AMENDED AND RESTATED

DECLARATION

OF

CONDOMINIUM

OF

JADE BEACH VILLAS

A Condominium

State Road A-1-A
Broward County, Florida

MADE on October 8, 1964, by JADE BEACH VILLAS, INC., a Florida corporation, herein called DEVELOPER, for itself, its successors, grantees and assigns. Amended and Restated this _____ day of _____, 2024~~1~~.

WHEREIN the DEVELOPER makes the following declarations:

1. Purpose. The purpose of this Declaration is to submit the lands herein described and the improvements constructed thereon to the Condominium form of ownership and use in the manner provided by Florida Statute 718, as it may be amended from time to time, herein called The Condominium Act.

.1 Name. The name by which this condominium is to be identified is JADE BEACH VILLAS, a condominium, consisting of JADE BEACH VILLAS EAST and JADE BEACH VILLAS WEST.

.2 The Land. The lands owned by Association that were submitted to the condominium form of ownership are the following described lands lying in Broward County, Florida:

A parcel of land in Government Lot 1, Section 7, Township 49 South, Range 43 East, Broward County, Florida, being more particularly described as follows:

Commencing at the intersection of the centerline of State Road A-1-A as now laid out and in use, and a line parallel to and 3,750 feet south of, as measured at right angles to the east-west quarter section line in Section 6, Township 49 South, Range 43 East; thence west along said line, a distance of 51.05 feet to the point of beginning; thence continuing west, a distance of 231.73 feet to a point on the west line of said Government Lot 1; thence S 0°43'27" E, along said west line of Government Lot 1, a distance of 70.01 feet to a point; thence east, a distance of 35.11 feet to a point; thence south, a distance of 30 feet to a point; thence west, a distance of 34.73 feet to a point; thence S 0°43'27" E, a distance of 50 feet to a point; thence east, a distance of 198.95 feet to a point; thence N 11°30'05" E, parallel to and 50 feet west of, as measured at right angles to, the centerline of State Road A-1-A, a distance of 51.03 feet to a point; thence west, a distance of 109.32 feet to a point; thence north, a distance of 30 feet to a point; thence east, a distance of 115.50 feet to a point; thence N 11°38'05" E, a distance of 71.47 feet to the point of beginning; together with the following described parcel: Commencing at the intersection of the centerline of State Road A-1-A as now laid out and in use and a line parallel to a 3,750 south of, as measured at right angles to, the east-west quarter section line in Section 6, Township 49 South, Range 43 East; thence east alone said line, a distance of 51.05 feet to the point of beginning; thence S-11°38'05" W, parallel to and 50 feet east of, as measured at right angles to the centerline of State Road A-1-A, a distance of 99.03 feet to a point; thence east, a distance of 107.93 feet to a point; thence south, a distance of 30 feet to a point; thence west, a distance of 114.10 feet to a point; thence S 11°38'05" W, a distance of 23.40 feet to a point; thence east on a line parallel to at 3,900 feet south of, as measured at right angles to the east-west quarter section line of said Section 6, to the waters of the Atlantic Ocean, thence northerly along the waters of said Atlantic Ocean to a point on a line parallel to and 2,877 feet south of, as measured at right angles to, the east-west quarter section line in Section 6, then west along said line to a point, said point being located 233.65 feet east of the centerline of State Road A-1-A , as measured along the westerly extension of the last described line; thence north, a distance of 30 feet to a point; thence east to the waters of the Atlantic Ocean; thence northerly along the waters of said Atlantic Ocean to a point on a line parallel to, and 3,750 feet south of, as measure at right angles to, the east-west quarter section line of Section 6; thence west, along the last described line to the point of beginning.

which lands are herein called the "Land". ~~The Land shall be further divided for administrative purposes as follows:~~

~~Commencing at the intersection of the centerline of State Road A-1-A as now laid out and in use and a line parallel to a 3,750 south of, as measured at right angles to, the east-west quarter section line in Section 6, Township 49 South, Range 43 East; thence east alone said line, a distance of 51.05 feet to the point of beginning; thence S 11°38'05" W, parallel to and 50 feet east of, as measured at right angles to the centerline of State Road A-1-A, a distance of 99.03 feet to a point; thence east, a distance of 107.93 feet to a point; thence south, a distance of 30 feet to a point; thence west, a distance of 114.10 feet to a point; thence S 11°38'05" W, a distance of 23.40 feet to a point; thence east on a line parallel to at 3,900 feet south of, as measured at right angles to the east-west quarter section line of said Section 6, to the waters of the Atlantic Ocean, thence northerly along the waters of said Atlantic Ocean to a point on a line parallel to and 2,877 feet south of, as measured at right angles to, the east-west quarter section line in Section 6, then west along said line to a point, said point being located 233.65 feet east of the centerline of State Road A-1-A , as measured along the westerly extension of the last described line; thence north, a distance of 30 feet to a point; thence east to the waters of the Atlantic Ocean; thence northerly along the waters of said Atlantic Ocean to a point on a line parallel to, and 3,750 feet south of, as measure at right angles to, the east-west quarter section line of Section 6; thence west, along the last described line to the point of beginning.~~

~~which lands are herein called "Jade Beach East Land" and~~

~~Commencing at the intersection of the centerline of State Road A-1-A as now laid out and in use, and a line parallel to and 3,750 feet south of, as measured at right angles to the east-west quarter section line in Section 6, Township 49 South, Range 43 East; thence west along said line, a distance of 51.05 feet to the point of beginning; thence continuing west, a distance of 231.73 feet to a point on the west line of said Government Lot 1; thence S 0°43'27" E, along said west line of Government Lot 1, a distance of 70.01 feet to a point; thence east, a distance of 35.11 feet to a point; thence south, a distance of 30 feet to a point; thence west, a distance of 34.73 feet to a point; thence S 0°43'27" E, a distance of 50 feet to a point; thence east, a distance of 198.95 feet to a point; thence N 11°30'05" E, parallel to and 50 feet west of, as measured at right angles to, the centerline of State Road A-1-A, a distance of 51.03 feet to a point; thence west, a distance of 109.32 feet to a point; thence north, a distance of 30 feet to a point; thence east, a distance of 115.50 feet to a point; thence N 11°38'05" E, a distance of 71.47 feet to the point of beginning.~~

~~which lands are herein called "Jade Beach West Land."~~

2. Definitions. The terms used herein and in the Bylaws shall have the meanings stated in the Condominium Act and as follows unless the context otherwise requires:

.1 Apartment means unit as defined by the Condominium Act.

.2 Apartment Owner means unit owner as defined by the Condominium Act.

.3 Association means Jade Beach Villas Association.

.4 Common Elements shall include the tangible personal property required for the operation of Jade Beach Villas Association, Jade Beach Villas East or Jade Beach Villas West, as well as the items stated in the Condominium Act.

.5 Common Expenses include:

(a) Expenses of administration, expenses of maintenance, operation, repair or replacement of those elements common to both Jade Beach Villas East and Jade Beach Villas West, together with taxes and insurance associated with the Association;

(b) Expenses declared common expenses by provision of this Declaration and the Bylaws; and

(c) Expenses agreed upon as common expenses by the Association.

.6 Jade Beach Villas East shall refer to the Association's ~~5 story building~~ real property and personal property located east of State Road A1A.

.7 Jade Beach Villa East, Inc. shall refer to the sub-Association created to operate the affairs of Jade Beach Villas East.

.8 Jade Beach Villas West shall refer to the Association's ~~3 story building~~ real property and personal property located west of State Road A1A.

.9 Jade Beach Villas West, Inc. shall refer to the sub-Association created to operate the affairs of Jade Beach Villas West.

.10 Singular, plural, gender. Whenever the context so permits, the use of the plural shall include the singular, the singular, the plural, and the use of any gender shall be deemed to include all genders.

.11 Utility services are used in the Condominium Act and construed with reference to this condominium, and as used in the Declaration and Bylaws shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewer disposal.

3. Development Plan. The condominium was developed in the following manner:

.1 Survey. A survey of the land is attached as Exhibit A.

.2 Plans. The improvements placed upon the land are substantially in accordance with the plans and specifications therefor prepared by Herman Hostettler, Architect. A portion of which plans are attached hereto as the following exhibits:

Exhibits	Description
B-1	Consisting of five pages, including typical elevations, typical apartment plans and typical floor plans for Jade Beach Villas East.
B-2	Consisting of three pages, including typical elevations, typical apartment plans and typical floor plans for Jade Beach Villas West.

.3 Easements. Easements are reserved through the condominium property as may be required for utility services in order to adequately serve the condominium; provided, however, such easements through an apartment shall be only according to the plans and specifications for the apartment building or as the building is constructed, unless approved in writing by the apartment owner.

.4 Improvements. The improvements constructed upon the land include and are limited to the following:

(a) Buildings. The condominium will include one five-story building consisting of 45 apartments contained within Jade Beach Villas East and one three-story building consisting of 17 apartments within Jade Beach Villas West.

(b) Other Improvements. The condominium will include other facilities located substantially as shown upon the survey and plans and which will be part of the common elements. Such facilities will include, but shall not be limited to, the following improvements:

(1) Automobile Parking Areas. The Automobile Parking Areas existing East of State Road A1A are for the primary use of the owners within Jade Beach Villas East whereas the Automobile Parking Areas existing West of State Road A1A are for the primary use of the owners within Jade Beach Villas West.

(2) Wall along and facing State Road A1A. This wall is for the use of the owners within Jade Beach Villas West as well as the wall that extends along the south side of the property.

(3) Underground Sprinkler System. The Underground Sprinkler System existing East of State Road A1A is for the use of the owners within Jade Beach Villas East whereas the Underground Sprinkler System existing West of State Road A1A is for the use of the owners within Jade Beach Villas West.

(4) Underground Lighting System. The Underground Lighting System existing East of State Road A1A is for the use of the owners within Jade Beach Villas East whereas the Underground Lighting System existing West of State Road A1A is for the use of the owners within Jade Beach Villas West.

(5) Landscaping and Walkways. The Landscaping and Walkways existing East of State Road A1A are for the use of the owners within Jade Beach Villas East whereas the Landscaping and Walkways existing West of State Road A1A are for the use of the owners within Jade Beach Villas West.

(6) Swimming Pools. Except as discussed herein, the Swimming Pool existing East of State Road A1A is for the primary use of the owners within Jade Beach Villas East whereas the Swimming Pool existing West of State Road A1A is for the primary use of the owners within Jade Beach Villas West.

(7) Tiki Hut and Deck. The Tiki Hut and Deck existing east of State Road A1A is for the use of the owners within Jade Beach Villas East.

(8) Sewerage Collection Systems. The System existing East of State Road A1A is for the use of Jade Beach Villas East whereas the System existing West of State Road A1A is for the use of the owners of Jade Beach Villas West.

(9) Fence. The Fence existing East of State Road A1A is for the use of the owners within Jade Beach Villas East.

.5 Apartments – General Provisions. The following provisions shall apply to each apartment.

(a) Boundaries. Each apartment shall include that part of the building containing the apartment which lies within the boundaries of that apartment, which boundaries shall be determined in the following manner:

(1) Horizontal Boundaries. The upper and lower boundaries of the apartment shall be:

(i) Upper Boundary.

(a) Apartments of the fifth floor of the Jade Beach Villas East building, apartments on the third floor of the Jade Beach Villas West building and Apartments 101, 102, 103 and 104 on the first floor of the Jade Beach Villas West building – the plane of the under surfaces of the chords of the roof trusses which serve as ceiling joists.

(b) Apartments on the first, second, third and fourth floors of the Jade Beach Villas East building and apartments on the second and third floors of the Jade Beach Villas West building – the plane of the under surface of the concrete slab.

(ii) Lower Boundary.

The plane of the under surface of the concrete slab.

(2) Vertical Boundaries. The vertical boundaries of the apartment shall be:

(i) Exterior boundaries – the exterior of the outside walls of the apartment building except where there is attached to the building a balcony, loggia, terrace, canopy, stairway or other portion of the building serving only the apartment being bounded, in which event the boundaries shall be such as will include all of such structures.

(ii) Interior boundaries – the center line of boundary walls.

4. The Apartments. The description and location of particular apartments and the appurtenances thereto are determined with the aid of the plans therefor as follows:

.1 Apartments Numbered. Each apartment is assigned a number which is indicated on the survey, Exhibit A.

.2 Three-Bedroom Apartments – Jade Beach Villas East. The following numbered apartments are represented by the typical floor plan designated "Typical 3 Bedroom 2 Bath Apartment" as shown on Exhibit B-1: 101, 102, 201, 202, 301, 302, 401, 402, 501 and 502. Each said apartment is described as having a living room with dining area, kitchen, three bedrooms, two baths, and patio or balcony.

.3 Two-Bedroom Apartments – Jade Beach Villas East. The following numbered apartments are represented by the typical floor plan designated "Typical 2 Bedroom 2 Bath Apartment" as shown on Exhibit B-1: 104, 105, 106, 107, 108, 109, 204, 205, 206, 207, 208, 209, 304, 305, 306, 307, 308, 309, 404, 405, 406, 407, 408, 409, 504, 505, 506, 507, 508 and 509. Each said apartment is described as having a living room with dining area, kitchen and breakfast area, two bedrooms two baths, and patio or balcony.

.4 One-Bedroom Apartments – Jade Beach Villas East. The following numbered apartments are represented by the typical floor plan designated "Typical 1 Bedroom 1 Bath Apartment" as shown on Exhibit B-1: 103, 203, 303, 403 and 503. Each said apartment is described as having a living room with dining area, kitchen, bedroom, bath, and patio or balcony.

.5 Three-Bedroom Apartments – Jade Beach Villas West. The following numbered apartments are represented by the typical floor plan designated "Typical 3 Bedroom 2 Bath Apartment" as shown on Exhibit B-2 101, 109, 209 and 309. Each said apartment is described as having a living room with dining area, kitchen, three bedrooms and two baths,

.6 Two-Bedroom Two-Bath Apartments – Ground Floor, Jade Beach Villas West. The following numbered apartments are represented by the typical floor plan designated "Typical 2 Bedroom 2 Bath – Ground Floor Only" as shown on Exhibit B-2: 102, 103, 107 and 108. Each said apartment is described as having a living room with dining area, kitchen, two bedrooms and two baths.

.7 Two-Bedroom Two-Bath Apartments – Second and Third Floors, Jade Beach Villas West. The following numbered apartments are represented by the typical floor plan designated "Typical 2 Bedroom 2 Bath Apt." as shown on Exhibit B-2: 206, 207, 208, 306, 307 and 308. Each said apartment is described as having a living room with dining area, kitchen, two bedrooms and two baths.

.8 Two-Bedroom One-Bath Apartments – Ground Floor, Jade Beach Villas West. The following numbered apartments are represented by the typical floor plan designated "2 Bedroom 1 Bath – Ground Floor Only" as shown on Exhibit B-2: 104. Each said apartment is described as having a living room with dining area, kitchen with breakfast area, two bedrooms and one bath.

.9 One-Bedroom One-Bath Apartments – Jade Beach Villas West. The following numbered apartments are represented by the typical floor plan designated "Typical 1 Bedroom 1 Bath Apt. Building W" as shown on Exhibit B-2: 205 and 305. Each said apartment is described as having a living room with dining area, kitchen and breakfast area, one bedroom and one bath.

.10 There are no apartments numbered 105 and 106 in Jade Beach Villas West.

.11 Appurtenances to Apartments. The appurtenances to said apartments include certain shares and interest in the condominium property, including but not limited to the following items which are appurtenant to the several apartments as indicated:

(a) Common Elements and Common Surplus: an undivided 1/62nd interest to each Apartment.

(b) Automobile Parking. Common elements include adequate parking areas to accommodate one automobile per apartment.

(c) Association. The membership of each apartment owner in the Association and the interest of each apartment owner in the funds and assets held by the Association. In addition to such membership, each apartment owner is a member of Jade Beach Villas East or Jade Beach Villas West, according to which side of State Road A1A the apartment exists.

(d) Limited Common Elements. Limited common elements mean and include those common elements which are reserved for the use of a certain apartment or apartments to the exclusion of other apartments. The limited common elements of an apartment include but are not limited to the parcel upon which the building containing the apartment is located and all parts of such building not located within the apartment. The apartments share in the limited common elements and limited common surplus of the buildings in which the apartments are located as follows:

Building E

An undivided 1.0% share to each of the following numbered apartments: 103, 203, 303, 403, and 503.

An undivided 2.0% share to each of the following numbered apartments: 104, 105, 106, 107, 108, 109, 204, 205, 206, 207, 208, 209, 304, 305, 306, 307, 308, 309, 404, 405, 406, 407, 408, 409, 504, 505, 506, 507, 508, and 509.

An undivided 3.5% share to each of the following numbered apartments: 101, 102, 201, 202, 301, 302, 401, 402, 501, and 502.

Building W

An undivided 8.0% share to each of the

following numbered apartments: 101, 109, 209, and 309.

An undivided 5.5% share to each of the following numbered apartments: 102, 103, 104, 107, 108, 206, 207, 208, 306, 307, and 308.

An undivided 3.75% share to each of the following numbered apartments: 205 and 305.

(e) Each of the apartments in the Jade Beach Villas East building has, as an additional appurtenance thereto, the exclusive use of one of the lockers located on the same floor of said building, which lockers were numbered 1 through 10 on the typical plan thereof included in Exhibit B-1, and said lockers are assigned and made appurtenant to said apartments as follows:

Locker #1 on the first floor to Apartment No. 101
Locker #2 on the first floor to Apartment No. 102
Locker #3 on the first floor to Apartment No. 103
Locker #4 on the first floor to Apartment No. 104
Locker #5 on the first floor to Apartment No. 105
Locker #6 on the first floor to Apartment No. 106
Locker #7 on the first floor to Apartment No. 107
Locker #8 on the first floor to Apartment No. 108
Locker #9 on the first floor to Apartment No. 109
Locker #10 on the first floor is unassigned and may be assigned by the Board of Directors of Jade Beach Villas East, Inc.

Locker #1 on the second floor to Apartment No. 201
Locker #2 on the second floor to Apartment No. 202
Locker #3 on the second floor to Apartment No. 203
Locker #4 on the second floor to Apartment No. 204
Locker #5 on the second floor to Apartment No. 205
Locker #6 on the second floor to Apartment No. 206
Locker #7 on the second floor to Apartment No. 207
Locker #8 on the second floor to Apartment No. 208
Locker #9 on the second floor to Apartment No. 209
Locker #10 on the second floor is unassigned and may be assigned by the Board of Directors of Jade Beach Villas East, Inc.

Locker #1 on the third floor to Apartment No. 301
Locker #2 on the third floor to Apartment No. 302
Locker #3 on the third floor to Apartment No. 303
Locker #4 on the third floor to Apartment No. 304

Locker #5 on the third floor to Apartment No. 305
Locker #6 on the third floor to Apartment No. 306
Locker #7 on the third floor to Apartment No. 307
Locker #8 on the third floor to Apartment No. 308
Locker #9 on the third floor to Apartment No. 309
Locker #10 on the third floor is unassigned and may be assigned by the Board of Directors of Jade Beach Villas East, Inc.

Locker #1 on the fourth floor to Apartment No. 401
Locker #2 on the fourth floor to Apartment No. 402
Locker #3 on the fourth floor to Apartment No. 403
Locker #4 on the fourth floor to Apartment No. 404
Locker #5 on the fourth floor to Apartment No. 405
Locker #6 on the fourth floor to Apartment No. 406
Locker #7 on the fourth floor to Apartment No. 407
Locker #8 on the fourth floor to Apartment No. 408
Locker #9 on the fourth floor to Apartment No. 409
Locker #10 on the fourth floor is unassigned and may be assigned by the Board of Directors of Jade Beach Villas East, Inc.

Locker #1 on the fifth floor to Apartment No. 501
Locker #2 on the fifth floor to Apartment No. 502
Locker #3 on the fifth floor to Apartment No. 503
Locker #4 on the fifth floor to Apartment No. 504
Locker #5 on the fifth floor to Apartment No. 505
Locker #6 on the fifth floor to Apartment No. 506
Locker #7 on the fifth floor to Apartment No. 507
Locker #8 on the fifth floor to Apartment No. 508
Locker #9 on the fifth floor to Apartment No. 509
Locker #10 on the fifth floor is unassigned and may be assigned by the Board of Directors of Jade Beach Villas East, Inc..

(i) Each of the apartments in the Jade Beach Villas West building has, as an additional appurtenance thereto, the exclusive use of one of the storage bins located within the storage bin room on the first floor of said building, which bins are numbered 1 through 18 as shown on Exhibit B-2, and said storage bins are assigned and made appurtenant to said apartments as follows:

Storage Bin #1 to Apartment No. 101
Storage Bin #2 to Apartment No. 102
Storage Bin #3 to Apartment No. 103
Storage Bin #4 to Apartment No. 104
Storage Bin #5 to Apartment No. 107
Storage Bin #6 to Apartment No. 108
Storage Bin #7 to Apartment No. 109

Storage Bin #8 to Apartment No. 205
Storage Bin #9 to Apartment No. 206
Storage Bin #10 to Apartment No. 207
Storage Bin #11 to Apartment No. 208
Storage Bin #12 to Apartment No. 209
Storage Bin #13 to Apartment No. 305
Storage Bin #14 to Apartment No. 306
Storage Bin #15 to Apartment No. 307
Storage Bin #16 to Apartment No. 308
Storage Bin #17 to Apartment No. 309
Storage Bin #18 is unassigned and may be assigned by the Board of Directors of Jade Beach Villas West, Inc.

.12 Common Expense. Each apartment owner shall be liable for a 1/62 share of the Association's common expenses. Each apartment owner in Jade Beach Villas East shall also be liable for a 1/45 share of Jade Beach Villas East's common expenses. Each apartment owner in Jade Beach Villas West shall also be liable for a 1/17 share of Jade Beach Villas West's common expenses.

.13 Limited Common Expense. Each apartment owner shall be liable for a proportionate share of limited common expenses, such share being the same as the undivided share in limited common elements which is appurtenant to the apartment.

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

.1 Apartments

(a) By the Association: The Association shall maintain, repair and replace, at the expense of the apartment owners, the Common Elements and Limited Common Elements agreed upon by Jade Beach Villas East and Jade Beach Villas West to be elements common to all apartment owners.

(b) By Jade Beach Villas East, Inc.: Jade Beach Villas East, Inc. shall maintain, repair and replace, at the expense of the Jade Beach Villas East Apartments Owners:

(1) All portions of a Jade Beach Villas East Apartment, except interior surfaces, contributing to the support of the building, which portions shall include but not be limited to the outside walls of the building and all fixtures thereupon, boundary walls of apartments, floors, load-bearing columns and load-bearing walls.

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of an apartment maintained by Jade Beach Villas East; and all such facilities

contained within an apartment which service part or parts of the Jade Beach Villas East building other than the Apartment within which contained.

(c) By Jade Beach Villas West, Inc. Jade Beach Villas West, Inc. shall maintain, repair and replace, at the expense of the Jade Beach Villas West Apartments Owners:

(1) All portions of a Jade Beach Villas West Apartment, except interior surfaces, contributing to the support of the building, which portions shall include but not be limited to the outside walls of the building and all fixtures thereupon, boundary walls of apartments, floors, load-bearing columns and load-bearing walls.

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of an apartment maintained by Jade Beach Villas West; and all such facilities contained within an apartment which service part or parts of the Jade Beach Villas West building other than the Apartment within which contained.

(d) By the Apartment Owner. The responsibility of the Apartment Owner shall be as follows:

(1) To maintain, repair and replace, at the Apartment Owner's expense, all portions of the Owner's Apartment except the portions to be maintained, repaired, or replaced by the Association, Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc. This includes, but is not limited to, the exterior doors, windows and fixtures, all of which must be approved by the Board of Directors prior to replacement. Such shall be done without disturbing the rights of other Apartment Owners. Each separate storage bin or locker appurtenant to Apartments shall be maintained by the owner of the Apartment to which such storage bin or locket is appurtenant, as though such storage bin or locker were an interior room located within the boundaries of the Apartment.

(2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.

(3) To promptly report to the Association, Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc. any defect or need for repair, the responsibility of which is that of the Association, Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc.

(e) Alterations and Improvements. Neither an Apartment Owner nor Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc., shall make any alterations in the portions of an apartment or apartment building which are to be maintained by Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc. or

remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining approval in writing of owners of 75% of the other apartments in the building concerned and the approval of the board of directors for that building.

.2 Common Elements.

(a) By Jade Beach Villas East, Inc. The maintenance and operation of the elements common east of A1A ~~to Jade Beach Villas East~~ shall be the responsibility and expense of Jade Beach Villas East, Inc.

(b) By Jade Beach Villas West, Inc. The maintenance and operation of the elements common west of A1A ~~to Jade Beach Villas West~~ shall be the responsibility and expense of Jade Beach Villas West, Inc.

(c) Alterations and Improvement. There shall be no alteration or further improvement of the elements common to both Jade Beach Villas East and Jade Beach Villas West without prior approval in writing of at least 75% of all the apartment owners comprising the Association. There shall be no alteration or further improvement of the elements common to Jade Beach Villas East without prior approval in writing of at least 75% of all the apartment owners comprising Jade Beach Villas East. There shall be no alteration or further improvement of the elements common to Jade Beach Villas West without prior approval in writing of at least 75% of all the apartment owners comprising Jade Beach Villas West.

.3 Limited Common Elements.

(a) By Jade Beach Villas East, Inc. The maintenance and operation of the limited common elements associated with only Jade Beach Villas East shall be the responsibility and expense of Jade Beach Villas East, Inc.

(b) By Jade Beach Villas West, Inc. The maintenance and operation of the limited common elements associated with only Jade Beach Villas West shall be the responsibility and expense of Jade Beach Villas West, Inc.

(c) Alterations and Improvement. There shall be no alteration or further improvement of the limited common elements associated with only Jade Beach Villas East without prior approval in writing of at least 75% of all the apartment owners comprising Jade Beach Villas East. There shall be no alteration or further improvement of the limited common elements associated with only Jade Beach Villas West without prior approval in writing of at least 75% of all the apartment owners comprising Jade Beach Villas West.

6. Assessments. The making and collection of assessments against Apartment Owners for common expenses shall be pursuant to the Bylaws and subject to the following provisions:

.1 Share of Common Expenses. Each apartment owner shall be liable for a 1/62nd share of the common expenses and shall share in the common surplus, such share being the same as his share of the common expenses.

.2 Share of Limited Common Expenses.

(a) Limited Common Expenses mean the expenses for which Apartment Owners are liable to the Association for the maintenance and operation of limited common elements appurtenant to such owners' apartments.

(b) Each Apartment Owner shall be liable for his proportionate share of the limited common expenses and shall receive any limited common surplus by the same proportionate share.

.3 Application of Payments. Assessments and installments thereon, paid on or before ten days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at the rate of 18% per annum from the date when due until paid. Additionally, a late fee shall accrue in the maximum amount permitted by the Florida Condominium Act. All payments upon account shall be applied pursuant to the payment cascade as it exists in the Condominium Act.

.4 Lien for Assessments. The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the Association incident to the collection of assessments or enforcement of such lien.

.5 Rental Pending Foreclosure. In any foreclosure of a lien for assessments, the owner of the apartment subject to the lien shall be required to pay a reasonable rental for the apartment, and the Association shall be entitled to the appointment of a receiver to collect the same.

7. Association. The operation of the condominium shall be by an incorporated association pursuant to the Condominium Act which shall be organized and shall fulfill its functions pursuant to the following provisions:

.1 Name. The name of the Association shall be Jade Beach Villas Association.

.2 Powers. The powers and duties of the Association shall include those set forth in the Condominium Act and those set forth in the Declaration and the Bylaws of the Association.

.3 Structure. The majority of the Association responsibility and powers shall be split between Jade Beach Villas East, Inc. and Jade Beach Villas West, Inc. Other than any issues herein to the contrary or agreed upon at any time in the future by Jade Beach Villas East, Inc. and Jade Beach Villas West, Inc. all decisions shall be made either by Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc. with Jade Beach Villas East, Inc.

taking care of all matters east of State Road A1A and Jade Beach Villas West, Inc. taking care of all matters west of State Road A1A.

.4 Members.

(a) Qualification. The Members of the Association shall consist of all of the record Apartment Owners.

(b) Change of Membership. Change of membership in the Association as well as membership in Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc. shall be established by recording in the public records of Broward County, Florida of a deed or other instrument establishing a record title to an Apartment in the Condominium, and the delivery to the Association, and Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc. as appropriate, of a certified copy of such instrument. The owner designated by such instrument thereby becoming a member of the Association and either Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc. depending on the location of the Apartment. The membership of the prior owner shall be thereby terminated.

(c) Voting Rights. There shall be only 62 votes cast by Association members, there being one vote for each apartment of the condominium. The vote for an apartment shall be cast by the owner thereof or the owner of a possessory interest therein. Owners of more than one apartment shall be entitled to cast one vote for each apartment owned. Similarly, there shall be only 45 votes cast by Jade Beach Villas East, Inc. members, there being one vote for each Apartment of Jade Beach Villas East and only 17 votes cast by Jade Beach Villas West, Inc. members, there being one vote for each Apartment of Jade Beach Villas West.

(d) Designation of Voting Representative. If an Apartment is owned by one person, his right to vote shall be establish by the record title to his Apartment. If an Apartment is owned by more than one person, the person entitled to cast the vote for the Apartment shall be designated by a certificate signed by all of the record owners of the Apartment and filed with the secretary of the Association and Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc., as appropriate. If such a certificate is not on file with the secretary of the Association and Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc. as appropriate, for an Apartment owned by more than one person, the membership or vote of the Apartment concerned shall not be considered in determining the requirement for a quorum nor for any purpose requiring the approval of the person entitled to cast the vote for the Apartment. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Apartment concerned is affected. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner thereof.

(e) Approval or Disapproval by Apartment Owners. When the approval or disapproval of an Apartment Owner is required upon any matter, whether or not

the subject of a duly-noticed meeting, such approval or disapproval shall be expressed by the same person who would cast the vote of such Owner if in a duly-noticed meeting, unless the joinder of all record owners is specifically required by this Declaration.

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

.5 Board of Directors. The affairs of the Association shall be conducted by a board of five directors who shall be designated in the manner provided by the bylaws. Similarly, the affairs of Jade Beach Villas East, Inc. and Jade Beach Villas West, Inc. shall be conducted by their own boards of three directors who shall be designated in the manner provided by their own bylaws.

.6 Indemnification. Every director and every officer of the Association and Jade Beach Villas East, Inc. and Jade Beach Villas West, Inc. shall be indemnified by the Association, Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc., respectively, against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc. or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such case wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties provided in the event of a settlement, the indemnification herein shall apply only when the board of directors approves such settlement and reimbursement as being for the best interest of the Association, Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc. The foregoing rights of indemnification shall be in addition to and not inclusive and not exclusive of all other rights to which such director or officer may be entitled.

.7 Limitation of Liability. Notwithstanding the duty of the Association, Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc. to maintain and repair parts of the condominium property, the Association, Jade Beach Villas East, Inc. and Jade Beach Villas West, Inc. shall not be liable for injury or damage caused by a latent condition of the property to be maintained and required by the Association, Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc. nor for the injury or damage caused by the elements or other Owners or persons.

.8 Bylaws of the Association shall be in the form attached hereto as Exhibit C.

.9 Bylaws of Jade Beach Villas East, Inc. shall be in the form attached hereto as Exhibit D.

.10 Bylaws of Jade Beach Villas West, Inc. shall be in the form attached hereto as Exhibit E.

.11 Agent to Receive Service of Process. The following person, who is a resident of the State of Florida is designated as agent to receive service of process upon the Association, Jade Beach Villas East, Inc. and Jade Beach Villas West, Inc.

Steven B. Katz, Esq.
Law Office of Steven B. Katz, PA
~~4300 N. University Drive, Suite A-106~~
~~Lauderhill, Florida 33351~~
4450 NW 126th Ave, Suite 101
Coral Springs, FL 33065

8. Insurance. It is the intent of the Association that the Association shall purchase liability, directors and officers, and any other insurance policies required to properly insure the Association against insurable perils. Jade Beach Villas East, Inc. shall be responsible for insuring all matters relating to the Association's common area east of State Road A1A, including, but not limited to, property and wind insurance. Jade Beach Villas West, Inc. shall be responsible for insuring all matters relating to the Association's common area west of State Road A1A, including, but not limited to, property and wind insurance. Insurance other than title insurance which shall be carried upon the condominium property and the property of the Apartment Owners shall be governed by the following provisions:

.1 Authority to Purchase. All insurance policies shall be purchased either by (1) the Association for the benefit of the Association; (2) Jade Beach Villas East, Inc. for the benefit of Jade Beach Villas East, Inc. and the Apartment Owners of Jade Beach Villas East and their mortgagees as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to that mortgagees of the Apartment Owners; or (3) Jade Beach Villas West, Inc. for the benefit of Jade Beach Villas West, Inc. and the Apartment Owners of Jade Beach Villas West and their mortgagees as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to that mortgagees of the Apartment Owners. Apartment Owners shall obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

.2 Coverage.

(a) Casualty. All buildings and improvements upon the land and all personal property included in the condominium property shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the board of directors of the Jade Beach Villas East, Inc. for the Association property existing east of State Road A1A or Jade Beach Villas West, Inc. for the Association property existing west of State Road A1A. Such coverage shall afford protection against (1) loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and (2) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

(b) Public Liability. In such amounts and with such coverage as shall be required by the board of directors of the Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc., as appropriate, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsements to cover liabilities of the Apartment Owners as a group to an Apartment Owner.

(c) Workmen's Compensation Policy to Meet the Requirements of Law.

(d) Such other insurance as the board of directors of the Association, Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc. shall determine from time to time to be desirable.

.3 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense. Premiums upon insurance policies purchased ~~by~~ for the benefit of Jade Beach Villas East, Inc. shall be paid by Jade Beach Villas East. Premiums upon insurance policies purchased ~~by~~ for the benefit of Jade Beach Villas West, Inc. shall be paid by Jade Beach Villas West.

.4 Shares of Proceeds.

(a) Common Elements. Proceeds on account of damage to common elements -- an undivided share for each Apartment Owner, such share being the same as the undivided share of the common elements appurtenant to his Apartment in his building.

(b) Limited Common Elements. Proceeds on account of damage to limited common elements -- an undivided share to each Apartment Owner, such share being the same of the undivided share in the limited common elements appurtenant to his Apartment in his building.

(c) Apartments. Proceeds on account of Apartments shall be held for the Owners of damaged Apartments in proportion to the cost of repairing the damage suffered by each Apartment Owner, which costs shall be determined by the Association.

(d) Mortgagees. In the event a mortgagee endorsement has been issued as to an Apartment, the share of the Apartment Owner shall be held in trust for the mortgagee and the Apartment Owner as their interests may appear provided however that 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.

.5 Distribution of Proceeds. Proceeds of insurance policies shall be distributed to or for the benefit of the Apartment Owners in the following manner:

(a) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the Apartment Owners, remittances to Apartment Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit for any mortgagee of an Apartment and may be enforced by such mortgagee.

(b) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired the remaining proceeds shall be distributed to the Apartment Owners, remittances to Apartment Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit for any mortgagee of an Apartment and may be enforced by such mortgagee.

.6 Association as Agent. The Association is hereby irrevocably appointed agent for each Apartment Owner to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims. Jade Beach Villas East, Inc. is hereby irrevocably appointed agent for each Apartment Owner to adjust all claims arising under insurance policies purchased ~~by~~ for the benefit of Jade Beach Villas East, Inc., and to execute and deliver releases upon the payment of claims. Jade Beach Villas West, Inc. is hereby irrevocably appointed agent for each Apartment Owner to adjust all claims arising under insurance policies purchased ~~by~~ for the benefit of Jade Beach Villas West, Inc., and to execute and deliver releases upon the payment of claims.

9. Reconstruction or Repair after Casualty.

.1 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:

(a) Common Element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

(b) Apartment Building.

(1) Partial Destruction. If the damaged improvement is part of an apartment building or a limited common element, the damaged property shall be reconstructed or repaired if any Apartment in the damaged building is tenantable.

(2) Total Destruction. If an apartment building is so damaged that no Apartment therein is tenantable, the building should not be reconstructed unless the owners of one half of the number of Apartments in the destroyed building shall so agree in writing within sixty days after the casualty.

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

.2 Responsibility. If the damage is only to those parts of one Apartment for which the responsibility of maintenance and repair is that of the Apartment Owner, then the Apartment 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 Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc., depending on the location of the damaged Apartment.

.3 Estimate of Cost. Immediately after a casualty causing damage to property for which Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc. has the responsibility of maintenance and repair, Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc., respectively, shall obtain reliable and detailed estimates of the cost to rebuild or repair so as to place the damaged property in condition as good as that before the casualty.

.4 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc., assessments shall be made against the Apartment Owners who own the damaged property and against all Apartment Owners in Jade Beach Villas East or Jade Beach Villas West in the case of damage to the common elements in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Apartment Owners who own the damaged property and against all Apartment Owners in Jade Beach Villas East or Jade Beach Villas West in the case of damage to common elements and limited common elements in sufficient amounts to provide funds for the payment of such costs. Such assessments against Apartment Owners for damage to Apartments shall be proportioned to the costs of reconstruction and repair of their respective Apartments.

.5 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty for which the Association, Jade Beach Villas East, Inc or Jade Beach Villas West, is responsible which shall consist of proceeds of insurance and funds collected by the Association, Jade Beach Villas East, Inc. or Jade Beach Villas West. The construction funds shall be held by the Association, Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc., depending on which entity's property was damaged, that entity

also having made the claim under the proper insurance policy. The entity holding the construction funds shall disburse payment of the costs of reconstruction or repair in the following manner:

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

(1) Common Element and Limited Common Element Lesser Damage. If the amount of the estimated costs of reconstruction and repair to common elements and limited common elements is less than the total of the annual assessments for the insured's reoccurring expense to be made during the year in which the casualty occurs then the construction funds shall be disbursed in payment of such costs upon the order of the insured's board of directors, provided however that upon request by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction funds, such funds shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(2) Common Element and Limited Common Element Major Damage. If the amount of the estimated costs of reconstruction and repair to common elements and limited common elements is more than the total of the annual assessments for the insured's reoccurring expense to be made during the year in which the casualty occurs, then the construction funds shall be disbursed in payment of such costs in the manner required by the board of directors of the Association and upon approval of the architect qualified to practice in Florida and employed by the insured to supervise the work.

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

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

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

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

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

.4 Leasing. After approval of the Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc., pursuant to the location of the Apartment, elsewhere required, entire Apartments may be rented provided the occupancy is only by the lessee and his family and guests. No Individual rooms may be rented and no transient tenants may be accommodated.

.5 Pools. Although the pool on the east side of State Road A1A is primarily for the ~~exclusive~~ use of the members of Jade Beach Villas East, Inc. their guests, tenants and invitees and the pool on the west side of State Road A1A is primarily for the ~~exclusive~~ use of the members of Jade Beach West, Inc., their guests tenants and invitees, in the event of a required closure of either pool for repair, replacement or governmental reasons, all members of the Association, their guests, tenants and invitees may use the pool still operating within the Association for a commercially reasonable period of time.

.6 Beach Access. Although the beach access exists within Jade Beach Villas East, the members of Jade Beach Villas West, their guests, tenants and invitees may access the beach over, across and through the ~~designated path~~ south gate within Jade Beach Villas East at no cost to the members of Jade Beach Villas West. Similarly, the members of Jade Beach Villas West, their guests, tenants and invitees may use the restrooms, bench and water while accessing and returning from the beach.

.7 Common Room. Although the common room exist within Jade Beach Villas West, the members of Jade Beach Villas East shall have the right to access and use the common room for annual meetings and additionally at other times with ~~the approval~~ notification to ~~of~~ Jade Beach Villas West, Inc.

.8 Regulations. Reasonable regulations concerning the use of condominium property may be made and amended from time to time by the board of directors of Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc. pursuant to the location of the condominium property. Copies of such regulations and amendments thereto shall be furnished by the Association to all apartment owners and residents of the condominium upon request.

11. Maintenance of Community Interests. In order to maintain a community of congenial residents and thus protect the value of the Apartments, the transfer of condominium parcels by any Owner shall be subject to the following provisions so long as the condominium exists:

.1 Transfers Subject to Approval:

(a) Sale. Other than to another Owner, no Apartment Owner may dispose of a condominium parcel or any interest therein by sale without approval of Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc., depending on the location of the Apartment.

(b) Lease. Other than to another Owner, no Apartment Owner may dispose of a condominium parcel or any interest therein by lease without approval of Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc., depending on the location of the Apartment.

(c) Gift. If any Apartment Owner shall acquire his title by gift, the continuance of his ownership of his condominium parcel shall be subject to the approval of Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc., depending on the location of the Apartment.

(d) Devise or Inheritance. If any Apartment Owner shall acquire his title by devise or inheritance, the continuance of his ownership of his condominium parcel shall be subject to the approval of Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc., depending on the location of the Apartment.

(e) Other Transfers. If any Apartment Owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his condominium parcel shall be subject to the approval of Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc., depending on the location of the Apartment.

.2 Approval by Association. The approval of the Association which is required for the transfer of ownership or occupancy of condominium parcels shall be obtained in the following manners:

(a) Notice to Association.

(1) Sale. An Apartment owner intending to make a bonified sale of his Apartment or any interest therein shall give to Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc., depending on the location of the Apartment, notice of such intention together with the name and address of the intended purchaser and such other information concerning the intended

purchaser as Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc. depending on the location of the Apartment, may reasonably require.

(2) Lease. An Apartment Owner intending to make a bonified lease of his Apartment or any interest therein, shall give to Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc. depending on the location of the Apartment, notice of such intention together with the name and address of the intended lessee and such other information concerning the intended lessee as Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc. depending on the location of the Apartment, may reasonably require.

(3) Gift, Devise or Inheritance – Other Transfers. An Apartment Owner who has obtained his title by gift, devise or inheritance or by any other manner not heretofore considered, shall give Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc. depending on the location of the Apartment, notice of the acquiring of his title together with such information concerning the Apartment Owner as to Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc. depending on the location of the Apartment, may reasonably require and a certified copy of the instrument evidencing the Owner's title. The new owner shall not occupy the apartment prior to receiving written approval of the Board of Directors for that building.

(4) Failure to Give Notice. The new owner shall have the later of (i) thirty (30) days from the date of transfer or (ii) ten (10) days from receipt of notice from Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc. to provide notice of new ownership to Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc., depending on the location of the Apartment. In the event the new owner fails to provide such notice, Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc., at its own election and without notice to the new owner, may approve or disapprove the transaction or ownership. If the transfer is disapproved, the transfer is deemed to be void ab initio.

(b) Certificate of Approval.

(1) Sale. If the proposed transaction is a sale then Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc., depending on the location of the Apartment, must either approve or disapprove the proposed sale pursuant to Section 16 ½ of the Broward County Code of Ordinances. If approved, the approval shall be stated in a certificate executed by the president and secretary in recordable form and shall be delivered to the purchaser and the purchaser shall record the certificate in the public records of Broward County.

(2) Lease. If the proposed transaction is a lease then Jade Beach Villas East, Inc. or Jade Beach West, Inc., depending on the location of the Apartment, must either approve or disapprove the proposed lease pursuant to Section 16 ½ of the Broward County Code of Ordinances. If approved, the approval shall be stated in a certificate executed by the president and secretary in recordable form and shall be delivered to the lessee.

(3) Gift, Devise, Inheritance and other Transfers. If the Apartment Owner has acquired his title by gift, devise or inheritance or in any other manner, then Jade Beach Villas East, Inc. or Jade Beach West, Inc., depending on the location of the Apartment, must either approve or disapprove the continuance of the Apartment Owner's ownership of his Apartment pursuant to Section 16 ½ of the Broward County Code of Ordinances. If approved, the approval shall be stated in a certificate executed by the president and secretary in recordable form and shall be delivered to the Apartment Owner and the Apartment Owner shall record the certificate in the Public Records of Broward County.

(c) Denial of Commercial Owners. Other than as temporarily owned by financial institutions who own Units by foreclosure or deed-in-lieu of foreclosure, Units shall not be owned by commercial entities. Commercial owners shall include, but not be limited to, corporations, partnerships and limited liability companies.

.3 Exceptions. The foregoing provisions of this section entitled "Maintenance of the Community Interests" shall not apply to a transfer to or a purchase by a bank, life insurance company or federal savings and loan association which acquires its title as a result of owning a mortgage upon the apartment concerned and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. Notwithstanding the foregoing, while ownership may be transferred without approval, occupancy of the Apartment must still receive approval. Neither shall such provisions require the approval of a purchaser who acquires the title to an apartment at the duly advertised public sale with open bidding which is provided by law such as but not limited to, execution sale, foreclosure sale and judicial sale or tax sale. Notwithstanding the foregoing, while ownership may be transferred without approval, occupancy of the Apartment must still receive approval.

.4 Unauthorized Transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void ab initio unless subsequently approved by Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc. depending on the location of the Apartment.

.5 Notice of Lien or Suit.

(a) Notice of Lien. An Apartment Owner shall give notice to Jade Beach Villas East or Jade Beach Villas West, depending on the location of the

Apartment, of every lien upon his Apartment other than for permitted mortgages, taxes and special assessments within five days after the Owner's receipt of notice thereof.

(b) Notice of Suit. An Apartment Owner shall give notice to Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc. depending on the location of the Apartment, of every suit or other proceedings which may affect the title to his Apartment, such notice to be given within five days after the Owner's receipt of knowledge thereof.

12. Compliance and Default. Each Apartment Owner shall be governed by and shall comply with the terms of the condominium documents and regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. A default shall entitle the Association, Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc or other Apartment Owners to the following relief in addition to the remedies provided by the Condominium Act:

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

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

.3 No Waiver of Rights. The failure of the Association or any Apartment Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the bylaws or rules and regulations shall not constitute a waiver of the right to do so thereafter.

13. Amendment. This Declaration of Condominium may be amended in the following manner:

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

.2 Resolution.

(a) In the event the proposed amendment affects Apartments, common elements or limited common elements only in Jade Beach Villas East, a resolution adopting a proposed amendment may be proposed by either the board of directors of Jade Beach Villas East, Inc. or by the members of Jade Beach Villas East and after being proposed and approved by one of such bodies, it must be approved by

the other. If approved by one of such bodies, the proposed amendment must be passed by Directors and members not present at the meetings considering the amendment may express their approval in writing providing such approval is delivered to the secretary at or prior to the meeting. Such approvals must be by not less than two directors and by not less than a simple majority of the members of Jade Beach Villas East.

(b) In the event the proposed amendment affects Apartments, common elements or limited common elements only in Jade Beach Villas West, a resolution adopting a proposed amendment may be proposed by either the board of directors of Jade Beach Villas West, Inc. or by the members of Jade Beach Villas West and after being proposed and approved by one of such bodies, it must be approved by the other. If approved by one of such bodies, the proposed amendment must be passed by Directors and members not present at the meetings considering the amendment may express their approval in writing providing such approval is delivered to the secretary at or prior to the meeting. Such approvals must be by not less than two directors and by not less than a simple majority of the members of Jade Beach Villas West.

(c) In the event the proposed amendment affects Apartments, common elements or limited common elements in both Jade Beach Villas East and Jade Beach Villas West, a resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association and after being proposed and approved by one of such bodies, it must be approved by the other. If approved by one of such bodies, the proposed amendment must be passed by Directors and members not present at the meetings considering the amendment may express their approval in writing providing such approval is delivered to the secretary at or prior to the meeting. Such approvals must be by not less than three directors and by not less than a simple majority of the members of the Association.

.3 Recording. A copy of each amendment shall be certified by the president and secretary of the Association, Jade Beach Villas East, Inc. or Jade Beach Villas West, Inc., depending on which entity passed the resolution, as having been duly adopted and shall be effective when recorded in the Public Records of Broward County, Florida.

.4 Proviso. Provided; however, that no amendment shall discriminate against any Apartment Owner, nor against any Apartment or class or group of Apartments unless the Apartment Owners so affected shall consent and no amendment shall change any condominium parcel nor increase the Owner's liability for common expenses unless the Owner thereof and all record owners of liens thereon shall join in the execution of the amendment.

14. Termination. The condominium may be terminated in the following manner in addition to manner provided by the Condominium Act.

.1 Destruction. In the event it is determined in the manner elsewhere provided that the apartment building shall not be reconstructed after casualty, the condominium plan of ownership will be thereby terminated. The determination not to reconstruct after casualty shall be evidenced by a certificate of the Association certifying as to facts affecting the termination which certificates shall be effective upon being recorded in the Public Records of Broward County, Florida.

.2 Share of Owners After Termination. After termination of the condominium, the Apartment Owners shall own the condominium property as tenants in common in undivided shares and their respective mortgagees and lienees shall have mortgages and liens upon the respective undivided shares of the Apartment Owners. Such undivided shares of the Apartment Owners shall be the same as the undivided shares in the common elements appurtenant to the Owners' Apartments and undivided shares in the limited common elements appurtenant to the Owner's Apartments prior to the termination.

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 of this Declaration of Condominium and the bylaws of the associated three entities shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, JADE BEACH VILLAS ASSOCIATION, pursuant to a vote of its membership, has caused these presents to be signed in its name by its proper officer this ___ day of _____, 2024.

_____
Frederick Bashara, President

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me via ___ physical presence or ___ online notarizations this ____ day of March, 2024 by Frederick Bashara, as the president of Jade Beach Villas Association, who is personally known to me or provided as identification her _____.

_____

Typed printed or stamped name of notary
COMMISSION #_____
My Commission Expires:

(SEAL)