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DECLARATION OF CONDOMINIUM

I. SUBMISSION OF PROPERTY

The undersigned, being the only person or entity having title of record as owner in fee simple to the real property situate, lying, and being in St. Lucie County, Florida, as more particularly described and set forth as the condominium real property herein in Article III hereof, hereby states and declares that said condominium real property, together with all improvements thereon, is hereby submitted to non-residential condominium ownership pursuant to the Condominium Act of the State of Florida, Chapter 718, Florida Statutes, and the provisions of said Act are hereby incorporated and included herein by reference, and does herewith file for record in the Official Records of St. Lucie County, Florida, this DECLARATION OF CONDOMINIUM.

II. NAME OF CONDOMINIUM

The condominium is named and shall henceforth be identified as "PORT ST. LUCIE MEDICAL PLAZA an office condominium having an address of 1701 Hillmoor Drive, Port St. Lucie, Florida, 33452.

III. CONDOMINIUM REAL PROPERTY

The condominium real property which is submitted hereby to the condominium form of ownership is the following described lands situate, lying, and being in St. Lucie County, Florida, which is sometimes referred to herein as the Condominium Property, is described on Exhibit "A", which is attached hereto and made a part hereof by this reference.

IV. DEFINITIONS

The terms used in this Declaration of Condominium and in the Exhibits attached hereto and made a part hereof, including the Articles of Incorporation and By-Laws of the PORT ST. LUCIE

MEDICAL PLAZA ASSOCIATION, INC., a Florida non-profit corporation, shall be defined in accordance with the provisions of Chapter 718, Florida Statutes, and as follows, unless the context otherwise requires:

A. Assessment means a share of the funds required for the payment of common expenses which from time to time is assessed against a Unit Owner.

B. Association means the PORT ST. LUCIE MEDICAL PLAZA ASSOCIATION, INC., a non-profit corporation organized under the laws of the State of Florida, being the entity responsible for the operation of the Condominium, or any successor.

C. By-Laws means the By-Laws of the Association as they exist from time to time.

D. Common elements means all those items stated in the Condominium Act and all tangible personal property required for the maintenance and operation of the Condominium, even though owned by the Association, the roof on the office building, and all portions of the condominium property not included in the units.

E. Common expenses means all expenses and assessments incurred by the Association for the Condominium and for which the unit owners are liable to the Association.

F. Common surplus means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits, and revenues on account of the common elements, over the amount of common expenses.

G. Condominium means that form of ownership of real property under which units are subject to ownership by one or more owners and there is appurtenant to each unit as part thereof an undivided share in the common elements and refers to the PORT ST. LUCIE MEDICAL PLAZA, an office condominium.

H. Condominium Act means and refers to the Condominium Act of the State of Florida (F.S. Chapter 718), as the same exists as of the recording of this DECLARATION, and its successors.

I. Condominium documents means this DECLARATION, all Exhibits annexed hereto, the Articles of Incorporation, and the By-Laws of the Association, all as may be amended from time to time.

J. Condominium parcel means a unit together with an undivided share in the common elements appurtenant to the unit.

K. Condominium property means and includes the lands and personal property that are subject to the condominium ownership, all improvements placed thereon, and all easements and rights appurtenant thereto intended for use in connection with the condominium.

L. Condominium Unit or Unit means a part of the condominium property which is subject to exclusive ownership and shall include within its definition office units within the PORT ST. LUCIE MEDICAL PLAZA.

M. DECLARATION means this Declaration of Condominium, together with the exhibits annexed hereto, as same may be amended from time to time in accordance herewith.

N. Developer means HOSPITAL CORPORATION OF AMERICA and any nominee of the Developer or a substitute or alternative developer.

O. Limited Common Elements means and includes those common elements, if any, which are reserved for the use of a certain unit or units to the exclusion of other units as may be specified herein.

P. Mortgagee of Record means any life insurance company, federal, national, or state bank or savings and loan association, union pension fund, real estate investment trust, Massachusetts business trust authorized to do business in the State of Florida, agency of the United States government, or other generally recognized institutional lender who is the holder of any recorded mortgage lien on the condominium property or any portion thereof, including any unit.

Q. Occupant means the person or persons, corporation, partnership, or other legal entity other than the unit owner in rightful possession of a unit pursuant to this DECLARATION.

R. Office Building means the improved structure containing individual office units constructed on the condominium property.

S. Operation or Operation of the Condominium means and includes the administration and management of the condominium property.

T. Party Wall means a partition wall which is located on the vertical plane identifying the interior boundary between adjoining

walls, and said party wall is deemed to be a limited common element for the exclusive use of the owners of said adjoining units.

U. Unit Owner or Office Unit Owner means the owner of a condominium parcel.

V. DESCRIPTION OF CONDOMINIUM
AND IDENTIFICATION OF UNIT

A. A plat of survey of the property with a graphic description of the improvements thereon which identifies each office unit by letter, name, or number so that no office unit bears the same designation as any other office unit, all in sufficient detail to identify the common elements of the condominium and each office unit and provide an accurate representation of their locations and dimensions, together with a surveyor's certificate as required by the Condominium Act, are attached hereto and made a part of this DECLARATION as Exhibit "B".

B. The condominium office building consists of one one-story building of concrete construction, together with other improvements appurtenant thereto, said structure being constructed substantially in accordance with plans and specifications prepared by C.A. GARDNER AND COMPANY, of P.O. Box 110600, Nashville, TN., 37211. There are 18 office units in the condominium office building. The units are not of uniform size.

C. The Developer reserves the right to change the interior design and arrangements of all units and to alter the boundaries between units as long as the Developer owns the units so altered; however, no such change shall increase the number of units nor alter the boundaries of the common elements without amendment of this DECLARATION in the manner set forth in this Article. If the Developer shall make any changes in units owned by the Developer which require amendment of this DECLARATION, such changes shall be reflected by a recorded amendment to this DECLARATION, together with an amended plat or survey and surveyor's certificate attached reflecting such authorized alteration of units, and said amendment need only be executed and acknowledged by Developer and joined in and consented to by all Mortgagees of Record with respect to the altered units, said joinder or consent being in recordable form with

the formalities required for a deed in the State of Florida. Upon any such alteration by the Developer, the shares in the common elements appurtenant to the altered units, together with the common expenses and common surplus of the concerned units, shall be altered by the Developer and the ratio of the relative square footage of such altered units and such altered shares of common elements, common expenses, and common surplus shall be duly noted in the amendment of this DECLARATION.

D. The unit owners shall not be deemed to own the undecorated and/or unfinished surfaces of the exterior of perimeter walls of the units, nor shall the unit owners be deemed to own pipes, wires, conduits, or other public utility lines running through their respective units which are utilized for or serve more than one unit, all of which items are hereby made a part of the common elements. Each unit owner, however, shall be deemed to own the walls and partitions which are contained in his unit, with the exception of the party walls. Each unit owner shall own, and each unit shall include, the part of the building, with the exception of the party walls, that lies within the boundaries of the unit, which boundaries are as follows:

1. Upper and lower boundaries: The upper and lower boundaries of a unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:
 - (a) Upper boundary--the lower horizontal plane of the undecorated finished ceiling.
 - (b) Lower boundary--the upper horizontal plane of the undecorated finished floor.
2. Perimetrical boundaries: The perimetrical boundaries of each office unit shall be the vertical planes of the undecorated, finished interior of the exterior walls bounding the unit, extended to intersections with each other and/or with the vertical plane identifying the interior boundary between adjoining units with the upper and lower boundaries; but included with the perimetrical boundaries are the entry doors to the unit (including frames and inside and

outside surfaces) and the windows in the exterior walls (including frames and inside and outside surfaces, provided that responsibility for cleaning the outside window surfaces rests with the Association.

3. The owner has the right to change the interior design and arrangements of his unit and to alter the party walls between units so long as he owns the units on each side of the party wall so altered.
4. Each unit owner shall own each mechanical unit serving the unit which is located outside the perimetrical boundary of the unit, and each owner shall be responsible for the maintenance of same.

VI. OWNERSHIP OF COMMON ELEMENTS

Each of the unit owners shall own an undivided interest in the common elements appurtenant to such unit, which undivided interest in the common elements is stated in percentage form as to each unit and set forth in Exhibit "C" attached hereto and made a part of this DECLARATION.

The fee simple title to each condominium parcel shall be held by each unit owner and shall include both the condominium office unit and the undivided share in the common elements which are appurtenant to the unit. The undivided interest in the common elements, unless the context of this DECLARATION otherwise requires, shall be deemed to be conveyed or encumbered with its respective condominium office unit, even though the description and terms of the instrument of conveyance or encumbrance may refer to only the fee title to the condominium office unit. Any attempt to separate the fee title in a condominium office unit from the undivided interest in the common elements appurtenant to such unit shall be null and void.

VII. VOTING RIGHTS

There shall be one person with respect to each unit owner who shall be entitled to vote at any meeting of the unit owners; such person shall be known (and is hereafter referred to) as a voting member. If a unit is owned by more than one person, those persons shall designate one of their number as a voting member, or in the case of a corporate unit owner, an officer or employee thereof

shall be designated as the voting member. The designation of the voting member shall be made as provided for and shall be subject to the provisions and restrictions set forth in the By-Laws of the Association. The total eligible number of votes shall be One Hundred (100), which shall constitute 100% of the voting membership. Each unit shall have no more and no less than the number of votes equal to the number which represents each unit'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 this DECLARATION. If one entity, individual, or corporation owns more than one unit, he or it shall have votes in the Association equal to the total number of votes computed according to the above-described method.

VIII. SHARING OF COMMON EXPENSES AND COMMON SURPLUS

The common expenses of the condominium and of the common elements and limited common elements appurtenant thereto, including any monthly maintenance charges assessed, shall be paid for by the unit owners, and the common surplus shall be shared by them, in proportion to the approximate percentage of square feet that their office bears to the total square feet of all the office units in the condominium office building, which percentages have been calculated and appear in percentage form for each unit on Exhibit "C" attached hereto.

IX. METHOD OF AMENDMENT OF DECLARATION

A. This DECLARATION, the Articles of Incorporation, and the By-Laws of PORT ST. LUCIE MEDICAL PLAZA ASSOCIATION, INC. may be amended at any regular or special meeting of the members of the Association called and convened in accordance with the By-Laws, by the affirmative vote of voting members casting not less than two-thirds ($2/3$) of the total votes of the Association; provided, however, the Developer may amend the DECLARATION according to Article V of this DECLARATION.

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

C. All amendments shall be recorded and certified, as required by the Condominium Act. No amendment shall change any condominium parcel, nor a unit's share of the common expenses or common surplus, nor the voting rights appurtenant to any unit, unless the record owner(s) thereof and all Mortgagees of Record with respect to such unit, or other voluntarily placed liens thereon, shall join in or consent to the execution of the amendment. No amendment shall be passed which shall impair or prejudice the rights and/or priorities of any Mortgagee of Record without the written approval of said Mortgagee of Record, which written approval shall be in the form set forth in Article V (C) of this DECLARATION.

D. Anything herein to the contrary notwithstanding, but recognizing the limitations set forth in paragraph C of this Article IX, until the first regular election of members of the Board of Administration by the membership of the Association, and so long as the Developer shall have the right to fill vacancies on the Board of Administration pursuant to Article VIII of the Articles of Incorporation of the Association, any amendment to this DECLARATION shall require only the unanimous consent of the Board of Administration, and no meeting of the condominium office unit owners nor any approval thereof need be had.

E. The Association may correct any omission or error in this DECLARATION OF CONDOMINIUM or in other documentation required by law to establish the condominium form of ownership by an amendment to this DECLARATION OF CONDOMINIUM or other documentation required by law to effectuate an amendment for the purpose of curing defects, errors, or omissions. Any such documents may be amended at any regular or special meeting of the members of the Association called and convened in accordance with the By-Laws by the affirmative vote of a majority of the eligible votes voting at any meeting of the Association in which a quorum is present.

F. Notwithstanding the foregoing, no amendment shall discriminate against any unit owner nor against any unit or class or group of units, unless the unit owners so affected shall consent; and no amendment shall change any office unit, except as expressly provided for in Article V hereof, nor the share in the common expenses,

unless the record owner of the unit concerned and all Mortgagees of Record of such unit shall join in or consent to the execution of the amendment in the form set forth in Article V (C) of this DECLARATION. Nothing contained in this Article IX shall apply to any amendment of this DECLARATION by the Developer pursuant to Article V (C) hereof.

X. ASSOCIATION

The operating entity of the condominium shall be a corporation not for profit pursuant to Chapter 718.111 et seq., Florida Statutes, as amended, which shall be organized and fulfill its functions pursuant to the following provisions:

A. The name of the Association shall be "PORT ST. LUCIE MEDICAL PLAZA ASSOCIATION, INC. (S)

B. The said Association shall have all of the powers and duties set forth in the Condominium Act, as well as all of the powers and duties granted to or imposed upon it by this DECLARATION, the By-Laws of the Association, and the Articles of Incorporation of the Association, which Articles are attached hereto and made a part of this DECLARATION as Exhibit "D", and all of the powers and duties necessary to operate the condominium property as set forth in this DECLARATION, the By-Laws, and Articles of Incorporation as such may be amended from time to time.

C. The members of the Association shall consist of all the record owners of condominium parcels of this condominium and their voting rights shall be as provided in Article VII hereinabove and in the By-Laws attached hereto.

D. The affairs of the Association shall be directed by the Board of Administration in the manner provided in the By-Laws and Articles of Incorporation. A designated agent of the Developer shall be a member of the Board of Administration.

E. 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 unit.

F. The Association shall have the power to levy assessments against all members of the Association in order to defray the

expenses incurred in carrying out its lawful purposes. Such assessments are hereby declared to be common expenses of the condominium property declared by this DECLARATION.

G. Every owner of a condominium parcel, whether he has acquired his ownership by gift, conveyance, transfer by operation of law, or otherwise, shall be bound by the By-Laws of the Association, the provisions of this DECLARATION, and the Articles of Incorporation of the Association.

H. Notwithstanding the duty of the Association to maintain and repair portions of the condominium property, the Association shall not be liable to condominium office owners for injury or damage, other than the cost of maintenance and repair, caused by any latent conditions of the property to be maintained and repaired by the Association or caused by the elements or other unit owners or persons whatsoever or caused by the failure of independent contractors hired by the Association to properly perform the maintenance and repairs.

XI. BY-LAWS

The operation of the condominium property shall be governed by the By-Laws of the Association, which are set forth in Exhibit "E" attached hereto and made a part of this DECLARATION.

No modification of or amendment to the By-Laws of the Association shall be valid unless set forth in or annexed to a duly recorded Amendment to this DECLARATION, recorded in the Public Records of St. Lucie County. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect the validity or priority of any mortgage encumbering any condominium parcel(s) or which would change the provisions of the By-Laws with respect to Mortgagees of Record without the written approval of all Mortgagees of Record in the form set forth in Article V (C) of this DECLARATION.

XII. ASSESSMENTS

The making and collecting of assessments against condominium unit owners for common expenses and for such reserves as may from

time to time be established by the Association pursuant to the By-Laws of the Association shall be subject to the following provisions:

A. Each unit owner shall be liable for his proportionate share of the common expenses and shall share in the common expenses and the common surplus in proportion to the ratio set forth in Article VIII hereof.

B. Assessments and installment payments of such assessments, if paid on or before ten (10) days after the date when due, shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of ten percent (10%) per annum from the date when due until paid. All payments upon accounts shall first be applied to interest and then to the assessments payment first due.

C. The Association shall have a lien on each condominium office parcel for unpaid assessments, together with interest thereon, against the unit owner of such condominium office parcel together with a lien on all tangible personal property located within said office unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorney's fees incurred by the Association incident to the collection of such assessment in or out of court or the enforcement of such lien, including attorney's fees on the appeal of any litigation, together with all costs and expenses of suit and all sums paid for taxes and payments made to holders of superior mortgages, liens, or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, shall be payable by the unit owner and secured by such lien. The aforesaid lien shall also include those sums advanced on behalf of a unit owner in payment of his obligation under the Association's By-Laws. The Board of Administration may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien and may settle and compromise the same if deemed in the best interest of the Association. Said lien shall be effective as and in the manner provided for by the Condominium Act and shall have the priorities established

by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply as a cash credit against its bid all sums due, as provided herein, secured by the enforced lien. In case of such foreclosure and until such time as he is required to vacate the premises by court order in the foreclosure action, the unit owner and/or occupant shall be regarded as a tenant at will with respect to the condominium parcel and shall be required to pay a reasonable rental therefor, and the Association in such foreclosure action shall be entitled to the appointment of a receiver to collect same from the unit owner and/or occupant.

D. Where the Mortgagee of Record or other purchaser of a unit obtains title to a condominium parcel as a result of foreclosure of a mortgage, or when the Mortgagee of Record accepts a deed to said condominium parcel in lieu of foreclosure, such acquirer of title and its or his successors or assigns shall not be liable for the full unpaid share of common expenses or assessments owing from the former unit owner unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments owing from the former unit owner shall be deemed to be common expenses collectible from all of the unit owners, including such acquirer and its or his successors and assigns.

E. Any person who acquires an interest in a unit, except through foreclosure by a Mortgagee of Record or acceptance of a deed in lieu of foreclosure by a Mortgagee of Record or successors or assigns of such Mortgagee, all as specifically provided in the paragraph immediately preceding, including without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former unit owners have been paid. The Association, acting through its Board of Administration, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to any unit owner or group of unit owners or to any third party.

F. A Mortgagee of Record acquiring title to a condominium parcel as a result of foreclosure or a deed in lieu of foreclosure may not during the period of its or his ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

XIII. SALE, RENTAL, OR TRANSFER OF UNITS

In order to maintain a community of congenial unit owners who are financially responsible and thus maintain and protect the value of the units, the transfer of office units by any unit owner other than Developer shall be subject to the following provisions for so long as the condominium exists:

A. A unit owner intending to make a bona fide sale of his office unit or any interest therein shall give the Developer written notice of such intention, and the Developer shall have a first right to purchase such office unit or interest therein.

In the event of exercise of such right of first refusal, unless otherwise agreed, the consideration to be paid by Developer to unit owner shall be an amount equal to the best price which such third party has, in good faith, offered to pay for the property and on terms no less favorable than those offered by the good faith offeror. Developer shall have thirty (30) days within which to advise the unit owner of the Developer's decision to buy or not to buy the unit after receiving written notice from the unit owner of the price and terms which he has been offered for the property. The unit owner is not obligated to offer Developer a right of first refusal in the event that the unit owner organizes into a partnership, assigns any or all of his interest to a related entity or to members of the unit owner's family or to a trust, or make other transfer, but not to an unrelated entity, which may be in the best interests of the unit owner for business reasons without the same being considered a sale or an offer to sell the unit; provided, however, the property shall, as to any future sale or transfer, remain subject to the Developer's right of first refusal. The term "related entity" shall mean one in which at least fifty percent (50%) of the voting power is in one or more of the unit owner's or unit owners' family.

B. No office unit owner may dispose of a condominium office unit without prior approval of the Association, and no fee shall be charged in connection with any transfer or approval of any such transfer in excess of the expenditures reasonably required for the transfer or in excess of the amount set by law. The proposed transferee of any office unit shall furnish suitable credit and/or character references as the Association may, in its discretion, require.

C. Subject to Article XIII A hereinabove written, the approval of the Association that is required for the transfer of interests in office units by sale, lease, gift, devise, inheritance, or other transfers shall be obtained in the following manner:

1. Notice to Association

(a) Sale. An office unit owner intending to make a bona fide sale of his office unit or any interest therein shall give to the Association written notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice, at the office unit owner's option, may include a demand by the said unit owner that the Association furnish a purchaser of the office if the unit owner's proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(b) Lease. An office unit owner intending to make a bona fide lease of his office or any interest therein shall give to the Association written notice of such intention together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease, stating, inter alia, the amount reserved as rent thereunder and the rental term. Any such lease shall contain a clause prohibiting assignment and subletting without prior consent of the Association.

(c) Gift, devise, or inheritance; other transfers. An office unit owner who has obtained his title by gift, devise, or inheritance, or by any other manner not previously considered, shall give to the Association written notice of the acquiring of his title, together with such information concerning the office owner as the Association may reasonably require, and a certified copy of the instrument evidencing the unit owner's title.

2. Certificate of Approval

(a) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove of the proposed transaction. If approved, the approval shall be stated in a certificate executed by any officer of the Association, in recordable form.

(b) Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of notice and information the Association must either approve or disapprove of the proposed lease. Any disapproval must be based upon reasonable grounds compatible with the purpose of this DECLARATION.

(c) Gift, devise or inheritance; other transfers. If the office unit owner giving notice has acquired his title by gift, devise, or inheritance, or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the said owner's ownership of his office unit. If approved, the approval shall be stated in a certificate executed by an officer of the Association, in recordable form.

3. Failure to give notice.

If written notice to the Association as hereinabove required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an office unit the Association, at its election and without notice, may approve or disapprove the

transaction, ownership, or possession. The Association shall proceed as if it had received the required notice on the date of such disapproval. Any sale, lease, gift, devise, or other transfer which is not authorized pursuant to the terms and provisions of this DECLARATION shall be void unless subsequently approved in writing by the Association.

D. If the Association shall disapprove a transfer of interest in an office unit by the methods enumerated in Article XIII B above, the matter shall be disposed of in the following manner:

1. Sale. If the proposed transaction is a sale and if the notice of sale given by the office unit owner shall so demand, then thirty (30) days after receipt of such notice and information the Association shall deliver or mail to the office unit owner an Agreement to Purchase the office unit concerned by a purchaser approved by the Association or an Agreement to Purchase signed on behalf of the Association under seal, in which event the office unit owner shall sell the office unit to the named purchaser at the price and upon the terms stated in the disapproved Contract to Sell, excepting that, at the option of the named purchaser, the purchase price may be paid in cash at closing.

- (a) The sale shall be closed within thirty (30) days after delivery or mailing of the Agreement to Purchase or upon the date designated in the disapproved contract, whichever date shall be later.
- (b) A certificate of the Association executed by any of its officers in recordable form shall be delivered to the purchaser.
- (c) If the Association shall fail to purchase or provide a purchaser upon demand of the office unit owner in the manner provided, or if the purchaser furnished by the Association shall default in his Agreement to Purchase, the proposed transaction shall be deemed to have been approved,

and the Association shall furnish a certificate of approval, as elsewhere provided, in recordable form.

2. Lease. If the proposed transaction is a lease, the office unit owner shall be advised of the disapproval in writing and the lease shall not be made.

3. Gift, devise, or inheritance; other transfers. If the office unit owner giving notice has acquired his title by gift, devise, or in any other manner, then within thirty (30) days after receipt from the office unit owner of the notice and information required to be furnished the Association shall deliver or mail to the office unit owner an Agreement to Purchase the unit concerned by a purchaser approved by the Association who will purchase, and to whom the office unit owner must sell, the office unit upon the following terms:

- (a) The sale price shall be the fair market value as determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement, whichever is later. In the absence of agreement as to price, the price shall be determined by the average of three (3) appraisals, such appraisals being submitted by three appraisers located within St. Lucie County, Florida, and as selected and appointed by the parties.
- (b) The purchase price shall be paid in cash.
- (c) The sale shall be closed within thirty (30) days following the date of the determination of the sale price.
- (d) A certificate of the Association executed by any of its officers in recordable form shall be delivered to the purchaser.
- (e) If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his Agreement to Purchase, then, notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval, as elsewhere herein provided, in recordable form, to the unit owner.

E. No judicial sale of a unit, nor any interest therein, shall be valid unless:

1. The sale is to a purchaser approved by the Association, which approval shall be in recordable form, executed by two officers of the Association, and delivered to the purchaser, or
 2. The sale is a result of a public sale with open bidding.
- F. Any sale or lease which is not authorized pursuant to the terms of this DECLARATION shall be void unless subsequently approved by the Board of Administration of the Association, and said approval shall have the same effect as though it had been given and filed of record simultaneously with the instrument it approved.
- G. The phrase "sell, rent, or lease", in addition to its general definition, shall be defined as including the transfer of a unit owner's interest by gift, devise, or involuntary or judicial sale.
- H. The liability of a unit owner under the various covenants and conditions of this DECLARATION shall continue, notwithstanding the fact that he may have leased, rented, or sub-let his unit, as provided herein. Every purchaser, tenant, lessee, or transferee of a unit or any portion thereof shall take subject to and by the acceptance of his interest and thereby agrees to be bound by this DECLARATION, the By-Laws of the Association, and the provisions of the Condominium Act.
- I. The provisions of this Article XIII relating to leasing and subleasing apply with equal force to situations where a non-unit owner is granted a right of possession or occupancy by a unit owner for no consideration.
- J. 1. Notice of Lien. The following provisions relate to notices of lien or suit required to be given to the Association by a unit owner. A condominium office unit owner shall give notice in writing to the Association of every lien upon his condominium unit, other than for mortgages, taxes, and special assessments, within five (5) days after the attaching of the lien.
2. Notice of Suit. A condominium office unit owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his

condominium unit, such notice to be given within five (5) days after the condominium office unit owner shall receive knowledge or notice thereof.

3. Failure to Comply. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

K. Whenever in this Article an approval is required of the Association in connection with the sale, transfer, lease, or pledge of any office unit and such approval shall not have been obtained pursuant to the provisions hereof, failure upon the part of the Association to object in writing to such sale, transfer, pledge, or lease within ninety (90) days after the date thereof or within forty-five (45) days of the date upon which the purchaser, transferee, or lessee shall take possession of the premises, whichever date shall be later, shall constitute waiver by the Association of the written consent otherwise required by this Article.

L. The Association shall have the power to purchase condominium office units subject to the following provisions:

1. The decision of the Association to purchase a condominium unit shall be made by its board members without the necessity of approval of its membership except as is hereinafter expressly provided for.

2. The Association shall not purchase an office unit without the approval of the members pursuant to Article IX of the By-Laws attached as Exhibit "E" to this DECLARATION. A member whose condominium office unit is the subject matter of the proposed purchase shall be ineligible to vote thereon; provided, however, that the limitations hereof shall not apply to condominium office units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the aggregate of the amounts due by virtue of any and all senior or superior liens and encumbrances against the condominium office unit plus the amount due the Association, including costs of litigation and attorney's fees, nor shall the limitation of this

paragraph apply to condominium office units to be acquired by the Association in lieu of foreclosure of such liens if the consideration therefor does not exceed the cancellation of such lien plus the amounts due by virtue of all senior or superior liens and encumbrances.

XIV. INSURANCE PROVISIONS

A. Liability Insurance. The Board of Administration of the Association shall obtain public liability and property damage insurance covering all real property of the condominium owned by the Association and all of the common elements and limited common elements of the condominium property, insuring the Association and the unit owners, as its and their interest appear, in such amounts and providing such coverage as the Board of Administration of the Association may determine from time to time; provided, however, that the minimum amount of coverage obtained by the Board of Administration shall be ONE MILLION DOLLARS (\$1,000,000.00). Premiums for the payment of such insurance shall be paid by the Association pursuant to the authority of the Board of Administration, and such premiums shall be charged as a common expense.

B. Casualty Insurance

1. The Board of Administration of the Association shall obtain fire, extended coverage, vandalism, and malicious mischief insurance, insuring all of the insurable improvements on the condominium property (including the units and the fixtures and other equipment initially installed by the Developer, but not including personal property supplied or installed by unit owners or others, nor the carpeting of the units), including personal property owned by the Association, in and for the interests of the Association, all unit owners, and Mortgagees of Record, as their interests may appear, in an amount equal to the maximum insurable replacement value as determined bi-annually by the Association. The premiums for such insurance shall be paid by the Association pursuant to the authority of the Board of Administration and shall be charged as a common

expense. The company with whom the Association shall place its insurance coverage, as provided in this DECLARATION, must be a good and responsible company, authorized to do business in the State of Florida, with a Triple A Best Rating or better.

The Association shall designate and appoint an Insurance Trustee, as hereinafter defined, under an agreement in the form as may be approved by the Board of Administration.

2. The Insurance Trustee established hereunder shall be first approved by the Mortgagee of Record holding the greatest dollar amount of mortgages against all office units of the condominium. All policies purchased by the Association shall be for the benefit of the Association and all unit owners and Mortgagees of Record as their interests appear; however, the Insurance Trustee shall be the named insured, and it shall not be necessary to name the Association or the unit owners, although the policies shall contain a standard mortgagee endorsement covering all Mortgagees of Record. Such policies shall be deposited with the Insurance Trustee, who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof and of the agreement referred to in Article XIV B 1 above. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee, which may be any bank in Florida with trust powers, as may be appointed and designated by the Association. The Insurance Trustee shall not be liable for the payment of premiums, nor for the renewal or the sufficiency of the policies, nor for the failure to collect any insurance proceeds, nor for the form or content of the policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Association and the unit owners and their respective mortgagees, in the following shares, provided that such shares need not be set forth on the records of the Insurance Trustee:

- (a) Common Elements: Proceeds on account of damage to common elements--an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.
- (b) Units: Proceeds on account of damage to office units shall be in the following undivided shares:
- (i) Partial Destruction--When units are to be repaired and restored for the owners of the damaged units, in proportion to the cost of repairing the damage suffered by each unit owner.
 - (ii) Total Destruction of a condominium improvement, or where "very substantial" damage, as hereinafter defined in paragraph 6 of this Article, occurs and the condominium improvements are not to be restored, as provided hereinafter in this Article, for the owners of all condominium units so destroyed--each unit owner's share shall be in proportion to his share of the property so destroyed, determined by dividing the unit owner's square footage by the total square feet of the destroyed property.
- (c) Mortgagees: In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the Mortgagee of Record and the unit 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.
3. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners and expended or disbursed, after first paying or making provision for the payment of the expenses of the Insurance Trustee, in the following manner:
- (a) Reconstruction or Repair: It shall be presumed that the first monies from the insurance proceeds shall be in payment of costs for repair and restoration. If the damage for which the proceeds were paid is repaired and restored

and any proceeds remain after defraying such costs, they shall be distributed to the beneficial owners, all remittances to unit owners and their Mortgagees of Record being made payable jointly to them. This is a covenant for the benefit of any Mortgagee of Record of a unit and may be enforced by said Mortgagee of record. Said remittances shall be made solely to a Mortgagee of Record when requested by such Mortgagee of Record whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt subject to the provisions of Article XIV B 5(e) below.

- (b) Failure to Reconstruct or Repair: If it is determined in the manner elsewhere herein provided that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the beneficial owners, all remittances to unit owners and their Mortgagees of Record being made payable jointly to them. This is a covenant for the benefit of any Mortgagee of Record of a unit and may be enforced by such Mortgagee of Record. Said remittances shall be made solely to a Mortgagee of Record when requested by such Mortgagee of Record whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. In the event of loss or damage to personal property belonging to the Association, and should the Board of Administration of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus in the manner provided in this Article XIV b 3(a).
- (c) Certificate: In making distribution to unit owners and their Mortgagees of record, the Insurance Trustee may rely upon a certificate of the Association as to the names of the unit owners and their respective shares of the distribution. Upon request of the Insurance Trustee, the

Association forthwith shall deliver such certificate. In addition, the Insurance Trustee may rely on such a certificate as to whether or not the damaged property is to be repaired and restored and as to the payee and the amount to be paid from said proceeds.

4. If loss shall occur within a unit or units without damage to the common elements and/or the party wall between units, the provisions of this Article XIV B 5 below shall apply.
5. Where a loss or damage occurs within a unit or units and/or to the common elements, but said loss is less than "very substantial", as hereinafter defined in Article XIV B 6, it shall be obligatory upon the Association and the unit owner(s) to repair, restore, and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial",:
 - (a) The Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration.
 - (b) The proceeds, upon the written direction and approval of the Association, shall be endorsed by the Insurance Trustee over to the Association, which shall promptly contract for the repair and restoration of the damage. All payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee and execute any affidavit required by law, the Association, or the Insurance Trustee, and deliver same to the Insurance Trustee.
 - (c) Subject to the foregoing, the Association shall have the right and obligation to negotiate and contract for the repair and restoration of the condominium property and shall have the power to direct the disbursement of the funds held by the Insurance Trustee for the repair and restoration of the condominium property.
 - (d) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof if the work has actually been done), the Association shall promptly, upon determination of the deficiency, levy a special assessment against all

unit owners in proportion to each unit owner's share in the common elements for such portion of the deficiency as is attributable to the cost of restoration of the common elements and against the individual unit owner for the portion of the deficiency as is attributable to his individual unit; provided, however, that if the Association finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to a specific individual damaged unit, then the Association shall levy an assessment for the total deficiency against all of the unit owners in proportion to each unit owner's share in the common elements just as though all of said damage had occurred to the common elements. The special assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Insurance Trustee to the proceeds available for the restoration and repair of the property.

- (e) In the event the insurance proceeds are insufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan, any provision in any mortgage to the contrary notwithstanding.

6. As used in this DECLARATION or any other context dealing with this condominium, the term "very substantial" damage shall mean loss or damage whereby seventy-five percent (75%) or more of the total unit space in the office building or individual office unit, whichever is applicable, is rendered untenable, or loss or damage whereby seventy-five percent (75%) or more of the total amount of insurance coverage (placed as per this Article XIV B 1) becomes payable. Should such "very substantial" damage occur to the office building, then:

- (a) The Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.

(b) Thereupon, a membership meeting shall be called by the Association, to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to the abandonment of the office building subject to the following:

- (i) If the net insurance proceeds available for restoration and repair appear to be sufficient to cover the cost thereof so that no special assessment appears to be required, then the condominium property shall be restored and repaired unless the unit owners unanimously vote to abandon the condominium project and the Mortgagees of Record affecting all of the office units consent thereto, in which case the condominium property shall be removed from the provisions of the laws by recording in the Public Records of St. Lucie County, Florida, an instrument terminating this Condominium, which instrument shall further set forth the facts affecting the termination certified by the Association and executed by its President and Secretary. The termination of the condominium shall become effective upon the recording of said instrument, and the unit owners shall thereupon become owners as tenants in common in the property (i.e., the real and tangible and intangible personal property and any remaining structures of the condominium), and their undivided interests in such property shall be the same as their undivided interests in the common elements of this Condominium prior to its termination, and the mortgages and liens upon condominium parcels shall become mortgages and liens upon the undivided interest of such tenants in common with the same priority as existed prior to the termination of the condominium.
- (ii) If the net insurance proceeds available for restoration and repair, together with funds advanced by unit owners to replace insurance proceeds paid over to

mortgagees, do not appear to be sufficient to cover the costs thereof so that a special assessment appears to be required, and if a majority of the unit owners of this Condominium vote against special assessment and to abandon the condominium project and the Mortgagees of Record affecting all of the office units consent thereto, then it shall be so abandoned and the condominium property removed from the provisions of the Condominium Act and the condominium terminated, as set forth in this Article XIV B 6 (6) (i) above, and the unit owners shall be tenants in common in the property in such undivided interests, and all mortgages and liens upon the condominium parcels shall encumber the undivided interests as such tenants in common as is provided in this Article XIV B 6 (b) (i) above. In the event unit owners, by unanimous vote, vote in favor of special assessment, the Association shall immediately levy such special assessment, and the Association shall thereupon proceed to negotiate and contract for such repairs and restoration, subject to the provisions of Article XIV B 5 (c) above. These special assessment funds shall be delivered by the Association to the Insurance Trustee to be added to the proceeds available for the restoration and repair of the condominium property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property as provided in Article XIV B 3 (a) above.

In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, a finding by a majority of the eligible voters of the Association shall be binding upon all unit owners.

7. Any repair and restoration must be substantially in accordance with the plans and specifications for the original building or as the building was last constructed or

according to the plans approved by the Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all Mortgagees of Record shall also be required.

8. The Association is hereby irrevocably appointed agent for each unit owner for the purpose of compromising and settling claims arising under insurance policies purchased by the Association and to execute and deliver releases therefor upon the payment of claims.

C. Miscellaneous Insurance. The Association shall also carry other insurance as follows:

1. Workmen's Compensation insurance to meet the requirements of law;
2. Flood insurance, if required by Mortgagees of Record or if deemed desirable by the Board of Administration of the Association; and
3. Such other insurance shall be obtained as the Association shall determine from time to time to be desirable. Each individual unit owner shall be responsible for purchasing, at his own expense, if desired, liability insurance to cover accidents occurring within his own unit (as well as to cover unit owner's proportionate liability for acts or omissions of the Association in relation to the use of common elements under Florida Statute 718.119 to the extent liability insurance of the Association may be insufficient) and for purchasing insurance upon his own personal property. If available, and where applicable, the Association shall endeavor to obtain policies which provide that the insurer waives its right of subrogation as to any claims against unit owners, the Association, and their respective servants, agents, and guests.

D. Mortgagee's Right to Advance Premiums. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements reasonably required, the Mortgagee(s) of Record shall have the right, at its

(their) option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance and, to the extent of the money so advanced, said Mortgagee(s) of Record shall be subrogated to the assessment and lien rights of the Association as against the individual unit owners for the payment of such item of common expense.

E. Insurance Trustee's Fees. The fees of the Insurance Trustee, if any, shall be charged to the unit owners as a common expense.

XV. USE RESTRICTIONS

The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the office building, in useful condition, exists upon the land.

A. The use of each and every office unit shall be subject to all use restrictions and limitations running with the land and shall not be in conflict with, nor in violation of, any present or future zoning ordinance or ordinances of the County of St. Lucie, Florida, provided that any use which becomes a non-conforming but permissible use by virtue of a future ordinance shall be permissible.

B. The common elements, if any, and limited common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the use and enjoyment of the general or particular office unit owners, their business invitees, and guests.

C. No nuisances shall be allowed upon the condominium property, nor any use, noxious odor, or loud noise that is a source of annoyance to other office unit owners or which interferes with the peaceful possession and proper use of the property by other office unit owners. All parts of the condominium property shall be kept in a clean and sanitary condition and no rubbish, refuse, trash, or garbage allowed to accumulate, nor any fire hazard allowed to exist. No owner shall permit any use of his unit or make any use of the common elements that will increase the cost of insurance upon the condominium property.

D. No immoral, improper, offensive, or unlawful use shall be made of the condominium property, nor any part thereof, and all ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

E. After approval by the Association as elsewhere required, office units may be rented, provided the occupancy is by the lessee only.

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

G. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the common elements or limited common elements unless the express written consent of the Association has been secured.

H. Unless prior written approval has been obtained from the Association, a unit owner shall not cause anything to be affixed or attached to, hung, displayed, or placed on the exterior walls or roof, including awnings and/or storm shutters, doors, or windows of his unit; nor shall a unit owner grow any type of plant, shrubbery, flower, vine, or grass outside his unit; nor shall a unit owner place any furniture or equipment outside his unit.

XVI. MANAGEMENT, ALTERATIONS, REPAIRS, AND MAINTENANCE

A. The Board of Administration of the Association may enter into a contract with any firm, person, or corporation for the maintenance, repair, and management of this condominium property and may delegate to the manager all the powers and duties of the Association, except such as are specifically required by this DECLARATION or by the By-Laws to have the approval of the Board of Administration or the membership of the Association. The manager may be authorized to determine the budget, make assessments for common expenses, and to collect assessments as provided by this DECLARATION and the By-Laws.

B. There shall be no alteration nor further improvements of common elements (excluding normal and necessary maintenance and repair) without the prior approval of two-thirds (2/3) of all unit owners in the Association. The cost of any such alterations and improvements shall be assessed against all unit owners as a common expense.

C. Each unit owner agrees as follows:

1. To maintain in good condition and repair his unit and all interior surfaces within or surrounding his unit (such as the plaster comprising the walls, the ceilings, and floors), whether or not part of the unit or the common elements or limited common elements, and the entire interior of his unit and to maintain and repair the fixtures and equipment therein, including, without limitation thereto, the following, where applicable: drains, plumbing fixtures and connections, sinks, electric panels, and fixtures within the unit; interior doors, windows, screening and glass, including the operating mechanisms; and to pay for all utilities which are separately metered or charged to him or to his unit (including, but not limited to, water and electric bills). Where a unit is carpeted, the cost of maintaining and replacing the carpeting shall be borne by the unit owner, and each unit owner shall maintain the air conditioning and heating systems, including the duct work and replacement of filters associated with their unit.
2. Not to make or cause to be made any structural addition or alteration to his unit or to the common elements or limited common elements. Alterations within a unit may be made without the prior written consent of the Association. The installation or removal of a non-load bearing partition shall constitute an alteration within a unit and not an alteration or addition to a unit.
3. To make no alterations, decorations, repairs, replacements, or changes of the common elements, limited common elements, or to any outside or exterior portion of the building, whether within a unit or part of the common elements or limited common elements. Said parties shall comply with the rules and regulations adopted by the Association. The unit owner shall be liable for all damages to another unit, the common elements, or the condominium property caused by the unit owner's contractor, subcontractor, or employee, whether said damages are caused by negligence or otherwise.

4. To allow the Association, the Board of Administration, or the agents or employees of the Association to enter into any unit for the purpose of maintenance, inspection, repair, or replacement of the improvements within the units, the common elements, or the limited common elements or to determine compliance with the provisions of this DECLARATION and the By-Laws of the Association.

5. To show no signs, advertisements, or notice of any type on the common elements, limited common elements, or his unit except that standard company, professional, or corporation slogans and logos may be permitted on each unit's entry door, in addition to the name of the office unit owner, as provided for in this Article XVI F.

D. In the event the owner of a unit fails in his maintenance obligations as set forth herein or makes any alterations without the required written consent or otherwise violates or threatens to violate the provisions hereof, the Association shall have the right to proceed in a court of equity for an injunction to seek compliance with the provisions hereof. In lieu thereof and in addition thereto, the Association shall have the right to levy an assessment against the owner of a unit and the unit for such necessary sums to remove any unauthorized addition or alteration and to restore the unit common elements or limited common elements to good condition and repair. Said assessments shall have the same force and effect as all other special assessments, and the Association shall have a lien on the unit to enforce same and for the reasonable collection costs and attorney's fees incident thereto. The Association shall have the further right to have its employees or agents or any subcontractors appointed by it enter a unit at all reasonable times to do such work as is deemed necessary by the Association to enforce compliance with the provisions thereof.

E. The Association shall determine the exterior color scheme of the building, all exteriors, and the liners for all window draperies, and no unit owner shall paint an exterior wall, door, window, or any exterior surface or install drapes without approved liners or install other window treatment or replace anything thereon or affixed thereto without the written consent of the Association.

F. The location, size, color, and letter size of all individual signs shall be as approved by the Association prior to placement on the door of each office unit. No other signs shall be allowed in any location or type without prior written approval of the Association. Such approval of the Association may not be revoked once it has been granted.

XVII. DEVELOPMENT PLAN

The Developer is creating a single condominium with one office building on the subject property. There will be no merger of the common elements of this condominium with any other condominium.

XVIII. EASEMENTS

A. Easements are hereby granted, created, and reserved through each unit for conduits, ducts, plumbing, wiring, and other facilities for furnishing of utility services to the units and the common elements. An easement of support is also hereby created, granted, and reserved in every portion of the unit which contributes to the support of the building.

B. The Condominium Association, its members, the Developer, its successors and assigns, and the Developer's designees are hereby granted a non-exclusive easement for ingress and egress over through, and across the paved areas of the common elements and limited common elements, other than parking spaces, for vehicular and pedestrian purposes. The aforesaid parties are further granted a pedestrian easement over and across the common elements and limited common elements of the condominium. The aforesaid easements shall also be for the benefit of all unit owners of a portion of the real property and persons occupying said lands or portions of the land as determined by Developer. The terms "street easement", "ingress and egress easement", "roadway", and "roadway easement" wherever used throughout the DECLARATION and exhibits attached hereto shall mean the same and are for vehicular and/or pedestrian purposes as the context requires. The Developer hereby grants to the parties aforementioned an easement for ingress and egress for vehicular and pedestrian purposes over and across the

paved areas of the common elements to provide access to and from said condominium office unit to the nearest public street, road, or right-of-way and to provide access over and across all paved areas within the condominium, provided said paved area is intended for use as a driveway, street, or road.

C. The unit owners agree that if any portion of a unit, common element, or limited common element encroaches upon another, a valid easement for the encroachment and maintenance of same, so long as it stands, shall and does exist. In the event the condominium office building is partially or totally destroyed and then rebuilt, the owners of the condominium parcels agree that encroachments on parts of the common elements, limited common elements, or units, as aforesaid, due to construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist.

XIX. MISCELLANEOUS PROVISIONS

A. No owner of a condominium parcel may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common elements or limited common elements on the condominium property or by the abandonment of his unit.

B. The owners of each and every unit shall be subject to ad valorem taxes with the appropriate taxing authority of the County wherein the condominium is situate. Nothing herein shall be construed, however, as giving to any unit owner the right to contribution or any right of adjustment against any other unit owner on account of any deviation by the taxing authorities from the valuation herein prescribed; each unit owner shall pay such ad valorem taxes and special assessments as are separately assessed against the condominium parcel.

C. All provisions of the DECLARATION and exhibits attached hereto shall be construed to be covenants running with the land and of every part thereof and interest therein, including, but not limited to, every unit and the appurtenances thereto and every unit owner and claimant of the property, or any part thereof, or of any interest therein, and his heirs, executors, administrators, successors, and assigns shall be bound by all of the provisions of said DECLARATION and exhibits annexed hereto.

D. If any of the provisions of this DECLARATION, the By-Laws, or the Condominium Act, or any section, sentence, clause, phrase, or word or application thereof, in any circumstances, is held invalid or unenforceable, the validity of the remainder of this DECLARATION, the By-Laws, or the Condominium Act, and of the application of any such provision, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby.

E. Whenever notices are required to be sent hereunder, the same may be delivered to unit owners either personally or by certified mail, return receipt requested, addressed to such unit owners at their place of business in the condominium, unless the unit owner has, by written notice duly receipted for, specified a different address. Notices to the Association shall be delivered by certified mail, return receipt requested, to the Secretary of the Association at the Secretary's office in the condominium or, in the case of the Secretary's absence, to the President of the Association at his office in the condominium or, in his absence, to any member of the Board of Administration of the Association. Proof of such mailing shall be by post office receipt.

All notices shall be deemed and considered sent when mailed. Any party may change his mailing address by written notice, duly receipted for. Notices required to be given to a deceased unit owner may be given to his personal representative or, if there is no personal representative, to his devisee, either personally or by mail to such party at the address appearing in the records of the court wherein the estate of such deceased unit owner is being administered.

F. In any action or proceeding between the Association and a unit owner or unit owners, the prevailing party shall be entitled to recover a reasonable attorney's fee and the costs and expenses of litigation, including appeals.

G. Whenever the context so requires, the use of any gender shall be deemed to include all genders and the use of the singular shall include the plural and plural shall include the singular. The provisions of this DECLARATION shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the condominium.

H. The captions used in this DECLARATION OF CONDOMINIUM and exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of the text of this DECLARATION or exhibits hereto annexed.

I. All costs of water and sewage service to the condominium property, as well as trash removal, gas (if any), and electric service to the condominium property, shall be and are hereby declared to be a common expense of the Condominium Association, except as provided in Article XVI C 1.

J. The real property submitted to condominium ownership herewith is subject to conditions, limitations, restrictions, reservations, easements, and all of the terms and provisions in this DECLARATION and exhibits attached thereto, and all matters of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for utility service, drainage, and other purposes now existing.

K. Notwithstanding the fact that the present provisions of the Condominium Act of the State of Florida are incorporated by reference and included herein, the provisions of this DECLARATION and exhibits attached hereto shall be paramount to the Condominium Act as to those provisions where permissive variances are permitted; otherwise, the provisions of said Condominium Act shall prevail and shall be deemed incorporated herein (as same exists as of the recording of this DECLARATION).

L. The property submitted to condominium ownership herewith is and shall be limited to the construction, maintenance, and operation of a medical office building for the care and treatment of human beings by licensed medical doctors and parking facilities incidental thereto. Ownership and occupancy of units shall be only by such licensed medical doctors. "Licensed medical doctors" is defined, for purposes of this DECLARATION, as medical doctors pursuant to Chapter 458, Florida Statutes, 1979, and all amendments thereto. Specifically excluded is a commercial laboratory and a commercial X-ray; provided, however, this shall in no way restrict any occupant of the aforesaid office building from maintaining and performing his

own individual laboratory and X-ray procedures for his patients. "Commercial laboratory" and "commercial X-ray" are defined, for purposes of this DECLARATION, as including, but not limited to, any laboratory or X-ray work performed by an occupant of the building for any other occupant of the building or for any third party. This paragraph shall be a covenant running with the land and shall be binding until such time as HOSPITAL CORPORATION OF AMERICA or its subsidiary ceases to operate an acute care hospital adjacent to the property herein.

M. Attached hereto as Exhibit "F" is the Contract for the Sale of Condominium Unit, which such contract is a part of this DECLARATION by reference hereof.

N. Attached hereto as Exhibit "G" is a Management Agreement by and between HOSPITAL CORPORATION OF AMERICA and PORT ST. LUCIE MEDICAL PLAZA ASSOCIATION, INC., which such Management Agreement is made a part of this DECLARATION by this reference.

IN WITNESS WHEREOF, the Developer has caused this DECLARATION to be executed this 13 day of June, 1983.

Signed, sealed, and delivered
in the presence of:

HOSPITAL CORPORATION OF AMERICA,
a Tennessee corporation

Larry D. Barnett
Helen W. Cobb

By: David J. Malone, Jr.
DAVID J. MALONE, JR.
Vice President

(SEAL)

Signed, sealed, and delivered
in the presence of:

Anne-Marie Owens

[Signature]

(SEAL)

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

By: [Signature]
President

Attest: [Signature]
Secretary

STATE OF FLORIDA

COUNTY OF ST. LUCIE

BEFORE ME, the undersigned authority, personally appeared
THOMAS G. HONAKER, III, to me well known to be the person
described in and who executed the foregoing instrument as President
of PORT ST. LUCIE MEDICAL PLAZA ASSOCIATION, INC., a Florida
Corporation not for profit, and he severally acknowledged before me
that he executed such instrument as such officer of said corporation
and that it was affixed to said instrument by due and regular
corporate authority and that the said instrument is the free act and
deed of said corporation.

WITNESS my hand and official seal at said County and State this
2nd day of September, 1983.

My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 16 1984
BONDED THRU GENERAL INS. UNDERWRITERS

(SEAL)

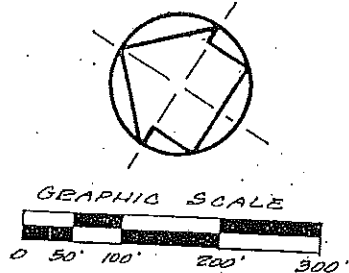
[Signature]
NOTARY PUBLIC - Lois Wilson
STATE OF FLORIDA AT LARGE

LEGAL DESCRIPTION

A portion of Tract "E" in Port St. Lucie Section Fifty according to the Plat thereof recorded in Plat Book 20, at pages 14, 14a thru 14c of the Public Records of St. Lucie County, Florida being more particularly described as follows:

Beginning at the Southwest corner of Tract "E" thence North $27^{\circ}53'44''$ West along the Northerly right-of-way line of Hillmore Drive a distance of 212.22 feet to a POINT OF CURVATURE; thence Northwesterly along the arc of a curve, concave to the Southwest having a radius of 550 feet through a central angle of $4^{\circ}44'32''$ a distance of 45.52 feet; thence North $54^{\circ}35'01''$ East a distance of 88.01 feet to a POINT OF CURVATURE; thence Northeasterly along the arc of a curve concave to the South having a radius of 147.50 feet through a central angle of $12^{\circ}00'00''$ a distance of 30.89 feet to the POINT OF TANGENCY; thence North $66^{\circ}35'01''$ East a distance of 215.00 feet to a POINT OF CURVATURE; thence Northeasterly along the arc of a curve concave to the North having a radius of 282.50 feet through a central angle of $28^{\circ}49'58''$ a distance of 142.16 feet to a POINT OF REVERSE CURVE; thence Southeasterly along the arc of a curve concave to the South having a radius of 20.0 feet through a central angle of $83^{\circ}49'57''$ a distance of 29.26 feet to the POINT OF TANGENCY; thence South $58^{\circ}25'00''$ East a distance of 208.82 feet to a point in the East line of said Tract "E"; thence South $04^{\circ}03'30''$ East along said East line a distance of 97.90 feet to the Southeast corner of said Tract "E"; thence South $62^{\circ}06'16''$ West along the South line of said Tract "E" a distance of 561.05 feet to the POINT OF BEGINNING.

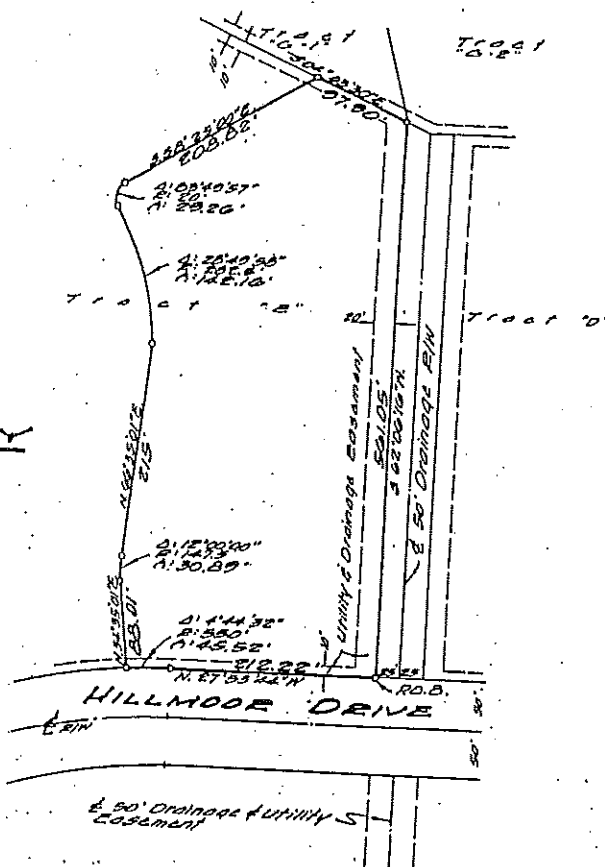
EXHIBIT "A"



SKETCH OF SURVEY

NOTE:

- 1) See "SITE PLAN" for AS-BUILT LOCATIONS



LEGAL DESCRIPTION

A portion of Tract "E" in Port St. Lucie Section Fifty according to the Plat thereof recorded in Plat Book 20, at pages 14, 14a thru 14c of the Public Records of St. Lucie County, Florida being more particularly described as follows:

Beginning at the Southwest corner of Tract "E" thence North $27^{\circ}53'44''$ West along the Northerly right-of-way line of Hillmore Drive a distance of 212.22 feet to a POINT OF CURVATURE; thence Northwesterly along the arc of a curve, concave to the Southwest having a radius of 350 feet through a central angle of $4^{\circ}44'32''$ a distance of 45.32 feet; thence North $34^{\circ}35'01''$ East a distance of 88.01 feet to a POINT OF CURVATURE; thence Northeasterly along the arc of a curve concave to the South having a radius of 147.30 feet through a central angle of $12^{\circ}00'00''$ a distance of 30.89 feet to the POINT OF TANGENCY; thence North $66^{\circ}35'01''$ East a distance of 213.00 feet to a POINT OF CURVATURE; thence Northeasterly along the arc of a curve concave to the North having a radius of 282.30 feet through a central angle of $28^{\circ}49'33''$ a distance of 142.16 feet to a POINT OF REVERSE CURVE; thence Southeasterly along the arc of a curve concave to the South having a radius of 20.0 feet through a central angle of $83^{\circ}49'57''$ a distance of 29.26 feet to the POINT OF TANGENCY; thence South $38^{\circ}25'00''$ East a distance of 208.82 feet to a point in the East line of said Tract "E"; thence South $04^{\circ}03'30''$ East along said East line a distance of 97.90 feet to the Southeast corner of said Tract "E"; thence South $62^{\circ}06'16''$ West along the South line of said Tract "E" a distance of 361.03 feet to the POINT OF BEGINNING.

Surveyors Certificate

For
Sketch of Survey, site plan and building sketches
The "PORT ST. LUCIE MEDICAL PLAZA, AN OFFICE CONDOMINIUM"

I hereby certify that the survey, legal description, and graphic descriptions of the site plan and building sketches are correct representations of the improvements described thereon and that the construction of said improvements is substantially complete, or as noted, so that such material together with the provisions of the Declaration of Condominium of "PORT ST. LUCIE MEDICAL PLAZA, AN OFFICE CONDOMINIUM" St. Lucie County, Florida describing the Condominium property is an accurate representation of the dimensions and/or location of the improvements and that the location of the common elements as represented and the location and identification of each Unit included within can be determined from these materials.

Survey and this Certification pertains to legal description shown.
The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries and/or the property.

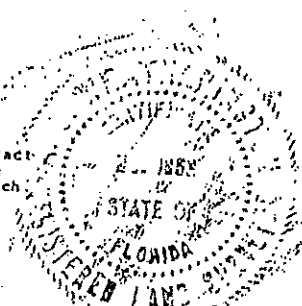
Dated at Fort Pierce Florida, this 15th day of August, 1983

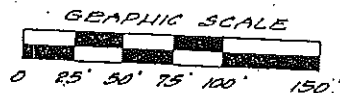
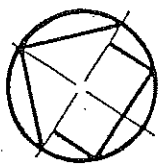
PREPARED BY:

A. Gerald Weatherington,
Registered Land Surveyor
Certificate No. 1839

EXHIBIT B PAGE 1

GERALD WEATHERINGTON
Reg. Land Surveyor
2809 Orange Ave.
Fort Pierce, Fla.



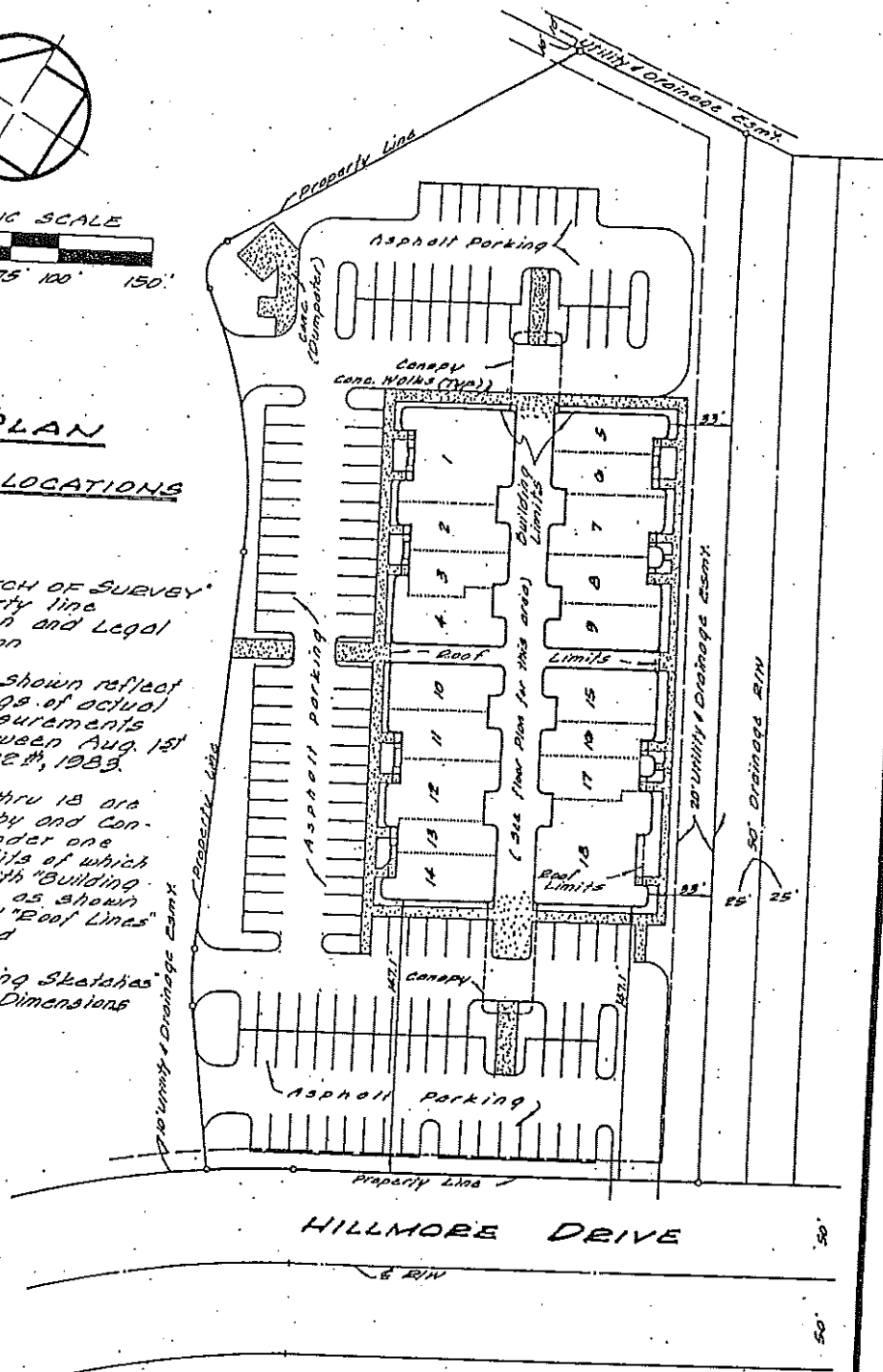


SITE PLAN

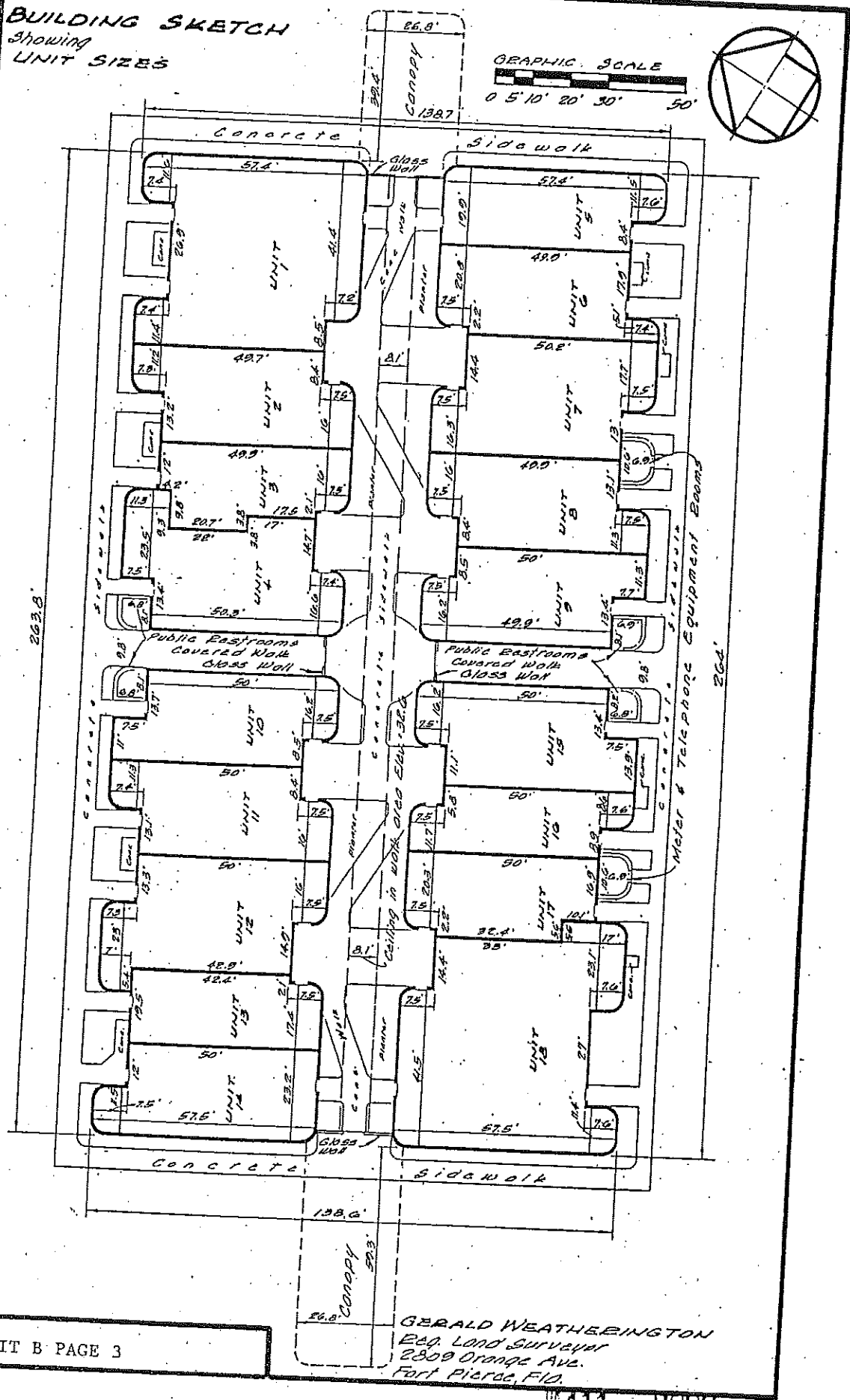
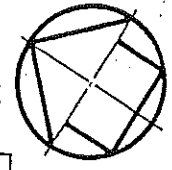
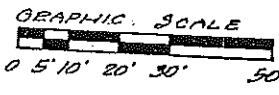
Showing
AS-BUILT LOCATIONS

NOTE:

- 1.) See "SKETCH OF SURVEY" for property line information and Legal Description
- 2.) Locations shown reflect the findings of actual field measurements taken between Aug. 1st and Aug. 12th, 1983.
- 3.) Units No 1 thru 18 are connected by and constructed under one roof, the limits of which coincide with "Building Limits" line as shown and dashed "Roof Lines" as indicated
- 4.) See "Building Sketches" for Building Dimensions

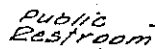
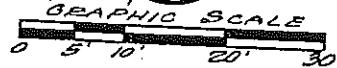


BUILDING SKETCH Showing UNIT SIZES



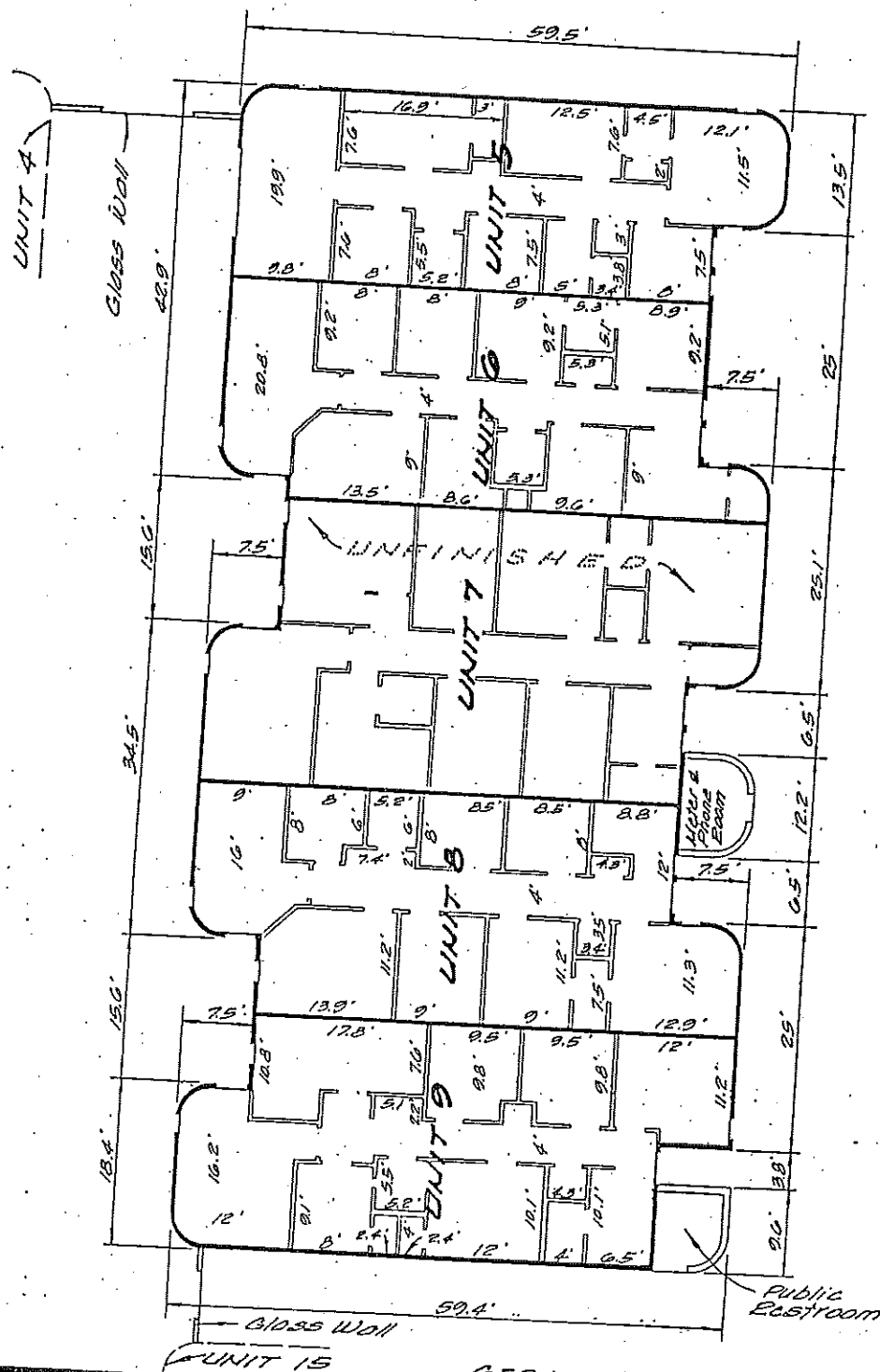
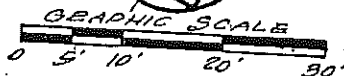
GERALD WEATHERINGTON
REG. LAND SURVEYOR
2809 Orange Ave.
Fort Pierce, FL

Mean Floor Elev. = 18.0
Mean Ceiling Elev. = 26.8

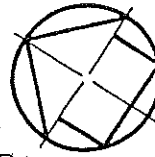


GERALD WEATHERINGTON
Reg. Land Surveyor
2809 Orange Ave.
Fort Pierce, Fla.

Mean Floor Elev.: 18.6
Mean Ceiling Elev.: 26.8

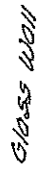


Mean Floor Elev. = 18.6
Mean Ceiling Elev. = 26.8



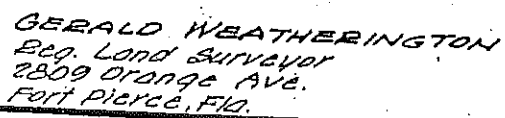
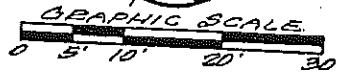
GRAPHIC SCALE

UNIT 4



GERALD WEATHERINGTON
Reg. Land Surveyor
2800 Orange Ave.
Fort Pierce, Fla.

UNIT 9



UNIT PERCENTAGE OF OWNERSHIP

(Individual unit area divided by the total of the individual unit areas for units 1 thru 18.)

| | |
|---------|---------|
| Unit 1 | 10.29% |
| Unit 2 | 4.88% |
| Unit 3 | 3.73% |
| Unit 4 | 6.25% |
| Unit 5 | 4.27% |
| Unit 6 | 4.62% |
| Unit 7 | 6.20% |
| Unit 8 | 4.89% |
| Unit 9 | 4.96% |
| Unit 10 | 4.95% |
| Unit 11 | 4.92% |
| Unit 12 | 6.31% |
| Unit 13 | 3.79% |
| Unit 14 | 4.92% |
| Unit 15 | 5.48% |
| Unit 16 | 3.53% |
| Unit 17 | 4.17% |
| Unit 18 | 11.84% |
| Total | 100.00% |

AKES GROSS \$1,376.24

EXHIBIT C

GERALD WEATHERINGTON
Reg. Land Surveyor
2809 Orange Ave.
Fort Pierce, Fla.