

BY-LAWS
OF
PORT ST. LUCIE MEDICAL PLAZA ASSOCIATION, INC.
(An Incorporated Non-Profit Association)

I. GENERAL

The following By-Laws shall govern the operation of the Condominium created by the Declaration of Condominium to which these By-Laws are attached.

The Association is an incorporated non-profit association organized and existing pursuant to Florida Statute 718.111, et seq., for the purpose of administering the aforesaid Condominium.

Section 1. Office. The office of the Association shall be at the Condominium property or at such other place as may be subsequently designated by the Board of Administration of the Association.

Section 2. Corporate Seal. The seal of the Association will bear the name of the corporation, the word "Florida", the words "corporation not for profit", and the year of the incorporation, an impression of which is as follows:

II. MEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership. Membership in the Association shall be limited to owners of the units as identified in the Declaration of Condominium to which these By-Laws are attached. Transfer of unit ownership, either voluntarily or by operation of law, shall terminate membership in the Association, and said membership shall become vested in the transferee. If unit ownership is vested in more than one person or in a corporation, then the owner of that unit shall, in accordance with Section 5 of this Article II, designate one person as the voting member, and the vote of a unit shall be cast only by the "voting member."

Section 2. Voting.

- (a) The owner of each unit shall be entitled to the number of votes equal to the number which represents each unit owner's interest in the common elements and share of the projected operating budget for common expenses of the Condominium, expressed as a percentage on Exhibit "C" to the Declaration of Condominium. The total number of votes in the Association shall be One Hundred (100), which shall constitute 100% of the voting membership. If a unit owner owns more than one (1) unit, he shall be entitled to the total number of votes computed according to the above-described method. The vote for each unit shall not be divisible.
- (b) A majority of the unit owners' votes present either in person or by proxy at any meeting of the members of the Association shall decide any question unless the By-Laws or the Declaration of Condominium provide otherwise, in which event such other voting percentages shall control.

Section 3. Quorum. Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority of the unit owners' total votes, subject to Section 5 of this Article II, shall constitute a quorum. The term "majority of the unit owners' total votes" shall mean unit owners holding more than fifty percent (50%) of the total number of votes in the Association.

Section 4. Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5) in the presence of two subscribing witnesses and shall be filed with the Secretary prior to the meeting in which they are to be used and shall be valid only for the particular meeting designated therein. Unwitnessed proxies shall not be valid for any purpose.

Section 5. Designation of Voting Member. If a unit is owned by one person, his right to vote shall be established by the recorded title to the unit. If a unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated in a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the officer or employee thereof entitled to cast the vote of the unit for the corporation shall be designated in a certificate for this purpose signed by the President or Vice President and attested to by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. The person designated in such certificate who is entitled to cast the vote for a unit shall be known as the "voting member." If such a certificate is not on file with the Secretary of the Association for a unit owned by more than one person or by a corporation, the vote of the unit concerned shall not be considered in determining the requirement for a quorum or for any purpose requiring the approval of a person entitled to cast the vote for the unit. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned.

III. MEETING OF THE MEMBERSHIP

Section 1. Time. Unit owners shall meet at least once in each calendar year, and such meeting shall be the annual meeting. The annual members' meeting shall be held at 10:00 A.M. local time on the first Monday in February of each year for the purpose of electing members of the Board of Administration and transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Monday.

Section 2. Place. All meetings of the Association membership shall be held at the Condominium property or at such other place and at such time (except for the annual meeting) as shall be designated by the Board of Administration of the Association and stated in the notice of the meeting.

Section 3. Notices. Except as otherwise provided in Article VI, Section 4 (c) hereof, it shall be the duty of the Secretary of the Association to deliver a written notice of each annual or special meeting, stating the time and place thereof, to each unit owner of record at least fourteen (14) days prior to such meeting, and the Secretary shall also post in a conspicuous place on the Condominium property a notice of each meeting at least fourteen (14) days prior to said meeting. Notice of any special meeting shall state the purpose thereof. All notices shall be served at the address of the unit owner as it appears on the books of the Association. Unit owners may waive notice of specific meetings.

Section 4. Meetings and Minutes. Meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or Secretary at the written request of a majority of the Board of Administration or at the written request of voting members representing a majority of the unit

owners' total votes, which request shall state the purpose of the proposed meeting. Business transacted at all meetings shall be confined to the objectives stated in the notice thereof. Minutes of all meetings of unit owners shall be taken and kept in a business-like manner and shall be available for inspection by unit owners and the Board of Administration at all reasonable times. Minutes of all meetings shall be retained for a period of not less than seven (7) years.

Section 5. Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision of these By-Laws to be taken in connection with any action of the Association, the meeting and voting of members may be dispensed with if voting members holding not less than nine-tenths (9/10) of the votes entitled to be cast upon the action (if such meeting were held) shall consent, in writing, to such action being taken; provided, however, that notice of such action shall be given to all members.

Section 6. Adjourned Meeting. If any meeting of members cannot be organized because a quorum of voting members is not present either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 7. Meeting Agenda. The order of business at annual meetings of the members of the Association and, as far as practical, at other meetings of the membership shall be:

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of Inspectors of Elections.
- (g) Election of Board members.
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

Section 8. Balloting. Balloting shall either be by voice, hand, or written ballot as determined by a majority of the votes present in person or proxy at any meeting of the membership.

IV. BOARD OF ADMINISTRATION

Section 1. Number, Term, and Qualifications. The affairs of the Association shall be governed by a Board of Administration composed of three persons. All members of the Board shall be members of the Association; provided, however, that the Developer or his authorized agent shall at all times be a member of the Board. All officers of a corporate unit owner shall be deemed to be members of the Association so as to qualify to be a Board member herein. The term of each Board member's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner provided for in Section 2 below. All Board members shall be elected at each annual meeting of the members by a majority vote of the members as defined in Article II, Section 3, hereof.

Section 2. Removal of Board Members. At any duly convened regular or special meeting, any one or more of the Board members may be removed, with or without cause, by the affirmative vote or agreement of the voting members casting not less than a majority of the total eligible votes of the entire membership of the Association, and a successor may then and there be elected to fill the vacancy thus created for the balance of the unexpired term. Should the membership fail to elect said successor, the Board of Administration may fill the vacancy in the manner provided in Section 3 below. No member of the Board who is designated by the Developer may be removed by the members of the Association in accordance with this Section 2 except for willful or intentional misconduct. A special meeting of the unit owners to remove a member or members of the

Board of Administration may be called by unit owners holding at least fifteen percent (15%) of the votes of the Association giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the time, place, and purpose of the meeting.

Section 3. Vacancies in Board. If there is a vacancy in the Board of Administration by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Board members shall choose a successor or successors (unless a successor has been chosen pursuant to Section 2 above) who shall hold office for the balance of the unexpired term in which such vacancy occurred, or such vacancy may remain unfilled unless the number of remaining Board members is less than two. The election held for the purpose of filling said vacancy may be held at any meeting of the Board of Administration.

Section 4. Disqualification and Resignation of Board Members. Any Board member may resign at any time by sending a written notice of such resignation to the office of the Association, to the attention of the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. The transfer of title to his unit by a Board member shall automatically constitute a resignation, effective as of the date of transfer, except as to a Board member designated by the Developer. No member shall continue to serve on the Board who is more than thirty (30) days delinquent in the payment of an assessment, and said delinquency shall automatically constitute a resignation effective as of the thirty-first (31st) day of delinquency.

Section 5. Meetings. Meetings of the Board of Administration may be called by the President and, in his absence, by the Vice President, or by a majority of the members of the Board of Administration by giving forty-eight (48) hours notice to all the members of the Board of Administration and by posting same conspicuously on the condominium property forty-eight (48) hours in advance of the meeting. Notices shall not be required if any emergency exists. All notices for such meetings shall state the time, place, and purpose of the meeting. Meetings of the Board of Administration shall be open to all unit owners, but unit owners shall not have a right to participate therein. Minutes of all meetings of the Board of Administration shall be taken and kept in a businesslike manner and shall be available for inspection by unit owners and Board members at all reasonable times. Minutes of all Board meetings shall be retained for a period of not less than seven (7) years.

Section 6. Directors' Waiver of Notice. Before or at any meeting of the Board of Administration, any Director may waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Board member at any meeting of the Board of Administration shall be a waiver of notice by him of the time and place thereof. If all the Board members are present at any meeting of the Board, no notice to Board members shall be required, and any business may be transacted at such meeting. Nothing contained in this Section 6 shall affect the requirement of Section 5 that notices of Board meetings be posted conspicuously on the condominium property.

Section 7. Quorum. At all meetings of the Board of Administration, a majority of the Board shall constitute a quorum for the transaction of business, and the acts of the majority of the Board present at such meeting at which a quorum is present shall be the acts of the Board of Administration. If at any meeting of the Board of Administration there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, the business which might have been transacted at the meeting as originally called may be transacted without

further notice. The joinder of a Board member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Board member for the purpose of determining a quorum.

Section 8. Powers and Duties. The Board of Administration shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, by the Declaration of Condominium, or by these By-Laws directed to be exercised and done by the unit owners. The Board shall have authority to enter into management contracts which delegate some or all of the powers and functions of the Board to the management entity, to the extent such delegation is allowed by law.

V. OFFICERS

Section 1. Elected Officers. The principal officers of the Association shall be a President, Vice President, and Secretary/Treasurer, all of whom shall be elected by the Board of Administration. Any person may hold more than one office, provided that no one person shall hold the office of President and Secretary simultaneously. Officers, other than the President, need not be members of the Board of Administration.

Section 2. Election. The officers of the Association shall be elected by the Board of Administration at the organizational meeting of each new Board following the annual meeting of the members.

Section 3. Appointed Officers. The Board may appoint Assistant Secretaries, Assistant Treasurers, and such other officers as the Board deems necessary from time to time.

Section 4. Term of Office. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Administration may be removed at any time, with or without cause, by the Board; provided, however, that no officer shall be removed except by an affirmative vote for removal by a majority of the whole Board of Administration.

Section 5. The President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the unit owners and of the Board of Administration. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts on behalf of the Association and shall perform all of the duties incident to his office which may be delegated to him from time to time by the Board of Administration.

Section 6. The Vice President. The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Administration.

Section 7. The Secretary/Treasurer. The Secretary/Treasurer shall issue notices of all meetings of the Board and all meetings of the unit owners, and he shall have charge of the Association's books, records, and papers.

- (a) The Secretary/Treasurer shall have custody of the Association's funds and securities and shall keep full and accurate accounts of all receipts and expenditures in books belonging to the Association and shall deposit all receipts in such depositories as may be designated from time to time by the Board of Administration of the Association. The accounting records of the Association shall be kept by the Secretary/Treasurer in accordance with Florida Statute 718.111 (7) (a) and (b).

- (b) The Secretary/Treasurer shall disburse the funds of the Association as may be ordered by the Board of Administration, making proper vouchers for such disbursements, and shall render to the President and the Board of Administration at the regular meetings of the Board of Administration, or whenever they may require it, an account of all of his transactions as Secretary/Treasurer and of the financial condition of the Association.
- (c) He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Administration of the Association.
- (d) He shall give status reports to potential transferees, on which reports the transferees may rely.

VI. FISCAL MANAGEMENT

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by resolution of the Board of Administration from time to time and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the said Board of Administration.

Section 2. Fidelity Bonds. The Treasurer and all other officers and employees of the Association who are authorized to sign checks, and any contractor handling or responsible for Association funds, shall be bonded in such amount as may be determined by the Board of Administration. The premiums on such bonds shall be paid by the Association. The bonds shall be in an amount sufficient to equal the monies an individual handles or has control of via a signatory or a bank account or other depository account. No bond shall be required for any officer who is also a Board member designated by the Developer.

Section 3. Fiscal Year. The fiscal year of the Association shall be the calendar year; provided, however, that the Board of Administration is expressly authorized to change to a different fiscal year at such times as the Board of Administration deems advisable or advantageous.

Section 4. Determination of Assessments.

- (a) The Board of Administration of the Association shall fix and determine, from time to time, the sum or sums necessary and adequate for the common expenses of the condominium.

Common expenses shall include expenses for the operation, maintenance, repair, replacement, or taxes of the common elements and land owned by the Association, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated as common expenses from time to time by the Board of Administration of the Association under the provisions of the Declaration of Condominium to which these By-Laws are attached or under the Condominium Act. The Board of Administration is specifically empowered, on behalf of the Association, to make and collect assessments and to lease, maintain, repair, and replace the common elements of the condominium property. Funds for the payment of common expenses shall be assessed against the unit owners in the manner provided for sharing common expenses as set forth in the Declaration of Condominium. Said assessments shall be payable quarterly in advance on the first day of each calendar quarter unless otherwise ordered by the Board of Administration. In no event, however, shall assessments be made against unit owners less frequently than quarterly in amounts less than are required to provide funds in advance for payment of all of

the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Special assessments, should such be required by the Board of Administration, shall be levied in the same manner as heretofore provided for regular assessments and shall be payable in the manner determined by the Board of Administration.

- (b) When the Board of Administration has determined the amount of any special assessment, the Treasurer of the Association shall mail or present to each unit owner a statement of said unit owner's assessment. Quarterly or other regular periodic assessments shall be due without notices by the Association as long as the amounts and due dates have been communicated to the unit owners in writing at the time they are determined.
- (c) The Board of Administration may, if it desires, adopt a budget for each fiscal year for the estimated funds required to defray the common expenses, including, without limitation thereto, (i) current expenses, which shall include all receipts and expenditures within the year for which a budget is made, including a reasonable allowance for contingencies and working funds (except expenditures chargeable to reserves, additional improvements, or past losses), (ii) amounts sufficient to cover past losses, (iii) a reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation, or obsolescence, (iv) betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be a part of the common elements, and (v) operations, which includes all other expenses of every nature of the Association. The Board of Administration shall mail a meeting notice (including time and place) and copies of the proposed annual budget of common expenses to the unit owners not less than thirty (30) days prior to the meeting at which the Board of Administration shall consider the budget, and such meeting shall be open to the unit owners. If a budget is adopted by the Board of Administration which requires assessment against the unit owners in any fiscal or calendar year exceeding 115% of such assessments for the preceding year, upon written application of ten percent (10%) of the unit owners a special meeting of the unit owners shall be held upon not less than ten (10) days written notice to each unit owner, but within thirty (30) days of the delivery of such application to the Board of Administration, at which special meeting unit owners shall consider and enact a revision of their budget. The revision of the budget shall require a vote of not less than two-thirds (2/3) of all votes eligible to vote. The Board of Administration may, in any event, propose a budget to the unit owners at a meeting of the members or by writing and, if such budget or proposed budget shall be approved by the unit owners at the meeting or by a majority of their whole number by a writing, such budget shall be adopted and shall not thereafter be re-examined by the unit owners in the manner hereinabove set forth. In determining whether assessments exceed 115% of similar assessments in prior years, there shall be excluded from the computation any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular or annual basis, and assessments for betterments to the condominium property. However, as long as the Developer is in control of the Board of Administration, the Board shall not impose an assessment for any year greater than 115% of the prior fiscal or calendar year's assessment without approval of a majority of all unit owners.

Section 5. Application of Payments and Commingling of Funds. All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board of Administration. All assessment payments by unit owners shall be applied to interest, delinquencies, costs, attorneys' fees, and other charges, expenses, and advances as provided herein and in the Declaration of Condominium, and general and special assessments in such manner and amounts as the Board of Administration shall determine.

Section 6. Acceleration of Assessment Installments Upon Default. If a unit owner shall be in default in the payment of an installment upon any assessment for more than twenty-one (21) days, the Board of Administration may declare all estimated assessments for the next twelve (12) months due from said unit owner to be immediately due and payable, and the Association shall have a lien therefor on all such amounts, plus collection costs, including attorneys' fees, as provided in Article XII C of the Declaration to which these By-Laws are attached.

VII. ADDITIONS OR ALTERATIONS

There shall be no additions or alterations to the common elements of the condominium property which this Association operates and maintains except with the approval of unit owners holding a majority of the votes in the Association, except as otherwise provided in Article XVI B of the Declaration to which these By-Laws are attached.

VIII. COMPLIANCE AND DEFAULT

Section 1. Violations. In the event of a violation (other than the non-payment of assessments) by the unit owner of any of the provisions of the Declaration of Condominium, these By-Laws, or the applicable portions of the Condominium Act, the Association, by direction of its Board of Administration, may notify the unit owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from the date of the notice, the Association, through its Board of Administration, shall have the right to treat such violation as an intentional, inexcusable, and material breach of the Declaration, its By-Laws, or the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following elections:

- (a) an action at law to recover the damages on behalf of the Association or on behalf of the other unit owners;
- (b) an action in equity to enforce performance on the part of the unit owner, and/or
- (c) an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Any violations which are deemed by the Board of Administration to be a hazard to the public health may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the unit owner as a specific item, which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expenses attributable to the unit.

Section 2. Negligence or Carelessness of Unit Owner. Each unit 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, of his or their guests, employees, business invitees, agents, or lessors, 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 rate occasioned by the use, misuse, occupancy, or abandonment of any unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any

waiver by insurance companies of right of subrogation. The expense for any maintenance, repair, or replacement required as provided in this Section shall be charged to said unit owner as a specific item, which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expenses attributable to the unit.

Section 3. Costs and Attorneys' Fees. In any proceeding involving the Association arising because of an alleged breach by a unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

Section 4. No Waiver of Rights. The failure of the Association or of a unit owner to enforce any right, provision, covenant, or condition which may be granted by the condominium documents shall not constitute a waiver of the right of the Association or unit owner to enforce such right, provision, covenant, or condition in the future.

Section 5. No Election of Remedies. All rights, remedies, and privileges granted to the Association or unit owners pursuant to any terms, provisions, covenants, or conditions of the condominium documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such other party by condominium documents or at law or in equity.

IX. ACQUISITION OF UNITS

Section 1. Voluntary Sale or Transfer. Upon receipt of a unit owner's written notice of intention to sell or lease as described in Article XIII of the Declaration of Condominium, the Board of Administration shall have full power and authority to consent to the transaction as specified in said notice or object to same for good cause or to designate a person other than the Association as designee, pursuant to the provisions of said Article XIII, without having to obtain the consent of the membership thereto. The Board of Administration shall have the further right to designate the Association as being "willing to purchase, lease, or rent" upon the proposed terms after adoption of a resolution by the Board of Administration. The Association shall not be bound and shall not so purchase or lease except after the authorization and approval by the unanimous vote of the members of the Association. To the extent that any inconsistency exists between the provisions of this Section of the By-Laws and Article XIII of the Declaration of Condominium to which these By-Laws are attached, the provisions of Article XIII of the Declaration shall supersede the provisions herein related thereto.

Section 2. Acquisition on Foreclosure. At any foreclosure sale of a unit, the Board of Administration may, with the authorization and approval by the affirmative vote of not less than sixty percent (60%) of the total votes of the voting members at any regular or special meeting of the unit owners wherein said matter is voted upon, acquire in the name of the Association, or its designees, a condominium parcel being foreclosed. The term "foreclosure" as used in this Section shall mean and include any foreclosure of any lien or encumbrance, excluding a lien for assessments or other lien existing in favor of the Association. The power of the Board of Administration to acquire a condominium parcel at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the said Board of Administration or of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power of the Board of Administration to do so should the requisite not be required to obtain the approval of unit owners in order to acquire a condominium parcel in the name of the Association or its designee at a foreclosure sale held due to the foreclosure of any lien in favor of the Association arising under or pursuant to the provisions of the Declaration of Condominium to which these By-Laws are attached or these By-Laws.

X. AMENDMENTS TO THE BY-LAWS

These By-Laws may be altered, amended, or added to by the affirmative vote of nine-tenths (9/10) of the members of the Board of Administration until the first annual meeting of the Association; thereafter, they may be altered, amended, or added to at any duly called meeting of the unit owners, provided:

- (1) Notice of the meeting shall contain a statement of the proposed amendment.
- (2) The amendment shall be approved by the unanimous vote of all unit owners.
- (3) The amendment shall be in form required by the Condominium Act and shall be recorded and certified as required by the Condominium Act after such recordation in the public records of St. Lucie County, Florida.

XI. NOTICES

Whatever notices are required to be sent hereunder shall be delivered or sent in accordance with the applicable provisions for notices set forth in the Declaration of Condominium.

XII. INDEMNIFICATION

The Association shall indemnify every member of the Board of Administration and every officer, his heirs, personal representatives, and assigns against all losses, costs, and expenses reasonably incurred by him in connection with any action, suit, or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association, including reasonable attorneys' fees, except as to matters wherein he shall be finally adjudged in such action, suit, or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Board member or officer may be entitled. The Board may, as and when available, obtain officers' and directors' liability insurance, and the cost of same shall be a common expense.

XIII. LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Association shall not relieve or release any former unit owner from any liability or obligation incurred or in any way connected to said unit owner's condominium unit during the period of such ownership and membership, nor shall such termination impair any rights or remedies which the Association may have against such former unit owner arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

XIV. LIMITATIONS OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements or by owners or other persons.

XV. PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Condominium Act, the Declaration of Condominium, or these By-Laws.

XVI. LIENS AND ENCUMBRANCES

Section 1. Protection of Property. All liens and encumbrances against a unit, other than for permitted mortgages, taxes, or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date of lien and/or encumbrance attached. All taxes and special assessments upon a unit shall be paid before becoming delinquent as provided in these condominium documents or By-Laws, whichever is sooner.

Section 2. Notice of Lien or Encumbrance. A unit owner shall give notice to the Association of every lien and encumbrance upon his unit, other than for permitted mortgages, taxes, and special assessments, within five (5) days after the attaching of the lien or encumbrance.

Section 3. Notice of Suit. Unit owners shall give notice to the Association of every suit or other proceeding which will or may affect title to his unit or any part of the condominium property, such notice to be given within five (5) days after the unit owner receives notice thereof.

Section 4. Failure to Comply. Failure to comply with this Article concerning liens and encumbrances will not affect the validity of any judicial sale.

XVII. MISCELLANEOUS

Section 1. Paragraph Headings; Gender. The table of contents and paragraph headings are inserted merely for convenience of reference and are not to be construed to enlarge, diminish, or modify the terms hereof. References to numbered paragraphs are to paragraphs of these By-Laws unless specifically stated to the contrary. Wherever contained herein and when the context so requires, the singular shall refer to the plural and the plural to the singular. The gender used shall be deemed to include each other gender as appropriate.

Section 2. Severability. In the event of the invalidity of any provision hereof, same shall be deemed stricken from these By-Laws, which shall continue in full force and effect as if the offending provision was never a part hereof.

Section 3. Compensation. No member of the Board of Administration or officer of the Association shall be entitled to any compensation for services rendered in such capacity. However, members of the Board and officers shall be entitled to reimbursement for any money reasonably spent by them, as the Board of Administration may determine, in furtherance of the purposes of the Association.

Section 4. Delegation of Authority. Nothing contained in these By-Laws shall prevent or inhibit the Board of Administration from delegating any or all of its functions either to committees of the Board of Administration or to independent third party contractors or management companies to the extent permitted by the Condominium Act.

Section 5. Rules and Regulations. The Board of Administration may, from time to time, promulgate reasonable rules and regulations regarding conduct upon the condominium property, use thereof, or other matters affecting the operation of the condominium; provided, however, that no such rule or regulation shall be in conflict with the Declaration of Condominium or these By-Laws, and no such rule or regulation shall prejudice the rights of any Mortgagee of Record or alter any substantive right vested in any unit owner.

The foregoing were adopted as the By-Laws of PORT ST. LUCIE
MEDICAL PLAZA ASSOCIATION, INC., a corporation not for profit
chartered under the laws of the State of Florida, at the first
meeting of the Board of Administration on the _____ day of
_____, 1983.

PORT ST. LUCIE MEDICAL
PLAZA ASSOCIATION, INC.,
a Florida corporation

Approved by:

By: _____

Secretary

President