

COPY

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DECLARATION OF CONDOMINIUM

OF

JADE EAST TOWERS, A CONDOMINIUM

Destin, Florida

MADE THIS 21st day of February, 1996, by Jade East Towers Developers, a joint venture partnership consisting of Jade East Towers, Inc., a Florida corporation, Jade East Towers I, Inc., a Florida corporation and Jade East Towers II, Inc., a Florida corporation, (the "Developer"), for itself, its successors, grantees and assigns.

WHEREIN, the Developer makes the following declarations:

1. PURPOSE. The purpose of this Declaration is to submit the lands described in this instrument and the improvements on such lands to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, in effect on the date this Declaration is recorded in the public records of Okaloosa County, Florida, (the "Condominium Act").

A. Name and Address. The name by which this condominium is to be identified is "Jade East Towers, a Condominium" (the "Condominium") and the Condominium's address is 1018 East Highway 98, Destin, Okaloosa County, Florida 32541.

B. The Land. The lands owned by the Developer, which by this instrument are submitted to the Condominium form of ownership, are the lands lying in Okaloosa County, Florida, described on Exhibit A attached hereto.

2. DEFINITIONS. The terms used in this Declaration and its exhibits shall have the meaning stated in the Condominium Act and as follows unless the context otherwise requires:

A. Assessment means a share of funds required for payment of common expenses which are from time to time assessed against the unit owner.

B. Association means Jade East Towers Owners Association, Inc., a non-profit Florida corporation, and its successors. The Association is the corporate entity responsible for the operation of the Condominium.

C. Association Property includes that property, real and personal, in which title or ownership is vested in the Association for the use and benefit of its members.

D. Board of Directors means the board of administration responsible for the administration of the Association.

E. By-Laws means the By-Laws of the Association.

F. Common Elements means the portions of the Condominium Property that are not included in the units. The term also includes easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utilities and other services to the units and the Common Elements, an easement of support in every portion of a unit which contributes to the support of the building, and the property and installations required for the furnishing of utilities and other services to more than one (1) unit or to the Common Elements, as well as the items stated in the Condominium Act.

G. Common Expenses shall include expenses of administration; expenses of insurance; expenses of maintenance; operation, repair and replacement and betterment of the Common Elements and the portions of the unit to be maintained by the Association; expenses declared common by provisions of this Declaration and the Association's By-Laws; and any valid charge against the Condominium as a whole, as well as the expenses stated in the Condominium Act.

H. Common Surplus means the excess of all receipts of the Association collected on behalf of the Association including, but not limited to, Assessments, rents, profits, revenues on account of the Common Elements, or any other source of income, over the Common Expenses.

I. Condominium means that form of ownership of real property which is created pursuant to the Condominium Act and which is comprised of units that may be owned by one (1) or more persons and having, as an appurtenance to each unit, an undivided share in the Common Elements.

J. Condominium Parcel means a unit, together with the undivided share in the Common Elements appurtenant to the unit.

K. Condominium Property means the lands, leaseholds and personal property that are subject to Condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

L. Declaration or Declaration of Condominium means the instrument or instruments by which the Condominium is created, as they may be from time to time amended.

M. Institutional Mortgagee means a bank, savings and loan association, an insurance company, a pension fund, a real estate investment trust, a mortgage banker, Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, federal or state agencies, or other like business entity holding a mortgage on a Condominium Parcel and insurers or guarantors of same.

N. Land means the surface of the parcel of real property described in Exhibit A hereto and air space lying above and subterranean space lying below such surface.

O. Number and Gender are used herein so that, when the context so permits, the use of the plural shall include the singular, the singular shall include the plural and the use of any gender shall be deemed to include all genders.

P. Special Assessment means any Assessment levied against unit owners other than the Assessment required by a budget adopted annually.

Q. Utility Services as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration and By-Laws, shall include but not be limited to electric power, hot and cold water, heating, refrigeration, air conditioning, cable television, garbage, telephone and sewage disposal.

R. Voting Certificate means a document which designates one of the record title owners, or the corporate, partnership, or entity representative who is authorized to vote on behalf of a Condominium unit owned by more than one owner or by any entity.

S. Voting Interest means the unit owners' membership and voting rights in the Association.

3. JADE EAST TOWERS, A CONDOMINIUM, DEVELOPMENT PLAN. The subject Condominium is described and established as follows:

A. Survey. The survey of the Land showing the improvements for Jade East Towers is attached as Exhibit B.

B. Plans. Improvements upon the Land are constructed substantially in accordance with the graphic description of the improvements attached hereto as composite Exhibit C.

C. Amendment of Plans.

(1) Developer's Reserved Right to Alter Plans. Developer reserves the right to change the interior layout and interior design of all units; but such reserved right shall not include the right to change the size of a unit or its boundaries. Such reserved right shall exist so long as Developer owns the units so altered. If Developer shall make any changes in units so authorized, such changes shall be reflected by amendment of this Declaration.

(2) Amendment of Declaration. An amendment of this Declaration reflecting such authorized alteration of unit plans by Developer needs to be signed and acknowledged only by the Developer and need not be approved by the Association, unit owners or lienors or mortgagors of units or of the Condominium, whether or not elsewhere required for an amendment.

D. Easements.

(1) Utility Easements. Easements are reserved through the Condominium Property as may be required for Utility Service or ingress and egress to serve the Condominium adequately and the Association may grant permits, licenses and easements over, under or upon the Common Elements for utilities, ingress and egress or other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium. Provided, however, such easements to a unit shall be only according to the plans and specifications for the unit building, or as the building is constructed, unless approved in writing by the unit owner.

(2) Easements for Encroachments. All the Condominium Property shall be subject to easements for encroachments which now exist or hereafter exist, caused by settlement or movement of a building, or caused by minor inaccuracies in building or rebuilding, which encroachments shall be permitted to remain undisturbed and such shall continue until such encroachments no longer exist.

(3) Ingress and Egress Easement. Each unit owner of the Condominium shall have a non-exclusive easement for ingress and egress between his unit and the public roads and streets serving the Condominium, over the halls, corridors, stairs, walks, driveways, parking areas, exterior access and other portions of the Common Elements of the Condominium.

(4) Access to Make Repairs. The Association has an irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs necessary to prevent damage to the Common Elements or to another unit.

(5) Easements as Appurtenances. The easements and other rights created herein for a unit owner shall be appurtenant to the unit of that owner and all conveyances of title to the unit shall include a conveyance of the easements and rights as are herein provided, even though no specific reference to such easements and rights appears in any such instrument.

E. Unit Boundaries. Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

(1) Upper and Lower Boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(a) Upper Boundary - The horizontal plane of the undecorated finished ceiling.

(b) Lower Boundary - The horizontal plane of the undecorated finished floor.

(2) Perimetrical Boundaries. The perimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior of the walls bounding the unit extended to intersections with each other and with the upper and lower boundaries. When there is attached to the building a balcony, deck, patio, canopy, stairway or other portion of the building serving only the unit being bounded, the perimetrical boundaries shall be extended to include the intersecting vertical plans adjacent to and which include all of such structures and fixtures thereon.

F. Common Elements. The Common Elements include the Land and all of the parts of the Condominium not within the unit.

G. Limited Common Elements. The Limited Common Elements consist of those portions of the Common Elements which are identified as automobile parking spaces on the graphic description of the improvements attached hereto as Exhibit C and which have been assigned by the Developer for the exclusive use of a unit owner pursuant to 4C(3) hereof.

4. THE UNIT. The units of the Condominium are described more particularly and the rights and obligations of their owners established as follows:

A. Types Of Units. There are eight (8) unit floor plans which are generally described below and which are described in more detail on the graphic description of improvements attached as Exhibit C.

<u>UNIT</u>	<u>DESCRIPTION</u>
Type A	Center units including living-dining room, kitchen, entry, two bedrooms, one walk-in closet, one owner's closet, two bathrooms, one bar and one deck.
Type B	East end units including living-dining room, kitchen, entry, three bedrooms, three bathrooms, one bar and one deck.
Type C	East center units including living-dining room, kitchen, entry, three bedrooms, three bathrooms, one bar, one deck.
Type D	West center units including living-dining room, kitchen, entry, three bedrooms, three bathrooms, one bar and one deck.

Type E	East end penthouse including living-dining room, kitchen, entry, three bedrooms, 3-1/2 baths, one bar and one deck.
Type F	West end penthouse including living-dining room, kitchen, entry, three bedrooms, 3-1/2 baths, one bar and one deck.
Type G	Center penthouse including living-dining room, kitchen, entry, three bedrooms, 3-1/2 baths, one bar and one deck.
Type H	Commercial Unit.

B. Unit Numbers. The units of the Condominium are identified by the numbers set forth on the graphic description of the improvements attached hereto as composite Exhibit C.

C. Appurtenances to Units. The owner of each unit shall own a share and certain interest in the Condominium Property, which share and interest is appurtenant to the several units as:

(1) Common Elements and Common Surplus. The undivided share in the Land and other Common Elements and the Common Surplus for each unit is as set forth in Exhibit D.

(2) Association Membership. The membership of each unit owner in the Association and the interest of each unit owner in the funds and assets held by the Association.

(3) Limited Common Elements. The covered automobile parking spaces located on the ground floor of the building of the Condominium shall be Limited Common Elements. The Developer reserves the right, at its sole discretion and for such consideration as the Developer may from time to time determine, to assign the various parking spaces as appurtenances to the Units to which they are assigned. After such assignment, the Limited Common Elements are reserved for use of the Units to which they are appurtenant; provided that, the owner of the Unit to which the Limited Common Element is appurtenant may subsequently assign the Limited Common Element to another Unit.

(4) Automobile Parking Spaces. The automobile parking spaces that have not been assigned as Limited Common Elements pursuant to 4C(3) above will be made available for use by the unit owners according to such reasonable rules and regulations as may from time to time be promulgated by the Association;

provided, that at all times each unit owner shall be entitled to the use of at least one automobile parking space without charge. Pursuant to such rules and regulations, the Association may assign and reassign parking spaces from time to time but such assignment or reassignment shall not constitute the parking spaces as Limited Common Elements. Parking spaces shall become Limited Common Elements only as set forth in 4C(3) above or upon the recording of an amendment to this Declaration of Condominium wherein parking spaces are designated as Limited Common Elements.

(5) Vote. Each unit shall be entitled to one (1) vote, said vote to be cast by the unit owner in the manner prescribed by the By-Laws of the Association.

D. Liability for Common Expense. Each unit shall be liable for a proportionate share of the Common Expenses, such share being the same undivided share in the Common Elements appurtenant to his unit.

E. Maintenance, Alteration and Improvement. Responsibility for the maintenance for the Condominium Property, and restrictions upon its alterations and improvements shall be as follows:

(1) Units.

(a) By the Association. The Association shall maintain, repair and replace as a common expense of this Condominium:

(1) All portions of a unit, except interior surfaces, contributing to the support of the unit building, which portion shall include but not be limited to the outside walls of the unit building and all fixtures on its exterior, boundary walls or units, floor and ceiling decking, load bearing columns and load bearing walls and all balconies, porches, patios, or similar facilities serving the unit;

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of Utility Services contained in the portion of a unit maintained by the Association; and all such facilities contained within a unit that service part

or parts of the Condominium other than the unit within which contained;

(3) All portions of a unit which are damaged as a result of a casualty for which the Association has secured insurance coverage;

(4) All incidental damage caused to a unit in the course of such work as is described above or caused to a unit in the course of the Association's maintenance and operation of the Common Elements shall be repaired promptly at the expense of the Association.

(5) Notwithstanding the foregoing, the Association shall have the authority to require unit owners at their expense to maintain, repair and replace all windows, all exterior doors, including sliding glass doors, all screens and glass for windows or doors and all air conditioning and heating equipment, stoves, refrigerators, fans and other appliances and equipment, including pipes, wiring, ducts, fixtures or other facilities, required to provide utilities to a unit, when any or all of the foregoing shall serve only one (1) unit.

(6) In the event of doubt or question as to whether the Association or a unit owner is responsible for the repair of the item or items involved, and where damage to the Common Elements or to another Unit is occurring or is likely to occur in the absence of repair, the Association shall undertake the repair of the item or items; such undertaking shall not be considered evidence of or acceptance of responsibility for the ultimate cost of such repair and shall not be admitted in evidence of the question of responsibility in any proceeding thereon, whether judicial, administrative, formal or informal. Such ultimate responsibility for the cost of repair shall be determined based on applicable principles of law, including the terms and provisions of this Declaration.

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

(1) To maintain, repair and replace at his expense all portions of his unit except the portion to be maintained, repaired and replaced by the Association, or, in the event damage resulting from casualty, that portion for which the Association has secured insurance coverage. Such shall be done without disturbing the rights of other unit owners.

(2) Except in the event of damage resulting from casualty for which the Association has secured insurance coverage, the portions of a unit to be maintained, repaired and replaced by a unit owner at his expense shall include but not be limited to the following: compressor and air handling equipment for space cooling and heating; service equipment such as dishwasher, refrigerator, compactor, disposal, oven and stove and hot water heater, whether or not built-in; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; and inside paint and other inside wall finishes.

(3) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the unit building, including any balcony, porch, patio or similar facility whether a part of the unit or not, in any manner whatsoever without the prior written consent of the Board of Directors of the Association, including installation of any fans or antennas or any window treatments other than those with white surfaces facing the exterior of the unit.

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

(c) Alteration and Improvement. Except as elsewhere reserved to Developer, neither any unit owner nor the Association shall make any alteration in the portions of any unit building that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or to do anything that would jeopardize the safety or soundness of the Condominium building, or impair any easement, without first obtaining approval in writing of owners of all units in which such

work is to be done and the approval of the Board of Directors of the Association. The Association may require that a copy of plans of all such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of work.

(2) Common Elements.

(a) By the Association. The maintenance and operation of the Common Elements shall be the responsibility of the Association and a common expense of this Condominium.

(b) Alteration and Improvement. After the completion of the improvements included in the Common Elements contemplated by this Declaration, there shall be no substantial alteration nor further substantial improvement of the real property constituting the Common Elements without prior approval of not less than two-thirds (2/3) of the Voting Interests. No such alteration or improvement shall materially interfere with the rights of any unit owner without his consent. The costs of such work shall not be assessed against an Institutional Mortgagee that acquires its title as a result of owning a mortgage upon the unit owned, unless such owner shall approve the alteration or improvement, and this shall be so whether title is acquired by deed from mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other unit owners in the share that their shares in the Common Elements bear to each other. There shall be no change in the shares and rights of a unit owner in the Common Elements altered or further improved, whether or not the unit owner contributes to the cost of such alteration or improvements.

(c) Enlargement. Real or other property interests acquired by the Association may be added to the Land or other property interests submitted to Condominium ownership hereby. This may be done by an amendment to this Declaration that includes the description of the interests in the property being added to the Common Elements, submitting same to the Declaration and shall vest title to the property added to the Common Elements in the unit

owners as a part of the Common Elements, without naming them and without further conveyance, in the same proportion as the undivided shares in the Common Elements that are appurtenant to the units owned by them. Such enlargement of the Common Elements shall be effective upon the recording in the public records of Okaloosa County, Florida, of a certificate of the Association certifying that the amendment was adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed.

(d) Land Not Incorporated. Any real property acquired by the Association that is not incorporated as a part of the Common Elements by amendment of this Declaration, may be sold, mortgaged or otherwise disposed of by the Association with the prior approval of not less than two-thirds (2/3) of the Voting Interests. This approval shall be evidenced by a certificate stating that the approval was duly given, which certificate shall be executed by the officers of the Association with the formalities of a deed and delivered to a purchaser or mortgagee of such real property.

(e) Personal Property. Any personal property acquired by the Association may be sold, mortgaged or otherwise disposed of by the Association without approval by the Voting Interests.

(3) Limited Common Elements. The Limited Common Elements are defined in 3G hereof shall be maintained by those entitled to use the Limited Common Elements and may be altered or improved by the owner of the Unit to which the Limited Common Elements are appurtenant; provided that such owner shall have secured the written consent of the Board of Directors of the Association.

5. ASSESSMENTS. The making and collection of Assessments against unit owners for Common Expenses shall be pursuant to the By-Laws and subject to the following provisions:

A. Share of Common Expenses. Each unit owner shall be liable for a proportionate share of the Common Expenses and shall share in the Common Surplus, such share being the same as the

undivided share in the Common Elements appurtenant to his Unit. A unit owner, regardless of how title is acquired, including, without limitation, a purchaser at a judicial sale, shall be liable for all Assessments coming due while he is the owner of a Unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter for his share of the Common Expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

B. Non-Waiver. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by abandonment of the Unit for which the Assessment is made.

C. Liability of Developer. The Developer shall not be liable for and shall be excused from the payment of any Assessments for Common Expenses assessed against any Unit owned by the Developer during the period beginning with the first closing of the sale of a unit in the Condominium and terminating not later than one (1) calendar year thereafter or upon the transfer of control of the Association to unit owners other than the Developer, whichever occurs first. During this period, the Developer guarantees that the Assessment for Common Expenses of the Condominium imposed on the unit owners other than the Developer shall not increase over the amounts per month per unit type as follows:

<u>UNIT TYPE</u>	<u>MONTHLY DOLLAR AMOUNT</u>
3 Bedroom East Unit	\$206.00
3 Bedroom East Center Unit	\$206.64
2 Bedroom Center Unit	\$167.20
3 Bedroom West Center Unit	\$206.39
3 Bedroom West Units	\$206.00
Penthouse Unit East	\$317.47
Penthouse Unit Center	\$336.55
Penthouse Unit West	\$318.10
Commercial Unit	\$ 20.60

The Developer shall pay any amount of Common Expenses incurred during the period and not produced by the Assessments at the guaranteed level receivable from other unit owners. Upon termination of this guarantee, the Developer shall pay Assessments for Common Expenses for Units owned by the Developer. Notwithstanding

anything to the contrary herein provided regarding the expiration of the guarantee period, the Developer may extend the initial one year guarantee period (or subsequent guarantee periods) to provide one or more additional one year guarantee periods upon like terms and conditions as herein provided. To effect such extension, Developer shall file written notice thereof with the Secretary of the Association who shall file or cause said notice to be filed with the minutes of the Association's Board of Directors.

D. Operating Capital. Each purchaser of a Unit from the Developer will pay to the Association a sum equal to one quarter's maintenance fee on his Unit as a contribution towards operating capital of the Association. The use of operating capital by the Developer shall be limited as set forth in the Condominium Act, including Section 718.116(9)(b) thereof.

E. Interest; Application of Payment. Assessments and installments on such Assessments paid on or before ten (10) days after the date when due shall not bear interest but all sums not paid on or before ten (10) days after the date when due shall bear interest at the maximum legal rate from the date when due until paid. All payments upon accounts shall be first applied to interest and then to the Assessment payment first due.

F. Lien for Assessments. The Association shall have a lien on each Condominium Parcel for any unpaid Assessments together with interest thereon, against the owner of such Condominium Parcel. Reasonable attorney's fees incurred by the Association incident to the collection of such Assessment or the enforcement of such lien, shall be payable by the unit owner and secured by such lien.

Except as set forth below, the Association's liens shall be effective from and after the time of and shall relate back to the recording in the public records of Okaloosa County, Florida, of this Declaration. As to first mortgages of record, the lien is effective from and after a claim of lien is recorded in the public records of Okaloosa County, Florida stating the description of the Condominium Parcel, the name of the record owner, the amount due

expressed by written agreement as well as by duly recorded vote and shall, in either event, be expressed by the same person who would cast the vote of the unit owner if in an Association meeting, unless the joinder of record unit owners is specifically required by the Declaration.

7. INSURANCE. The insurance other than title insurance that shall be carried on the Association Property and the Condominium Property and the property of the unit owners shall be governed by the following provisions:

A. Authority to Purchase; Named Insured. All insurance policies upon the Association Property and the Condominium Property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the unit owners, without naming them, and as agent for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of unit owners. Such policies shall provide that payments by the insurer for losses shall be made to the Association, or if required by the holder of a first mortgage on one of the units, an insurance trustee designated by the Association, and all policies and their endorsements shall be deposited with the Association or, if applicable, the insurance trustee. Unit owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense.

B. Coverage.

(1) Casualty. All buildings and improvements upon the Land shall be insured in an amount equal to the maximum insurable replacement value except, in the case of flood insurance, the amount shall not be required to exceed the amounts available under the National Flood Insurance Program or its successor, and all personal property included in the Common Elements shall be insured for its value, all as determined annually by the Board of Directors of the Association with such deductible clauses required to obtain coverage at a reasonable cost. Such coverage shall afford protection against:

(a) Loss or damage by fire or other hazards covered by a standard extended coverage endorsement and

(b) Such other risks as from time to time shall be customarily covered with respect to buildings on the Land, including but not limited to vandalism and malicious mischief, windstorm and flooding.

(c) Insurance policies providing casualty coverages pursuant to 7B(1) (a) and (b) above shall provide that the word "building" wherever used in the policy shall include, but shall not necessarily be limited to, fixtures, installations, or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual units initially installed or replacements thereof of like kind or quality, in accordance with the original plans and specifications, or as existed at the time the unit was initially conveyed if the original plans and specifications are not available. However, the word "building" shall not include floor coverings, wall coverings or ceiling coverings. With respect to the coverage provided for by this paragraph, the unit owners shall be considered additional insureds under the policy. Further, such policies, when appropriate and possible, shall waive the insurer's right to (1) subrogation against the Association and against the unit owners individually and as a group (2) benefit of the pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance have issued coverage on the same risk and (3) avoid liability for a loss that is caused by an act of the Board of Directors of the Association or a director or one or more unit owners.

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

(3) Workmen's Compensation. Workmen's compensation policy, if required to meet the requirements of law.

(4) Other. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

C. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense of this Condominium.

D. Insurance Trustees; Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interest may appear, and shall provide that all proceeds covering property losses shall be paid to the Association or to such bank located in the State of Florida with trust powers as may be designated as insurance trustee by the Board of Directors of the Association, which trustee is referred to in this instrument as the "insurance trustee." The insurance trustee shall not be liable for payment of premiums, nor the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the insurance trustee, or the Association if no insurance trustee is designated, shall be to receive such proceeds as are paid and to hold the proceeds in trust for the purpose elsewhere stated in this instrument and for the benefit of the unit owners and their mortgagees in the following shares but which shares need not be set forth on the records of the insurance trustee:

(1) Unit Owners. An undivided share for such unit owner; such share being the same as the undivided share in the Common Elements appurtenant to his unit.

(2) Mortgages. In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interest may appear; provided, however, except as otherwise provided, no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a

mortgage debt any insurance proceeds except distributions of such proceeds made to the unit owner and mortgagee pursuant to the provisions of this Declaration.

E. Distribution of Proceeds. Proceeds of insurance policies received by the Association or the insurance trustee shall be distributed to or for the beneficial owners in the manner herein provided in "8. RECONSTRUCTION OR REPAIR AFTER CASUALTY."

F. Association as Agent. The Association is irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

8. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

A. Determination to Reconstruct or Repair. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(1) Common Element. If the damaged improvement is a Common Element, other than a unit building, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

(2) Unit Building.

(a) Lesser Damage. If the damaged improvement is a unit building and if at least three (3) of the units in each damaged building are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere provided that the Condominium shall be terminated.

(b) Major Damage. If the damaged improvement is a unit building and if less than three (3) of the units in each damaged building are found by the Board of Directors to be tenantable, then the damaged property will be reconstructed or repaired, unless within sixty (60) days after the casualty the

owners of three-fourths (3/4) of the units and the mortgagee holding the greatest number of recorded mortgages on all units consents in writing to terminate the Condominium.

(3) Certificate. The insurance trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.

B. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the unit building, by the owners of the units, which approval shall not be unreasonably withheld.

C. Responsibility. If the damage is not the result of a casualty for which the Association has secured insurance coverage and is only to those parts of one unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

D. Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility for reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

E. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair by the Association, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessment shall be made against all units in sufficient amounts to provide funds for the payment of

such costs. Such Assessments shall be in proportion to the owner's share in the Common Elements.

F. Construction Funds. The funds for payment of the costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Association or the insurance trustee and funds collected by the Association from Assessments against units shall be disbursed in payment of the costs in the following manner:

(1) Association. If the total Assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is more than Ten Thousand Dollars (\$10,000), then the sums paid upon such Assessments shall be deposited by the Association with the insurance trustee if one has been designated. In all other cases, the Association shall hold the sums paid upon such Assessments and disburse them in payment of the costs of reconstruction and repair.

(2) Construction Fund. The proceeds of insurance collected on account of a casualty, and the proceeds from collections of Assessments against units on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(a) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than Ten Thousand Dollars (\$10,000), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request of a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such funds shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(b) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than Ten Thousand Dollars

(\$10,000), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association upon approval by an architect qualified to practice in Florida and employed by the Association to supervise the work.

(c) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a unit owner shall be paid by the Association or the insurance trustee to the unit owner, or if there is a mortgagee endorsement as to the unit, then to the unit owner and the mortgagee jointly, who may use such proceeds as they be advised.

(d) Surplus. It shall be presumed that the first monies disbursed in payment of costs or reconstruction and repair shall be from insurance proceeds. If there is a balance in construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner that is not in excess of Assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(e) Certificate. Notwithstanding the provisions of this instrument, the insurance trustee shall not be required to determine whether or not sums paid by the unit owners upon Assessments shall be deposited by the Association with the insurance trustee, nor to determine whether the disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the insurance trustee may rely upon a certificate of the Association made by its president and secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is required in this instrument to be named as payee, the insurance trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a unit owner; and further

provided that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Association upon disbursements in payment of costs of reconstruction and repair.

9. USE RESTRICTIONS. The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists and the building containing the units in useful condition exists on the Land.

A. Units. Each of the units other than a commercial unit may be occupied only as a residence either permanent or transient and for no other purpose.

B. Commercial Units. The commercial unit may be used for any purpose that other units may be used as well as for commercial purposes.

C. Common Elements. The Common Elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the units.

D. Nuisances. No nuisances shall be allowed upon the Condominium Property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No unit owner shall permit any use of his unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property unless provisions have been made for a Special Assessment pursuant to paragraph 7C.

E. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property nor any part of it and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modifications or repair of the Condominium

property shall be the same as the responsibility for the maintenance and repair of the property concerned.

F. Leasing. Only entire units may be leased.

G. Regulations. Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all unit owners and residents of the Condominium upon request.

H. Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all the Units of the Condominium, neither the unit owner nor the Association nor any use of the Condominium shall interfere with the completion of the contemplated improvements and the sale of the Units. The Developer may make such use of the unsold units and Common Elements as may facilitate such completion and sale, including but not limited to the maintenance of a sales office, the showing of units in the Condominium. The sales office, the sales or construction trailer, if any, the furniture and furnishings in all model units, signs and all items pertaining to sales shall not be Common Elements and shall remain the property of the Developer.

10. NOTIFICATION OF TRANSFER OF INTEREST. The transfer of fee ownership or other interest in units in the Condominium by sale, lease, gift, devise, inheritance, foreclosure or other method, shall not be subject to the prior approval of the Association; however, both the transferor and the transferee shall notify the Association of the transfer unless same is a lease or rental for a term of less than one (1) month, within ten (10) days of the date of the transfer, together with such other information concerning the transferee as the Association may reasonably require.

11. COMPLIANCE AND DEFAULT. Each unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and By-Laws and regulations adopted pursuant to those documents, and all of such as they may be

amended from time to time. Failure of a unit owner to comply with such documents and regulations shall entitle the Association or other unit owners to the following relief in addition to the remedies provided by the Condominium Act:

A. Negligence. A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guest, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

B. Fines. The Board of Directors of the Association may upon reasonable notice and an opportunity for hearing before a committee of other unit owners appointed by the Board, fine and charge any offending member a sum not to exceed One Hundred Dollars (\$100) for each infraction of the provisions of this Declaration, the Articles, By-Laws or rules and regulations of the Association. No fines shall constitute a lien against the unit. The provisions of this paragraph shall not apply to unoccupied units.

C. Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a unit owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the By-Laws or the regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.

D. No Waiver of Rights. The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, or the By-Laws shall not constitute a waiver of the right to do so thereafter.

12. SPECIFIC RIGHTS OF INSTITUTIONAL MORTGAGEES. In addition to the rights and privileges expressly granted to the mortgagees of Condominium units in other Articles of this Declaration of

Condominium, each and every Institutional Mortgagee shall have the following rights and entitlements:

A. Upon written request to the Association, the Association shall make available to Institutional Mortgagees current copies of the Declaration of Condominium and its Exhibits and instruments incorporated by reference therein including but not necessarily limited to the By-Laws, and the rules of the Association and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. If an Institutional Mortgagee requests copies of any of the aforementioned items, the Association may require the payment in advance of its reasonable copy charges for providing any of the aforementioned items.

B. An Institutional Mortgagee shall be entitled, upon written request, to a financial statement for the immediately preceding fiscal year of the Association.

C. An Institutional Mortgagee that is also a first mortgagee shall be entitled to the protections afforded other first mortgagees as elsewhere provided in this Declaration.

D. Upon written request to the Association identifying the name and address of the Institutional Mortgagee, such Institutional Mortgagee will be entitled to timely written notice of the following:

(1) Any condemnation, loss or other casualty loss which affects a material portion of the Condominium or any unit which is encumbered by a mortgage held by the Institutional Mortgagee;

(2) Any delinquency in the payment of Assessments or Common Expenses owed by an owner of a unit subject to a mortgage held by an Institutional Mortgagee, which remains uncured for a period of sixty (60) days;

(3) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(4) Any proposed action which would require the consent of a specified percentage of mortgage holders.

13. AMENDMENTS. Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

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

B. Adoption. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association, at a meeting called for this purpose. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approval must be either by:

(1) Approval by the owners of two-thirds (2/3) of the Voting Interest; or

(2) Until the first election of Directors, only by all of the Directors, provided the amendment does not increase the number of units nor alter the boundaries of the Common Elements; or

(3) If there is an omission or error in this Declaration of Condominium or in other documents required by law to establish the Condominium, or any part thereof, the Association may correct the error or omission by an amendment to the Declaration, or the other documents required to create the Condominium and such amendment need only be approved by a majority of the Directors when proposed by the Directors or a majority of the Voting Interests when proposed by the members of the Association. This procedure for amendment cannot be used if such an amendment would materially or adversely affect property rights of unit owners, unless the affected unit owners consent in writing. This subsection does not restrict the powers of the Association to otherwise amend the Declaration, or other documentation, but authorizes a simple process of amendment requiring a lesser vote for the purpose of

curing defects, errors, or omissions when the property rights of unit owners are not materially or adversely affected.

(4) In addition to any other method of amending this Declaration provided for elsewhere herein, Developer reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering unit ownerships, (iii) to bring this Declaration into compliance with the Florida Condominium Act, (iv) to correct clerical or typographical errors in this Declaration or any exhibit hereto or any amendment thereto or (v) to make any other non-material change in this Declaration or any exhibit hereto or any amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to make or consent to a Special Amendment on behalf of each owner, mortgagee or other lienholder. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Developer to make, execute and record Special Amendments. The reserved rights of the Developer under this Article shall terminate five (5) years from the date of recording of the Declaration.

C. Form of Amendment No provision to the Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of the Declaration shall contain the full text of the provision to be amended; new

words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of declaration. See provision.... for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

D. Proviso. No amendment shall change any unit nor the share in the Common Elements appurtenant to it, nor increase the owner's share of the Common Expenses, unless the record owner of the unit concerned and all record owners of mortgages on such unit shall join in the execution of the amendment.

E. Execution and Recording. A copy of each amendment shall be attached to or incorporated in a certificate certifying that the amendment was adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate is recorded in the public records of Okaloosa County, Florida.

14. TERMINATION. In addition to the manner provided by the Condominium Act, the Condominium will be terminated without agreement if it is determined in the manner elsewhere provided in this Declaration that the building containing the units shall not be reconstructed because of major damage.

15. SEVERABILITY. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision in this Declaration of Condominium or the exhibits thereto or instruments incorporated therein by reference including the Articles of Incorporation and By-Laws of the Association shall not affect the validity of the remaining portions.

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

"DEVELOPER"

JADE EAST TOWERS DEVELOPERS, a joint venture partnership consisting of JADE EAST TOWERS, INC., a Florida corporation, JADE EAST TOWERS I, INC. and JADE EAST TOWERS II, INC., a Florida corporation

Donna D. Miles
Donna D. Miles
Print Name of Witness
Richard J. Beranek
Richard J. Beranek
Print Name of Witness

BY: JADE EAST TOWERS, INC.
By: F. W. (Freddie) Schinz
Its President
(Corporate Seal)

GENERAL PARTNER

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 31 day of February, 1996, by F. W. (Freddie) Schinz, as President of Jade East Towers, Inc., a Florida corporation, general partner of Jade East Towers Developers, a joint venture partnership, on behalf of the joint venture partnership. He: (notary must check applicable box)

- is personally known to me.
- produced a current Florida driver's license as identification.
- produced _____ as identification.

(SEAL)

JENNIFER L. MATTHEWS
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES AUGUST 1, 1999
COMM. NO. CC 485581

Jennifer L. Matthews
JENNIFER L. MATTHEWS
(Print Name)
Notary Public
Serial # CC 485581
My Commission Expires: 8-1-99

THIS DOCUMENT PREPARED BY:
BURKE & BLUE, P.A.
Lee W. Burke, Esq.
P.O. Box 70
Panama City, FL 32402

EXHIBIT A TO THE DECLARATION OF
JADE EAST TOWERS, A CONDOMINIUMLegal Description

Commencing at the Northwest corner of the East 100 feet of the West 2600 feet lying South of State Road (U.S. Highway No. 98) and lying between the subdivisions of Silver Beach, Plat Book 1, Page 16 1/2, and Second East Pass Addition, Plat Book 1, Pages 19, Okaloosa County, Florida, the same being the Northwest corner of Destin Towers Condominium, Condominium Book 4, Pages 52-72, thence proceed S-76°11'00"E 47.89 feet along Right-of-Way, thence South 296.00 feet, thence East 71.08 feet to Point of Beginning, thence South 132.00 feet, thence West 43.00 feet, thence South 117.00 feet, thence S-41°06'42"E 46.51 feet, thence South 240.00 feet, thence West 5.00 feet, thence South 350.00 feet to a point marking the Gulf of Mexico, thence meander East 230.83 feet, thence North along a line 2831.00 feet East of Second East Pass Addition a distance of 1100.08 feet to State Road, thence N-76°11'00"W 70.00 feet, thence South 50.00 feet, thence S-36°32'11"E 46.98 feet, thence South 155.00 feet, thence West 173.41 feet to Point of Beginning.

Subject to and including a drainage retention easement described as: Beginning at the above described Point of Beginning proceed South 15.00 feet, thence East 173.41 feet, thence North 50.00 feet, thence West 173.41 feet, thence South 35.00 feet to Point of Beginning.

EXHIBIT B TO THE DECLARATION OF
JADE EAST TOWERS, A CONDOMINIUM

CONSTRUCTION OF THE CONDOMINIUM IS NOT SUBSTANTIALLY COMPLETE.
UPON SUBSTANTIAL COMPLETION OF CONSTRUCTION, THE DEVELOPER SHALL
AMEND THE DECLARATION TO INCLUDE THE AS-BUILT SURVEY WHICH WILL
CONTAIN THE EXECUCUTED CERTIFICATE BELOW.

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA
COUNTY OF OKALOOSA

BEFORE ME, the undersigned authority duly authorized to
administer oaths and take acknowledgments, personally appeared _____
_____, after first being cautioned and sworn, deposes
and says:

1. That he is a duly registered surveyor under the laws
of the State of Florida, his certificate of registration number
being No. _____.

2. That the construction of the improvements described
by the survey and the graphic description of the improvements of
Jade East Towers, a Condominium, including but not limited to
landscaping, utilities services and access to the units and common
element facilities serving said building as set forth in the
Declaration of a Condominium of Jade East Towers, a Condominium
have been substantially completed so that such material together
with the provisions of the Declaration describing the condominium
property is an accurate representation of and in sufficient detail
to show the relative location and approximate dimensions of the
such improvements, and the identification, location and approximate
dimensions of the common elements and each unit can be determined
from these materials.

FURTHER AFFIANT SAITH NOT.

W. E. OVERSTREET

FLORIDA SURVEYOR NO. _____

Dated this _____ day of _____, 199__.

STATE OF FLORIDA
COUNTY OF OKALOOSA

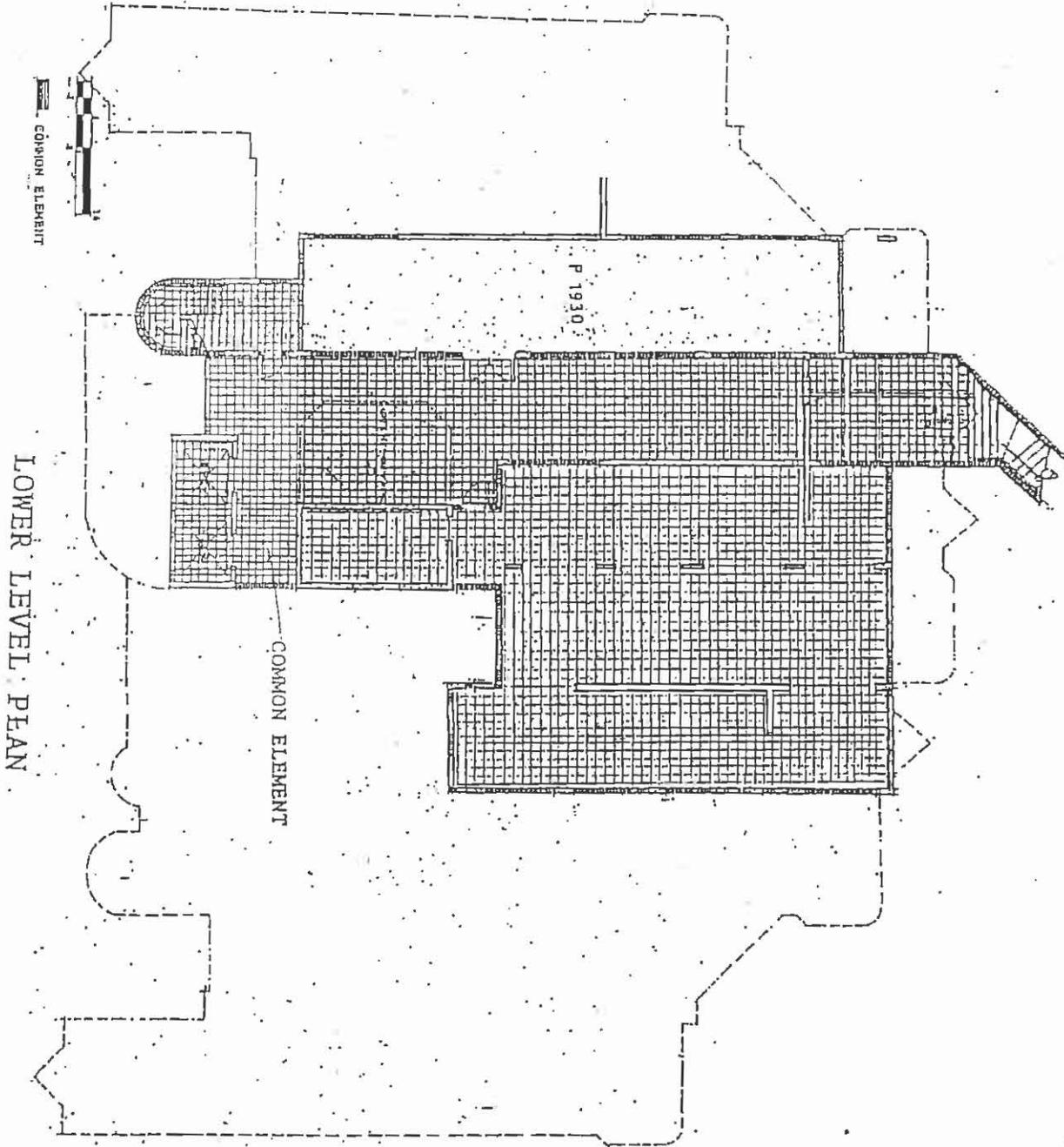
Sworn to and subscribed before me this _____ day of _____
_____, 19____, by _____.

(SEAL)

(Print Name)
Notary Public
Serial # _____
My Commission Expires: _____

Personally Known
 Produced Identification
Type _____

"LEGIBILITY POOR OR SOURCE INSTRUMENT"



LOWER LEVEL PLAN

SHEET
2

DATE
3-1-91
CONTRACT NO
90021

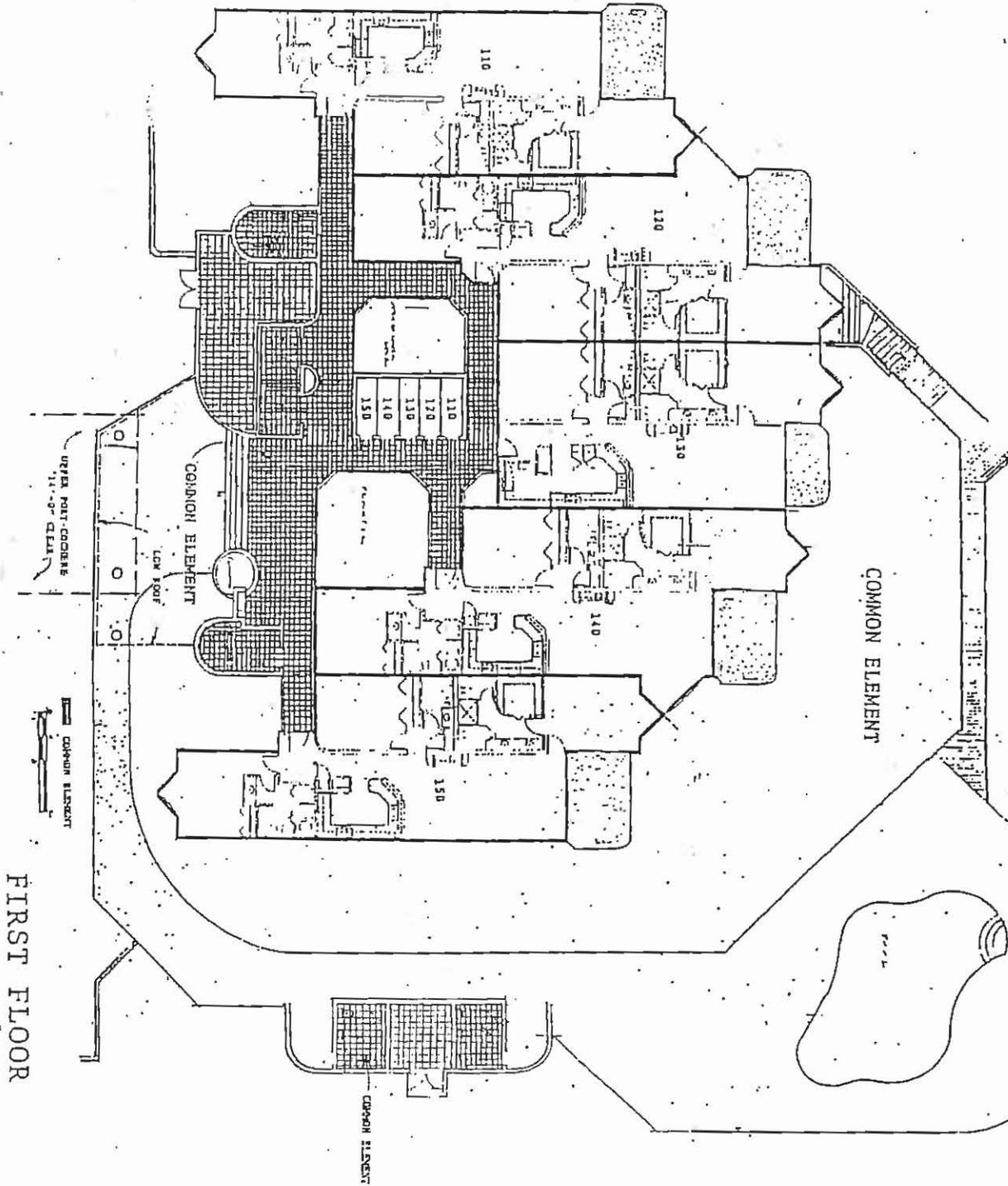
REVISIONS

JADE EAST TOWERS



R . R . MOORE, INC.
ARCHITECT & PLANNER

"LEGIBILITY POOR ON SOURCE INSTRUMENT"



SHEET
3

DATE
3-9-94
COMM. NO.
12003

REVISIONS

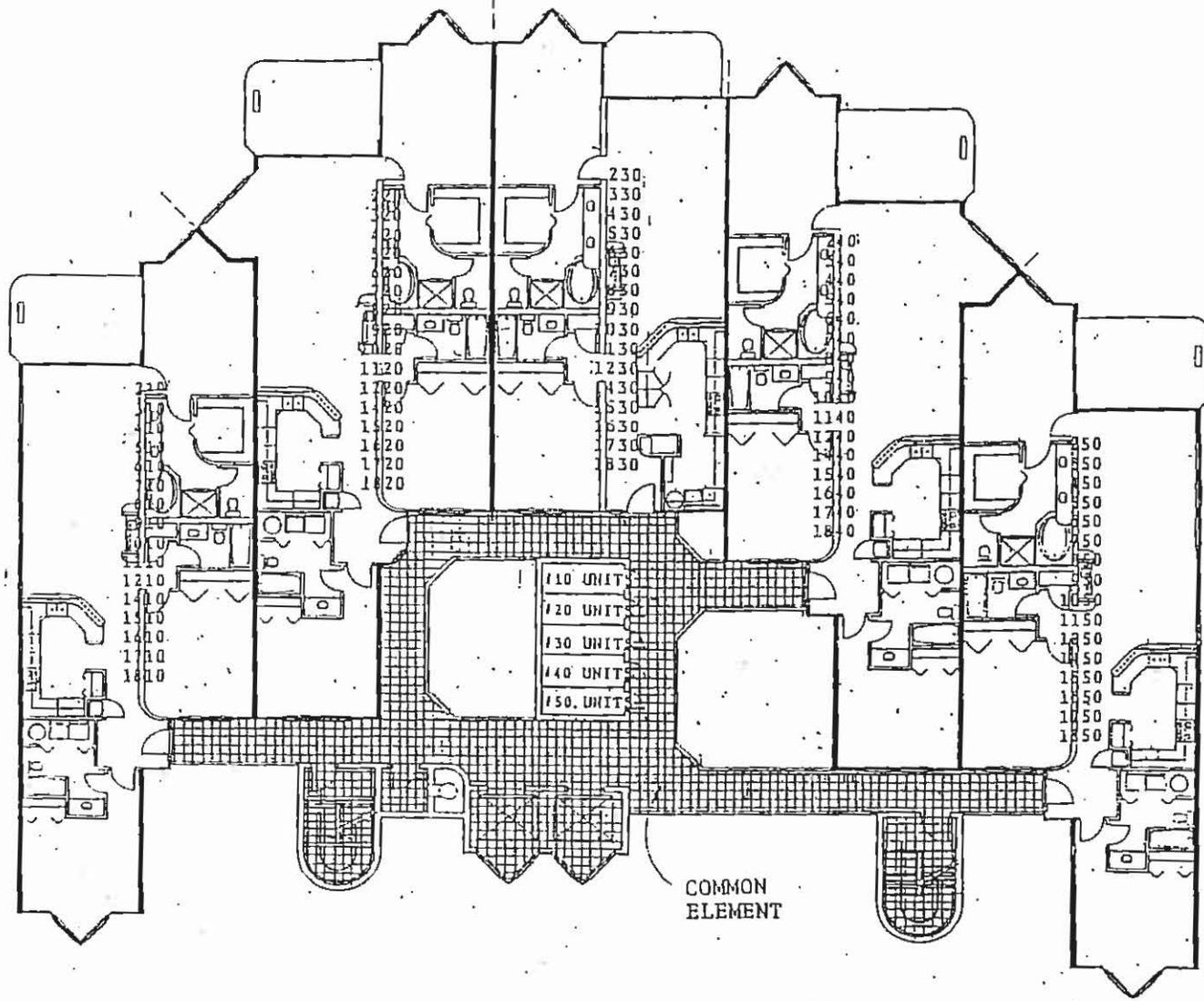
JADE EAST TOWERS



R. R. MOORE, INC.
ARCHITECT & PLANNER
DESTIN, FLORIDA

OFFICIAL RECORDS ##
BK 1983 PG 264

"LEGIBILITY POOR ON SOURCE INSTRUMENT"



FLOORS 2-12 & 14-17



INSET 4

DATE 3-9-84
CONTRACT NO. 20021

REVISIONS

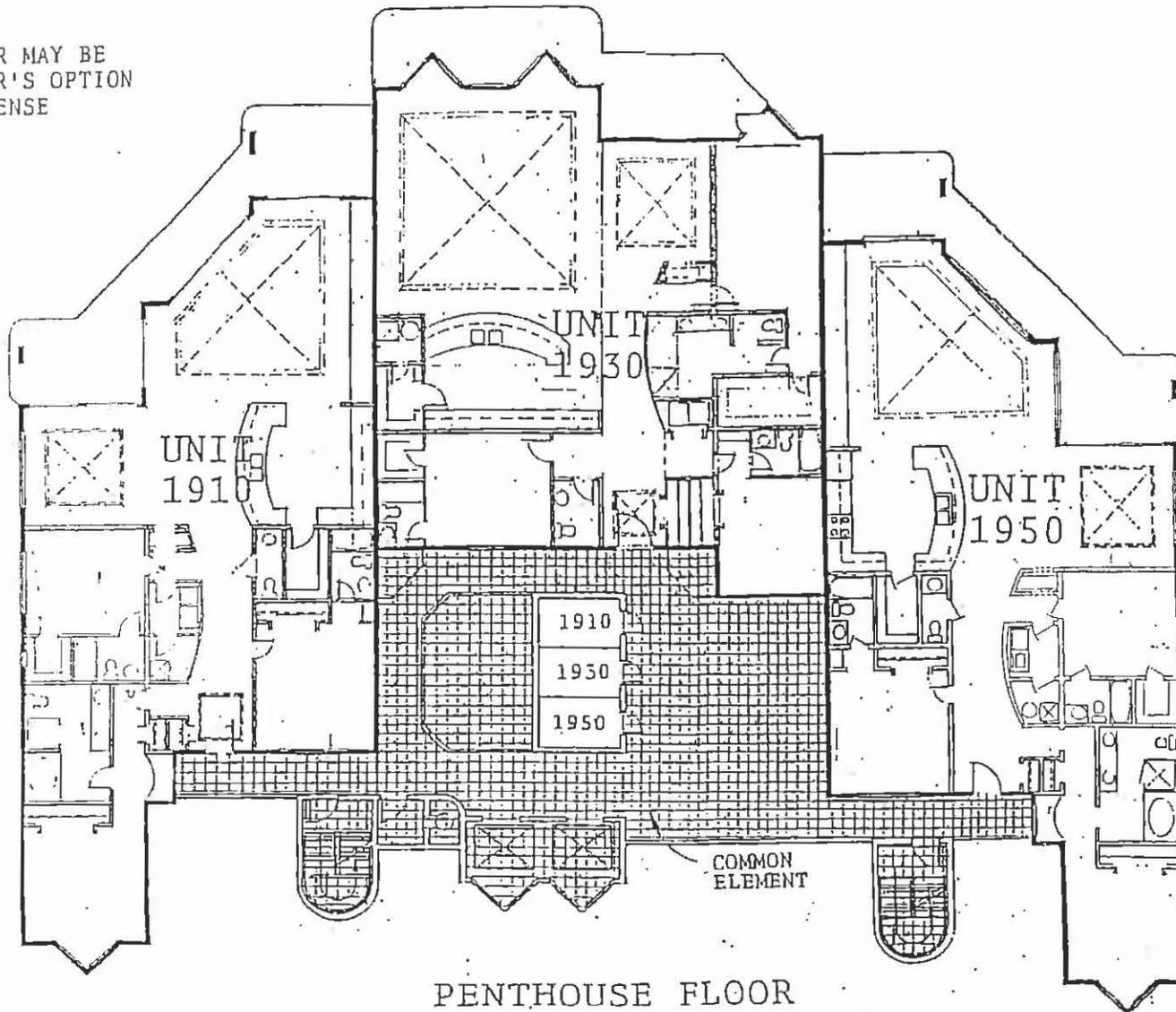
JADE EAST TOWERS

R. R. MOORE ARCHITECT & PLANNER
DESTIN, FLORIDA

NOTE: UNITS THIS FLOOR MAY BE ALTERED AT OWNER'S OPTION AND OWNER'S EXPENSE

OFFICIAL RECORDS ##
BK 1983 PG 265

"LEGIBILITY POOR ON SOURCE INSTRUMENT"



PENTHOUSE FLOOR



SHEET 5

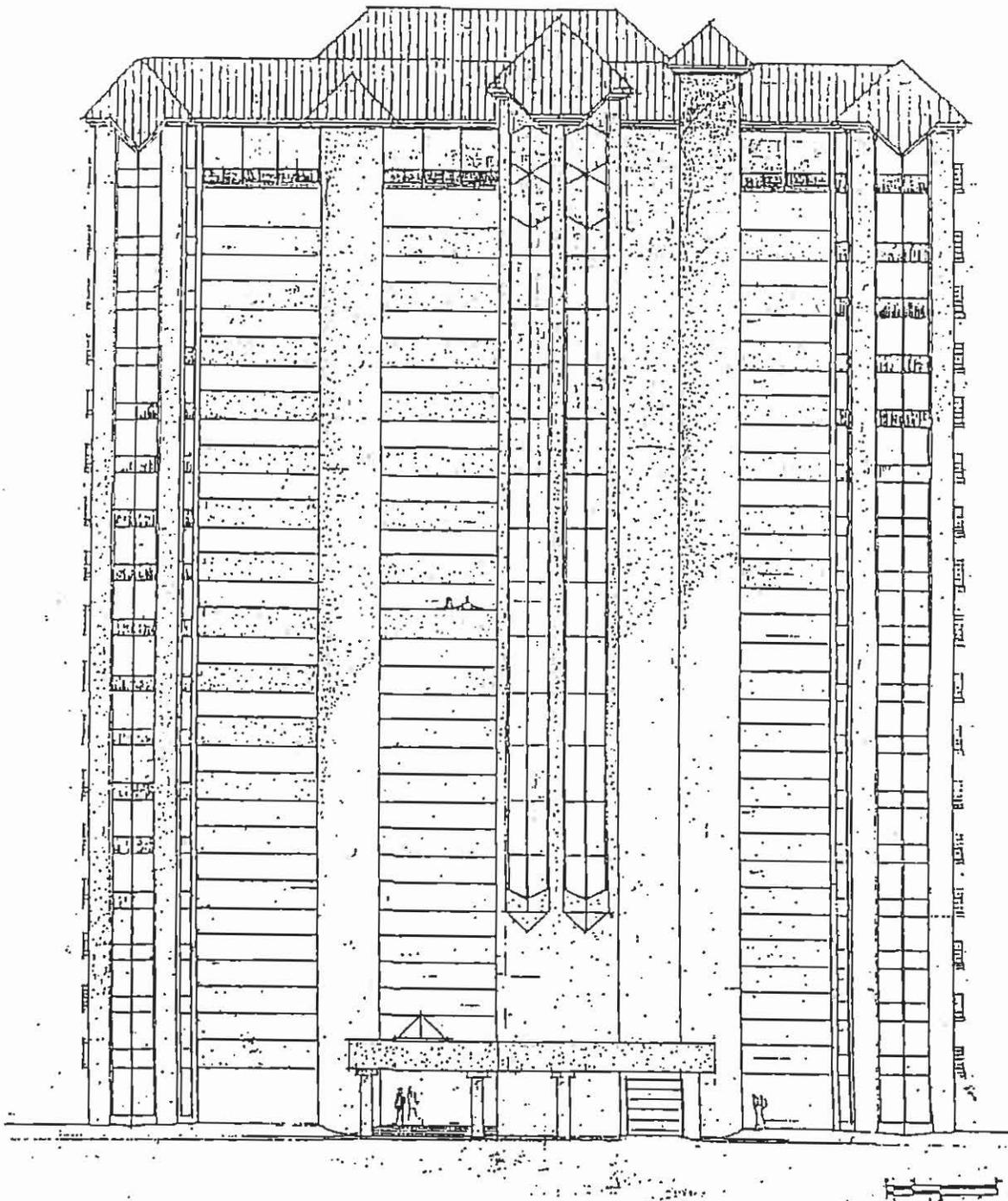
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REVISIONS

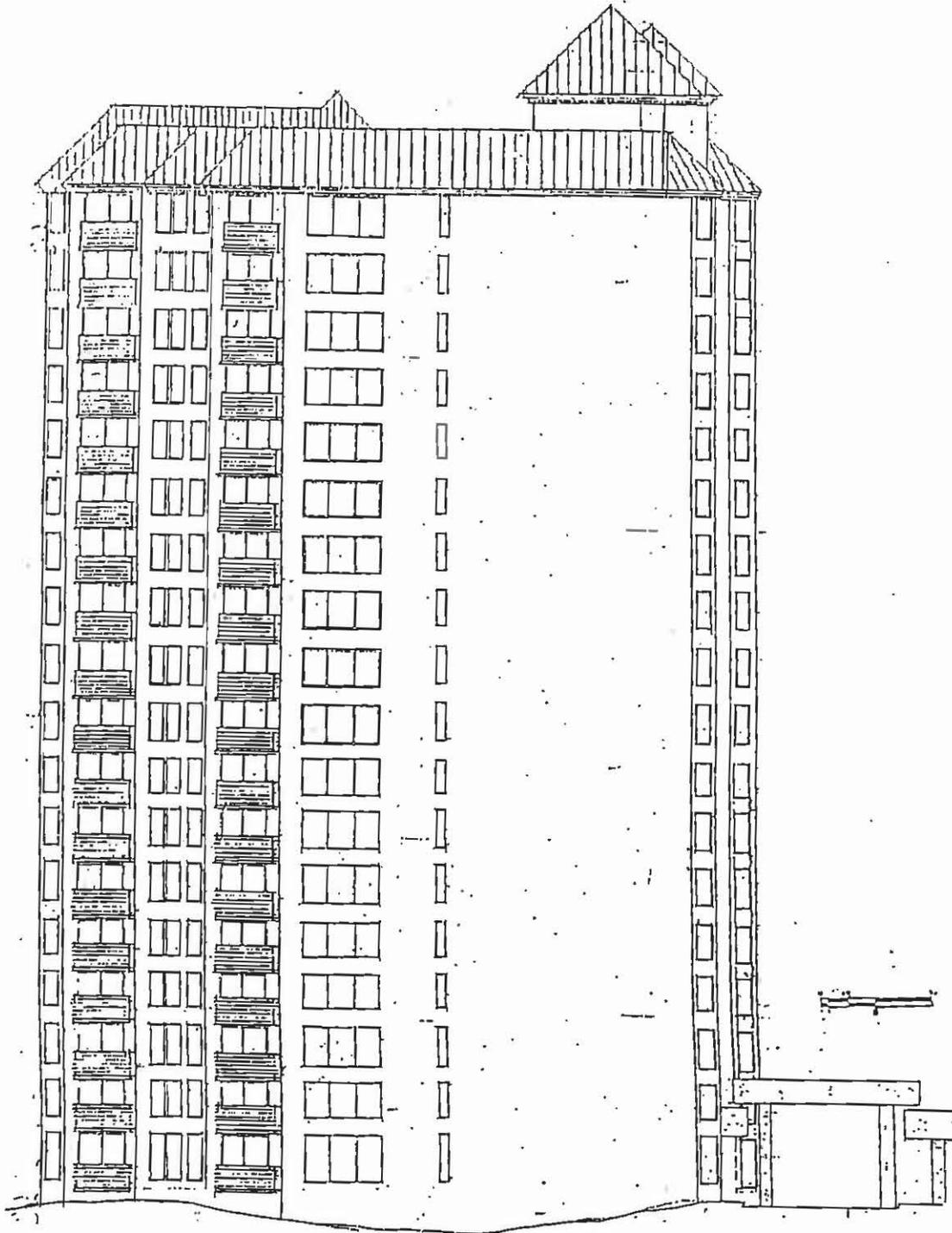
JADE EAST TOWERS

MOORE

R. R. MOORE, INC.
ARCHITECT & PLANNER
DESTIN, FLORIDA



NORTH ELEVATION



EAST ELEVATION

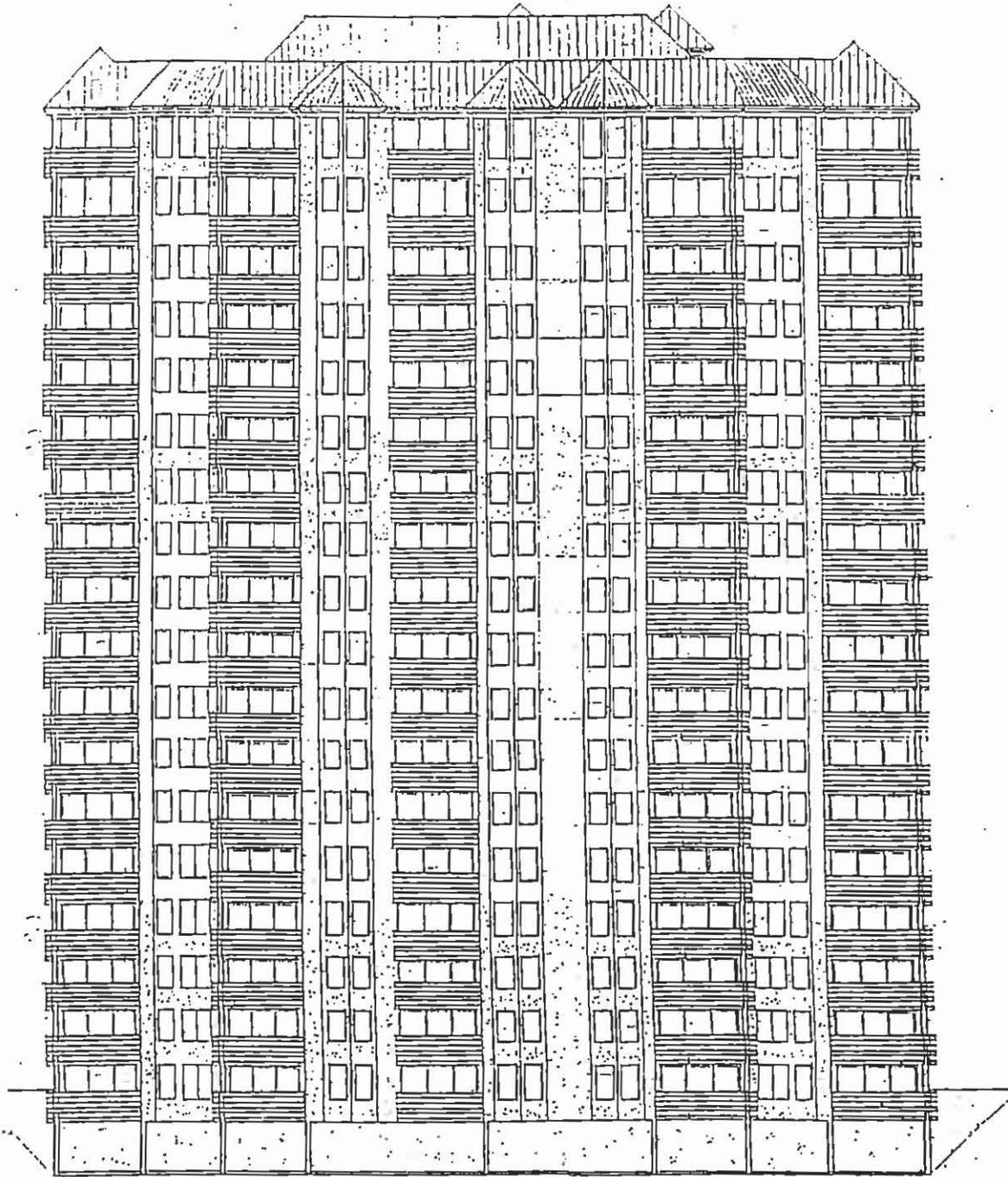
17 DATE
3-9-94
COMM. NO.
90021

REVISIONS

JADE EAST TOWERS



R . R . MOORE, INC.
ARCHITECT & PLANNER
DESTIN, FLORIDA



SOUTH ELEVATION

SHEET
B

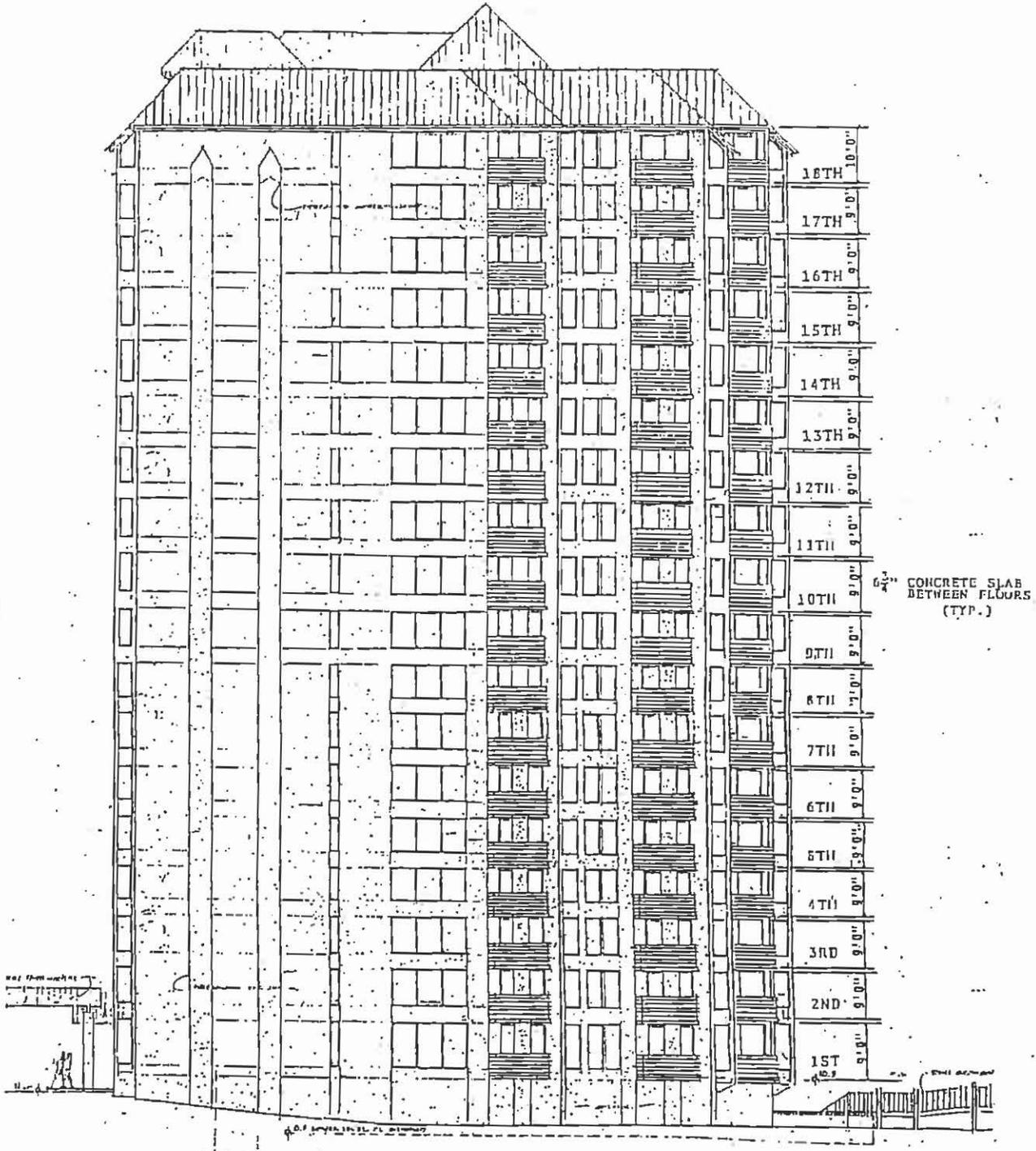
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3-8-91
CDM, MD
90021

REVISIONS

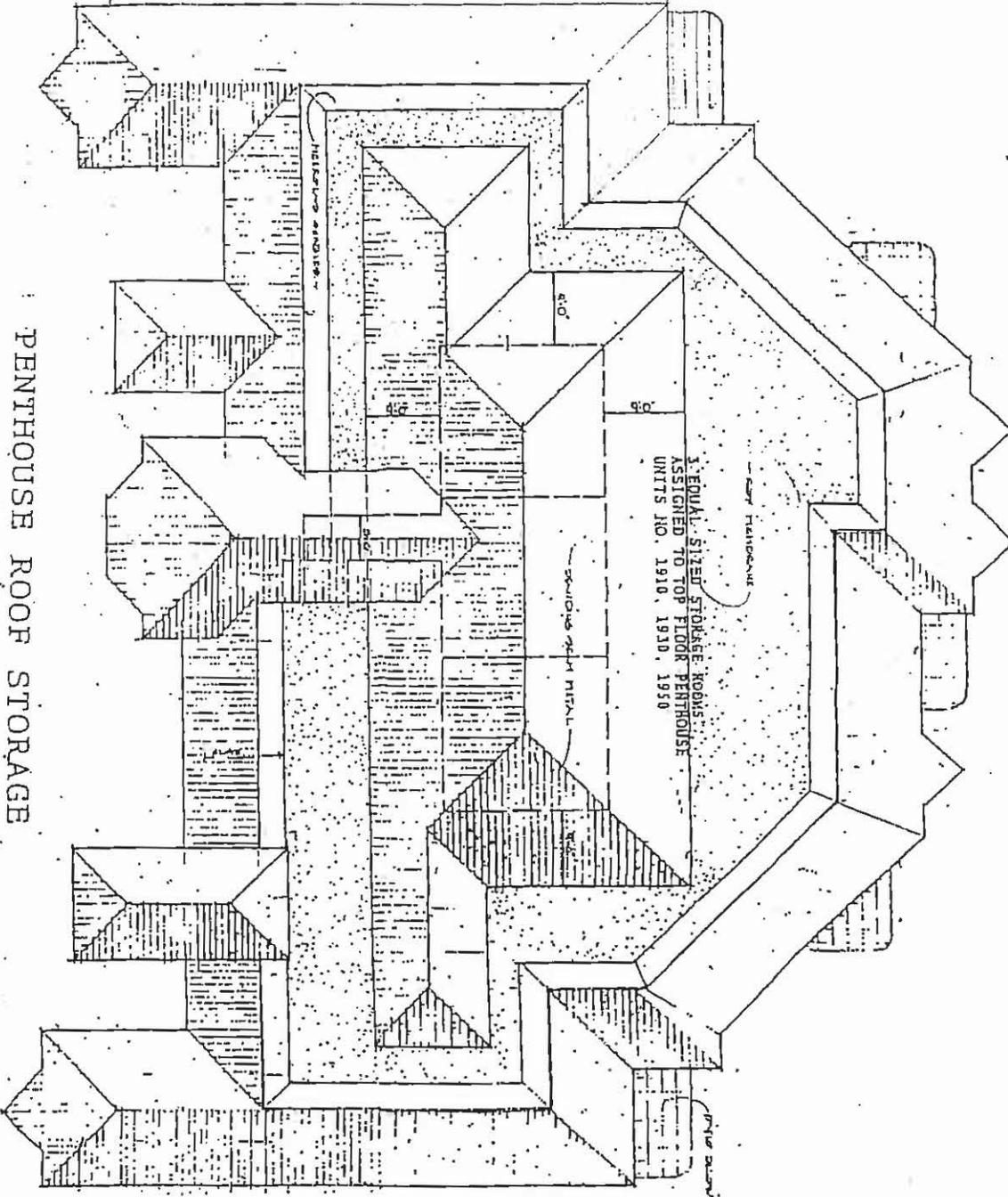
JADE EAST TOWERS



R. R. MOORE, INC.
ARCHITECT & PLANNER
DESTIN, FLORIDA



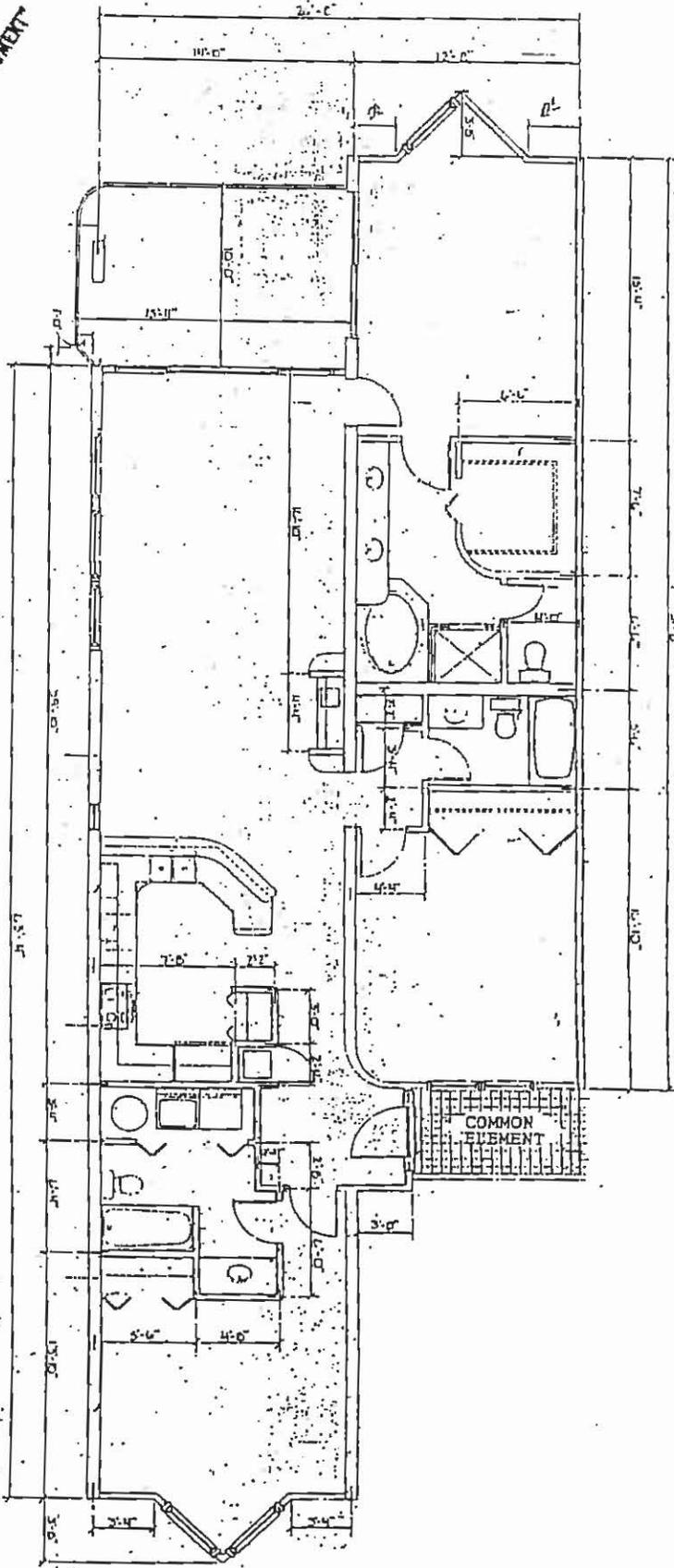
WEST ELEVATION



PENTHOUSE ROOF STORAGE

PERMISSIBILITY FOR OR SOURCE INSTRUMENT

UNIT 10



SHEET 11	DATE 3-9-84 CDMA NO. 90027	REVISIONS
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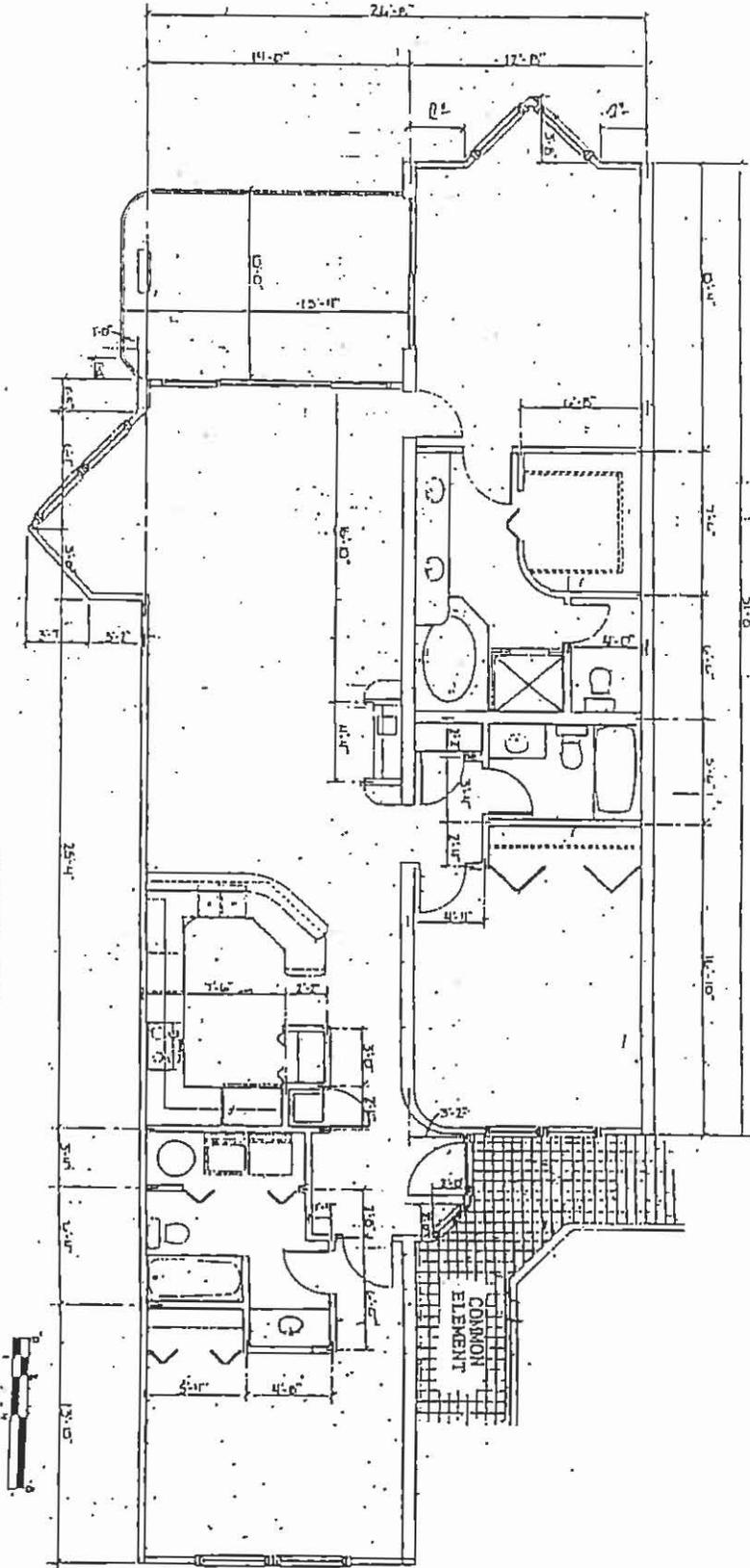
JADE EAST TOWERS



R. R. MOORE, INC.
ARCHITECT & PLANNER
DESTIN, FLORIDA

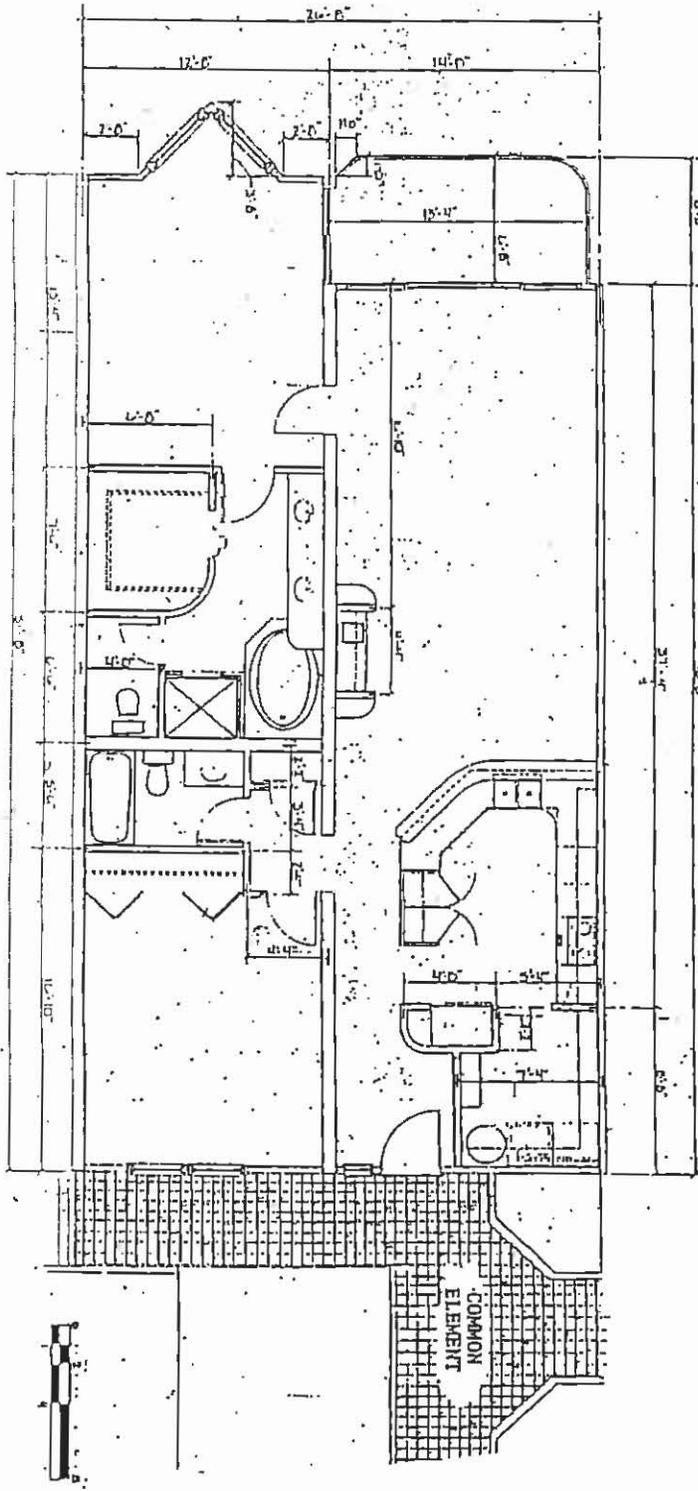
"LEGIBILITY POOR ON SOURCE INSTRUMENT"

UNIT 20



"LEGIBILITY POOR ON SOURCE INSTRUMENT"

UNIT 30



SHEET
13

DATE
3-9-79
CDMM, MC
R0027

REVISIONS

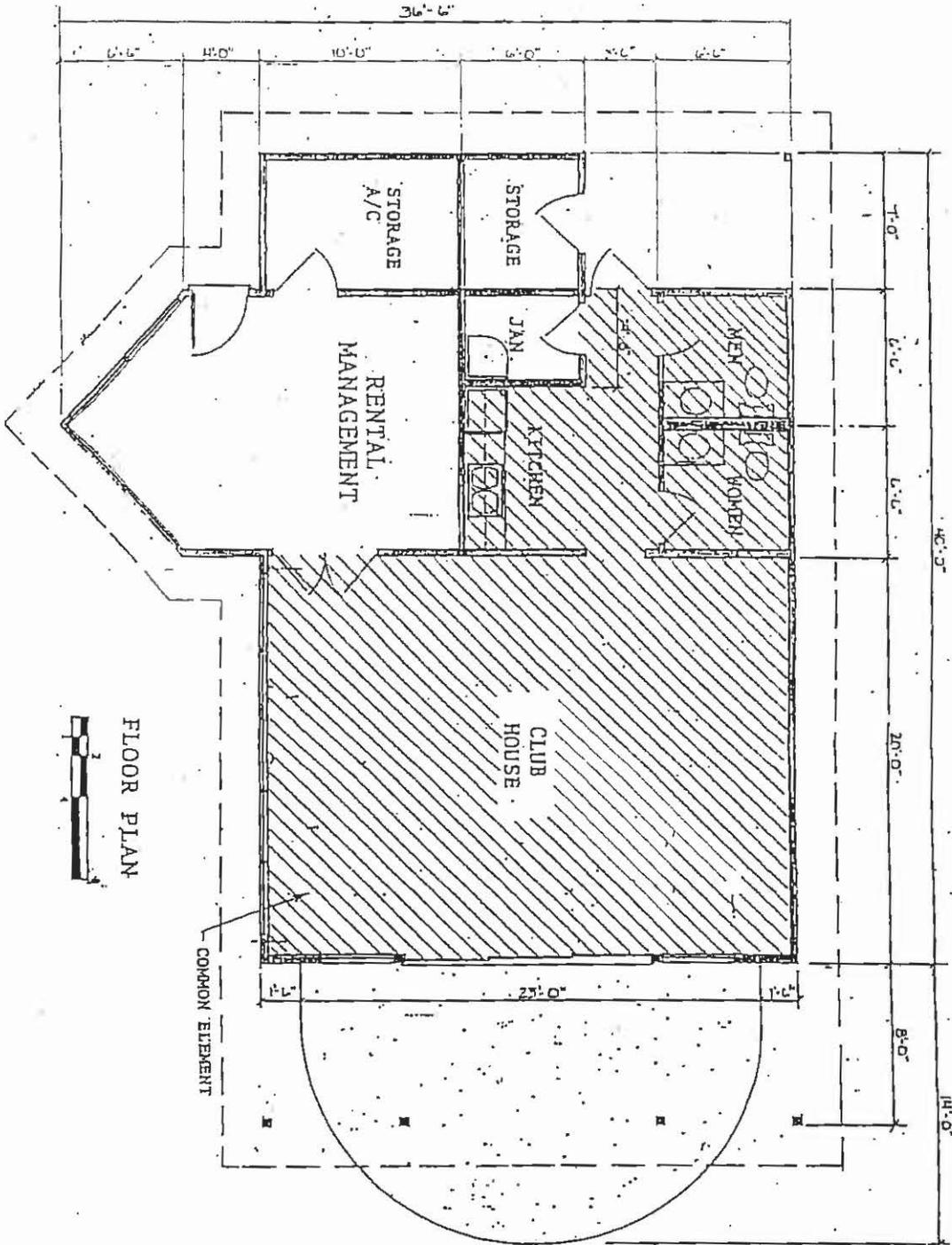
JADE EAST TOWERS



R. R. MOORE, INC.
ARCHITECT & PLANNER
DESTIN, FLORIDA

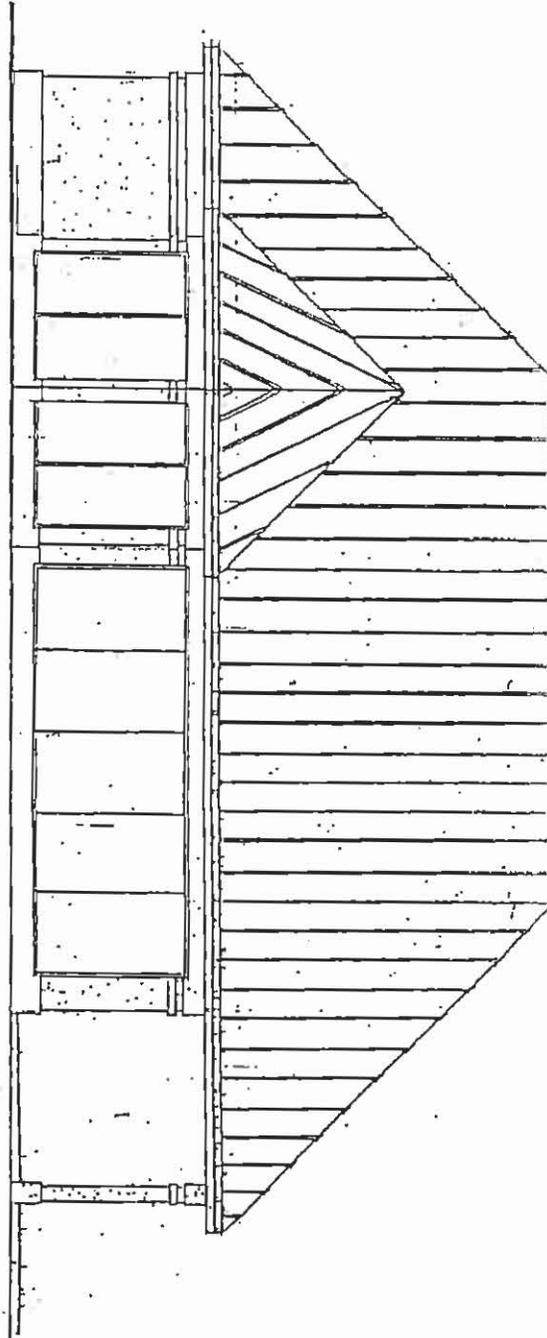
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CLUB HOUSE



FLOOR PLAN

CLUB HOUSE



SHEET
17

DATE
3-9-82
CDM, NO
60021

REVISIONS

JADE EAST TOWERS

R. R. MOORE

R. R. MOORE, INC.
ARCHITECT & PLANNER

UNDIVIDED SHARE OF COMMON ELEMENTS

The undivided share in the land and other common elements and common surplus for units in Jade East Towers, a Condominium, are set forth below by unit type:

<u>UNIT NUMBER</u>	<u>SHARE OF COMMON ELEMENTS & SURPLUS</u>	<u>NUMBER OF UNITS</u>
3 Bedroom Units East End (1,619 sq. ft.)		
		17
110	1,619/140,439	
210	1,619/140,439	
310	1,619/140,439	
410	1,619/140,439	
510	1,619/140,439	
610	1,619/140,439	
710	1,619/140,439	
810	1,619/140,439	
910	1,619/140,439	
1010	1,619/140,439	
1110	1,619/140,439	
1210	1,619/140,439	
1410	1,619/140,439	
1510	1,619/140,439	
1610	1,619/140,439	
1710	1,619/140,439	
1810	1,619/140,439	
3 Bedroom Units East Center (1,624 sq. ft.)		
		17
120	1,624/140,439	
220	1,624/140,439	
320	1,624/140,439	
420	1,624/140,439	
520	1,624/140,439	
620	1,624/140,439	
720	1,624/140,439	
820	1,624/140,439	
920	1,624/140,439	
1020	1,624/140,439	
1120	1,624/140,439	
1220	1,624/140,439	
1420	1,624/140,439	
1520	1,624/140,439	
1620	1,624/140,439	
1720	1,624/140,439	
1820	1,624/140,439	
2 Bedroom Units Center (1,314 sq. ft.)		
		17
130	1,314/140,439	
230	1,314/140,439	
330	1,314/140,439	
430	1,314/140,439	
530	1,314/140,439	
630	1,314/140,439	
730	1,314/140,439	
830	1,314/140,439	
930	1,314/140,439	

1030	1,314/140,439	
1130	1,314/140,439	
1230	1,314/140,439	
1430	1,314/140,439	
1530	1,314/140,439	
1630	1,314/140,439	
1730	1,314/140,439	
1830	1,314/140,439	
3 Bedroom Units West Center (1,622 sq. ft.)		17
140	1,622/140,439	
240	1,622/140,439	
340	1,622/140,439	
440	1,622/140,439	
540	1,622/140,439	
640	1,622/140,439	
740	1,622/140,439	
840	1,622/140,439	
940	1,622/140,439	
1040	1,622/140,439	
1140	1,622/140,439	
1240	1,622/140,439	
1440	1,622/140,439	
1540	1,622/140,439	
1640	1,622/140,439	
1740	1,622/140,439	
1840	1,622/140,439	
3 Bedroom Units West End (1,619 sq. ft.)		17
150	1,619/140,439	
250	1,619/140,439	
350	1,619/140,439	
450	1,619/140,439	
550	1,619/140,439	
650	1,619/140,439	
750	1,619/140,439	
850	1,619/140,439	
950	1,619/140,439	
1050	1,619/140,439	
1150	1,619/140,439	
1250	1,619/140,439	
1450	1,619/140,439	
1550	1,619/140,439	
1650	1,619/140,439	
1750	1,619/140,439	
1850	1,619/140,439	
Penthouse East (2,495 sq. ft.)		1
P1910	2,495/140,439	
Penthouse Center (2,645 sq. ft.)		1
P1930	2,645/140,439	

**** OFFICIAL RECORDS ****
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Penthouse West (2,500 sq. ft.)		1
P1950	2,500/140,439	
Commercial Unit (233 sq. ft.)	233/140,439	1
TOTAL	140,439/140,439	