08-07\EMERALD GRANDE TOWERS.dwg, 5/15/2007 5:51:16 AM, Mike

BK: 2784 PG: 1260

EMERALD GRANDE TOWERS

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

GRAPHIC SCALE

0 40 80 160

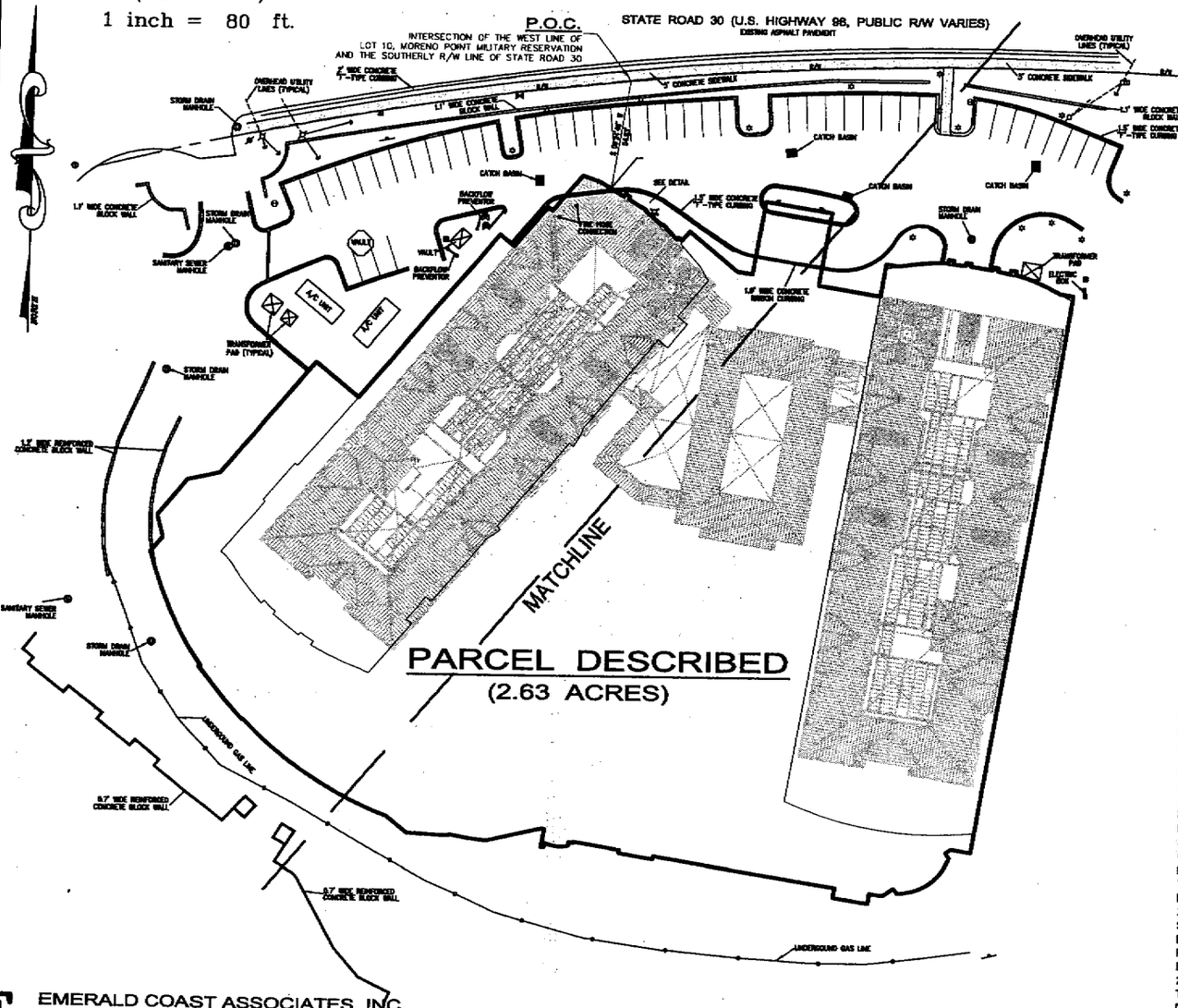
(IN FEET)

1 inch = 80 ft.

NOTE:

SEE SHEETS 4 AND 5 OF 117 FOR BOUNDARY INFORMATION.

SEE SHEET 6 OF 117 FOR SURVEY REPORT AND LEGEND



SITE PLAN

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

DESCRIPTION:

EMERALD GRANDE TOWERS
(AS WRITTEN)

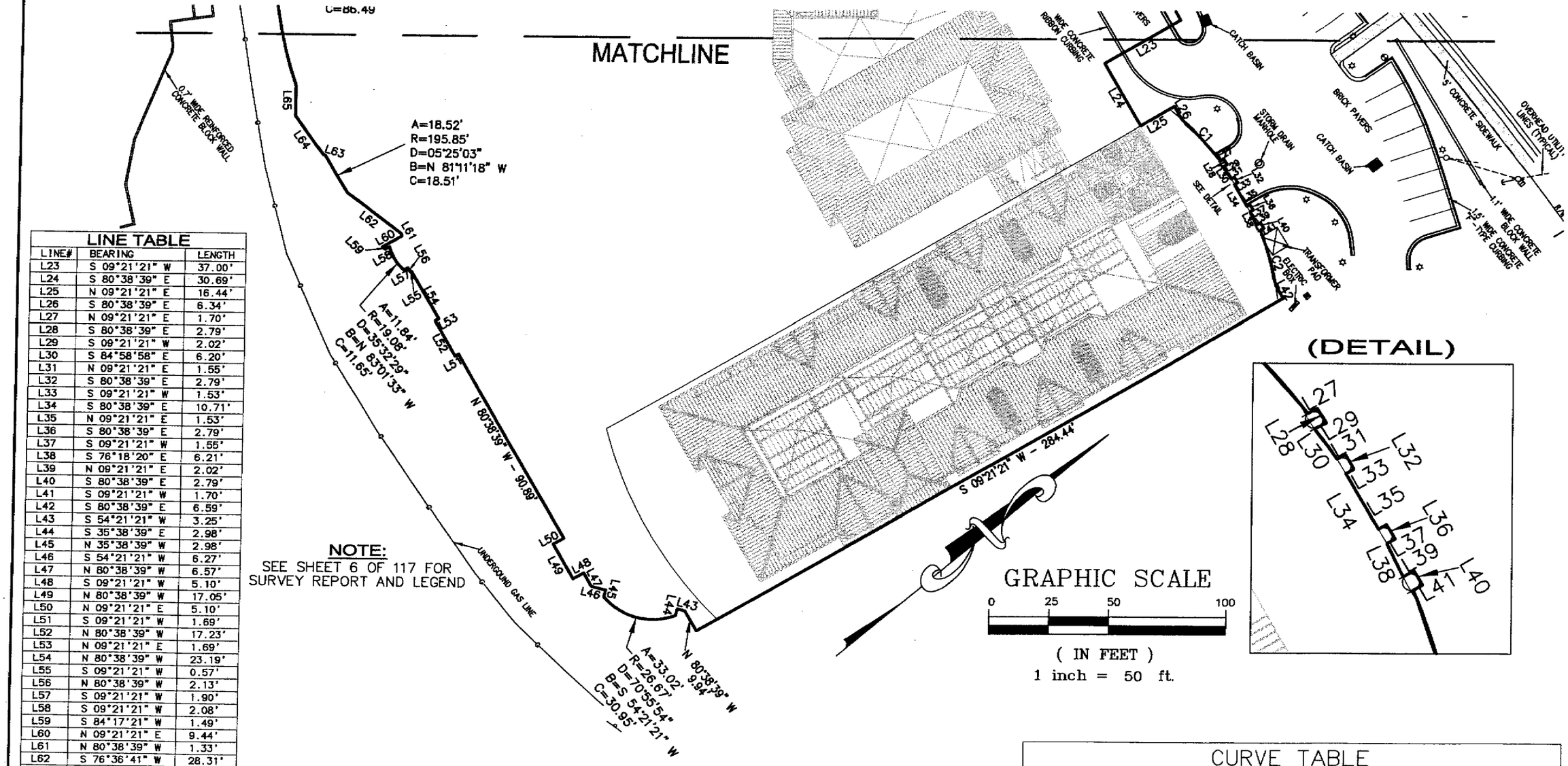
COMMENCE AT THE INTERSECTION OF THE WEST LINE OF LOT 10, MORENO POINT MILITARY RESERVATION, ACCORDING TO DEED BOOK 25, PAGE 573, OF THE OFFICIAL RECORDS OF OKALOOSA COUNTY, FLORIDA, AND THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 30 (R/W VARIES); THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, GO SOUTH 09 DEGREES 24 MINUTES 48 SECONDS WEST, ON SAID WEST LINE OF LOT 10, A DISTANCE OF 54.83 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE OF LOT 10, GO SOUTH 59 DEGREES 31 MINUTES 11 SECONDS EAST, A DISTANCE OF 7.79 FEET; THENCE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 1.85 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 37 SECONDS EAST, A DISTANCE OF 2.79 FEET; THENCE SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 1.42 FEET; THENCE SOUTH 59 DEGREES 31 MINUTES 11 SECONDS EAST, A DISTANCE OF 6.21 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 1.61 FEET; THENCE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 0.46 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.79 FEET; THENCE SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 0.46 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 10.71 FEET; THENCE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 0.46 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.79 FEET; THENCE SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 0.46 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 1.89 FEET; THENCE SOUTH 41 DEGREES 32 MINUTES 57 SECONDS EAST, A DISTANCE OF 5.92 FEET; THENCE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 1.39 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.24 FEET; THENCE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 8.04 FEET; THENCE SOUTH 50 DEGREES 33 MINUTES 08 SECONDS EAST, A DISTANCE OF 31.36 FEET; THENCE SOUTH 80 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 7.66 FEET; THENCE NORTH 09 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 37.00 FEET; THENCE SOUTH 80 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 33.00 FEET; THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 37.00 FEET; THENCE SOUTH 80 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 30.69 FEET; THENCE NORTH 09 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 16.44 FEET; THENCE SOUTH 80 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 6.34 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 120.93 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11 DEGREES 30 MINUTES 18 SECONDS, AN ARC DISTANCE OF 24.28 FEET, (CHORD BEARING AND DISTANCE = NORTH 85 DEGREES 27 MINUTES 43 SECONDS EAST, A DISTANCE OF 24.24 FEET); THENCE NORTH 09 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 1.70 FEET; THENCE SOUTH 80 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.79 FEET; THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 2.02 FEET; THENCE SOUTH 84 DEGREES 58 MINUTES 58 SECONDS EAST, A DISTANCE OF 6.20 FEET; THENCE NORTH 09 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 1.55 FEET; THENCE SOUTH 80 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.79 FEET; THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 1.53 FEET; THENCE SOUTH 80 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 10.71 FEET; THENCE NORTH 09 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 1.53 FEET; THENCE SOUTH 80 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.79 FEET; THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 1.55 FEET; THENCE SOUTH 76 DEGREES 18 MINUTES 20 SECONDS EAST, A DISTANCE OF 6.21 FEET; THENCE NORTH 09 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 2.02 FEET; THENCE SOUTH 80 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.79 FEET; THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 1.70 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 120.93 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11 DEGREES 30 MINUTES 18 SECONDS, AN ARC DISTANCE OF 24.28 FEET, (CHORD BEARING AND DISTANCE = SOUTH 86 DEGREES 45 MINUTES 01 SECONDS EAST, A DISTANCE OF 24.24 FEET); THENCE SOUTH 80 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 6.59 FEET; THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 284.44 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 9.94 FEET; THENCE SOUTH 54 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 3.25 FEET; THENCE SOUTH 35 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.98 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 26.67 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 70 DEGREES 55 MINUTES 54 SECONDS, AN ARC DISTANCE OF 33.02 FEET, (CHORD BEARING AND DISTANCE = SOUTH 54 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 30.95 FEET); THENCE NORTH 35 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 2.98 FEET; THENCE SOUTH 54 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 6.27 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 6.57 FEET; THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 5.10 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 17.05 FEET; THENCE NORTH 09 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 5.10 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 90.89 FEET; THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 1.69 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 17.23 FEET; THENCE NORTH 09 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 1.69 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 23.19 FEET; THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 0.57 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 2.13 FEET; THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 1.90 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 19.08 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35 DEGREES 32 MINUTES 29 SECONDS, AN ARC DISTANCE OF 11.84 FEET, (CHORD BEARING AND DISTANCE = NORTH 83 DEGREES 01 MINUTES 33 SECONDS WEST, A DISTANCE OF 11.65 FEET); THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 2.08 FEET; THENCE SOUTH 84 DEGREES 17 MINUTES 21 SECONDS WEST, A DISTANCE OF 1.49 FEET; THENCE NORTH 09 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 9.44 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 1.33 FEET; THENCE SOUTH 76 DEGREES 36 MINUTES 41 SECONDS WEST, A DISTANCE OF 28.31 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 195.85 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05 DEGREES 25 MINUTES 03 SECONDS, AN ARC DISTANCE OF 18.52 FEET, (CHORD BEARING AND DISTANCE = NORTH 81 DEGREES 11 MINUTES 18 SECONDS WEST, A DISTANCE OF 18.51 FEET); THENCE SOUTH 57 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 0.86 FEET; THENCE NORTH 86 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 20.05 FEET; THENCE NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 13.01 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 195.85 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25 DEGREES 30 MINUTES 46 SECONDS, AN ARC DISTANCE OF 87.21 FEET, (CHORD BEARING AND DISTANCE = NORTH 56 DEGREES 19 MINUTES 37 SECONDS WEST, A DISTANCE OF 86.49 FEET); THENCE SOUTH 46 DEGREES 33 MINUTES 18 SECONDS WEST, A DISTANCE OF 0.42 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 219.52 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08 DEGREES 55 MINUTES 55 SECONDS, AN ARC DISTANCE OF 34.22 FEET, (CHORD BEARING AND DISTANCE = NORTH 39 DEGREES 28 MINUTES 54 SECONDS WEST, A DISTANCE OF 34.19 FEET); THENCE NORTH 55 DEGREES 03 MINUTES 43 SECONDS EAST, A DISTANCE OF 0.96 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 195.85 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18 DEGREES 20 MINUTES 26 SECONDS, AN ARC DISTANCE OF 62.69 FEET, (CHORD BEARING AND DISTANCE = NORTH 24 DEGREES 24 MINUTES 58 SECONDS WEST, A DISTANCE OF 62.42 FEET); THENCE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 9.50 FEET TO A POINT ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 205.67 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03 DEGREES 14 MINUTES 35 SECONDS, AN ARC DISTANCE OF 11.64 FEET, (CHORD BEARING AND DISTANCE = NORTH 15 DEGREES 09 MINUTES 05 SECONDS WEST, A DISTANCE OF 11.64 FEET); THENCE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 23.42 FEET; THENCE NORTH 76 DEGREES 17 MINUTES 48 SECONDS EAST, A DISTANCE OF 15.77 FEET; THENCE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 73.04 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 27.44 FEET; THENCE NORTH 40 DEGREES 03 MINUTES 59 SECONDS EAST, A DISTANCE OF 18.62 FEET; THENCE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 88.36 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 9.31 FEET; THENCE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 25.68 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.69 FEET; THENCE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 23.16 FEET; THENCE SOUTH 70 DEGREES 05 MINUTES 31 SECONDS EAST, A DISTANCE OF 8.40 FEET; THENCE 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 2.63 ACRES, MORE OR LESS. [114523.10 SQUARE FEET]

BK: 2784 PG: 1261

EMERALD GRANDE TOWERS

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



NOTE:
SEE SHEET 6 OF 117 FOR SURVEY REPORT AND LEGEND

(DETAIL)

GRAPHIC SCALE

0 25 50 100

(IN FEET)

1 inch = 50 ft.

LINE TABLE

LINE#	BEARING	LENGTH
L23	S 09°21'21" W	37.00'
L24	S 80°38'39" E	30.69'
L25	N 09°21'21" E	16.44'
L26	S 80°38'39" E	6.34'
L27	N 09°21'21" E	1.70'
L28	S 80°38'39" E	2.79'
L29	S 09°21'21" W	2.02'
L30	S 84°58'58" E	6.20'
L31	N 09°21'21" E	1.55'
L32	S 80°38'39" E	2.79'
L33	S 09°21'21" W	1.53'
L34	S 80°38'39" E	10.71'
L35	N 09°21'21" E	1.53'
L36	S 80°38'39" E	2.79'
L37	S 09°21'21" W	1.55'
L38	S 76°18'20" E	6.21'
L39	N 09°21'21" E	2.02'
L40	S 80°38'39" E	2.79'
L41	S 09°21'21" W	1.70'
L42	S 80°38'39" E	6.59'
L43	S 54°21'21" W	3.25'
L44	S 35°38'39" E	2.98'
L45	N 35°38'39" W	2.98'
L46	S 54°21'21" W	6.27'
L47	N 80°38'39" W	6.57'
L48	S 09°21'21" W	5.10'
L49	N 80°38'39" W	17.05'
L50	N 09°21'21" E	5.10'
L51	S 09°21'21" W	1.69'
L52	N 80°38'39" W	17.23'
L53	N 09°21'21" E	1.69'
L54	N 80°38'39" W	23.19'
L55	S 09°21'21" W	0.57'
L56	N 80°38'39" W	2.13'
L57	S 09°21'21" W	1.90'
L58	S 09°21'21" W	2.08'
L59	S 84°17'21" W	1.49'
L60	N 09°21'21" E	9.44'
L61	N 80°38'39" W	1.33'
L62	S 76°36'41" W	28.31'
L63	S 57°21'21" W	0.86'
L64	N 86°38'39" W	20.05'
L65	N 50°38'39" W	13.01'

CURVE TABLE

CURVE#	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	24.28'	120.93'	11°30'18"	N 85°27'43" E	24.24'
C2	24.28'	120.93'	11°30'18"	S 66°45'01" E	24.24'

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

SITE PLAN
(DETAIL)

BK: 2784 PG: 1262

EMERALD GRANDE TOWERS

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

GRAPHIC SCALE

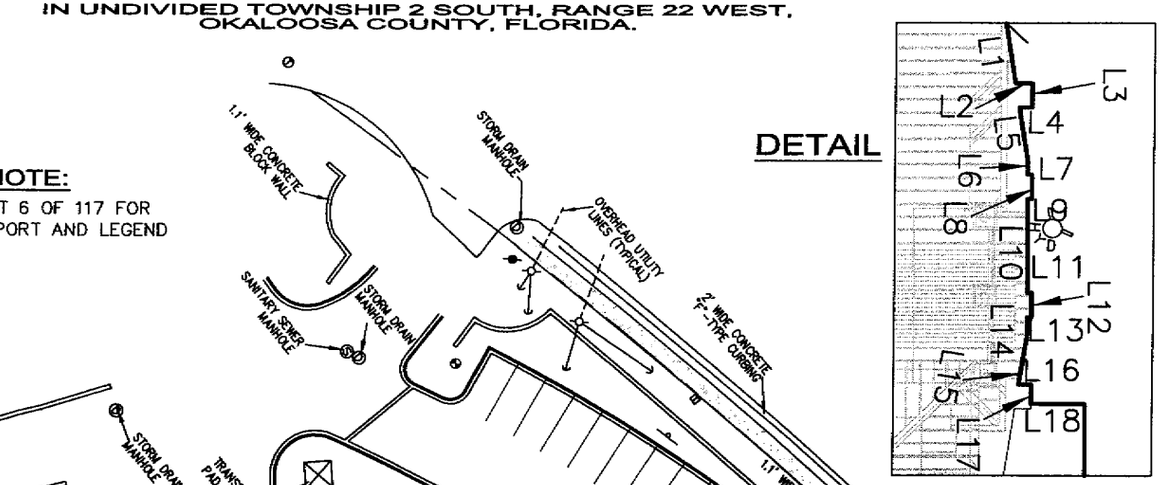
0 20 40 80

(IN FEET)

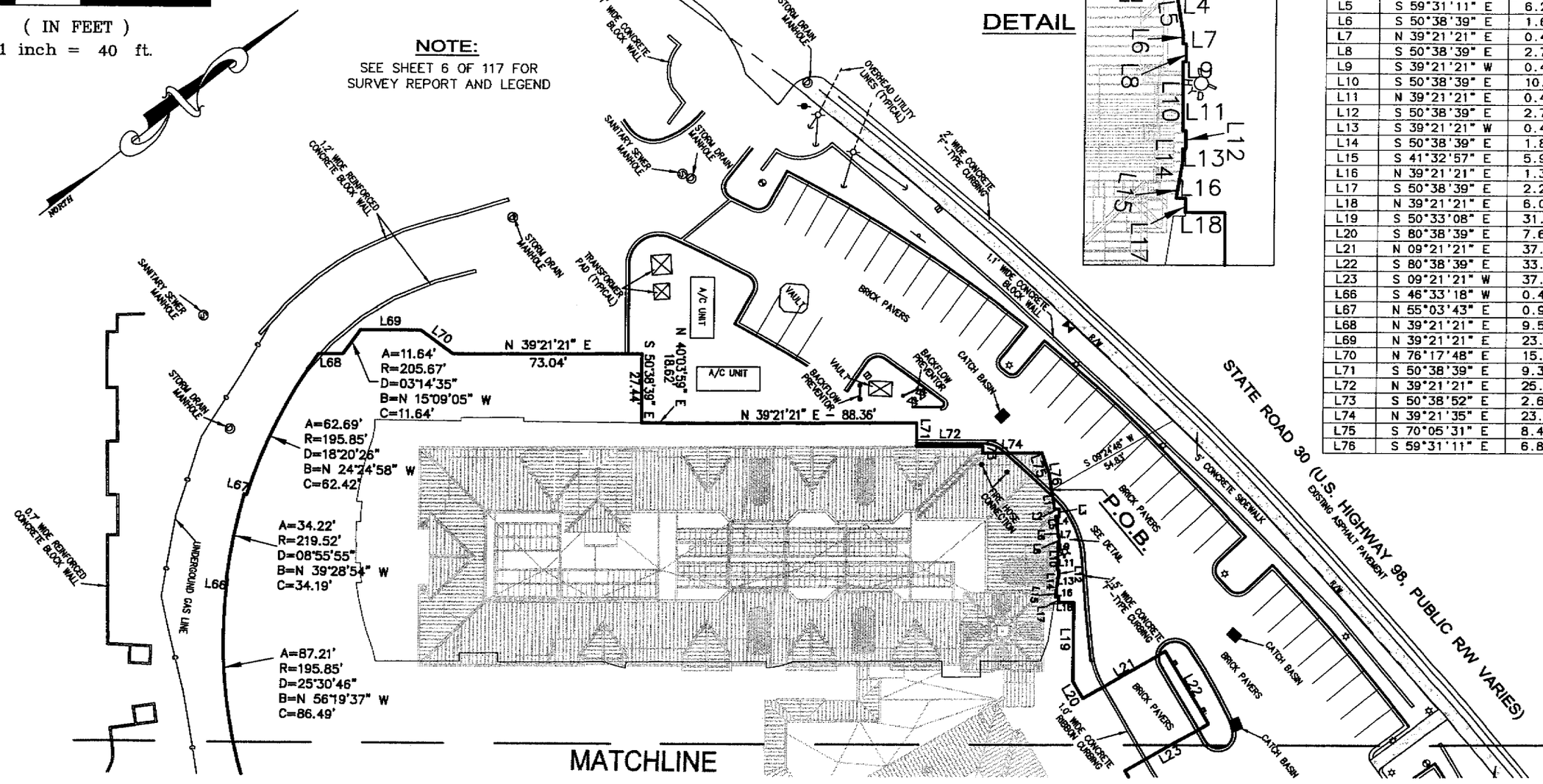
1 inch = 40 ft.

NOTE:

SEE SHEET 6 OF 117 FOR SURVEY REPORT AND LEGEND



LINE TABLE		
LINE#	BEARING	LENGTH
L1	S 59°31'11" E	7.79'
L2	N 39°21'21" E	1.85'
L3	S 50°38'39" E	2.79'
L4	S 39°21'21" W	1.42'
L5	S 59°31'11" E	6.21'
L6	S 50°38'39" E	1.61'
L7	N 39°21'21" E	0.46'
L8	S 50°38'39" E	2.79'
L9	S 39°21'21" W	0.46'
L10	S 50°38'39" E	10.71'
L11	N 39°21'21" E	0.46'
L12	S 50°38'39" E	2.79'
L13	S 39°21'21" W	0.46'
L14	S 50°38'39" E	1.89'
L15	S 41°32'57" E	5.92'
L16	N 39°21'21" E	1.39'
L17	S 50°38'39" E	2.24'
L18	N 39°21'21" E	6.04'
L19	S 50°33'08" E	31.36'
L20	S 80°38'39" E	7.66'
L21	N 09°21'21" E	37.00'
L22	S 80°38'39" E	33.00'
L23	S 09°21'21" W	37.00'
L66	S 46°33'18" W	0.42'
L67	N 55°03'43" E	0.96'
L68	N 39°21'21" E	9.50'
L69	N 39°21'21" E	23.42'
L70	N 76°17'48" E	15.77'
L71	S 50°38'39" E	9.31'
L72	N 39°21'21" E	25.68'
L73	S 50°38'52" E	2.69'
L74	N 39°21'35" E	23.16'
L75	S 70°05'31" E	8.40'
L76	S 59°31'11" E	6.80'



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

SITE PLAN

EMERALD GRANDE TOWERS
SHEET 6 OF 117

G:\PLAT\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRANDE_TOWERS.dwg, 5/15/2007 5:51:31 AM, Mike

BK: 2784 PG: 1263

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

SURVEY REPORT:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE WEST 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 AND FLOOD ZONE AE, 9.00' MINIMUM FLOOR ELEVATION, AS DETERMINED BY SCALE FROM F.E.M.A. MAP NUMBER 12091C469H, PANEL 469 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 EXCEPT AS SHOWN.

10. ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM (1929).

LEGEND:

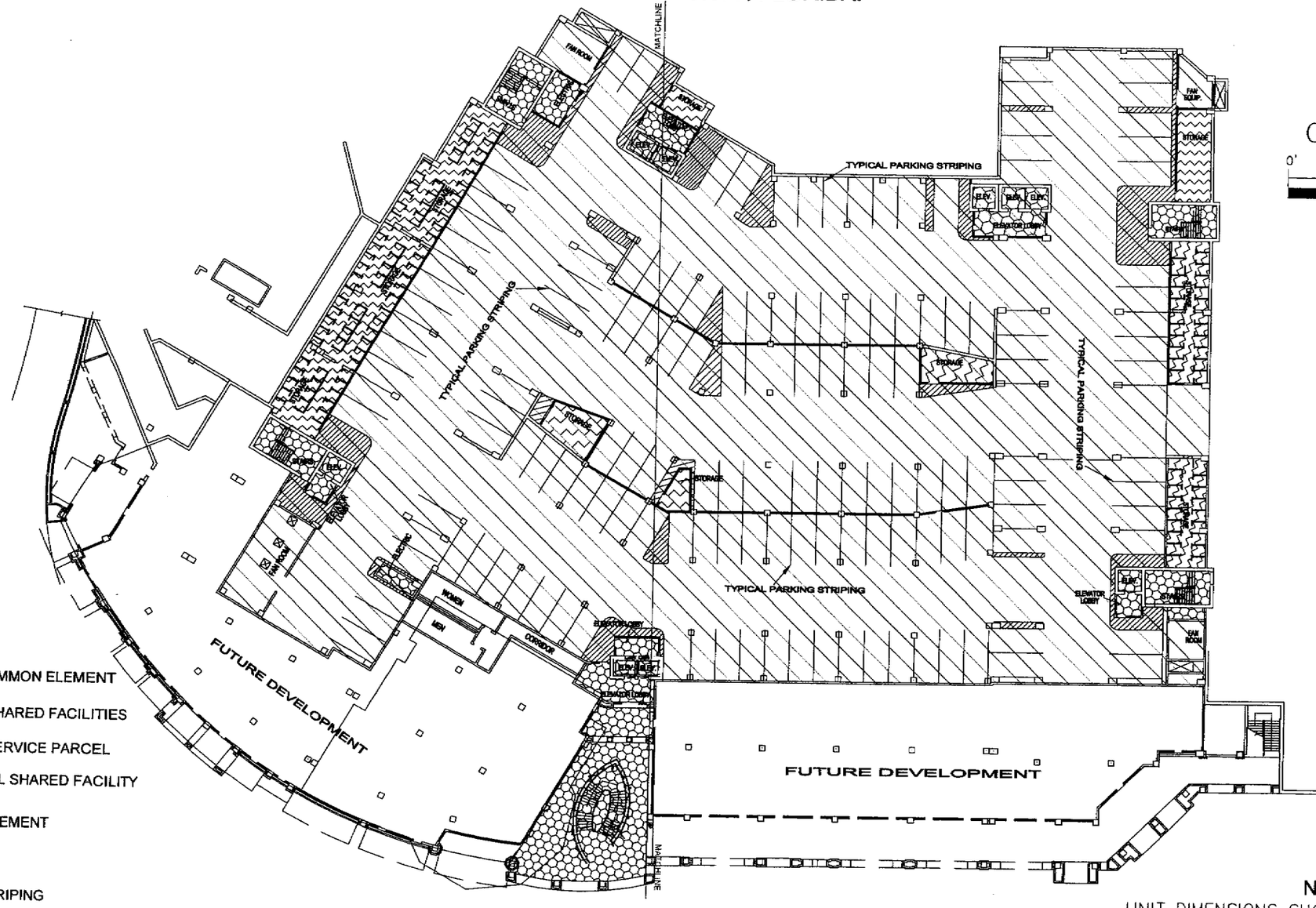
⊕	= FOUND 1/2" CAPPED IRON ROD L.B. #
#	= NUMBER
L.B.	= LICENSED BUSINESS
A	= ARC LENGTH
R	= RADIUS
D	= DELTA ANGLE
B	= CHORD BEARING
C	= CHORD LENGTH
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
R/W	= RIGHT OF WAY
F.E.M.A.	= FEDERAL EMERGENCY MANAGEMENT AGENCY
A/C	= AIR CONDITIONER
INC.	= INCORPORATED
DWG	= DRAWING
☼	= LAMP POLE
—o—	= BURIED GAS LINE SIGN
—G—	= UNDERGROUND GAS LINE
⋈	= WATER VALVE
⋈	= WATER METER
	= FIRE HYDRANT
Ⓓ	= DRAIN MANHOLE
Ⓢ	= SEWER MANHOLE
Ⓣ	= TELEPHONE MANHOLE
	= GAS METER
	= WATER STUBOUT
—→	= GUY ANCHOR
	= ELECTRIC METER POLE
	= UTILITY POLE
T	= TELEPHONE BOX
TV	= TELEVISION BOX
L1–L49	= LINE IDENTIFICATION (SEE LINE TABLE)
C1–C2	= CURVE IDENTIFICATION (SEE CURVE TABLE)

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

G:\PLAT\01\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRANDE_TOWERS.dwg, 5/15/2007 5:51:34 AM, Mike
BK: 2784 PG: 1264

EMERALD GRANDE TOWERS

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



GRAPHIC SCALE

0' 25' 50' 100'

(IN FEET)
1 inch = 50 ft.

LEGEND:

ELEV. = ELEVATOR

= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

= BUILDING SERVICE PARCEL

= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT

= GARAGE

= PARKING STRIPING

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

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

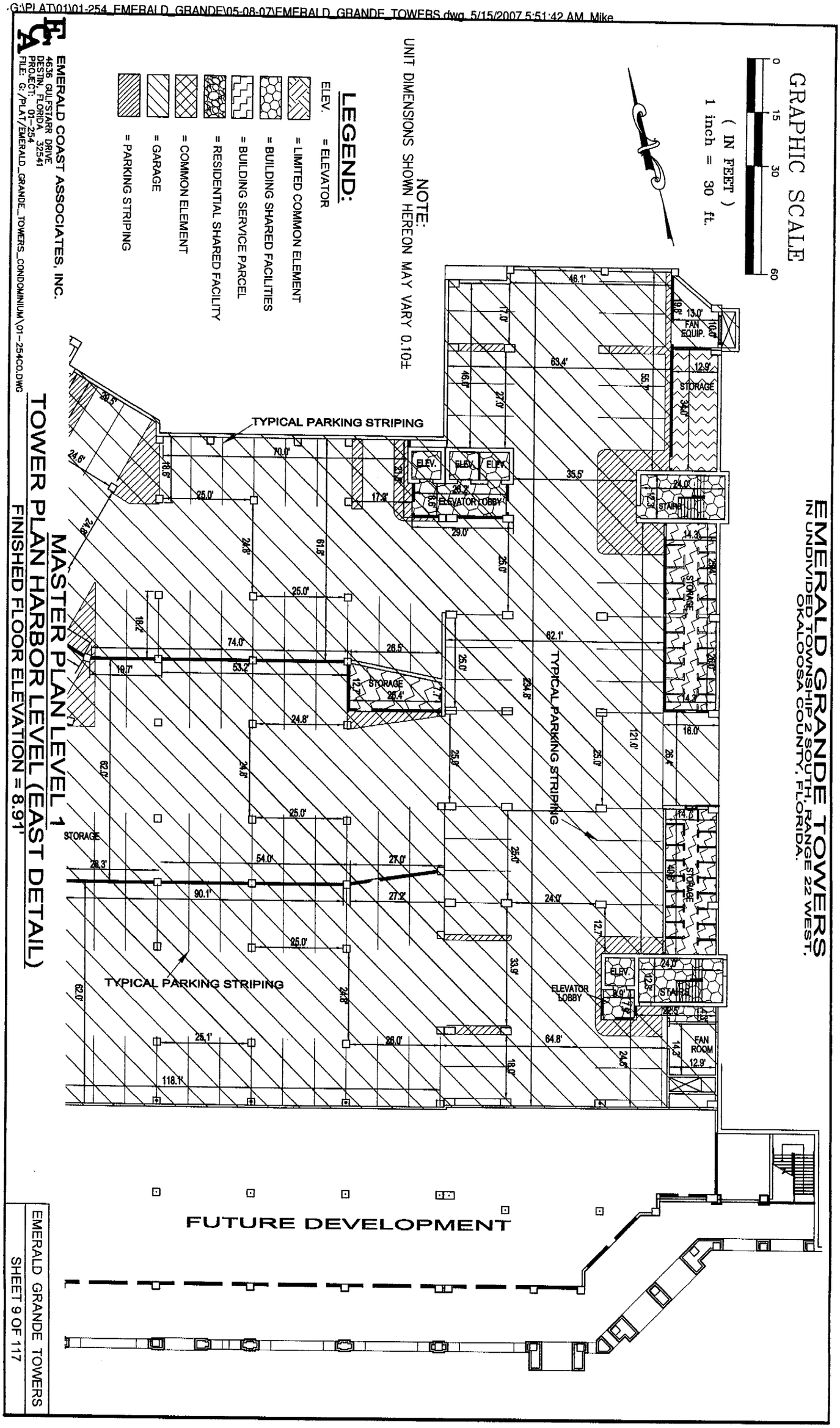
MASTER PLAN LEVEL 1
TOWER PLAN HARBOR LEVEL
FINISHED FLOOR ELEVATION = 8.91'

EMERALD GRANDE TOWERS
SHEET 8 OF 117

G:\PLAT\01101-254_EMERALD_GRANDE\05-08-07\EMERALD_GRANDE_TOWERS.dwg, 5/15/2007 5:51:38 AM, Mike

BK: 2784 PG: 1265

G:\PLAT\01\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRANDE_TOWERS.dwg, 5/15/2007 5:51:42 AM, Mike



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

MASTER PLAN LEVEL 1
TOWER PLAN HARBOR LEVEL (EAST DETAIL)
FINISHED FLOOR ELEVATION = 8.91'

EMERALD GRANDE TOWERS
SHEET 9 OF 117

EMERALD GRANDE TOWERS

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

LEGEND:

ELEV. = ELEVATOR

= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

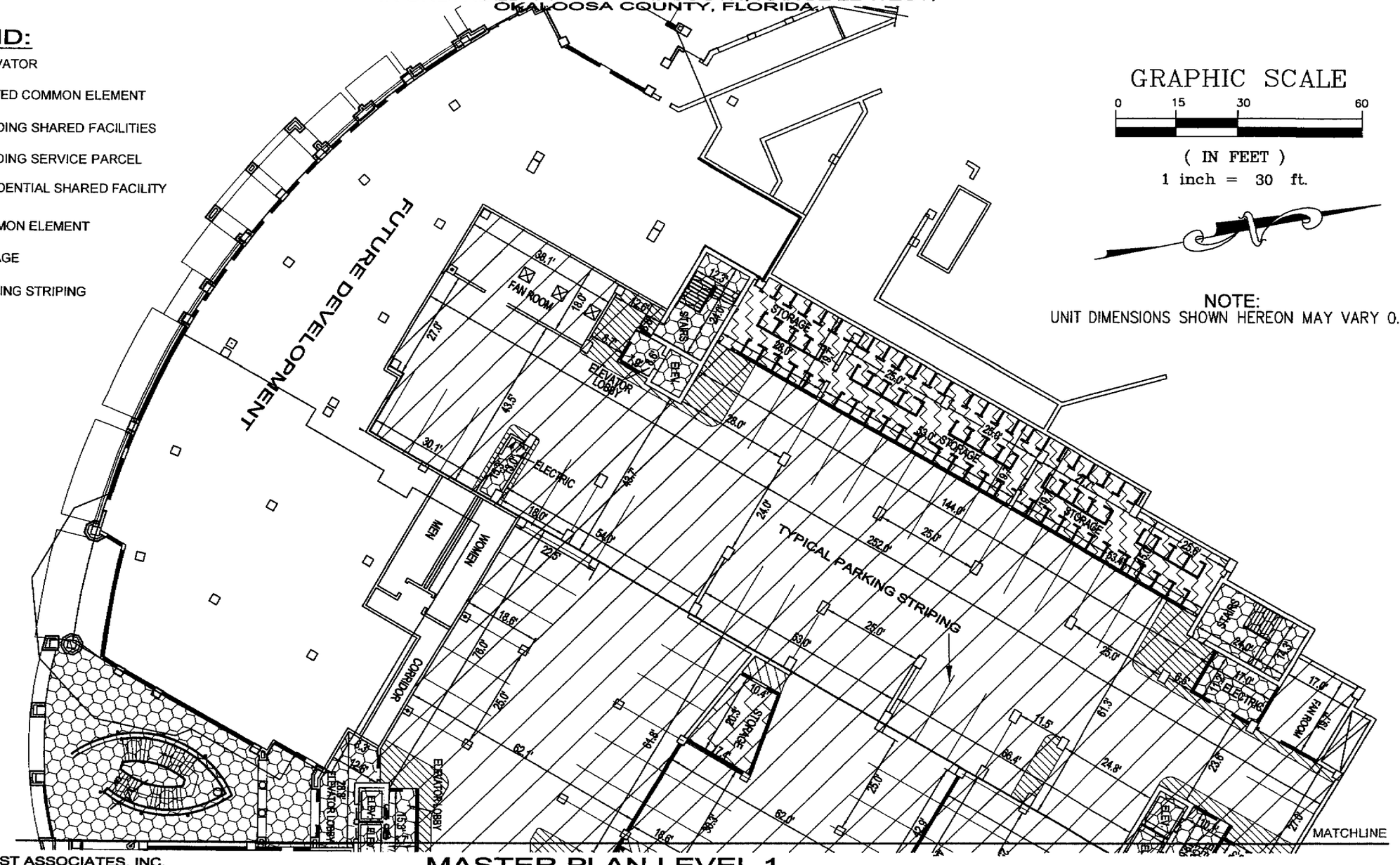
= BUILDING SERVICE PARCEL

= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT

= GARAGE

= PARKING STRIPING



GRAPHIC SCALE

0 15 30 60

(IN FEET)

1 inch = 30 ft.

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

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

MASTER PLAN LEVEL 1
TOWER PLAN HARBOR LEVEL (WEST DETAIL)
FINISHED FLOOR ELEVATION = 8.91'

EMERALD GRANDE TOWERS
SHEET 10 OF 117

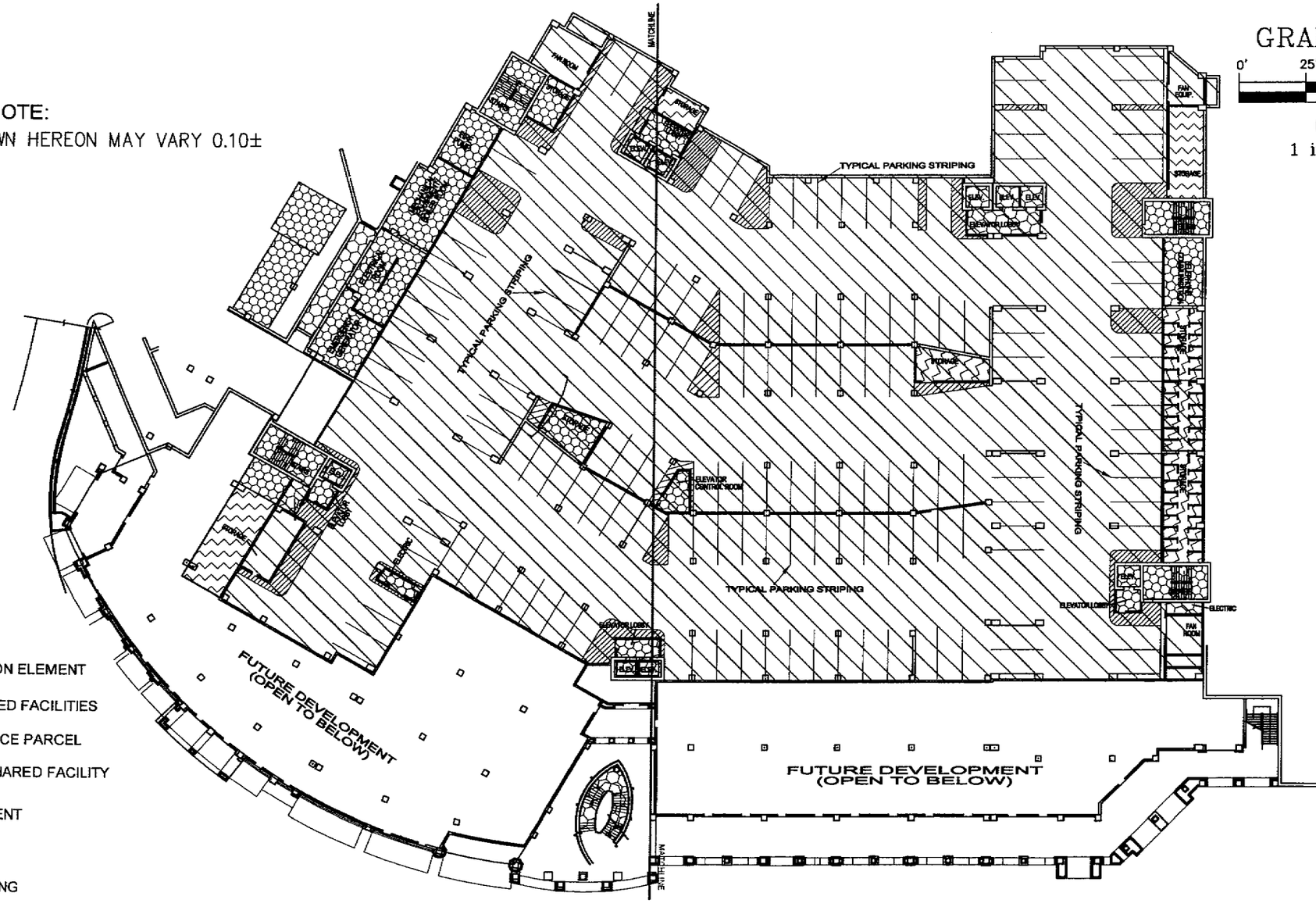
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BK: 2784 PG: 1267

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

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

GRAPHIC SCALE
0' 25' 50' 100'
(IN FEET)
1 inch = 50 ft.



LEGEND:

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

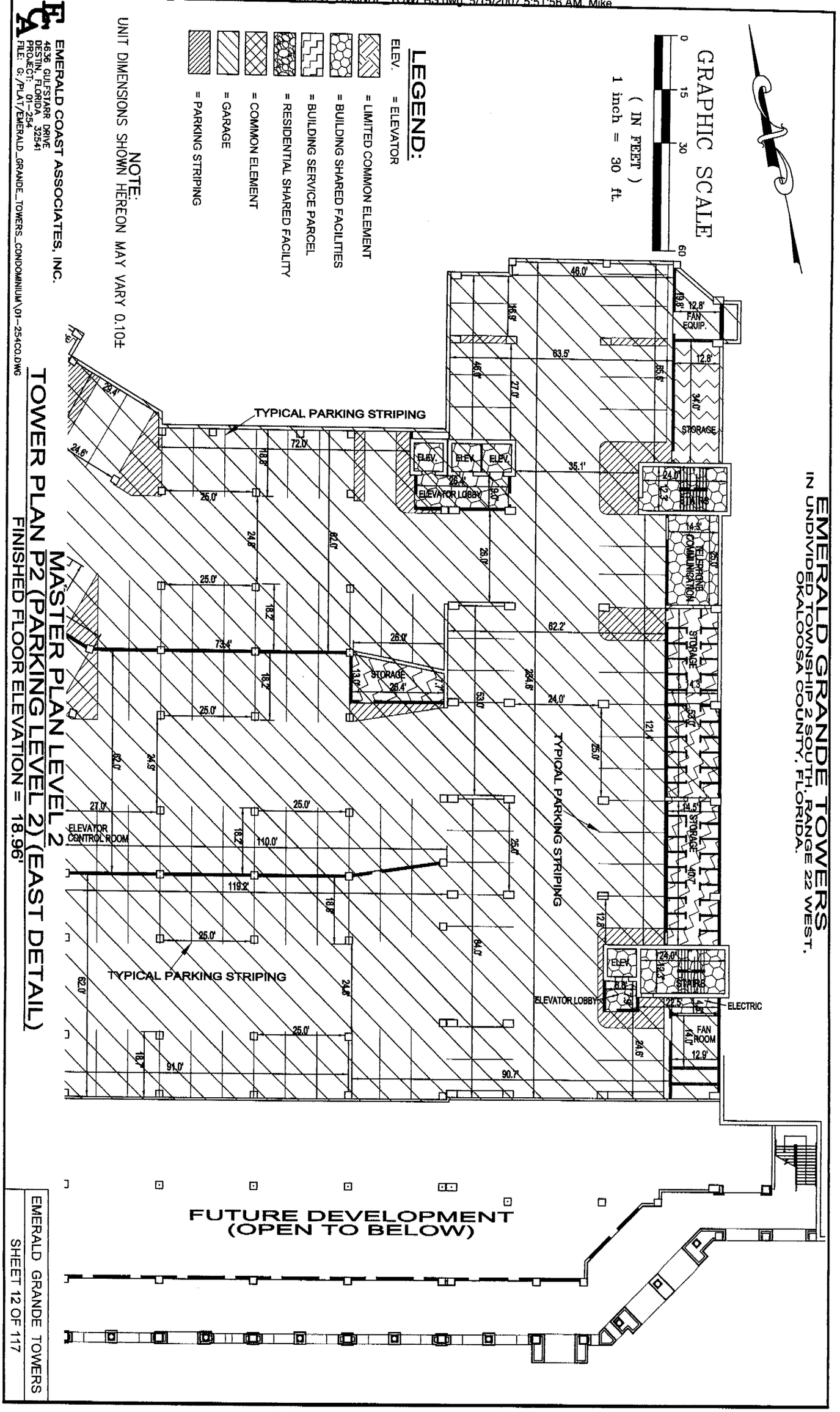
EMERALD COAST ASSOCIATES, INC.
4636 GULFSTARR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:/PLAT/EMERALD_GRANDE_TOWERS_CONDOMINIUM\01-254CO.DWG

MASTER PLAN LEVEL 2
TOWER PLAN P2 (PARKING LEVEL 2)
FINISHED FLOOR ELEVATION = 18.96'

EMERALD GRANDE TOWERS
SHEET 11 OF 117

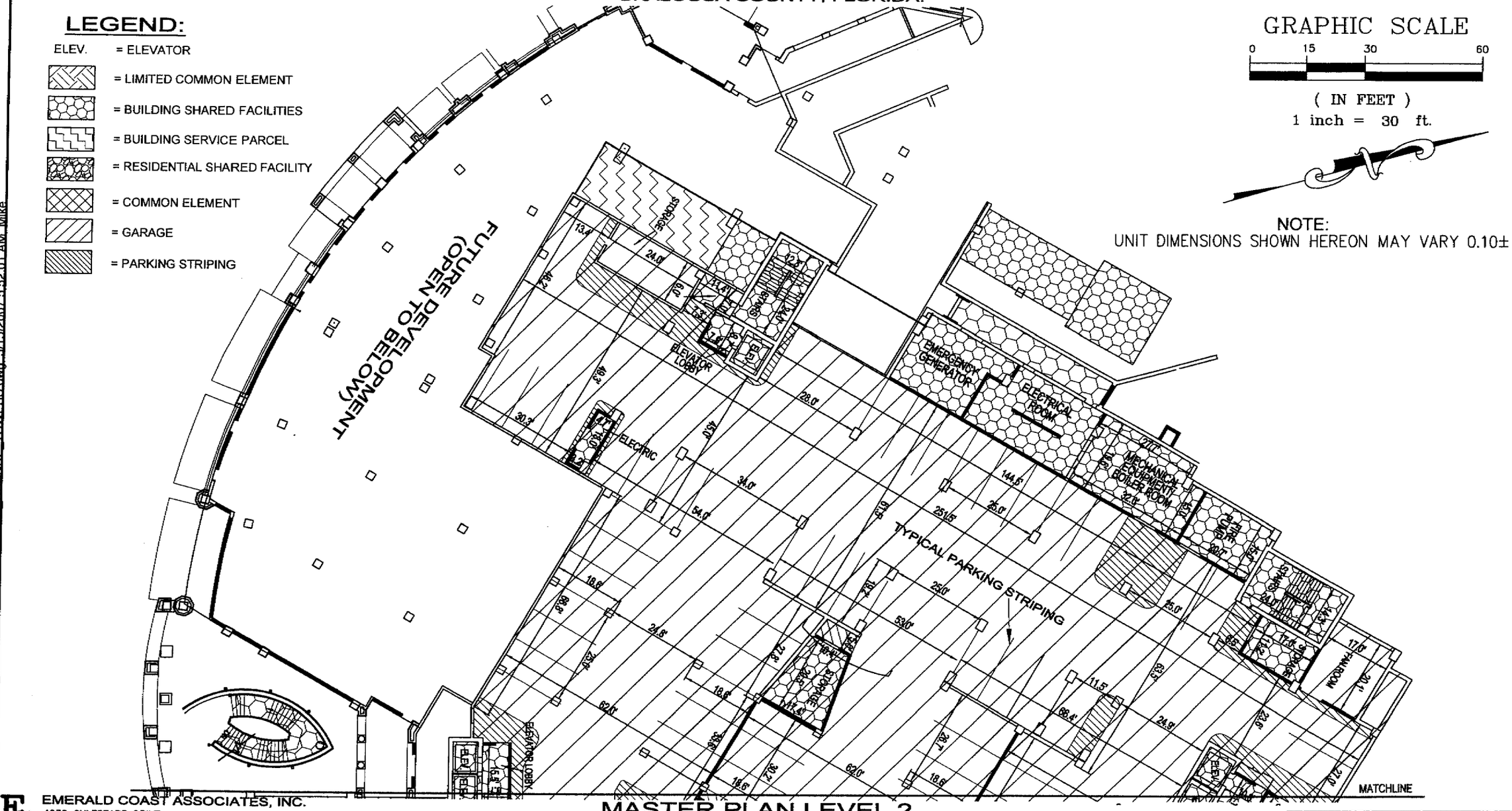
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EMERALD GRANDE TOWERS

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



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

MASTER PLAN LEVEL 2
TOWER PLAN P2 (PARKING LEVEL 2) (WEST DETAIL)
FINISHED FLOOR ELEVATION = 18.96'

EMERALD GRANDE TOWERS
SHEET 13 OF 117

G:\PLAT\01\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRANDE_TOWERS.dwg, 5/15/2007 5:52:01 AM, Mike

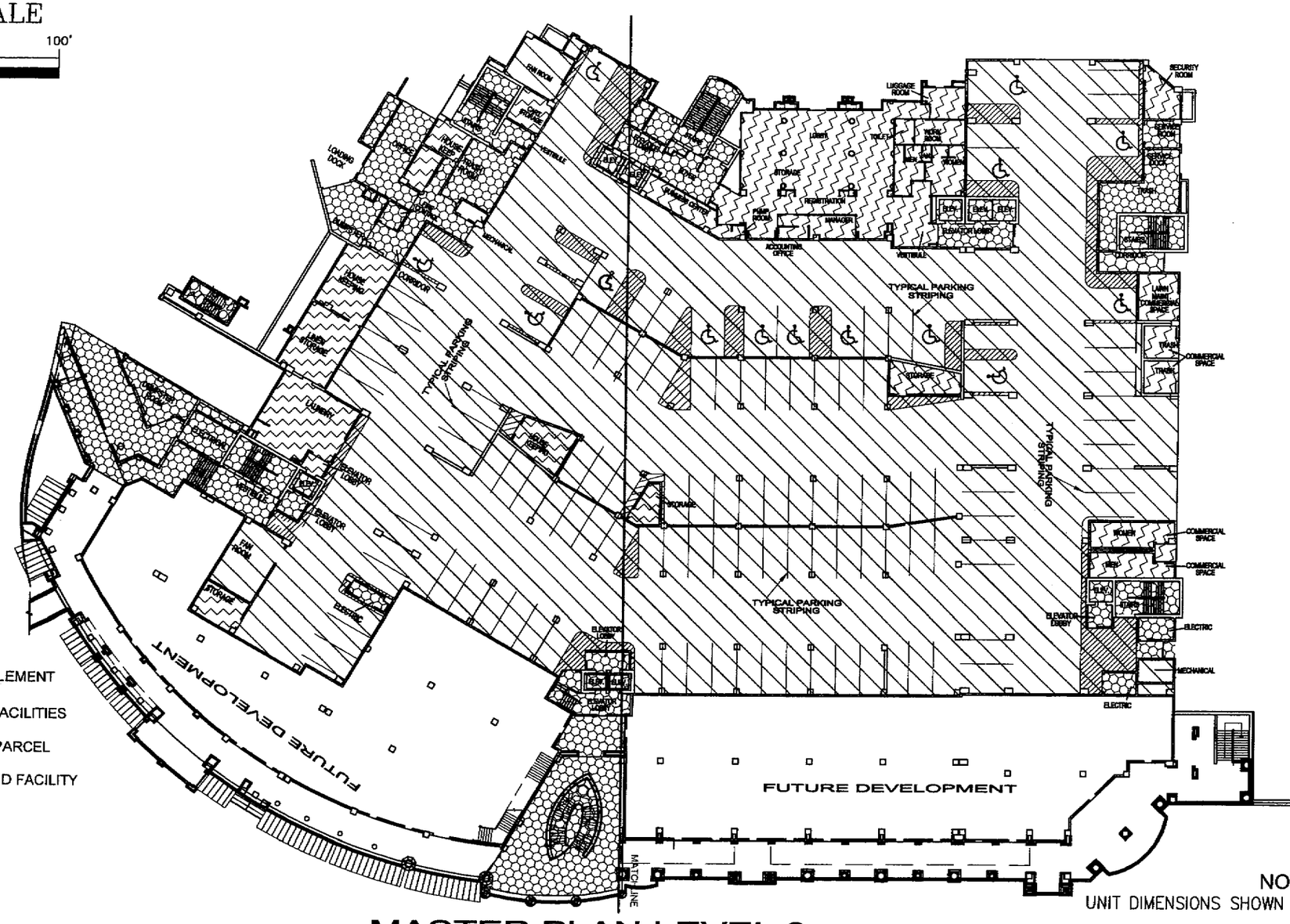
BK: 2784 PG: 1270

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

GRAPHIC SCALE

0' 25' 50' 100'

(IN FEET)
1 inch = 50 ft.



LEGEND:

ELEV. = ELEVATOR

= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

= BUILDING SERVICE PARCEL

= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT

= GARAGE

= PARKING STRIPING

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

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

MASTER PLAN LEVEL 3
TOWER PLAN LOBBY (PARKING LEVEL 3)
FINISHED FLOOR ELEVATION = 28.75'

EMERALD GRANDE TOWERS
SHEET 14 OF 117

G:\PLAT\01\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRANDE_TOWERS.dwg, 5/15/2007 5:52:05 AM, Mike

EMERALD GRANDE TOWERS

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

GRAPHIC SCALE

0 15 30 60

(IN FEET)

1 inch = 30 ft.

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

LEGEND:

ELEV. = ELEVATOR

= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

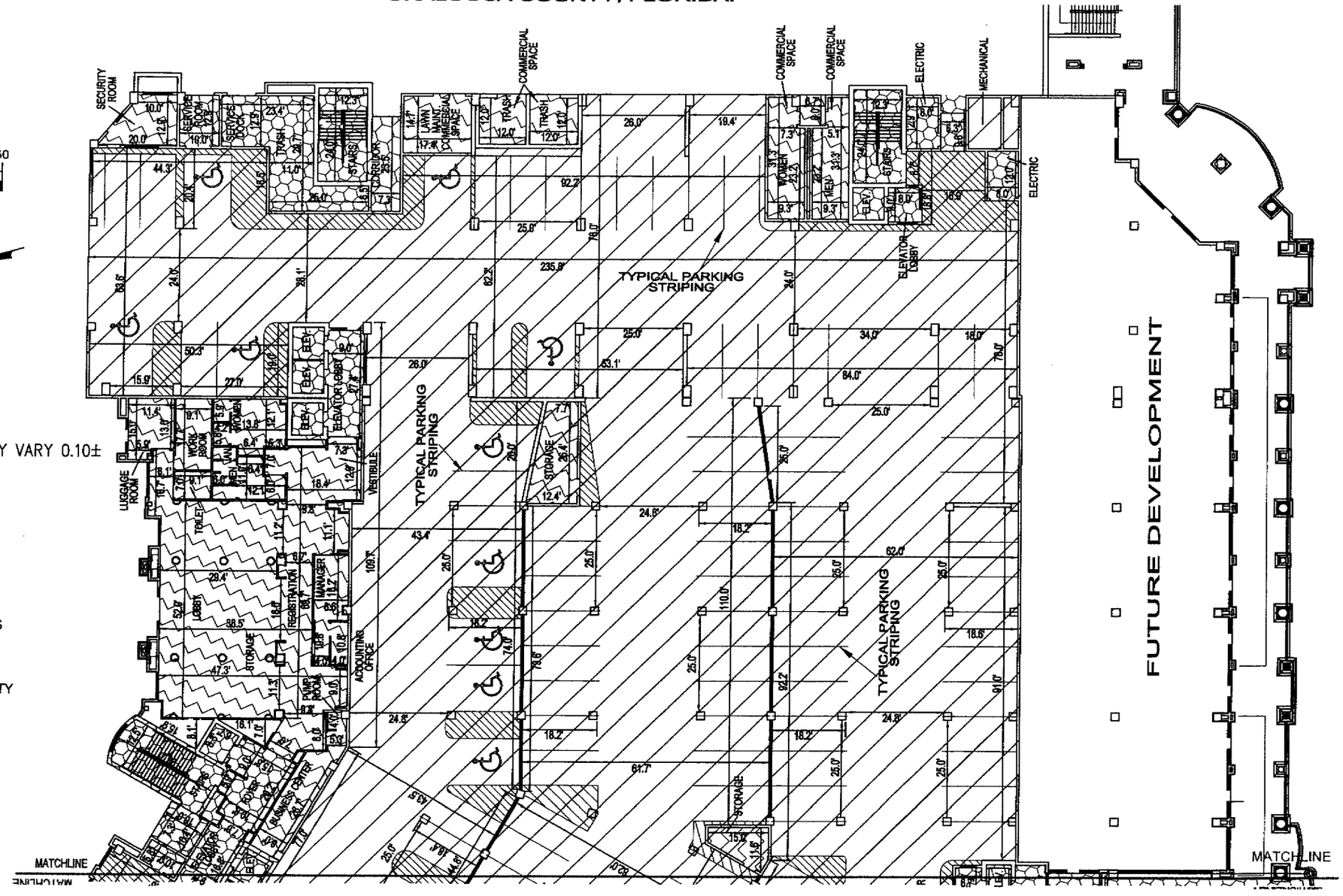
= BUILDING SERVICE PARCEL

= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT

= GARAGE

= PARKING STRIPING



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

MASTER PLAN LEVEL 3

TOWER PLAN LOBBY (PARKING LEVEL 3) (EAST DETAIL)

FINISHED FLOOR ELEVATION = 28.75'

EMERALD GRANDE TOWERS
SHEET 15 OF 117

G:\PLAT\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRANDE_TOWERS.dwg, 5/15/2007 5:52:10 AM, Mike

BK: 2784 PG: 1272

EMERALD GRANDE TOWERS

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

= GARAGE

= PARKING STRIPING

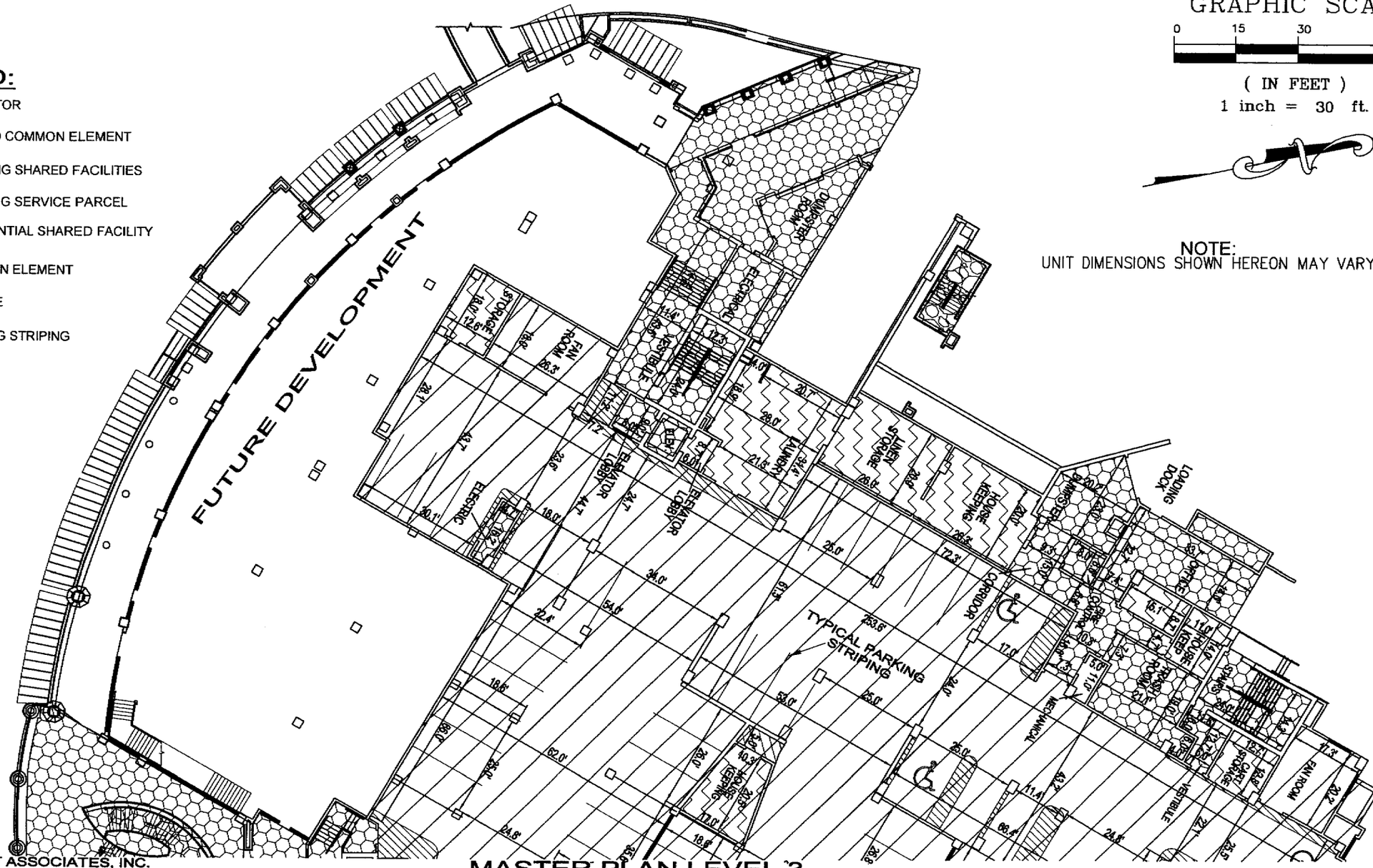
GRAPHIC SCALE

0 15 30 60

(IN FEET)

1 inch = 30 ft.

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±



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

MASTER PLAN LEVEL 3

TOWER PLAN LOBBY (PARKING LEVEL 3) (WEST DETAIL)

FINISHED FLOOR ELEVATION = 28.75'

EMERALD GRANDE TOWERS
SHEET 16 OF 117

G:\PLAT\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRANDE_TOWERS.dwg 5/15/2007 5:52:14 AM Mike

BK: 2784 PG: 1273

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

LEGEND:

ELEV. = ELEVATOR

= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

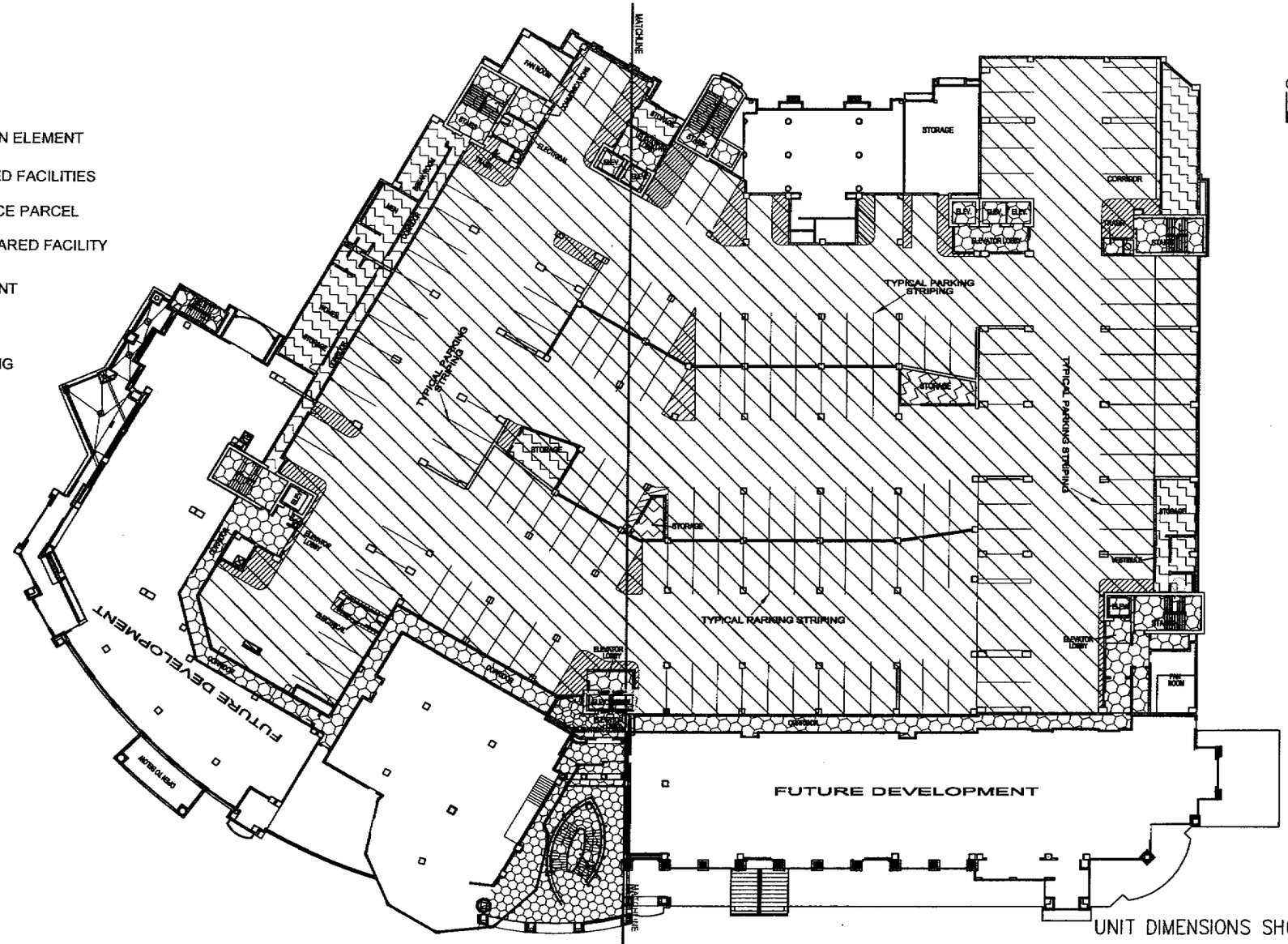
= BUILDING SERVICE PARCEL

= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT

= GARAGE

= PARKING STRIPING



GRAPHIC SCALE

0 15 30 60

(IN FEET)

1 inch = 30 ft.

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

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

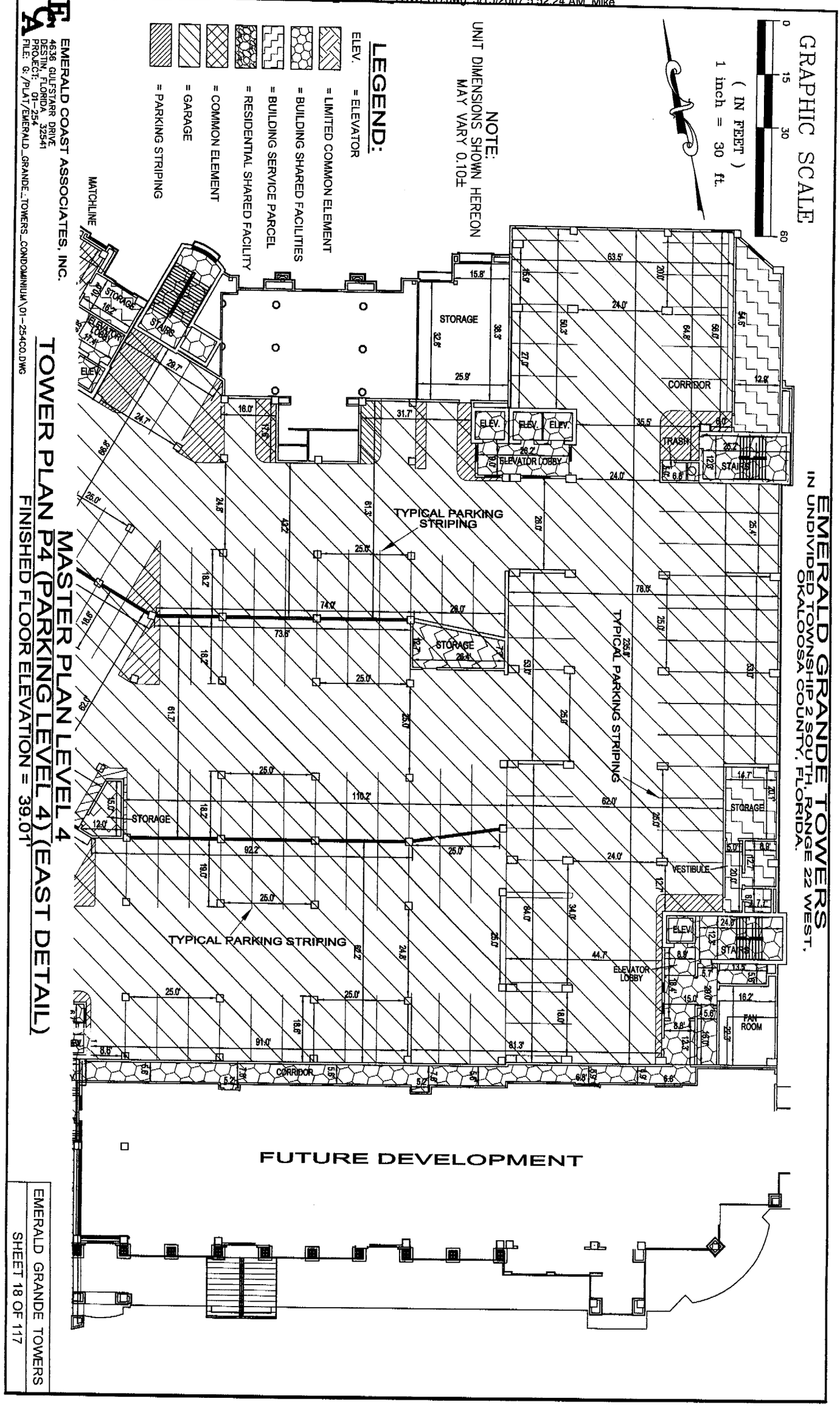
MASTER PLAN LEVEL 4
TOWER PLAN P4 (PARKING LEVEL 4)
FINISHED FLOOR ELEVATION = 39.01'

EMERALD GRANDE TOWERS
SHEET 17 OF 117

G:\PLAT\01\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRANDE_TOWERS.dwg, 5/15/2007 5:52:19 AM, Mike

BK: 2784 PG: 1274

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EMERALD GRANDE TOWERS
SHEET 18 OF 117

G:\PLAT\01\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRANDE_TOWERS.dwg, 5/15/2007 5:52:29 AM, Mike

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

LEGEND:

ELEV. = ELEVATOR

= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

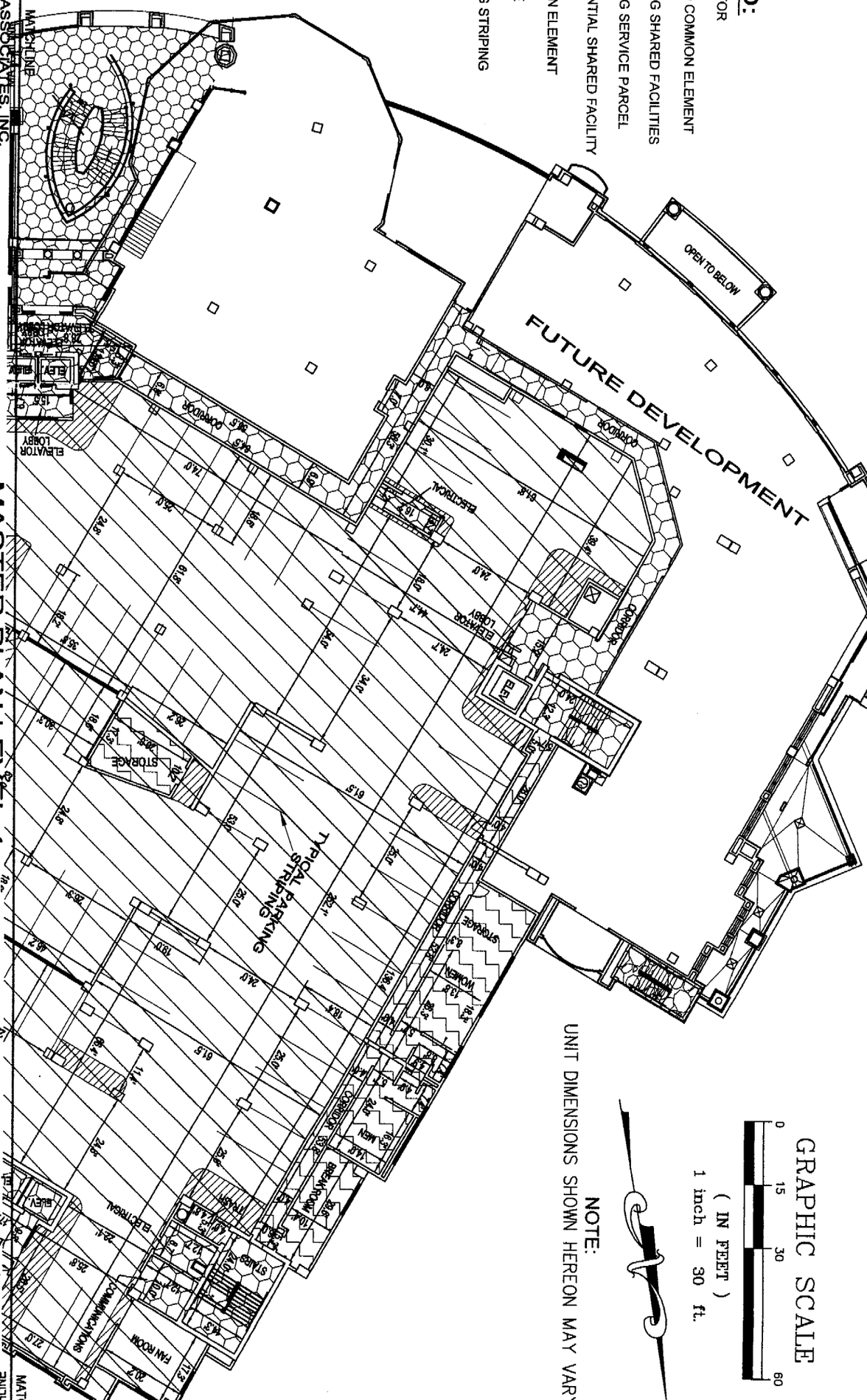
= BUILDING SERVICE PARCEL

= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT

= GARAGE

= PARKING STRIPING



GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.
0 15 30 60

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

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

TOWER PLAN LEVEL 4
MASTER PLAN LEVEL P4 (PARKING LEVEL 4) (WEST DETAIL)
FINISHED FLOOR ELEVATION = 39.01'

EMERALD GRANDE TOWERS
SHEET 19 OF 117

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

LEGEND:

ELEV. = ELEVATOR

= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

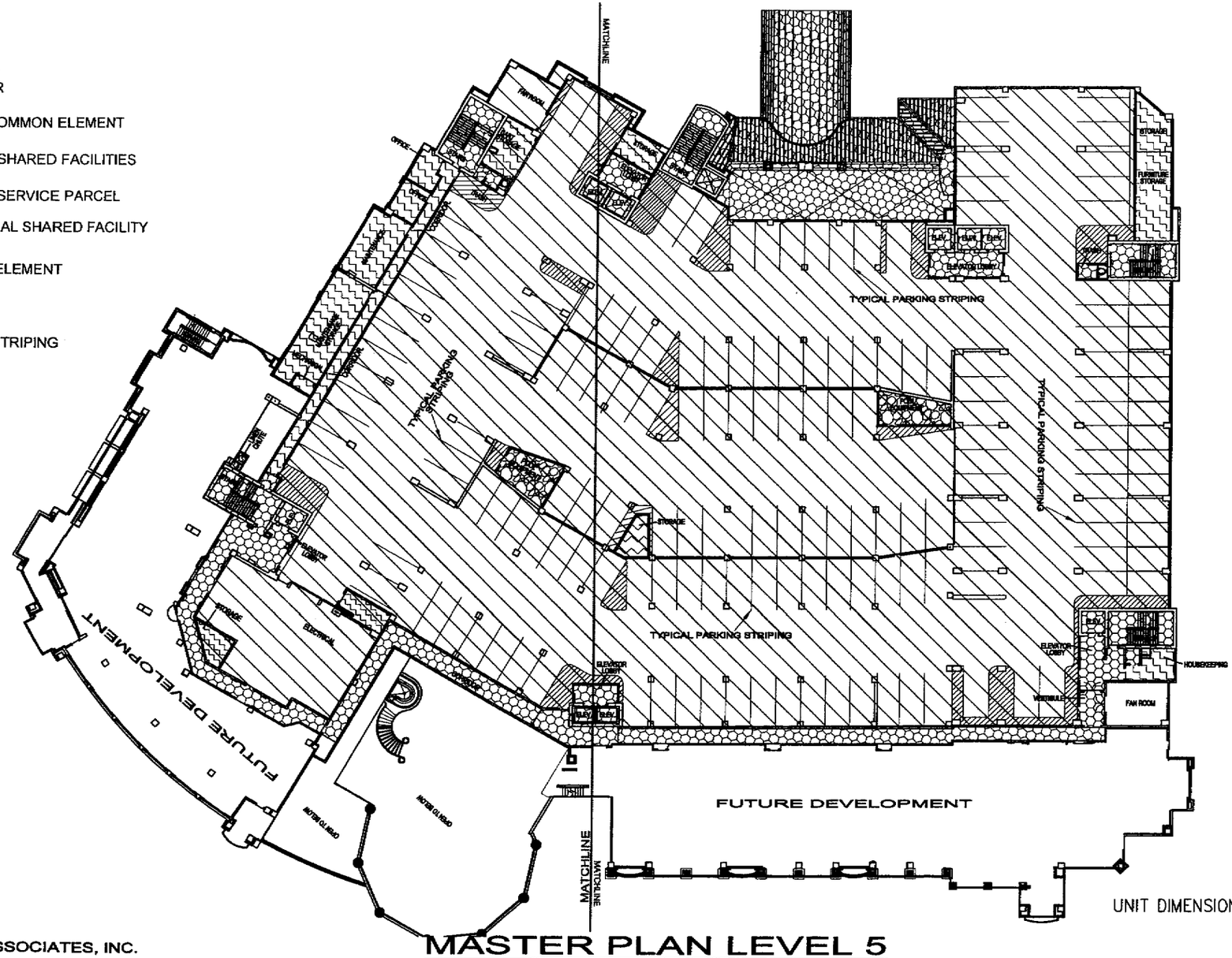
= BUILDING SERVICE PARCEL

= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT

= GARAGE

= PARKING STRIPING



GRAPHIC SCALE

0' 25' 50' 100'

(IN FEET)

1 inch = 50 ft.

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

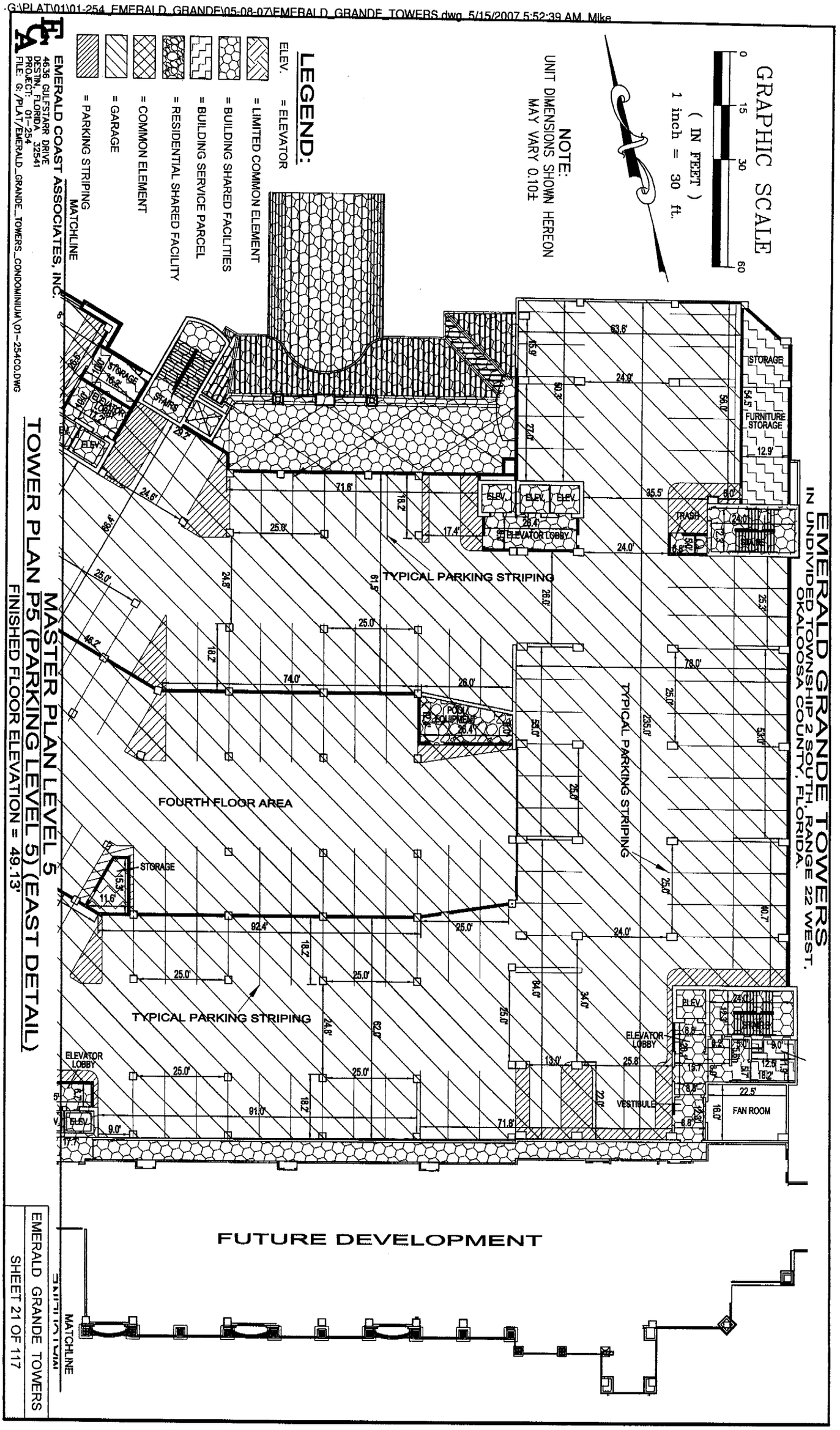
EMERALD COAST ASSOCIATES, INC.
4636 GULFSTARR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:/PLAT/EMERALD_GRANDE_TOWERS_CONDOMINIUM\01-254CO.DWG

MASTER PLAN LEVEL 5
TOWER PLAN P5 (PARKING LEVEL 5)
FINISHED FLOOR ELEVATION = 49.13'

EMERALD GRANDE TOWERS
SHEET 20 OF 117

G:\PLAT\01\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRANDE_TOWERS.dwg, 5/15/2007 5:52:34 AM, Mike

BK: 2784 PG: 1277


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EMERALD COAST ASSOCIATES, INC.
4636 GULFSTARR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:/PLAT/EMERALD_GRANDE_TOWERS_CONDOMINIUM\01-254CO.DWG
LEGEND:
ELEV. = ELEVATOR
= LIMITED COMMON ELEMENT
= BUILDING SHARED FACILITIES
= BUILDING SERVICE PARCEL
= RESIDENTIAL SHARED FACILITY
= COMMON ELEMENT
= GARAGE
= PARKING STRIPING
MATCHLINE
NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±
GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.
0
15
30
60
EMERALD GRANDE TOWERS
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.
MASTER PLAN LEVEL 5
TOWER PLAN P5 (PARKING LEVEL 5) (EAST DETAIL)
FINISHED FLOOR ELEVATION = 49.13'
TYPICAL PARKING STRIPING
FOURTH FLOOR AREA
STORAGE
ELEVATOR LOBBY
ELEV.
STAIRS
TRASH
POOL EQUIPMENT
FURNITURE STORAGE
VESTIBULE
FAN ROOM
FUTURE DEVELOPMENT
MATCHLINE
EMERALD GRANDE TOWERS
SHEET 21 OF 117

EMERALD GRANDE TOWERS

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

LEGEND:

ELEV. = ELEVATOR

= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

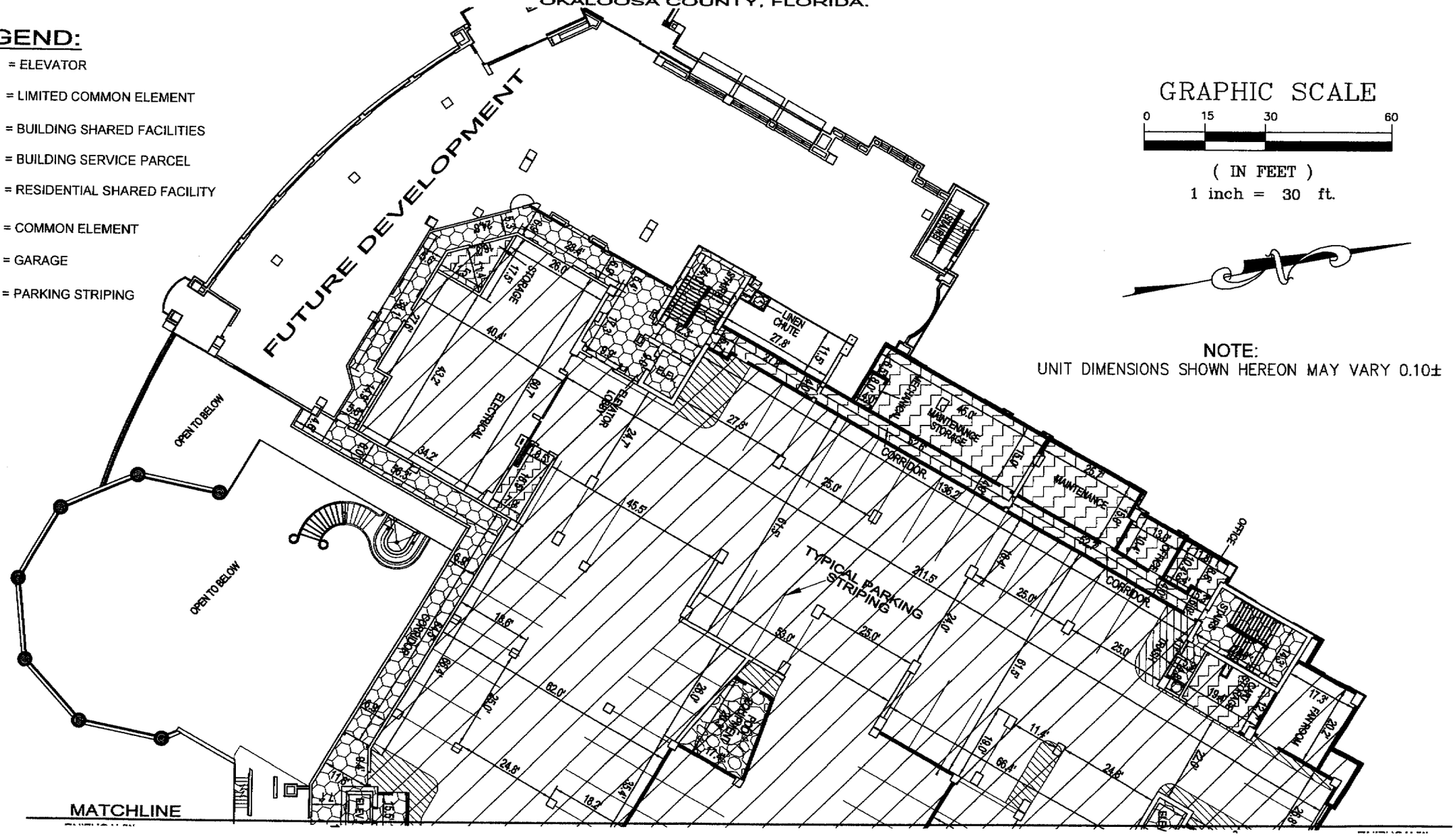
= BUILDING SERVICE PARCEL

= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT

= GARAGE

= PARKING STRIPING



GRAPHIC SCALE

0 15 30 60

(IN FEET)

1 inch = 30 ft.

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

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

MASTER PLAN LEVEL 5

TOWER PLAN P5 (PARKING LEVEL 5) (WEST DETAIL)

FINISHED FLOOR ELEVATION = 49.13'

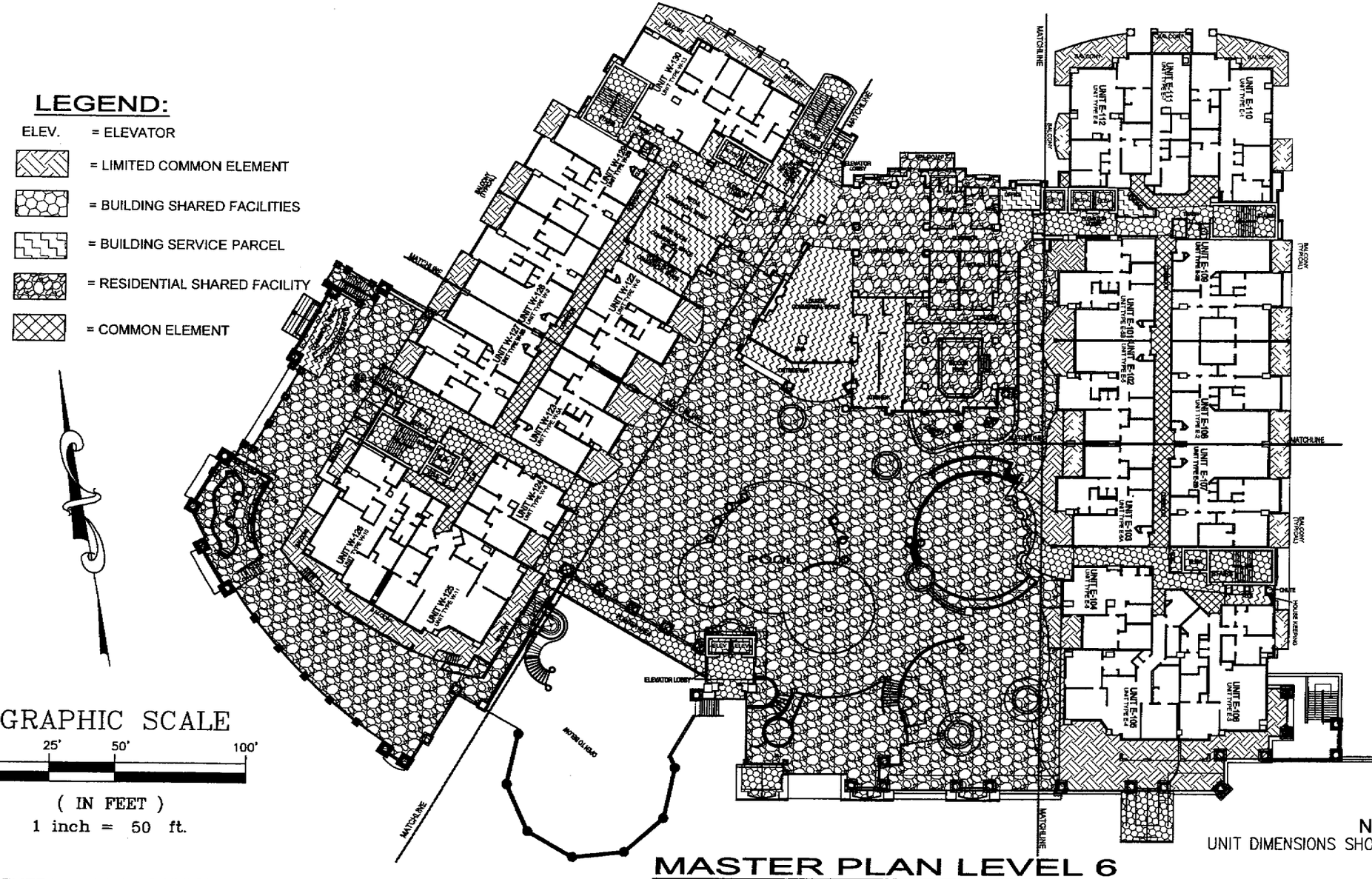
EMERALD GRANDE TOWERS
SHEET 22 OF 117

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BK: 2784 PG: 1279

EMERALD GRANDE TOWERS

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



NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

MASTER PLAN LEVEL 6

GRANDE VISTA LEVEL

TOWER PLAN LEVEL 1

FINISHED FLOOR ELEVATION = 63.33'

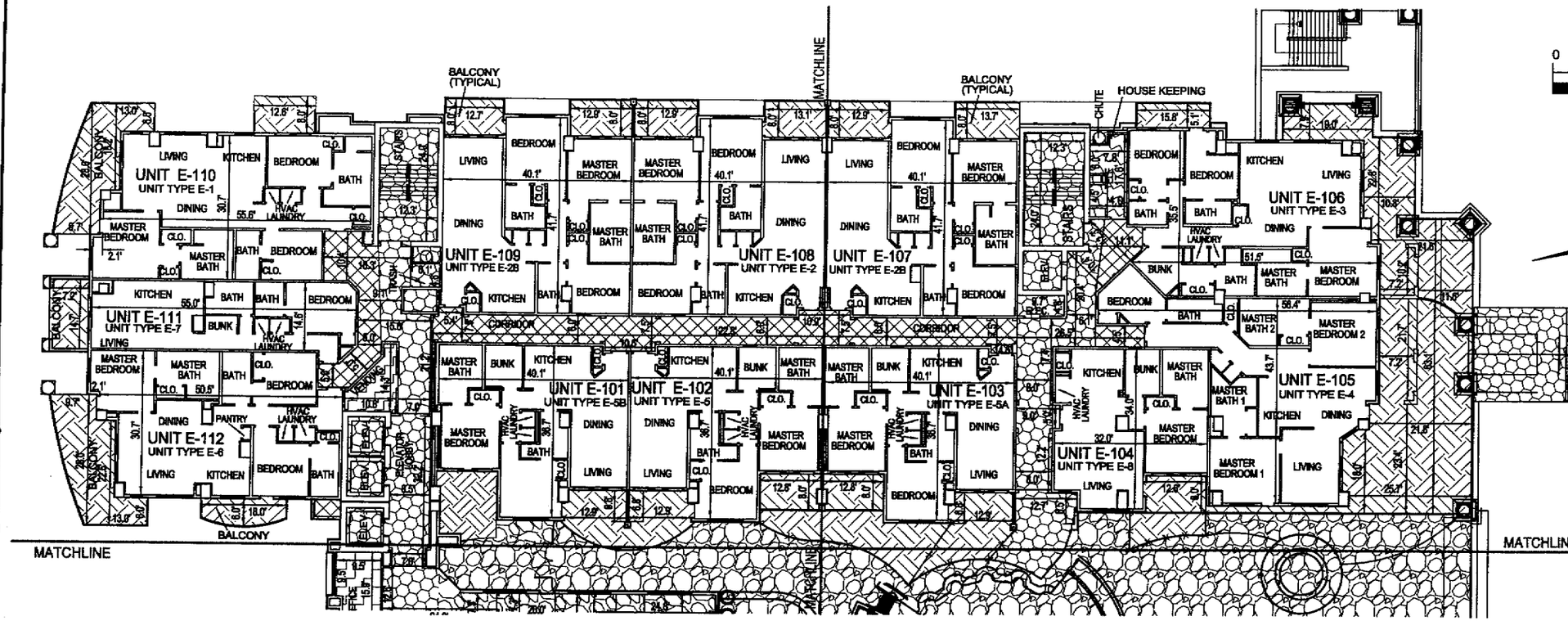
EMERALD COAST ASSOCIATES, INC.
4636 GULFSTARR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:/PLAT/EMERALD_GRANDE_TOWERS_CONDOMINIUM\01-254CO.DWG

EMERALD GRANDE TOWERS
SHEET 23 OF 117

G:\PLAT\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRANDE_TOWERS.dwg, 5/15/2007 5:52:48 AM, Mike

BK: 2784 PG: 1280

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



GRAPHIC SCALE

0 15 30 60

(IN FEET)
1 inch = 30 ft.

LEGEND:

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

LEGEND:

UNIT E-101	GV1
UNIT E-102	GV2
UNIT E-103	GV3
UNIT E-104	GV4
UNIT E-105	GV5
UNIT E-106	GV6
UNIT E-107	GV7
UNIT E-108	GV8
UNIT E-109	GV9
UNIT E-110	GV10
UNIT E-111	GV11
UNIT E-112	GV12

MASTER PLAN LEVEL 6
GRANDE VISTA LEVEL
TOWER PLAN LEVEL 1 (EAST DETAIL)
FINISHED FLOOR ELEVATION = 63.33'

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

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

G:\PLAT\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRANDE_TOWERS.dwg, 5/15/2007 5:52:53 AM, Mike
BK: 2784 PG: 1281

EMERALD GRANDE TOWERS

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

GRAPHIC SCALE

0 10 20 40

(IN FEET)

1 inch = 20 ft.

LEGEND:

UNIT E-101	GV1
UNIT E-102	GV2
UNIT E-103	GV3
UNIT E-104	GV4
UNIT E-105	GV5
UNIT E-106	GV6
UNIT E-107	GV7
UNIT E-108	GV8
UNIT E-109	GV9
UNIT E-110	GV10
UNIT E-111	GV11
UNIT E-112	GV12

LEGEND:

ELEV. = ELEVATOR

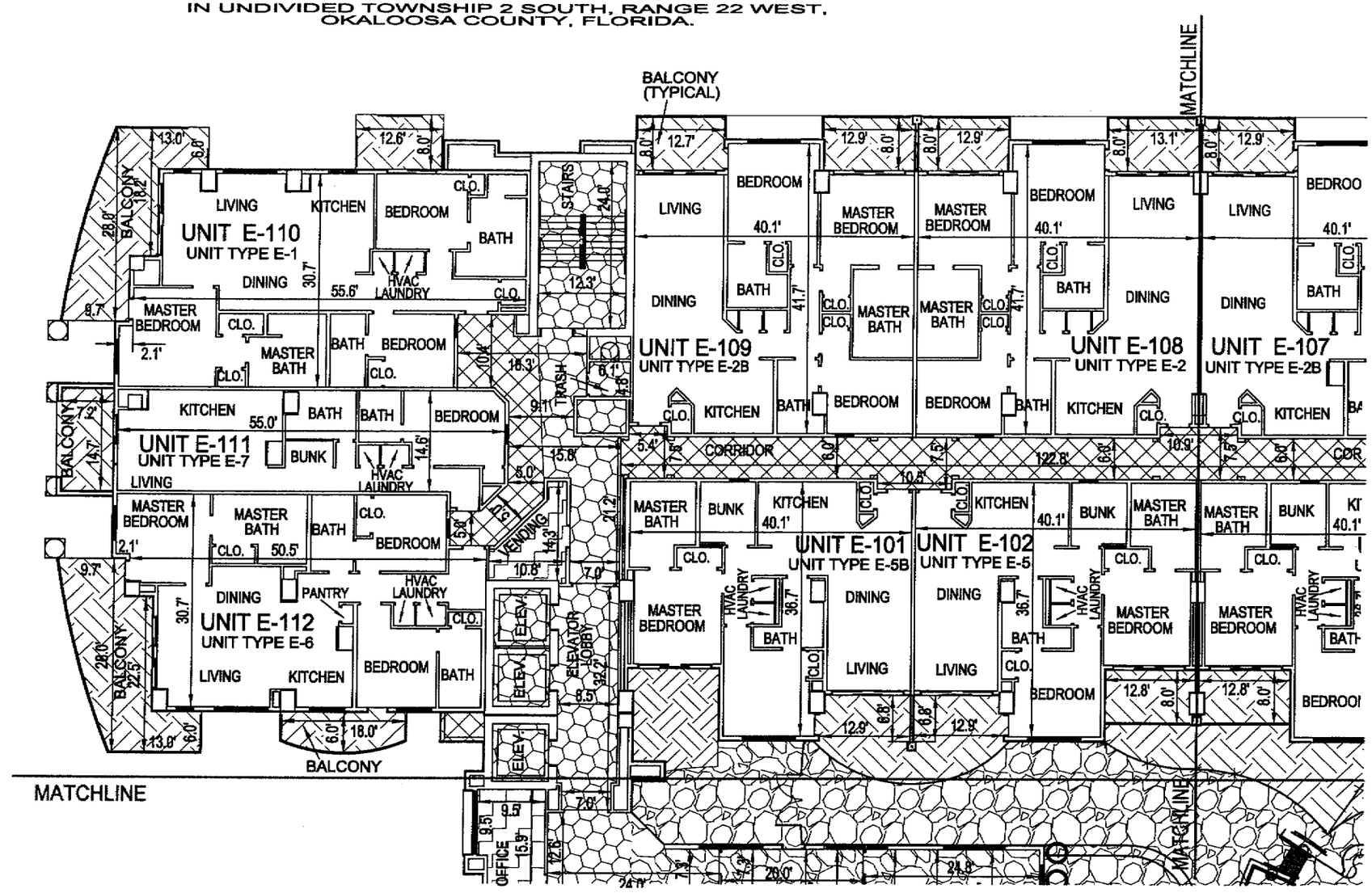
= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

= BUILDING SERVICE PARCEL

= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT



MASTER PLAN LEVEL 6

GRANDE VISTA LEVEL

TOWER PLAN LEVEL 1 (EAST DETAIL)

FINISHED FLOOR ELEVATION = 63.33'

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

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

G:\PLAT\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRANDE_TOWERS.dwg, 5/15/2007 5:52:58 AM, Mike

BK: 2784 PG: 1282

EMERALD GRANDE TOWERS

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

GRAPHIC SCALE

0 10 20 40

(IN FEET)
1 inch = 20 ft.

LEGEND:

UNIT E-101	GV1
UNIT E-102	GV2
UNIT E-103	GV3
UNIT E-104	GV4
UNIT E-105	GV5
UNIT E-106	GV6
UNIT E-107	GV7
UNIT E-108	GV8
UNIT E-109	GV9
UNIT E-110	GV10
UNIT E-111	GV11
UNIT E-112	GV12

LEGEND:

ELEV. = ELEVATOR

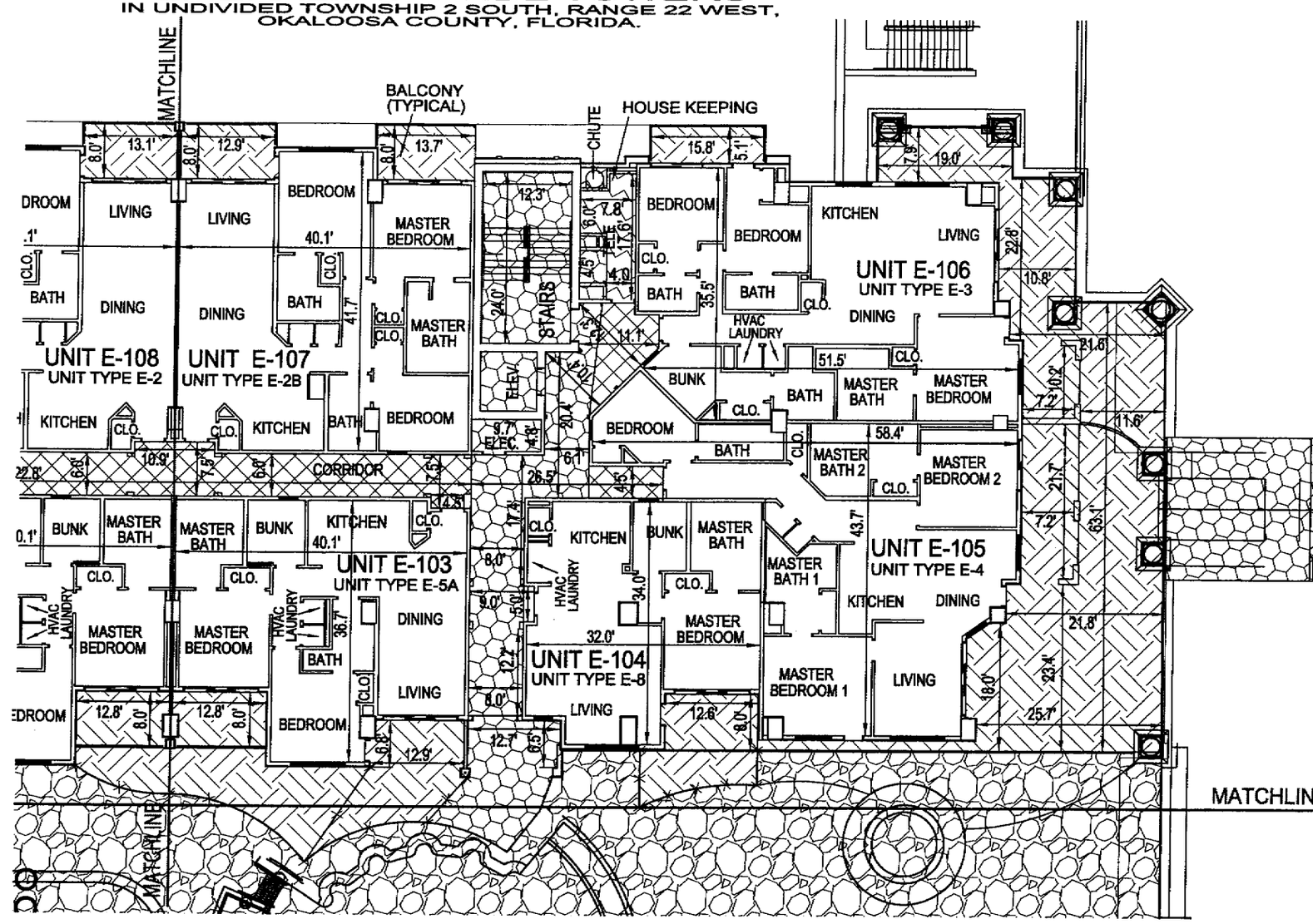
= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

= BUILDING SERVICE PARCEL

= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT



NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

MASTER PLAN LEVEL 6

GRANDE VISTA LEVEL

TOWER PLAN LEVEL 1 (EAST DETAIL)

FINISHED FLOOR ELEVATION = 63.33'

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

G:\PLAT\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRANDE_TOWERS.dwg, 5/15/2007 5:53:03 AM, Mike

BK: 2784 PG: 1283

EMERALD GRANDE TOWERS

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

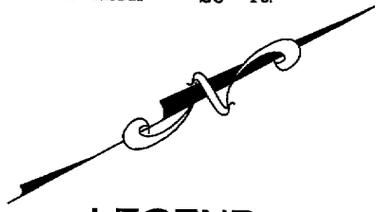
= COMMON ELEMENT

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

GRAPHIC SCALE

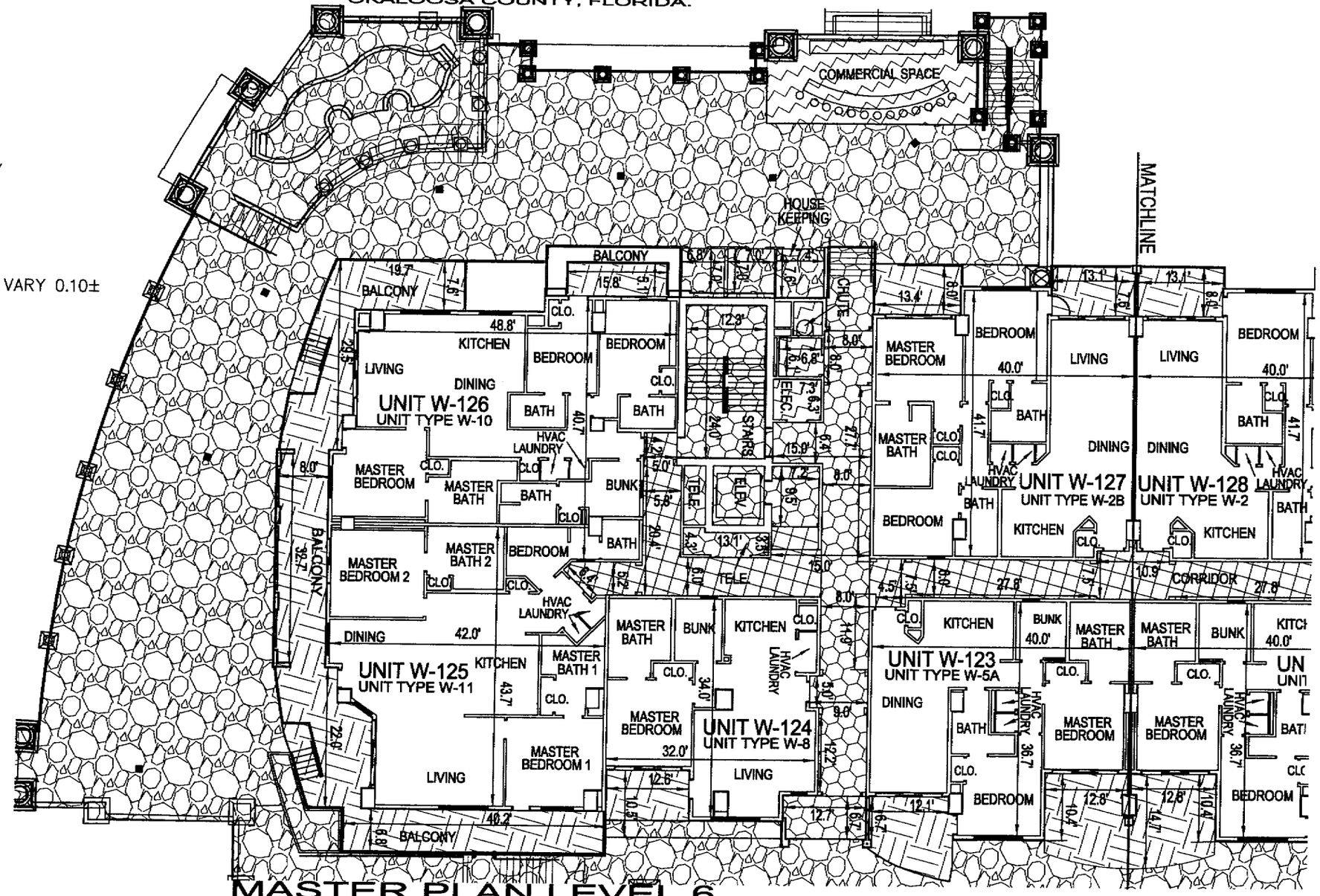
0 10 20 40

(IN FEET)
1 inch = 20 ft.



LEGEND:

UNIT W-121	GV21
UNIT W-122	GV22
UNIT W-123	GV23
UNIT W-124	GV24
UNIT W-125	GV25
UNIT W-126	GV26
UNIT W-127	GV27
UNIT W-128	GV28
UNIT W-129	GV29
UNIT W-130	GV30



MASTER PLAN LEVEL 6

GRANDE VISTA LEVEL

TOWER PLAN LEVEL 1 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 63.33'

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

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BK: 2784 PG: 1284

EMERALD GRANDE TOWERS

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

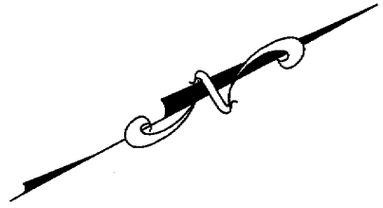
= COMMON ELEMENT

GRAPHIC SCALE

0 10 20 40

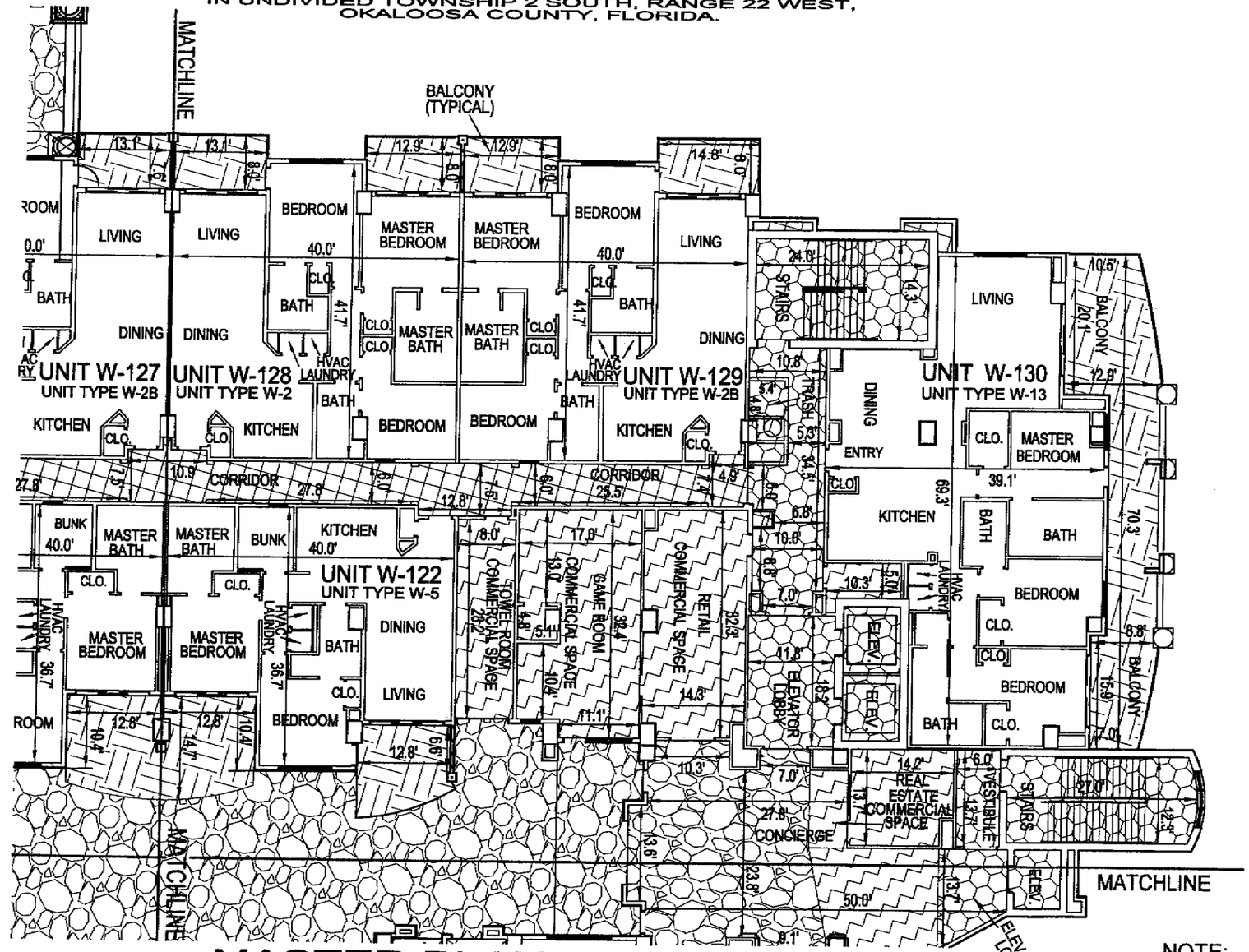
(IN FEET)

1 inch = 20 ft.



LEGEND:

UNIT W-121	GV21
UNIT W-122	GV22
UNIT W-123	GV23
UNIT W-124	GV24
UNIT W-125	GV25
UNIT W-126	GV26
UNIT W-127	GV27
UNIT W-128	GV28
UNIT W-129	GV29
UNIT W-130	GV30



MASTER PLAN LEVEL 6

GRANDE VISTA LEVEL

TOWER PLAN LEVEL 1 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 63.33'

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

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

G:\PLAT\01\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRANDE_TOWERS.dwg 5/15/2007 5:53:12 AM Mike
BK: 2784 PG: 1285

EMERALD GRANDE TOWERS
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

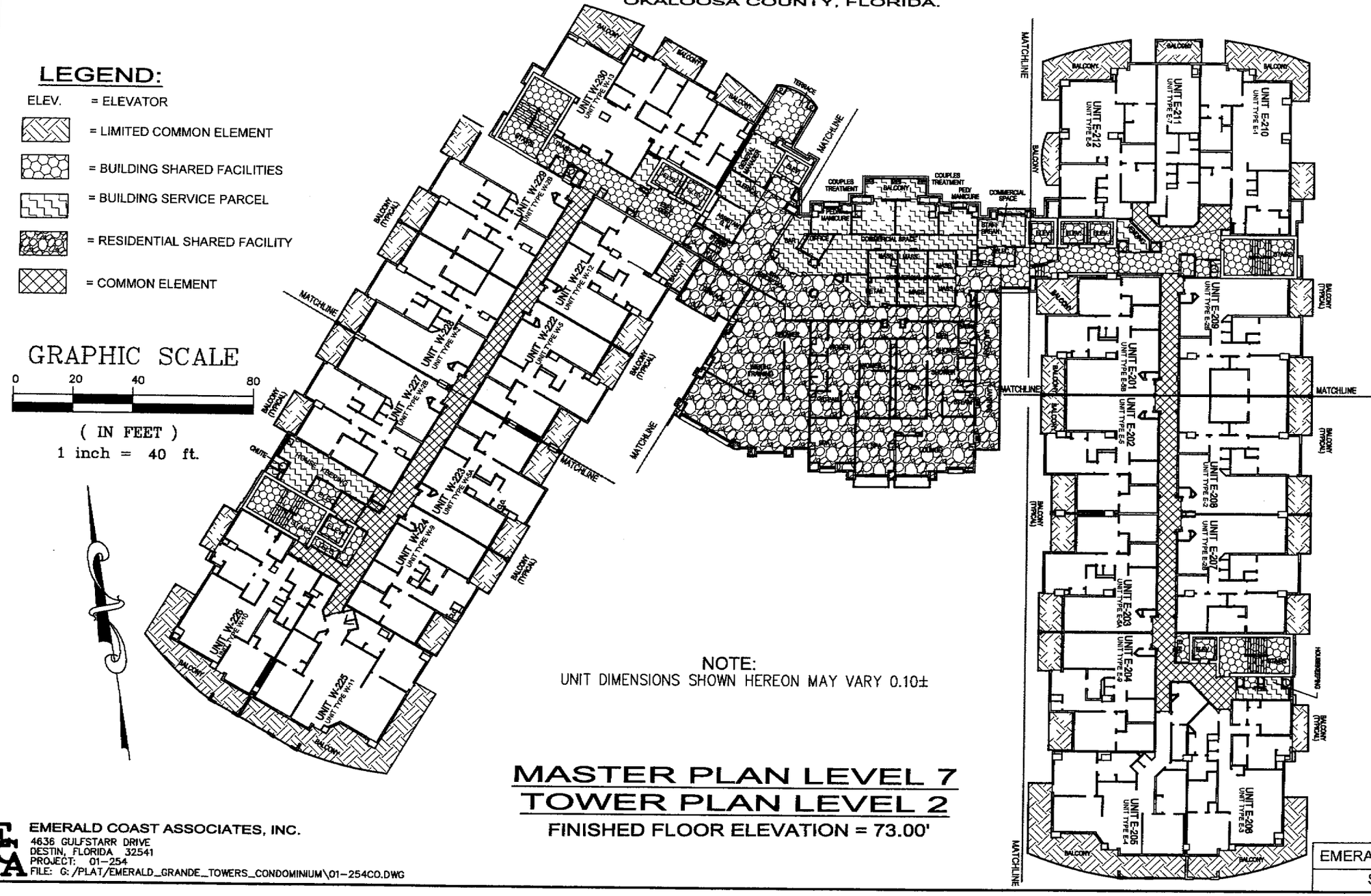
= COMMON ELEMENT

GRAPHIC SCALE

0 20 40 80

(IN FEET)

1 inch = 40 ft.



NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

MASTER PLAN LEVEL 7
TOWER PLAN LEVEL 2
FINISHED FLOOR ELEVATION = 73.00'

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

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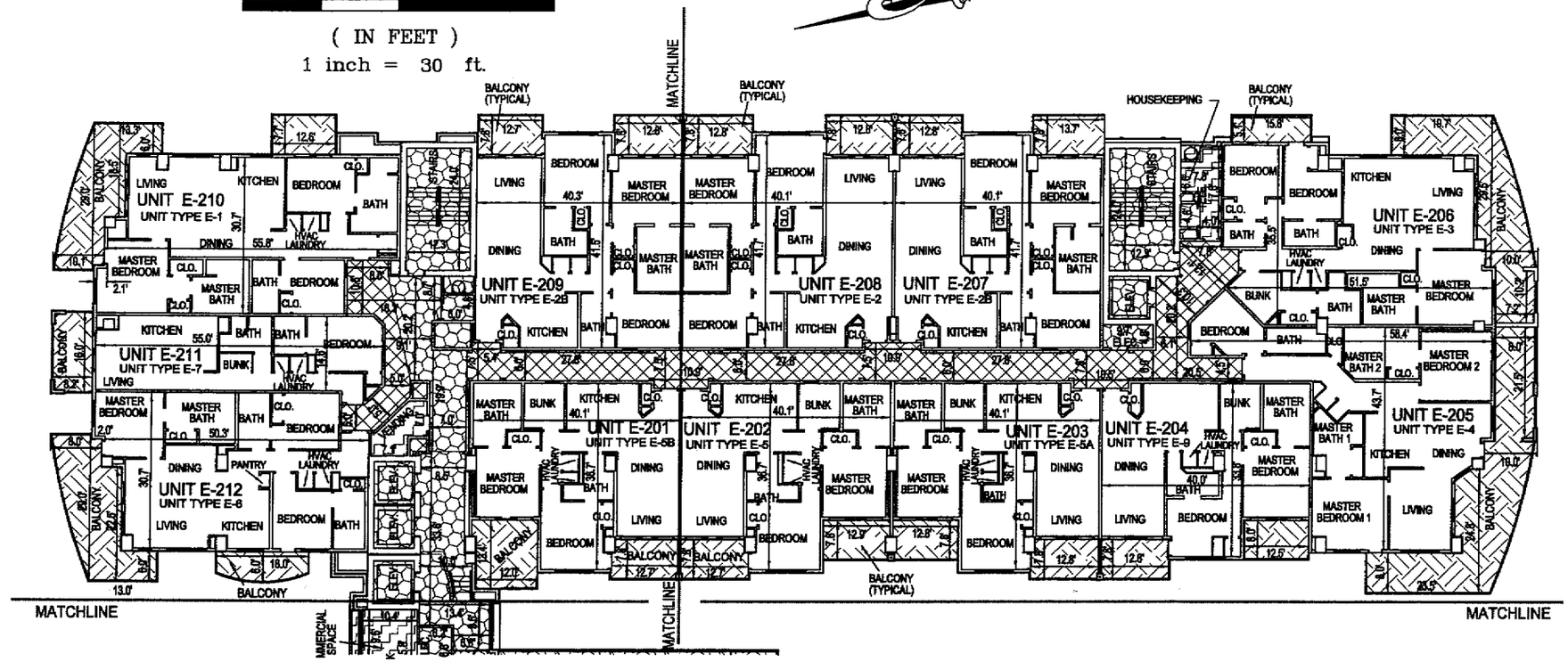
EMERALD GRANDE TOWERS
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 15 30 60

(IN FEET)

1 inch = 30 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 7
TOWER PLAN LEVEL 2 (EAST DETAIL)

FINISHED FLOOR ELEVATION = 73.00'

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

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BK: 2784 PG: 1287

EMERALD GRANDE TOWERS

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

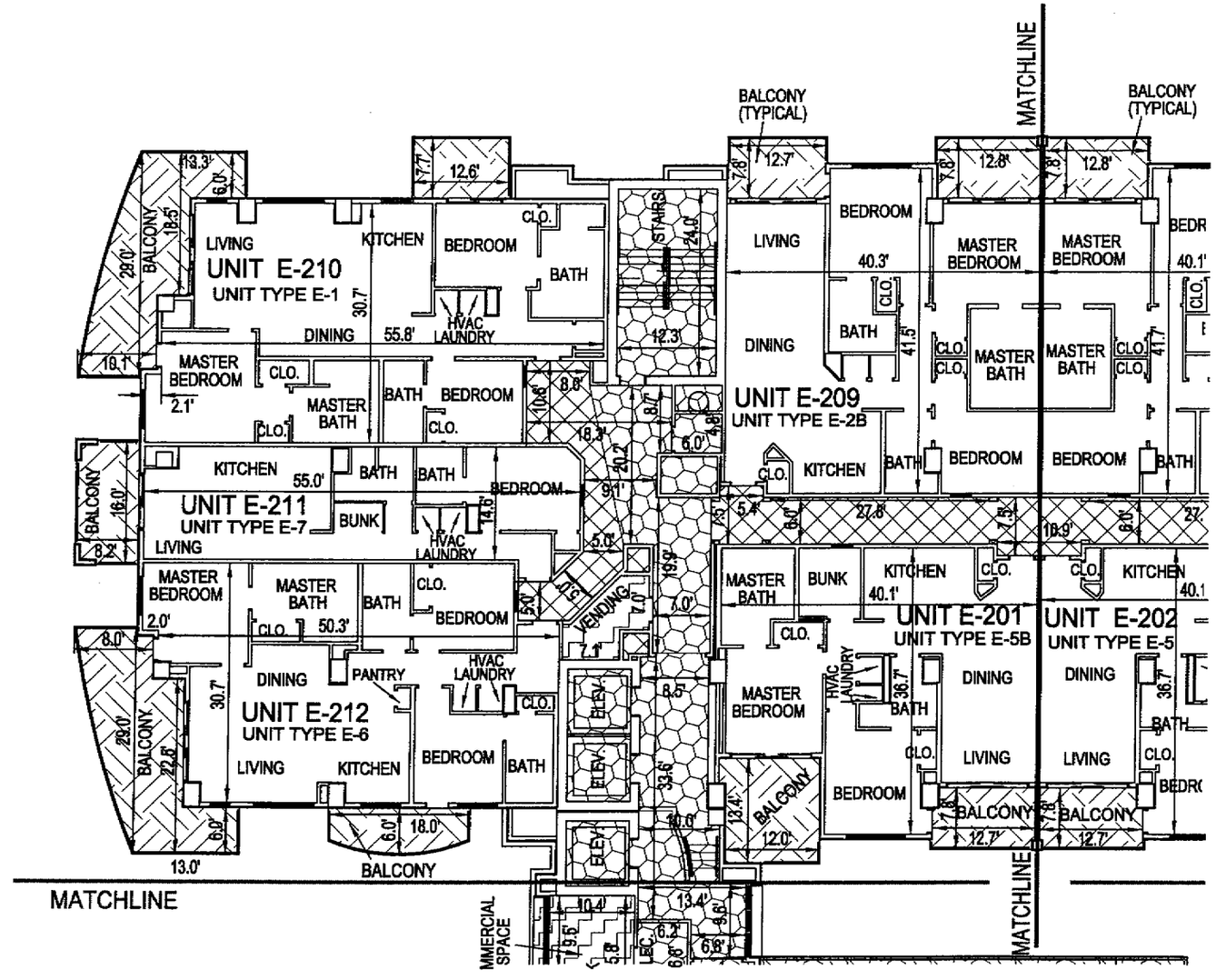
GRAPHIC SCALE

0 10 20 40

(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±

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

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BK: 2784 PG: 1288

EMERALD GRANDE TOWERS

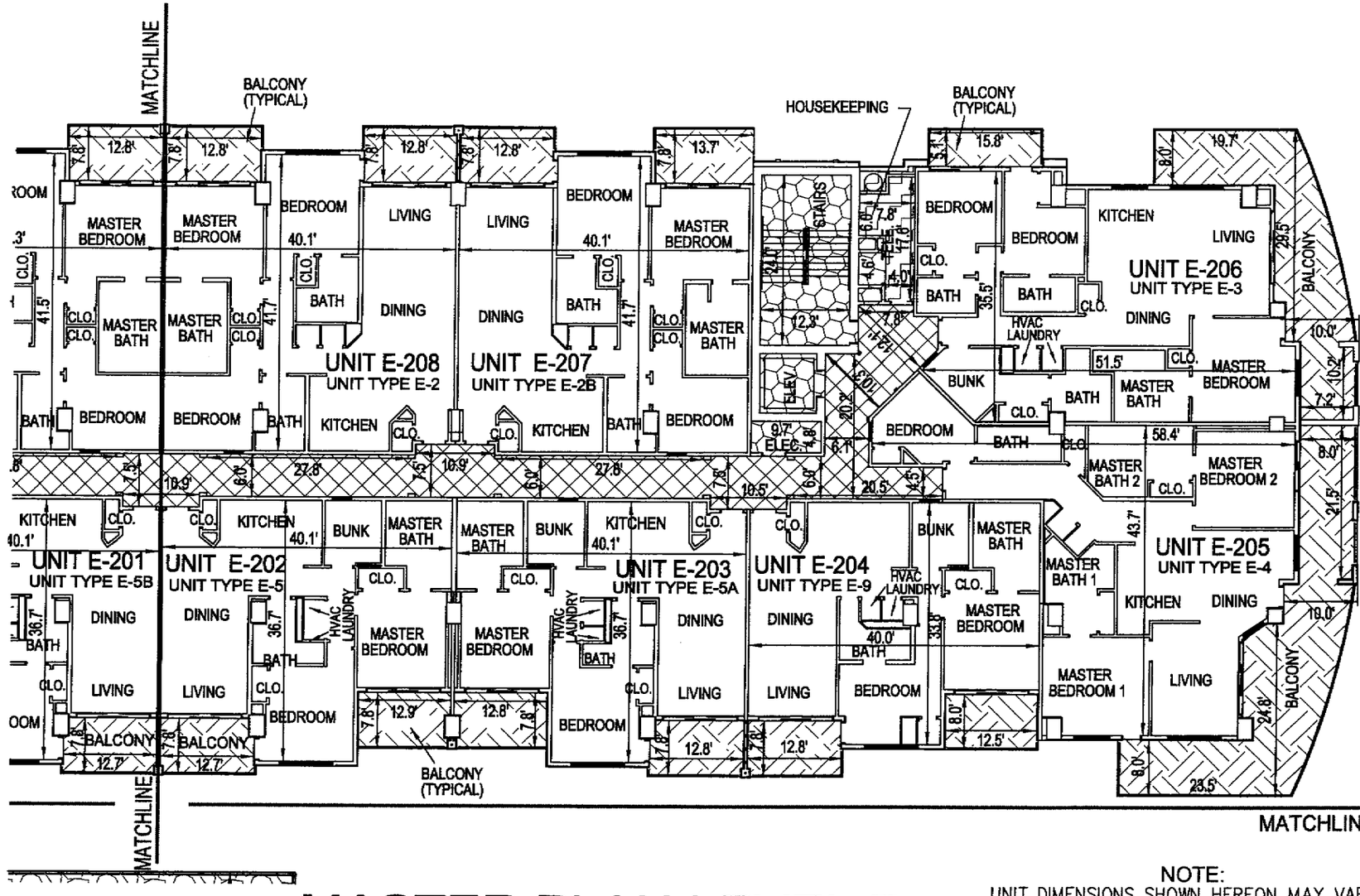
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 10 20 40

(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 7

TOWER PLAN LEVEL 2 (EAST DETAIL)

FINISHED FLOOR ELEVATION = 73.00'

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

EMERALD GRANDE TOWERS
SHEET 32 OF 117

G:\PLAT\01\01-254 EMERALD GRANDE\05-08-07\EMERALD GRANDE TOWERS.dwg 5/15/2007 5:53:31 AM Mike

BK: 2784 PG: 1289

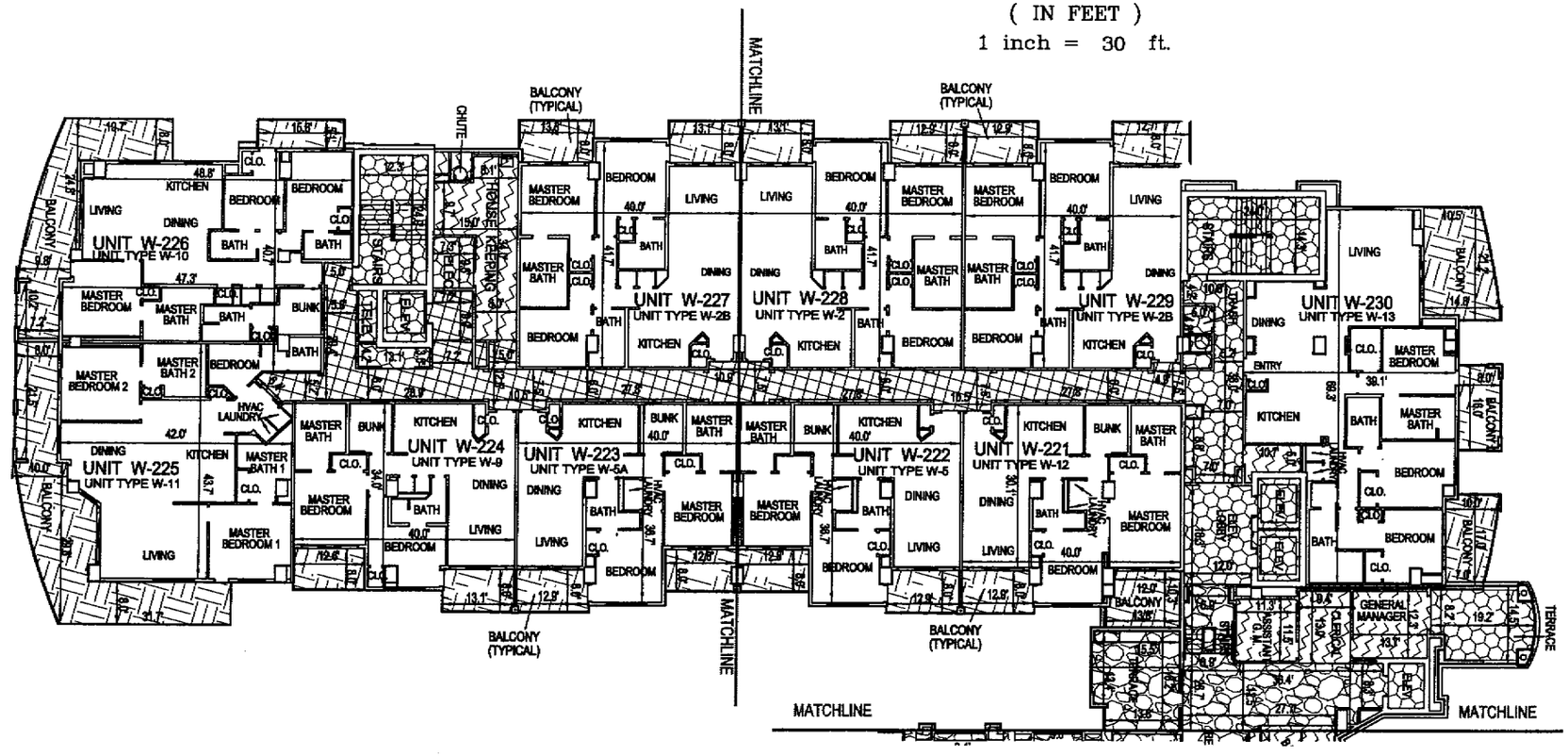
EMERALD GRANDE TOWERS
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 15 30 60

(IN FEET)

1 inch = 30 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 7
TOWER PLAN LEVEL 2 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 73.00'

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

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BK: 2784 PG: 1290

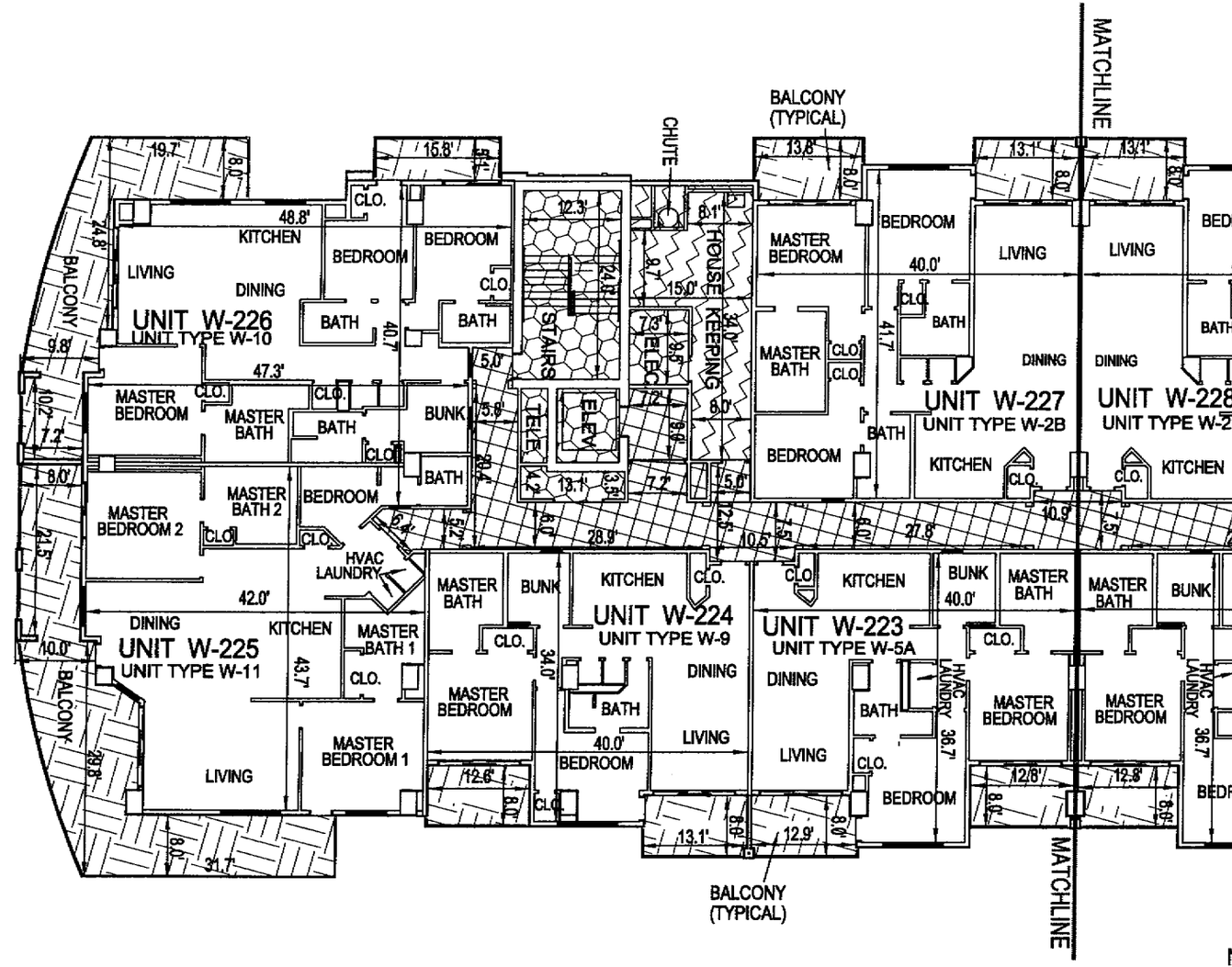
EMERALD GRANDE TOWERS

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

GRAPHIC SCALE

0 10 20 40

(IN FEET)
1 inch = 20 ft.



NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

LEGEND:

ELEV. = ELEVATOR

= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

= BUILDING SERVICE PARCEL

= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT

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

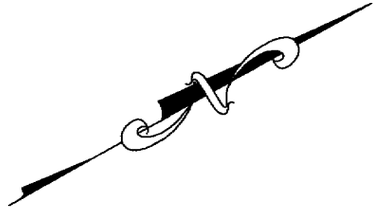
FINISHED FLOOR ELEVATION = 73.00'

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

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BK: 2784 PG: 1291

EMERALD GRANDE TOWERS

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

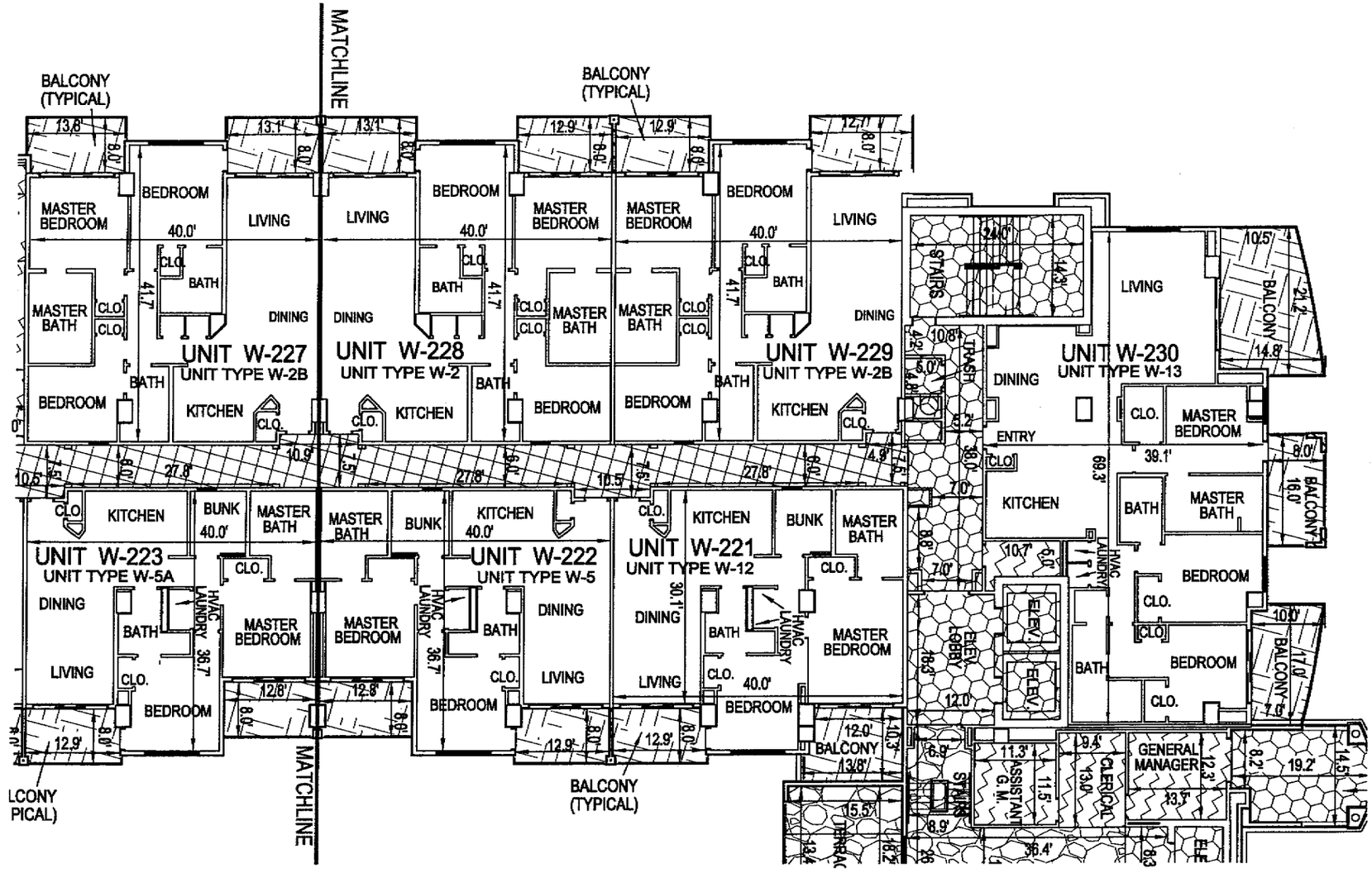


GRAPHIC SCALE

0 10 20 40

(IN FEET)

1 inch = 20 ft.



LEGEND:

ELEV. = ELEVATOR

= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

= BUILDING SERVICE PARCEL

= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT

MASTER PLAN LEVEL 7

TOWER PLAN LEVEL 2 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 73.00'

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTARR DRIVE
DESTIN, FLORIDA 32541
PROJECT:
FILE: G:/PLAT/EGT-1.DWG

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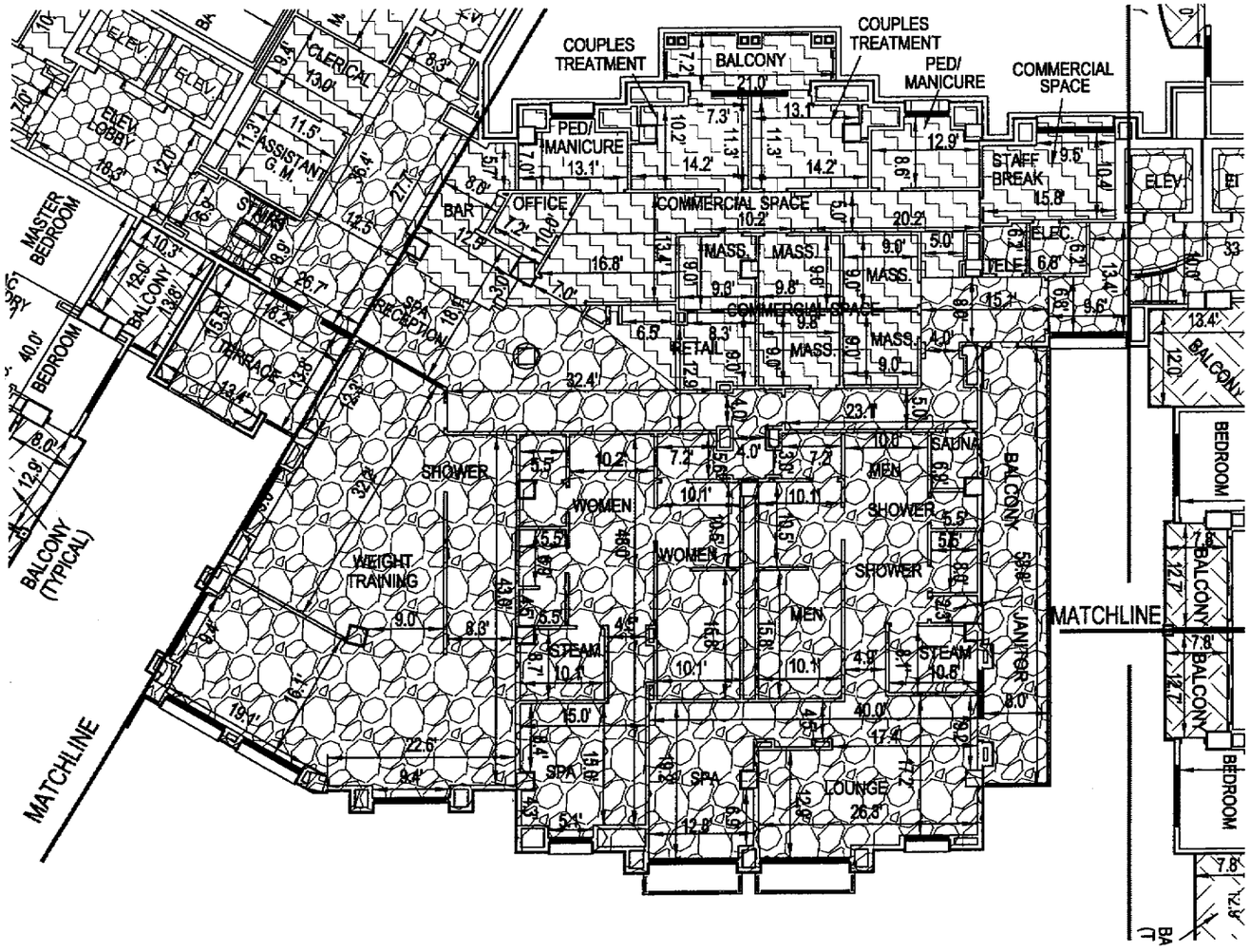
EMERALD GRANDE TOWERS
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 10 20 40

(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 GULFSTARR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:/PLAT/EMERALD_GRANDE_TOWERS_CONDOMINIUM\01-254CO.DWG

MASTER PLAN LEVEL 7
TOWER PLAN LEVEL 2

FINISHED FLOOR ELEVATION = 73.00'

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

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EMERALD GRANDE TOWERS
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

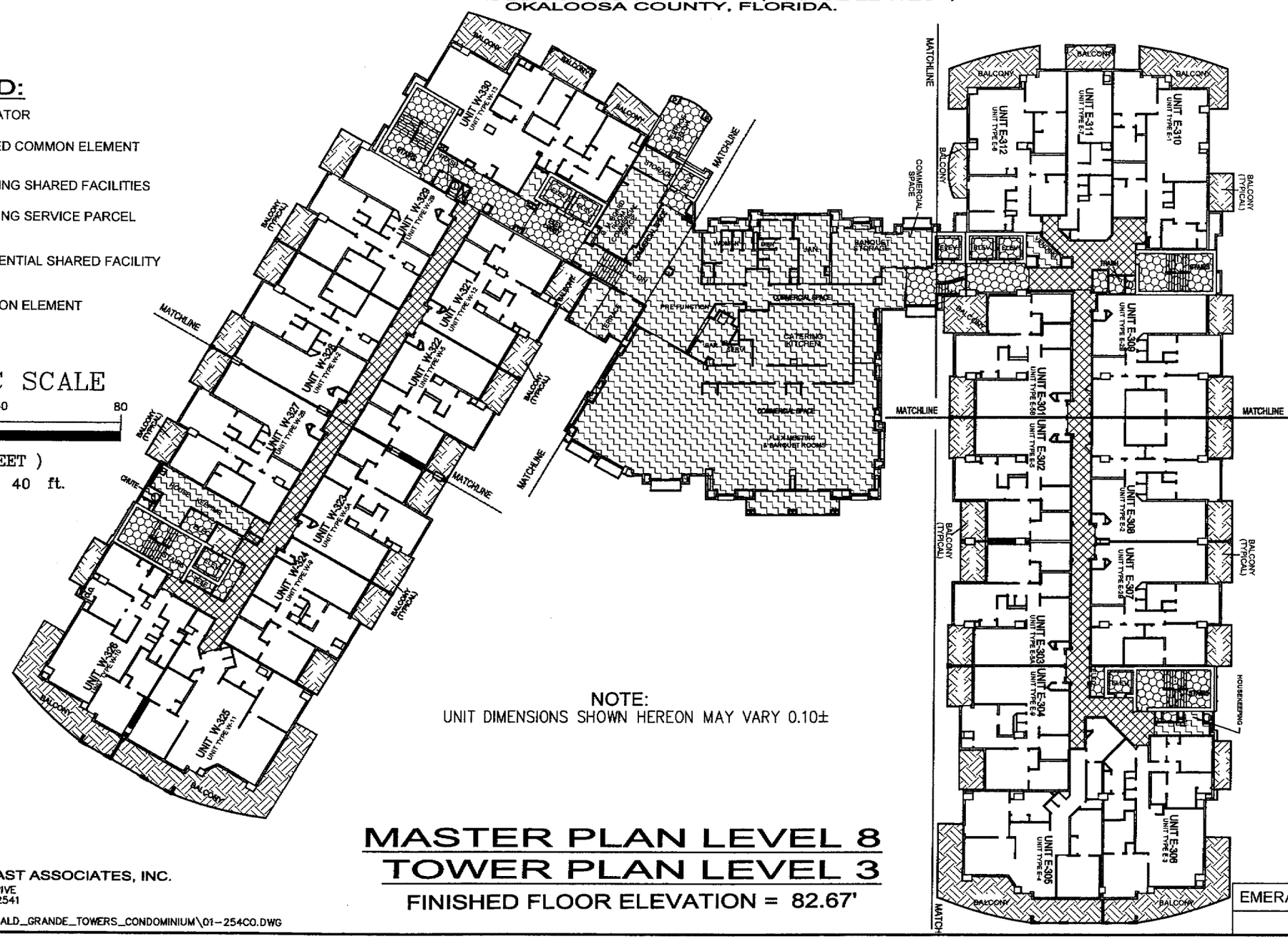
= COMMON ELEMENT

GRAPHIC SCALE

0 20 40 80

(IN FEET)

1 inch = 40 ft.



NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

MASTER PLAN LEVEL 8
TOWER PLAN LEVEL 3
FINISHED FLOOR ELEVATION = 82.67'

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

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BK: 2784 PG: 1294

EMERALD GRANDE TOWERS

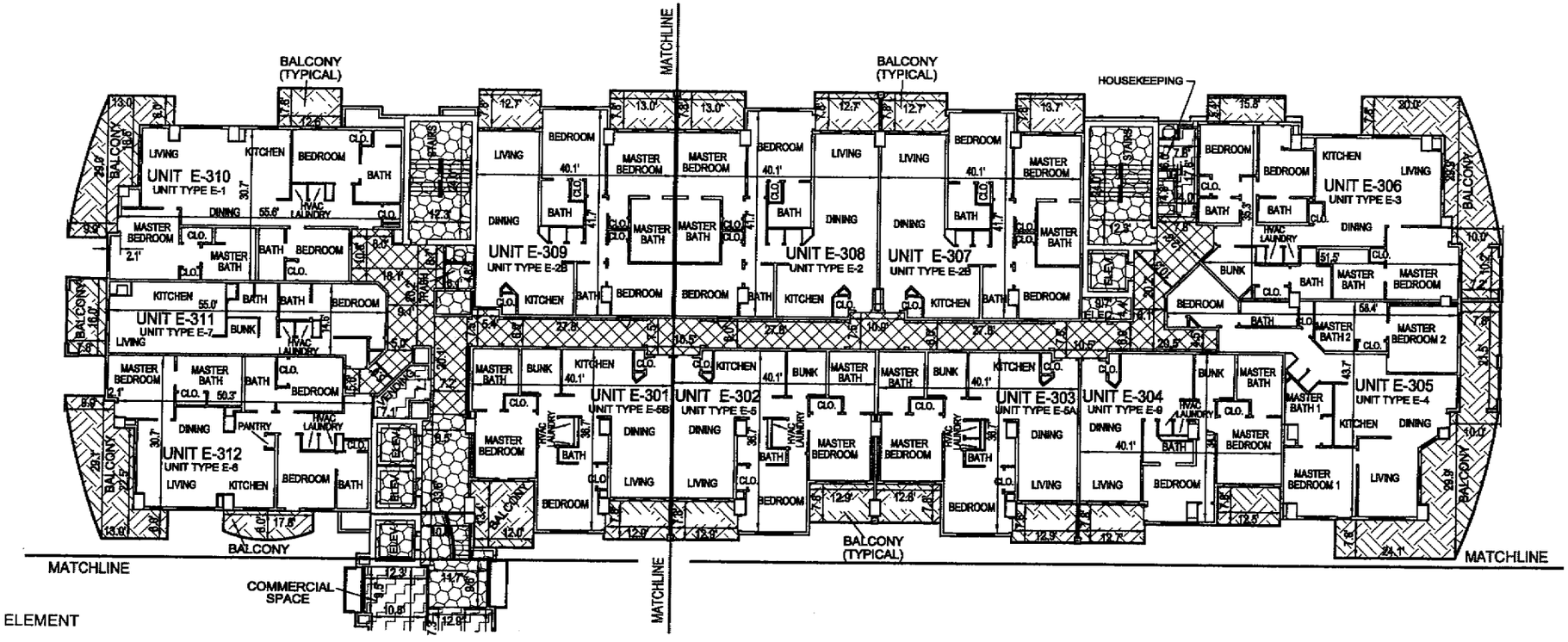
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 15 30 60

(IN FEET)

1 inch = 30 ft.



LEGEND:

ELEV. = ELEVATOR

= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

= BUILDING SERVICE PARCEL

= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT

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

FINISHED FLOOR ELEVATION = 82.67'

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

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

G:\PLAT\01\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRANDE_TOWERS.dwg, 5/15/2007 5:54:00 AM, Mike

BK: 2784 PG: 1295

EMERALD GRANDE TOWERS

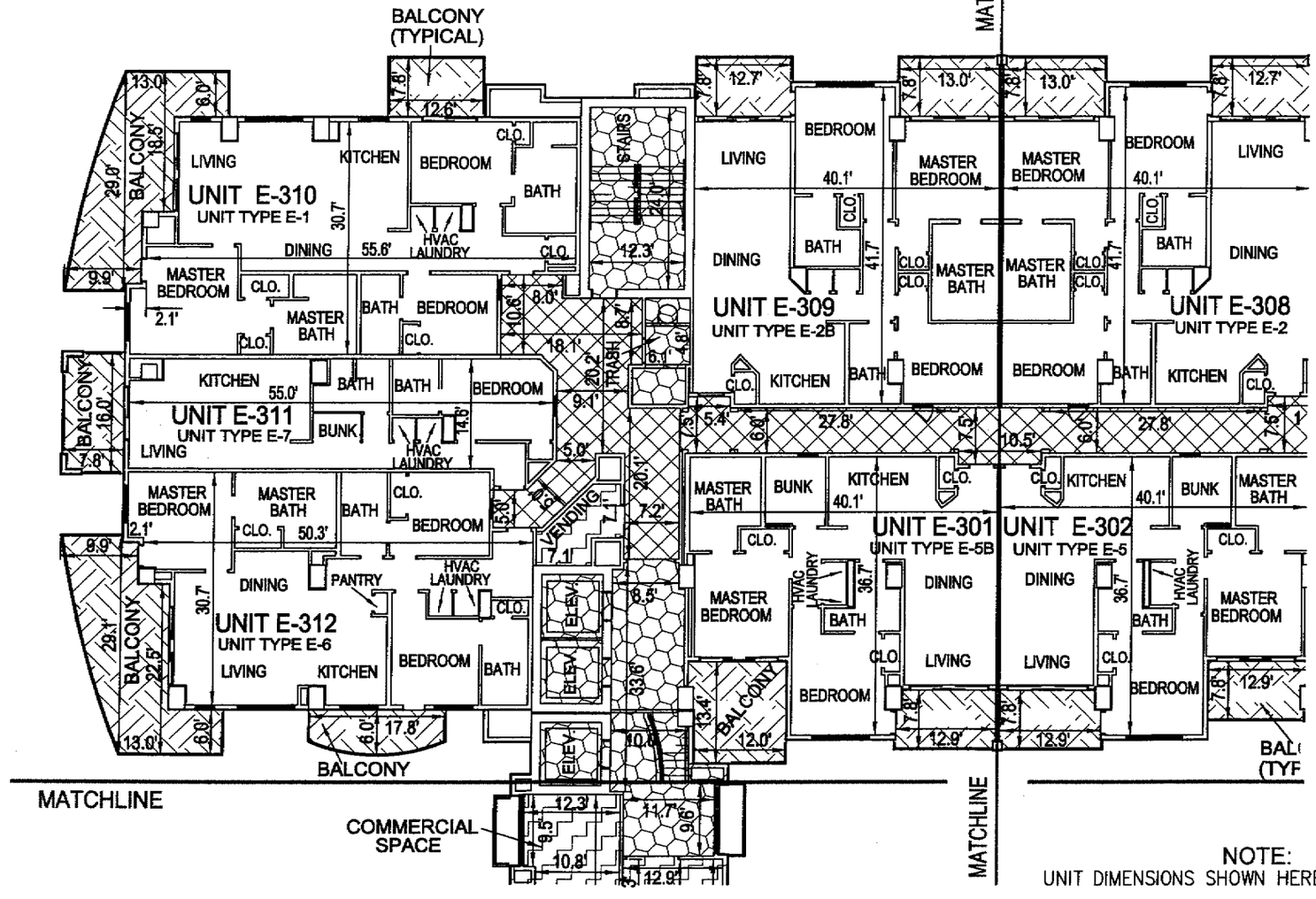
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 10 20 40

(IN FEET)

1 inch = 20 ft.



NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

LEGEND:

ELEV. = ELEVATOR

= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

= BUILDING SERVICE PARCEL

= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT

MASTER PLAN LEVEL 8

TOWER PLAN LEVEL 3 (EAST DETAIL)

FINISHED FLOOR ELEVATION = 82.67'

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

EMERALD GRANDE TOWERS
SHEET 39 OF 117

G:\PLAT\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRANDE_TOWERS.dwg 5/15/2007 5:54:05 AM Mike
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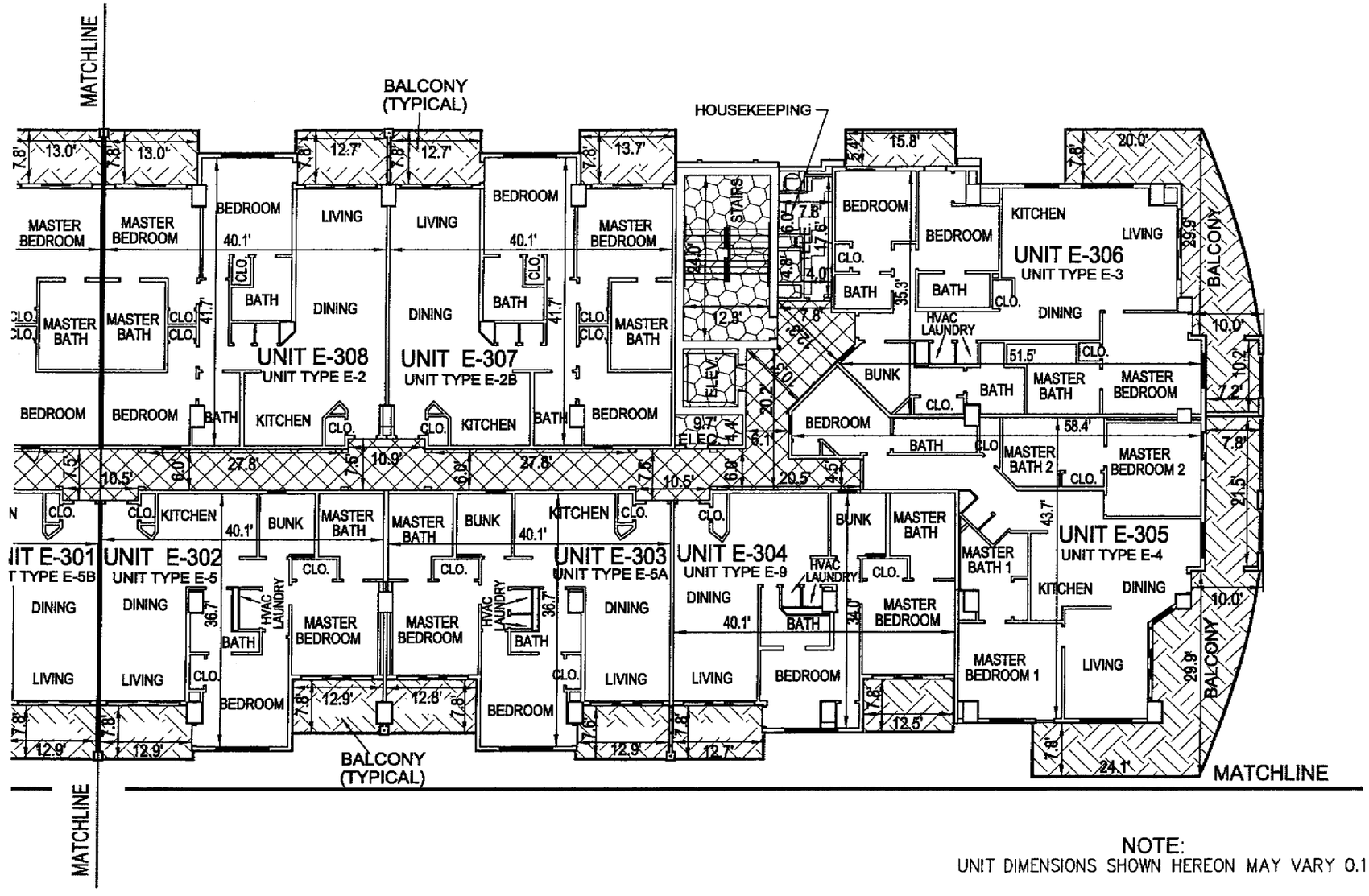
EMERALD GRANDE TOWERS

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

GRAPHIC SCALE

0 10 20 40

(IN FEET)
1 inch = 20 ft.



NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

LEGEND:

ELEV. = ELEVATOR

= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

= BUILDING SERVICE PARCEL

= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT

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

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

FINISHED FLOOR ELEVATION = 82.67'

EMERALD GRANDE TOWERS
SHEET 40 OF 117

G:\PLAT\01101-254 EMERALD GRANDE\05-08-07\EMERALD GRANDE TOWERS.dwg 5/15/2007 5:54:09 AM Mike

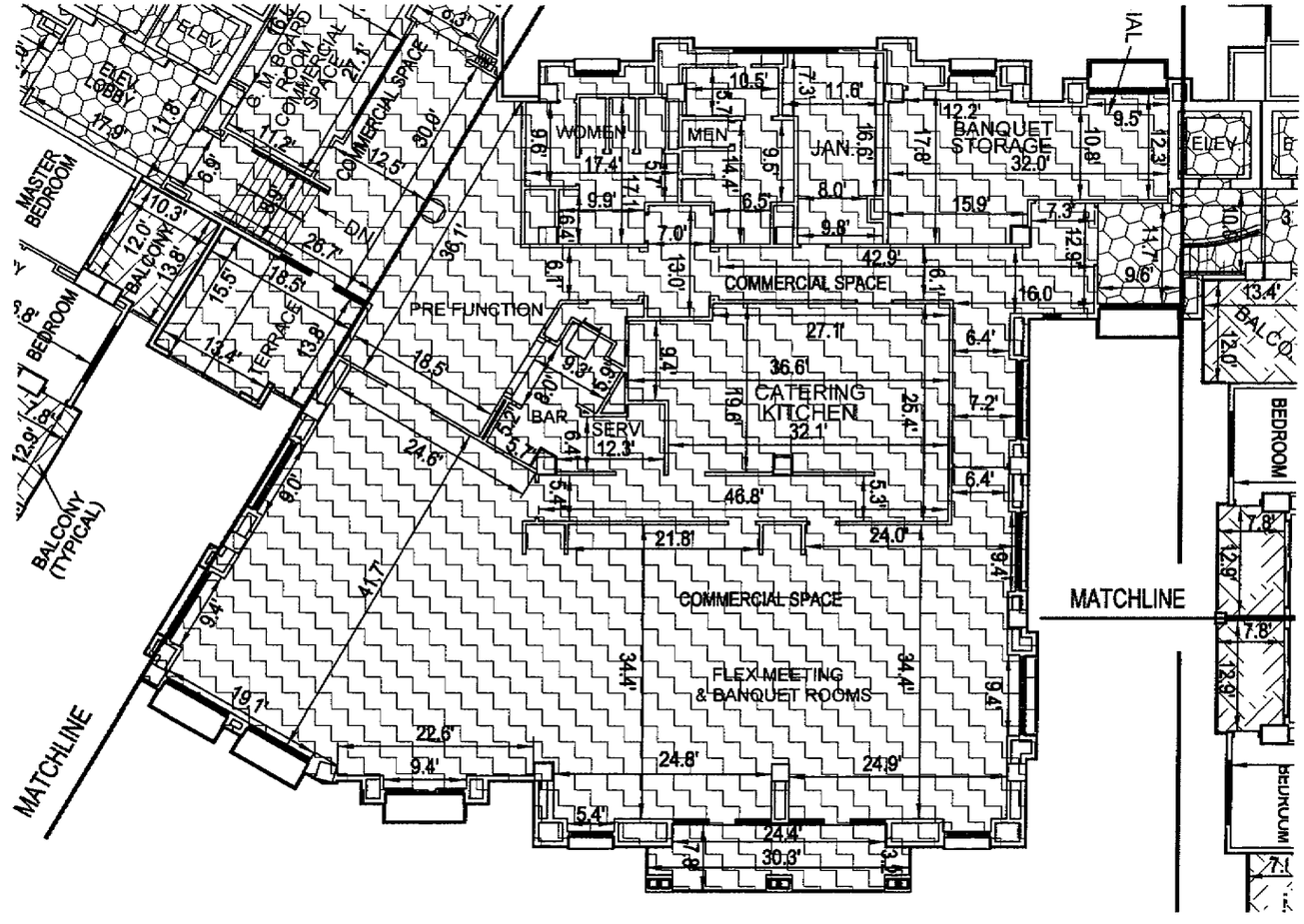
EMERALD GRANDE TOWERS
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 10 20 40

(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 GULFSTARR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:/PLAT/EMERALD_GRANDE_TOWERS_CONDOMINIUM\01-254CO.DWG

MASTER PLAN LEVEL 8
TOWER PLAN LEVEL 3
FINISHED FLOOR ELEVATION = 82.67'

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

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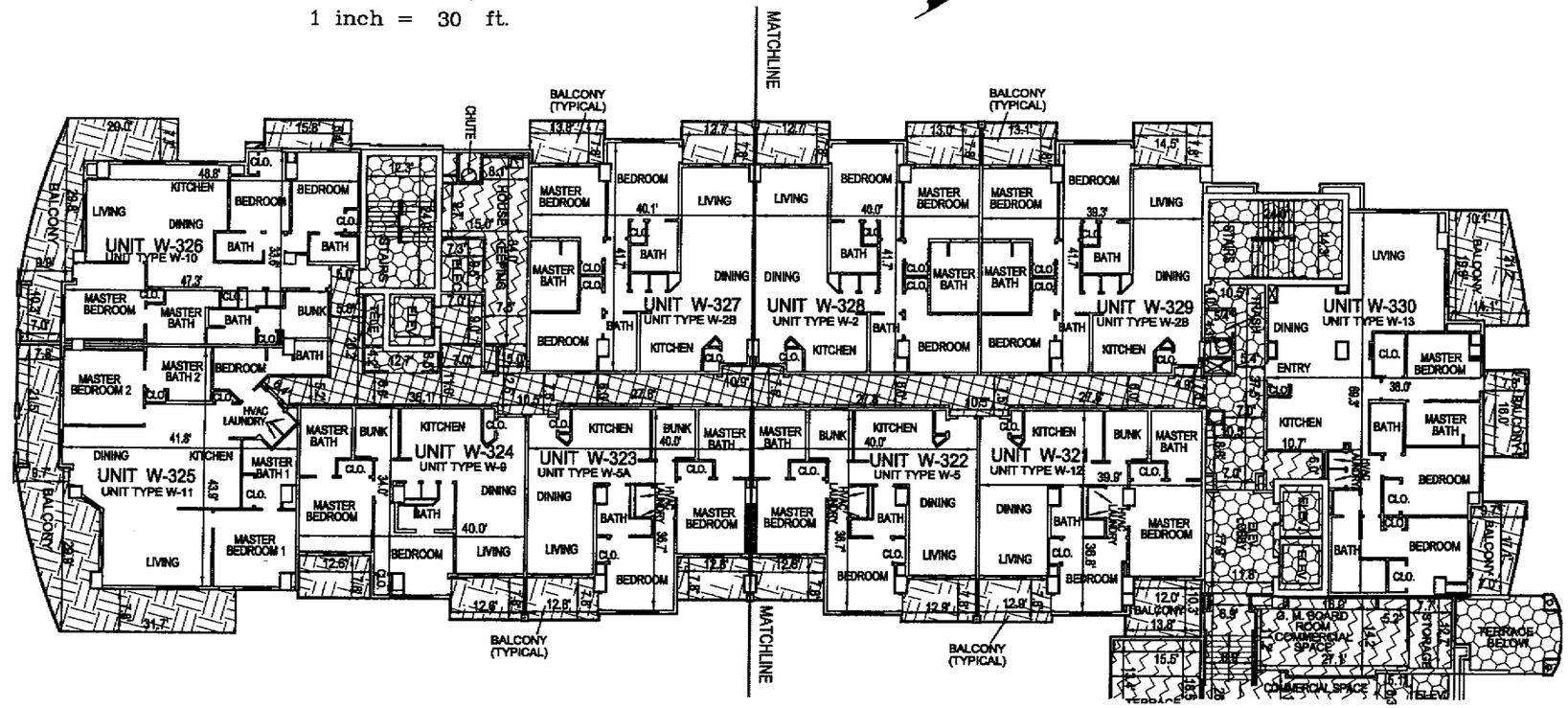
EMERALD GRANDE TOWERS
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 15 30 60

(IN FEET)

1 inch = 30 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 8
TOWER PLAN LEVEL 3 (WEST DETAIL)
FINISHED FLOOR ELEVATION = 82.67'

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

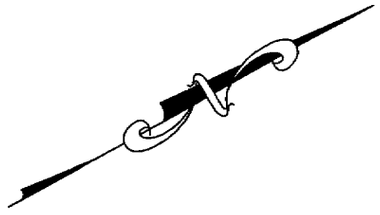
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EMERALD GRANDE TOWERS
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 10 20 40

(IN FEET)
1 inch = 20 ft.



LEGEND:

ELEV. = ELEVATOR

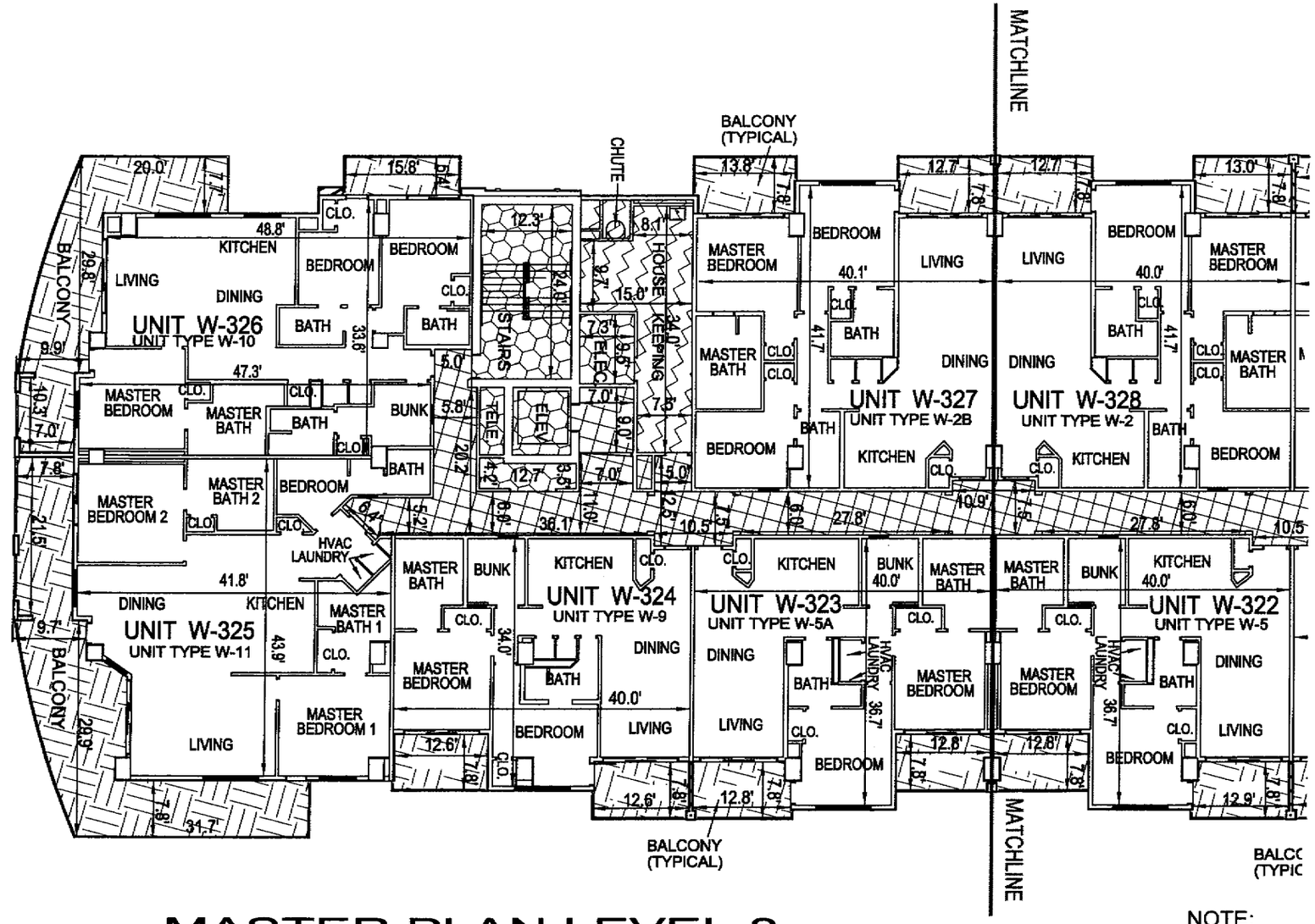
= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

= BUILDING SERVICE PARCEL

= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT



MASTER PLAN LEVEL 8
TOWER PLAN LEVEL 3 (WEST DETAIL)
FINISHED FLOOR ELEVATION = 82.67'

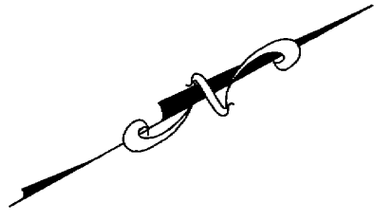
NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

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

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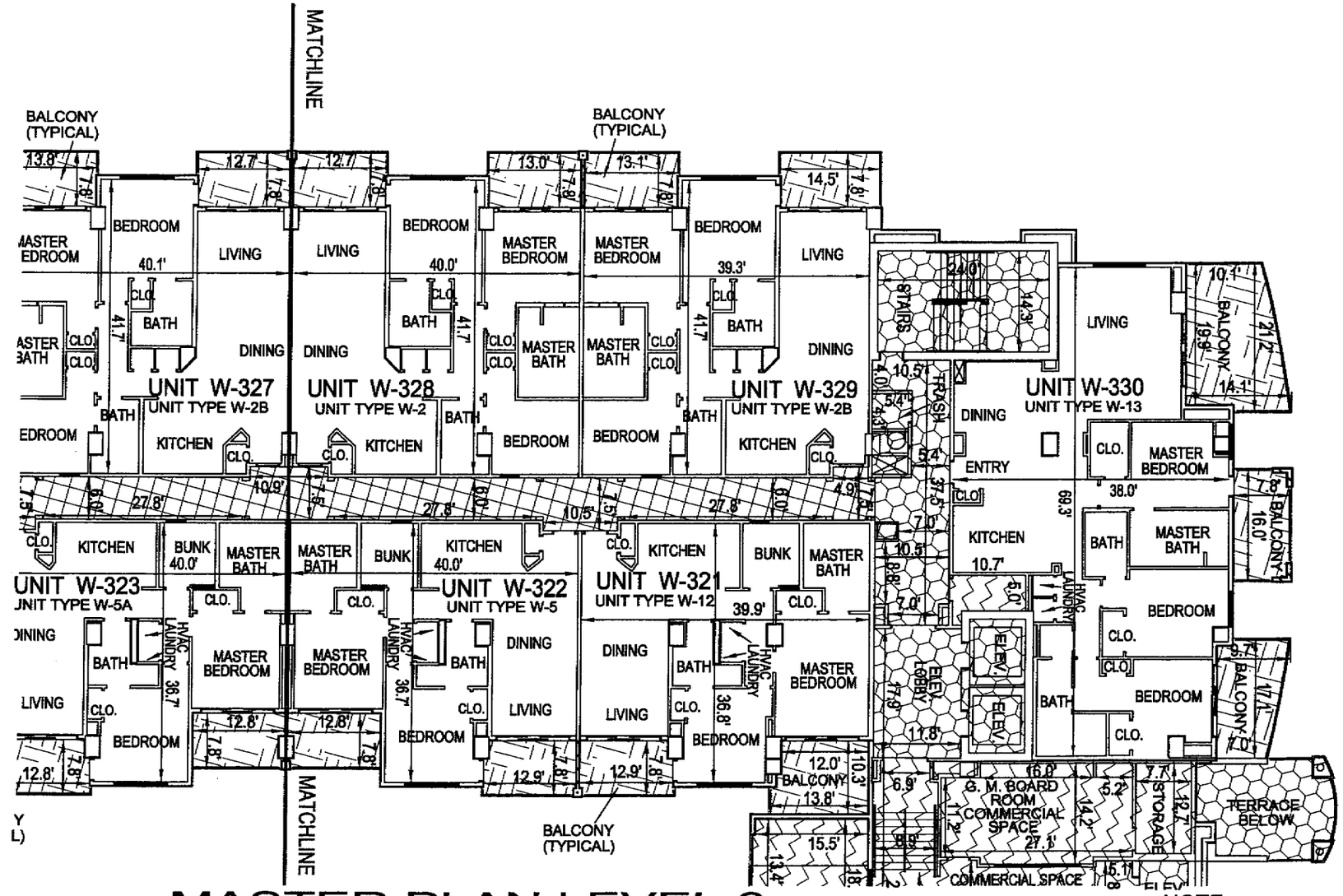
EMERALD GRANDE TOWERS
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE
0 10 20 40
(IN FEET)
1 inch = 20 ft.



LEGEND:

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



MASTER PLAN LEVEL 8
TOWER PLAN LEVEL 3 (WEST DETAIL)
FINISHED FLOOR ELEVATION = 82.67'

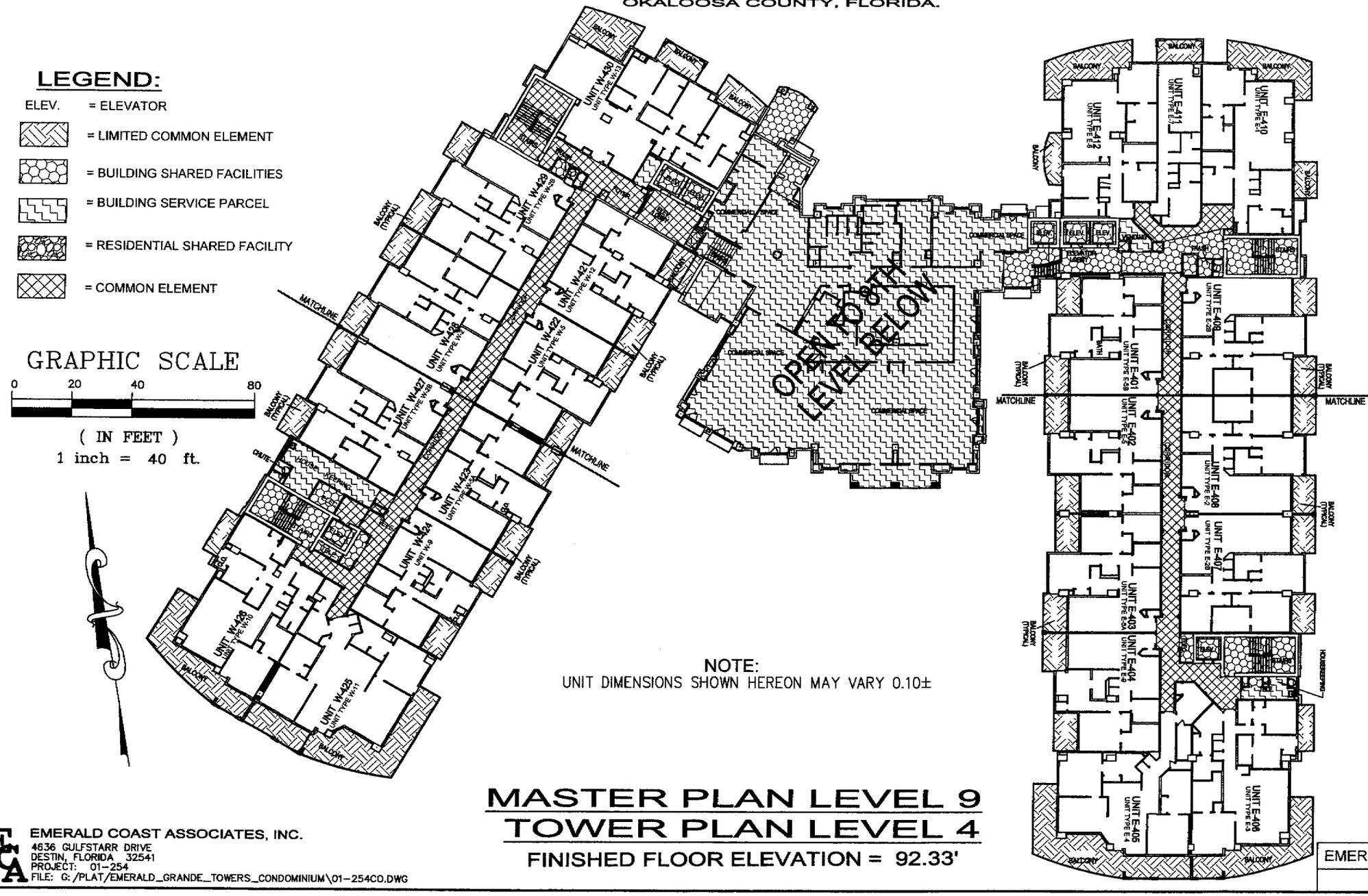
NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

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

EMERALD GRANDE TOWERS
SHEET 44 OF 117

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



NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

MASTER PLAN LEVEL 9
TOWER PLAN LEVEL 4
FINISHED FLOOR ELEVATION = 92.33'

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

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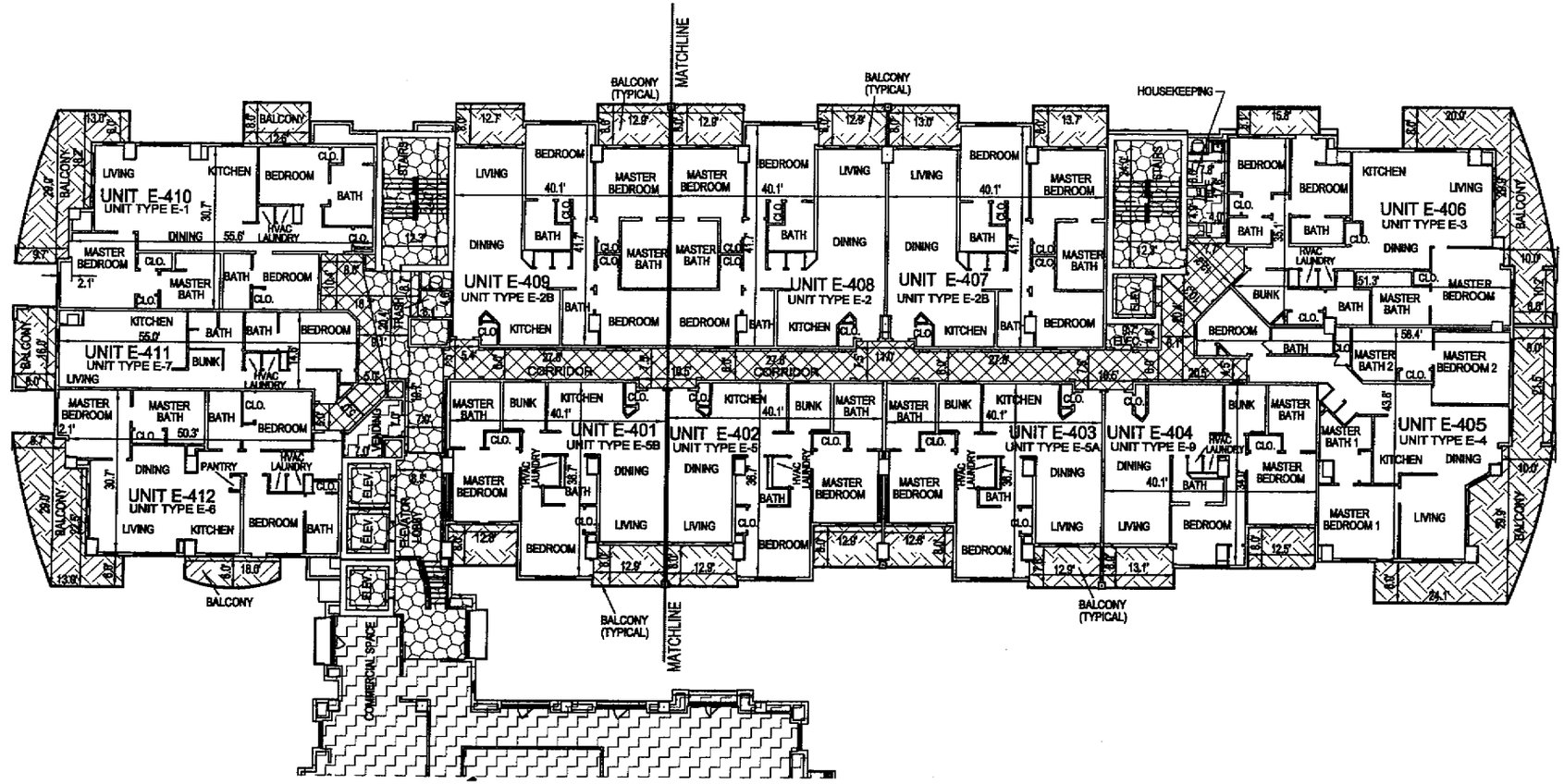
EMERALD GRANDE TOWERS
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 15 30 60

(IN FEET)

1 inch = 30 ft.



LEGEND:

ELEV. = ELEVATOR

= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

= BUILDING SERVICE PARCEL

= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT

MASTER PLAN LEVEL 9
TOWER PLAN LEVEL 4 (EAST DETAIL)
FINISHED FLOOR ELEVATION = 92.33 '

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

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

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EMERALD GRANDE TOWERS

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

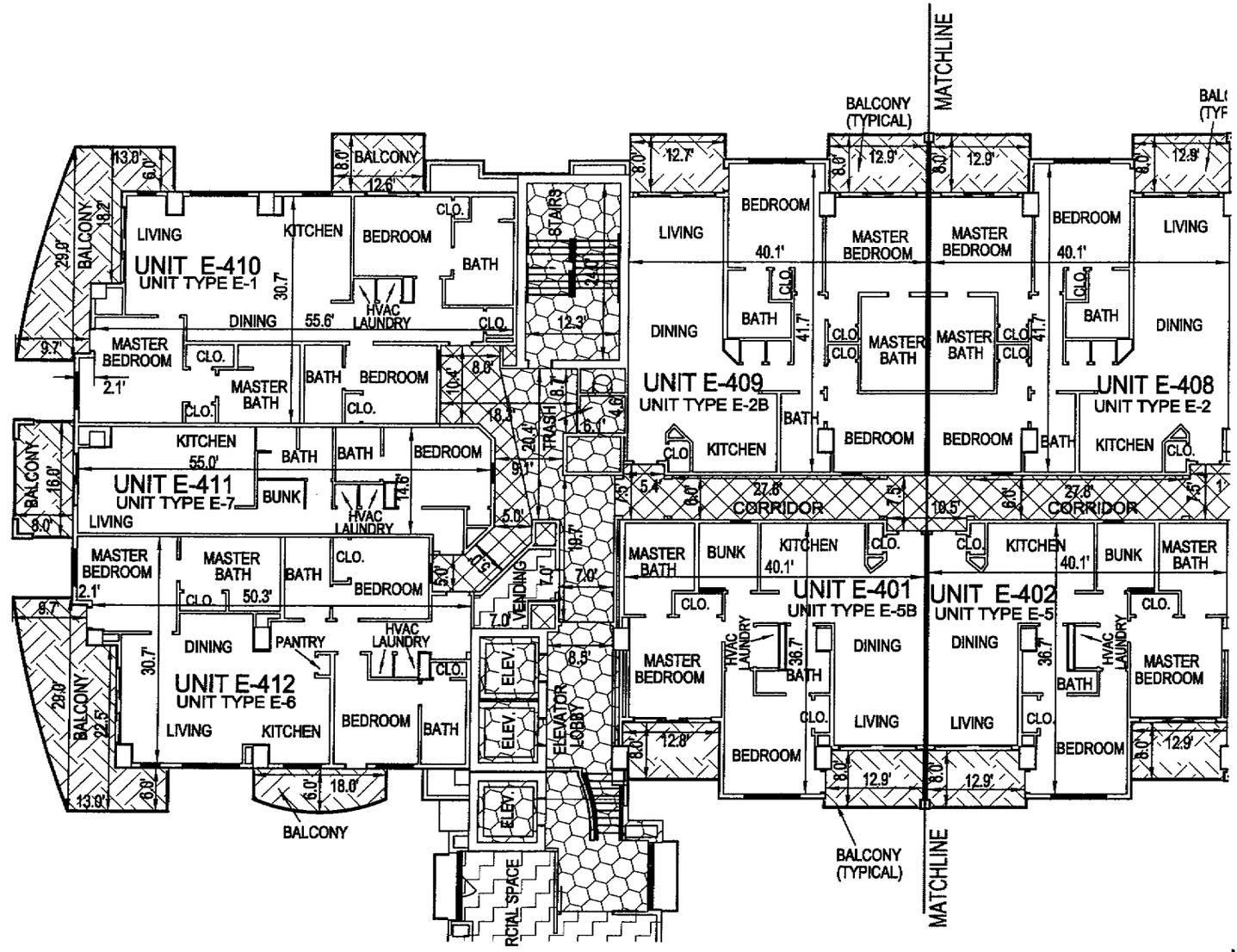
GRAPHIC SCALE

0 10 20 40

(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 9
TOWER PLAN LEVEL 4 (EAST DETAIL)

FINISHED FLOOR ELEVATION = 92.33 '

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

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EMERALD GRANDE TOWERS

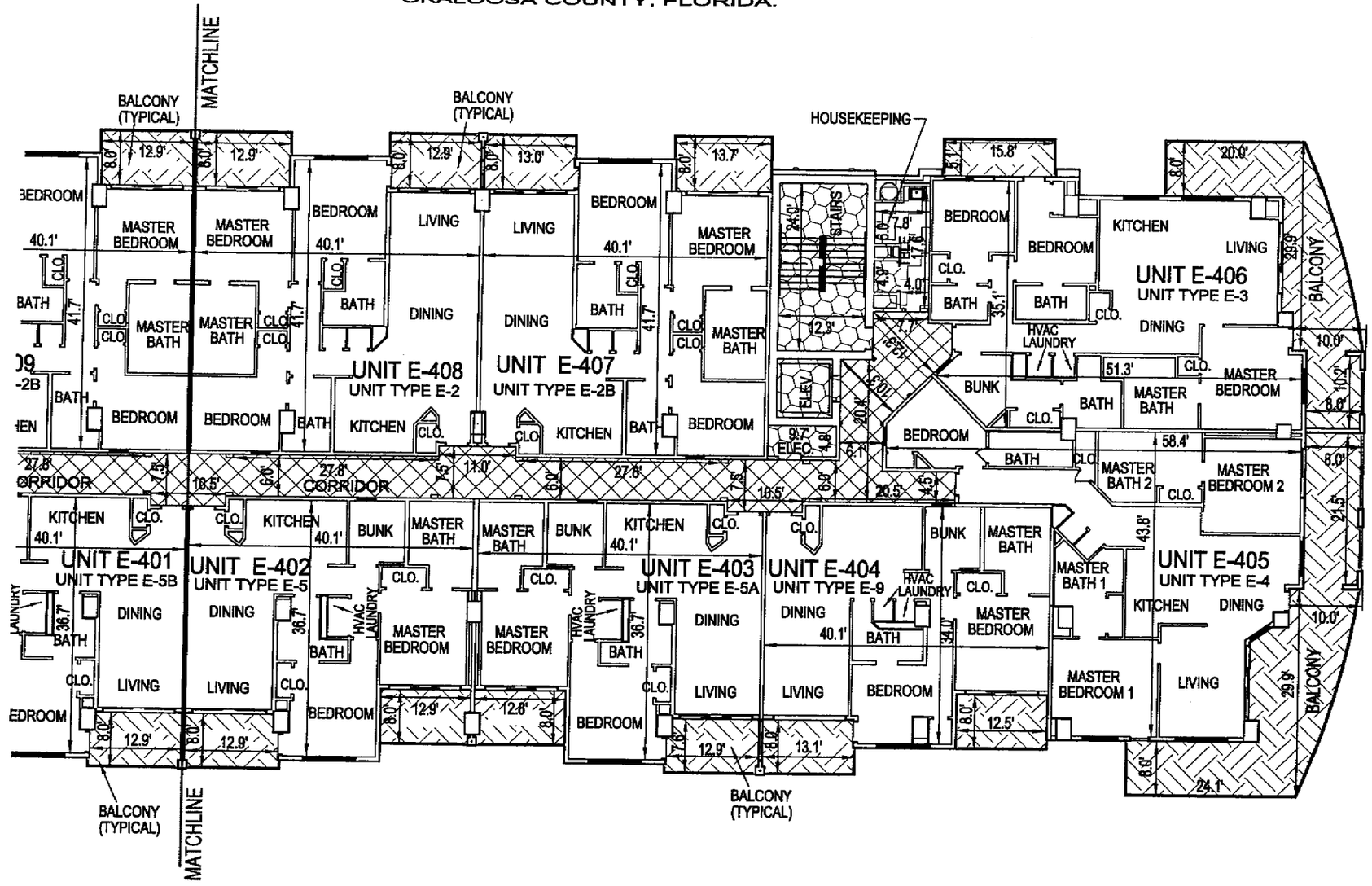
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 10 20 40

(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 9
TOWER PLAN LEVEL 4 (EAST DETAIL)

FINISHED FLOOR ELEVATION = 92.33 '

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

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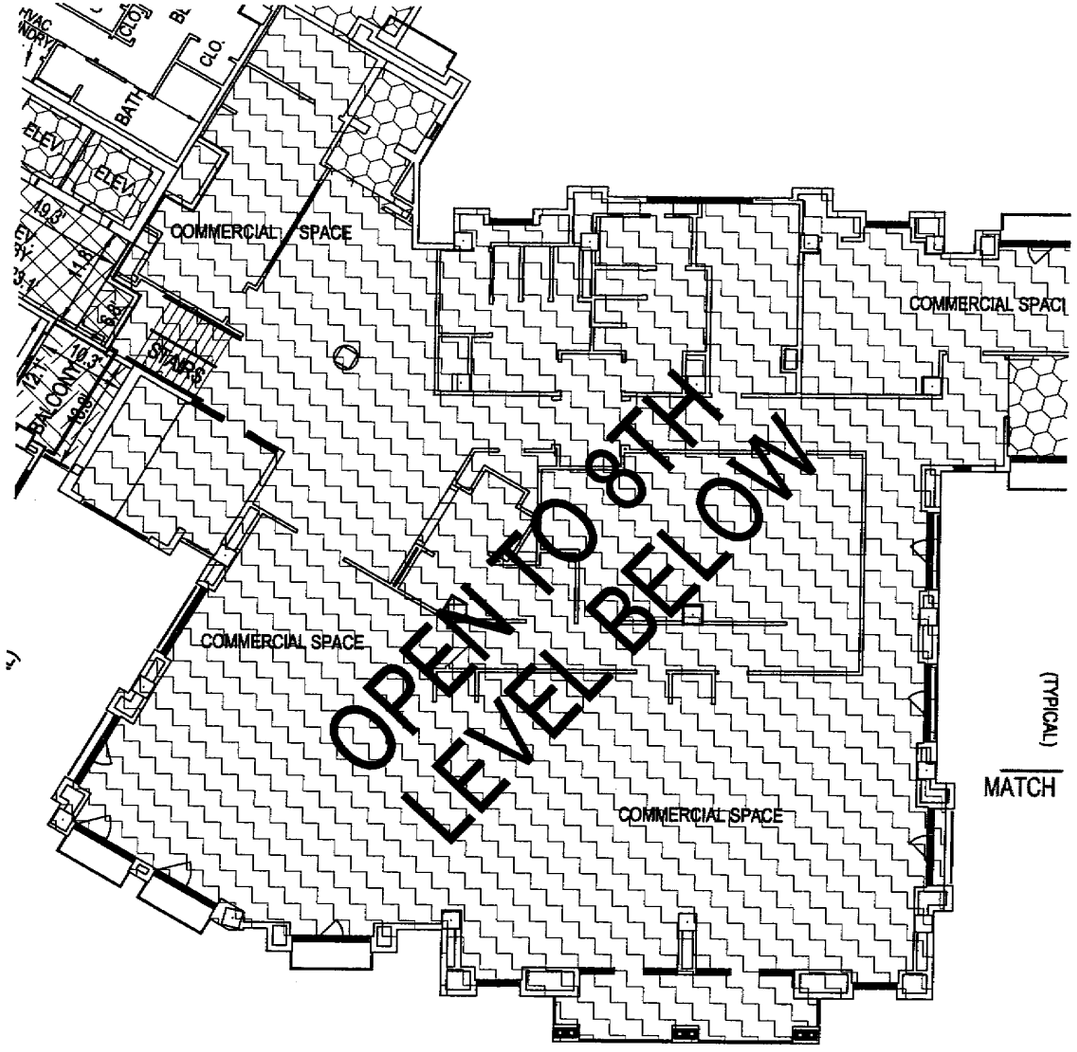
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EMERALD GRANDE TOWERS
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 10 20 40

(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 9
TOWER PLAN LEVEL 4
FINISHED FLOOR ELEVATION = 92.33 '

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

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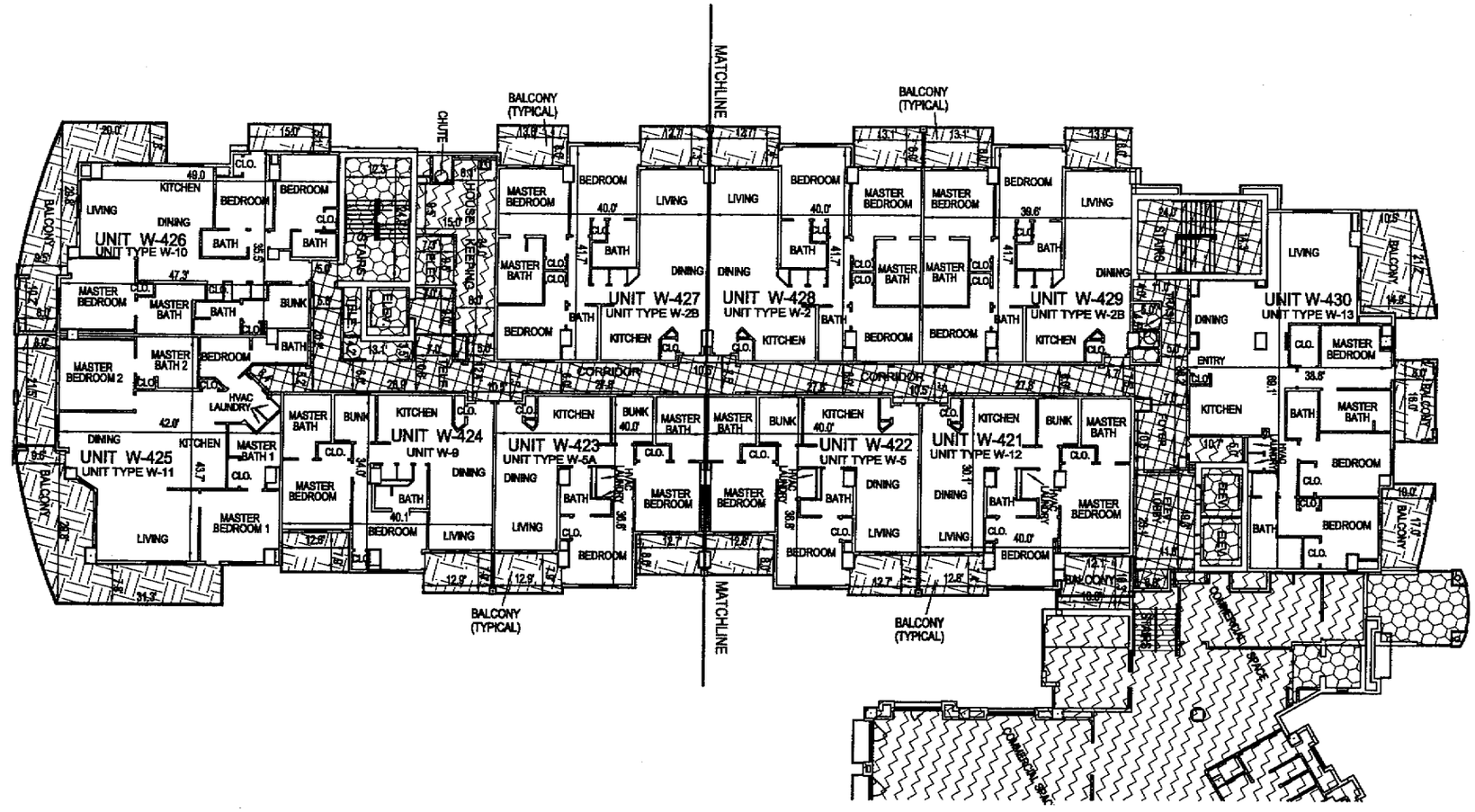
EMERALD GRANDE TOWERS
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 15 30 60

(IN FEET)

1 inch = 30 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 9
TOWER PLAN LEVEL 4 (WEST DETAIL)
FINISHED FLOOR ELEVATION = 92.33 '

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

EMERALD GRANDE TOWERS
SHEET 50 OF 117

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EMERALD GRANDE TOWERS

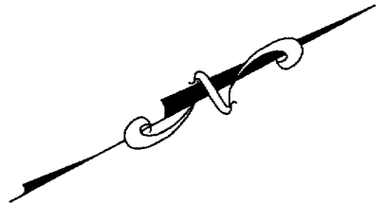
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OKALOOSA COUNTY, FLORIDA.

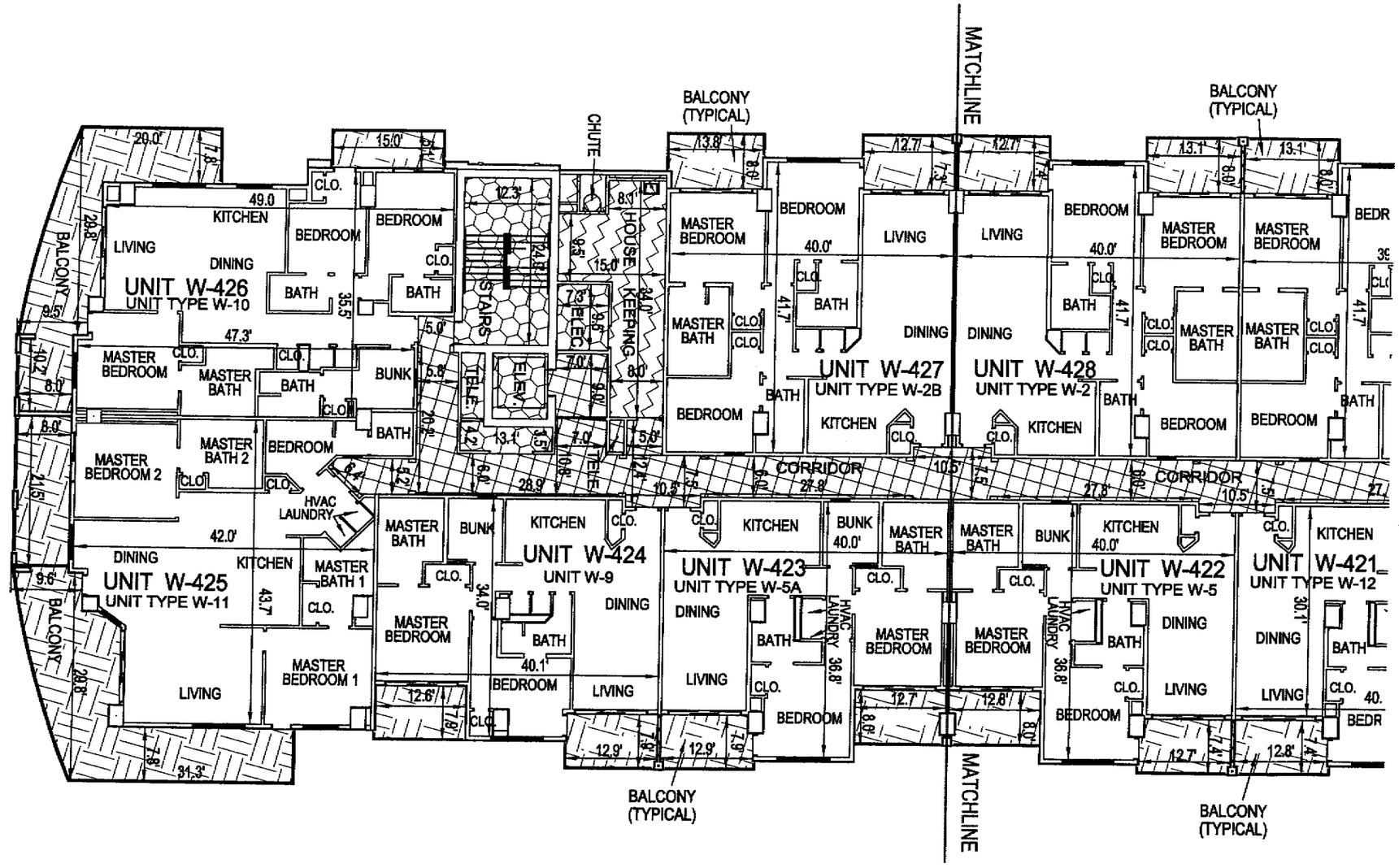
GRAPHIC SCALE

0 10 20 40

(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±

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

MASTER PLAN LEVEL 9
TOWER PLAN LEVEL 4 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 92.33'

EMERALD GRANDE TOWERS
SHEET 51 OF 117

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EMERALD GRANDE TOWERS

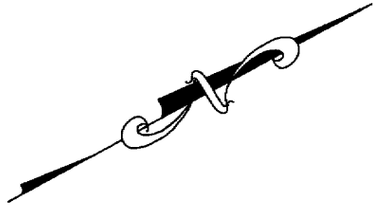
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OKALOOSA COUNTY, FLORIDA.

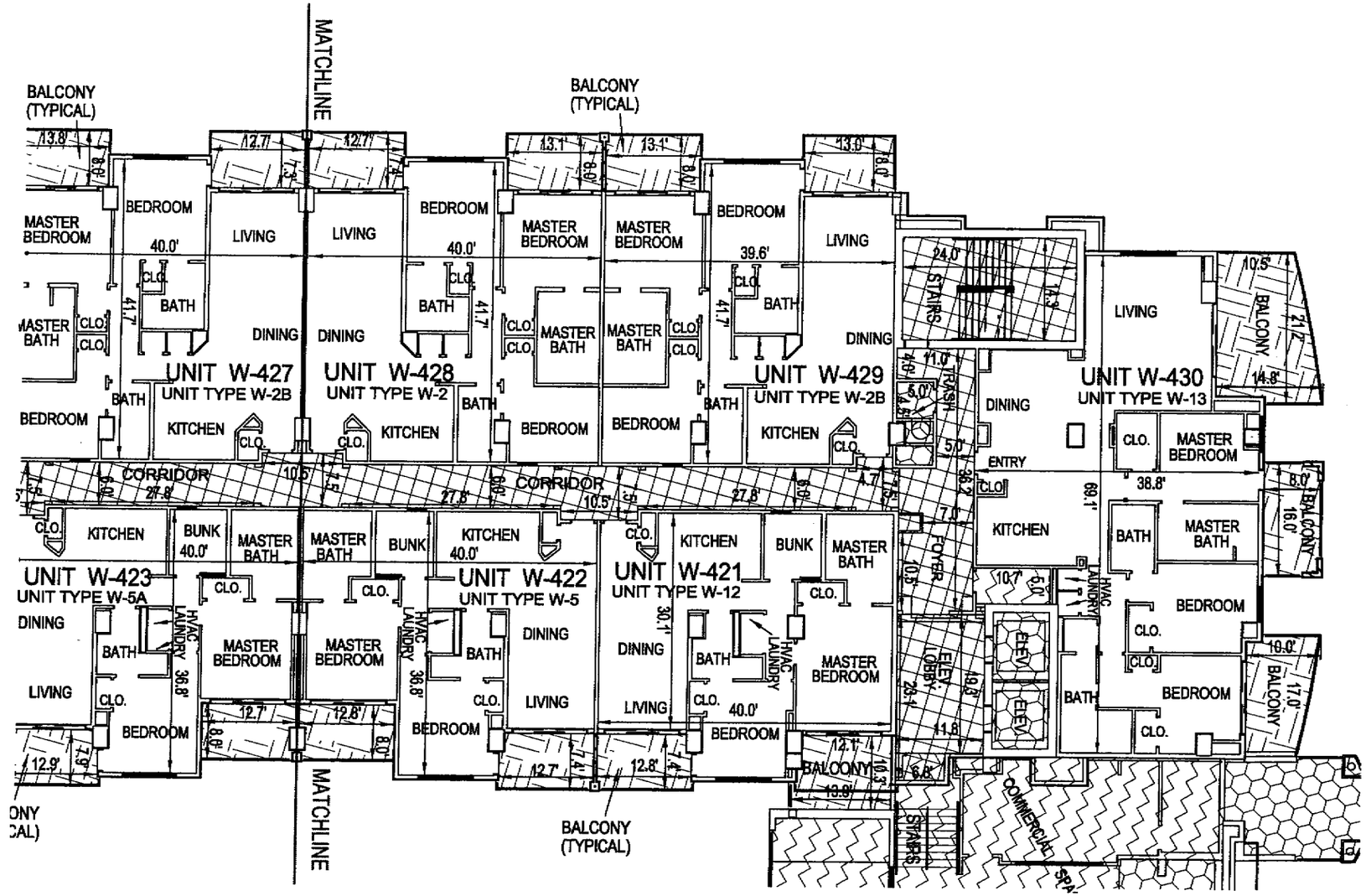
GRAPHIC SCALE

0 10 20 40

(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 9
TOWER PLAN LEVEL 4 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 92.33 '

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

EMERALD GRANDE TOWERS
SHEET 52 OF 117

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BK: 2784 PG: 1309

EMERALD GRANDE TOWERS

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

LEGEND:

ELEV. = ELEVATOR

= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

= BUILDING SERVICE PARCEL

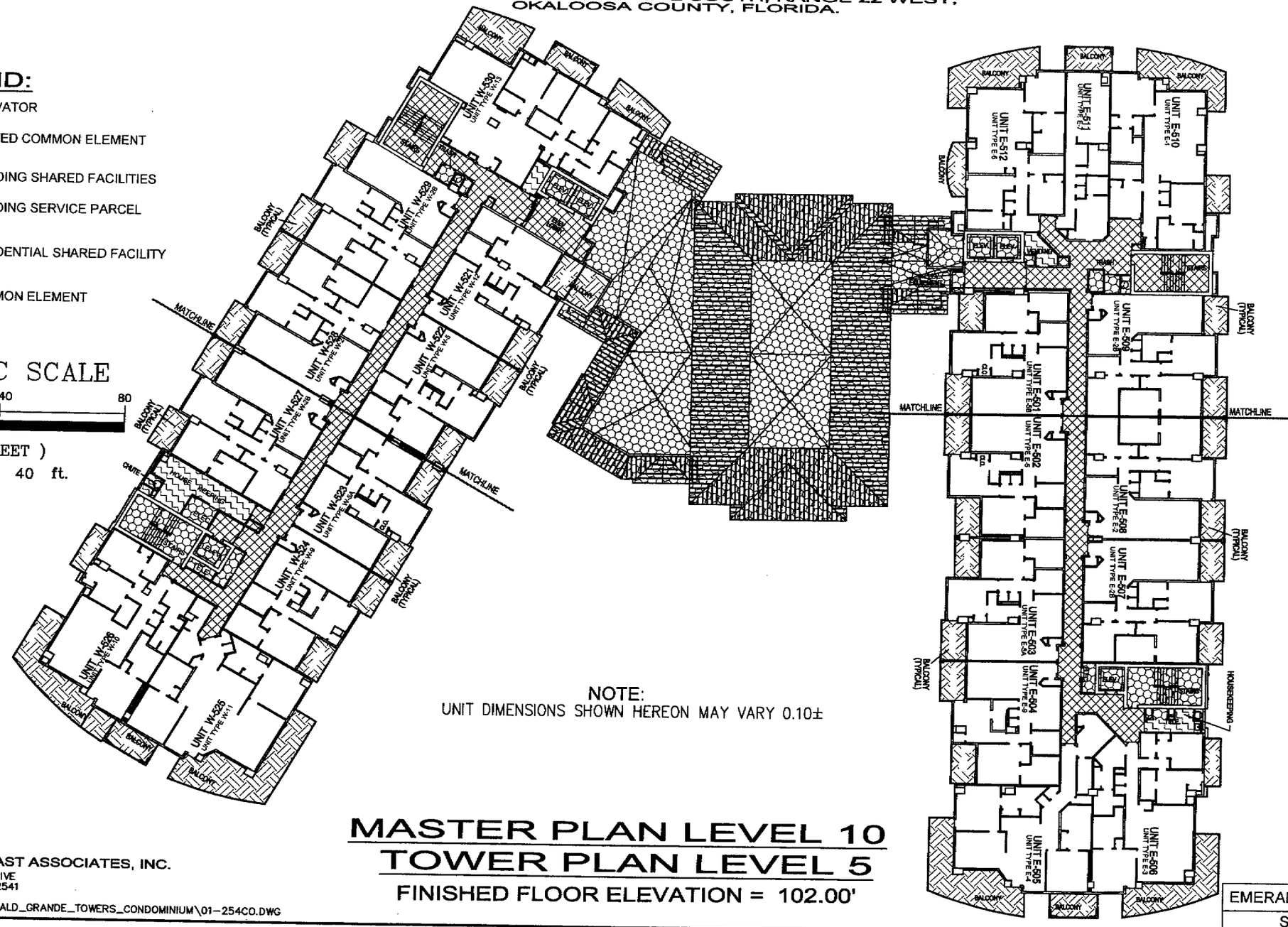
= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT

GRAPHIC SCALE

0 20 40 80

(IN FEET)
1 inch = 40 ft.



NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

MASTER PLAN LEVEL 10
TOWER PLAN LEVEL 5

FINISHED FLOOR ELEVATION = 102.00'

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

EMERALD GRANDE TOWERS
SHEET 53 OF 117

G:\PLAT\01\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRANDE_TOWERS.dwg 5/15/2007 5:55:11 AM Mike

EMERALD GRANDE TOWERS

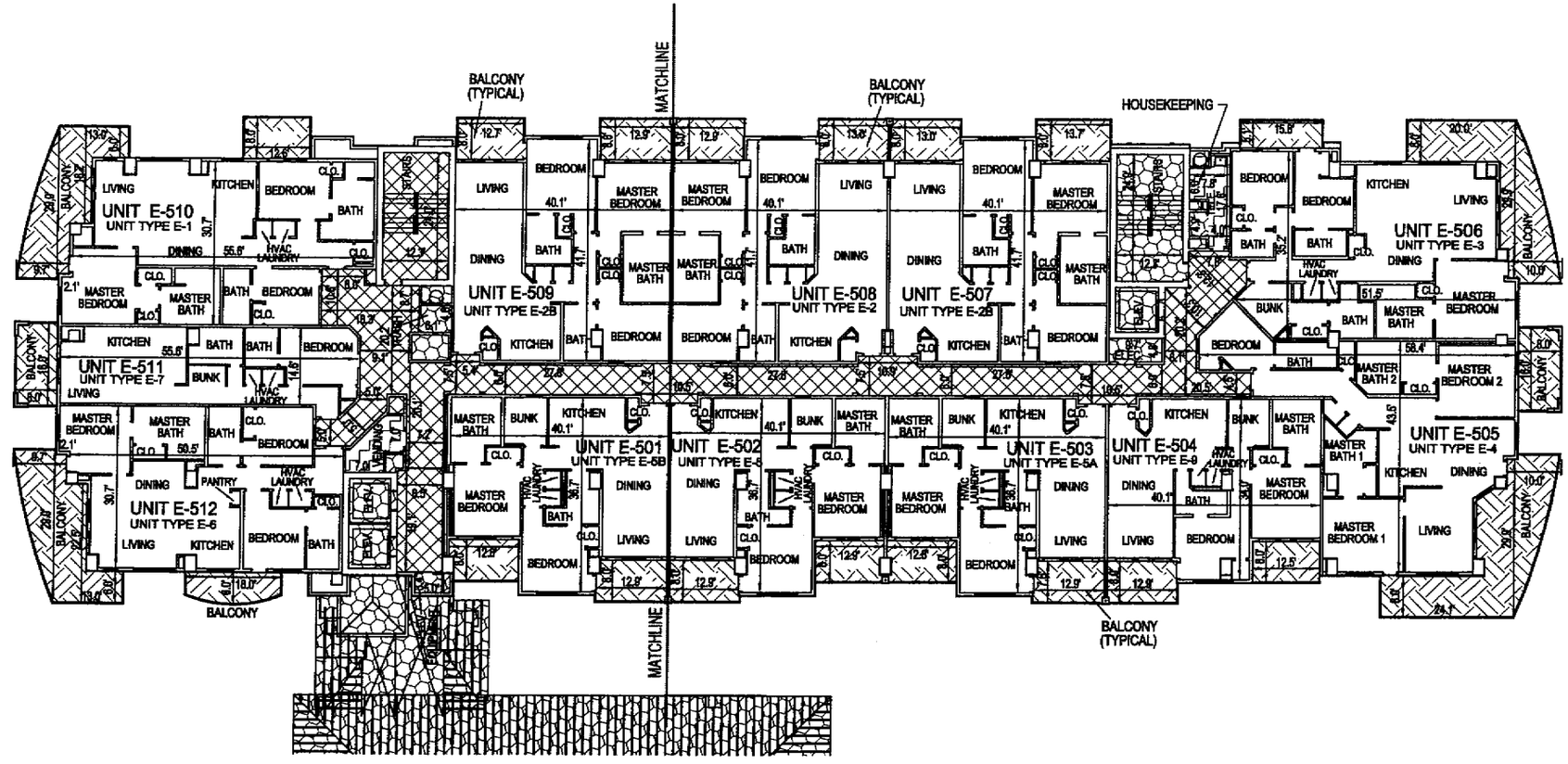
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 15 30 60

(IN FEET)

1 inch = 30 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 10
TOWER PLAN LEVEL 5 (EAST DETAIL)

FINISHED FLOOR ELEVATION = 102.00'

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

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BK: 2784 PG: 1311

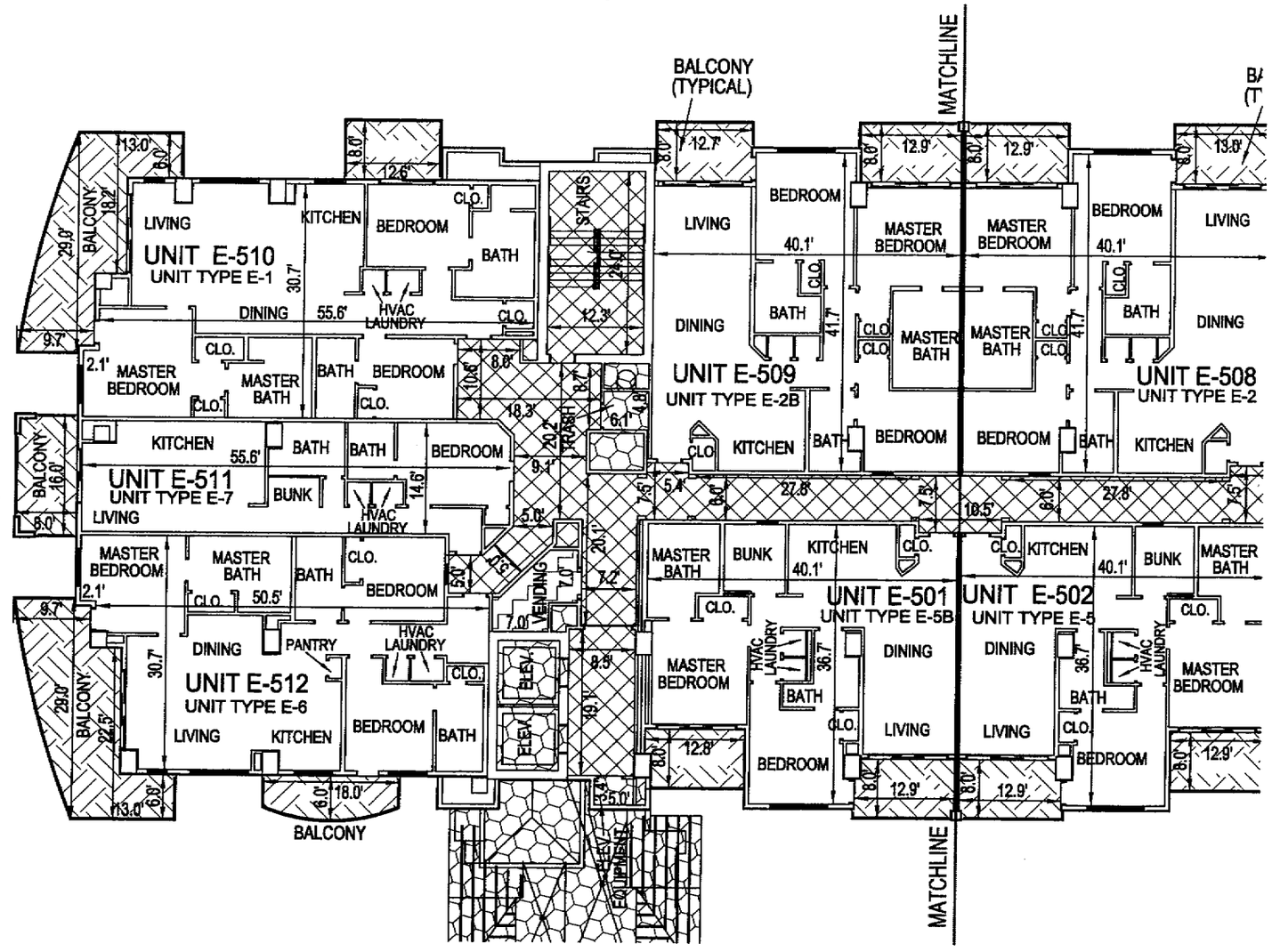
EMERALD GRANDE TOWERS
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 10 20 40

(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 10
TOWER PLAN LEVEL 5 (EAST DETAIL)
FINISHED FLOOR ELEVATION = 102.00'

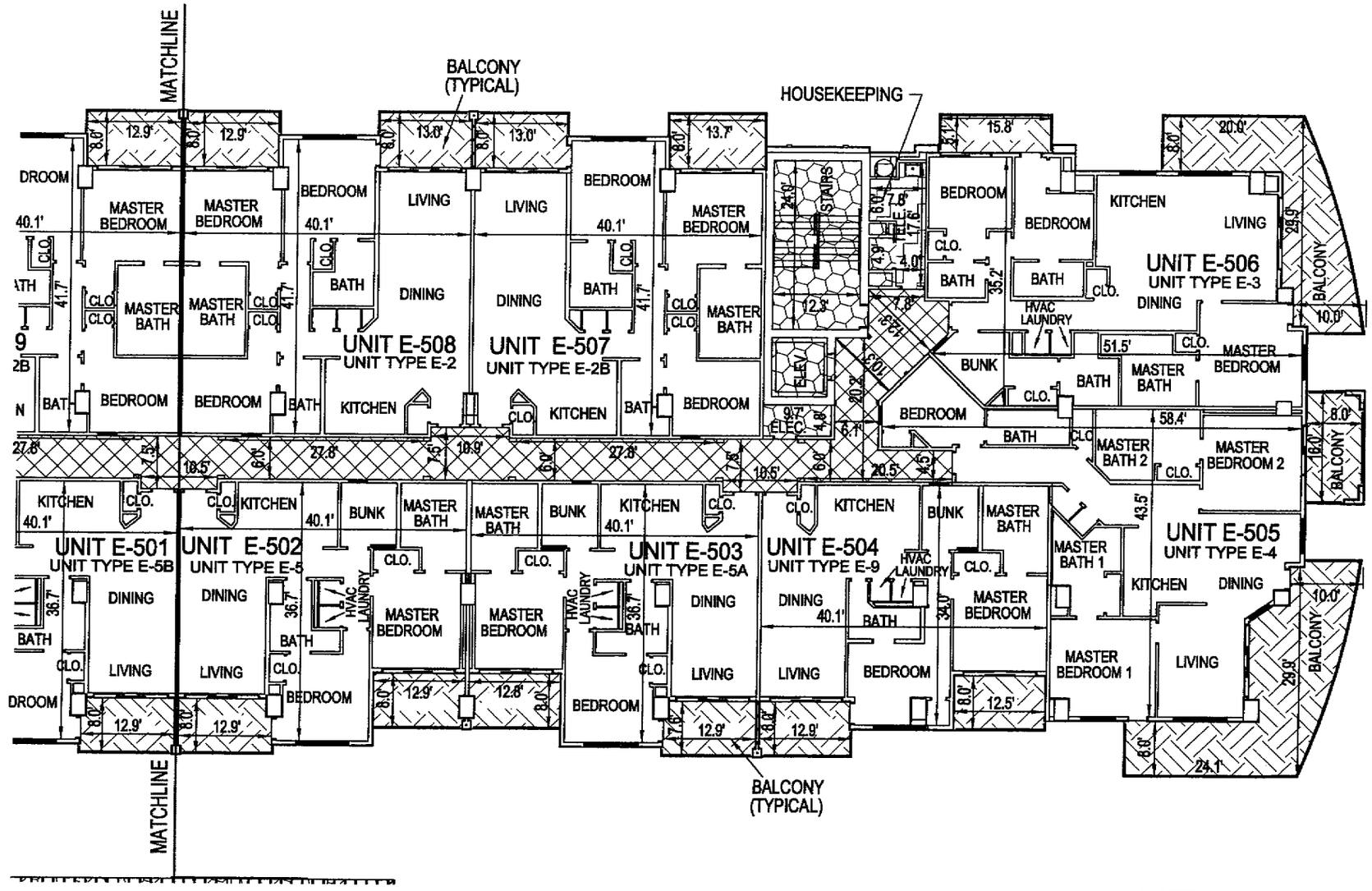
EMERALD COAST ASSOCIATES, INC.
4636 GULFSTARR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:/PLAT/EMERALD_GRANDE_TOWERS_CONDOMINIUM\01-254CO.DWG

EMERALD GRANDE TOWERS
SHEET 55 OF 117

G:\PLAT\01\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRANDE_TOWERS.dwg 5/15/2007 5:55:21 AM Mike
BK: 2784 PG: 1312

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

GRAPHIC SCALE
0 10 20 40
(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 10
TOWER PLAN LEVEL 5 (EAST DETAIL)
FINISHED FLOOR ELEVATION = 102.00'

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

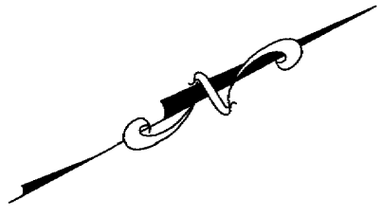
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BK: 2784 PG: 1313

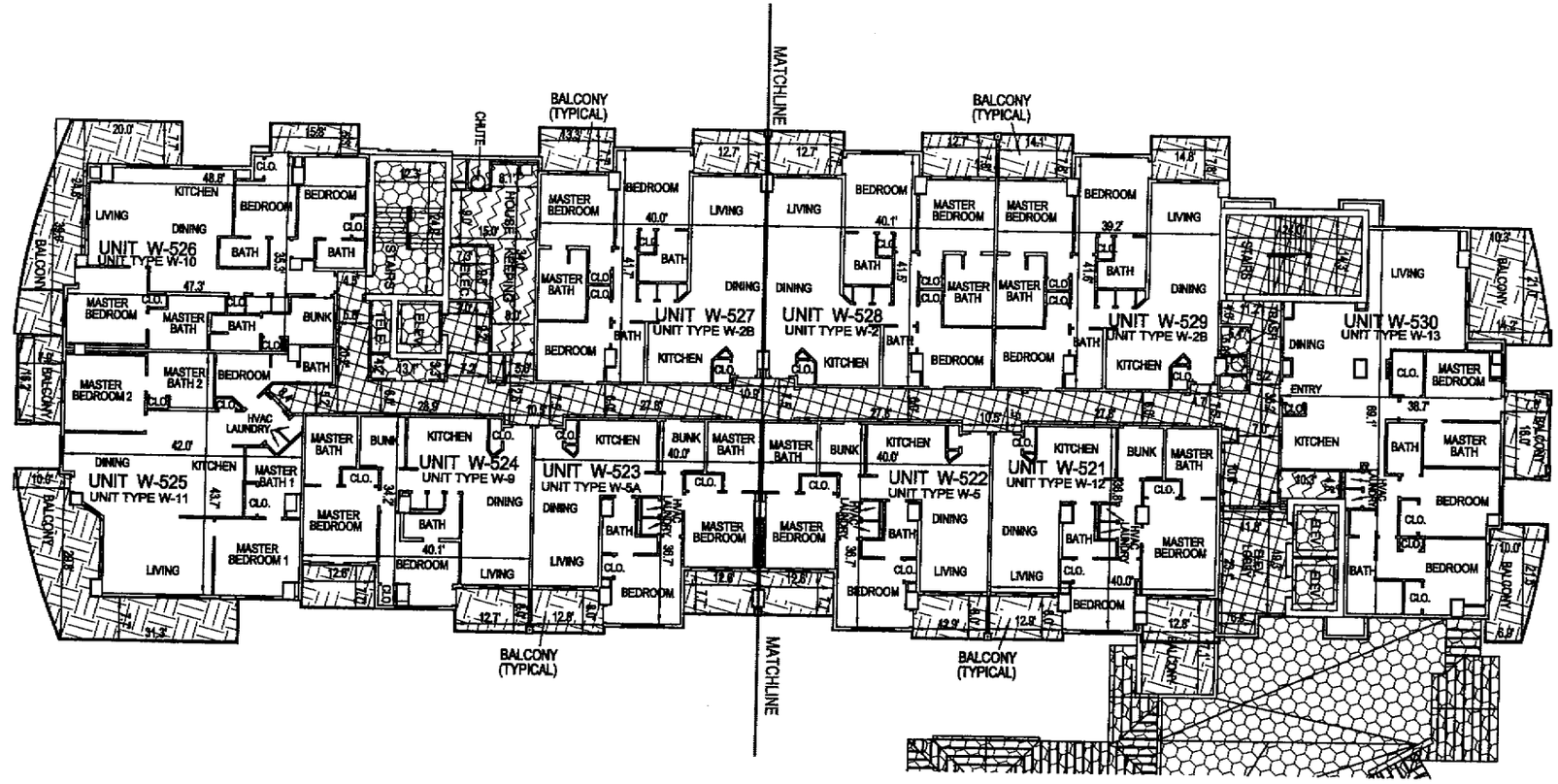
EMERALD GRANDE TOWERS
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 15 30 60

(IN FEET)
1 inch = 30 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 10
TOWER PLAN LEVEL 5 (WEST DETAIL)
FINISHED FLOOR ELEVATION = 102.00'

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

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BK: 2784 PG: 1314

EMERALD GRANDE TOWERS

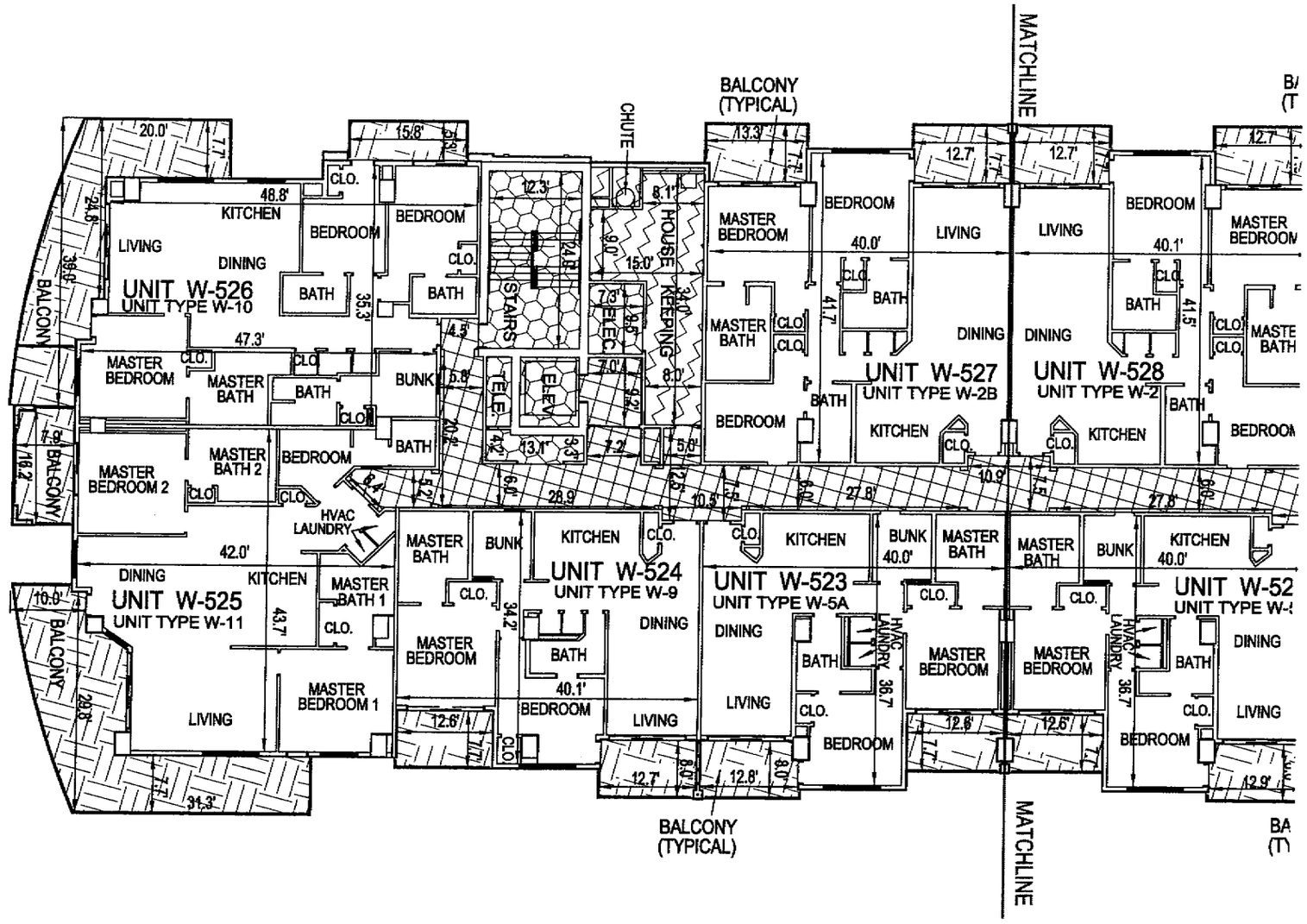
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 10 20 40

(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 10
TOWER PLAN LEVEL 5 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 102.00'

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

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BK: 2784 PG: 1315

EMERALD GRANDE TOWERS

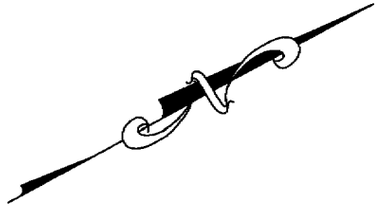
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

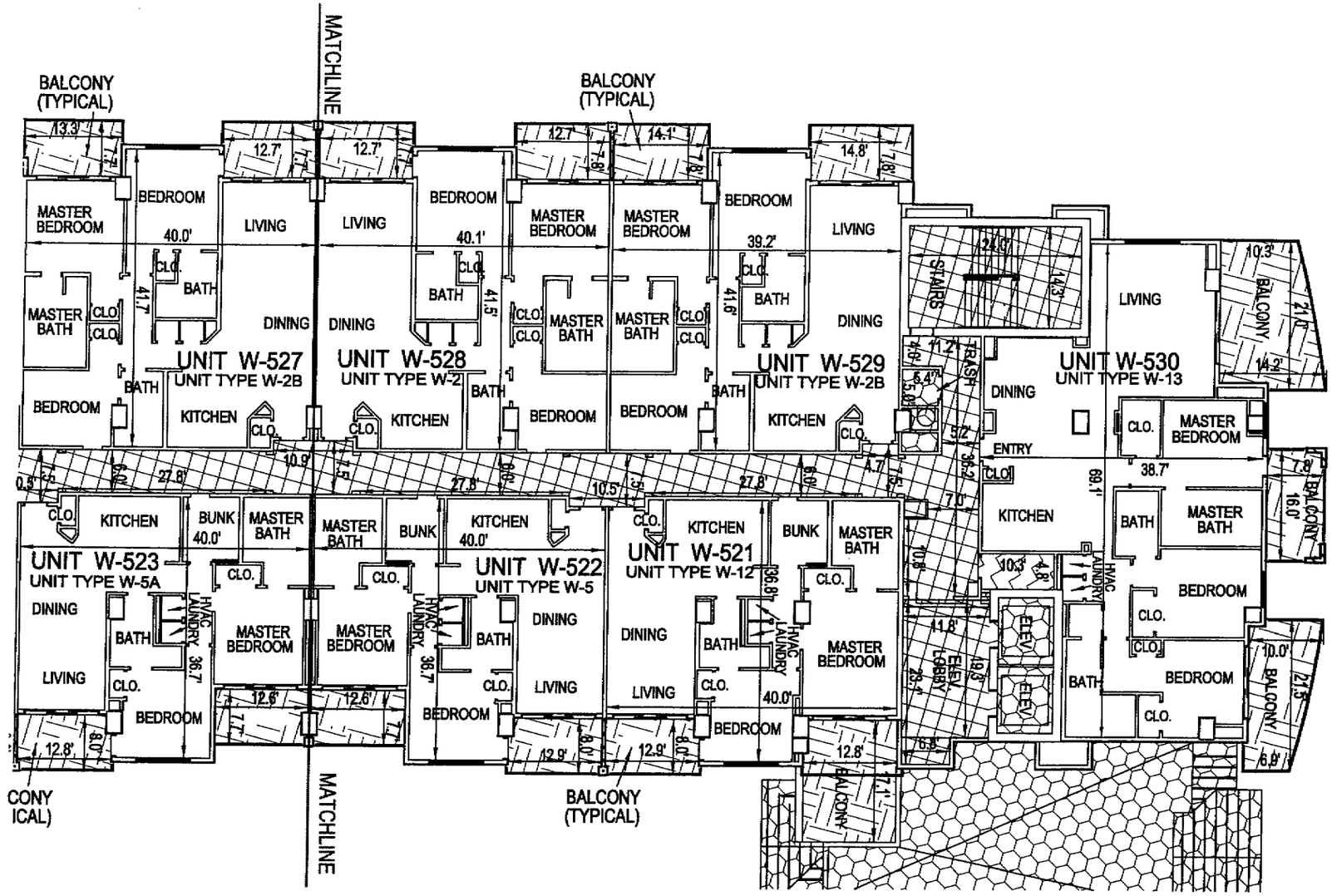
GRAPHIC SCALE

0 10 20 40

(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 10
TOWER PLAN LEVEL 5 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 102.00'

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

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BK: 2784 PG: 1316

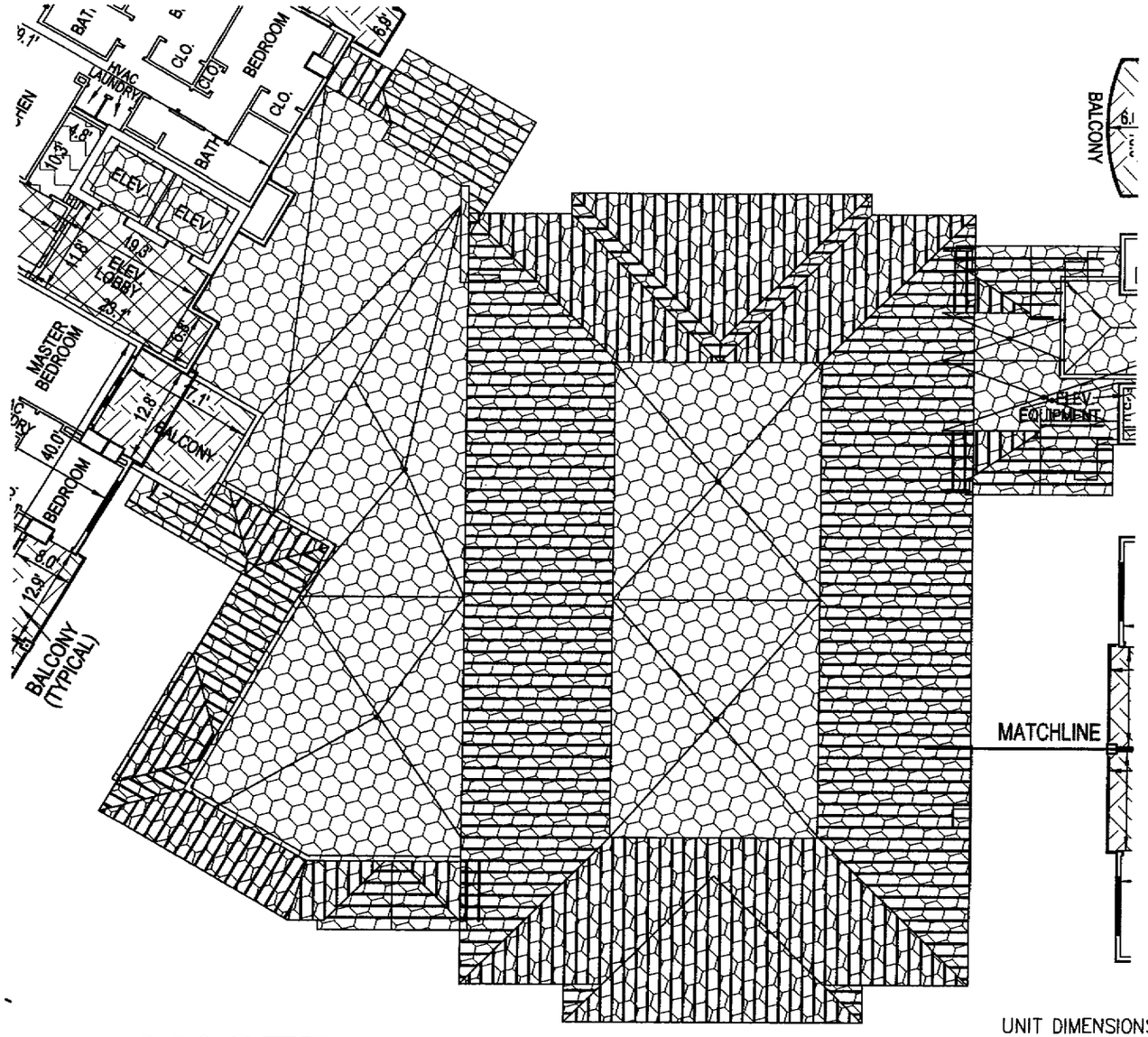
EMERALD GRANDE TOWERS
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 10 20 40

(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 10
TOWER PLAN LEVEL 5 (EAST DETAIL)
FINISHED FLOOR ELEVATION = 102.00'

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

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BK: 2784 PG: 1317

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

LEGEND:

ELEV. = ELEVATOR

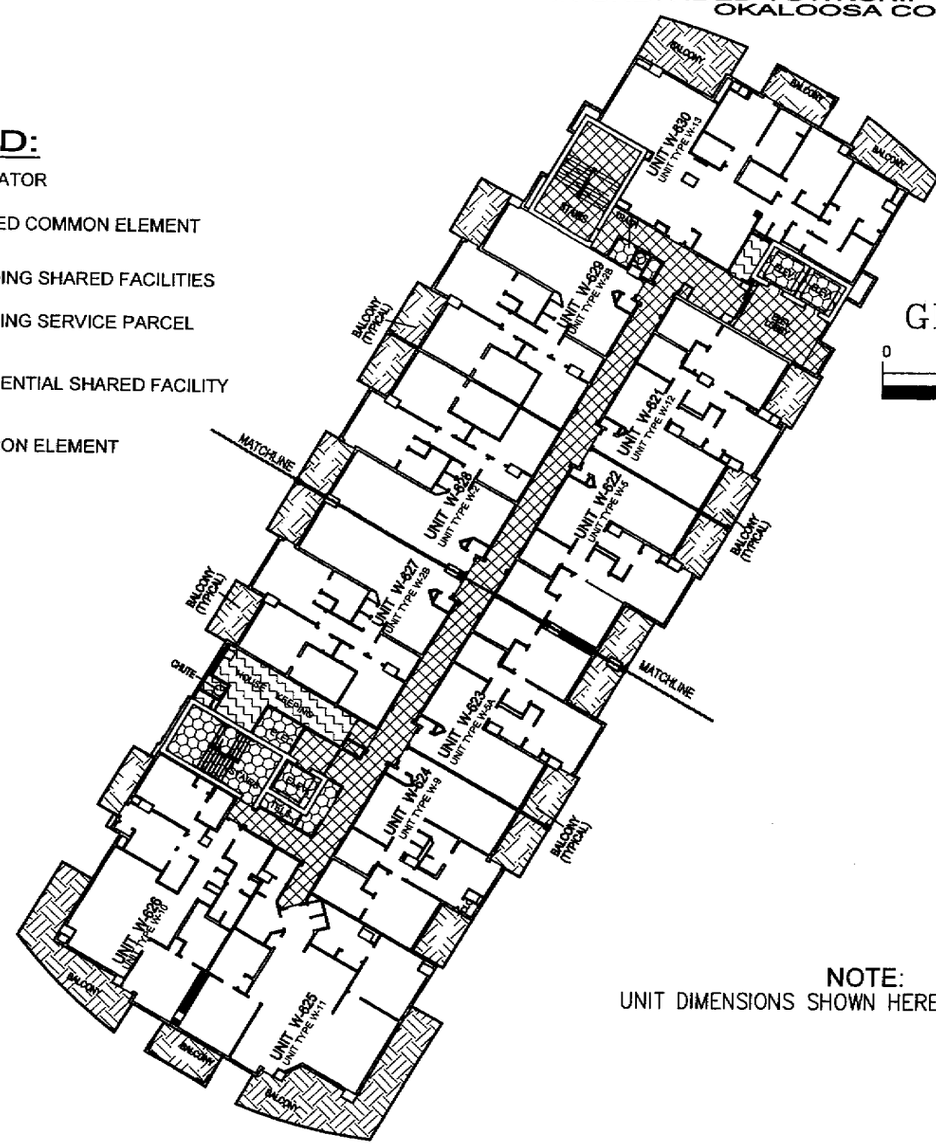
= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

= BUILDING SERVICE PARCEL

= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT



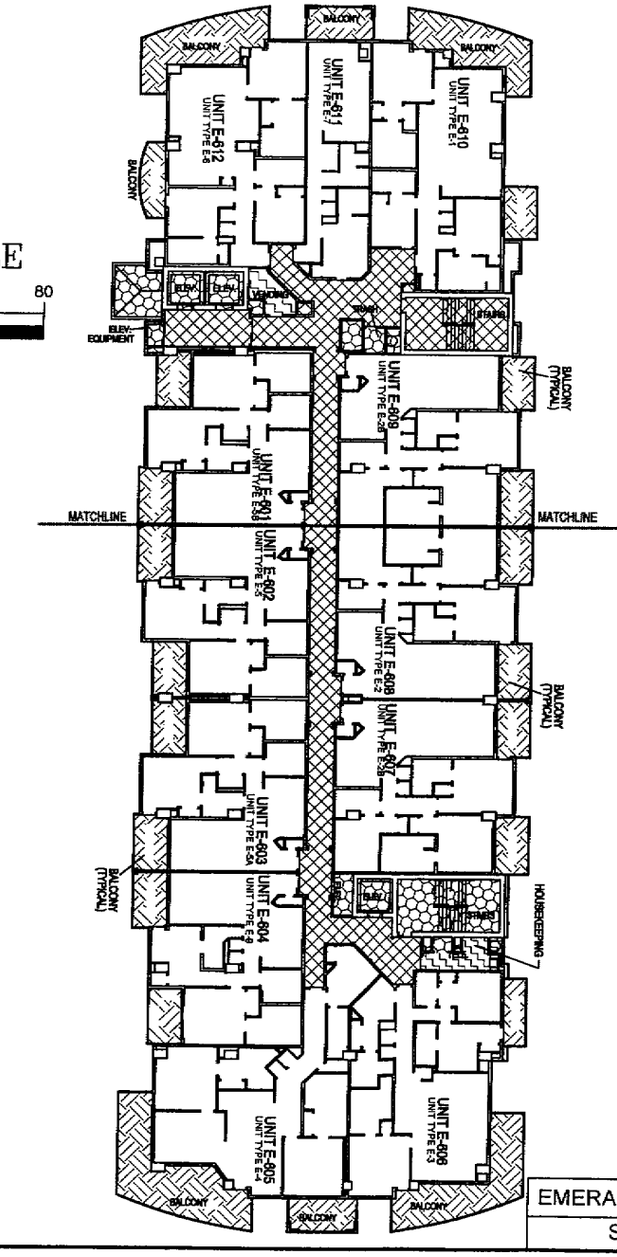
GRAPHIC SCALE

0 20 40 80

(IN FEET)

1 inch = 40 ft.

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±



MASTER PLAN LEVEL 11
TOWER PLAN LEVEL 6
FINISHED FLOOR ELEVATION = 111.67'

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

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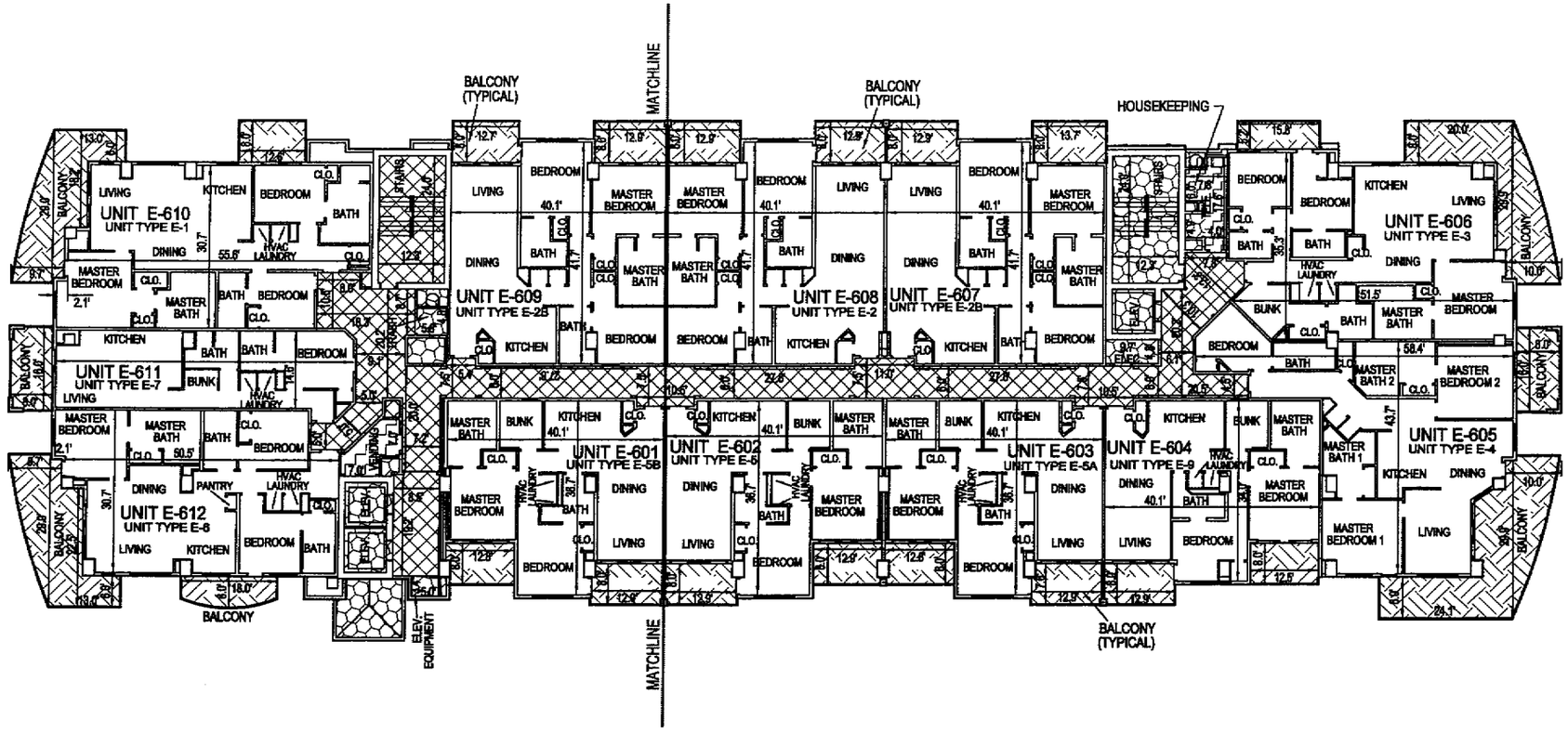
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EMERALD GRANDE TOWERS
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 15 30 60

(IN FEET)
1 inch = 30 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 11
TOWER PLAN LEVEL 6 (EAST DETAIL)
FINISHED FLOOR ELEVATION = 111.67'

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

G:\PLAT\0101-254 EMERALD GRANDE\05-08-07\EMERALD_GRANDE_TOWERS.dwg, 5/15/2007 5:55:54 AM, Mike

BK: 2784 PG: 1319

EMERALD GRANDE TOWERS

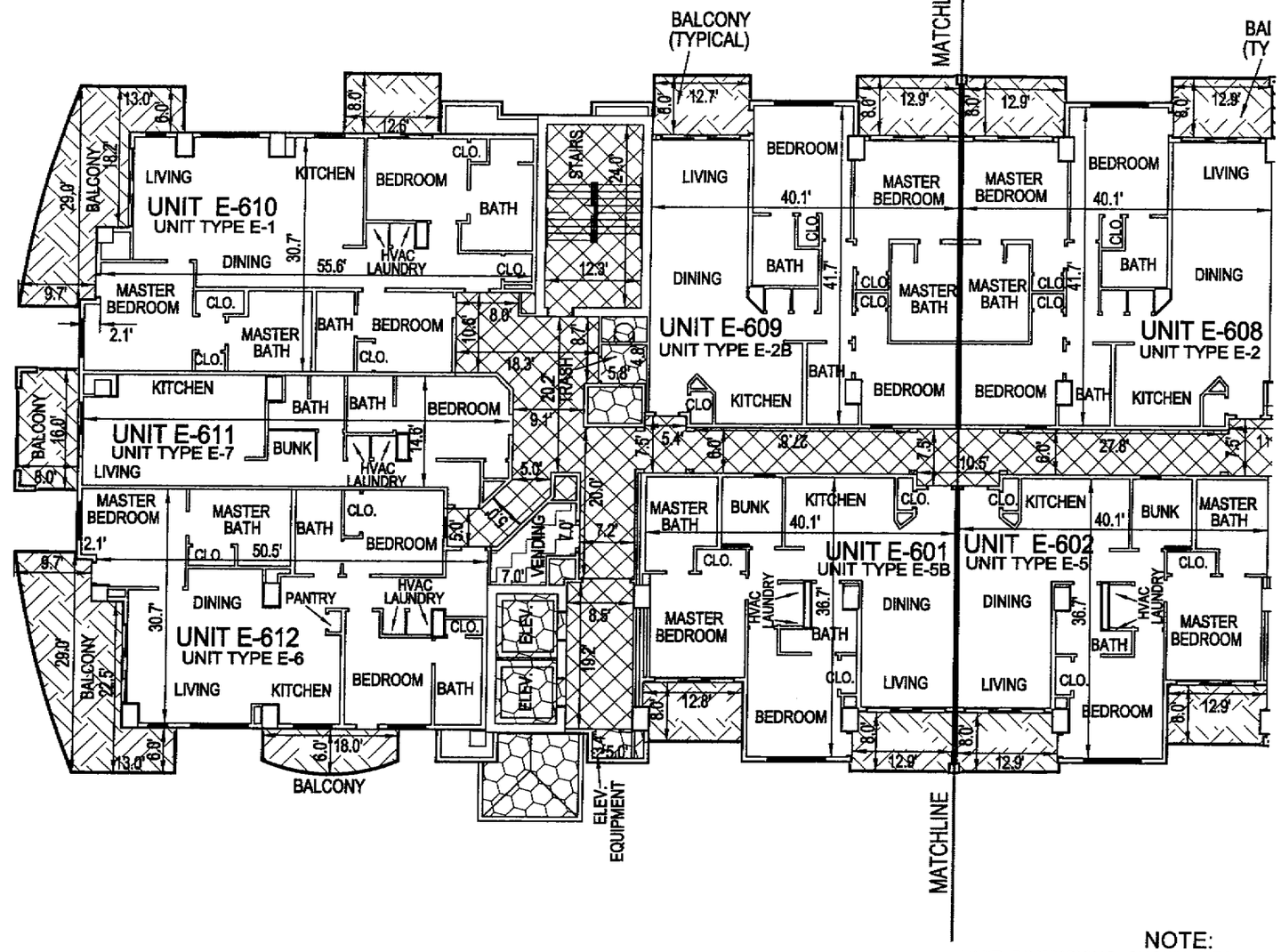
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 10 20 40

(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 11
TOWER PLAN LEVEL 6 (EAST DETAIL)

FINISHED FLOOR ELEVATION = 111.67'

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

G:\PLAT\01\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRANDE_TOWERS.dwg, 5/15/2007 5:55:59 AM, Mike

BK: 2784 PG: 1320

EMERALD GRANDE TOWERS

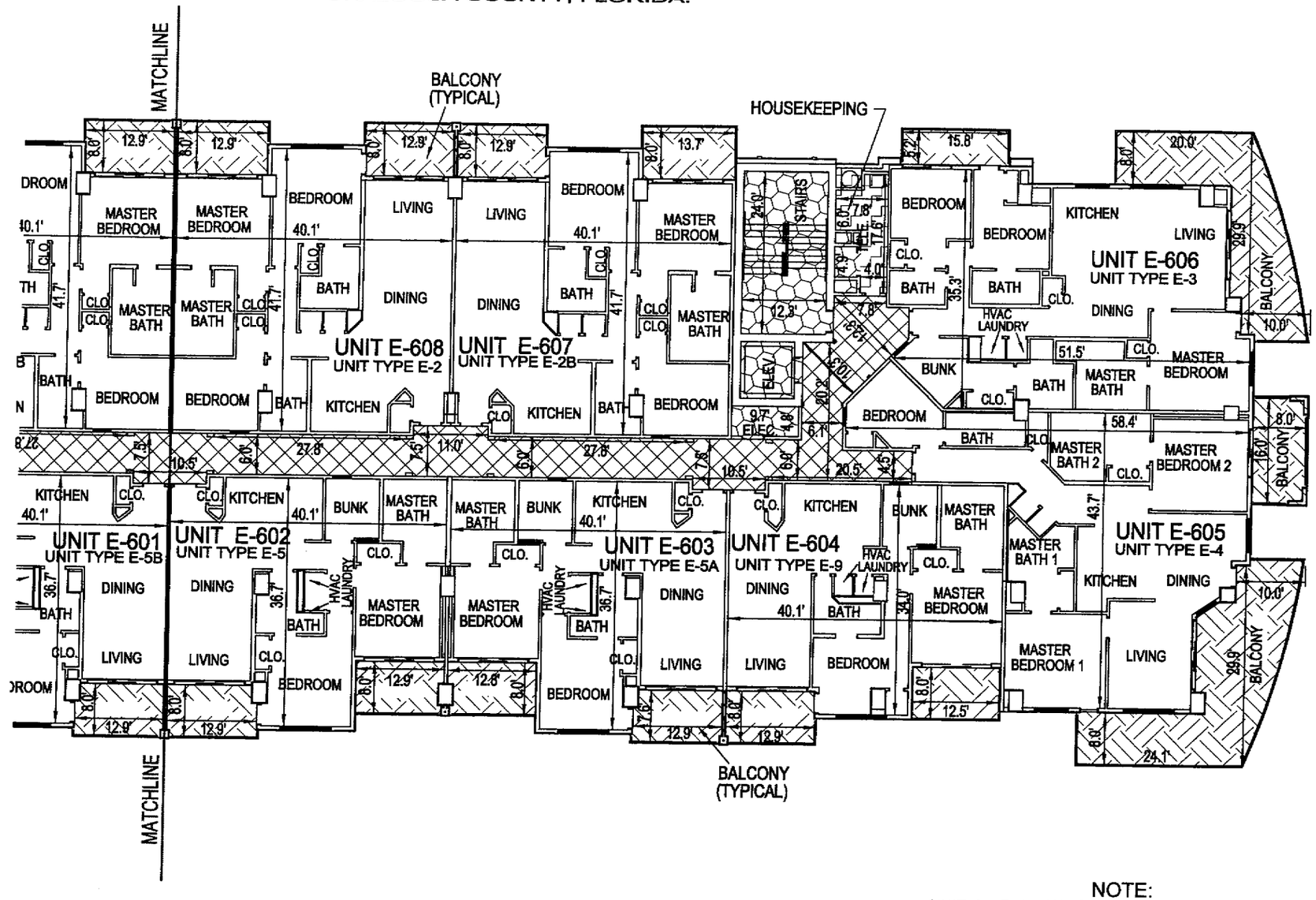
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 10 20 40

(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 11
TOWER PLAN LEVEL 6 (EAST DETAIL)

FINISHED FLOOR ELEVATION = 111.67'

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

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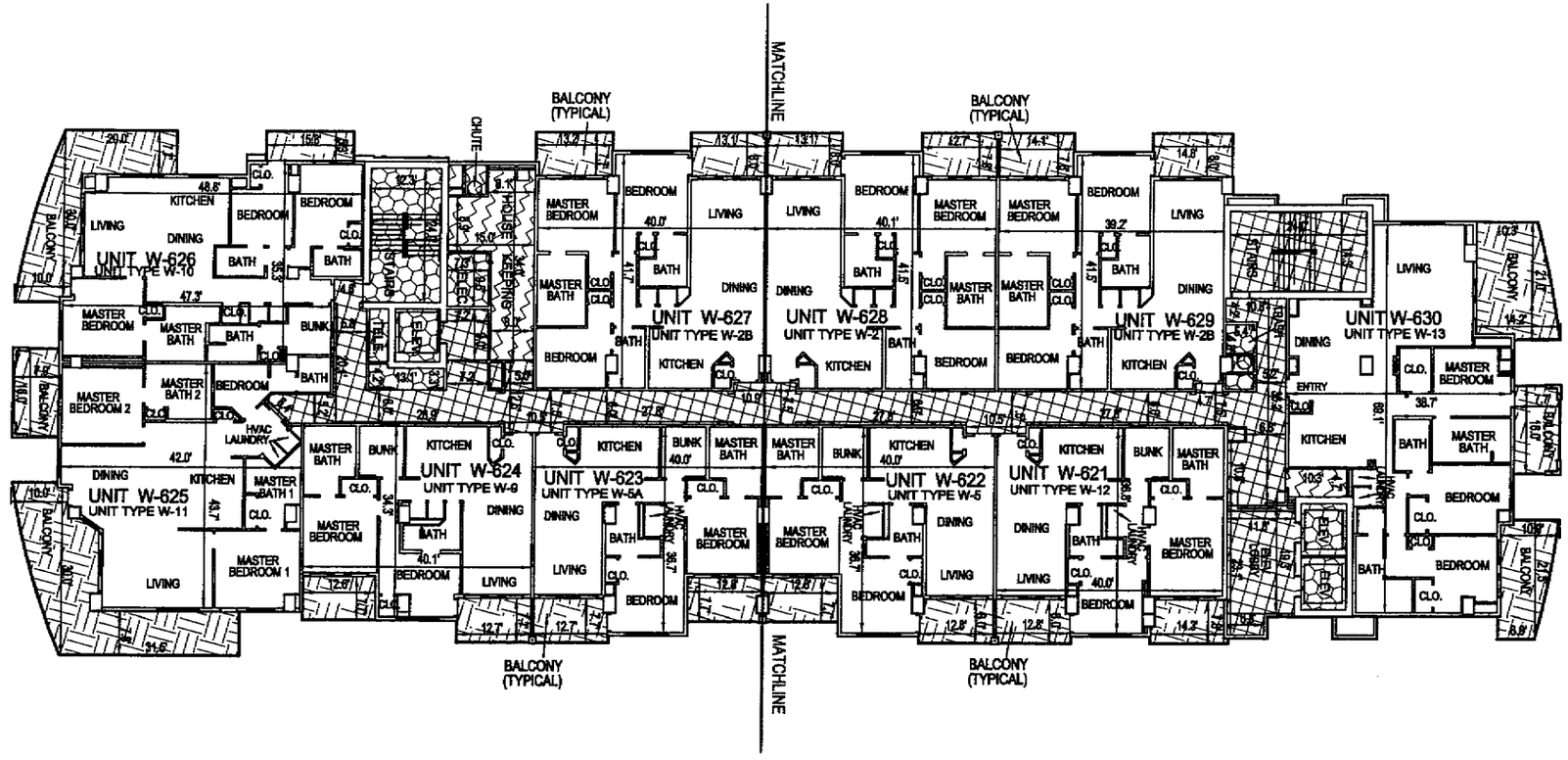
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EMERALD GRANDE TOWERS
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 15 30 60

(IN FEET)
1 inch = 30 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 11
TOWER PLAN LEVEL 6 (WEST DETAIL)
FINISHED FLOOR ELEVATION = 111.67'

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

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EMERALD GRANDE TOWERS

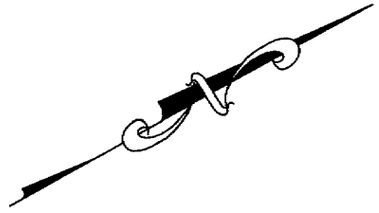
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

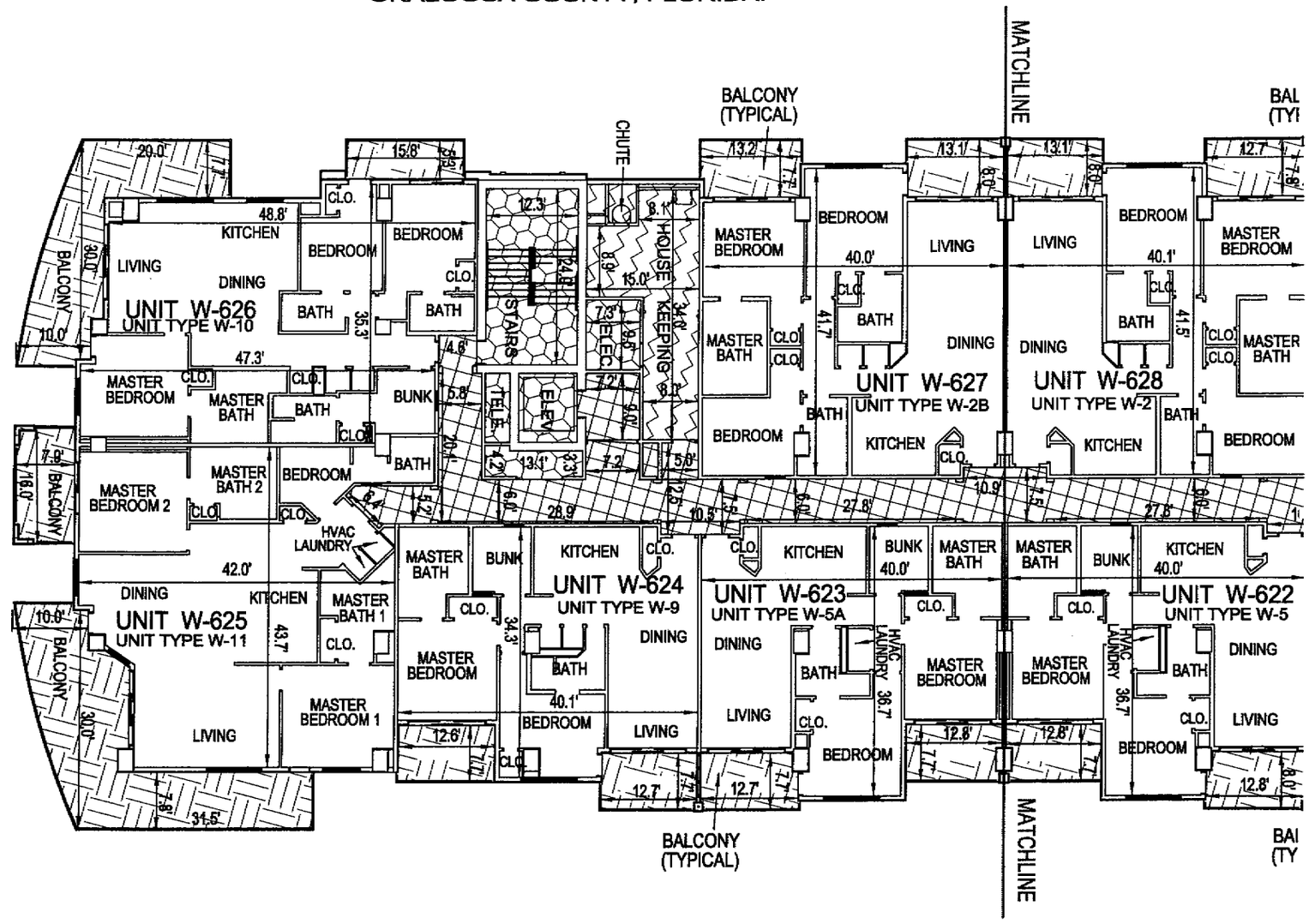
GRAPHIC SCALE

0 10 20 40

(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 11
TOWER PLAN LEVEL 6 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 111.67'

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

G:\PLAT\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRANDE_TOWERS.dwg 5/15/2007 5:56:13 AM Mike

BK: 2784 PG: 1323

EMERALD GRANDE TOWERS

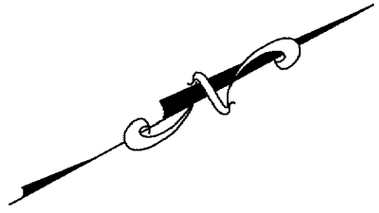
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OKALOOSA COUNTY, FLORIDA.

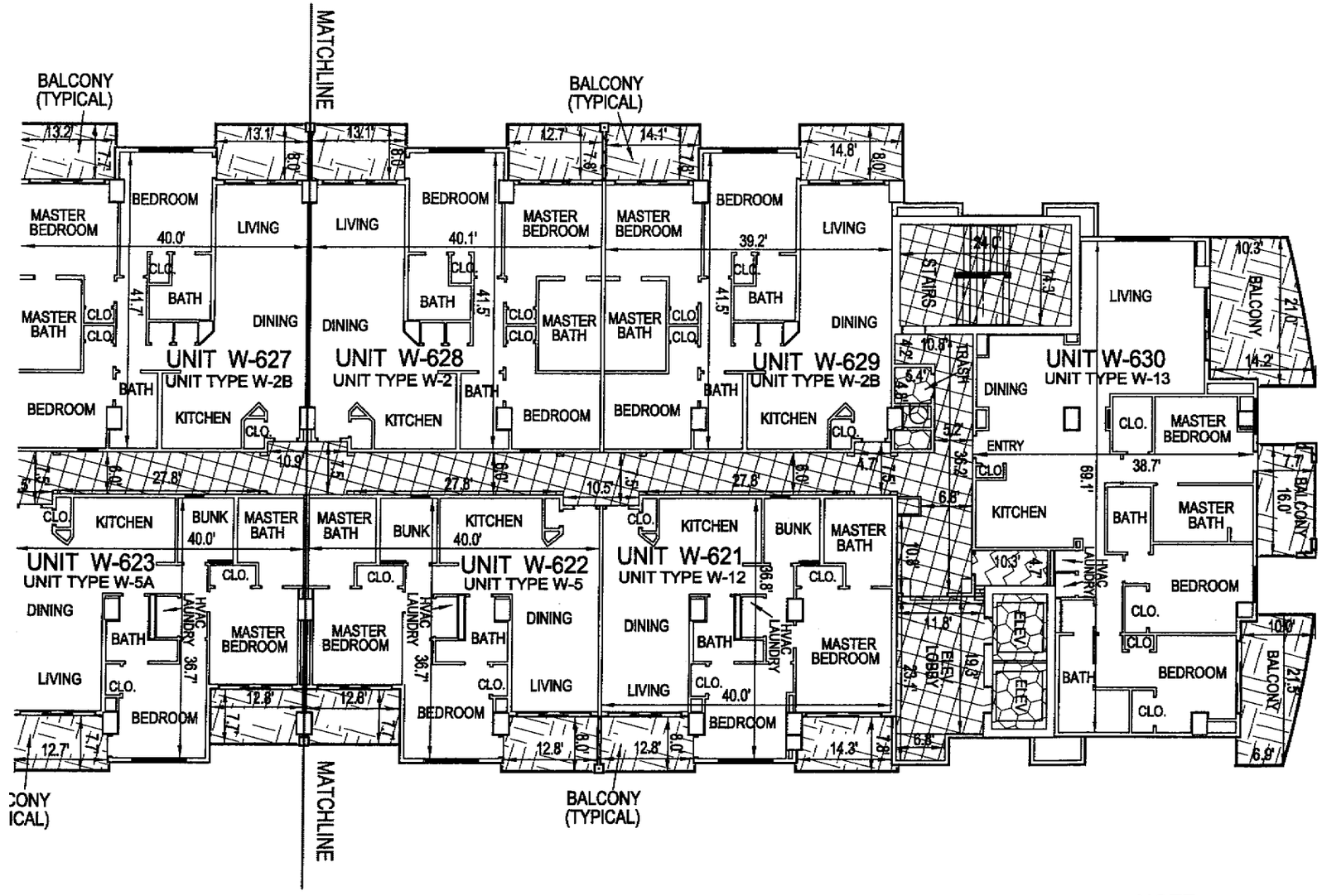
GRAPHIC SCALE

0 10 20 40

(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 11

TOWER PLAN LEVEL 6 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 111.67'

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

EMERALD GRANDE TOWERS
SHEET 67 OF 117

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BK: 2784 PG: 1324

EMERALD GRANDE TOWERS

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

LEGEND:

ELEV. = ELEVATOR

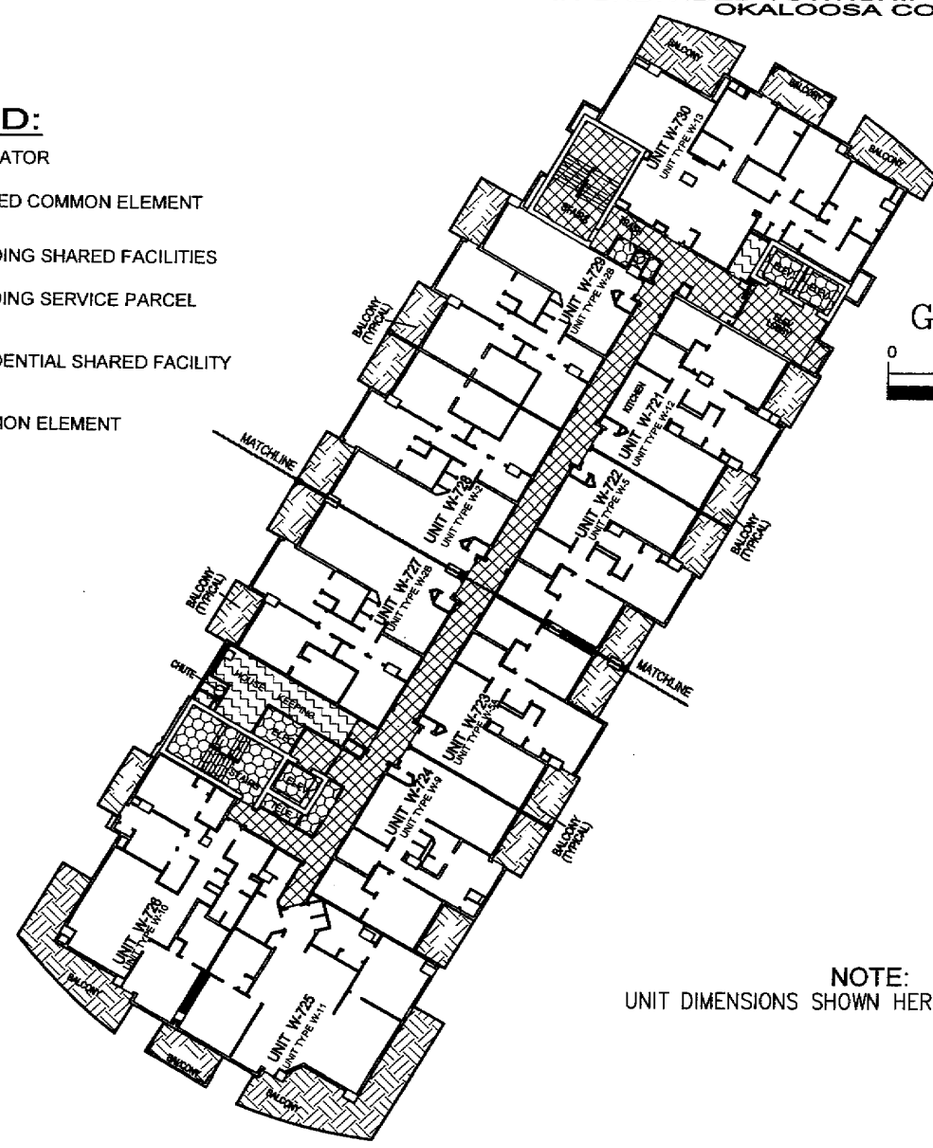
= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

= BUILDING SERVICE PARCEL

= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT



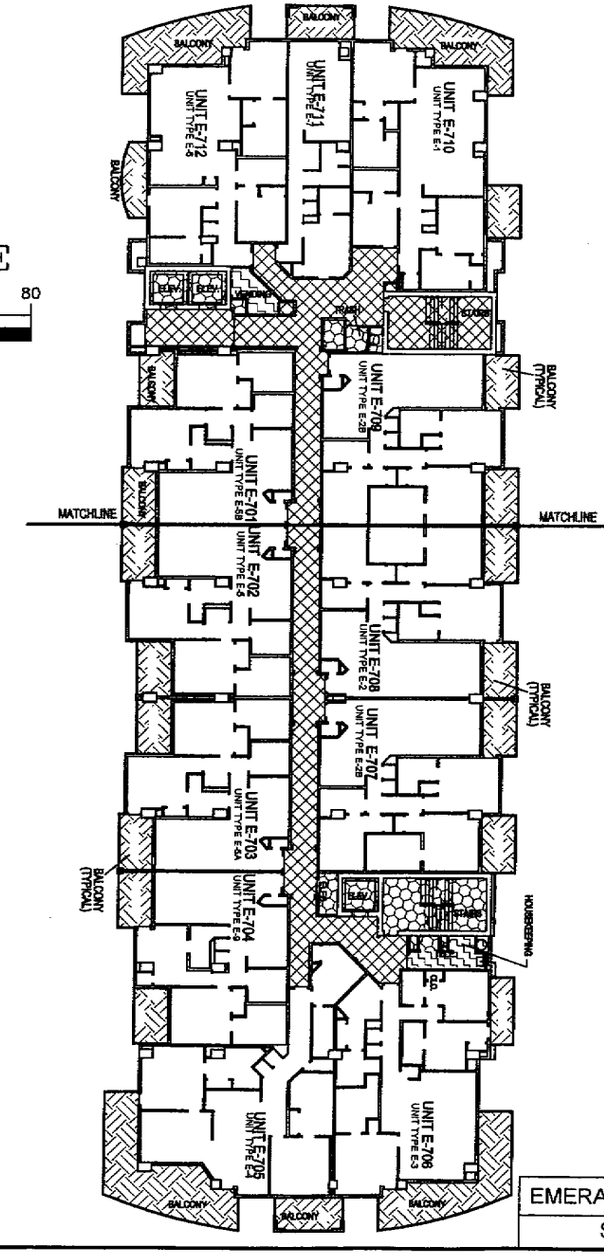
GRAPHIC SCALE

0 20 40 80

(IN FEET)

1 inch = 40 ft.

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±



MASTER PLAN LEVEL 12
TOWER PLAN LEVEL 7
FINISHED FLOOR ELEVATION = 121.33'

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

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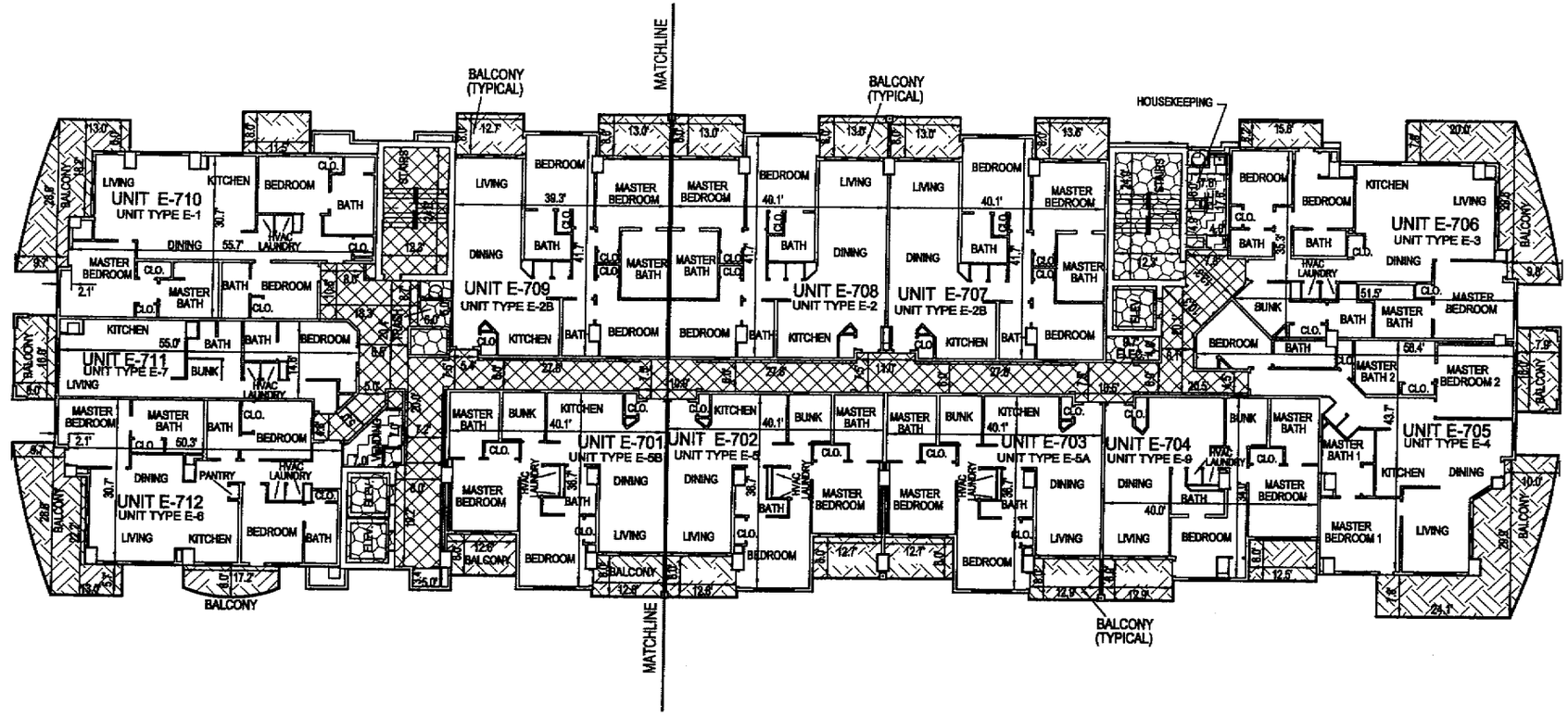
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EMERALD GRANDE TOWERS
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 15 30 60

(IN FEET)
1 inch = 30 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 12
TOWER PLAN LEVEL 7 (EAST DETAIL)
FINISHED FLOOR ELEVATION = 121.33'

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

EMERALD GRANDE TOWERS
SHEET 69 OF 117

G:\PLAT\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRANDE_TOWERS.dwg 5/15/2007 5:56:26 AM Mike

BK: 2784 PG: 1326

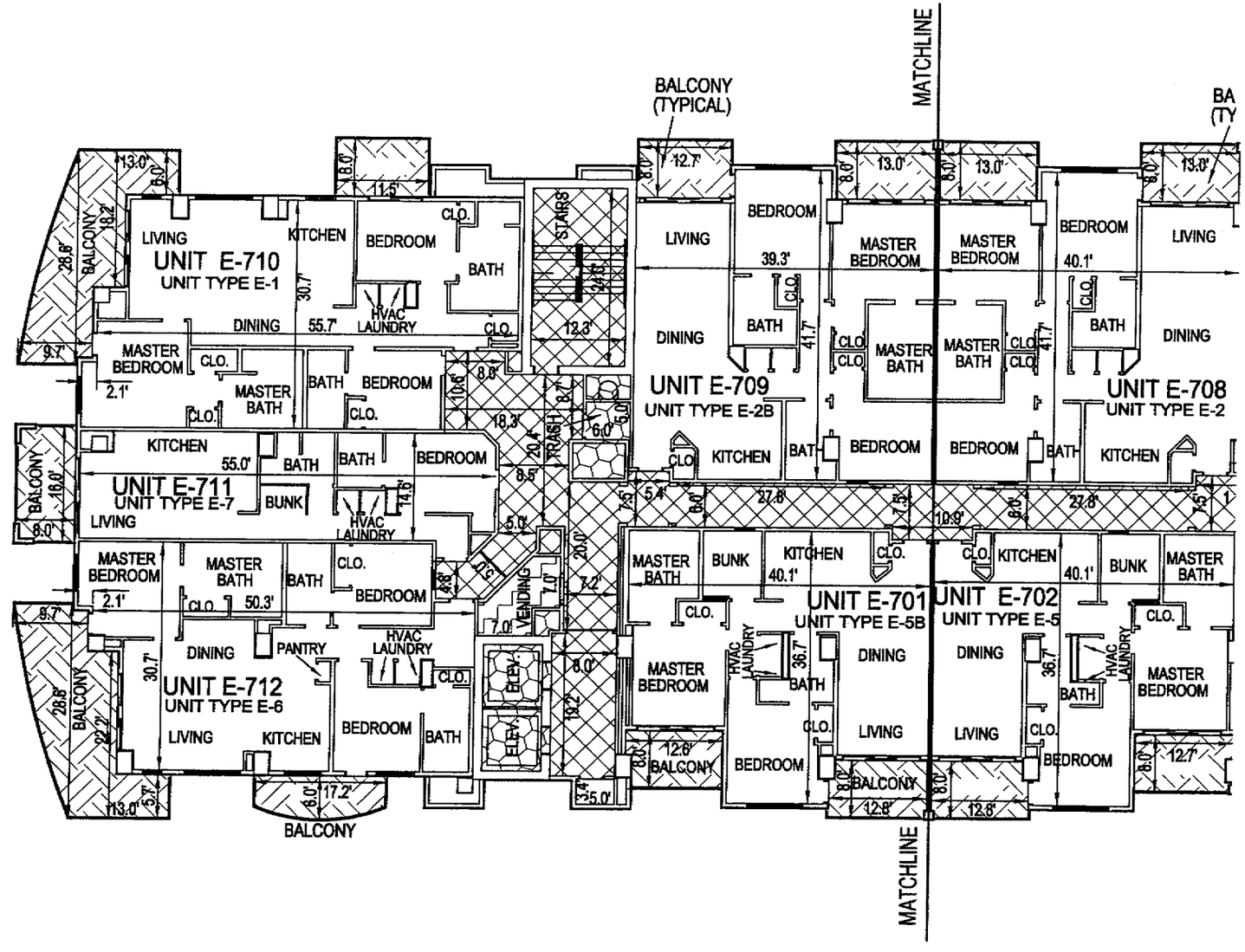
EMERALD GRANDE TOWERS
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 10 20 40

(IN FEET)

1 inch = 20 ft.



NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

LEGEND:

ELEV. = ELEVATOR

= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

= BUILDING SERVICE PARCEL

= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT

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

MASTER PLAN LEVEL 12
TOWER PLAN LEVEL 7 (EAST DETAIL)
FINISHED FLOOR ELEVATION = 121.33'

G:\PLAT\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRANDE_TOWERS.dwg, 5/15/2007 5:56:31 AM, Mike
BK: 2784 PG: 1327

EMERALD GRANDE TOWERS

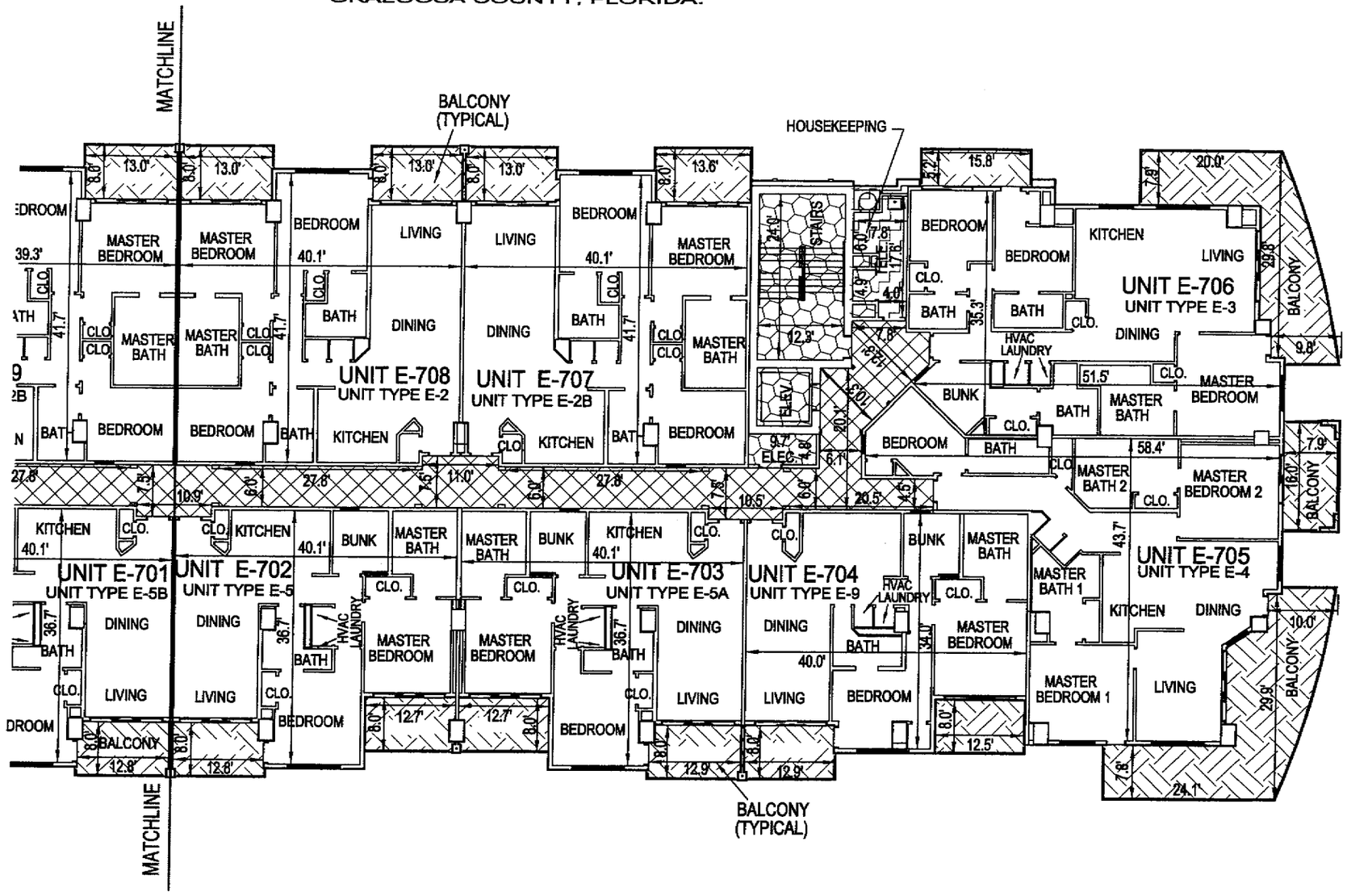
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 10 20 40

(IN FEET)

1 inch = 20 ft.



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MASTER PLAN LEVEL 12

TOWER PLAN LEVEL 7 (EAST DETAIL)

FINISHED FLOOR ELEVATION = 121.33'

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

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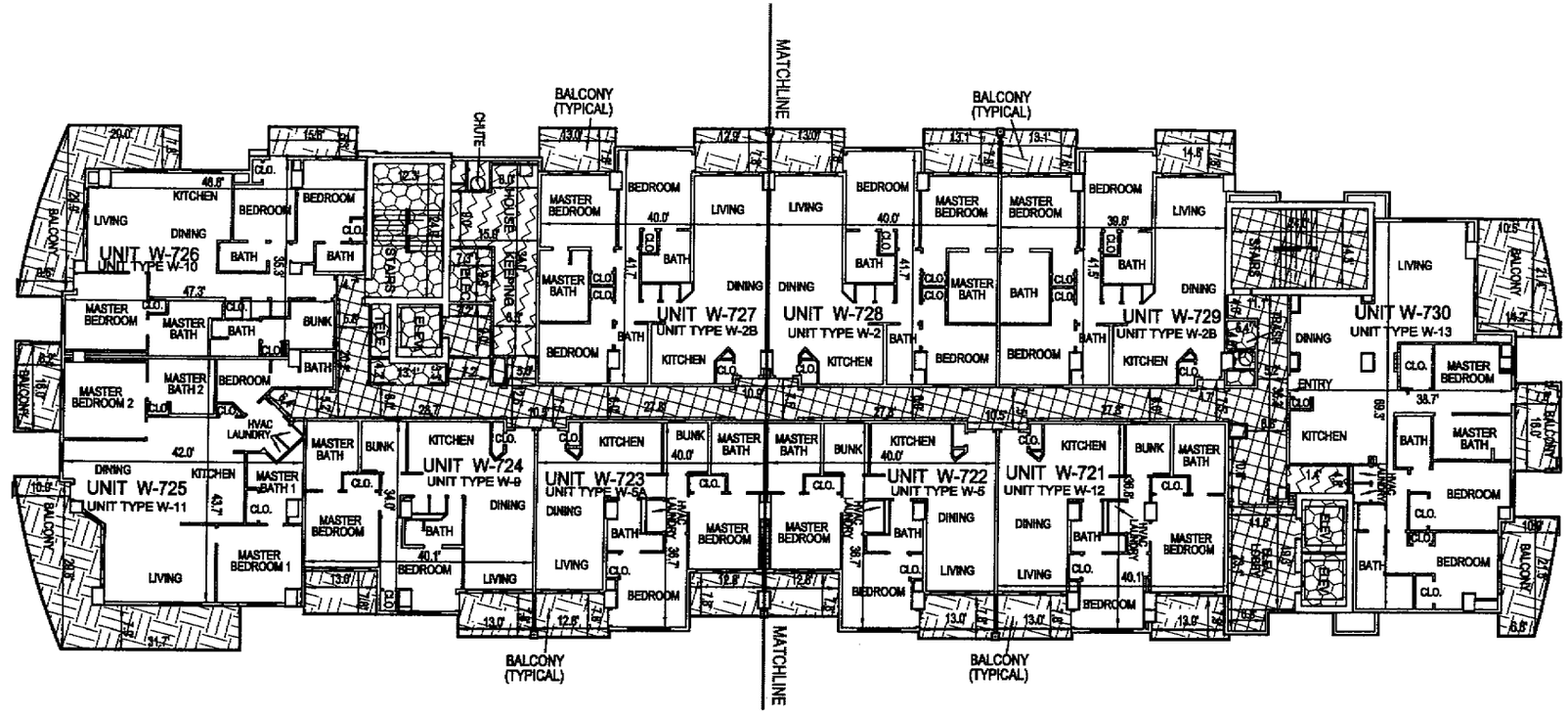
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EMERALD GRANDE TOWERS
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 15 30 60

(IN FEET)
1 inch = 30 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 12
TOWER PLAN LEVEL 7 (WEST DETAIL)
FINISHED FLOOR ELEVATION = 121.33'

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

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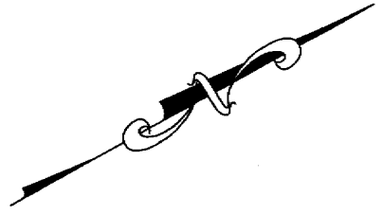
EMERALD GRANDE TOWERS

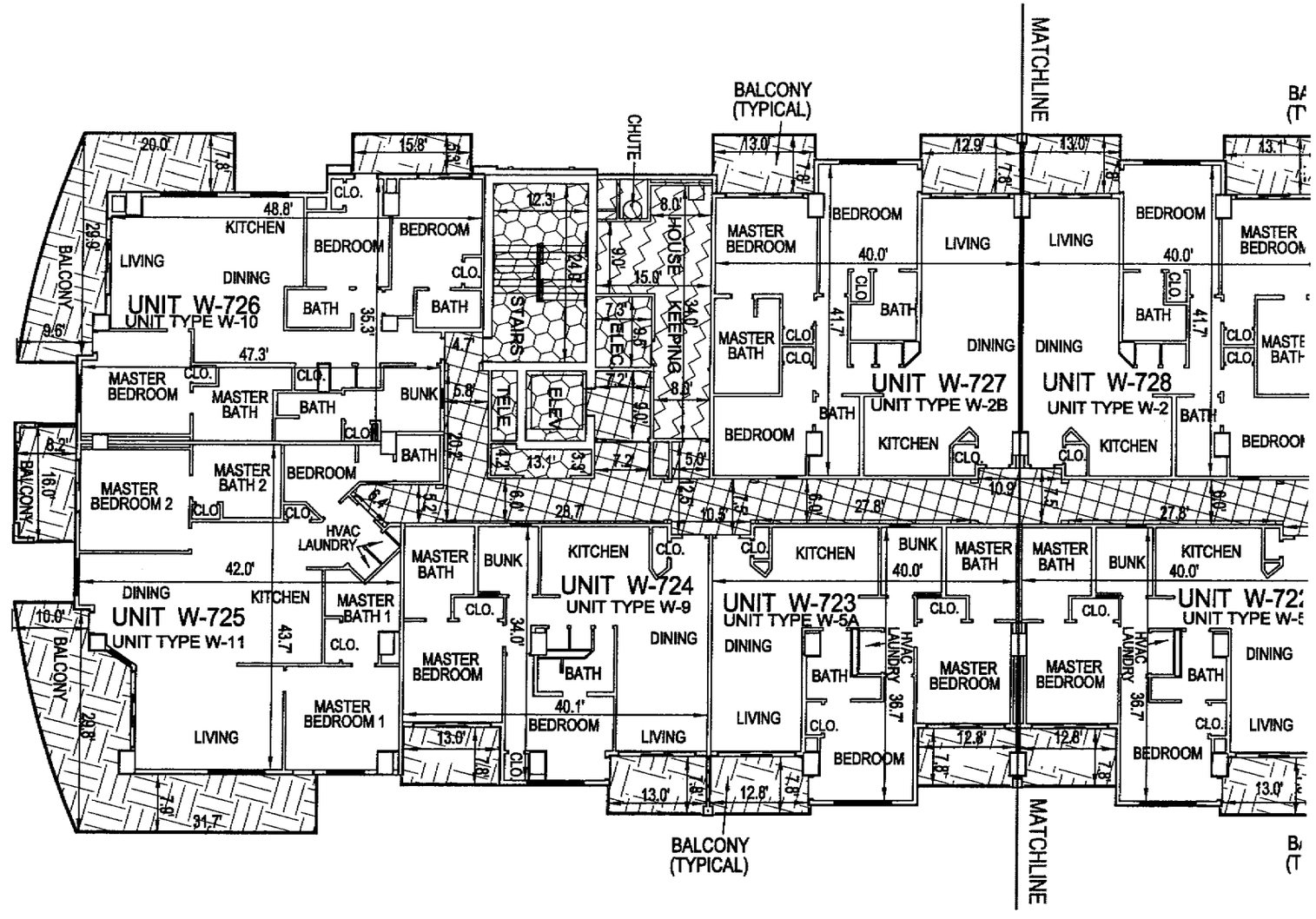
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 10 20 40

(IN FEET)
1 inch = 20 ft.





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

FINISHED FLOOR ELEVATION = 121.33'

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

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BK: 2784 PG: 1330

EMERALD GRANDE TOWERS

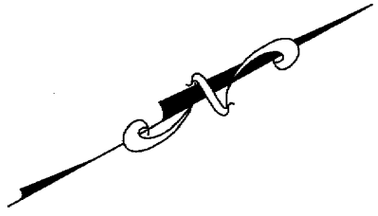
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

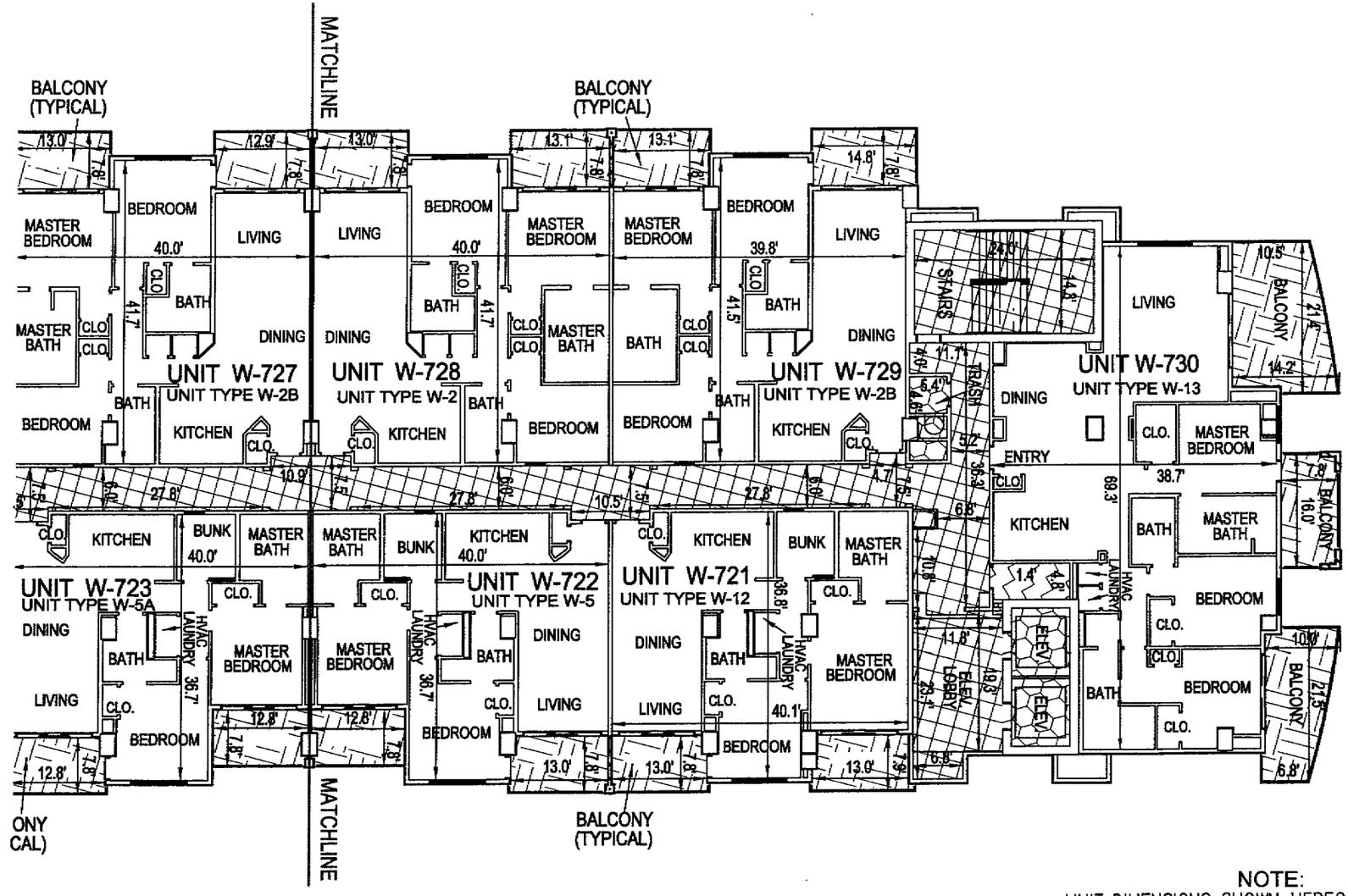
GRAPHIC SCALE

0 10 20 40

(IN FEET)

1 inch = 20 ft.





NOTE:
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LEGEND:

ELEV. = ELEVATOR

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= BUILDING SHARED FACILITIES

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= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT

MASTER PLAN LEVEL 12

TOWER PLAN LEVEL 7 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 121.33'

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

G:\PLAT\0101-254_EMERALD_GRANDE\05-08-07\EMERALD_GRANDE_TOWERS.dwg 5/15/2007 5:56:50 AM Mike
BK: 2784 PG: 1331

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

LEGEND:

ELEV. = ELEVATOR

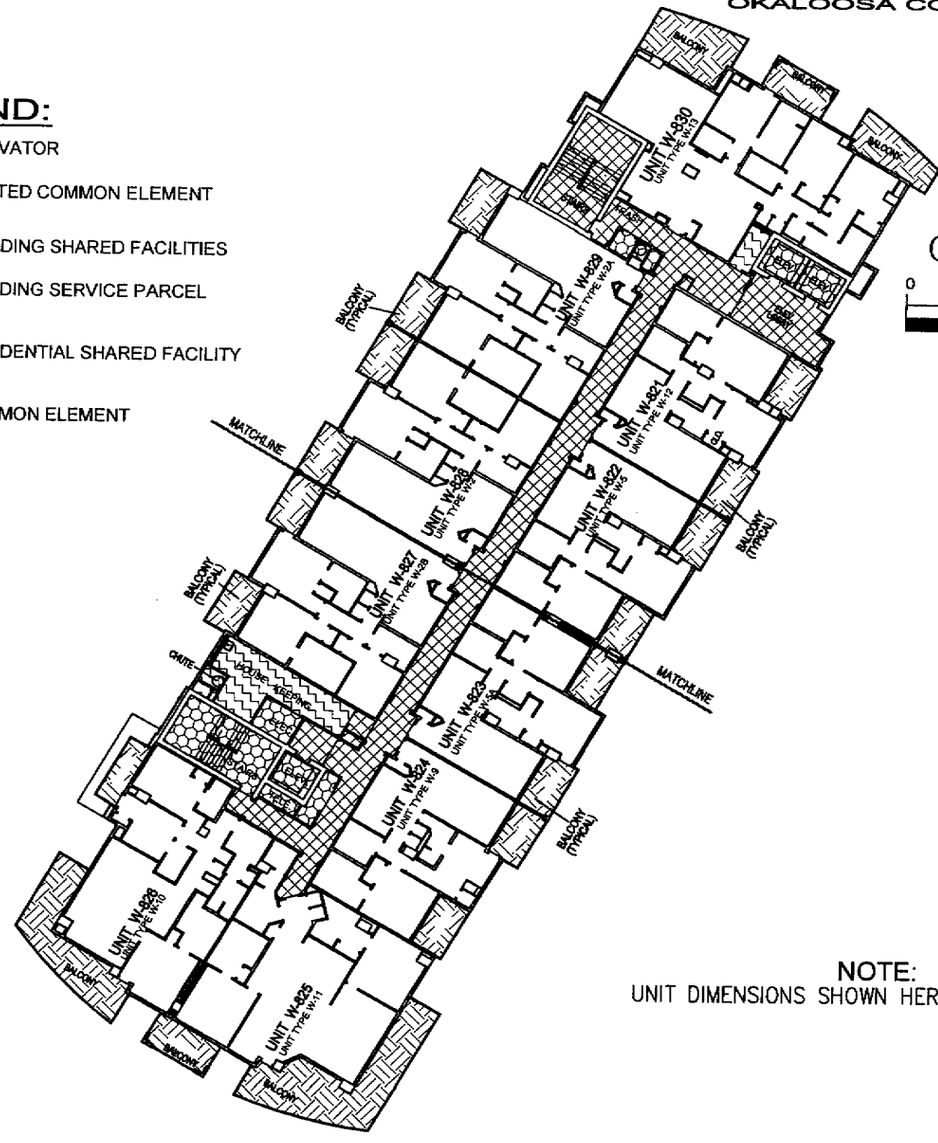
= LIMITED COMMON ELEMENT

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= BUILDING SERVICE PARCEL

= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT



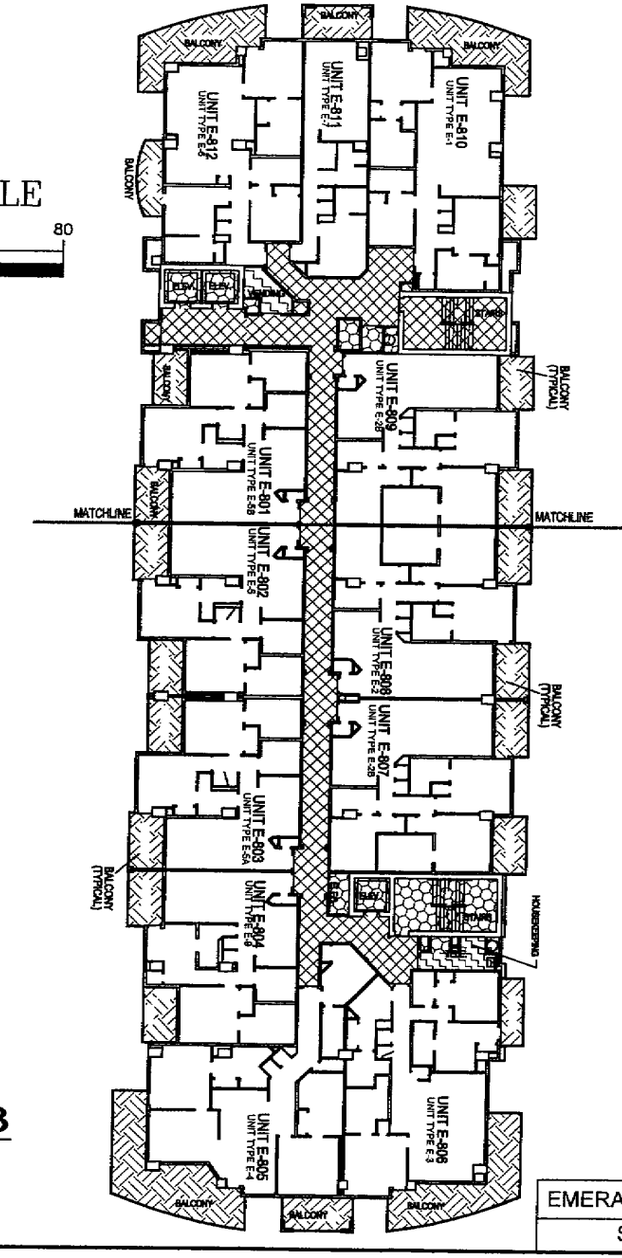
GRAPHIC SCALE

0 20 40 80

(IN FEET)

1 inch = 40 ft.

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±



MASTER PLAN LEVEL 13
TOWER PLAN LEVEL 8
FINISHED FLOOR ELEVATION = 131.00'

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

EMERALD GRANDE TOWERS
SHEET 75 OF 117

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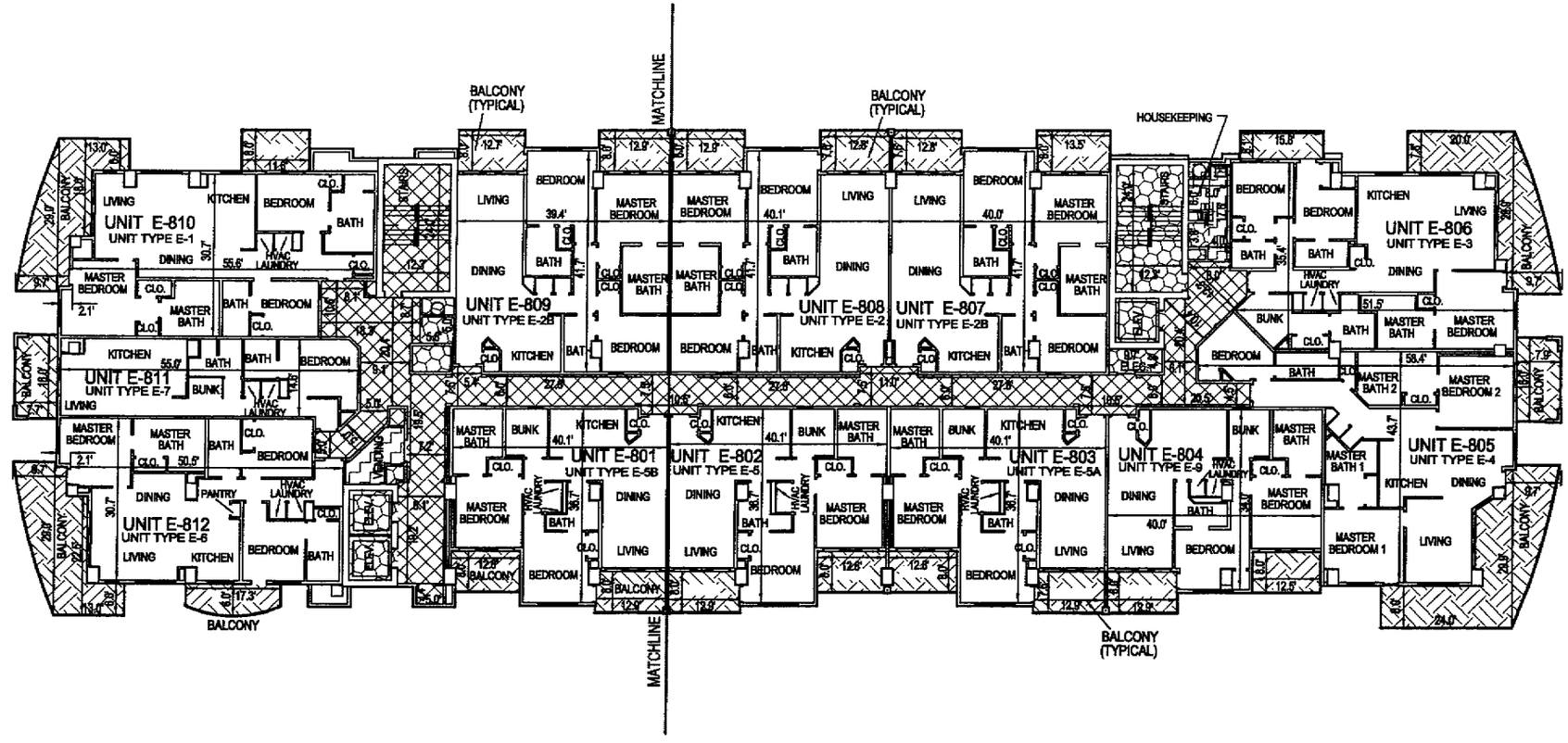
EMERALD GRANDE TOWERS
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 15 30 60

(IN FEET)

1 inch = 30 ft.



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NOTE:
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MASTER PLAN LEVEL 13
TOWER PLAN LEVEL 8 (EAST DETAIL)

FINISHED FLOOR ELEVATION = 131.00'

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

EMERALD GRANDE TOWERS
SHEET 76 OF 117

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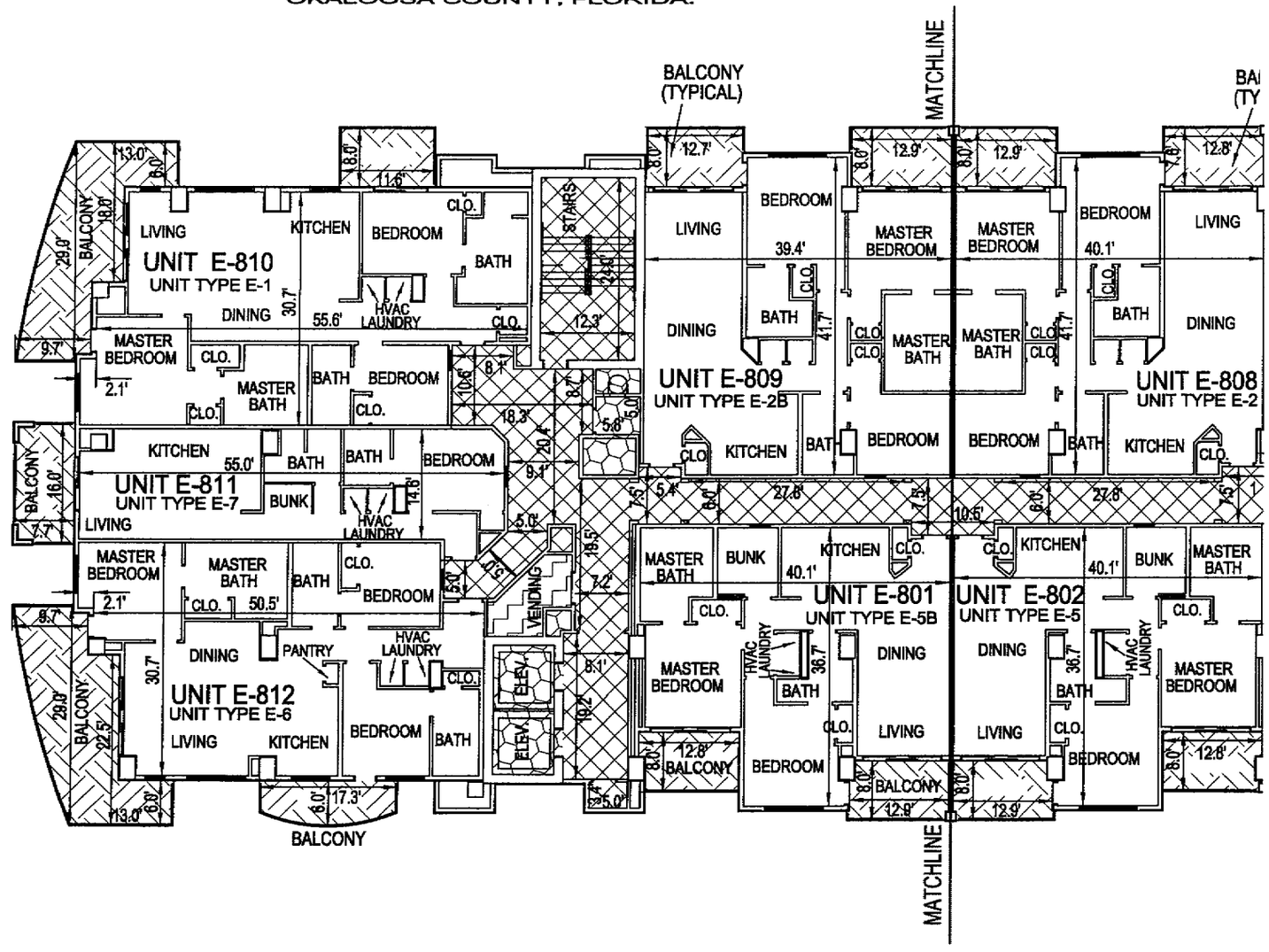
EMERALD GRANDE TOWERS
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 10 20 40

(IN FEET)

1 inch = 20 ft.



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MASTER PLAN LEVEL 13
TOWER PLAN LEVEL 8 (EAST DETAIL)
FINISHED FLOOR ELEVATION = 131.00'

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

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EMERALD GRANDE TOWERS

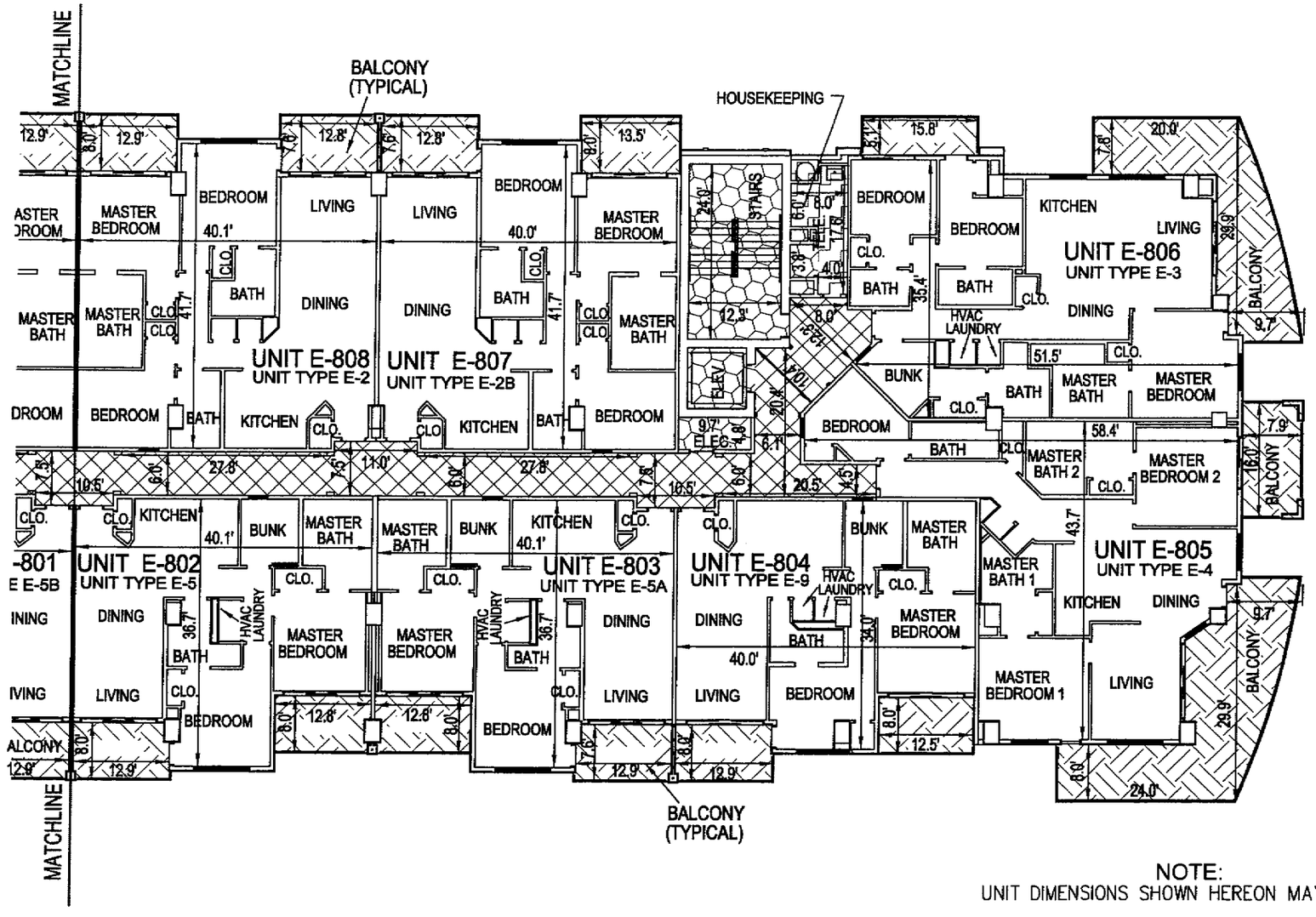
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 10 20 40

(IN FEET)

1 inch = 20 ft.



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MASTER PLAN LEVEL 13

TOWER PLAN LEVEL 8 (EAST DETAIL)

FINISHED FLOOR ELEVATION = 131.00'

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTARR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
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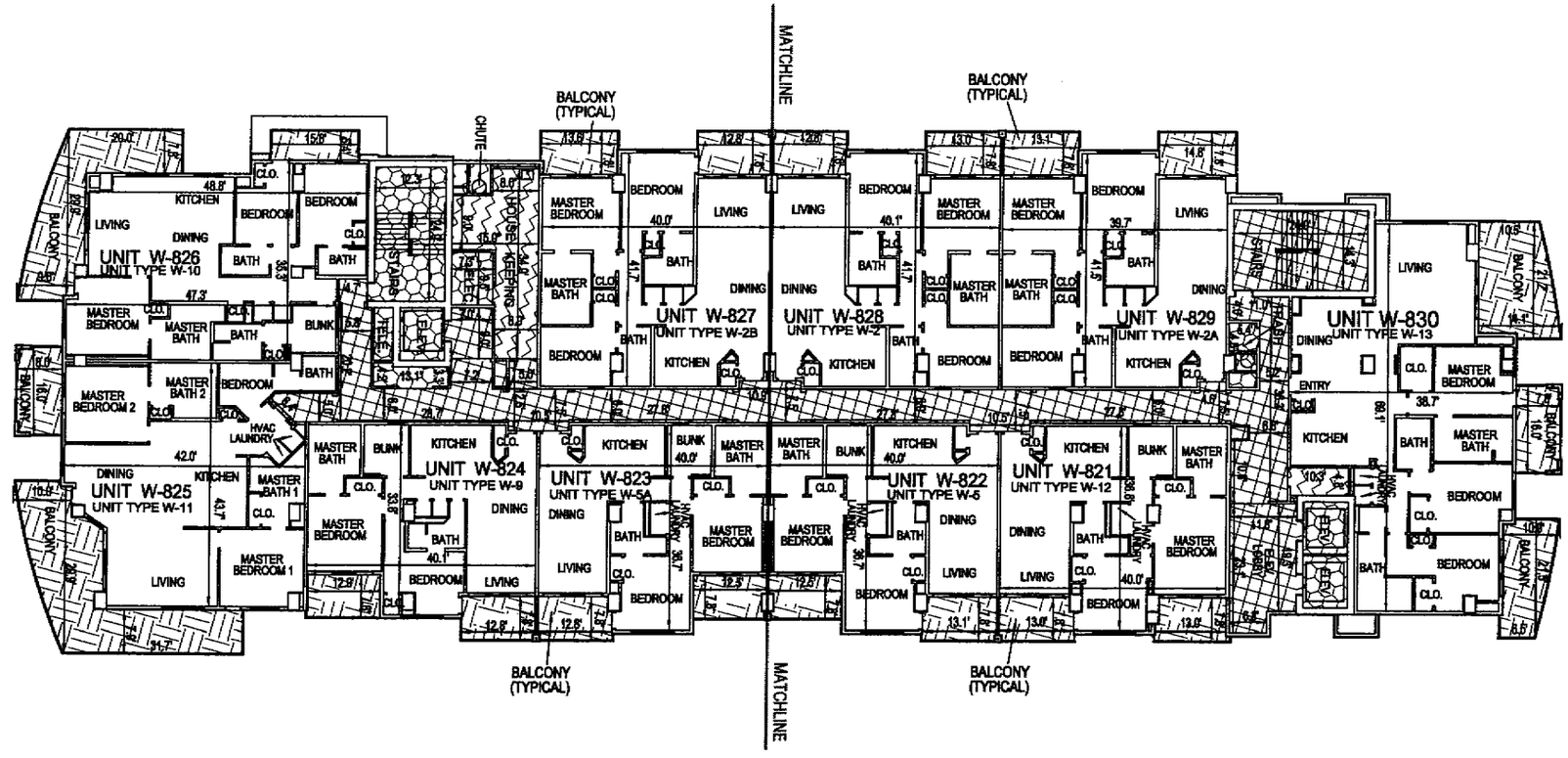
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EMERALD GRANDE TOWERS
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 15 30 60

(IN FEET)
1 inch = 30 ft.



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MASTER PLAN LEVEL 13
TOWER PLAN LEVEL 8 (WEST DETAIL)
FINISHED FLOOR ELEVATION = 131.00'

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

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EMERALD GRANDE TOWERS

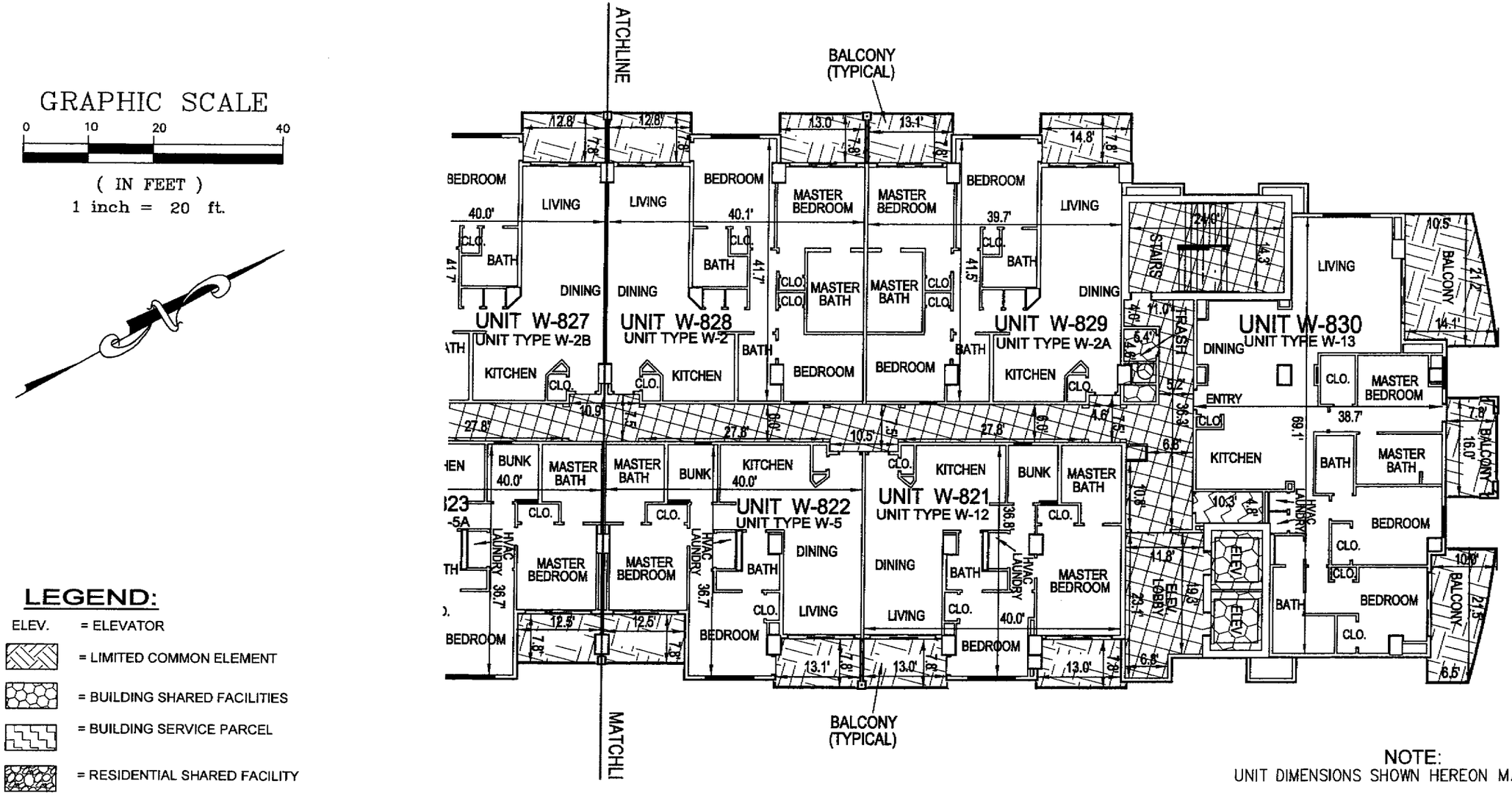
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 10 20 40

(IN FEET)

1 inch = 20 ft.



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MASTER PLAN LEVEL 13

TOWER PLAN LEVEL 8 (WEST DETAIL)

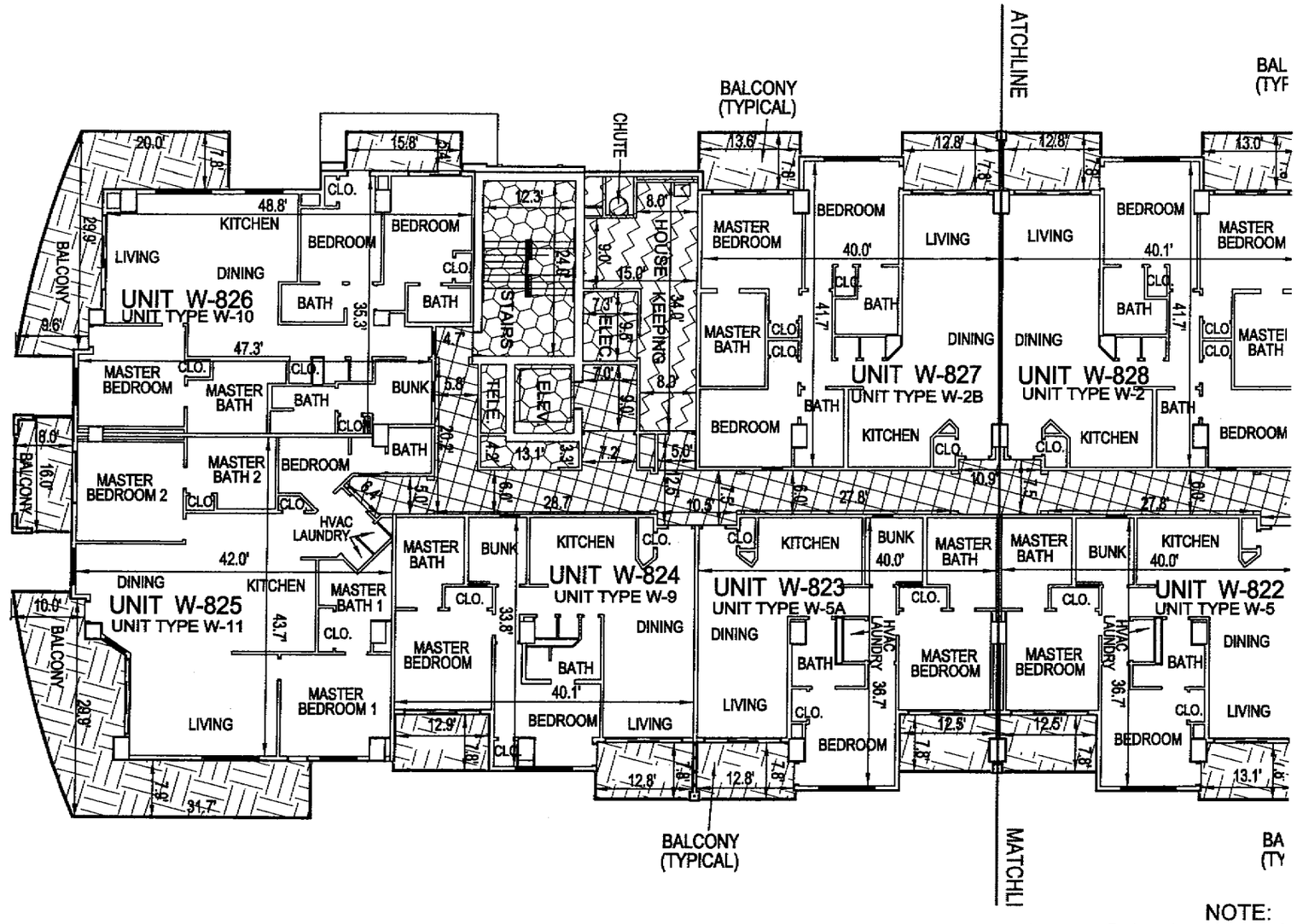
FINISHED FLOOR ELEVATION = 131.00'

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTARR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
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EMERALD GRANDE TOWERS
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE
0 10 20 40
(IN FEET)
1 inch = 20 ft.



NOTE:
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MASTER PLAN LEVEL 13
TOWER PLAN LEVEL 8 (WEST DETAIL)
FINISHED FLOOR ELEVATION = 131.00'

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

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EMERALD GRANDE TOWERS

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

LEGEND:

ELEV. = ELEVATOR

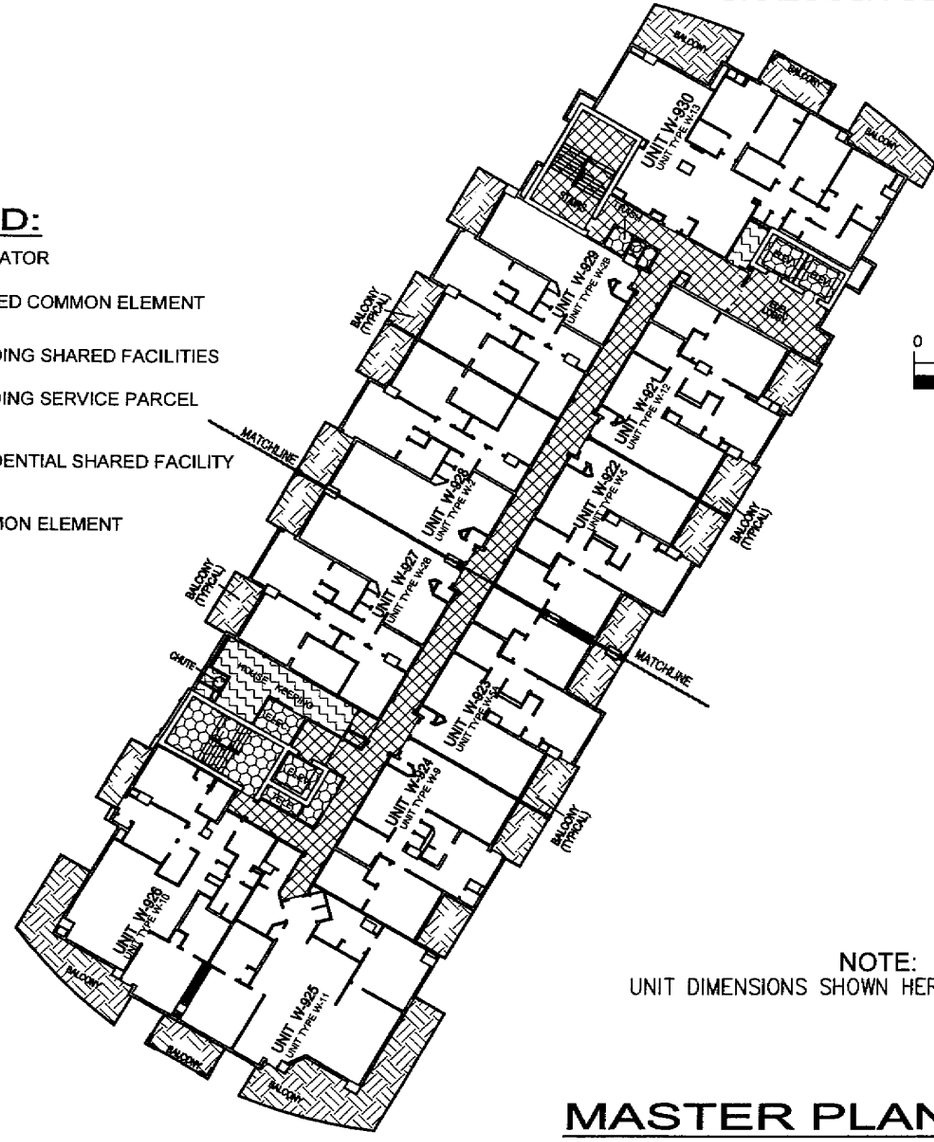
= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

= BUILDING SERVICE PARCEL

= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT



GRAPHIC SCALE

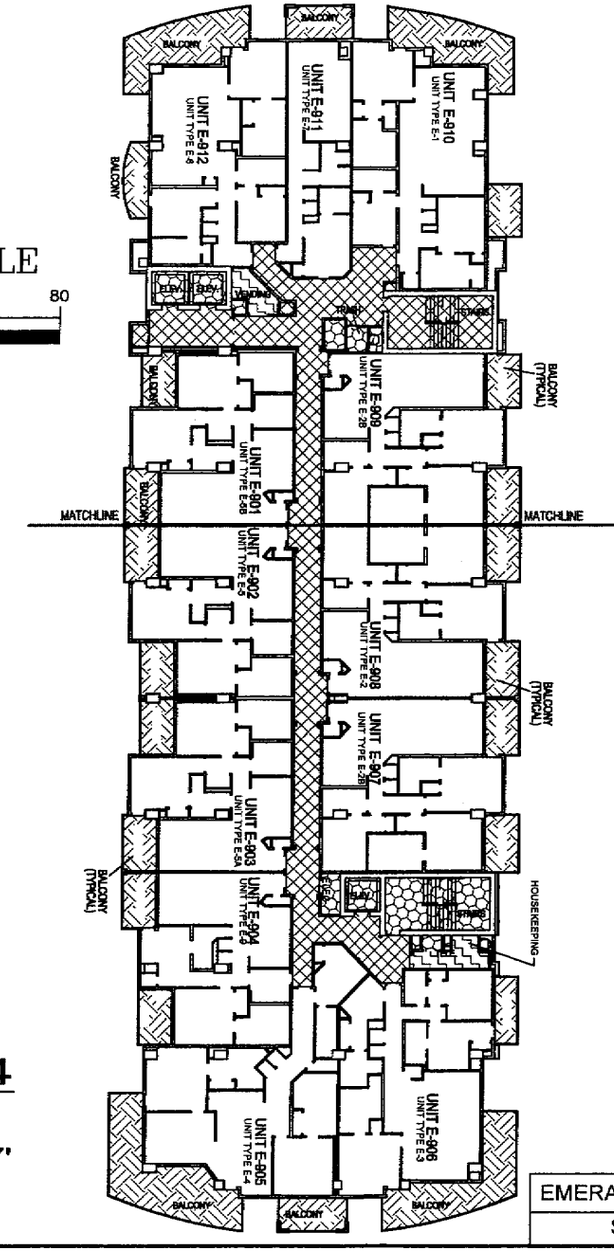
0 20 40 80

(IN FEET)

1 inch = 40 ft.



NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±



MASTER PLAN LEVEL 14
TOWER PLAN LEVEL 9
FINISHED FLOOR ELEVATION = 140.67'

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

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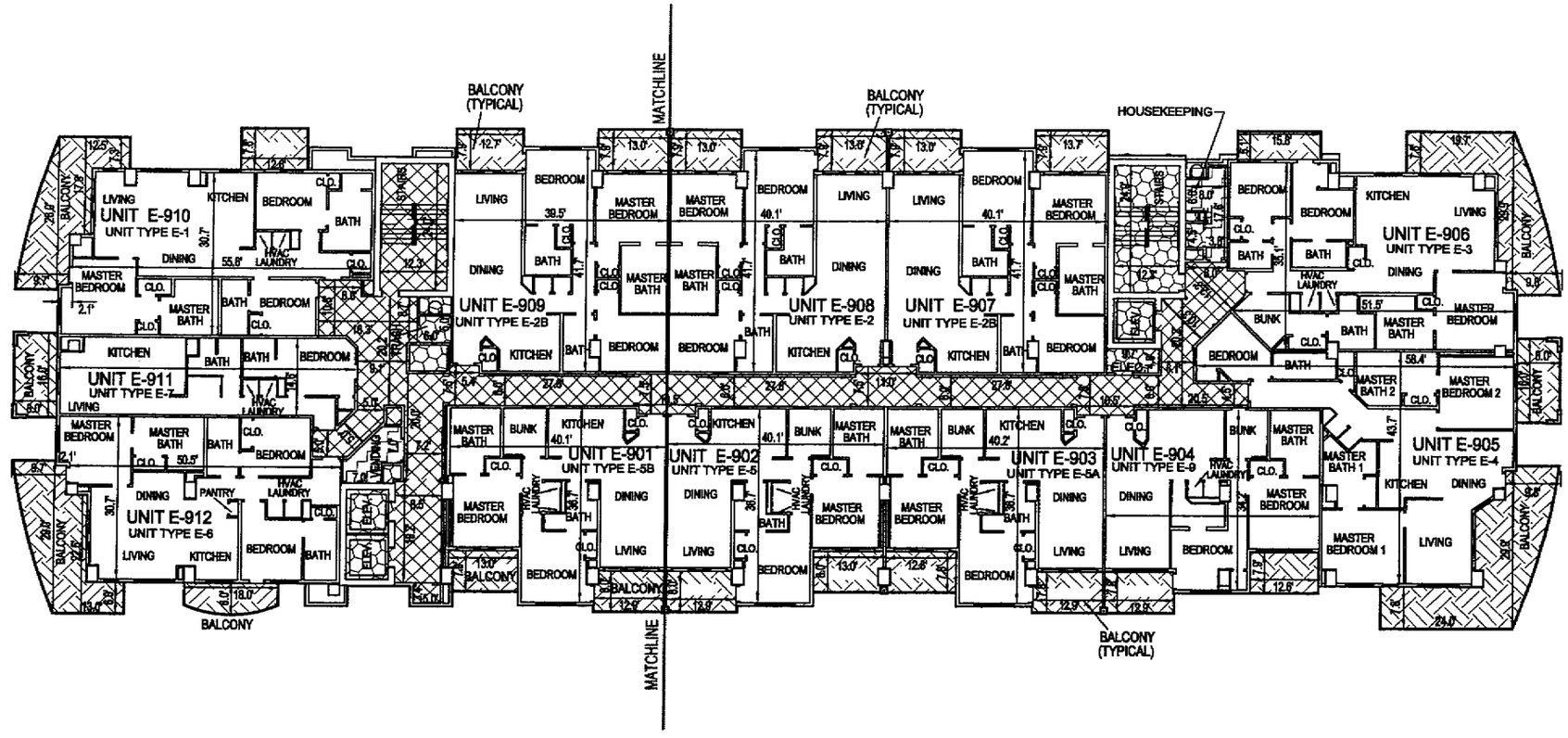
EMERALD GRANDE TOWERS
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 15 30 60

(IN FEET)

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

FINISHED FLOOR ELEVATION = 140.67'

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

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BK: 2784 PG: 1340

EMERALD GRANDE TOWERS

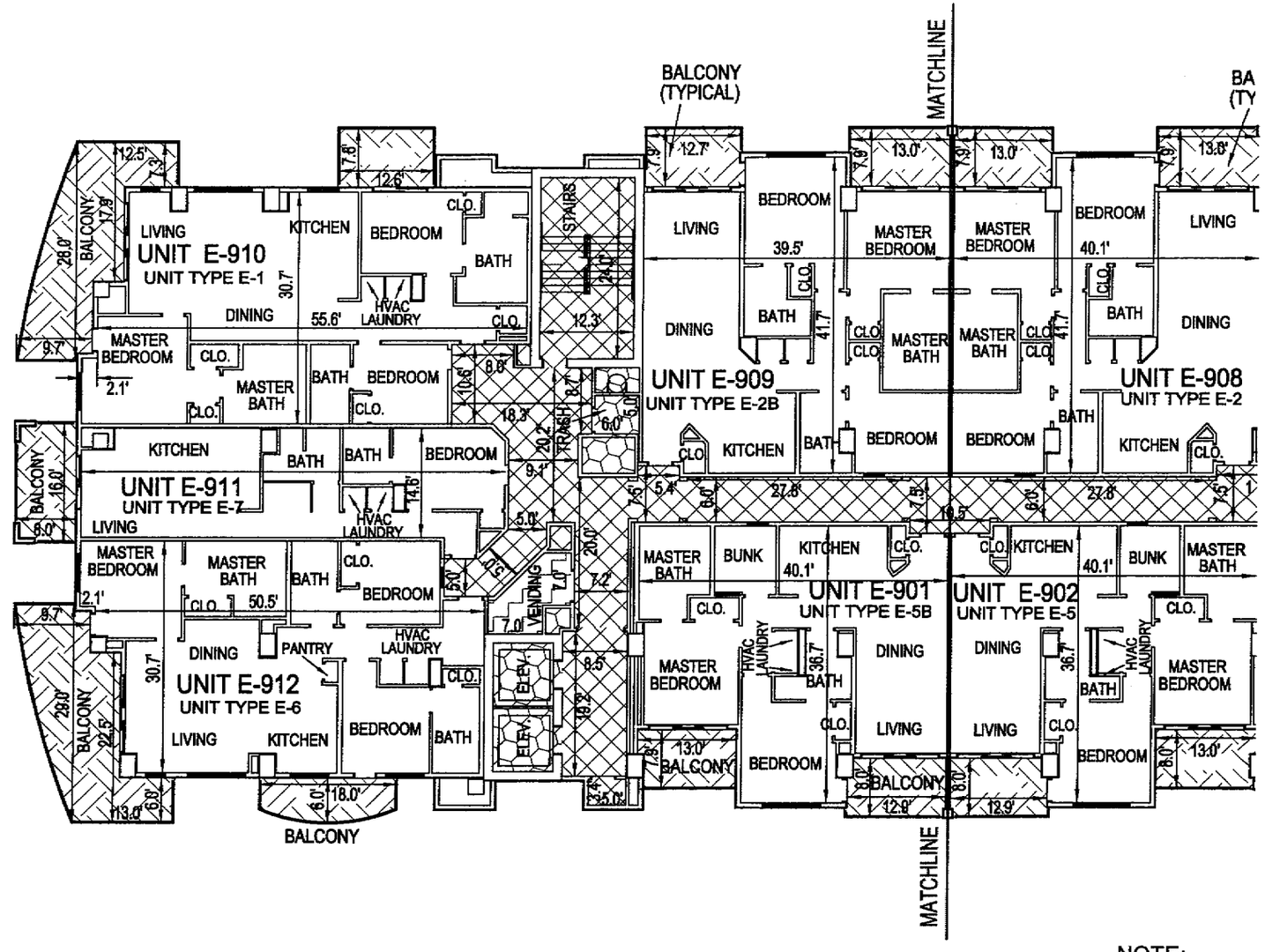
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 10 20 40

(IN FEET)

1 inch = 20 ft.



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= BUILDING SERVICE PARCEL

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MASTER PLAN LEVEL 14

TOWER PLAN LEVEL 9 (EAST DETAIL)

FINISHED FLOOR ELEVATION = 140.67'

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

EMERALD GRANDE TOWERS
SHEET 84 OF 117

G:\PLAT\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRANDE_TOWERS.dwg, 5/15/2007 5:57:37 AM, Mike

EMERALD GRANDE TOWERS

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

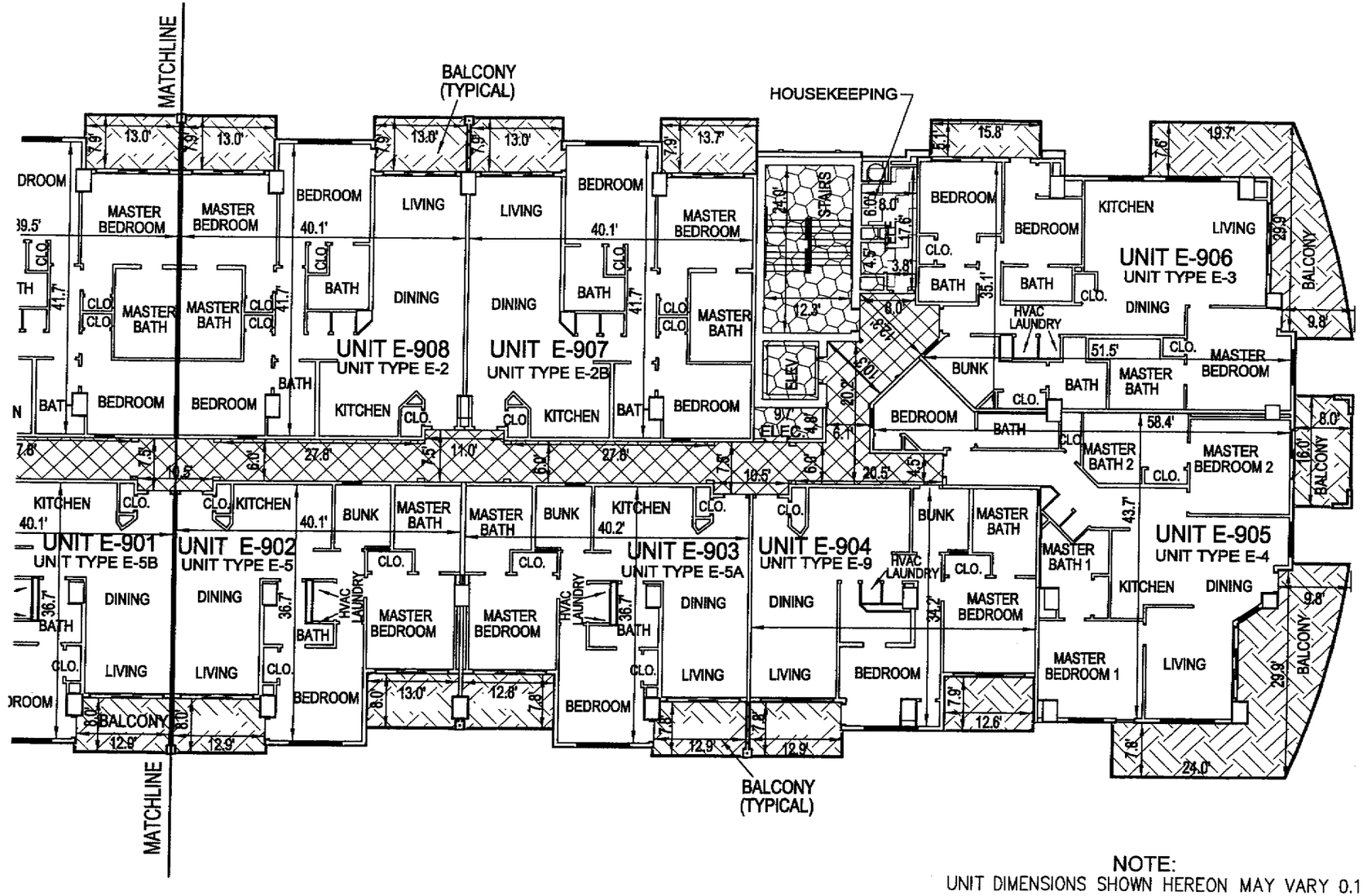
GRAPHIC SCALE

0 10 20 40

(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 14

TOWER PLAN LEVEL 9 (EAST DETAIL)

FINISHED FLOOR ELEVATION = 140.67'

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

G:\PLAT\01\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRANDE_TOWERS.dwg, 5/15/2007 5:57:42 AM, Mike

BK: 2784 PG: 1342

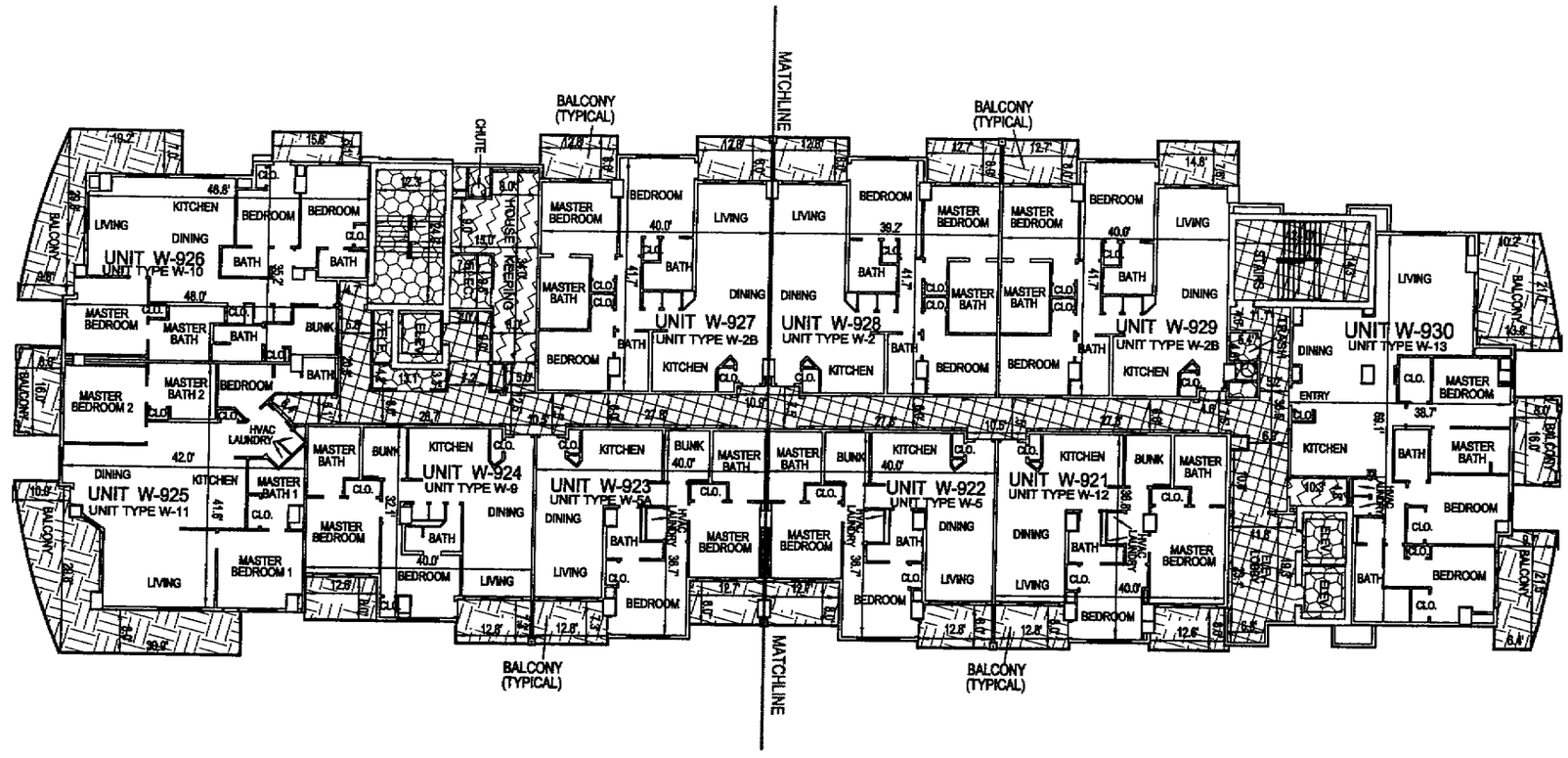
EMERALD GRANDE TOWERS

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

GRAPHIC SCALE

0 15 30 60

(IN FEET)
1 inch = 30 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 14
TOWER PLAN LEVEL 9 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 140.67'

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

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BK: 2784 PG: 1343

EMERALD GRANDE TOWERS

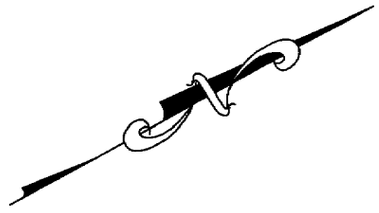
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

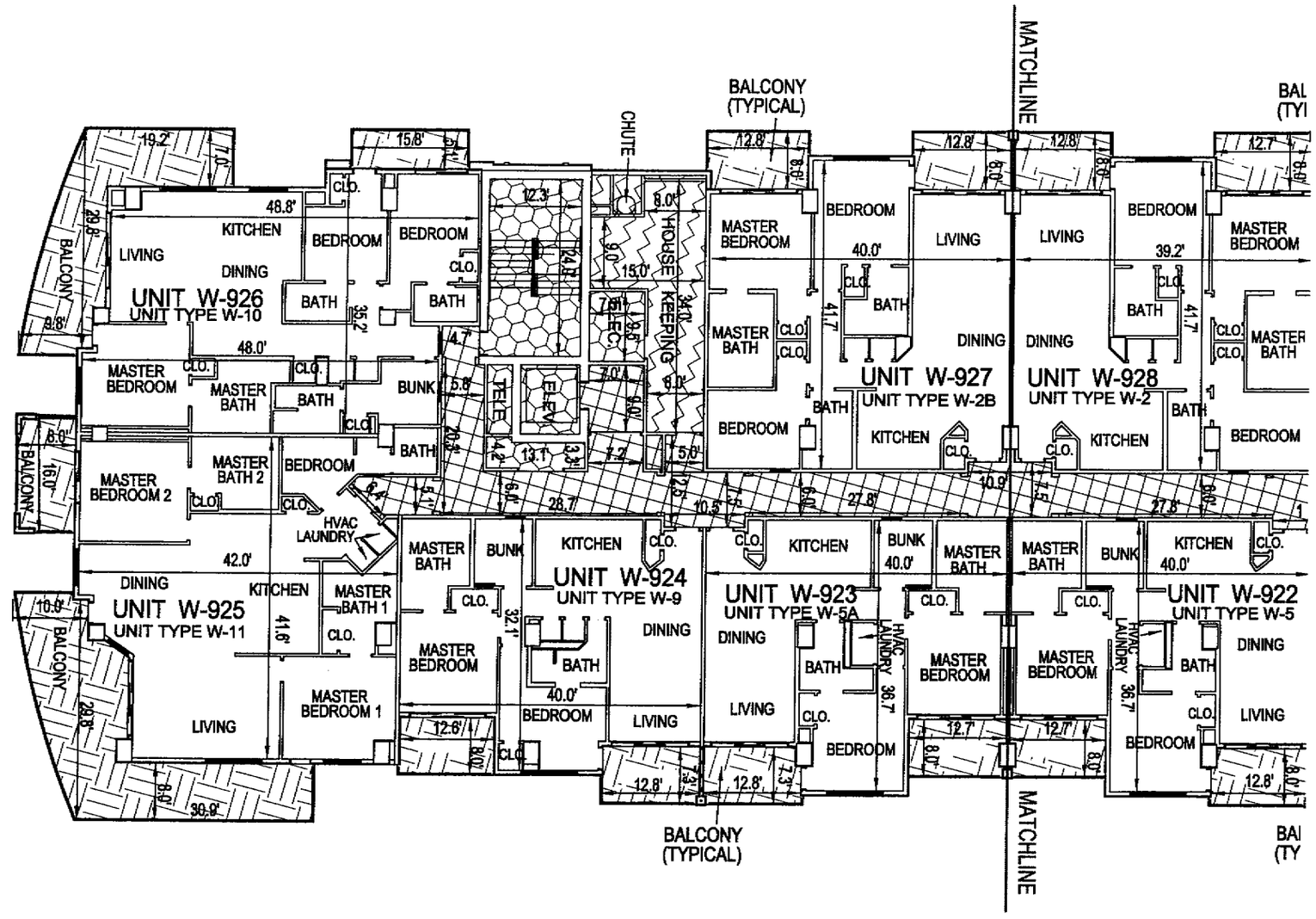
GRAPHIC SCALE

0 10 20 40

(IN FEET)

1 inch = 20 ft.





LEGEND:

ELEV. = ELEVATOR

= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

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= COMMON ELEMENT

NOTE:
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MASTER PLAN LEVEL 14

TOWER PLAN LEVEL 9 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 140.67'

EMERALD COAST ASSOCIATES, INC.
4536 GULFSTARR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
FILE: G:/PLAT/EMERALD_GRANDE_TOWERS_CONDOMINIUM\01-254CO.DWG

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EMERALD GRANDE TOWERS

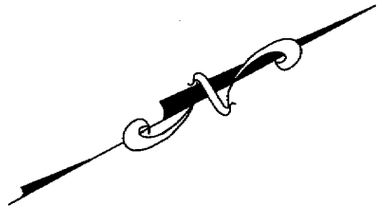
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

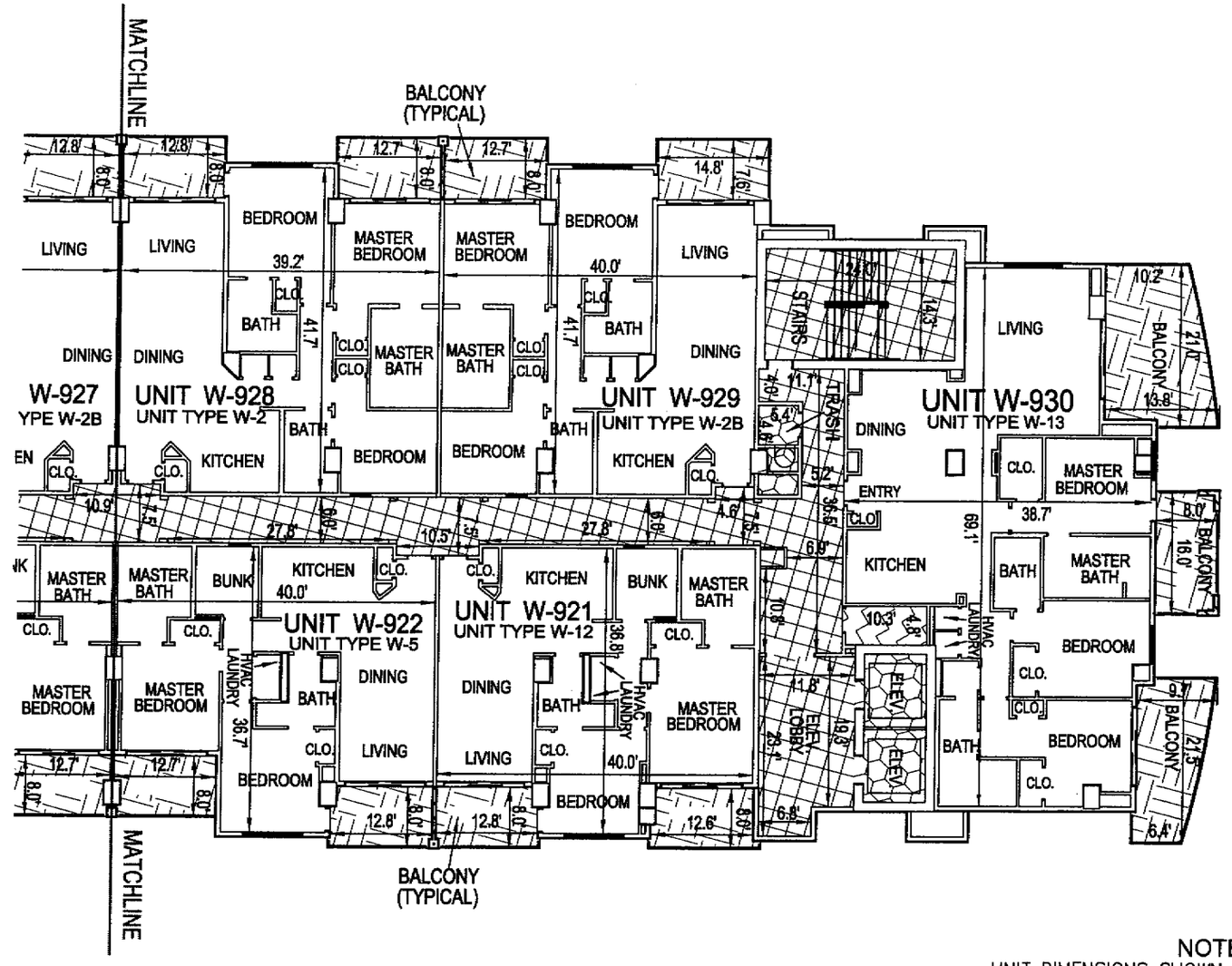
GRAPHIC SCALE

0 10 20 40

(IN FEET)

1 inch = 20 ft.





NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

LEGEND:

ELEV. = ELEVATOR

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= BUILDING SERVICE PARCEL

= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT

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

MASTER PLAN LEVEL 14

TOWER PLAN LEVEL 9 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 140.67'

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EMERALD GRANDE TOWERS

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

LEGEND:

ELEV. = ELEVATOR

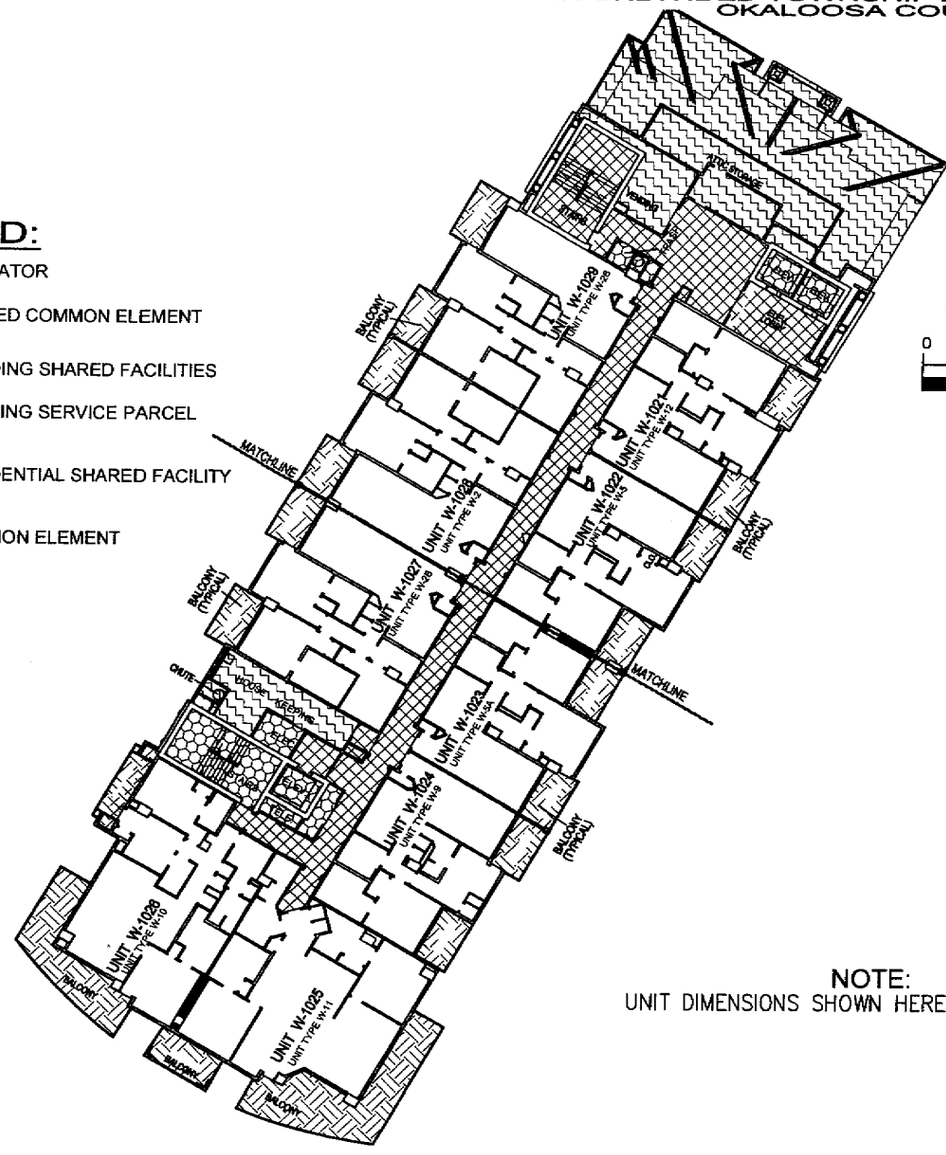
= LIMITED COMMON ELEMENT

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= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT



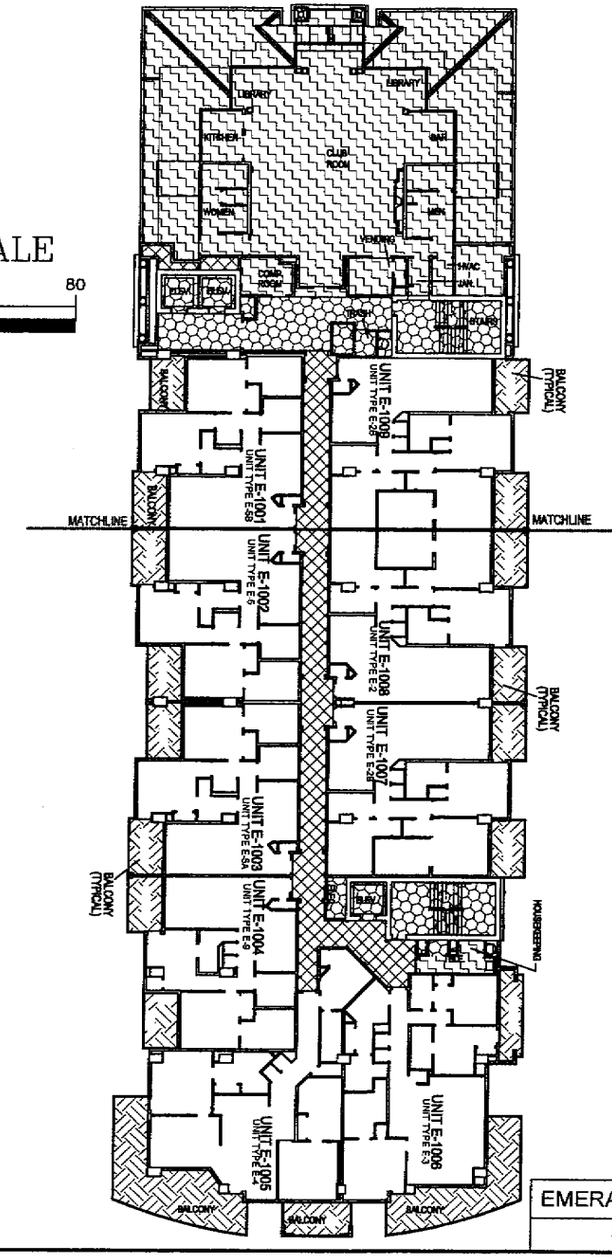
GRAPHIC SCALE

0 20 40 80

(IN FEET)

1 inch = 40 ft.

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±



MASTER PLAN LEVEL 15
TOWER PLAN LEVEL 10
FINISHED FLOOR ELEVATION = 150.33'

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

EMERALD GRANDE TOWERS

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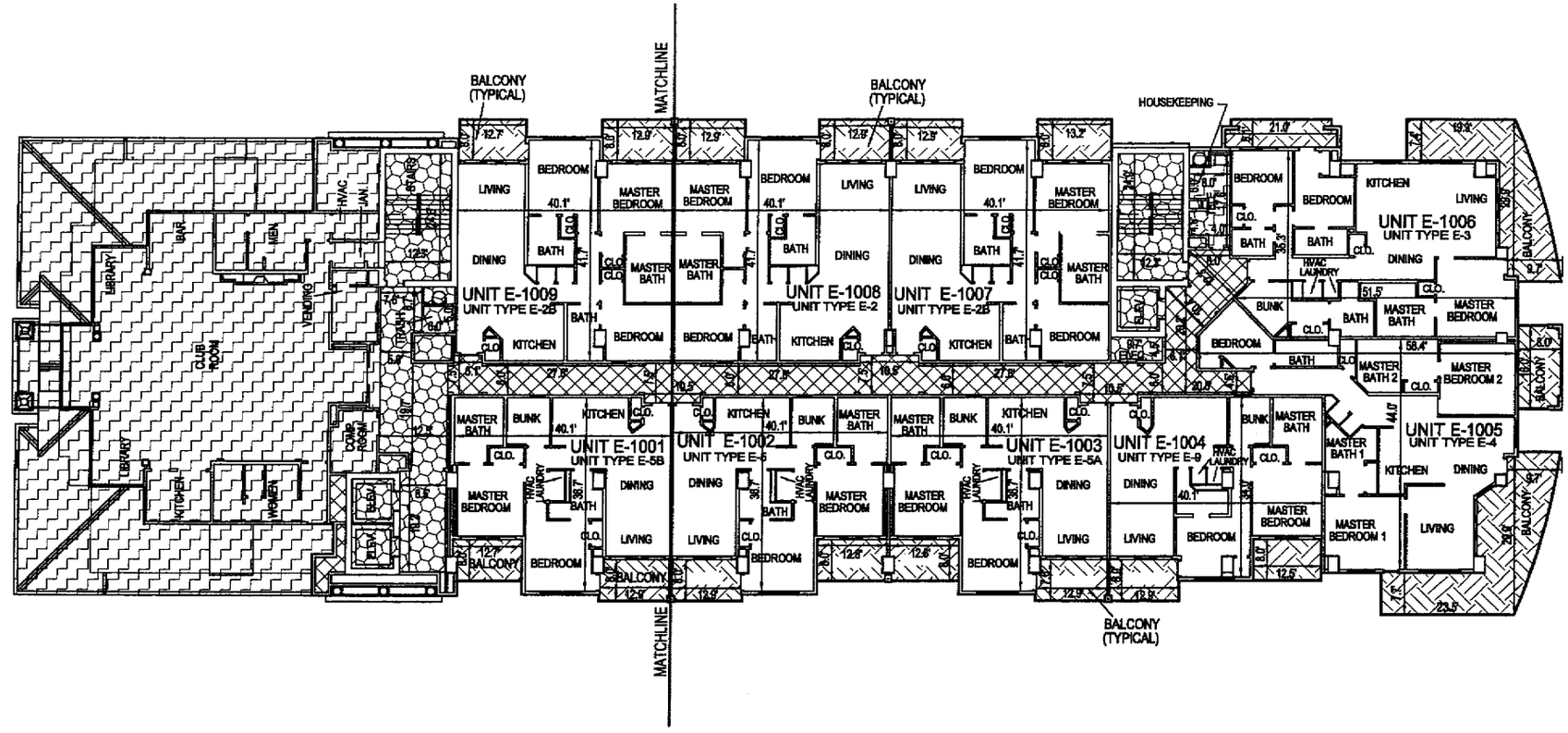
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EMERALD GRANDE TOWERS
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 15 30 60

(IN FEET)
1 inch = 30 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 15
TOWER PLAN LEVEL 10 (EAST DETAIL)
FINISHED FLOOR ELEVATION = 150.33'

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

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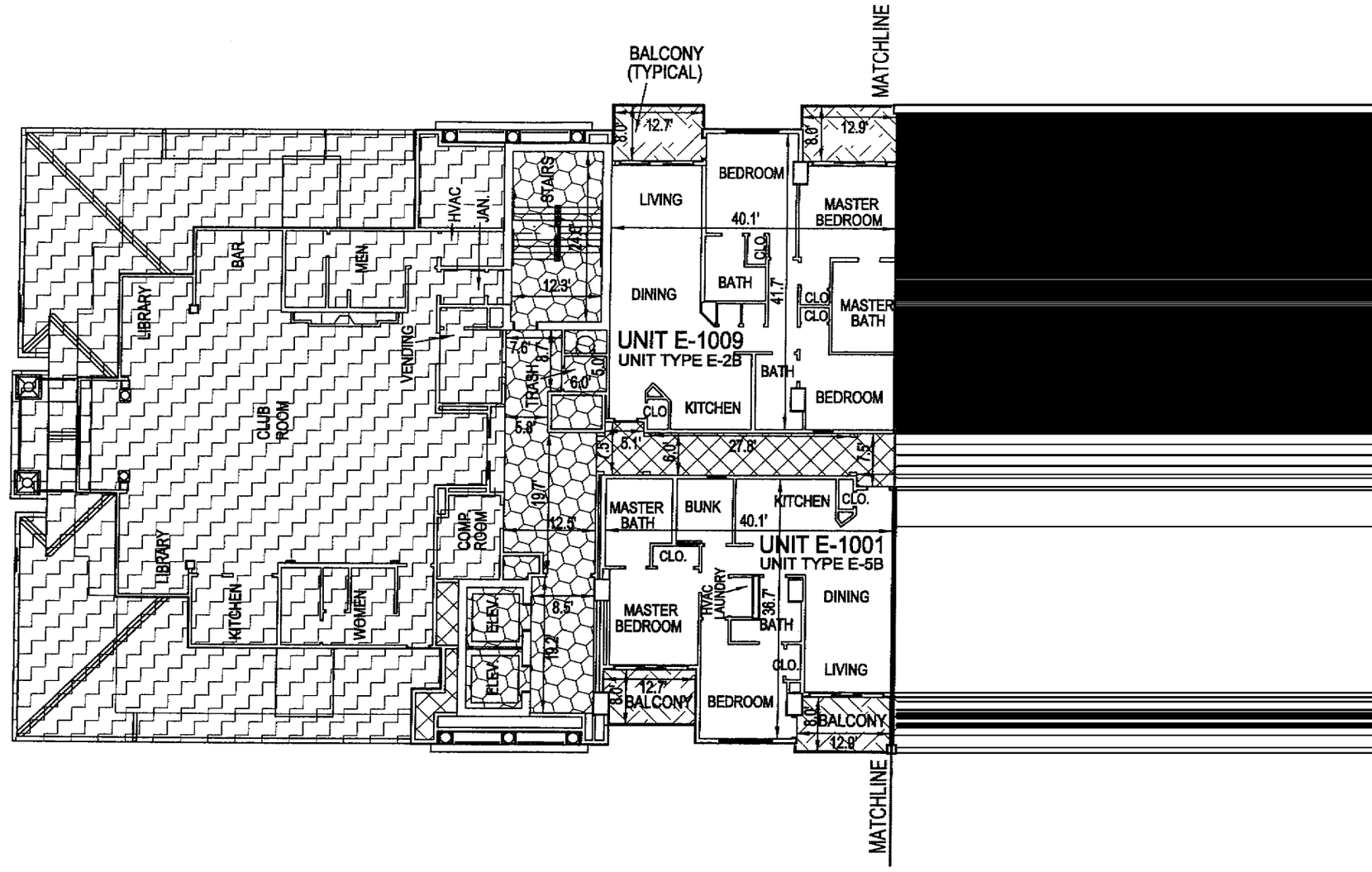
EMERALD GRANDE TOWERS
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 10 20 40

(IN FEET)
1 inch = 20 ft.





LEGEND:

ELEV. = ELEVATOR

= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

= BUILDING SERVICE PARCEL

= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT

MASTER PLAN LEVEL 1

TOWER PLAN LEVEL 10 (EAST

FINISHED FLOOR ELEVATION = 150.33

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

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EMERALD GRANDE TOWERS

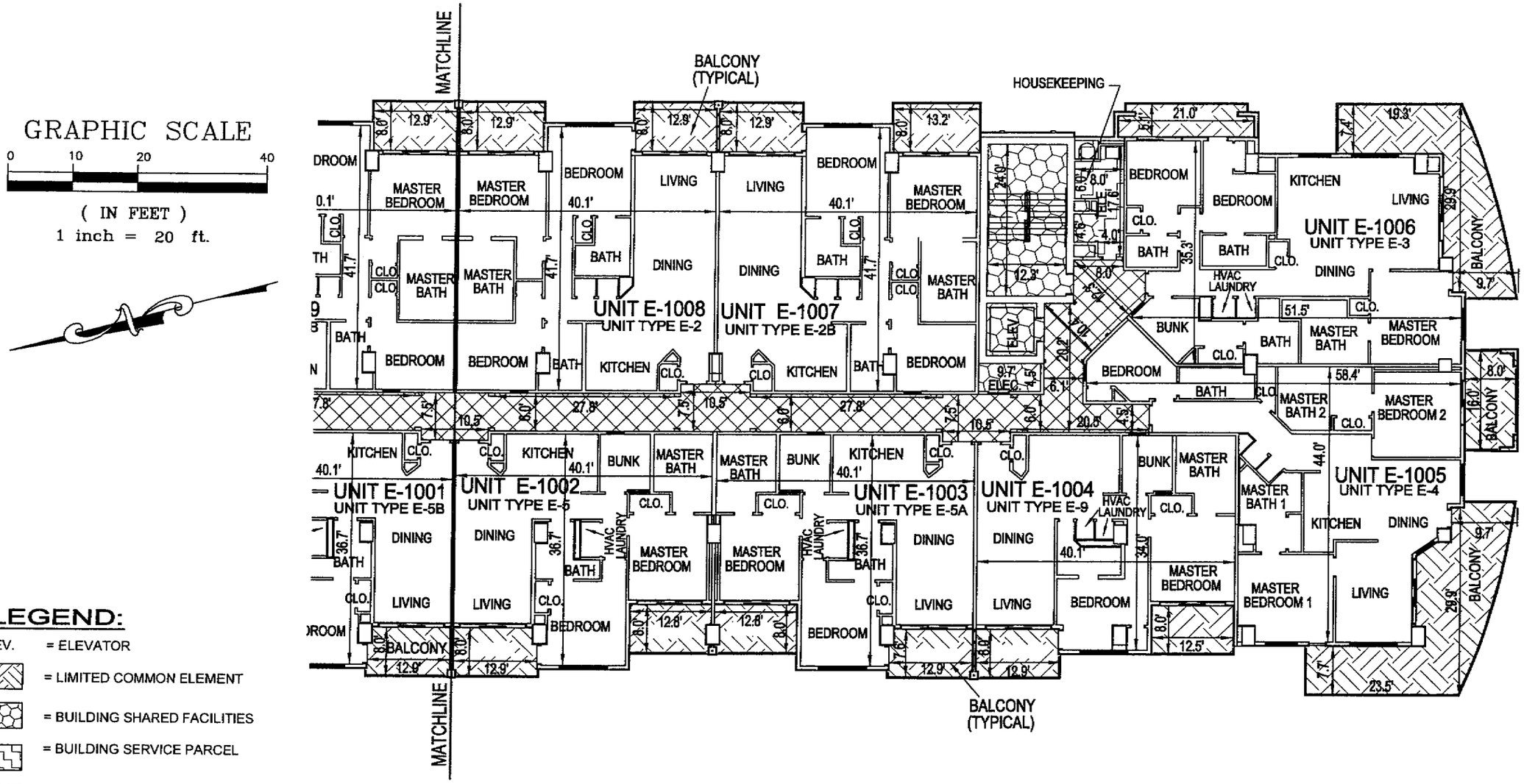
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 10 20 40

(IN FEET)

1 inch = 20 ft.



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NOTE:
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MASTER PLAN LEVEL 15

TOWER PLAN LEVEL 10 (EAST DETAIL)

FINISHED FLOOR ELEVATION = 150.33'

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

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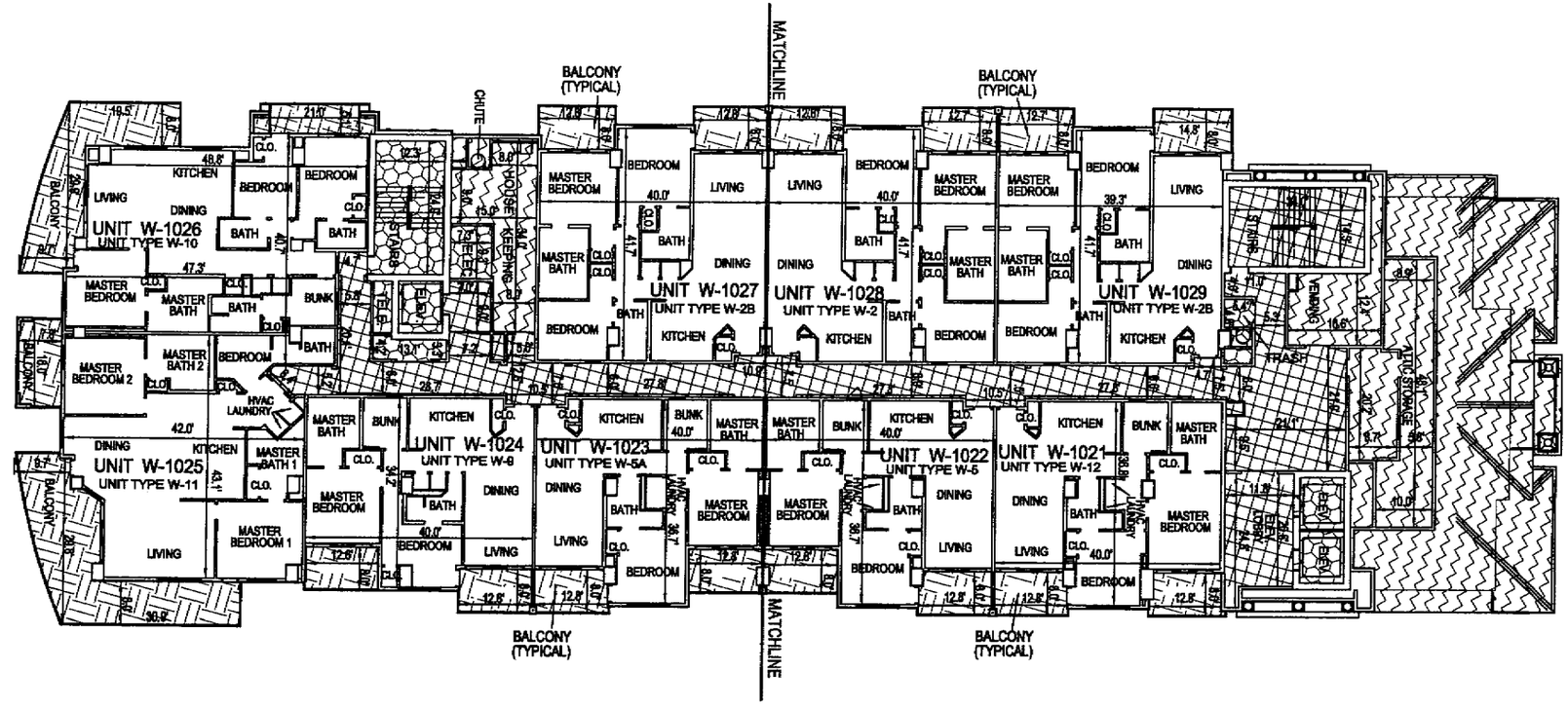
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EMERALD GRANDE TOWERS
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 15 30 60

(IN FEET)
1 inch = 30 ft.



LEGEND:

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= BUILDING SHARED FACILITIES

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= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT

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MASTER PLAN LEVEL 15
TOWER PLAN LEVEL 10 (WEST DETAIL)
FINISHED FLOOR ELEVATION = 150.33'

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

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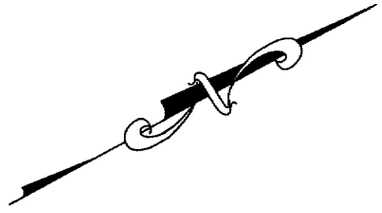
EMERALD GRANDE TOWERS

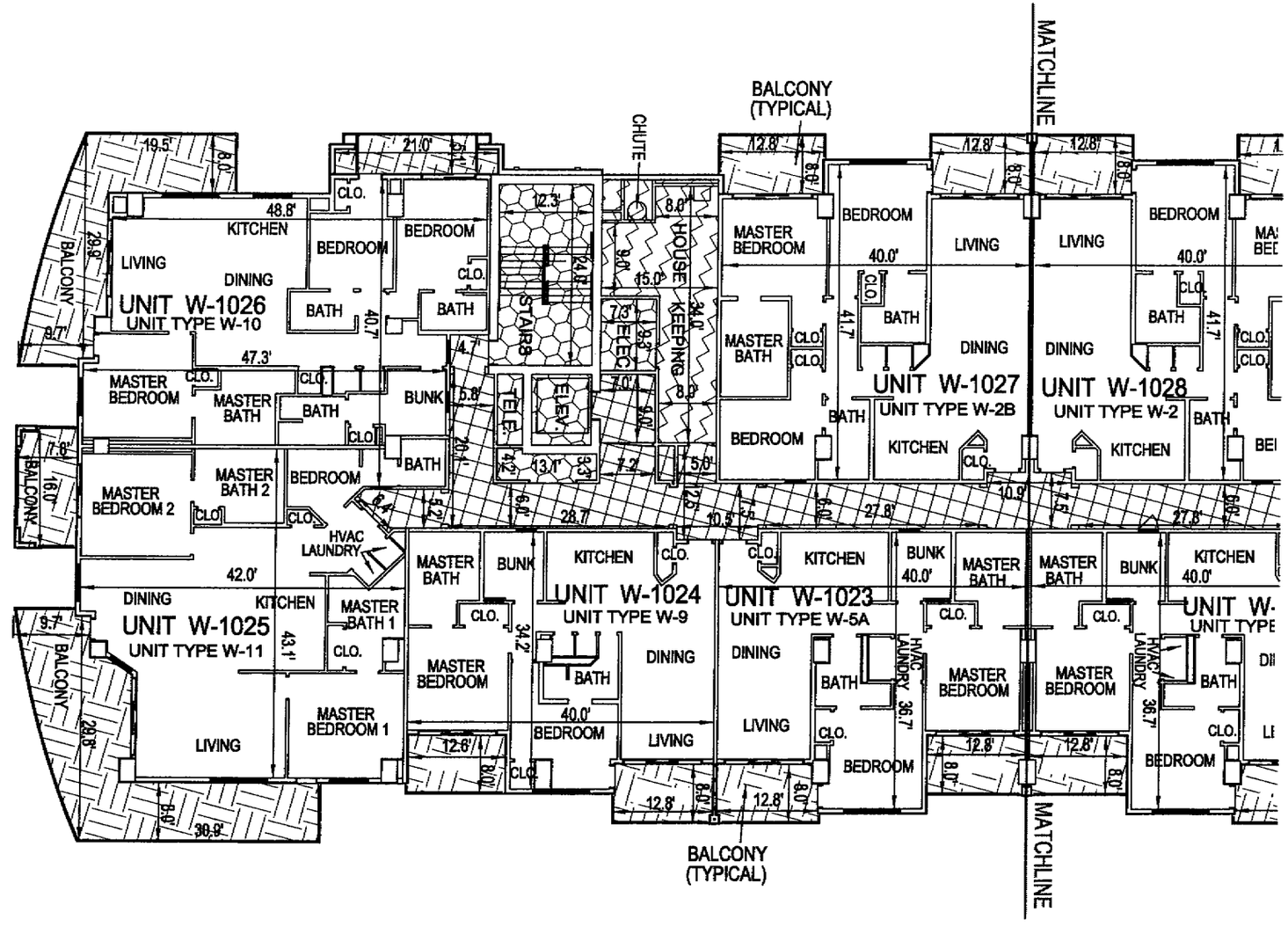
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 10 20 40

(IN FEET)
1 inch = 20 ft.





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= BUILDING SHARED FACILITIES

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MASTER PLAN LEVEL 15

TOWER PLAN LEVEL 10 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 150.33'

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

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EMERALD GRANDE TOWERS

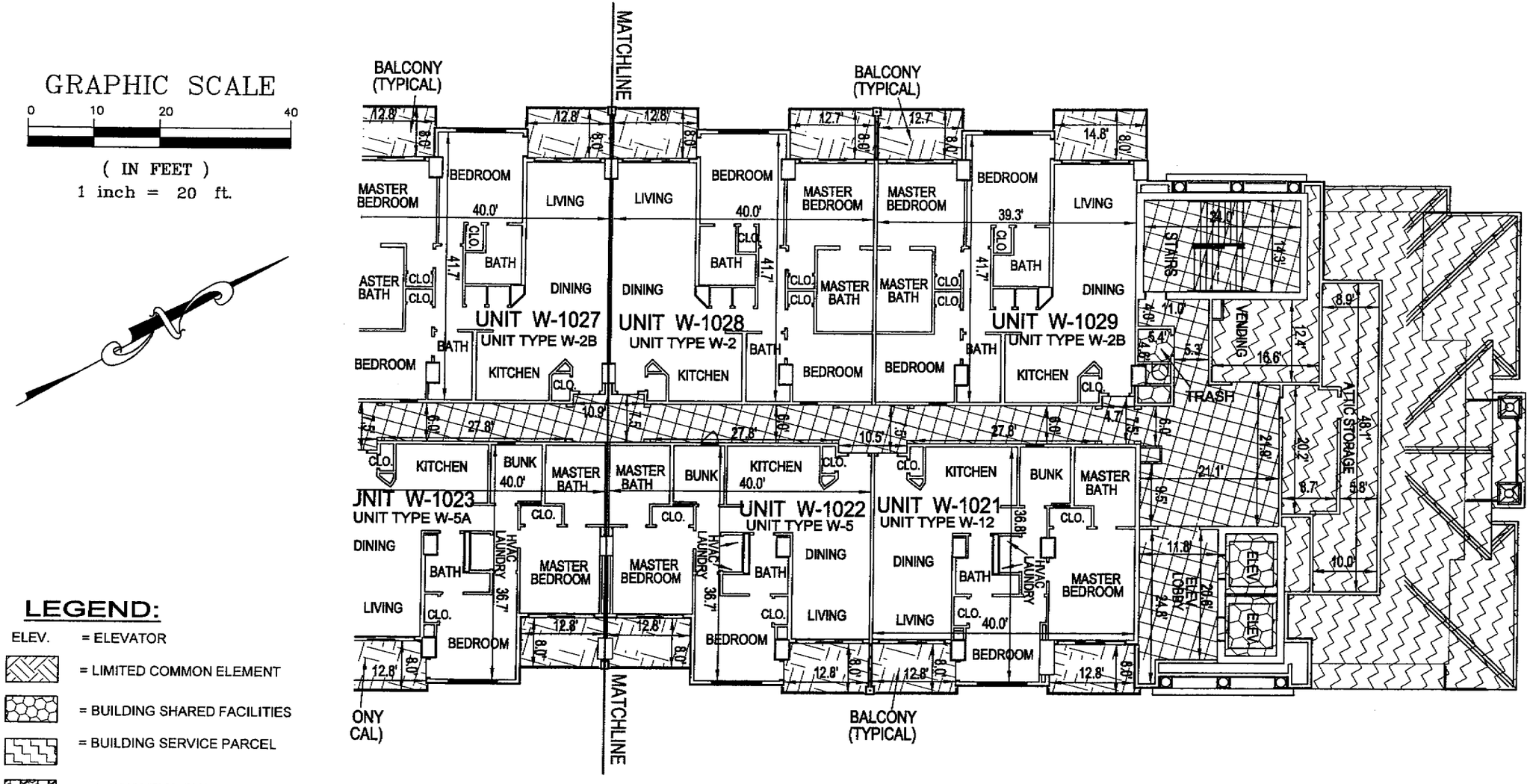
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 10 20 40

(IN FEET)

1 inch = 20 ft.



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MASTER PLAN LEVEL 15

TOWER PLAN LEVEL 10 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 150.33'

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

EMERALD GRANDE TOWERS
SHEET 95 OF 117

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BK: 2784 PG: 1352

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

LEGEND:

ELEV. = ELEVATOR

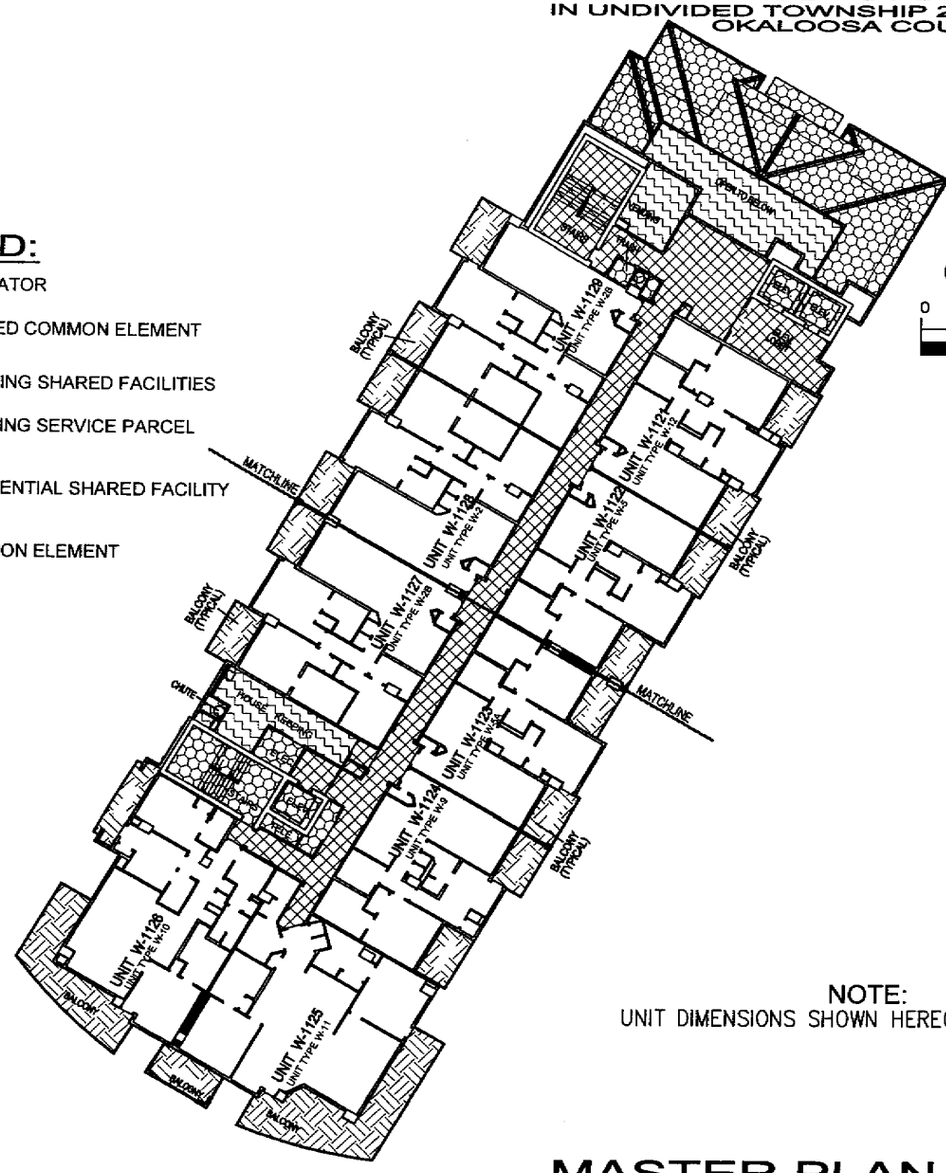
= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

= BUILDING SERVICE PARCEL

= RESIDENTIAL SHARED FACILITY

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GRAPHIC SCALE

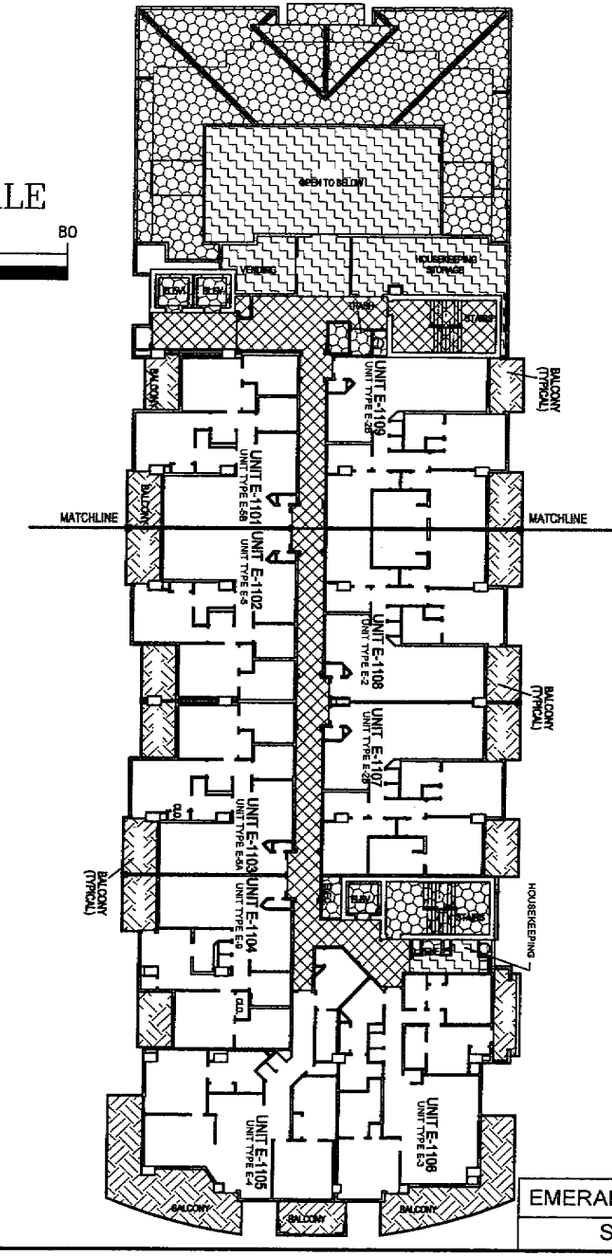
0 20 40 80

(IN FEET)

1 inch = 40 ft.



NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±



MASTER PLAN LEVEL 16
TOWER PLAN LEVEL 11
FINISHED FLOOR ELEVATION = 160.00'

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

EMERALD GRANDE TOWERS
SHEET 96 OF 117

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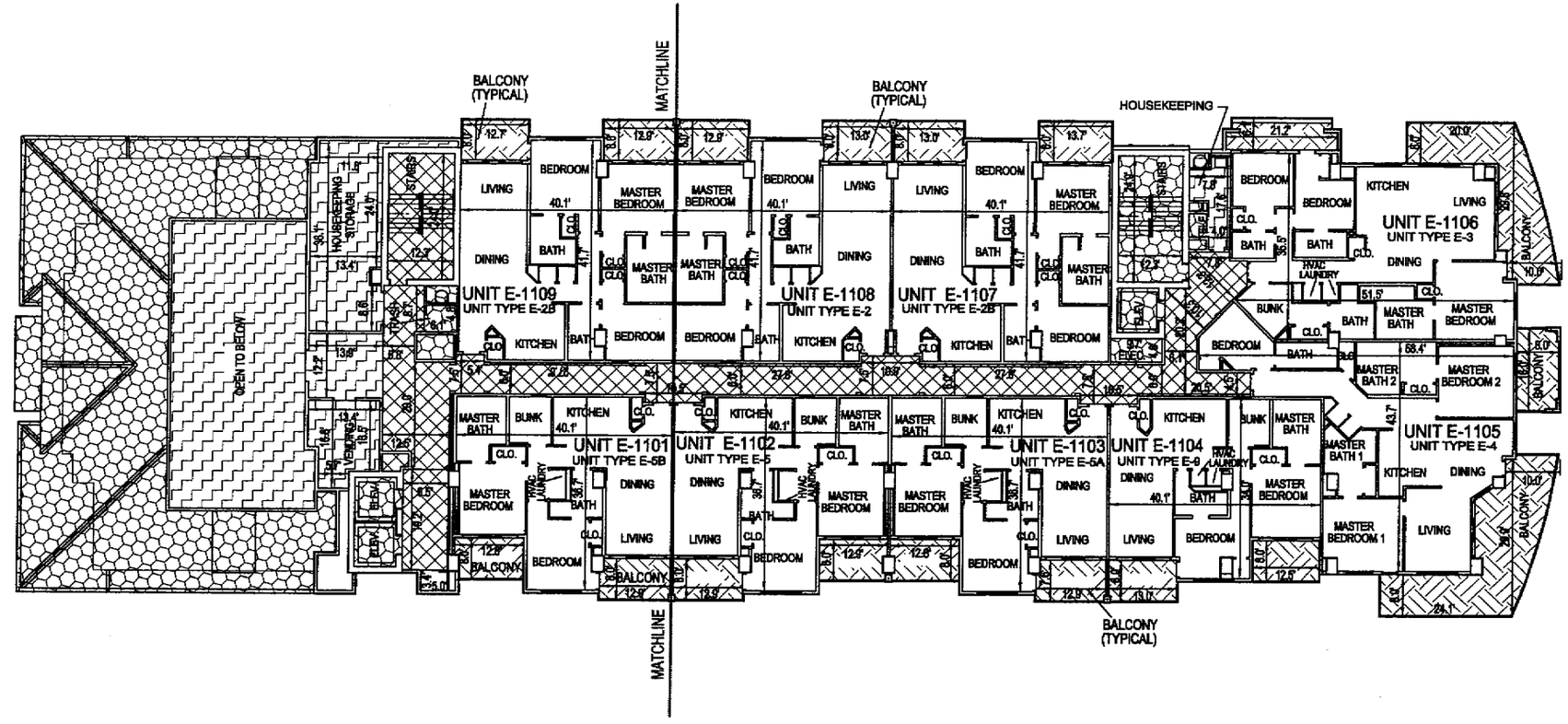
EMERALD GRANDE TOWERS
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 15 30 60

(IN FEET)

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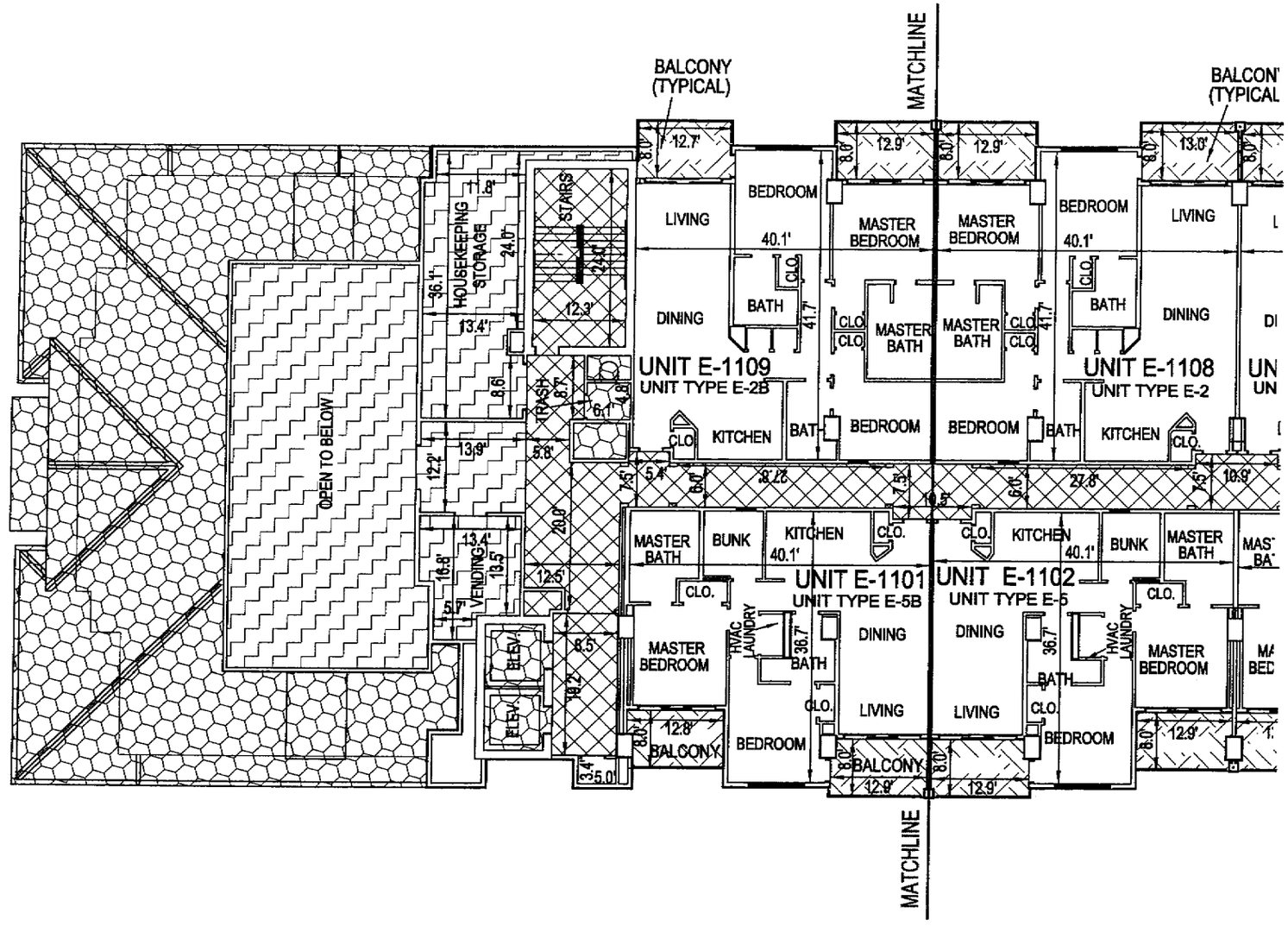
MASTER PLAN LEVEL 16
TOWER PLAN LEVEL 11 (EAST DETAIL)
FINISHED FLOOR ELEVATION = 160.00'

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

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

GRAPHIC SCALE
0 10 20 40
(IN FEET)
1 inch = 20 ft.



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= COMMON ELEMENT

NOTE:
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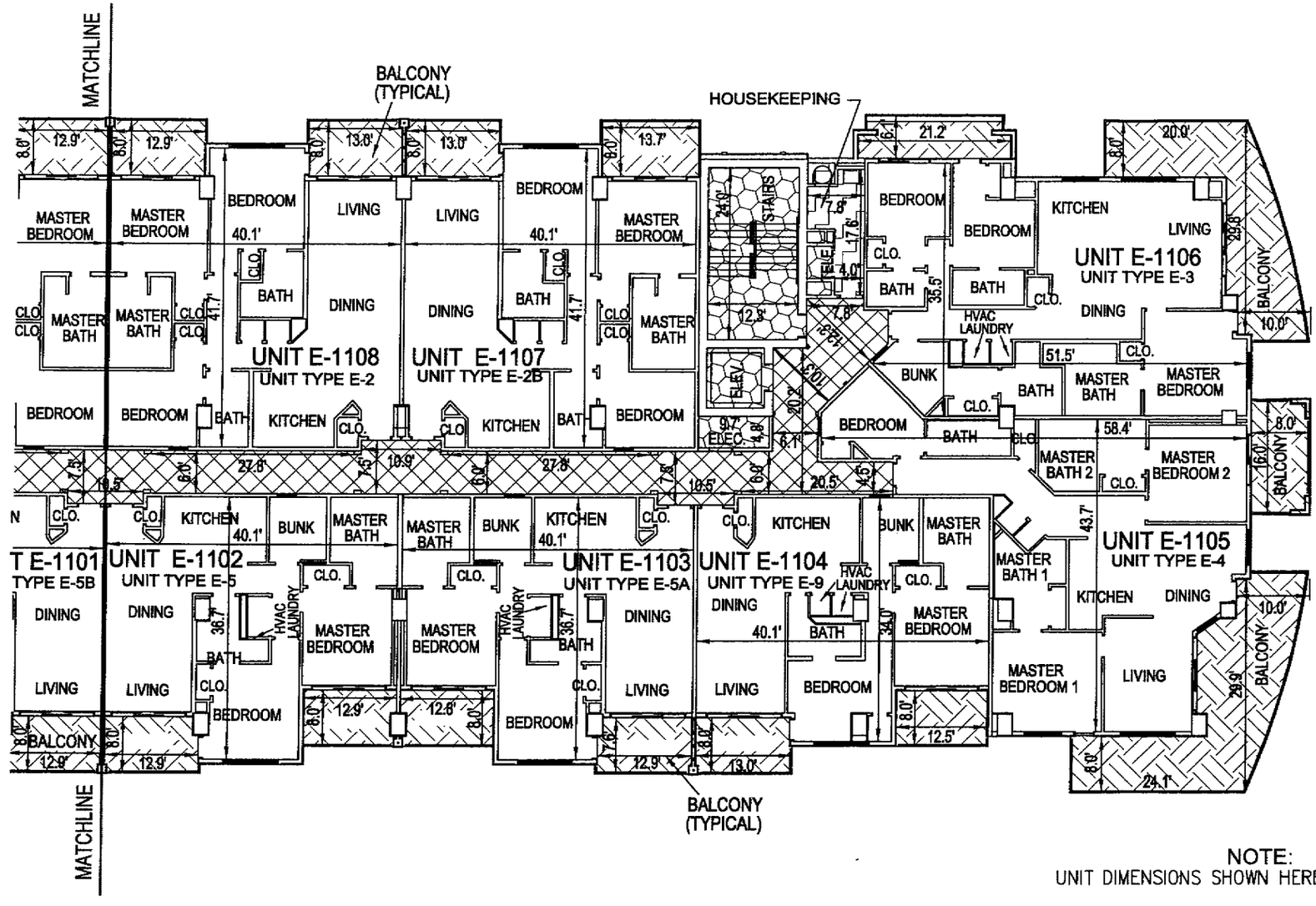
MASTER PLAN LEVEL 16
TOWER PLAN LEVEL 11 (EAST DETAIL)
FINISHED FLOOR ELEVATION = 160.00'

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTARR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
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BK: 2784 PG: 1355

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

GRAPHIC SCALE
0 10 20 40
(IN FEET)
1 inch = 20 ft.



NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

LEGEND:

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= BUILDING SERVICE PARCEL
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MASTER PLAN LEVEL 16
TOWER PLAN LEVEL 11 (EAST DETAIL)
FINISHED FLOOR ELEVATION = 160.00'

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTARR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
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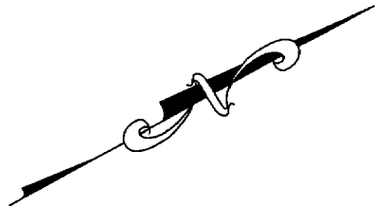
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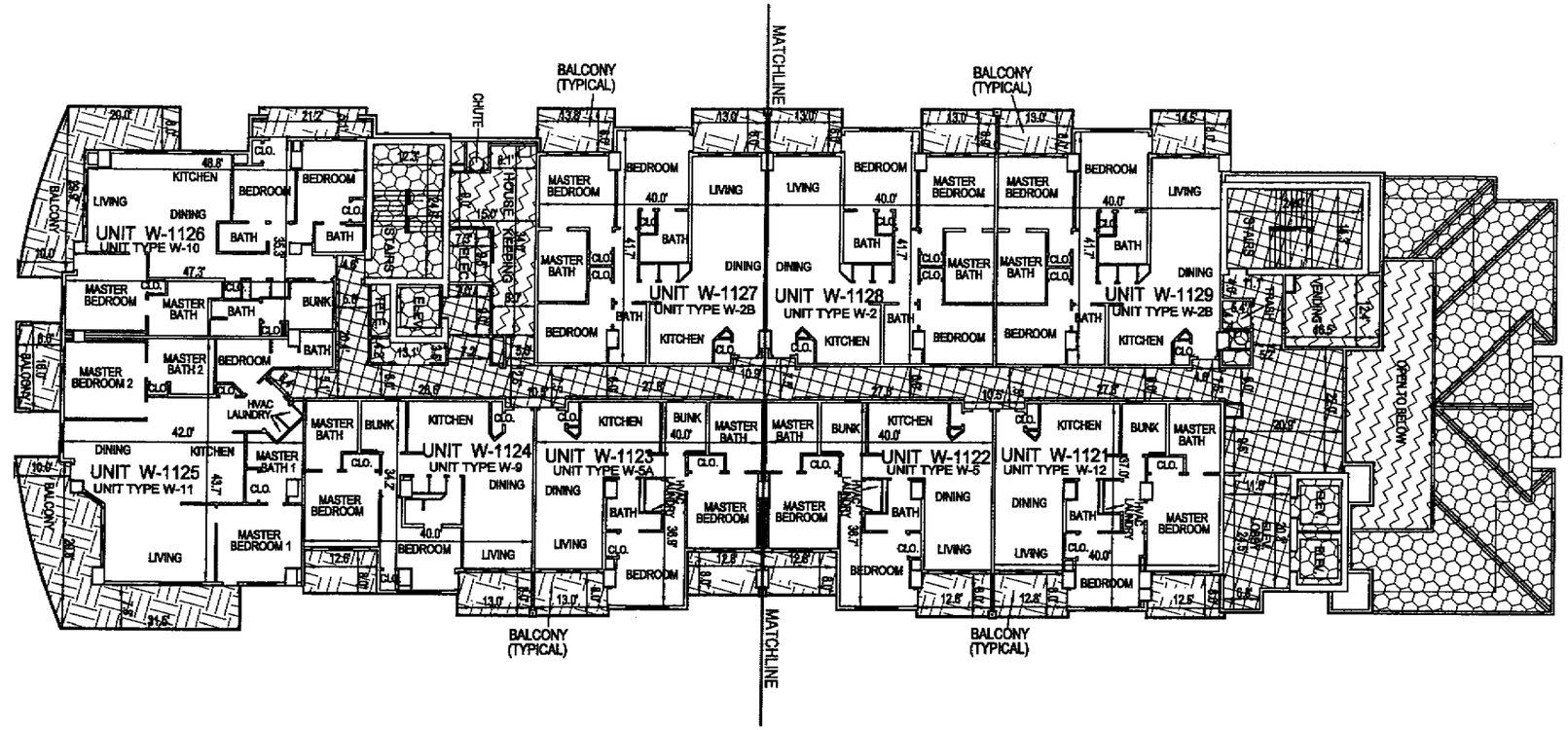
EMERALD GRANDE TOWERS
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 15 30 60

(IN FEET)
1 inch = 30 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)
FINISHED FLOOR ELEVATION = 160.00'

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

EMERALD GRANDE TOWERS
SHEET 100 OF 117

G:\PLAT\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRANDE_TOWERS.dwg 5/15/2007 5:58:52 AM Mike

BK: 2784 PG: 1357

EMERALD GRANDE TOWERS

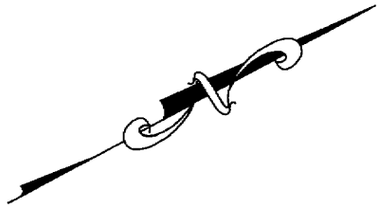
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

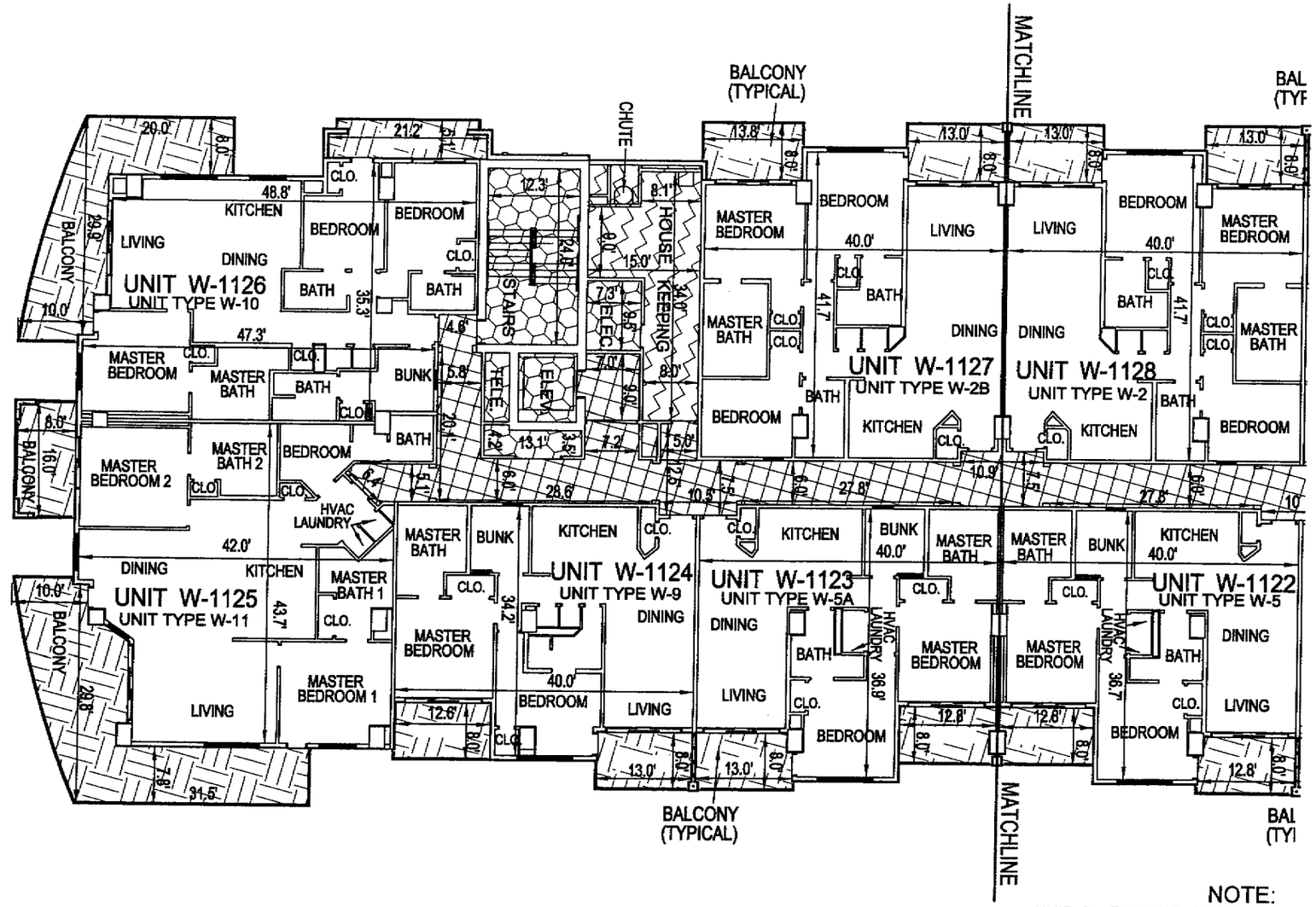
GRAPHIC SCALE

0 10 20 40

(IN FEET)

1 inch = 20 ft.





NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

LEGEND:

ELEV. = ELEVATOR

= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

= BUILDING SERVICE PARCEL

= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT

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

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

FINISHED FLOOR ELEVATION = 160.00'

EMERALD GRANDE TOWERS
SHEET 101 OF 117

G:\PLAT\01\01-254_EMERALD_GRANDE\05-08-02\EMERALD_GRANDE_TOWERS.dwg 5/15/2007 5:58:56 AM Mike

BK: 2784 PG: 1358

EMERALD GRANDE TOWERS

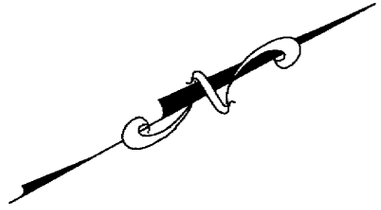
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

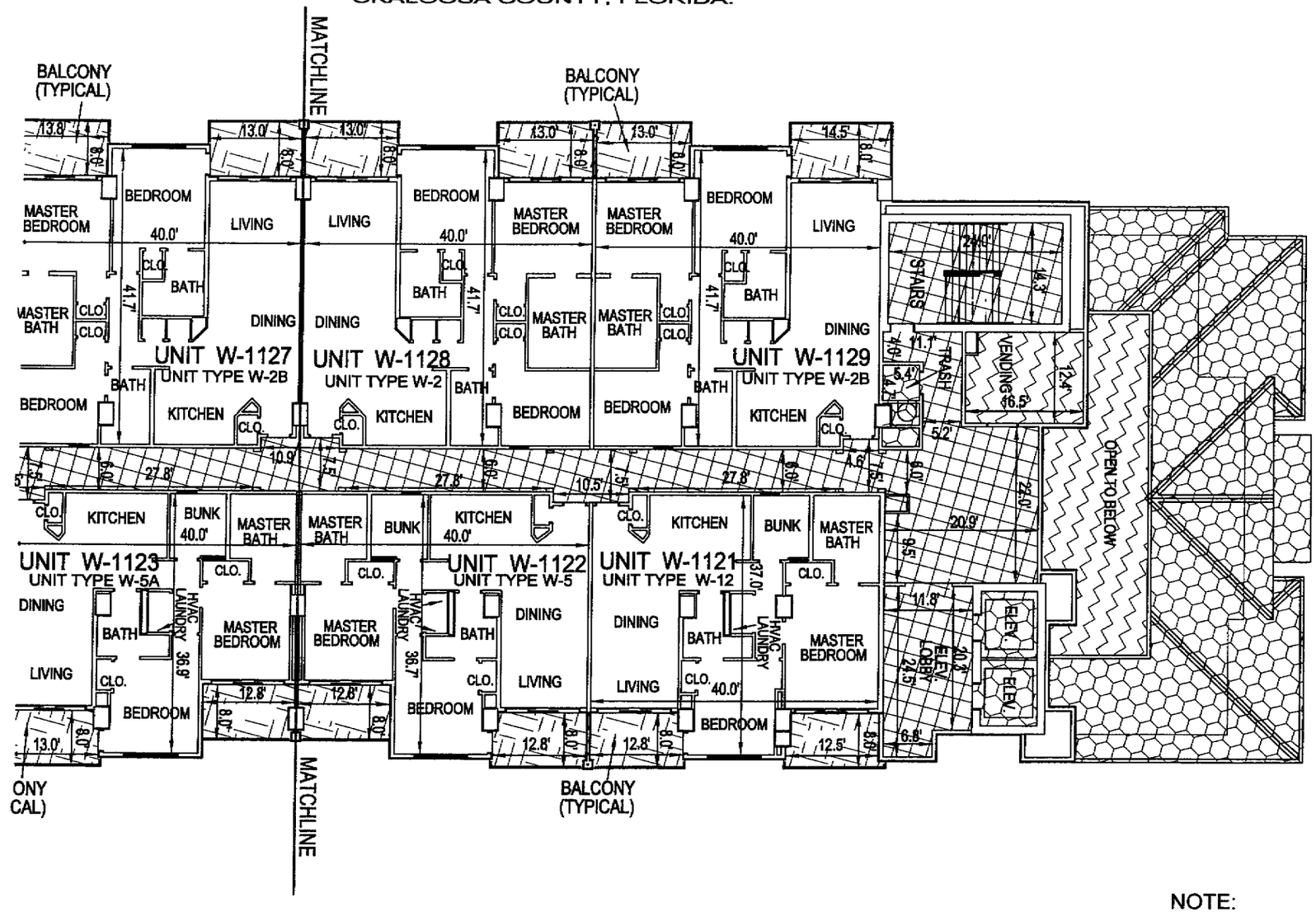
GRAPHIC SCALE

0 10 20 40

(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)

FINISHED FLOOR ELEVATION = 160.00'

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

EMERALD GRANDE TOWERS
SHEET 102 OF 117

G:\PLAT\01\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRANDE_TOWERS.dwg, 5/15/2007 5:59:01 AM, Mike

BK: 2784 PG: 1359

EMERALD GRANDE TOWERS

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

LEGEND:

ELEV. = ELEVATOR

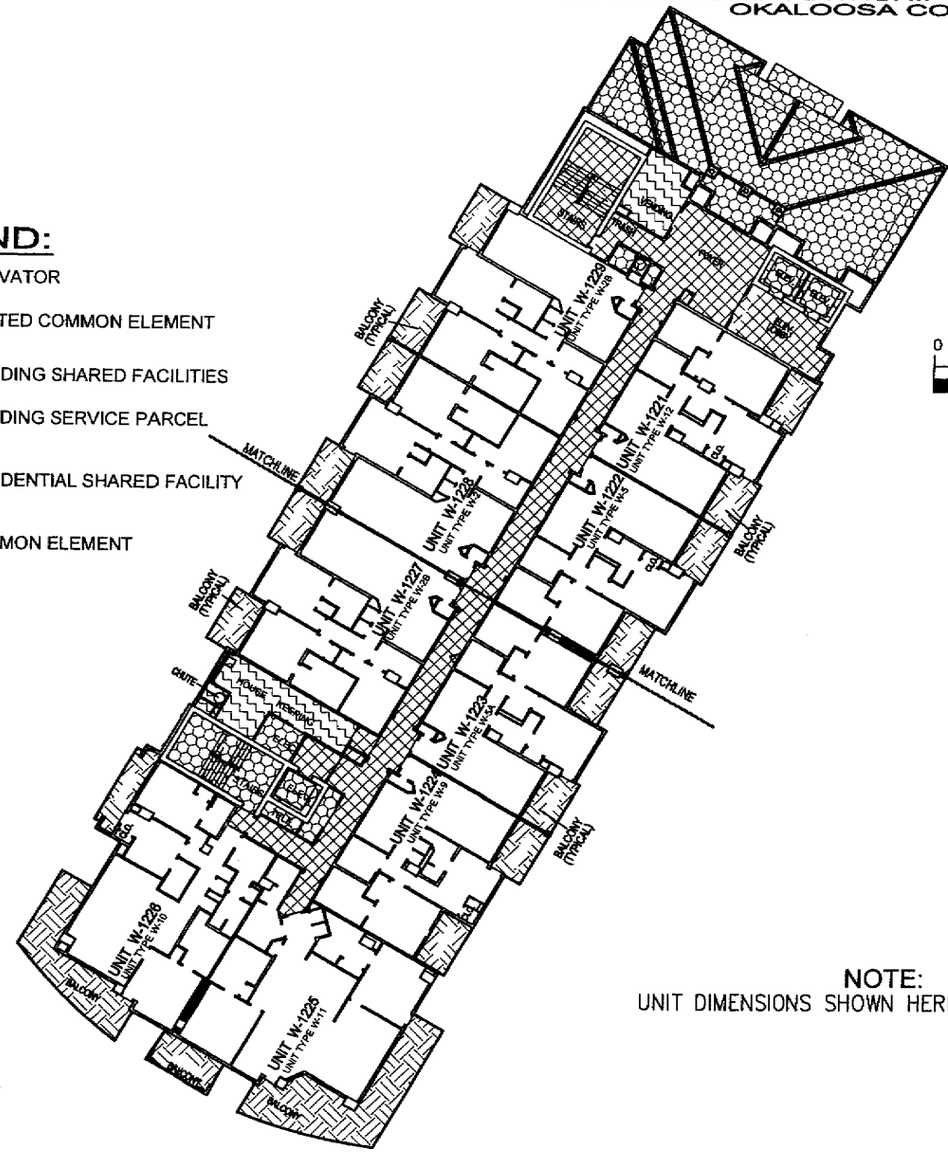
= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

= BUILDING SERVICE PARCEL

= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT



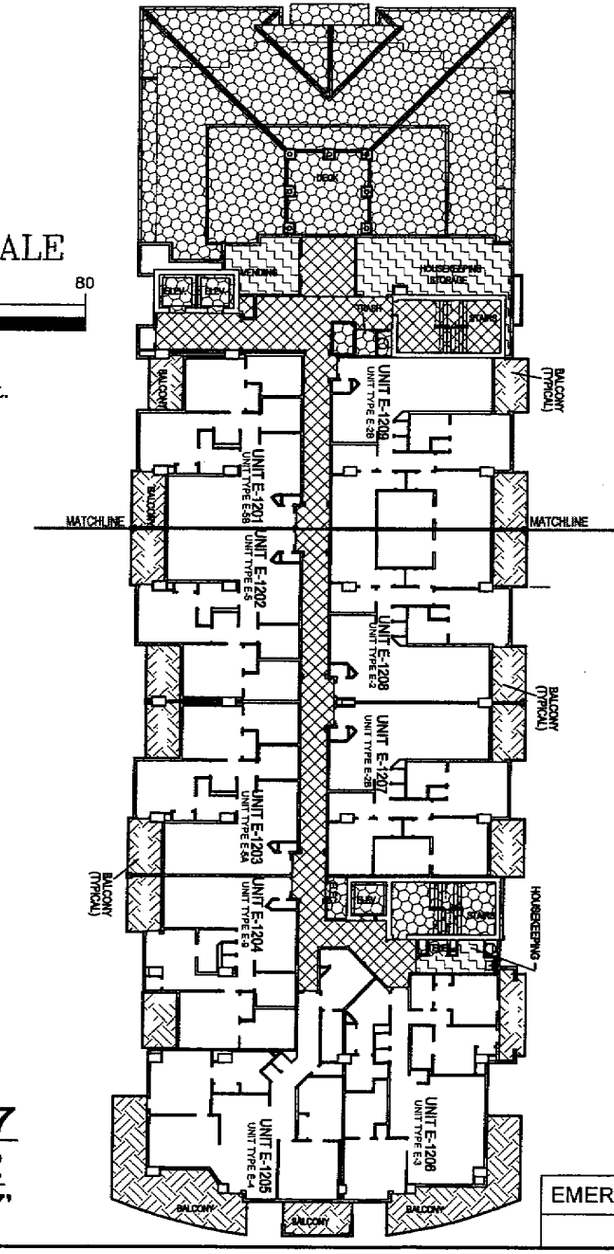
GRAPHIC SCALE

0 20 40 80

(IN FEET)

1 inch = 40 ft.

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±



MASTER PLAN LEVEL 17
TOWER PLAN LEVEL 12
FINISHED FLOOR ELEVATION = 169.67'

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

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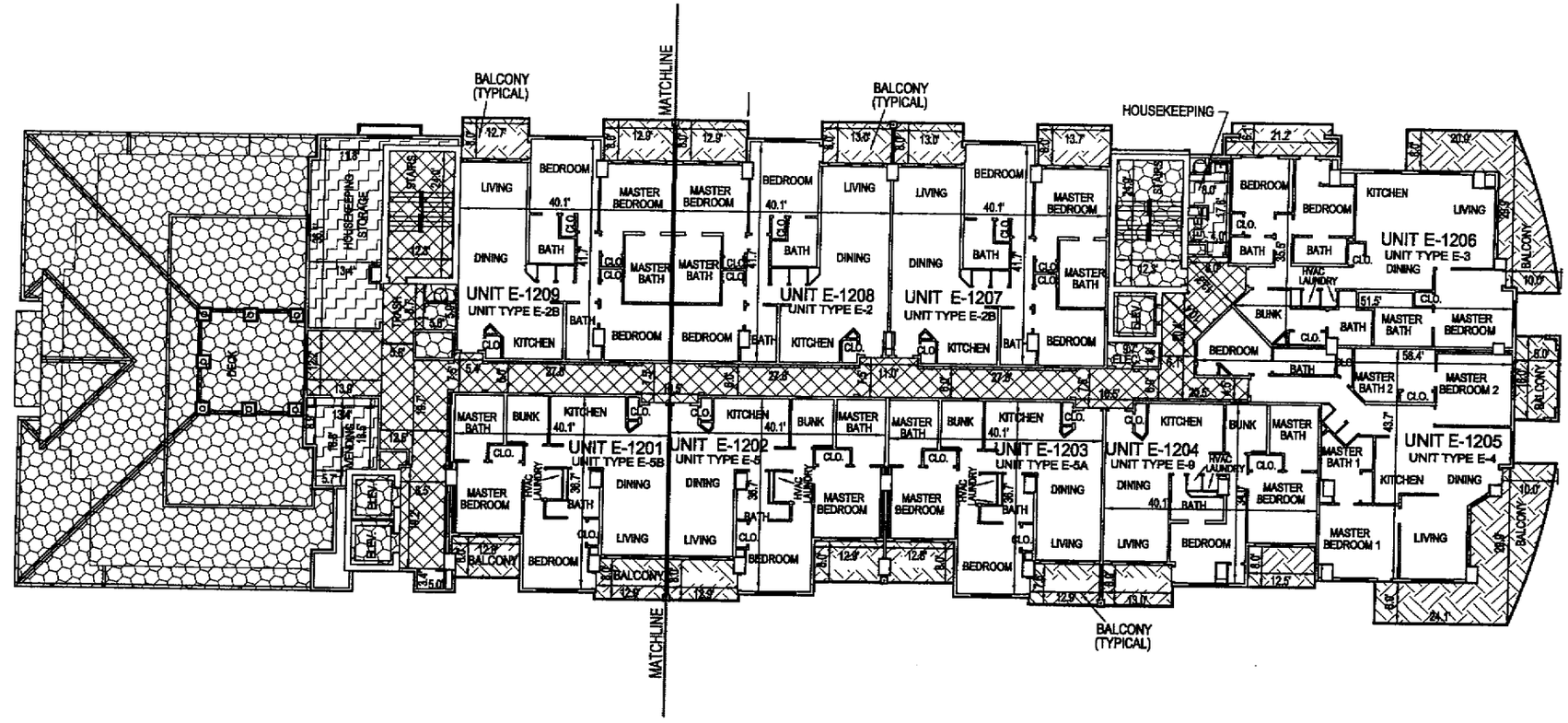
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EMERALD GRANDE TOWERS
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 15 30 60

(IN FEET)
1 inch = 30 ft.



NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

LEGEND:

ELEV. = ELEVATOR

= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

= BUILDING SERVICE PARCEL

= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT

MASTER PLAN LEVEL 17
TOWER PLAN LEVEL 12 (EAST DETAIL)
FINISHED FLOOR ELEVATION = 169.67'

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

G:\PLAT\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRANDE_TOWERS.dwg, 5/15/2007 5:59:10 AM, Mike
BK: 2784 PG: 1361

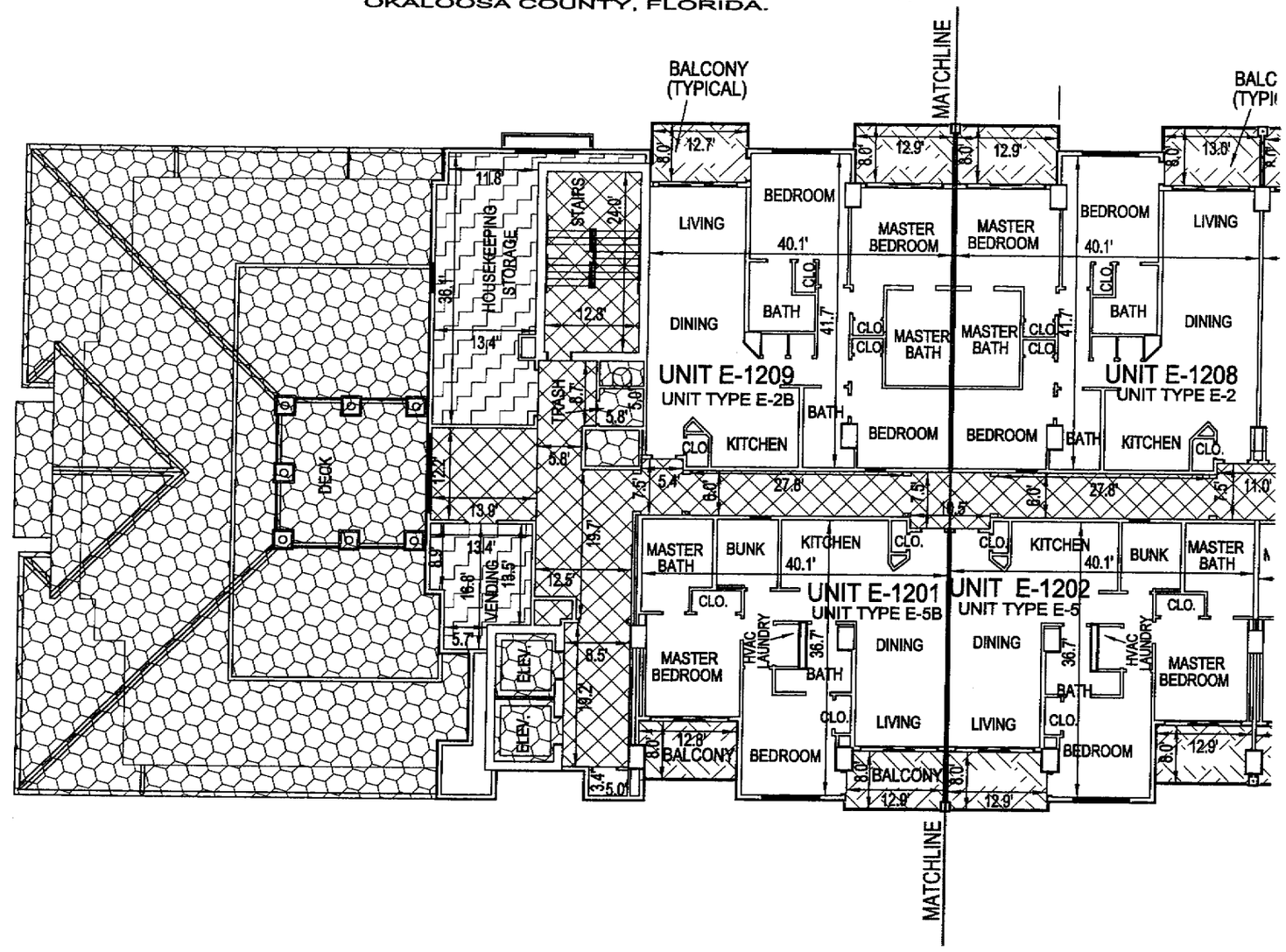
EMERALD GRANDE TOWERS

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

GRAPHIC SCALE

0 10 20 40

(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 17

TOWER PLAN LEVEL 12 (EAST DETAIL)

FINISHED FLOOR ELEVATION = 169.67'

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

EMERALD GRANDE TOWERS
SHEET 105 OF 117

G:\PLAT\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRANDE_TOWERS.dwg, 5/15/2007 5:59:15 AM, Mike
BK: 2784 PG: 1362

EMERALD GRANDE TOWERS

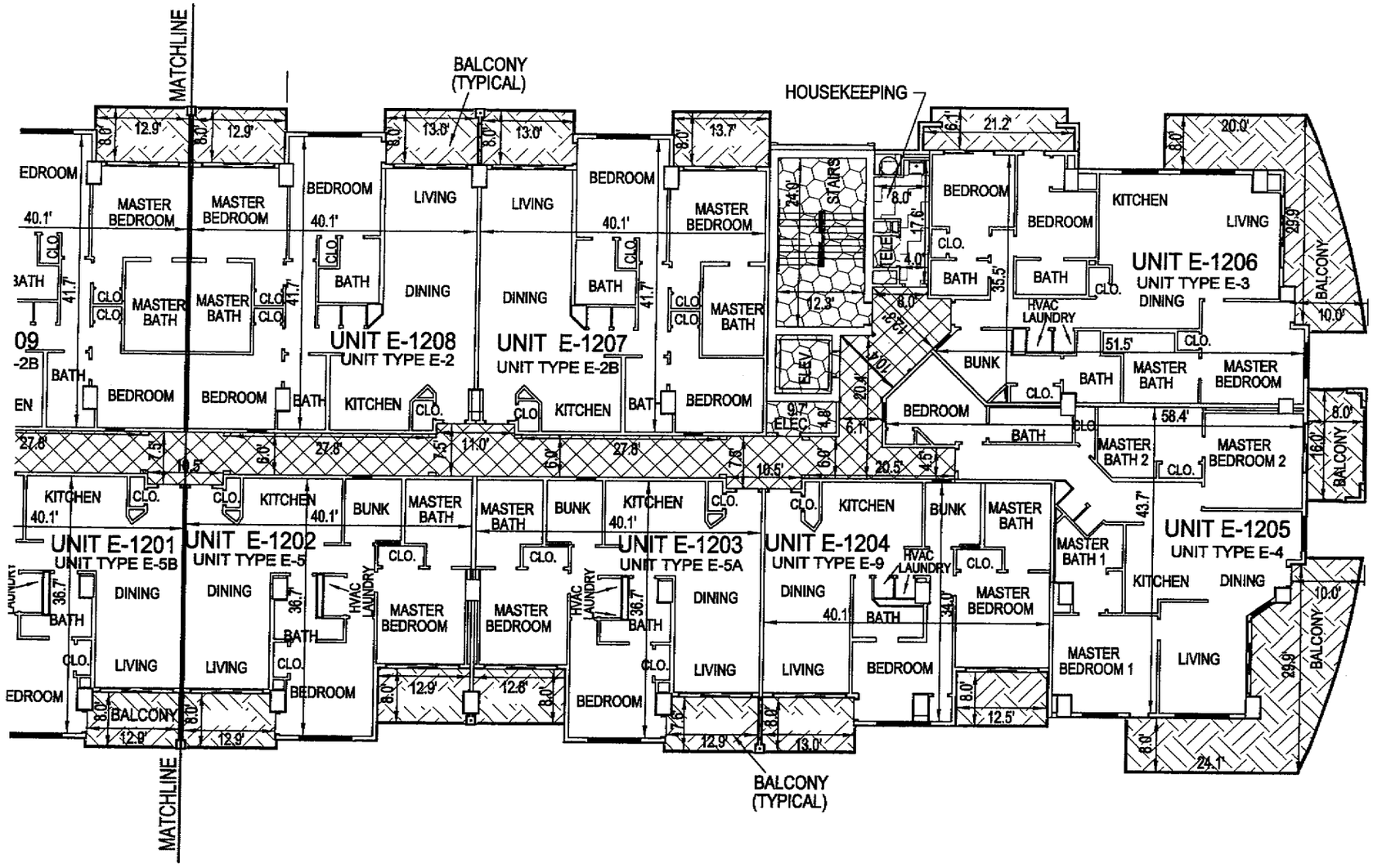
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 10 20 40

(IN FEET)

1 inch = 20 ft.



LEGEND:

ELEV. = ELEVATOR

= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

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= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

MASTER PLAN LEVEL 17

TOWER PLAN LEVEL 12 (EAST DETAIL)

FINISHED FLOOR ELEVATION = 169.67'

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

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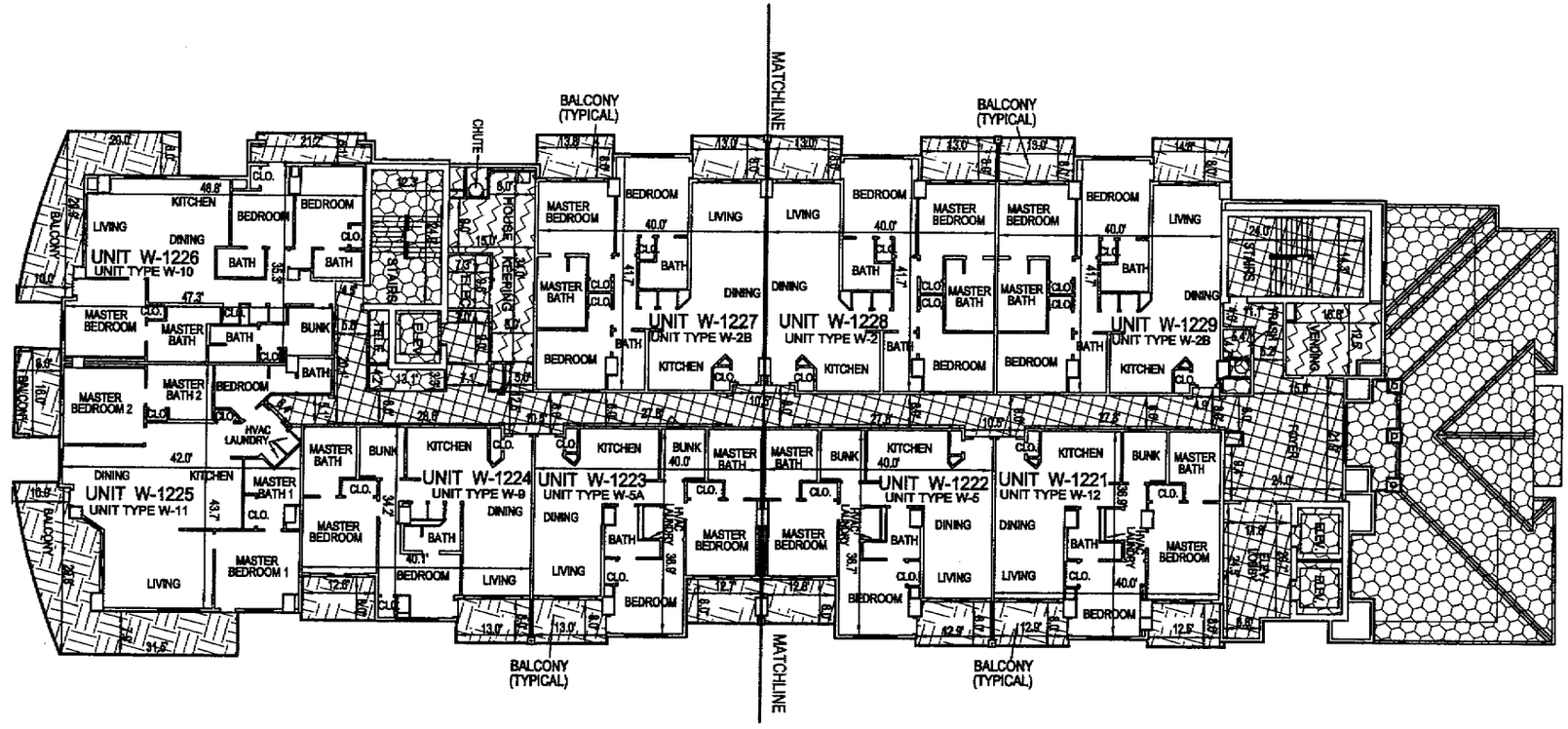
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EMERALD GRANDE TOWERS
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 15 30 60

(IN FEET)
1 inch = 30 ft.



NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

LEGEND:

ELEV. = ELEVATOR

= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

= BUILDING SERVICE PARCEL

= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT

MASTER PLAN LEVEL 17
TOWER PLAN LEVEL 12 (WEST DETAIL)
FINISHED FLOOR ELEVATION = 169.67'

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

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EMERALD GRANDE TOWERS

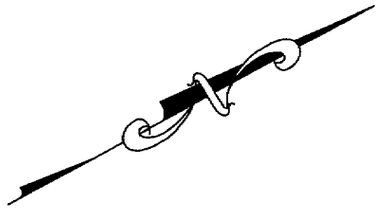
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

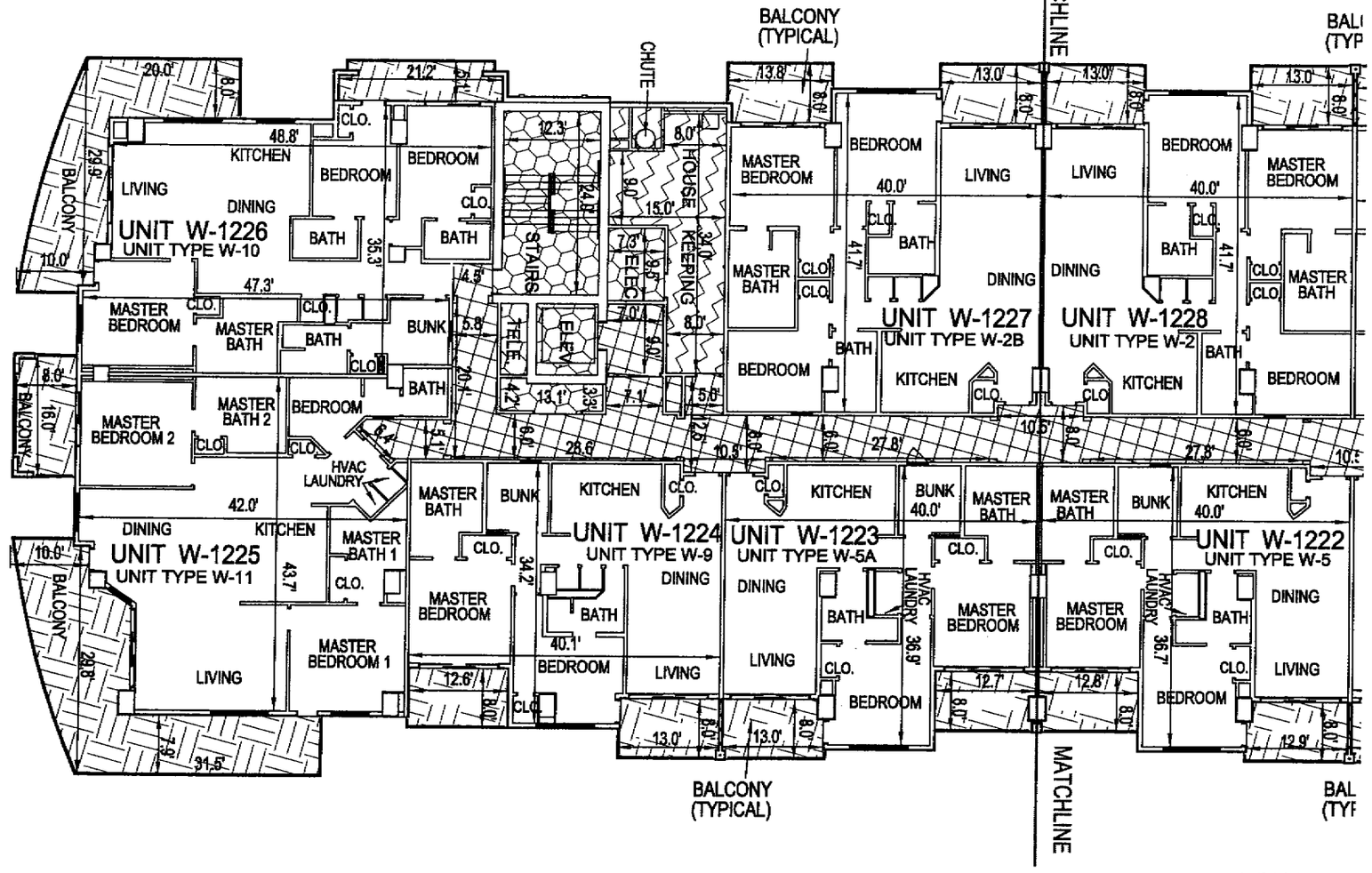
GRAPHIC SCALE

0 10 20 40

(IN FEET)

1 inch = 20 ft.





NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

LEGEND:

ELEV. = ELEVATOR

= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

= BUILDING SERVICE PARCEL

= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT

MASTER PLAN LEVEL 17

TOWER PLAN LEVEL 12 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 169.67'

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

EMERALD GRANDE TOWERS
SHEET 108 OF 117

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BK: 2784 PG: 1365

EMERALD GRANDE TOWERS

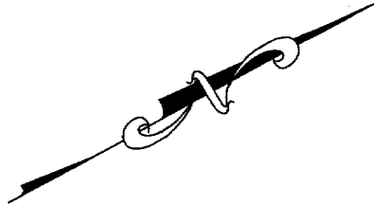
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OKALOOSA COUNTY, FLORIDA.

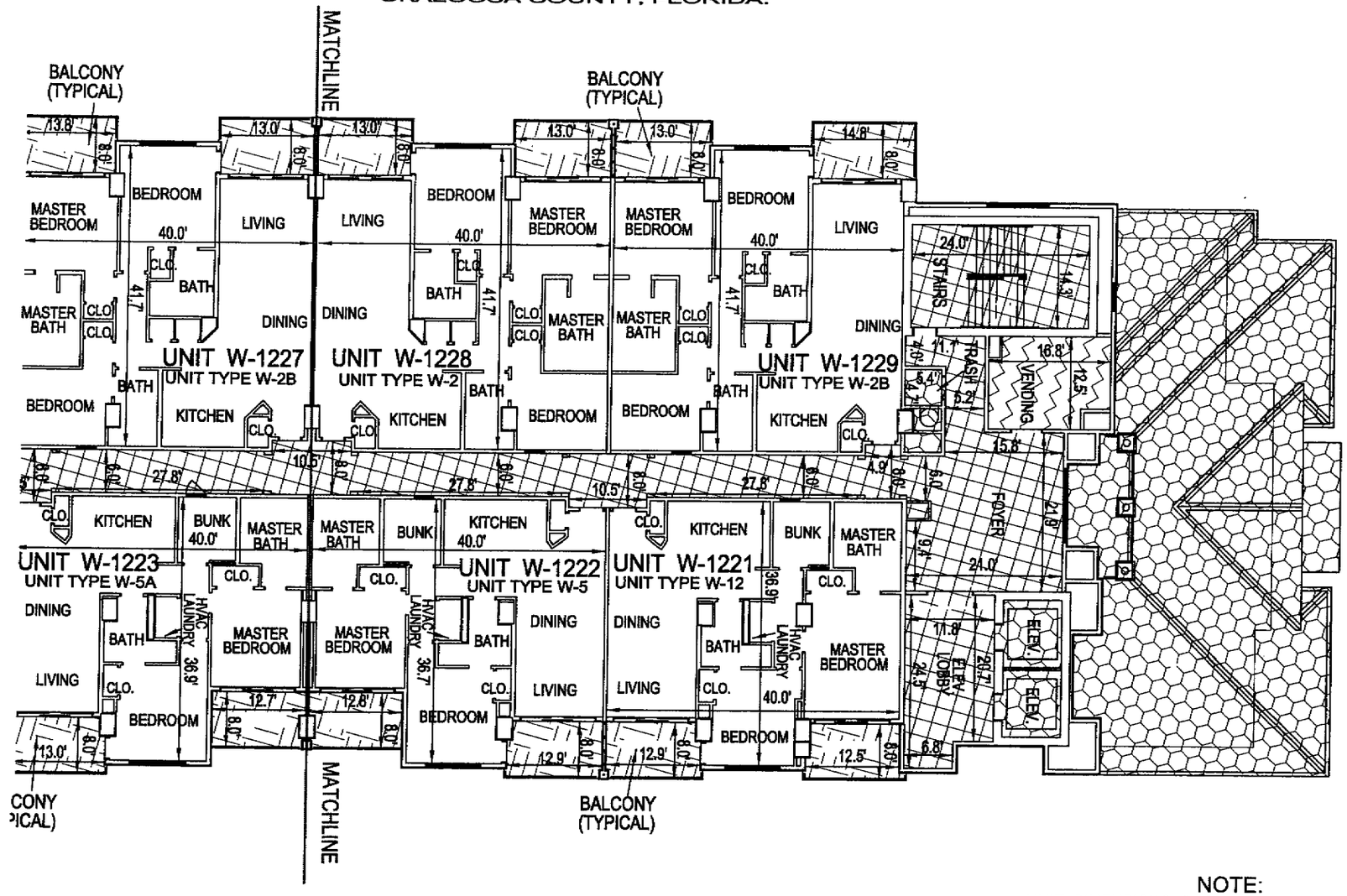
GRAPHIC SCALE

0 10 20 40

(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 17

TOWER PLAN LEVEL 12 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 169.67'

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

EMERALD GRANDE TOWERS
SHEET 109 OF 117

G:\PLAT\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRANDE_TOWERS.dwg, 5/15/2007 5:59:34 AM, Mike

BK: 2784 PG: 1366

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

LEGEND:

ELEV. = ELEVATOR

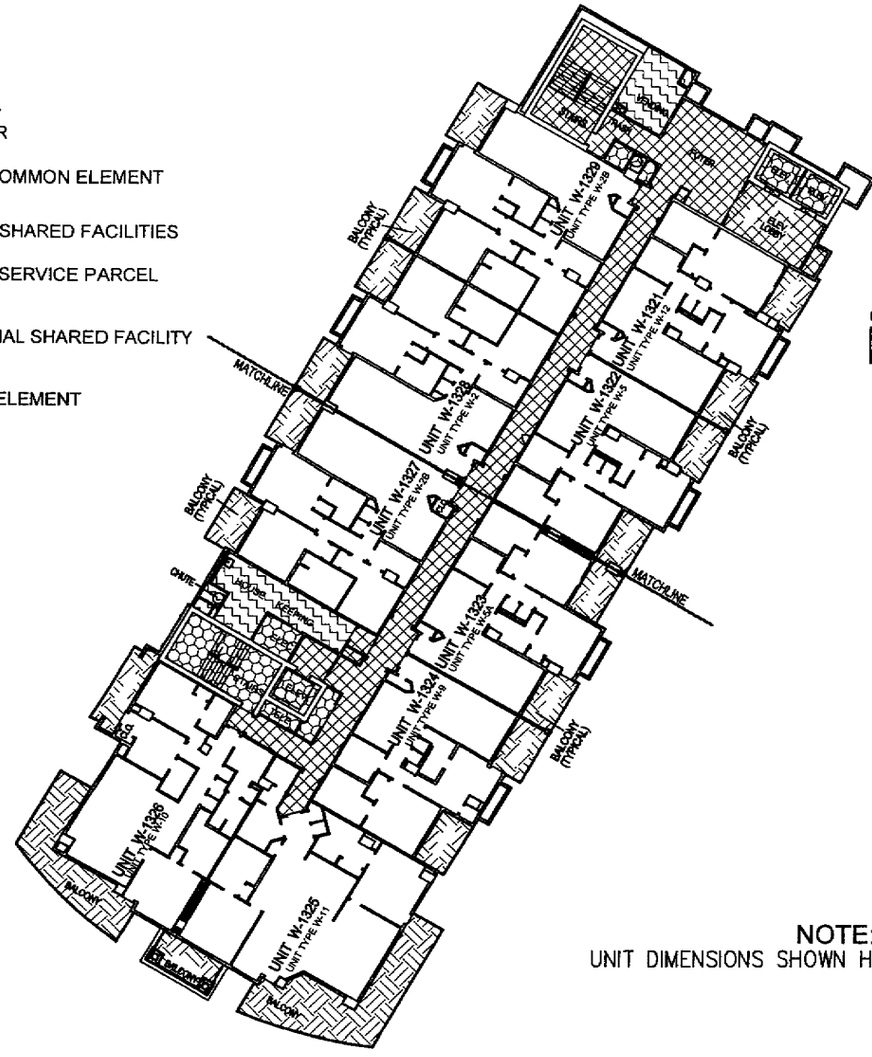
= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

= BUILDING SERVICE PARCEL

= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT



GRAPHIC SCALE

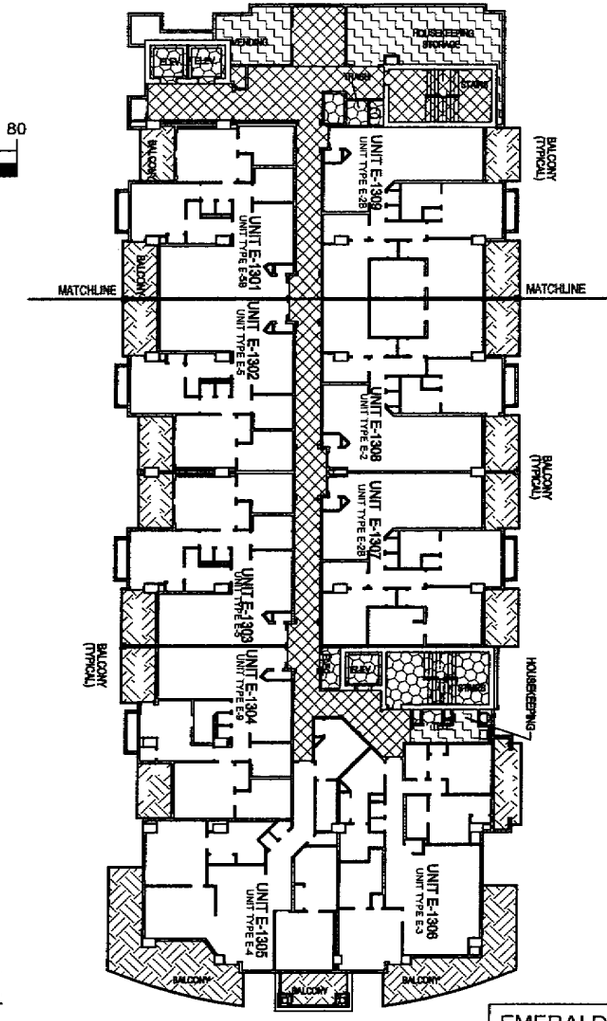
0 20 40 80

(IN FEET)

1 inch = 40 ft.



NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±



MASTER PLAN LEVEL 18
PENTHOUSE LEVEL
TOWER PLAN PENTHOUSE
FINISHED FLOOR ELEVATION = 179.33'

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

EMERALD GRANDE TOWERS
SHEET 110 OF 117

G:\PLAT\0101-254_EMERALD_GRANDE\05-08-07\EMERALD_GRANDE_TOWERS.dwg, 5/15/2007 5:59:39 AM, Mike

BK: 2784 PG: 1367

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

GRAPHIC SCALE

0 15 30 60

(IN FEET)

1 inch = 30 ft.

LEGEND:

UNIT E-1301	PH01
UNIT E-1302	PH02
UNIT E-1303	PH03
UNIT E-1304	PH04
UNIT E-1305	PH05
UNIT E-1306	PH06
UNIT E-1307	PH07
UNIT E-1308	PH08
UNIT E-1309	PH09
UNIT E-1310	PH10
UNIT E-1311	PH11

LEGEND:

ELEV. = ELEVATOR

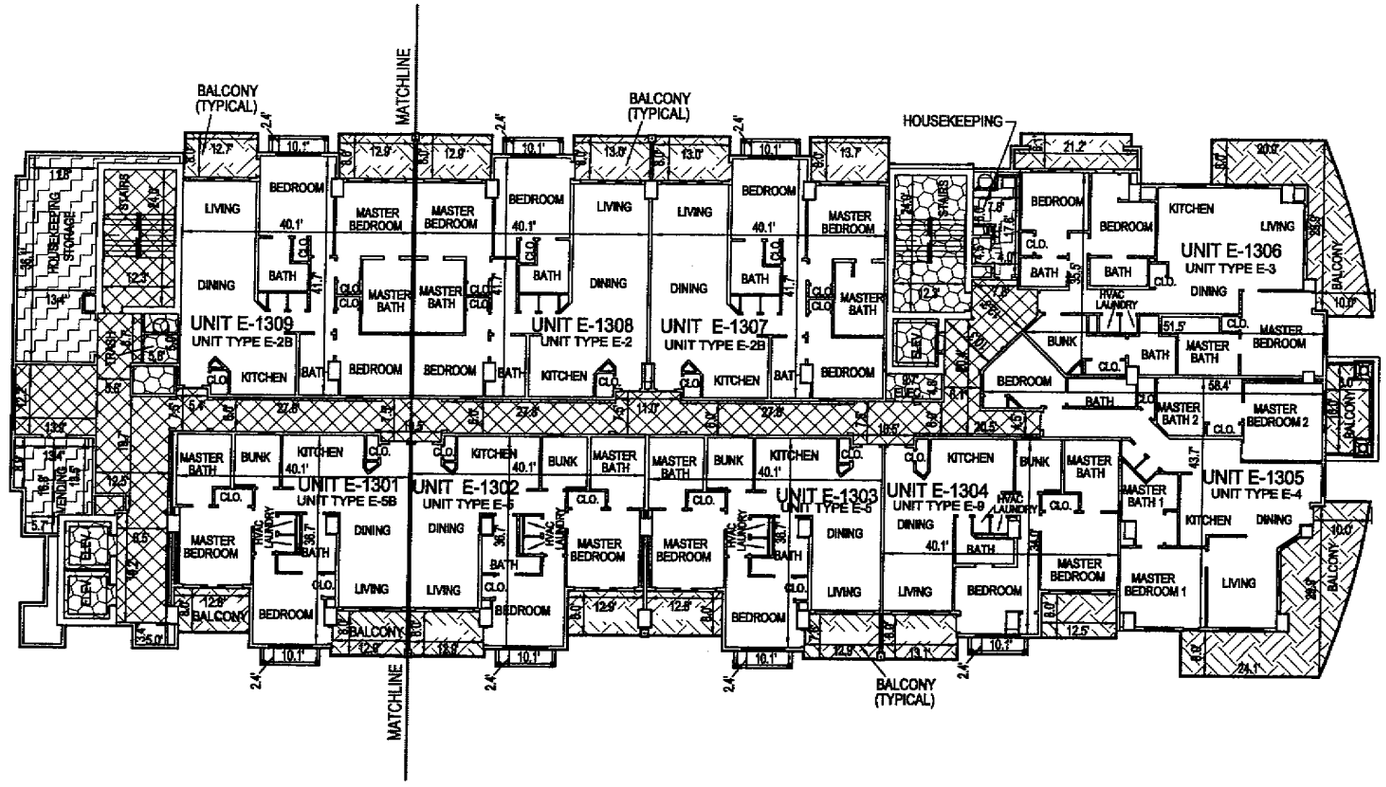
= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

= BUILDING SERVICE PARCEL

= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT



MASTER PLAN LEVEL 18
PENTHOUSE LEVEL
TOWER PLAN PENTHOUSE 13 (EAST DETAIL)
FINISHED FLOOR ELEVATION = 179.33'

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

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

G:\PLAT\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRANDE_TOWERS.dwg 5/15/2007 5:59:43 AM Mike
BK: 2784 PG: 1368

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

GRAPHIC SCALE

0 10 20 40

(IN FEET)
1 inch = 20 ft.

LEGEND:

UNIT E-1301	PH01
UNIT E-1302	PH02
UNIT E-1303	PH03
UNIT E-1304	PH04
UNIT E-1305	PH05
UNIT E-1306	PH06
UNIT E-1307	PH07
UNIT E-1308	PH08
UNIT E-1309	PH09
UNIT E-1310	PH10
UNIT E-1311	PH11

LEGEND:

ELEV. = ELEVATOR

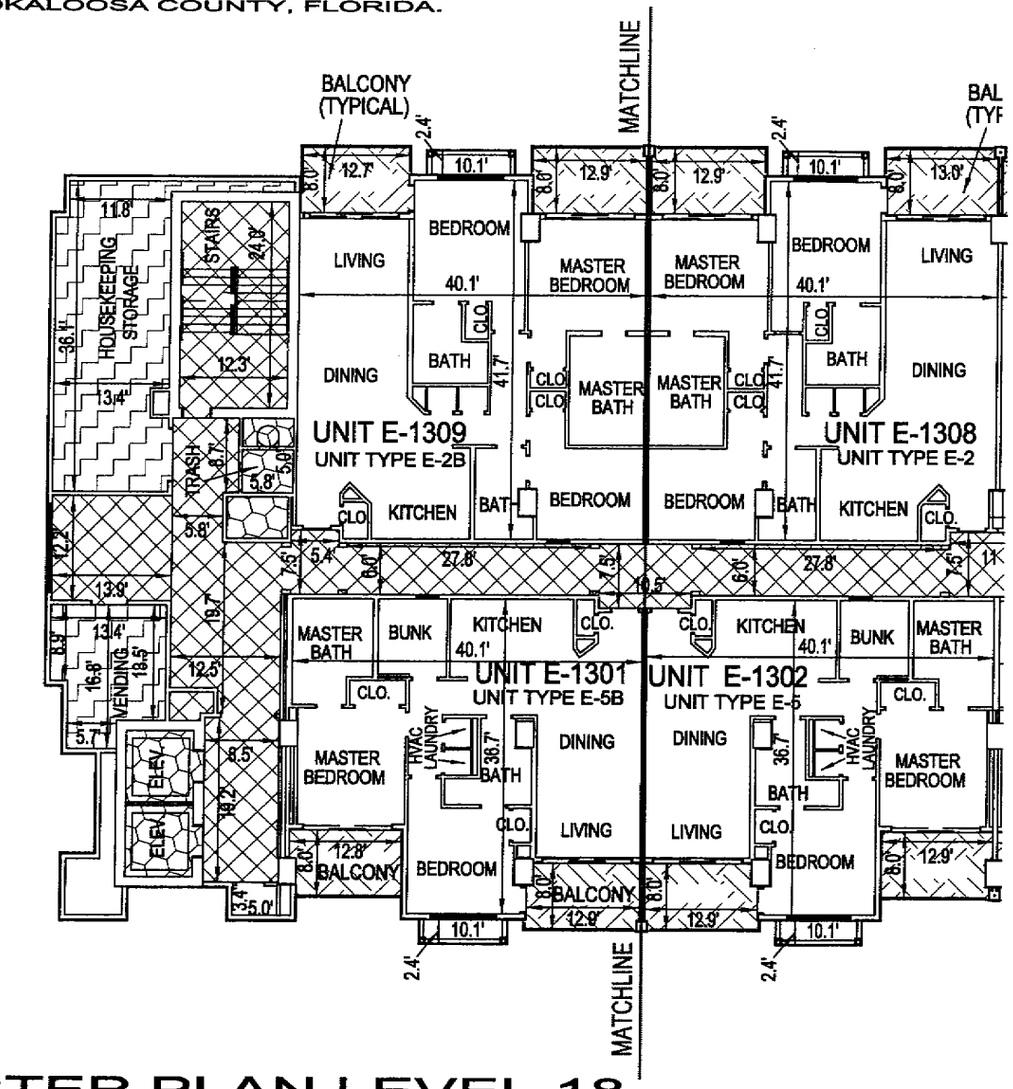
= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

= BUILDING SERVICE PARCEL

= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT



MASTER PLAN LEVEL 18
PENTHOUSE LEVEL
TOWER PLAN PENTHOUSE 13 (EAST DETAIL)
FINISHED FLOOR ELEVATION = 179.33'

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

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

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BK: 2784 PG: 1369

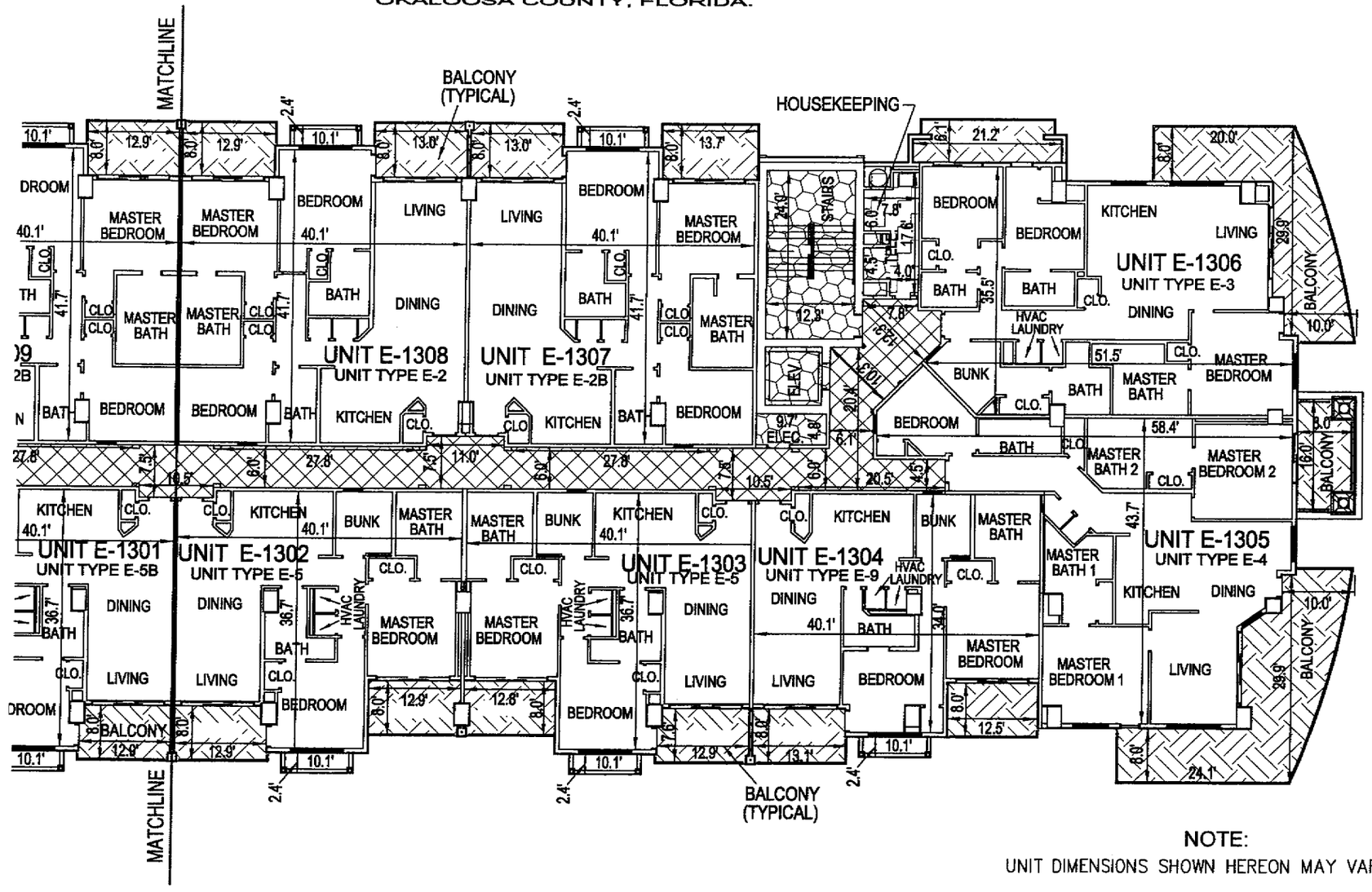
EMERALD GRANDE TOWERS
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 10 20 40

(IN FEET)

1 inch = 20 ft.



LEGEND:

UNIT E-1301	PH01
UNIT E-1302	PH02
UNIT E-1303	PH03
UNIT E-1304	PH04
UNIT E-1305	PH05
UNIT E-1306	PH06
UNIT E-1307	PH07
UNIT E-1308	PH08
UNIT E-1309	PH09
UNIT E-1310	PH10
UNIT E-1311	PH11

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 18
PENTHOUSE LEVEL
TOWER PLAN PENTHOUSE 13 (EAST DETAIL)
FINISHED FLOOR ELEVATION = 179.33'

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

G:\PLAT\01-254_EMERALD_GRANDE\05-08-07\EMERALD_GRANDE_TOWERS.dwg 5/15/2007 5:59:53 AM Mike
BK: 2784 PG: 1370

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

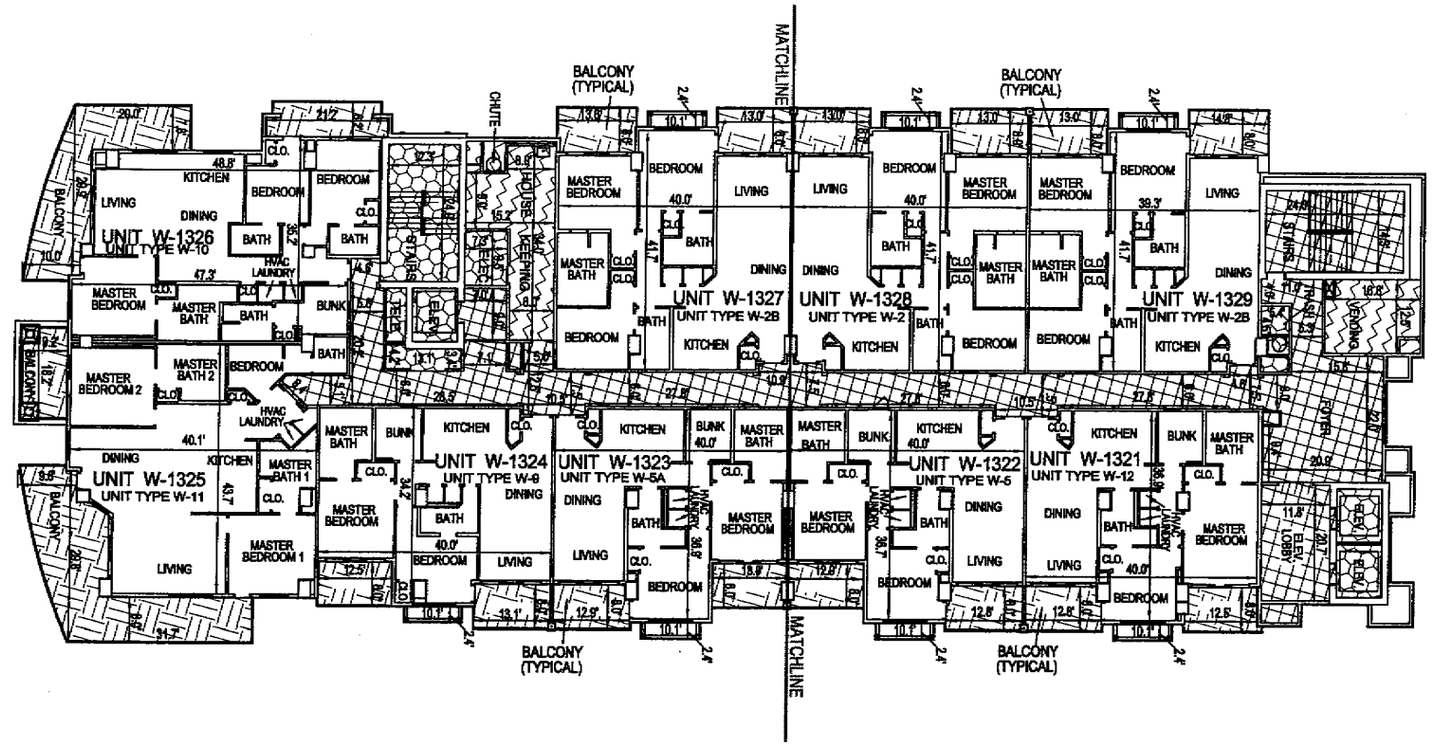
GRAPHIC SCALE

0 15 30 60

(IN FEET)
1 inch = 30 ft.

LEGEND:

UNIT W-1321	PH21
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



LEGEND:

ELEV. = ELEVATOR

= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

= BUILDING SERVICE PARCEL

= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT

MASTER PLAN LEVEL 18

PENTHOUSE LEVEL

TOWER PLAN PENTHOUSE 13 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 179.33'

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

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

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BK: 2784 PG: 1371

EMERALD GRANDE TOWERS

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

GRAPHIC SCALE

0 10 20 40

(IN FEET)

1 inch = 20 ft.

LEGEND:

UNIT W-1321	PH21
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

LEGEND:

ELEV. = ELEVATOR

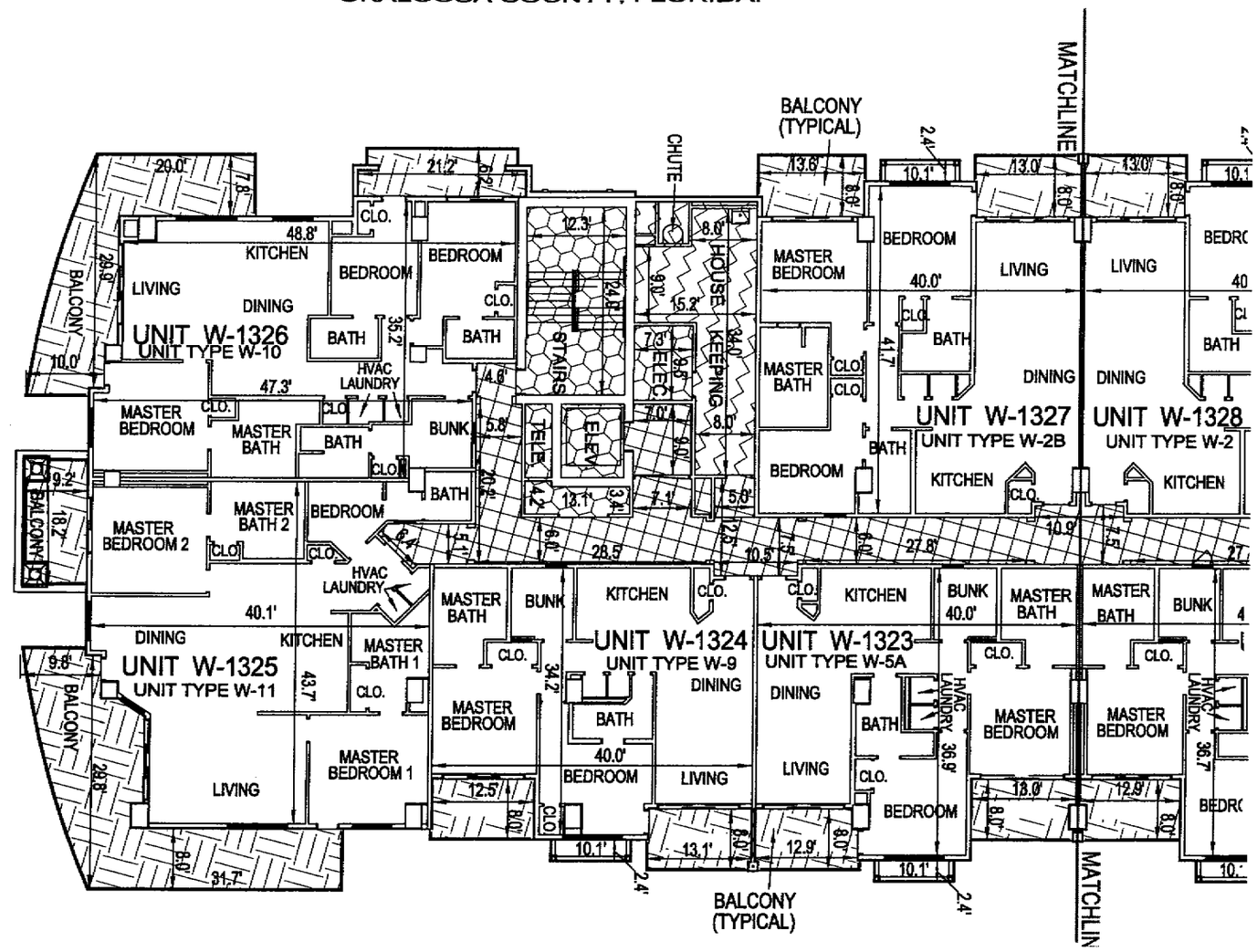
= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

= BUILDING SERVICE PARCEL

= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT



MASTER PLAN LEVEL 18

PENTHOUSE LEVEL

TOWER PLAN PENTHOUSE 13 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 179.33'

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

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

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EMERALD GRANDE TOWERS

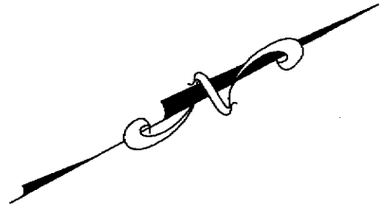
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA.

GRAPHIC SCALE

0 10 20 40

(IN FEET)

1 inch = 20 ft.



LEGEND:

UNIT W-1321	PH21
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

LEGEND:

ELEV. = ELEVATOR

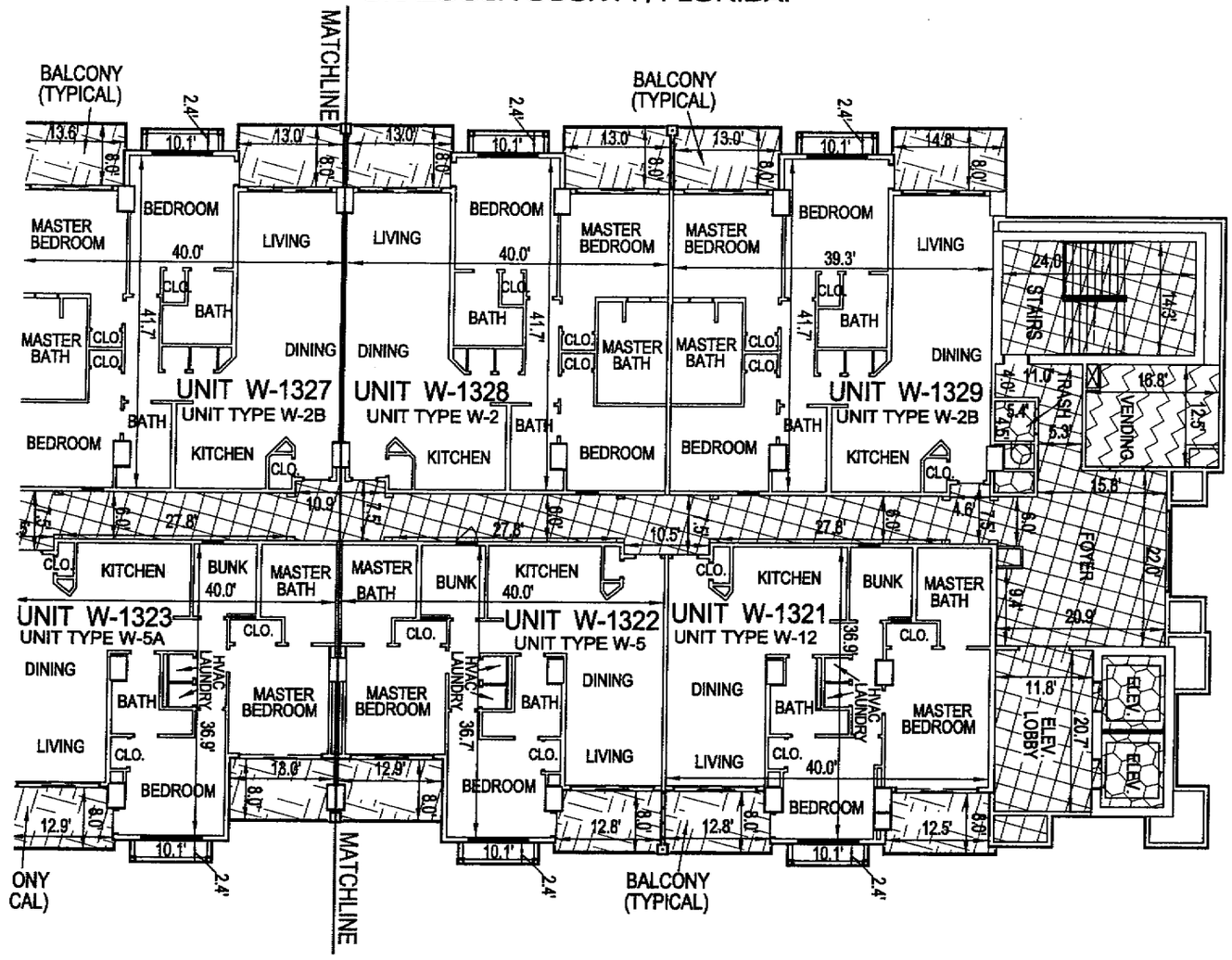
= LIMITED COMMON ELEMENT

= BUILDING SHARED FACILITIES

= BUILDING SERVICE PARCEL

= RESIDENTIAL SHARED FACILITY

= COMMON ELEMENT



MASTER PLAN LEVEL 18

PENTHOUSE LEVEL

TOWER PLAN PENTHOUSE 13 (WEST DETAIL)

FINISHED FLOOR ELEVATION = 179.33'

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

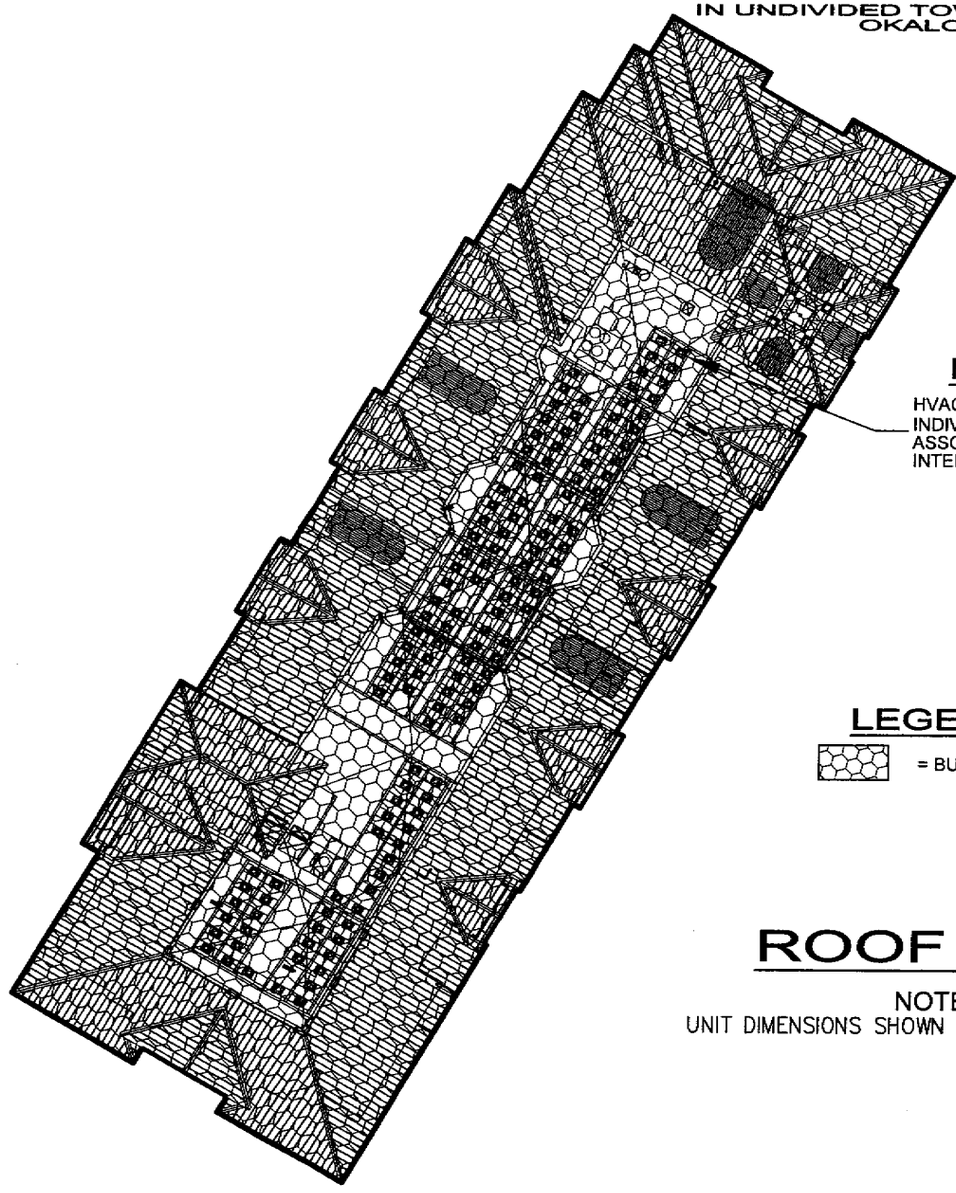
EMERALD COAST ASSOCIATES, INC.
4636 GULFSTARR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 01-254
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EMERALD GRANDE TOWERS

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

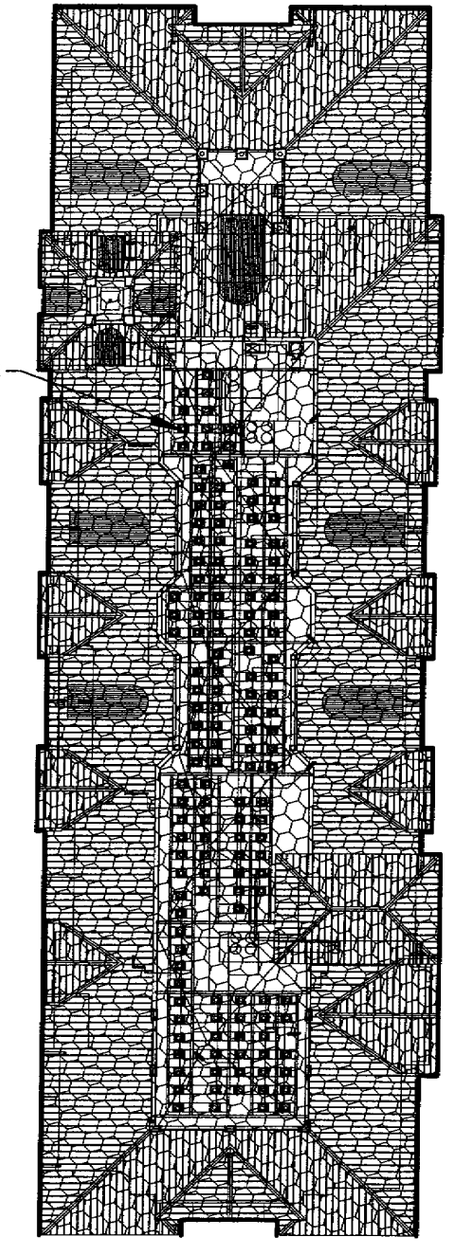


NOTE:

HVAC EQUIPMENT IS OWNED BY INDIVIDUAL UNIT OWNERS, INDIVIDUAL ASSOCIATIONS AND EAST PASS, AS THEIR INTERESTS APPEAR.

LEGEND:

= BUILDING SHARED FACILITIES



GRAPHIC SCALE

0 20 40 80

(IN FEET)

1 inch = 40 ft.



ROOF PLAN

NOTE:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10±

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

EMERALD GRANDE TOWERS
SHEET 117 OF 117

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BK: 2784 PG: 1374

EXHIBIT "D"

SCHEDULE AND ALLOCATION OF BUILDING SHARED EXPENSES AND RESIDENTIAL SHARED EXPENSES

(See the attached Calendar Budget for 2007 prepared as of October 2004)

A. BUILDING SHARED EXPENSES

1) Allocation of Common Assessments.

(2) Allocation of Cost of Repair and Reconstruction and of Reconstruction Assessments.

(3) Capital Improvements, Replacements, Repairs.

B. RESIDENTIAL SHARED EXPENSES

1) Allocation of Common Assessments.

(2) Allocation of Cost of Repair and Reconstruction and of Reconstruction Assessments.

(3) Capital Improvements, Replacements, Repairs.

Phase III
West Tower, East Tower, Garage
Amenity Building and Deck
Existing 35,565 Retail, 78,000 sf of
New Retail Buildings A, D, E, 14,670 sf of "D" Deck

Exhibit "D"

Emerald Grande Towers

Scheduled and Allocation of Building Shared Facilities Expense

10/20/2004

											11,451	
											1044082	
			GSF	283,943	296,871	51,112	61,069	37,315	9,535	315,688	1,055,533	
				26.90%	28.13%	4.84%	5.79%	3.54%	0.90%	29.91%	100.00%	Amenity Building 25,655 gsf/Lobby 5,000 gsf
Items				**West Tower**	**East Tower**	**Bldg. D**	**Retail**	**Legendary**	**Residential**	**Garage**		
Bldg. Shared Facilities		**Budget**		**Condo Parcel**	**Condo Parcel**	**Condo Parcel**	**Parcel**	**Service Parcel**	**Shared Facility**	**Owner**	**Footnote**	**Explanation**
Management Fees:												
Management Fees		51,207		16,353	20,275	3,657	4,298	4,048	1,083	7,445		5% added to expenses prior to allocation of line item expense
Operations & Maintenance												
Administrative/Onsite Management Office												
On-Site Personnel												
On-Site Management	10%	15,000		5,717	6,156	820	1,128	905	273	0		Based on A/C square footage
Benefits & Taxes	10%	495		189	203	27	37	30	9	0		Based on A/C square footage
Administrative Expenses:												Based on A/C square footage
Licenses/ Fees/Permits	10%	250		95	103	14	19	15	5	0		Based on A/C square footage
Office Expense & Supplies	10%	750		286	308	41	56	45	14	0		Based on A/C square footage
Office Machine Rental and Repair	10%	700		267	287	38	53	42	13	0		Based on A/C square footage
Telephone and Equipment	10%	1,102		420	452	60	83	67	20	0		Based on A/C square footage
Utilities	10%	318		121	131	17	24	19	6	0		Based on A/C square footage
Janitorial	10%	540		206	222	30	41	33	10	0		Based on A/C square footage
Licenses/Fees/Permits												
Elevator (11)		1,100		318	318	49	49	49	49	269		Based on # of elevator stops per floor.
Building Shared Use-Professional Fees:												
Accounting Fees		9,000		3,430	3,694	492	677	543	164	0		Based on A/C square footage
Consulting Fees		2,000	(1)	762	821	109	150	121	36	0		Based on A/C square footage
Legal Fees		2,000	(2)	762	821	109	150	121	36	0		Based on A/C square footage
Utilities:												
Electric(elevators, water pumps,etc.)		34,900	(3)	9,388	9,816	1,690	2,019	1,234	315	10,438		Metered or submeted, based on Gross square footage
Water-Cooling Tower		16,800	(4)	N/A	N/A	7,073	9,727	N/A	N/A	N/A		Metered or submeted, based on A/C square footage
Gas (Hot Water)		23,233	(5)	11,187	12,046	N/A	N/A	N/A	N/A	N/A		Metered or submeted, based on A/C square footage
Trash Removal		25,431	(6)	9,804	12,398	1,407	N/A	N/A	1,822	N/A		Parcels using service, charged on A/C square footage
Repairs & Maintenance												
Building Exterior		6,561	(7)	2,475	2,475	410	362	181	227	430		Based on Gross square footage
Check in Lobby-Operations & Maintenance		21,000	(8)	N/A	N/A	N/A	N/A	21,000	N/A	N/A		50% to Legendary Services and 50% to Bluegreen Services
Electrical Repair		8,000	(9)	3,049	3,283	437	602	483	146	0		Based on A/C square footage
Electrical Rooms		1,200	(10)	457	493	66	90	72	22	0		Based on A/C square footage
Fire Pump		2,600	(11)	699	731	126	150	92	23	778		Based on Gross square footage
HVAC Systems		15,000	(12)	4,035	4,219	726	868	530	136	4,486		Based on Gross square footage
Loading Docks		1,200	(13)	457	493	66	90	72	22	0		Based on A/C square footage
Outside Lighting		1,200		323	338	58	69	42	11	359		Based on Gross square footage
Porte Cachre-Operations & Maintenance		3,600	(14)	N/A	N/A	N/A	N/A	3,600	N/A	N/A		50% to Legendary Services and 50% to Bluegreen Services
Pressure Washing		3,000	(15)	1,143	1,231	164	226	181	55	0		Based on A/C square footage
Roof and Roof Components		6,980	(16)	2,660	2,865	382	525	421	127	0		Based on A/C square footage
Signage		500	(17)	135	141	24	29	18	5	150		Based on Gross square footage
Stairwells		6,000	(18)	1,614	1,688	291	347	212	54	1,794		Based on A/C square footage
Water System - Pumps/Boilers		17,424	(19)	7,633	8,219			1,208	365	N/A		Based on A/C square footage
Window Cleaning		20,790	(20)	7,924	8,533	1,137	1,563	1,254	379	0		Based on A/C square footage
Service Contracts:												
Electrical Systems		8,600	(21)	3,278	3,530	470	647	519	157	0		Based on A/C square footage
Elevator Maintenance Contract	West	21,024	(22)	15,184	0	0	0	0	0	5,840		Based on # of elevator stops per floor.
	East	21,024	(22)	0	15,184	0	0	0	0	5,840		Based on # of elevator stops per floor.
	Lobby	7,200	(22)	0	0	0	0	7,200	0	0		Based on # of elevator stops per floor.
	Garage	7,200	(22)	0	0	2,057	2,057	0	1,029	2,057		Based on # of elevator stops per floor.
Fire/Pumps		1,600	(23)	430	450	77	93	57	14	479		Based on Gross square footage
Janitorial/ Maintenance Building Shared		21,432	(24)	8,169	8,796	1,172	1,612	1,293	390	0		Based on A/C square footage
Life Safety Equipment-master fire alarm		500		135	141	24	29	18	5	150		Based on Gross square footage
Pest Control		2,400		915	985	131	180	145	44	0		Based on A/C square footage
Emergency Generator:												Based on A/C square footage

BK: 2784 PG: 1376

Phase III				Exhibit "D"								10/20/2004
West Tower, East Tower, Garage				Emerald Grande Towers							11,451	
Amenity Building and Deck	Scheduled and Allocation of Building Shared Facilities Expense										1044082	
Existing 35,565 Retail, 78,000 sf of		GSF	283,943	296,871	51,112	61,069	37,315	9,535	315,688	1,055,533		
New Retail Buildings A, D, E, 14,670 sf of "D" Deck			26.90%	28.13%	4.84%	5.79%	3.54%	0.90%	29.91%	100.00%		Amenity Building 25,655 gsf/Lobby 5,000 gsf
Items												
Bldg. Shared Facilities	**Budget**		**West Tower Condo Parcel**	**East Tower Condo Parcel**	**Bldg. D Condo Parcel**	**Retail Parcel**	**Legendary Service Parcel**	**Residential Shared Facility**	**Garage Owner**	**Footnote**	**Explanation**	
Load Test	1,360		366	383	66	79	48	12	407			
Service Contract	1,500		404	422	73	87	53	14	449			
Parts	1,500		404	422	73	87	53	14	449			
Fuel	700		188	197	34	40	25	6	209			
Test-ATS (2 @ 750 each	1,500		404	422	73	87	53	14	449			
Cooling Tower:											Based on A/C square footage	
Water Treatment - Chemical	4,500		N/A	N/A	1,895	2,605	N/A	N/A	N/A			
Annual Cleaning	2,000		N/A	N/A	842	1,158	N/A	N/A	N/A			
Parts	350		N/A	N/A	147	203	N/A	N/A	N/A			
Taxes:												
Personal Property	345		93	97	17	20	12	3	103		Based on Gross square footage	
Insurance:												
Boiler & Machinery	10,000		2,690	2,813	484	579	354	90	2,991		Based on Gross square footage	
Casualty	308,886		106,455	174,607	27,811	33,474	26,461	9,627	49,491		Based on A/C square footage	
Fidelity Bond	10,000		2,690	2,813	484	579	354	90	2,991		Based on A/C square footage	
General Liability	80,000		21,520	22,500	3,874	4,628	2,828	723	23,926		Based on A/C square footage	
Workers Compensation (10% of Total Quote)	240		65	68	12	14	8	2	72		Based on A/C square footage	
Deductible	10,000		2,690	2,813	484	579	354	90	2,991			
Assessments												
Common Assessment											Based on A/C square footage	
Reconstruction Assessment											Based on A/C square footage	
Special Assessments											Based on A/C square footage	
Deferred Maintenance - Reserve												
Building Exterior	147,611	(26)	55,697	55,697	9,225	8,136	4,070	5,112	9,675		Based on Gross square footage	
Capital Improvement Assessment												
HVAC System	6,400	(27)	1,722	1,800	310	370	226	58	1,914		Based on Gross square footage	
Painting - Interior	10,000	(28)	2,690	2,813	484	579	354	90	2,991		Based on Gross square footage	
Elevators	44,000	(29)	13,839	13,839	1,419	1,419	355	1,065	12,065		Based on # of elevator stops per floor/allocated to Gross sq.ft.	
Water Systems - Boilers	6,700	(30)	2,935	3,160	N/A	N/A	465	140	N/A		Based on A/C square footage	
Roof and roof components	10,500	(31)	4,002	4,309	574	790	633	191	N/A		Based on A/C square footage	
Fire Pump	15,600	(32)	4,196	4,388	755	903	551	141	4,666		Based on A/C square footage	
Domestic Water System	800	(33)	350	377	N/A	N/A	55	17	0		Based on A/C square footage	
Cooling Tower	10,000	(34)	0	N/A	4,210	5,790	N/A	N/A	N/A		Based on A/C square footage	
	1,075,353		343,421	425,779	76,799	90,253	85,003	22,739	156,351			

BK: 2784 PG: 1377

Phase III												10/20/2004
West Tower, East Tower, Garage				Exhibit "D"								
Amenity Building and Deck				Emerald Grande Towers							11,451	
Existing 35,565 Retail, 78,000 sf of			Scheduled and Allocation of Building Shared Facilities Expense								1044082	
New Retail Buildings A, D, E, 14,670 sf of "D" Deck		GSF	283,943	296,871	51,112	61,069	37,315	9,535	315,688	1,055,533	
			26.90%	28.13%	4.84%	5.79%	3.54%	0.90%	29.91%	100.00%	Amenity Building 25,655 gsf/Lobby 5,000 gsf
Items											
Bldg. Shared Facilities	**Budget**		**West Tower Condo Parcel**	**East Tower Condo Parcel**	**Bldg. D Condo Parcel**	**Retail Parcel**	**Legendary Service Parcel**	**Residential Shared Facility**	**Garage Owner**	**Footnote**	**Explanation**
Reference Notes for Calculations - Building Shared Facilities:											
1. Consulting Fees	Estimated										
2. Legal Fees	Estimated										
3. Utilities-Electric	697,995 sf X .05 PSF (Towers & D)										
4. Utilities - Water-Cooling Tower	D Building only 112,181 sf X .15 PSF										
5. Utilities - Gas	Towers - 580,814 sf X .04 PSF										
6. Utilities - Trash Removal/Dumpster Compactor	125 units - 1835 Mini Max (3) 2 yd container lease rate 368 mo haul rate 566.25 mo/ 156 units (4) 2 yd containers lease rate 410 mo haul 755 mo										
7. R/M - Building Exterior	328,025 Skin Area X .02 PSF										
8. R/M - Check-in Lobby-Operations Maintenance	4.20 PSF @ 5,000 sf										
9. R/M - Electrical Repair	Estimated										
10. R/M - Electrical Room	Estimated										
11. R/M - Fire Pump	Estimated										
12. R/M - HVAC System	Estimated										
13. R/M - Loading Docks	Estimated										
14. R/M - Porte Cachre-Operations Maintenance	Estimated										
15. R/M - Pressure Washing	$250 mo. X 12 mos										
16. R/M - Roof and Roof Components	697,998 SF X $.01 PSF										
17. R/M - Signage	Estimated										
18. R/M - Stairwells	100 mo. per stairwell (5)										
19. R/M - Water System - Pumps/Boilers	580,814 sf X $.03 sf (East and West Tower)										
20. R/M - Window Cleaning	697,995 sf X .03 PSF includes Towers and D Bldg										
21. Service Contracts - Electrical Systems	Infra-red and switch gear										
22. Service Contracts - Elevator Contract	Per Proposal										
23. Service Contracts - Fire Pump	Diesel Driven										
24. Service Contracts - Janitorial/Maintenance	4 hour per day X $14.72 X 7 Days X 52 Weeks										
25. Taxes - Personal Property	$30,000 X 80% = 1.000 X $.1439 (Millage Rate)										
26. Deferred Maintenance Reserve - Building Exterior	958,698 sf X $.35 = 5 years										
27. Capital Improvement Assessment - HVAC	$95,000 = 15 years										
28. Capital Improvements Assessment- Painting	$30,000 = 3 years										
29. Capital Improvements Assessment - Elevators	$1,000,000 = 25 years										
30. Capital Improvements Assessment - Boilers	$100,000 = 15 years										
31. Capital Improvements Assessment - Roof & Roof Components	93,889 sf X $2.25 = $211,250.25 = 20 years										
32. Capital Improvements Assessment - Emergency Generator	$187,000 estimated = 12 years (Replacement)										
33. Capital Improvements Assessment - Domestic Water System	$8,000 = 10 years										
34. Capital Improvements Assessment - Cooling Tower	$250,000 = 25 years										
AC Area			240,751	259,243	34,541	47,499	38,106	11,500	0	631,640	
AC Area %	631,640		38.12%	41.04%	5.47%	7.52%	6.03%	1.82%	0.00%	100.00%	
Bldg. Skin Area			123,770	123,770	20,500	18,080	9,045	11,360	21,500	328,025	
Bldg. Skin Ar	328,025		37.73%	37.73%	6.25%	5.51%	2.76%	3.46%	6.55%	100.00%	

BK: 2784 PG: 1378

Phase III
West Tower, East Tower, Garage
Amenity Building and Deck
Existing 35,565 Retail, 78,000 sf of
New Retail Buildings A, D, E, 14,670 sf of "D" Deck

10/20/2004

Exhibit "D"
Emerald Grande Towers
Scheduled and Allocation of Garage
Related to Building Shared Expenses

Items Garage Shared Facilities	Estimated Budget	REF	West Tower Condo Parcel	East Tower Condo Parcel	Bldg. D Condo Parcel	Retail Parcel	Legendary Service Parcel	Residential Shared Facility	Footnote	Explanation
Parking Spaces: 750			219	252	21					
Management Fees:										
Management Fees @ 5%	$20,689									
Operations & Maintenance										
Administrative/Onsite Management Office										
On-Site Management - 10%	$15,000									
Janitorial - 10%	$540									
Office Supplies -10%	$7,500									
Telephone/Long Distance - 10%	$1,102									
Utilities - 10%	$318									
License/Fees/Permits - 10%	$250									
Building Shared Use-Professional Fees:										
Accounting Fees	$9,000									
Consulting Fees	$0									
Tax Preparation	$1,000									
Utilities:										
Electric- based on 750 spaces	$121,868									
Water/Sewer										
Gas										
Trash Removal/Dumpster Rental	$4,201									
Repairs & Maintenance										
Electrical Repair	$3,610									
Electrical Supplies	$5,930									
Elevator	Bldg. Shared									
Fire Pump	Bldg. Shared									
Lighting-bulbs	$3,580									
Pressure Washing	Inc. in Janitorial									
Signage	$500									
HVAC Maintenance and Supplies	$3,402									
Water System - Pumps/Boilers	Bldg. Shared									
Gate Equipment Repair	$2,257									
Mechanical (drain maintenance)	$2,600									
Painting	$1,000									
Concert Repairs	$4,006									

BK: 2784 PG: 1379

West Tower, East Tower, Garage
Amenity Building and Deck
Existing 35,565 Retail, 78,000 sf of
New Retail Buildings A, D, E, 14,670 sf of "D" Deck

Exhibit "D"
Emerald Grande Towers
Scheduled and Allocation of Garage
Related to Building Shared Expenses

Items Garage Shared Facilities	Estimated Budget	REF	West Tower Condo Parcel	East Tower Condo Parcel	Bldg. D Condo Parcel	Retail Parcel	Legendary Service Parcel	Residential Shared Facility	Footnote	Explanation
Service Contracts:										
Elevator Maintenance Contract	Bldg. Shared									
Emergency Generator	Bldg. Shared									
Fire/Water Pumps	Bldg. Shared									
Maintenance	$15,000									
Life Safety Equipment-master fire alarm	$1,300									
Pest Control	$1,200									
Security	$64,000									
Sweeping Cleaning	$15,000									
Golf Cart	$1,200									
Building Shared expenses:										
Operating Expenses	$42,727									
Insurance Building Shared:										
Boiler & Machinery	$2,991									
Casualty	$49,491									
Fidelity Bond	$2,991									
Flood	$0									
General Liability	$26,917									
Workers Compensation	$72									
Deductible	$2,991									
Garage Keeper Liability ???										
Taxes:										
Personal Property Taxes	$230									
Capital Improvement Assessment										
Parking Equipment, Ventilation Equipment	$5,000									
Building Shared	$21,636									
Deferred Maintenance - Reserve										
Building Shared	$9,675									
Total Costs	$470,774		$137,466	$158,180	$13,182					
Cost Per Space	$628									

BK: 2784 PG: 1380

Phase III
West Tower, East Tower, Garage
Amenity Building and Deck
Existing 35,565 Retail, 78,000 sf of
New Retail Buildings A, D, E, 14,670 sf of "D" Deck

Exhibit "D"
Emerald Grande Towers
Scheduled and Allocation
Residential Shared Facilities Expenses

10/20/2004

Items Residential Shared Facilities	Budget	REF	387 Bedrooms West Tower Condo Parcel	426 Bedrooms East Tower Condo Parcel	40 Bedrooms Bldg. D Condo Parcel	33 Bedrooms Project Residential Units	Retail Parcel	Legendary Service Parcel	Garage Owner	Footnote	Explanation
Total Bedrooms 886											
Management Fee:											
Management Fees-	$ 70,480		30,785	33,888	3,182	2,625	n/a	n/a	n/a		Ratio of Allocation
Operations & Maintenance @ 5%											Number of Exterior Bedrooms
											Per Building divided
											by Total Bedrooms.
Administrative/Onsite											
Management Office:											
Maintenance Personnel	-		0	0	0	0	n/a	n/a	n/a		
	-		0	0	0	0	n/a	n/a	n/a		
Bellman/Doorman	58,496		25,551	28,126	2,641	2,179	n/a	n/a	n/a		
Guest Services Represenatives & Beach Shuttle	212,968		93,023	102,398	9,615	7,932	n/a	n/a	n/a		
Poolside Attendants	93,228		40,721	44,825	4,209	3,472	n/a	n/a	n/a		
Concierge	54,840		23,954	26,368	2,476	2,043	n/a	n/a	n/a		
Health Club Supervisory	33,668		14,706	16,188	1,520	1,254	n/a	n/a	n/a		
Health Club & Spa Personel	36,560		15,969	17,579	1,651	1,362	n/a	n/a	n/a		
Payroll Tax & Benefits	97,952		42,785	47,097	4,422	3,648	n/a	n/a	n/a		
Office Janitorial	35,040		15,305	16,848	1,582	1,305	n/a	n/a	n/a		
Office Supplies	2,400		1,048	1,154	108	89	n/a	n/a	n/a		
Office Telephone/Long Distance	1,200		524	577	54	45	n/a	n/a	n/a		
Office Utilities	1,200		524	577	54	45	n/a	n/a	n/a		
On-Site Manager			0	0	0	0	n/a	n/a	n/a		
Other Expenses	12,000		5,242	5,770	542	447	n/a	n/a	n/a		
Pool Personnel	30,460		13,305	14,646	1,375	1,135	n/a	n/a	n/a		
Receptionist	29,200		12,754	14,040	1,318	1,088	n/a	n/a	n/a		
License/Fees/Permits:											
Business	1,800		786	865	81	67	n/a	n/a	n/a		
Health	300		131	144	14	11	n/a	n/a	n/a		
Residential Shared Use-Professional Fees:											
Accounting Fees	3,600		1,572	1,731	163	134	n/a	n/a	n/a		
Consulting Fees	1,200		524	577	54	45	n/a	n/a	n/a		
Legal Fees	500		218	240	23	19	n/a	n/a	n/a		
Repairs & Maintenance:											
Amenity FF&E	1,200		524	577	54	45	n/a	n/a	n/a		
Electrical Repair	2,413	(1)	1,054	1,160	109	90	n/a	n/a	n/a		
Exercise Equipment	1,800		786	865	81	67	n/a	n/a	n/a		
HVAC Systems	3,848	(2)	1,681	1,850	174	143	n/a	n/a	n/a		
Loading Docks	1,200		524	577	54	45	n/a	n/a	n/a		
Miscellaneous R/M	1,207	(3)	527	580	54	45	n/a	n/a	n/a		
Outside Lighting	2,774	(4)	1,211	1,334	125	103	n/a	n/a	n/a		
Painting	12,828	(5)	5,603	6,168	579	478	n/a	n/a	n/a		
Plumbing	3,620	(6)	1,581	1,740	163	135	n/a	n/a	n/a		
Pool Deck	6,934	(7)	3,029	3,334	313	258	n/a	n/a	n/a		
Pool/Equipment/Furniture	2,400		1,048	1,154	108	89	n/a	n/a	n/a		
Pressure Washing	0		0	0	0	0	n/a	n/a	n/a		
Residential Amenities Supplies/Maintenance	1,200		524	577	54	45	n/a	n/a	n/a		
Signage	1,500		655	721	68	56	n/a	n/a	n/a		
Supplies-Towels, Arcade Room	-		0	0	0	0	n/a	n/a	n/a		
Window Cleaning Supplies	1,200		524	577	54	45	n/a	n/a	n/a		

BK: 2784 PG: 1381

West Tower, East Tower, Garage
Amenity Building and Deck
Existing 35,565 Retail, 78,000 sf of
New Retail Buildings A, D, E, 14,670 sf of "D" Deck

Emerald Grande Towers
Scheduled and Allocation
Residential Shared Facilities Expenses

Items Residential Shared Facilities	Budget	REF	387 Bedrooms West Tower Condo Parcel	426 Bedrooms East Tower Condo Parcel	40 Bedrooms Bldg. D Condo Parcel	33 Bedrooms Project Residential Units	Retail Parcel	Legendary Service Parcel	Garage Owner	Footnote	Explanation
Service Contracts:											
Fire Alarm Equipment	1,500	(8)	655	721	68	56	n/a	n/a	n/a		
HVAC Maintenance	5,250	(9)	2,293	2,524	237	196	n/a	n/a	n/a		
Janitorial/Maintenance Service	94,024	(10)	41,069	45,208	4,245	3,502	n/a	n/a	n/a		
Landscape - Maintenance	12,000	(11)	5,242	5,770	542	447	n/a	n/a	n/a		
Landscape - Seasonal Plantings/Banners	3,500		1,529	1,683	158	130	n/a	n/a	n/a		
Landscape - Sprinkler	350		153	168	16	13	n/a	n/a	n/a		
Life Safety Equipment	500	(12)	218	240	23	19	n/a	n/a	n/a		
Linen Service	-		0	0	0	0	n/a	n/a	n/a		
Pool Service	42,000	(13)	18,345	20,194	1,896	1,564	n/a	n/a	n/a		
Pest Control	1,200		524	577	54	45	n/a	n/a	n/a		
Security	64,474	(14)	28,162	31,000	2,911	2,401	n/a	n/a	n/a		
Building Shared Expenses:											
Operating Expenses	4,973		2,172	2,391	225	185	n/a	n/a	n/a		
Utilities:											
Electric	100,195	(15)	43,765	48,175	4,523	3,732	n/a	n/a	n/a		
Gas	22,536	(16)	9,843	10,835	1,017	839	n/a	n/a	n/a		
Water/Sewer	6,033	(17)	2,635	2,901	272	225	n/a	n/a	n/a		
Taxes:											
Personal Property	9,300	(18)	4,062	4,472	420	346	n/a	n/a	n/a		
Insurance:											
Provided by Bldg. shared	10,623		4,640	5,108	480	396	n/a	n/a			
Assessments											
Common Assessment	0		0	0	0	0	n/a	n/a	n/a		
Reconstruction Assessment	0		0	0	0	0	n/a	n/a	n/a		
Special Assessments	0		0	0	0	0	n/a	n/a	n/a		
Building Shared Exterior	5,112		2,233	2,458	231	190	n/a	n/a			
Capital Improvement Assessment											
Building Shared	1,641		717	789	74	61					
HVAC Equipment	6,900	(19)	3,014	3,318	312	257	n/a	n/a	n/a		
Painting	5,150	(20)	2,249	2,476	233	192	n/a	n/a	n/a		
FF&E	228,571	(21)	99,839	109,900	10,319	8,513	n/a	n/a	n/a		
Pool Deck	6,934	(22)	3,029	3,334	313	258	n/a	n/a	n/a		
Pool Equipment	26,100	(23)	11,400	12,549	1,178	972	n/a	n/a	n/a		
Total Costs	1,480,079		646,491	711,641	66,821	55,127	0	0			

BK: 2784 PG: 1382

West Tower, East Tower, Garage
Amenity Building and Deck
Existing 35,565 Retail, 78,000 sf of
New Retail Buildings A, D, E, 14,670 sf of "D" Deck

Emerald Grande Towers
Scheduled and Allocation
Residential Shared Facilities Expenses

Items Residential Shared Facilities	Budget	REF	387 Bedrooms West Tower Condo Parcel	426 Bedrooms East Tower Condo Parcel	40 Bedrooms Bldg. D Condo Parcel	33 Bedrooms Project Residential Units	Retail Parcel	Legendary Service Parcel	Garage Owner	Footnote	Explanation
Reference Notes for Calculations - Residential Shared Facilities Expenses:											
1. Electrical Repair -	60,325 sf X $.04										
2. HVAC Systems -	25,655 sf X $.15										
3. Misc. R/M -	60,325 sf X $.02										
4. Outside Lighting	34,670 sf X $.08										
5. Painting	25,655 sf X $.50										
6. Plumbing	60,325 sf X $.06										
7. Pool Deck	34,670 sf X $.20										
8. Fire Alarm Equipment	25,655 sf X $.06										
9. HVAC Maintenance	25,655 sf X $.21										
10. Janitorial/Maintenance Service	16 hours per day Porter and 1.5 Maintenance Per Day										
11. Landscape Maintenance	Numbers Provided by Emerald Coast Landscaping Proposal										
12. Life Safety Equipment	25,655 sf X $.02										
13. Pool Service	Cox Pools Proposal										
14. Security	12 hours per day X 365 days X $14.72 per hour										
15. Electrical	34,670 sf X $1.78 -- 25,655 sf X $1.50				100,195						
16. Gas	34,670 sf X $.65										
17. Water/Sewer	60,325 sf X $.10										
18. Personal Property Tax	$800,000 X 80% = 1,000 X $.14394 (Millage Rate)										
19. HVAC Equipment	25,655 X $4.00 ÷ 15 years										
20. Painting	25,655 X $.60 ÷ 3 years										
21. FF & E	$600,000 ÷ 3 years & 200,000 for 7 years										
22. Pool Deck	34,670 sf X $2.00 ÷ 10 years										
23. Pool Equipment	$129,000+$278,000+$275,000+$100,000 = $260,866 ÷ 10 yrs										
% of Bedrooms			43.68%	48.08%	4.51%	3.72%	n/a	n/a			

BK: 2784 PG: 1383

EXHIBIT "E"

Legal Description of Building Service Parcel

Please see the details as they are reflected in the 117 page drawing of a survey which is part of Exhibit "C".

EXHIBIT "F"

Legal Description of East Tower Condominium Parcel

EXHIBIT "F"

DESCRIPTION:
EMERALD GRANDE EAST 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 EAST 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 ON SAID EAST LINE, SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 114.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ON SAID EAST LINE, SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 274.39 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 173.20 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31 DEGREES 34 MINUTES 33 SECONDS, AN ARC DISTANCE OF 95.45 FEET, (CHORD BEARING AND DISTANCE = NORTH 80 DEGREES 41 MINUTES 51 SECONDS WEST, A DISTANCE OF 94.25 FEET); THENCE NORTH 09 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 274.48 FEET; THENCE SOUTH 80 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 9.02 FEET; THENCE NORTH 78 DEGREES 51 MINUTES 26 SECONDS EAST, A DISTANCE OF 8.55 FEET; THENCE NORTH 87 DEGREES 37 MINUTES 16 SECONDS EAST, A DISTANCE OF 11.75 FEET; THENCE SOUTH 80 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.67 FEET; THENCE SOUTH 84 DEGREES 58 MINUTES 58 SECONDS EAST, A DISTANCE OF 7.98 FEET; THENCE SOUTH 80 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 15.68 FEET; THENCE SOUTH 76 DEGREES 18 MINUTES 20 SECONDS EAST, A DISTANCE OF 7.98 FEET; THENCE SOUTH 80 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.67 FEET; THENCE SOUTH 68 DEGREES 49 MINUTES 34 SECONDS EAST, A DISTANCE OF 11.66 FEET; THENCE SOUTH 60 DEGREES 20 MINUTES 21 SECONDS EAST, A DISTANCE OF 8.63 FEET; THENCE SOUTH 80 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 9.27 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 0.61 ACRES, MORE OR LESS. [26611 SQUARE FEET]

TOGETHER WITH THE FOLLOWING SIX (6) PARCELS:

DESCRIPTION: PARCEL #3
(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 EAST 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 ON SAID EAST LINE, SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 388.34 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 173.20 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31 DEGREES 34 MINUTES 33 SECONDS, AN ARC DISTANCE

OF 95.45 FEET (CHORD BEARING AND DISTANCE = NORTH 80 DEGREES 41 MINUTES 51 SECONDS WEST, A DISTANCE OF 94.25 FEET; THENCE NORTH 09 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 50.34 FEET TO A POINT ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 29.25 FEET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07 DEGREES 56 MINUTES 29 SECONDS, AN ARC DISTANCE OF 4.05 FEET (CHORD BEARING AND DISTANCE = NORTH 13 DEGREES 55 MINUTES 04 SECONDS WEST, A DISTANCE OF 4.05 FEET; THENCE SOUTH 80 DEGREES 49 MINUTES 40 SECONDS EAST, A DISTANCE OF 1.60 FEET; THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 3.73 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 2.79 SQUARE FEET.

DESCRIPTION: PARCEL #4

(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 EAST 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 ON SAID EAST LINE, SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 388.34 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 173.20 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31 DEGREES 34 MINUTES 33 SECONDS, AN ARC DISTANCE OF 95.45 FEET (CHORD BEARING AND DISTANCE = NORTH 80 DEGREES 41 MINUTES 51 SECONDS WEST, A DISTANCE OF 94.25 FEET; THENCE NORTH 09 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 67.12 FEET TO THE POINT OF BEGINNING; THENCE NORTH 63 DEGREES 45 MINUTES 34 SECONDS WEST, A DISTANCE OF 2.24 FEET; THENCE NORTH 42 DEGREES 33 MINUTES 59 SECONDS WEST, A DISTANCE OF 7.30 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 22.40 FEET; THENCE ON THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30 DEGREES 26 MINUTES 38 SECONDS, AN ARC DISTANCE OF 11.90 FEET (CHORD BEARING AND DISTANCE = NORTH 29 DEGREES 33 MINUTES 05 SECONDS EAST, A DISTANCE OF 11.76 FEET; THENCE SOUTH 40 DEGREES 36 MINUTES 56 SECONDS EAST, A DISTANCE OF 5.01 FEET; THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 12.98 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 75.72 SQUARE FEET.

DESCRIPTION: PARCEL #5

(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 EAST 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 ON SAID EAST LINE, SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 388.34 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 173.20 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A

CENTRAL ANGLE OF 31 DEGREES 34 MINUTES 33 SECONDS, AN ARC DISTANCE OF 95.45 FEET (CHORD BEARING AND DISTANCE = NORTH 80 DEGREES 41 MINUTES 51 SECONDS WEST, A DISTANCE OF 94.25 FEET); THENCE NORTH 09 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 80.10 FEET TO THE POINT OF BEGINNING; THENCE NORTH 40 DEGREES 36 MINUTES 56 SECONDS WEST, A DISTANCE OF 5.01 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 22.40 FEET; THENCE ON THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46 DEGREES 42 MINUTES 43 SECONDS, AN ARC DISTANCE OF 18.27 FEET (CHORD BEARING AND DISTANCE = NORTH 09 DEGREES 01 MINUTES 35 SECONDS WEST, A DISTANCE OF 17.76 FEET) TO A POINT ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 23.55 FEET; THENCE ON THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52 DEGREES 28 MINUTES 12 SECONDS, AN ARC DISTANCE OF 21.57 FEET (CHORD BEARING AND DISTANCE = NORTH 36 DEGREES 18 MINUTES 19 SECONDS EAST, A DISTANCE OF 20.82 FEET); THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 38.64 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 149.64 SQUARE FEET.

DESCRIPTION: PARCEL #6

(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 EAST 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 ON SAID EAST LINE, SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 388.34 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 173.20 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02 DEGREES 30 MINUTES 21 SECONDS, AN ARC DISTANCE OF 7.57 FEET (CHORD BEARING AND DISTANCE = SOUTH 84 DEGREES 46 MINUTES 03 SECONDS WEST, A DISTANCE OF 7.57 FEET) TO THE POINT OF BEGINNING; THENCE SOUTH 09 DEGREES 22 MINUTES 41 SECONDS WEST, A DISTANCE OF 3.60 FEET; THENCE NORTH 80 DEGREES 37 MINUTES 19 SECONDS WEST, A DISTANCE OF 17.30 FEET; THENCE SOUTH 09 DEGREES 22 MINUTES 41 SECONDS WEST, A DISTANCE OF 11.10 FEET; THENCE SOUTH 41 DEGREES 19 MINUTES 56 SECONDS EAST, A DISTANCE OF 0.51 FEET; THENCE SOUTH 54 DEGREES 22 MINUTES 41 SECONDS WEST, A DISTANCE OF 2.00 FEET; THENCE NORTH 35 DEGREES 37 MINUTES 19 SECONDS WEST, A DISTANCE OF 0.50 FEET; THENCE NORTH 80 DEGREES 37 MINUTES 19 SECONDS WEST, A DISTANCE OF 60.09 FEET; THENCE NORTH 09 DEGREES 11 MINUTES 13 SECONDS EAST, A DISTANCE OF 15.80 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 173.20 FEET; THENCE ON THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26 DEGREES 18 MINUTES 05 SECONDS, AN ARC DISTANCE OF 79.51 FEET (CHORD BEARING AND DISTANCE = SOUTH 80 DEGREES 49 MINUTES 44 SECONDS EAST, A DISTANCE OF 78.81 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 800.47 SQUARE FEET.

DESCRIPTION: PARCEL #16

(AS WRITTEN)

(ALL AIR SPACE AND RIGHTS RELATED THERETO FROM AN ELEVATION OF 63.33 FEET, TO AN ELEVATION OF 150.32 FEET, NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).

COMMENCE AT THE INTERSECTION OF THE EAST 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 ON SAID EAST LINE, SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 114.01 FEET; THENCE DEPARTING SAID EAST LINE, GO NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 6.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 2.68 FEET; THENCE NORTH 60 DEGREES 20 MINUTES 21 SECONDS WEST, A DISTANCE OF 8.63 FEET; THENCE NORTH 68 DEGREES 49 MINUTES 34 SECONDS WEST, A DISTANCE OF 11.66 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 1.34 FEET; THENCE NORTH 09 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 0.44 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 120.93 FEET; THENCE ON THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11 DEGREES 30 MINUTES 18 SECONDS, AN ARC DISTANCE OF 24.28 FEET (CHORD BEARING AND DISTANCE = SOUTH 66 DEGREES 45 MINUTES 01 SECONDS EAST, A DISTANCE OF 24.24 FEET) TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.

SAID PARCEL CONTAINING 11.17 SQUARE FEET.

DESCRIPTION: PARCEL #17

(AS WRITTEN)

(ALL AIR SPACE AND RIGHTS RELATED THERETO FROM AN ELEVATION OF 63.33 FEET, TO AN ELEVATION OF 150.32 FEET, NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).

COMMENCE AT THE INTERSECTION OF THE EAST 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 ON SAID EAST LINE, SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 114.01 FEET; THENCE DEPARTING SAID EAST LINE, GO NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 9.27 FEET; THENCE NORTH 60 DEGREES 20 MINUTES 21 SECONDS WEST, A DISTANCE OF 8.63 FEET; THENCE NORTH 68 DEGREES 49 MINUTES 34 SECONDS WEST, A DISTANCE OF 11.66 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.67 FEET; THENCE NORTH 76 DEGREES 18 MINUTES 20 SECONDS WEST, A DISTANCE OF 7.98 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 15.68 FEET; THENCE NORTH 84 DEGREES 58 MINUTES 58 SECONDS WEST, A DISTANCE OF 7.98 FEET; THENCE NORTH 80 DESGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 1.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 1.34 FEET; THENCE SOUTH 87 DEGREES 37 MINUTES 16 SECONDS WEST, A DISTANCE OF 11.75 FEET; THENCE SOUTH 78 DEGREES 51 MINUTES 26 SECONDS WEST, A DISTANCE OF 8.55 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 2.68 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 120.93 FEET; THENCE ON THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11 DEGREES 30 MINUTES 18 SECONDS, AN ARC DISTANCE OF 24.28 FEET (CHORD BEARING AND DISTANCE = NORTH 85 DEGREES 27 MINUTES 43 SECONDS EAST, A DISTANCE OF 24.24 FEET); THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 0.44 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.

SAID PARCEL CONTAINING 10.93 SQUARE FEET.

EXHIBIT "G"

Intentionally Omitted

EXHIBIT "H"

Legal Description of West Tower Condominium Parcel

EXHIBIT "H"

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

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;

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

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

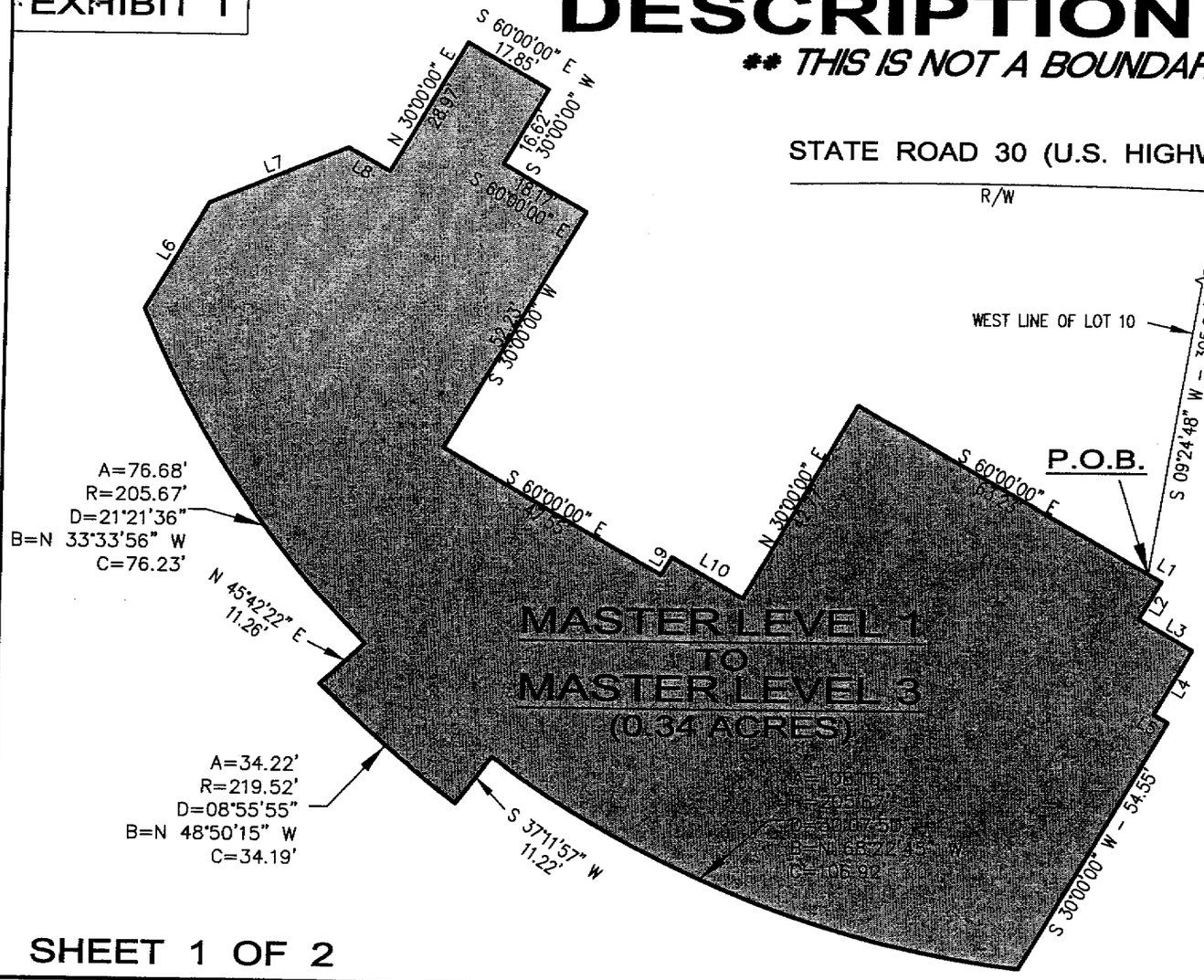
DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 2.10 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 31.40 SQUARE FEET.

EXHIBIT I

DESCRIPTION SKETCH

**** THIS IS NOT A BOUNDARY SURVEY ****



GRAPHIC SCALE

0 15 30 60

(IN FEET)

1 inch = 30 ft.

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)

LEGEND:

#	=	NUMBER
L.B.	=	LICENSED BUSINESS
A	=	ARC LENGTH
R	=	RADIUS
D	=	DELTA ANGLE
B	=	CHORD BEARING
C	=	CHORD LENGTH
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
R/W	=	RIGHT OF WAY
INC.	=	INCORPORATED
DWG	=	DRAWING
L1–L10	=	LINE IDENTIFICATION (SEE LINE TABLE)
N/A	=	NOT APPLICABLE

LINE TABLE

LINE#	BEARING	LENGTH
L1	S 60°00'00" E	2.95'
L2	S 30°00'00" W	8.33'
L3	S 60°00'00" E	11.82'
L4	S 30°00'00" W	14.24'
L5	S 60°00'00" E	3.12'
L6	N 30°00'00" E	23.42'
L7	N 66°56'27" E	27.70'
L8	S 60°00'00" E	9.00'
L9	N 30°00'00" E	4.00'
L10	S 60°00'00" E	15.61'

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE WEST LINE OF LOT 10, MORENO POINT MILITARY RESERVATION (DEED BOOK 25, PAGE 573), SAID LINE BEING S 09°24'48" W.

SHEET 1 OF 2

DATE	REVISION	BY

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTARR DRIVE
DESTIN, FLORIDA 32541
(850) 837-8242 (PHONE)
(850) 654-2740 (FAX)
E-MAIL: ECA-FL.COM

A PORTION OF EMERALD GRANDE TOWERS IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA.

THE SKETCH SHOWN HEREON, PREPARED IN ACCORDANCE WITH SECTION 472.027 FLORIDA STATUTES AND CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODES, MINIMUM TECHNICAL STANDARDS, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

STATE OF FLORIDA

5-15-2007

DARYL E.W. BURGIS FLORIDA LICENSED SURVEYOR AND MAPPER # 4980
EMERALD COAST ASSOCIATES, INC., L.B. # 3724

REQUESTED BY: TOM PATTON	FIELD DATE: N/A	PROJECT: 01-254	DWG. DATE: 05/09/07	SCALE: 1"= 30'
FOR: LEGENDARY, INC.	FIELD BOOK(S): N/A	ORDER: 06-0895	DRAWN BY: HMP	FILE: G:\01\01-254_RETAIL

01-254R1

G:\01\01-254\01-254_RETAIL.dwg, Layout1, Mike, May 15, 2007 - 9:37:46am

BK: 2784 PG: 1398

Exhibit I, page 1 of 10

DESCRIPTION SKETCH

*** THIS IS NOT A BOUNDARY SURVEY ***

DESCRIPTION: EXHIBIT I
MASTER LEVEL 1 TO MASTER LEVEL 3
(AS WRITTEN)

(ALL AIR SPACE AND RIGHTS RELATED THERETO FROM AN ELEVATION OF 9.00 FEET, TO AN ELEVATION OF 24.00 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 DEPARTING SAID SOUTH RIGHT OF WAY LINE, GO SOUTH 09 DEGREES 24 MINUTES 48 SECONDS WEST ON SAID WEST LINE OF LOT 10, A DISTANCE OF 305.96 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE OF LOT 10, GO SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 2.95 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 8.33 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 11.82 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 14.24 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 3.12 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 54.55 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 205.67 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30 DEGREES 07 MINUTES 50 SECONDS, AN ARC DISTANCE OF 108.16 FEET, (CHORD BEARING AND DISTANCE = NORTH 68 DEGREES 22 MINUTES 45 SECONDS WEST, A DISTANCE OF 106.92 FEET); THENCE SOUTH 37 DEGREES 11 MINUTES 57 SECONDS WEST, A DISTANCE OF 11.22 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 219.52 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08 DEGREES 55 MINUTES 55 SECONDS, AN ARC DISTANCE OF 34.22 FEET, (CHORD BEARING AND DISTANCE = NORTH 48 DEGREES 50 MINUTES 15 SECONDS WEST, A DISTANCE OF 34.19 FEET); THENCE NORTH 45 DEGREES 42 MINUTES 22 SECONDS EAST, A DISTANCE OF 11.26 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 205.67 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21 DEGREES 21 MINUTES 36 SECONDS, AN ARC DISTANCE OF 76.68 FEET, (CHORD BEARING AND DISTANCE = NORTH 33 DEGREES 33 MINUTES 56 SECONDS WEST, A DISTANCE OF 76.23 FEET); THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 23.42 FEET; THENCE NORTH 66 DEGREES 56 MINUTES 27 SECONDS EAST, A DISTANCE OF 27.70 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 9.00 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 28.97 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 17.85 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 16.62 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 18.17 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 52.23 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 47.55 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 4.00 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 15.61 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 42.77 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 63.23 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 0.34 ACRES, MORE OR LESS. [14725.36 SQUARE FEET]

SHEET 2 OF 2

DATE	REVISION	BY

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTARR DRIVE
DESTIN, FLORIDA 32541
(850) 837-8242 (PHONE)
(850) 654-2740 (FAX)
E-MAIL: ECA-FL.COM

A PORTION OF EMERALD GRANDE TOWERS IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA.

SEE SHEET 1 OF 2 FOR LEGEND GENERAL NOTES AND SURVEYOR'SCERTIFICATE

REQUESTED BY: TOM PATTON	FIELD DATE: N/A	PROJECT: 01-254	DWG. DATE: 05/09/07	SCALE: 1"= 30'
FOR: LEGENDARY, INC.	FIELD BOOK(S): N/A	ORDER: 06-0895	DRAWN BY: HMP	FILE: G:\01\01-254_RETAIL

01-254R1

G:\01\01-254\01-254_RETAIL.dwg, Layout2, Mike, May 15, 2007 - 9:37:47am

BK: 2784 PG: 1399

EXHIBIT I

DESCRIPTION SKETCH

**** THIS IS NOT A BOUNDARY SURVEY ****

STATE ROAD 30 (U.S. HIGHWAY 98, R/W VARIES)

GRAPHIC SCALE

0 15 30 60

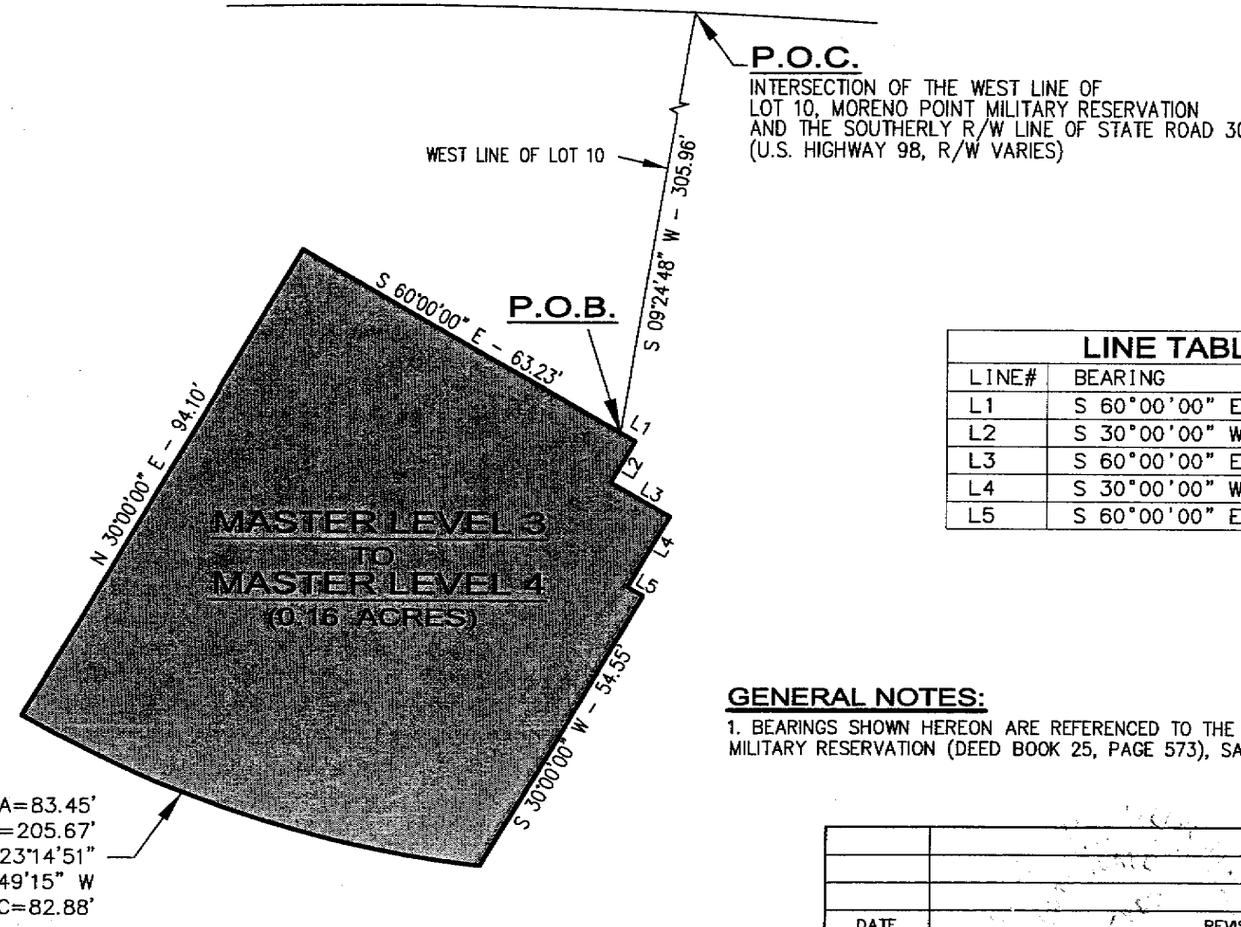
(IN FEET)

1 inch = 30 ft.



LEGEND:

#	= NUMBER
L.B.	= LICENSED BUSINESS
A	= ARC LENGTH
R	= RADIUS
D	= DELTA ANGLE
B	= CHORD BEARING
C	= CHORD LENGTH
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
R/W	= RIGHT OF WAY
INC.	= INCORPORATED
DWG	= DRAWING
L1-L5	= LINE IDENTIFICATION (SEE LINE TABLE)
N/A	= NOT APPLICABLE



LINE TABLE		
LINE#	BEARING	LENGTH
L1	S 60°00'00" E	2.95'
L2	S 30°00'00" W	8.33'
L3	S 60°00'00" E	11.82'
L4	S 30°00'00" W	14.24'
L5	S 60°00'00" E	3.12'

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE WEST LINE OF LOT 10, MORENO POINT MILITARY RESERVATION (DEED BOOK 25, PAGE 573), SAID LINE BEING S 09°24'48" W.

SHEET 1 OF 2

DATE	REVISION	BY

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTARR DRIVE
DESTIN, FLORIDA 32541
(850) 837-8242 (PHONE)
(850) 654-2740 (FAX)
E-MAIL: ECA-FL.COM

A PORTION OF EMERALD GRANDE TOWERS IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA.

THE SKETCH SHOWN HEREON, PREPARED IN ACCORDANCE WITH SECTION 472.027 FLORIDA STATUTES AND CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, MINIMUM TECHNICAL STANDARDS, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Daryl W Burgis 5-15-2007

DARYL E.W. BURGIS FLORIDA LICENSED SURVEYOR AND MAPPER # 4980
EMERALD COAST ASSOCIATES, INC., L.B. # 3724

REQUESTED BY: TOM PATTON	FIELD DATE: N/A	PROJECT: 01-254	DWG. DATE: 05/09/07	SCALE: 1"= 30'
FOR: LEGENDARY, INC.	FIELD BOOK(S): N/A	ORDER: 06-0895	DRAWN BY: HMP	FILE: G:\01\01-254_RETAIL

01-254R2

G:\01\01-254\01-254_RETAIL.dwg, Layout3, Mike, May 15, 2007 - 11:34:43am

BK: 2784 PG: 1400

DESCRIPTION SKETCH

*** THIS IS NOT A BOUNDARY SURVEY ***

DESCRIPTION: EXHIBIT I
MASTER LEVEL 3 TO MASTER LEVEL 4
(AS WRITTEN)

(ALL AIR SPACE AND RIGHTS RELATED THERETO FROM AN ELEVATION OF 24.00 FEET, TO AN ELEVATION OF 39.17 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 DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, GO SOUTH 09 DEGREES 24 MINUTES 48 SECONDS WEST ON SAID WEST LINE OF LOT 10, A DISTANCE OF 305.96 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE OF LOT 10, GO SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 2.95 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 8.33 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 11.82 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 14.24 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 3.12 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 54.55 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 205.67 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23 DEGREES 14 MINUTES 51 SECONDS, AN ARC DISTANCE OF 83.45 FEET, (CHORD BEARING AND DISTANCE = NORTH 71 DEGREES 49 MINUTES 15 SECONDS WEST, A DISTANCE OF 82.88 FEET); THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 94.10 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 63.23 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 0.16 ACRES, MORE OR LESS. [13797.55 SQUARE FEET]

SHEET 2 OF 2

DATE	REVISION	BY

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTARR DRIVE
DESTIN, FLORIDA 32541
(850) 837-8242 (PHONE)
(850) 654-2740 (FAX)
E-MAIL: ECA-FL.COM

A PORTION OF EMERALD GRANDE TOWERS IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA.

SEE SHEET 1 OF 2 FOR LEGEND GENERAL NOTES AND SURVEYOR'SCERTIFICATE

REQUESTED BY: TOM PATTON	FIELD DATE: N/A	PROJECT: 01-254	DWG. DATE: 05/09/07	SCALE: 1"= 30'
FOR: LEGENDARY, INC.	FIELD BOOK(S): N/A	ORDER: 06-0895	DRAWN BY: HMP	FILE: G:\01\01-254_RETAIL

01-254R2

G:\01\01-254\01-254\01-254_RETAIL.dwg, Layout4, Mike, May 15, 2007 - 11:34:30am

BK: 2784 PG: 1401

EXHIBIT "I"

Legal Description of Retail Parcel

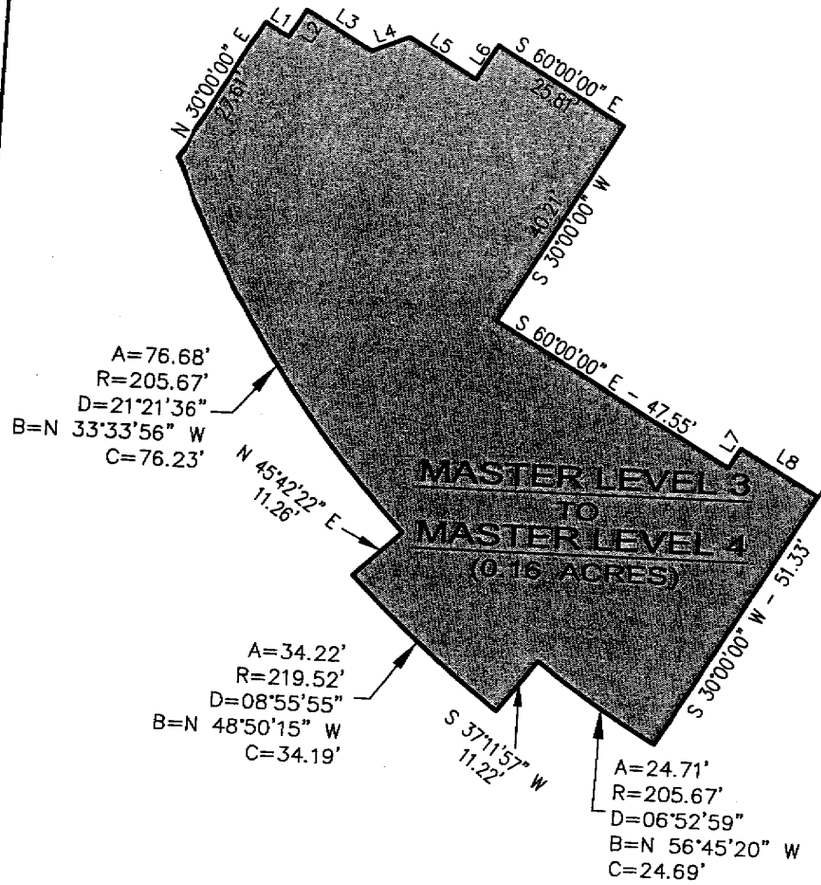
As shown on drawings of surveys
Attached as Exhibit "I" pages 1-10.

EXHIBIT 1

DESCRIPTION SKETCH

**** THIS IS NOT A BOUNDARY SURVEY ****

STATE ROAD 30 (U.S. HIGHWAY 98, R/W VARIES)



GRAPHIC SCALE

0 15 30 60

(IN FEET)

1 inch = 30 ft.

LINE TABLE

LINE#	BEARING	LENGTH
L1	S 60°00'00" E	4.79'
L2	N 30°00'00" E	5.69'
L3	S 60°00'00" E	13.28'
L4	N 66°56'27" E	7.00'
L5	S 60°00'00" E	13.58'
L6	N 30°00'00" E	7.00'
L7	N 30°00'00" E	4.00'
L8	S 60°00'00" E	15.61'

LEGEND:

#	= NUMBER
L.B.	= LICENSED BUSINESS
A	= ARC LENGTH
R	= RADIUS
D	= DELTA ANGLE
B	= CHORD BEARING
C	= CHORD LENGTH
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
R/W	= RIGHT OF WAY
INC.	= INCORPORATED
DWG	= DRAWING
L1-L8	= LINE IDENTIFICATION (SEE LINE TABLE)
N/A	= NOT APPLICABLE

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE WEST LINE OF LOT 10, MORENO POINT MILITARY RESERVATION (DEED BOOK 25, PAGE 573), SAID LINE BEING S 09°24'48" W.

SHEET 1 OF 2

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTARR DRIVE
DESTIN, FLORIDA 32541
(850) 837-8242 (PHONE)
(850) 654-2740 (FAX)
E-MAIL: ECA-FL.COM

A PORTION OF EMERALD GRANDE TOWERS IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA.

DATE	REVISION	BY

THE SKETCH SHOWN HEREON, PREPARED IN ACCORDANCE WITH SECTION 472.027 FLORIDA STATUTES AND CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, MINIMUM TECHNICAL STANDARDS, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

5-15-2007

DARYL E.W. BURGIS FLORIDA LICENSED SURVEYOR AND MAPPER # 4980
EMERALD COAST ASSOCIATES, INC. L.B. # 3704

REQUESTED BY: TOM PATTON	FIELD DATE: N/A	PROJECT: 01-254	DWG. DATE: 05/09/07	SCALE: 1"= 30'
FOR: LEGENDARY, INC.	FIELD BOOK(S): N/A	ORDER: 06-0895	DRAWN BY: HMP	FILE: G:\01\01-254_RETAIL

01-254B2

G:\01\01-254\01-254_RETAIL.dwg, Layout5, Mike, May 15, 2007 - 11:34:07am

BK: 2784 PG: 1403

DESCRIPTION SKETCH

*** THIS IS NOT A BOUNDARY SURVEY ***

DESCRIPTION: EXHIBIT I
MASTER LEVEL 3 TO MASTER LEVEL 4
(AS WRITTEN)

(ALL AIR SPACE AND RIGHTS RELATED THERETO FROM AN ELEVATION OF 24.00 FEET, TO AN ELEVATION OF 38.17 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 DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, GO SOUTH 09 DEGREES 24 MINUTES 48 SECONDS WEST ON SAID WEST LINE OF LOT 10, A DISTANCE OF 305.96 FEET; THENCE DEPARTING SAID WEST LINE OF LOT 10, GO NORTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 63.23 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 42.77 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 51.33 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 205.67 FEET; THENCE ON THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06 DEGREES 52 MINUTES 59 SECONDS, AN ARC DISTANCE OF 24.71 FEET (CHORD BEARING AND DISTANCE = NORTH 56 DEGREES 45 MINUTES 20 SECONDS WEST, A DISTANCE OF 24.69 FEET); THENCE SOUTH 37 DEGREES 11 MINUTES 57 SECONDS WEST, A DISTANCE OF 11.22 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 219.52 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08 DEGREES 55 MINUTES 55 SECONDS, AN ARC DISTANCE OF 34.22 FEET, (CHORD BEARING AND DISTANCE = NORTH 48 DEGREES 50 MINUTES 15 SECONDS WEST, A DISTANCE OF 34.19 FEET); THENCE NORTH 45 DEGREES 42 MINUTES 22 SECONDS EAST, A DISTANCE OF 11.26 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 205.67 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21 DEGREES 21 MINUTES 36 SECONDS, AN ARC DISTANCE OF 76.68 FEET, (CHORD BEARING AND DISTANCE = NORTH 33 DEGREES 33 MINUTES 56 SECONDS WEST, A DISTANCE OF 76.23 FEET); THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 27.61 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 4.79 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 5.69 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 13.28 FEET; THENCE NORTH 66 DEGREES 56 MINUTES 27 SECONDS EAST, A DISTANCE OF 7.00 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 13.58 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 7.00 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 25.81 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 40.21 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 47.55 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 4.00 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 15.61 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 0.16 ACRES, MORE OR LESS. [6787.78 SQUARE FEET]

SHEET 2 OF 2

DATE	REVISION	BY

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTARR DRIVE
DESTIN, FLORIDA 32541
(850) 837-8242 (PHONE)
(850) 654-2740 (FAX)
E-MAIL: ECA-FL.COM

A PORTION OF EMERALD GRANDE TOWERS IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA.

SEE SHEET 1 OF 2 FOR LEGEND GENERAL NOTES AND SURVEYOR'SCERTIFICATE

REQUESTED BY: TOM PATTON	FIELD DATE: N/A	PROJECT: 01-254	DWG. DATE: 05/09/07	SCALE: 1"= 30'
FOR: LEGENDARY, INC.	FIELD BOOK(S): N/A	ORDER: 06-0895	DRAWN BY: HMP	FILE: G:\01\01-254_RETAIL

01-254R3

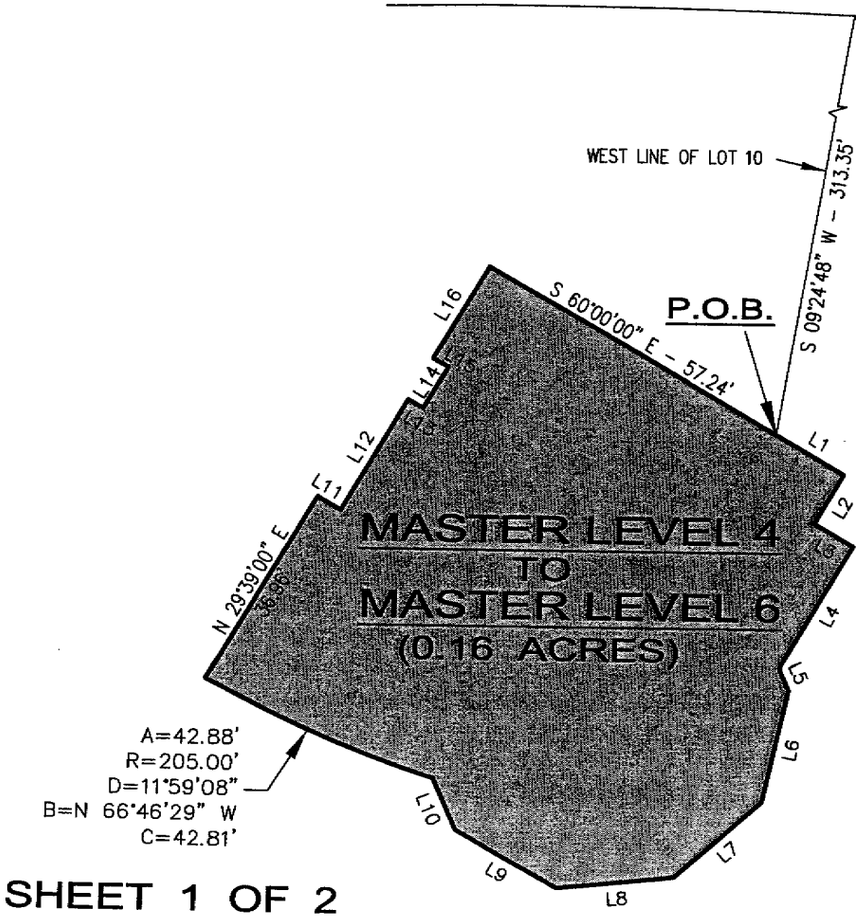
G:\01\01-254\01-254\01-254_RETAIL.dwg, Layout6, Mike, May 15, 2007 - 11:33:56am

BK: 2784 PG: 1404

EXHIBIT I

DESCRIPTION SKETCH

**** THIS IS NOT A BOUNDARY SURVEY ****



GRAPHIC SCALE

0 15 30 60

(IN FEET)

1 inch = 30 ft.

LINE TABLE		
LINE#	BEARING	LENGTH
L1	S 60°00'00" E	13.72'
L2	S 30°00'00" W	9.93'
L3	S 60°00'00" E	7.91'
L4	S 30°00'00" W	24.77'
L5	S 24°00'00" E	4.19'
L6	S 12°00'00" W	20.05'
L7	S 48°00'00" W	20.05'
L8	S 84°00'00" W	20.05'
L9	N 60°00'00" W	20.05'
L10	N 24°07'33" W	9.85'
L11	S 60°00'00" E	4.69'
L12	N 30°00'00" E	22.49'
L13	S 60°00'00" E	3.00'
L14	N 30°00'00" E	8.27'
L15	N 60°00'00" W	3.00'
L16	N 30°00'00" E	18.64'

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE WEST LINE OF LOT 10, MORENO POINT MILITARY RESERVATION (DEED BOOK 25, PAGE 573), SAID LINE BEING S 09°24'48" W.

SHEET 1 OF 2

DATE	REVISION	BY

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTARR DRIVE
DESTIN, FLORIDA 32541
(850) 837-8242 (PHONE)
(850) 654-2740 (FAX)
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A PORTION OF EMERALD GRANDE TOWERS IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA.

THE SKETCH SHOWN HEREON, PREPARED IN ACCORDANCE WITH SECTION 472.027 FLORIDA STATUTES AND CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, MINIMUM TECHNICAL STANDARDS, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Daryl W Burgis 5-15-2007

DARYL E.W. BURGIS FLORIDA LICENSED SURVEYOR AND MAPPER # 4980
EMERALD COAST ASSOCIATES, INC., L.B. # 3724

REQUESTED BY: TOM PATTON	FIELD DATE: N/A	PROJECT: 01-254	DWG. DATE: 05/09/07	SCALE: 1"= 30'
FOR: LEGENDARY, INC.	FIELD BOOK(S): N/A	ORDER: 06-0895	DRAWN BY: HMP	FILE: G:\01\01-254_RETAIL

01-254R4

G:\01\01-254\01-254\01-254_RETAIL.dwg, Layout7, Mike, May 15, 2007 - 9:37:52am

BK: 2784 PG: 1405

DESCRIPTION SKETCH

*** THIS IS NOT A BOUNDARY SURVEY ***

DESCRIPTION: EXHIBIT I
MASTER LEVEL 4 TO MASTER LEVEL 6
(AS WRITTEN)

(ALL AIR SPACE AND RIGHTS RELATED THERETO FROM AN ELEVATION OF 39.17 FEET, TO AN ELEVATION OF 63.33 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 DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, GO SOUTH 09 DEGREES 24 MINUTES 48 SECONDS WEST ON SAID WEST LINE OF LOT 10, A DISTANCE OF 313.35 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE OF LOT 10, GO SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 13.72 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 9.93 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 7.91 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 24.77 FEET; THENCE SOUTH 24 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 4.19 FEET; THENCE SOUTH 12 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 20.05 FEET; THENCE SOUTH 48 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 20.05 FEET; THENCE SOUTH 84 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 20.05 FEET; THENCE NORTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 20.05 FEET; THENCE NORTH 24 DEGREES 07 MINUTES 33 SECONDS WEST, A DISTANCE OF 9.85 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 205.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11 DEGREES 59 MINUTES 08 SECONDS, AN ARC DISTANCE OF 42.88 FEET, (CHORD BEARING AND DISTANCE = NORTH 66 DEGREES 46 MINUTES 29 SECONDS WEST, A DISTANCE OF 42.81 FEET); THENCE NORTH 29 DEGREES 39 MINUTES 00 SECONDS EAST, A DISTANCE OF 36.96 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 4.69 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 22.49 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 3.00 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 8.27 FEET; THENCE NORTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 3.00 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 18.64 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 57.24 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 0.16 ACRES, MORE OR LESS. [7006.69 SQUARE FEET]

SHEET 2 OF 2

DATE	REVISION	BY

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTARR DRIVE
DESTIN, FLORIDA 32541
(850) 837-8242 (PHONE)
(850) 654-2740 (FAX)
E-MAIL: ECA-FL.COM

A PORTION OF EMERALD GRANDE TOWERS IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA.

SEE SHEET 1 OF 2 FOR LEGEND GENERAL NOTES AND SURVEYOR'SCERTIFICATE

REQUESTED BY: TOM PATTON	FIELD DATE: N/A	PROJECT: 01-254	DWG. DATE: 05/09/07	SCALE: 1"= 30'
FOR: LEGENDARY, INC.	FIELD BOOK(S): N/A	ORDER: 06-0895	DRAWN BY: HMP	FILE: G:\01\01-254_RETAIL

01-254R4

G:\01\01-254\01-254\01-254_RETAIL.dwg, Layout8, Mike, May 15, 2007 - 9:37:52am

BK: 2784 PG: 1406

DESCRIPTION SKETCH

**** THIS IS NOT A BOUNDARY SURVEY ****

EXHIBIT I

STATE ROAD 30 (U.S. HIGHWAY 98, R/W VARIES)

LEGEND:

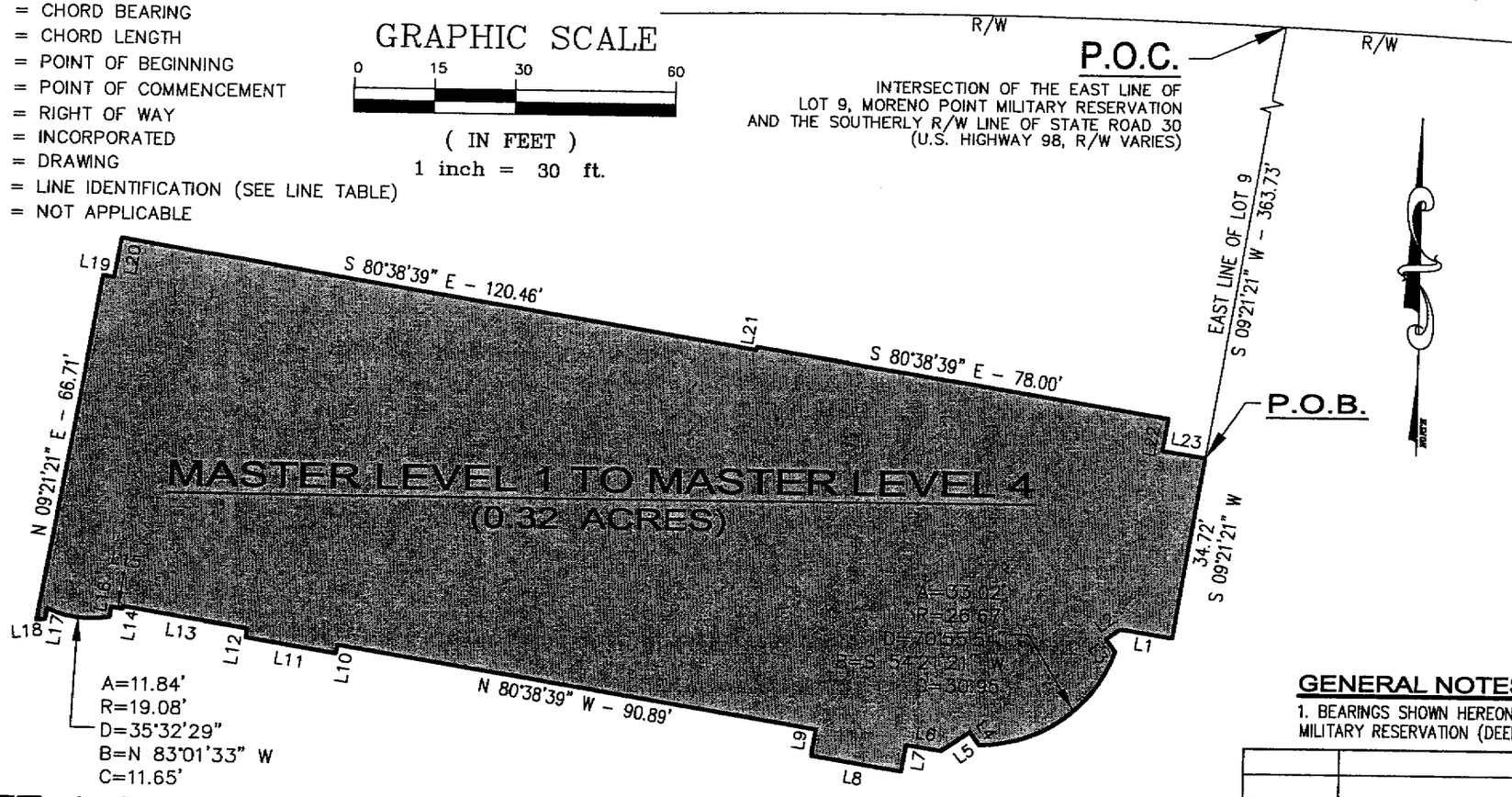
#	= NUMBER
L.B.	= LICENSED BUSINESS
A	= ARC LENGTH
R	= RADIUS
D	= DELTA ANGLE
B	= CHORD BEARING
C	= CHORD LENGTH
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
R/W	= RIGHT OF WAY
INC.	= INCORPORATED
DWG	= DRAWING
L1–L23	= LINE IDENTIFICATION (SEE LINE TABLE)
N/A	= NOT APPLICABLE

GRAPHIC SCALE

0 15 30 60

(IN FEET)

1 inch = 30 ft.



LINE TABLE		
LINE#	BEARING	LENGTH
L1	N 80°38'39" W	9.94'
L2	S 54°21'21" W	3.25'
L3	S 35°38'39" E	2.98'
L4	N 35°38'39" W	2.98'
L5	S 54°21'21" W	6.27'
L6	N 80°38'39" W	6.57'
L7	S 09°21'21" W	5.10'
L8	N 80°38'39" W	17.05'
L9	N 09°21'21" E	5.10'
L10	S 09°21'21" W	1.69'
L11	N 80°38'39" W	17.23'
L12	N 09°21'21" E	1.69'
L13	N 80°38'39" W	23.19'
L14	S 09°21'21" W	0.57'
L15	N 80°38'39" W	2.13'
L16	S 09°21'21" W	1.90'
L17	S 09°21'21" W	2.08'
L18	S 84°17'21" W	1.49'
L19	S 80°38'39" E	2.00'
L20	N 09°21'21" E	7.64'
L21	N 09°21'21" E	0.61'
L22	S 09°21'21" W	6.19'
L23	S 80°38'42" E	8.24'

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE EAST LINE OF LOT 9, MORENO POINT MILITARY RESERVATION (DEED BOOK 25, PAGE 573), SAID LINE BEING S 09°21'21" W.

SHEET 1 OF 2

DATE	REVISION	BY

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTARR DRIVE
DESTIN, FLORIDA 32541
(850) 837-8242 (PHONE)
(850) 654-2740 (FAX)
E-MAIL: ECA-FL.COM

A PORTION OF EMERALD GRANDE TOWERS IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA.

THE SKETCH SHOWN HEREON, PREPARED IN ACCORDANCE WITH SECTION 472.027 FLORIDA STATUTES AND CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, MINIMUM TECHNICAL STANDARDS, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Daryl W Burgis 5-15-2007

DARYL E.W. BURGIS FLORIDA LICENSED SURVEYOR AND MAPPER # 4980
EMERALD COAST ASSOCIATES, INC., L.B. # 3724

REQUESTED BY: TOM PATTON	FIELD DATE: N/A	PROJECT: 01-254	DWG. DATE: 05/09/07	SCALE: 1"= 30'
FOR: LEGENDARY, INC.	FIELD BOOK(S): N/A	ORDER: 06-0895	DRAWN BY: HMP	FILE: G:\01\01-254_RETAIL

01-254R5

G:\01\01-254\01-254\01-254_RETAIL.dwg, Layout9, Mike, May 15, 2007 - 9:37:53am

BK: 2784 PG: 1407

Exhibit F, Page 9 of 10

DESCRIPTION SKETCH

*** THIS IS NOT A BOUNDARY SURVEY ***

DESCRIPTION: EXHIBIT I
MASTER LEVEL 1 TO MASTER LEVEL 4
(AS WRITTEN)

(ALL AIR SPACE AND RIGHTS RELATED THERETO FROM AN ELEVATION OF 9.00 FEET, TO AN ELEVATION OF 39.17 FEET, NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29)

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF LOT 9, 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 DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, GO SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST ON SAID EAST LINE OF LOT 9, A DISTANCE OF 363.73 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 34.72 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 9.94 FEET; THENCE SOUTH 54 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 3.25 FEET; THENCE SOUTH 35 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 3.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 26.67 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 70 DEGREES 41 MINUTES 03 SECONDS, AN ARC DISTANCE OF 33.01 FEET, (CHORD BEARING AND DISTANCE = SOUTH 54 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 30.95 FEET); THENCE NORTH 35 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 3.00 FEET; THENCE SOUTH 54 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 6.27 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 6.57 FEET; THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 5.10 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 17.05 FEET; THENCE NORTH 09 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 5.10 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 90.89 FEET; THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 1.69 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 17.23 FEET; THENCE NORTH 09 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 1.69 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 23.19 FEET; THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 0.57 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 2.13 FEET; THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 1.90 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 19.08 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35 DEGREES 32 MINUTES 29 SECONDS, AN ARC DISTANCE OF 11.84 FEET, (CHORD BEARING AND DISTANCE = NORTH 83 DEGREES 01 MINUTES 33 SECONDS WEST, A DISTANCE OF 11.65 FEET); THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 2.08 FEET; THENCE SOUTH 84 DEGREES 17 MINUTES 21 SECONDS WEST, A DISTANCE OF 1.49 FEET; THENCE NORTH 09 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 66.71 FEET; THENCE SOUTH 80 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.00 FEET; THENCE NORTH 09 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 7.64 FEET; THENCE SOUTH 80 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 120.46 FEET; THENCE NORTH 09 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 0.61 FEET; THENCE SOUTH 80 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 78.00 FEET; THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 6.19 FEET; THENCE SOUTH 80 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 8.24 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 0.32 ACRES, MORE OR LESS. [14036.89 SQUARE FEET]

SHEET 2 OF 2

DATE	REVISION	BY

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTARR DRIVE
DESTIN, FLORIDA 32541
(850) 837-8242 (PHONE)
(850) 654-2740 (FAX)
E-MAIL: ECA-FL.COM

A PORTION OF EMERALD GRANDE TOWERS IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA.

SEE SHEET 1 OF 2 FOR LEGEND GENERAL NOTES AND SURVEYOR'SCERTIFICATE

REQUESTED BY: TOM PATTON	FIELD DATE: N/A	PROJECT: 01-254	DWG. DATE: 05/09/07	SCALE: 1"= 30'
FOR: LEGENDARY, INC.	FIELD BOOK(S): N/A	ORDER: 06-0895	DRAWN BY: HMP	FILE: G:\01\01-254_RETAIL

01-254R5

G:\01\01-254\01-254_RETAIL.dwg, Layout10, Mike, May 15, 2007 - 9:37:54am

BK: 2784 PG: 1408

EXHIBIT "J"

Legal Description of Building D Condominium Parcel

As shown on drawings of surveys
Attached as Exhibit "J" pages 1-6.

EXHIBIT J

DESCRIPTION SKETCH

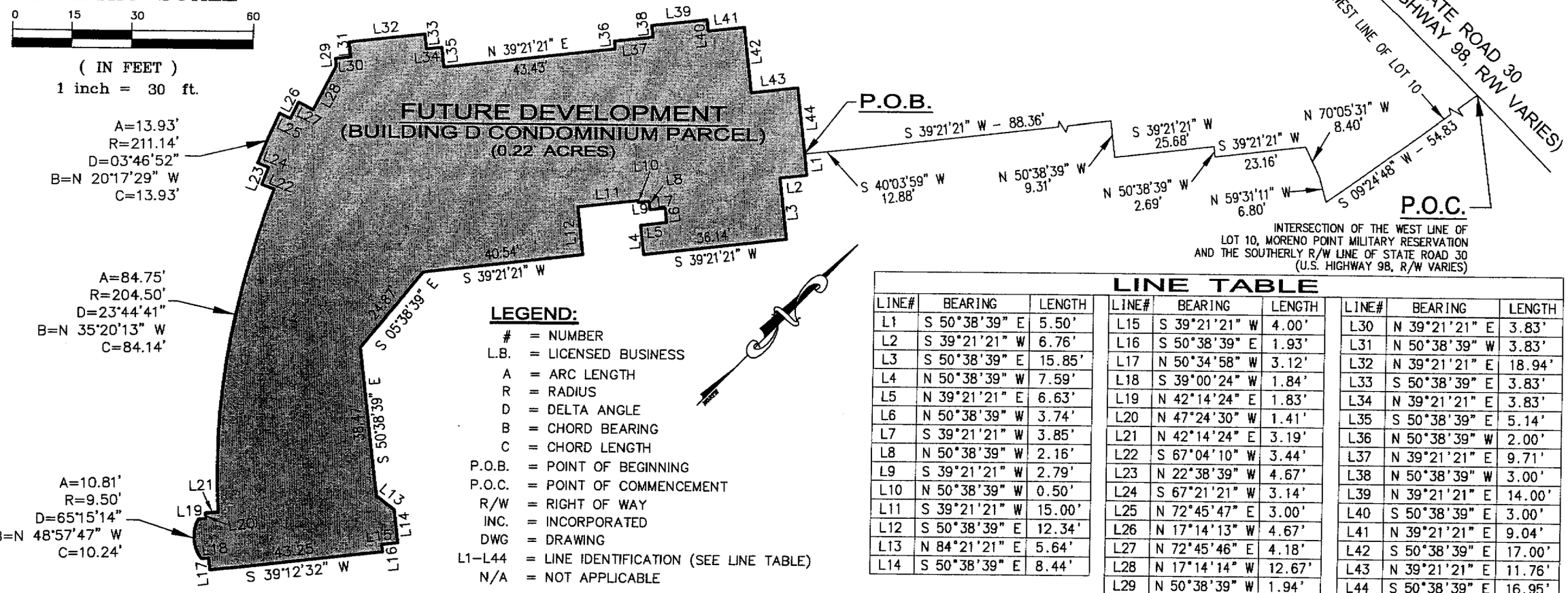
**** THIS IS NOT A BOUNDARY SURVEY ****

GRAPHIC SCALE

0 15 30 60

(IN FEET)

1 inch = 30 ft.



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)

LEGEND:

#	=	NUMBER
L.B.	=	LICENSED BUSINESS
A	=	ARC LENGTH
R	=	RADIUS
D	=	DELTA ANGLE
B	=	CHORD BEARING
C	=	CHORD LENGTH
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
R/W	=	RIGHT OF WAY
INC.	=	INCORPORATED
DWG	=	DRAWING
L1–L44	=	LINE IDENTIFICATION (SEE LINE TABLE)
N/A	=	NOT APPLICABLE

LINE TABLE

LINE#	BEARING	LENGTH
L1	S 50°38'39" E	5.50'
L2	S 39°21'21" W	6.76'
L3	S 50°38'39" E	15.85'
L4	N 50°38'39" W	7.59'
L5	N 39°21'21" E	6.63'
L6	N 50°38'39" W	3.74'
L7	S 39°21'21" W	3.85'
L8	N 50°38'39" W	2.16'
L9	S 39°21'21" W	2.79'
L10	N 50°38'39" W	0.50'
L11	S 39°21'21" W	15.00'
L12	S 50°38'39" E	12.34'
L13	N 84°21'21" E	5.64'
L14	S 50°38'39" E	8.44'
L15	S 39°21'21" W	4.00'
L16	S 50°38'39" E	1.93'
L17	N 50°34'58" W	3.12'
L18	S 39°00'24" W	1.84'
L19	N 42°14'24" E	1.83'
L20	N 47°24'30" W	1.41'
L21	N 42°14'24" E	3.19'
L22	S 67°04'10" W	3.44'
L23	N 22°38'39" W	4.67'
L24	S 67°21'21" W	3.14'
L25	N 72°45'47" E	3.00'
L26	N 17°14'13" W	4.67'
L27	N 72°45'46" E	4.18'
L28	N 17°14'14" W	12.67'
L29	N 50°38'39" W	1.94'
L30	N 39°21'21" E	3.83'
L31	N 50°38'39" W	3.83'
L32	N 39°21'21" E	18.94'
L33	S 50°38'39" E	3.83'
L34	N 39°21'21" E	3.83'
L35	S 50°38'39" E	5.14'
L36	N 50°38'39" W	2.00'
L37	N 39°21'21" E	9.71'
L38	N 50°38'39" W	3.00'
L39	N 39°21'21" E	14.00'
L40	S 50°38'39" E	3.00'
L41	N 39°21'21" E	9.04'
L42	S 50°38'39" E	17.00'
L43	N 39°21'21" E	11.76'
L44	S 50°38'39" E	16.95'

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE WEST LINE OF LOT 10, MORENO POINT MILITARY RESERVATION (DEED BOOK 25, PAGE 573), SAID LINE BEING S 09°24'48" W.

SHEET 1 OF 2

DATE	REVISION	BY

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTARR DRIVE
DESTIN, FLORIDA 32541
(850) 837-8242 (PHONE)
(850) 654-2740 (FAX)
E-MAIL: ECA-FL.COM

A PORTION OF EMERALD GRANDE TOWERS IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA.

THE SKETCH SHOWN HEREON, PREPARED IN ACCORDANCE WITH SECTION 472.027 FLORIDA STATUTES AND CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, MINIMUM TECHNICAL STANDARDS, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Daryl E.W. Burgis 5-15-2007

DARYL E.W. BURGIS FLORIDA LICENSED SURVEYOR AND MAPPER # 4980
EMERALD COAST ASSOCIATES, INC., L.B. # 3724

REQUESTED BY: TOM PATTON	FIELD DATE: N/A	PROJECT: 01-254	DWG. DATE: 05/09/07	SCALE: 1"= 30'
FOR: LEGENDARY, INC.	FIELD BOOK(S): N/A	ORDER: 06-0895	DRAWN BY: HMP	FILE: G:\01\01-254_RETAIL

01-254R7

G:\01\01-254\01-254_RETAIL.dwg, Layout13, Mike, May 15, 2007 - 9:37:57am

BK: 2784 PG: 1410

DESCRIPTION SKETCH

*** THIS IS NOT A BOUNDARY SURVEY ***

DESCRIPTION: EXHIBIT J

FUTURE DEVELOPMENT (BUILDING D CONDOMINIUM PARCEL)
AS WRITTEN

(ALL AIR SPACE AND RIGHTS RELATED THERETO FROM AN ELEVATION OF 38.17 FEET, TO AN ELEVATION OF 59.50 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 DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, GO SOUTH 09 DEGREES 24 MINUTES 48 SECONDS WEST ON SAID WEST LINE OF LOT 10, A DISTANCE OF 54.83 FEET; THENCE 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 12.88 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 5.50 FEET; THENCE SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 6.76 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 15.85 FEET; THENCE SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 36.14 FEET; THENCE NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 7.59 FEET; THENCE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 6.63 FEET; THENCE NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 3.74 FEET; THENCE SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 3.85 FEET; THENCE NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 2.16 FEET; THENCE SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 2.79 FEET; THENCE NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 0.50 FEET; THENCE SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 12.34 FEET; THENCE SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 40.54 FEET; THENCE SOUTH 05 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 24.87 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 38.47 FEET; THENCE NORTH 84 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 5.64 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 8.44 FEET; THENCE SOUTH 39 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 4.00 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 1.93 FEET; THENCE SOUTH 39 DEGREES 12 MINUTES 32 SECONDS WEST, A DISTANCE OF 43.25 FEET; THENCE NORTH 50 DEGREES 34 MINUTES 58 SECONDS WEST, A DISTANCE OF 3.12 FEET; THENCE SOUTH 39 DEGREES 00 MINUTES 24 SECONDS WEST, A DISTANCE OF 1.84 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 9.50 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 65 DEGREES 15 MINUTES 14 SECONDS, AN ARC DISTANCE OF 10.81 FEET, (CHORD BEARING AND DISTANCE = NORTH 48 DEGREES 57 MINUTES 47 SECONDS WEST, A DISTANCE OF 10.24 FEET); THENCE NORTH 42 DEGREES 14 MINUTES 24 SECONDS EAST, A DISTANCE OF 1.83 FEET; THENCE NORTH 47 DEGREES 24 MINUTES 30 SECONDS WEST, A DISTANCE OF 1.41 FEET; THENCE NORTH 42 DEGREES 14 MINUTES 24 SECONDS EAST, A DISTANCE OF 3.19 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 204.50 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23 DEGREES 44 MINUTES 41 SECONDS, AN ARC DISTANCE OF 84.75 FEET, (CHORD BEARING AND DISTANCE = NORTH 35 DEGREES 20 MINUTES 13 SECONDS WEST, A DISTANCE OF 84.14 FEET); THENCE SOUTH 67 DEGREES 04 MINUTES 10 SECONDS WEST, A DISTANCE OF 3.44 FEET; THENCE NORTH 22 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 4.67 FEET; THENCE SOUTH 67 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 3.14 FEET TO A POINT ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 211.14 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03 DEGREES 46 MINUTES 52 SECONDS, AN ARC DISTANCE OF 13.93 FEET, (CHORD BEARING AND DISTANCE = NORTH 20 DEGREES 17 MINUTES 29 SECONDS WEST, A DISTANCE OF 13.93 FEET); THENCE NORTH 72 DEGREES 45 MINUTES 47 SECONDS EAST, A DISTANCE OF 3.00 FEET; THENCE NORTH 17 DEGREES 14 MINUTES 13 SECONDS WEST, A DISTANCE OF 4.67 FEET; THENCE NORTH 72 DEGREES 45 MINUTES 46 SECONDS EAST, A DISTANCE OF 4.18 FEET; THENCE NORTH 17 DEGREES 14 MINUTES 14 SECONDS WEST, A DISTANCE OF 12.67 FEET; THENCE NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 1.94 FEET; THENCE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 3.83 FEET; THENCE NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 3.83 FEET; THENCE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 18.94 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 3.83 FEET; THENCE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 3.83 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 5.14 FEET; THENCE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 43.43 FEET; THENCE NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 2.00 FEET; THENCE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 9.71 FEET; THENCE NORTH 50 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 3.00 FEET; THENCE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 14.00 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 3.00 FEET; THENCE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 9.04 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 17.00 FEET; THENCE NORTH 39 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 11.76 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 16.95 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 0.22 ACRES, MORE OR LESS. [9676.43 SQUARE FEET]

SHEET 2 OF 2

DATE	REVISION	BY

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTARR DRIVE
DESTIN, FLORIDA 32541
(850) 837-8242 (PHONE)
(850) 654-2740 (FAX)
E-MAIL: ECA-FL.COM

A PORTION OF EMERALD GRANDE TOWERS IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA.

SEE SHEET 1 OF 2 FOR LEGEND GENERAL NOTES AND SURVEYOR'SCERTIFICATE

REQUESTED BY: TOM PATTON	FIELD DATE: N/A	PROJECT: 01-254	DWG. DATE: 05/09/07	SCALE: 1"= 30'
FOR: LEGENDARY, INC.	FIELD BOOK(S): N/A	ORDER: 06-0895	DRAWN BY: HMP	FILE: G:\01\01-254_RETAIL

01-254R7

G:\01\01-254\01-254\01-254_RETAIL.dwg, Layout14, Mike, May 15, 2007 - 9:37:58am

BK: 2784 PG: 1411

DESCRIPTION SKETCH

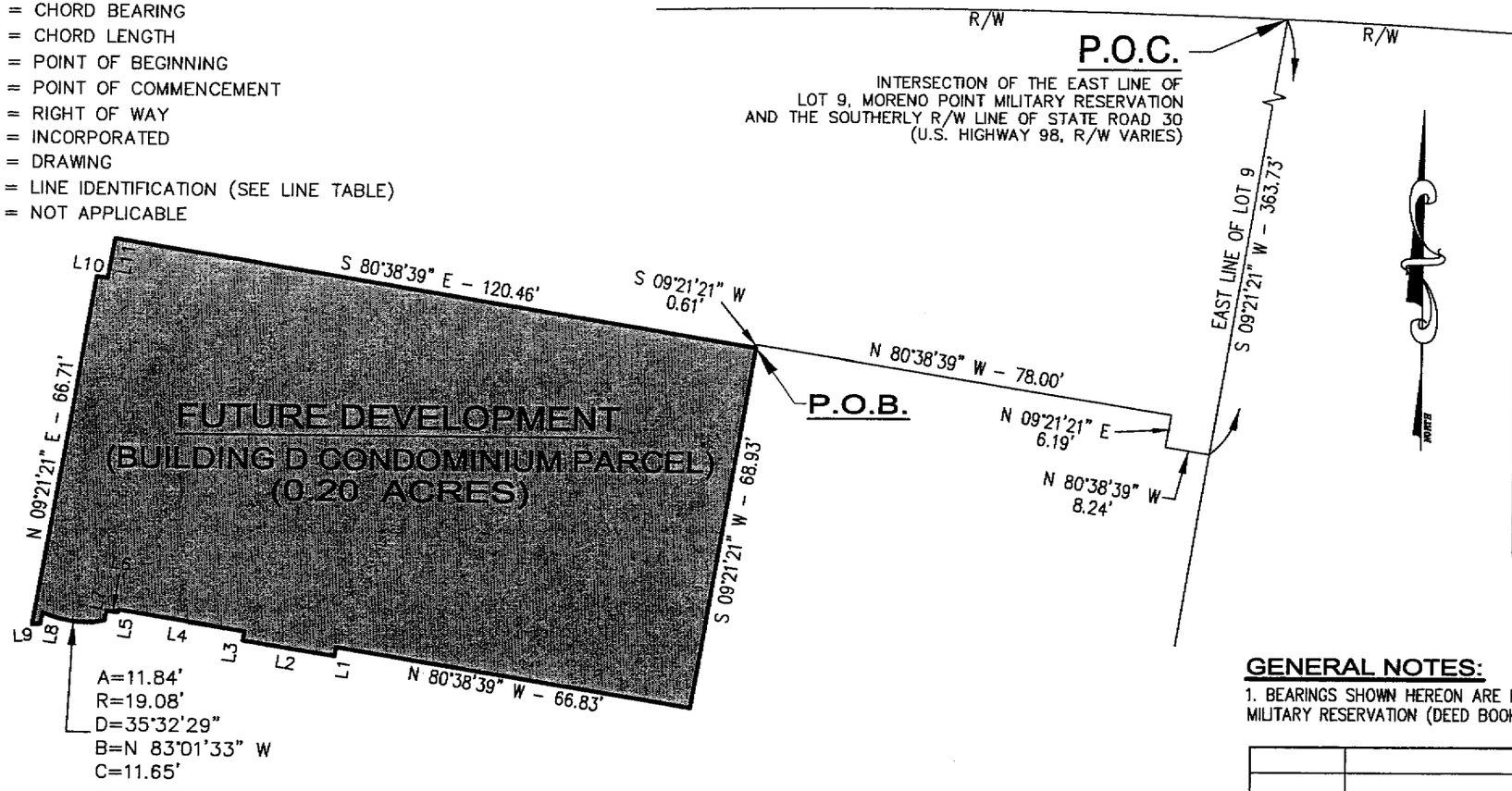
**** THIS IS NOT A BOUNDARY SURVEY ****

EXHIBIT J

STATE ROAD 30 (U.S. HIGHWAY 98, R/W VARIES)

LEGEND:

#	= NUMBER
L.B.	= LICENSED BUSINESS
A	= ARC LENGTH
R	= RADIUS
D	= DELTA ANGLE
B	= CHORD BEARING
C	= CHORD LENGTH
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
R/W	= RIGHT OF WAY
INC.	= INCORPORATED
DWG	= DRAWING
L1–L11	= LINE IDENTIFICATION (SEE LINE TABLE)
N/A	= NOT APPLICABLE



LINE TABLE

LINE#	BEARING	LENGTH
L1	S 09°21'21" W	1.69'
L2	N 80°38'39" W	17.23'
L3	N 09°21'21" E	1.69'
L4	N 80°38'39" W	23.19'
L5	S 09°21'21" W	0.57'
L6	N 80°38'39" W	2.13'
L7	S 09°21'21" W	1.90'
L8	S 09°21'21" W	2.08'
L9	S 84°17'21" W	1.49'
L10	S 80°38'39" E	2.00'
L11	N 09°21'21" E	7.64'

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE EAST LINE OF LOT 9, MORENO POINT MILITARY RESERVATION (DEED BOOK 25, PAGE 573), SAID LINE BEING S 09°21'21" W.

SHEET 1 OF 2

DATE	REVISION	BY

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTARR DRIVE
DESTIN, FLORIDA 32541
(850) 837-8242 (PHONE)
(850) 654-2740 (FAX)
E-MAIL: ECA-FL.COM

A PORTION OF EMERALD GRANDE TOWERS IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA.

THE SKETCH SHOWN HEREON, PREPARED IN ACCORDANCE WITH SECTION 472.027 FLORIDA STATUTES AND CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, MINIMUM TECHNICAL STANDARDS, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Daryl W Burgis 5-15-2007

DARYL E.W. BURGIS FLORIDA LICENSED SURVEYOR AND MAPPER # 4980
EMERALD COAST ASSOCIATES, INC., L.B. # 3724

REQUESTED BY: TOM PATTON	FIELD DATE: N/A	PROJECT: 01-254	DWG. DATE: 05/09/07	SCALE: 1"= 30'
FOR: LEGENDARY, INC.	FIELD BOOK(S): N/A	ORDER: 06-0895	DRAWN BY: HMP	FILE: G:\01\01-254_RETAIL

01-254R9

Exhibit J, Page 3 of 6

G:\01\01-254\01-254_RETAIL.dwg, Layout17, Mike, May 15, 2007 - 9:38:01am
BK: 2784 PG: 1412

DESCRIPTION SKETCH

*** THIS IS NOT A BOUNDARY SURVEY ***

DESCRIPTION: EXHIBIT J
FUTURE DEVELOPMENT (BUILDING D CONDOMINIUM PARCEL)
(AS WRITTEN)

(ALL AIR SPACE AND RIGHTS RELATED THERETO FROM AN ELEVATION OF 39.17 FEET, TO AN ELEVATION OF 59.17 FEET, NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29)

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF LOT 9, 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 DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, GO SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST ON SAID EAST LINE OF LOT 9, A DISTANCE OF 363.73 FEET; THENCE DEPARTING SAID EAST LINE OF LOT 9, GO NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 8.24 FEET; THENCE NORTH 09 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 6.19 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 78.00 FEET; THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 0.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 68.93 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 66.83 FEET; THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 1.69 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 17.23 FEET; THENCE NORTH 09 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 1.69 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 23.19 FEET; THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 0.57 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 2.13 FEET; THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 1.90 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 19.08 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35 DEGREES 32 MINUTES 29 SECONDS, AN ARC DISTANCE OF 11.84 FEET, (CHORD BEARING AND DISTANCE = NORTH 83 DEGREES 01 MINUTES 33 SECONDS WEST, A DISTANCE OF 11.65 FEET); THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 2.08 FEET; THENCE SOUTH 84 DEGREES 17 MINUTES 21 SECONDS WEST, A DISTANCE OF 1.49 FEET; THENCE NORTH 09 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 66.71 FEET; THENCE SOUTH 80 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 2.00 FEET; THENCE NORTH 09 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 7.64 FEET; THENCE SOUTH 80 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 120.46 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 0.20 ACRES, MORE OR LESS. [8501.98 SQUARE FEET]

SHEET 2 OF 2

DATE	REVISION	BY

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTARR DRIVE
DESTIN, FLORIDA 32541
(850) 837-8242 (PHONE)
(850) 654-2740 (FAX)
E-MAIL: ECA-FL.COM

A PORTION OF EMERALD GRANDE TOWERS IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA.

SEE SHEET 1 OF 2 FOR LEGEND GENERAL NOTES AND SURVEYOR'SCERTIFICATE

REQUESTED BY: TOM PATTON	FIELD DATE: N/A	PROJECT: 01-254	DWG. DATE: 05/09/07	SCALE: 1"= 30'
FOR: LEGENDARY, INC.	FIELD BOOK(S): N/A	ORDER: 06-0895	DRAWN BY: HMP	FILE: G:\01\01-254_RETAIL

01-254R9

G:\01\01-254\01-254\01-254_RETAIL.dwg, Layout18, Mike, May 15, 2007 - 9:38:02am

BK: 2784 PG: 1413

Exhibit J, Page 4 of 6

DESCRIPTION SKETCH

EXHIBIT J

**** THIS IS NOT A BOUNDARY SURVEY ****

STATE ROAD 30 (U.S. HIGHWAY 98, R/W VARIES)

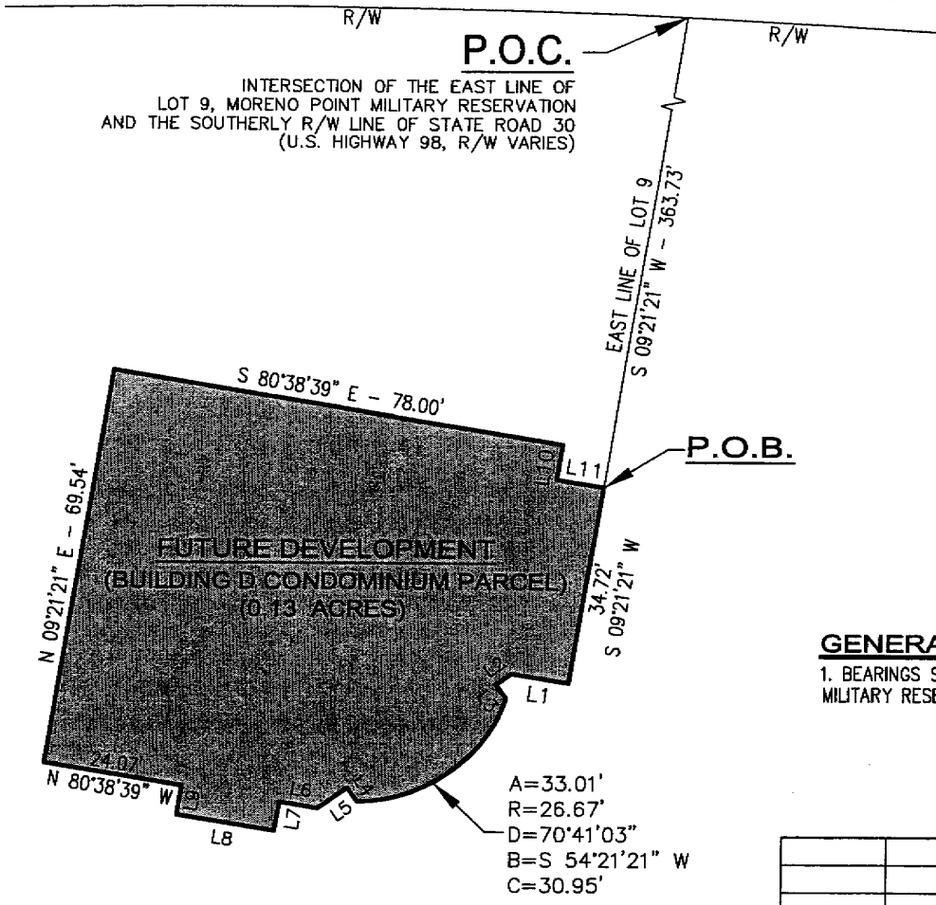
GRAPHIC SCALE

0 15 30 60

(IN FEET)

1 inch = 30 ft.





LINE TABLE		
LINE#	BEARING	LENGTH
L1	N 80°38'39" W	9.94'
L2	S 54°21'21" W	3.25'
L3	S 35°38'39" E	3.00'
L4	N 35°38'39" W	3.00'
L5	S 54°21'21" W	6.27'
L6	N 80°38'39" W	6.57'
L7	S 09°21'21" W	5.10'
L8	N 80°38'39" W	17.05'
L9	N 09°21'21" E	5.10'
L10	S 09°21'21" W	6.19'
L11	S 80°38'39" E	8.24'

LEGEND:

#	=	NUMBER
L.B.	=	LICENSED BUSINESS
A	=	ARC LENGTH
R	=	RADIUS
D	=	DELTA ANGLE
B	=	CHORD BEARING
C	=	CHORD LENGTH
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
R/W	=	RIGHT OF WAY
INC.	=	INCORPORATED
DWG	=	DRAWING
L1–L11	=	LINE IDENTIFICATION (SEE LINE TABLE)
N/A	=	NOT APPLICABLE

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE EAST LINE OF LOT 9, MORENO POINT MILITARY RESERVATION (DEED BOOK 25, PAGE 573), SAID LINE BEING S 09°21'21" W.

SHEET 1 OF 2

DATE	REVISION	BY

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTARR DRIVE
DESTIN, FLORIDA 32541
(850) 837-8242 (PHONE)
(850) 654-2740 (FAX)
E-MAIL: ECA-FL.COM

A PORTION OF EMERALD GRANDE TOWERS IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA.

THE SKETCH SHOWN HEREON, PREPARED IN ACCORDANCE WITH SECTION 472.027 FLORIDA STATUTES AND CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, MINIMUM TECHNICAL STANDARDS, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Daryl W Burgis 5-15-2007

DARYL E.W. BURGIS FLORIDA LICENSED SURVEYOR AND MAPPER # 4980
EMERALD COAST ASSOCIATES, INC., L.B. # 3724

REQUESTED BY: TOM PATTON	FIELD DATE: N/A	PROJECT: 01-254	DWG. DATE: 05/09/07	SCALE: 1"= 30'
FOR: LEGENDARY, INC.	FIELD BOOK(S): N/A	ORDER: 06-0895	DRAWN BY: HMP	FILE: G:\01\01-254_RETAIL

01-254R10

Exhibit J, Page 5 of 6

G:\01\01-254\01-254_RETAIL.dwg, Layout19, Mike, May 15, 2007 - 9:38:03am

BK: 2784 PG: 1414

DESCRIPTION SKETCH

*** THIS IS NOT A BOUNDARY SURVEY ***

DESCRIPTION: EXHIBIT J

FUTURE DEVELOPMENT (BUILDING D CONDOMINIUM PARCEL)
(AS WRITTEN)

(ALL AIR SPACE AND RIGHTS RELATED THERETO FROM AN ELEVATION OF 39.17 FEET, TO AN ELEVATION OF 62.33 FEET, NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29)

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF LOT 9, 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 DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, GO SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST ON SAID EAST LINE, A DISTANCE OF 363.73 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 34.72 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 9.94 FEET; THENCE SOUTH 54 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 3.25 FEET; THENCE SOUTH 35 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 3.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 26.67 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 70 DEGREES 41 MINUTES 03 SECONDS, AN ARC DISTANCE OF 33.01 FEET, (CHORD BEARING AND DISTANCE = SOUTH 54 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 30.95 FEET); THENCE NORTH 35 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 3.00 FEET; THENCE SOUTH 54 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 6.27 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 6.57 FEET; THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 5.10 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 17.05 FEET; THENCE NORTH 09 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 5.10 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 39 SECONDS WEST, A DISTANCE OF 24.07 FEET; THENCE NORTH 09 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 69.54 FEET; THENCE SOUTH 80 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 78.00 FEET; THENCE SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 6.19 FEET; THENCE SOUTH 80 DEGREES 38 MINUTES 39 SECONDS EAST, A DISTANCE OF 8.24 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 0.13 ACRES, MORE OR LESS. [5534.91 SQUARE FEET]

SHEET 2 OF 2

DATE	REVISION	BY

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTARR DRIVE
DESTIN, FLORIDA 32541
(850) 837-8242 (PHONE)
(850) 654-2740 (FAX)
E-MAIL: ECA-FL.COM

A PORTION OF EMERALD GRANDE TOWERS IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA.

SEE SHEET 1 OF 2 FOR LEGEND GENERAL NOTES AND SURVEYOR'SCERTIFICATE

REQUESTED BY: TOM PATTON	FIELD DATE: N/A	PROJECT: 01-254	DWG. DATE: 05/09/07	SCALE: 1"= 30'
FOR: LEGENDARY, INC.	FIELD BOOK(S): N/A	ORDER: 06-0895	DRAWN BY: HMP	FILE: G:\01\01-254_RETAIL

01-254R10

G:\01\01-254\01-254_RETAIL.dwg, Layout20, Mike, May 15, 2007 - 9:38:04am

BK: 2784 PG: 1415

EXHIBIT "K"

Residential Shared Facilities

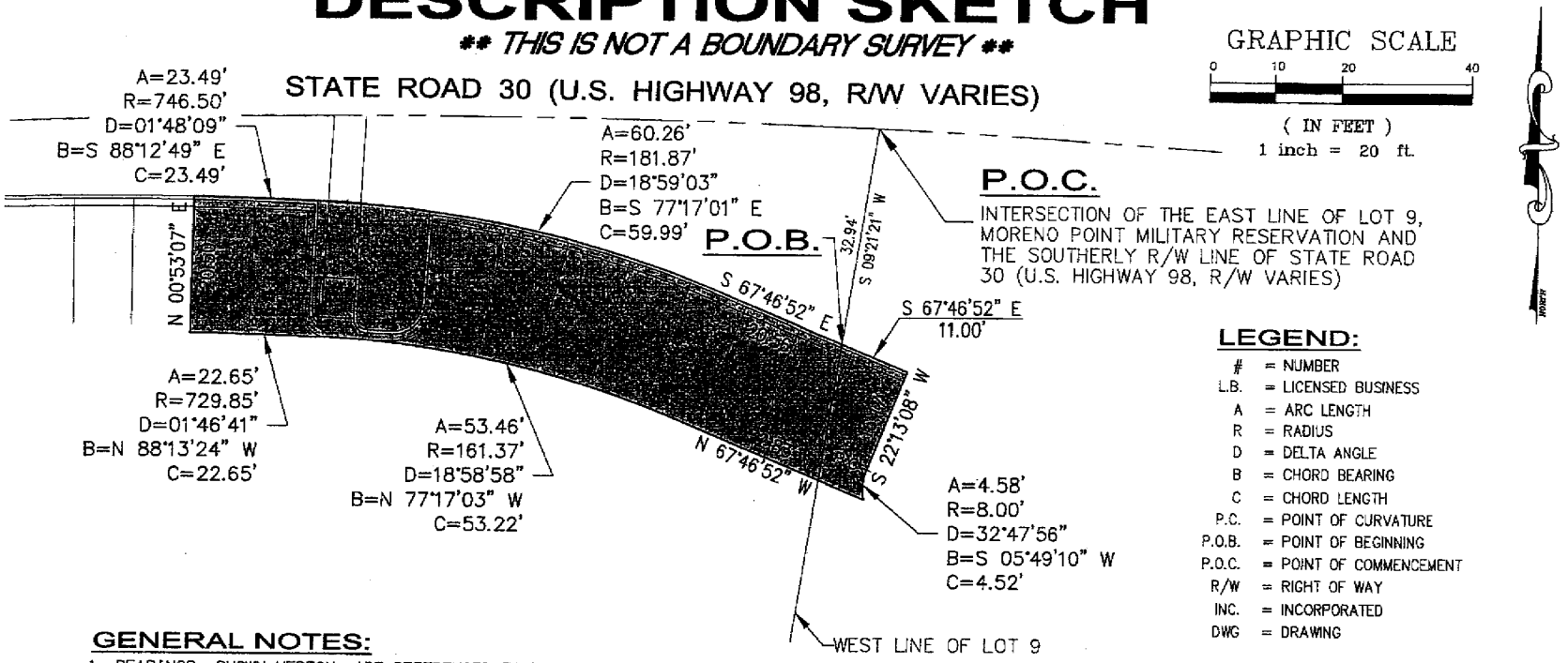
Please see the details as they are reflected in the 117 page drawing of a survey which is part of Exhibit "C".

EXHIBIT "L"

Outside Parking Easement

DESCRIPTION SKETCH

**** THIS IS NOT A BOUNDARY SURVEY ****



LEGEND:

#	= NUMBER
L.B.	= LICENSED BUSINESS
A	= ARC LENGTH
R	= RADIUS
D	= DELTA ANGLE
B	= CHORD BEARING
C	= CHORD LENGTH
P.C.	= POINT OF CURVATURE
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
R/W	= RIGHT OF WAY
INC.	= INCORPORATED
DWG	= DRAWING

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 30 (U.S. HIGHWAY 98, R/W VARIES), SAID LINE BEING S 80°33'40" E.

EXHIBIT "L"

SHEET 1 OF 2

DATE	REVISION	BY

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTARR DRIVE
DESTIN, FLORIDA 32541
(850) 837-8242 (PHONE)
(850) 654-2740 (FAX)
E-MAIL: ECA@ECA-FL.COM

DESCRIPTION SKETCH ON A PARCEL IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA.

THE SKETCH SHOWN HEREON, PREPARED IN ACCORDANCE WITH SECTION 472.027 FLORIDA STATUTES AND CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, MINIMUM TECHNICAL STANDARDS, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Daryl W Burgis 4-16-07

DARYL E.W. BURGIS FLORIDA LICENSED SURVEYOR AND MAPPER # 4980
EMERALD COAST ASSOCIATES, INC., L.B. # 3724

FOR: LEGENDARY, INC.	FIELD DATE: N/A	PROJECT: 01-254	DWG. DATE: 04/12/07	SCALE: 1"= 20'	01-254S2
REQUESTED BY: TOM PATTON	FIELD BOOK(S): N/A	ORDER: 06-0895	DRAWN BY: HMP	FILE: G:\01\01-254S2.DWG	

BK: 2784 PG: 1418

DESCRIPTION SKETCH

*** THIS IS NOT A BOUNDARY SURVEY ***

DESCRIPTION:
(AS WRITTEN)

A PARCEL OF LAND LYING IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF LOT 9, MORENO POINT MILITARY RESERVATION, AS RECORDED IN DEED BOOK 25, PAGE 573, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA AND THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 30 (U.S HIGHWAY 98, PUBLIC R/W VARIES); THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, GO SOUTH 09 DEGREES 21 MINUTES 21 SECONDS WEST ON SAID WEST LINE OF LOT 9, A DISTANCE OF 32.94 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 67 DEGREES 46 MINUTES 52 SECONDS EAST, A DISTANCE OF 11.00 FEET; THENCE SOUTH 22 DEGREES 13 MINUTES 08 SECONDS WEST, A DISTANCE OF 16.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 8.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32 DEGREES 47 MINUTES 56 SECONDS, AN ARC DISTANCE OF 4.58 FEET, (CHORD BEARING AND DISTANCE = SOUTH 05 DEGREES 49 MINUTES 10 SECONDS WEST, A DISTANCE OF 4.52 FEET); THENCE NORTH 67 DEGREES 46 MINUTES 52 SECONDS WEST, A DISTANCE OF 32.83 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 161.37 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18 DEGREES 58 MINUTES 58 SECONDS, AN ARC DISTANCE OF 53.46 FEET, (CHORD BEARING AND DISTANCE = NORTH 77 DEGREES 17 MINUTES 03 SECONDS WEST, A DISTANCE OF 53.22 FEET), TO A POINT ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 729.85 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEGREES 46 MINUTES 41 SECONDS, AN ARC DISTANCE OF 22.65 FEET, (CHORD BEARING AND DISTANCE = NORTH 88 DEGREES 13 MINUTES 24 SECONDS WEST, A DISTANCE OF 22.65 FEET); THENCE NORTH 00 DEGREES 53 MINUTES 07 SECONDS EAST, A DISTANCE OF 20.50 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 746.50 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEGREES 48 MINUTES 09 SECONDS, AN ARC DISTANCE OF 23.49 FEET, (CHORD BEARING AND DISTANCE = SOUTH 88 DEGREES 12 MINUTES 49 SECONDS EAST, A DISTANCE OF 23.49 FEET), TO A POINT ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 181.87 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18 DEGREES 59 MINUTES 03 SECONDS, AN ARC DISTANCE OF 60.26 FEET, (CHORD BEARING AND DISTANCE = SOUTH 77 DEGREES 17 MINUTES 01 SECONDS EAST, A DISTANCE OF 59.99 FEET); THENCE SOUTH 67 DEGREES 46 MINUTES 52 SECONDS EAST, A DISTANCE OF 20.56 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 0.05 ACRES.

EXHIBIT "L"

SHEET 2 OF 2

DATE	REVISION	BY

EMERALD COAST ASSOCIATES, INC.
4636 GULFSTARR DRIVE
DESTIN, FLORIDA 32541
(850) 837-8242 (PHONE)
(850) 654-2740 (FAX)
E-MAIL: ECA@ECA-FL.COM

DESCRIPTION SKETCH ON A PARCEL IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA.

FOR: LEGENDARY, INC.	FIELD DATE: N/A	PROJECT: 01-254	DWG. DATE: 04/12/07	SCALE: 1"=20'
REQUESTED BY: TOM PATTON	FIELD BOOK(S): N/A	ORDER: 06-0895	DRAWN BY: HMP	FILE:G:\01\01-254S2.DWG

01-254S2

BK: 2784 PG: 1419

EXHIBIT "M"

Intentionally Omitted

EXHIBIT "N"

Building Plans

Please see the details as they are reflected in the 117 page drawing of a survey which is part of Exhibit "C".

Exhibit "O"

Legal Description Building D "West" Condominium Parcel

Please see Exhibit "J" for the legal description of the air rights Parcel(s) for Building D "West" Condominium reflected on pages 1 and 2 of Exhibit "J".

Exhibit "P"

Legal Description Building D "East" Condominium Parcel

Please see Exhibit "J" for the legal description of the air rights Parcel(s) for Building D "East" Condominium reflected on pages 3 through 6 of Exhibit "J".