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2614398 ORANGE CO. FL.
02:48:40PM 10/07/86

MEDPLEX A AT SAND LAKE COMMONS

DECLARATION OF CONDOMINIUM

OR3826 PG1840

Florida	Paid	THOMAS H. LOCKER,
Rec Fee	\$ 317.00	Orange County,
Doc Tax	\$	Comptroller
Int Tax	\$	By <u>10218</u>
Total	\$ 317.00	Deputy Clerk

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EXHIBITS

- A - Legal Description of Condominium Property
- B - Condominium Plot Plan
- C - Articles of Incorporation
- D - Bylaws
- E - Percentage Ownership of Common Elements

OR3826 PG 1842

DECLARATION OF CONDOMINIUM

OF

MEDPLEX A AT SAND LAKE COMMONS - A CONDOMINIUM

ARTICLE I

Made this 29th day of September, 1986, by Commons Development Group, A Florida general partnership, its successors and assigns, herein called "Declarant."

WHEREIN, the Declarant makes the following declarations:

1. Purpose. The purpose of this Declaration is to submit the land and all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use therewith, to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, as amended as of the date of recording hereof. It is declared that all of the hereinafter described property is to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the limitations, restrictions, easements, conditions and covenants hereinafter contained, all of which are declared and agreed to be in furtherance of a plan for the protection, maintenance, improvement and sale of the Condominium Property. All provisions of this Declaration, including without limitation the easements, uses, obligations, covenants, conditions and restrictions hereof are hereby imposed as equitable servitudes upon the Condominium Property. All of the limitations, restrictions, easements, conditions and covenants herein shall run with the Property and shall be binding on and for the benefit of all the Condominium Property and all parties having or acquiring any right, title or interest in and to the Condominium Property, or any part thereof, and their successors or assigns,

1.1 Name and Address. The name by which this condominium is to be identified is:

MEDPLEX A AT SAND LAKE COMMONS - A CONDOMINIUM
(hereinafter referred to as the Condominium) and its address is 7300 Sand Lake Commons Blvd, Orlando, Florida.

1.2 The Property. Declarant is the owner of record of the real property located in Orange County, Florida (the "Land") which is more particularly described on Exhibit "A" attached hereto and incorporated herein.

2. Definitions. The terms used in this Declaration and the Exhibits hereto shall have the meaning stated in the Condominium Act and as follows unless the context otherwise requires:

2.1 Assessment. The Assessment means a share of the fund required for the payment of common expenses incurred in the operation of the Condominium and the common elements, and other expenses incurred, as defined herein, and such assessment shall be borne by the unit owners.

2.2 The Association. The Association means MEDPLEX A AT SAND LAKE COMMONS, INC., a Florida corporation not for profit, and its successors. The Association shall have as members all owners of units in the Condominium, and the said Condominium shall be subject to the jurisdiction of the said Association as provided in this Declaration and the Articles of Incorporation and Bylaws of the Association.

2.3 Common Elements. Common elements shall include:
(a) The Condominium Property not included in the units: (b)

tangible personal property utilized for the maintenance and operation of the common elements even though owned by the Association; and (c) all those items stated in the Condominium Act. Without limiting the generality of the foregoing, common elements shall mean all areas and improvements in the Condominium except the units, as aforesaid, and shall further include for maintenance purposes of the Association, but not necessarily by way of fee title, all water and waste pipes, all sewer, all ducts, conduits, wires, and other utility installations of the structure wherever located (except the outlets thereof when located within the units), all bearing walls, columns, unfinished floors, the roof and its supporting structures, foundation slab, foundation, landscaping and drainage facilities and areas, exterior walkways, or other common facilities or equipment not defined as part of the units and located within or upon the lands described on Exhibit "A."

2.4 Common Expenses. Common expenses include the actual and estimated: (a) expenses of administration and management of the Condominium property including but not limited to compensation paid by the Association to managers, accountants, attorneys or other employees; (b) expenses of maintenance, operation, repair or replacement of common elements, and of the portions of units to be maintained by the Association; (c) expenses declared common expenses by the provisions of this Declaration or the Bylaws; (d) any valid charge against the Condominium as a whole; (e) reasonable reserves, whether held in trust or by the Association, for repair, replacement or addition to the common elements or any other real or personal property acquired or held by the Association; (f) the costs of utilities metered to more than one unit and other commonly metered charges for the Condominium; (g) costs of trash collection and removal; (h) costs of any common parking validation or control program conducted by the Association; (i) costs of janitorial services conducted by the Association; (j) the costs of all gardening, security and other services benefitting the common elements; (k) the costs of fire, casualty and liability insurance, worker's compensation insurance, errors and omissions and director, officer and agent liability insurance, and other insurance covering the common elements and the directors, officers and agents of the Association; (l) the costs of bonding the members of the Board; (m) other expenses incurred by the Association, for any reason whatsoever in connection with the Condominium, for the benefit of the owners. To the extent not assessed to or paid by the unit owners, the Association may pay all real and personal property taxes and assessments levied upon any portion of the Condominium property.

2.5 Common Surplus. Common surplus means the amount by which the receipts of the Association, including, but not limited to, assessments, rents, profits, and revenues received on account of common elements, exceed the amount of common expenses.

2.6 Condominium or Condominium Property. Condominium or Condominium Property means all of the Condominium property as a whole where the context so permits including all improvements and all easements and rights-of-way appurtenant thereto and intended for use in connection with the Condominium.

2.7 Condominium Parcel. Condominium Parcel means a unit together with the undivided share in the common elements which is appurtenant to the unit.

2.8 Declarant. Declarant means COMMONS DEVELOPMENT GROUP, a Florida general partnership, whose address is 7680 Republic Drive, Ste. 110, Orlando, Florida 32819, its successors, and any person or entity to which it shall have assigned its rights hereunder, in whole or in part, by an express written assignment.

2.9 Institutional Mortgage or Institutional First

Mortgage. An institutional mortgage or institutional first mortgage shall include but not be limited to a mortgage held by a bank, life insurance company, union pension fund authorized to do business in the State of Florida, savings and loan association, mortgage company, mortgage brokerage company, the Declarant, any agency of the United States Government and the holder of any mortgage insured by any agency of the United States Government. When an institutional first mortgage by some circumstance fails to be a first mortgage, it shall nevertheless for the purposes of this Declaration and the Exhibits annexed hereto be deemed an institutional first mortgage and the holder thereof shall be deemed an institutional first mortgagee. All references in this Declaration to a first mortgage shall be deemed to include an institutional first mortgage.

2.10 Lease. A lease shall mean the grant, either oral or in writing, by a unit owner of a right of use, temporary or otherwise, of said owner's unit.

2.11 Limited Common Elements. Limited Common Elements means those common elements which are reserved for the use of certain condominium unit or units to the exclusion of other units as specified in the Declaration of Condominium.

2.12 Notice and Hearing. Notice and hearing shall mean written notice and a hearing before the Board of Directors of the Association at which meeting the owner concerned shall have an opportunity to be heard in person, or by counsel at the owner's expense, in the manner provided by the Declaration, the Association Articles of Incorporation, its Bylaws or in the Rules and Regulations of the Association.

2.13 Operation. Operation or operations of the Condominium includes the administration and management of the Condominium property.

2.14 Attorney's Fees. Attorney's fees mean and include reasonable fees for the services of attorneys at law whether or not judicial or administrative proceedings are involved, and if judicial or administrative proceedings are involved, then of all review of the same by appeal or otherwise.

2.15 Special Assessment. Special assessments shall include charges levied by the Association against an owner and his unit for excessive or extraordinary use of commonly-metered utilities including, if applicable, water, electricity, air conditioning and heating systems and other services or utilities as provided herein. Special assessment shall also refer to any charge against a particular unit owner and his unit directly attributable to, or reimbursable by, the said owner, equal to the cost incurred by the Association for the service or utility or for corrective action performed pursuant to the provisions of this Declaration, plus interest, a reasonable fine or penalty and other charges thereon as provided for in this Declaration or the Association Articles of Incorporation, Bylaws or Rules and Regulations.

2.16 Unit. Unit means a part of the Condominium property which is subject to exclusive ownership.

2.17 Unit Owner. Unit owner means the owner of a Condominium parcel.

2.18 Utility Services. Utility services as used in the Condominium Act and construed with reference to the Condominium and as used in the Declaration and Bylaws shall include but not be limited to electric power, telephone, water, gas, heating, air conditioning, cable television, garbage and sewer disposal.

3. Development Plan. The Condominium is described and

established as follows:

3.1 Plot Plans and Survey. Set forth on attached Exhibit "B" is a certification by James T. Viers, Registered Florida Land Surveyor # 4081, that the construction of the improvements described is substantially complete so that the description of improvements as shown in the "Condominium Plot Plans," (hereinafter referred to as "Plot Plans"), a copy of which is attached hereto as Exhibit "B" and which is recorded in Condominium Book 13, Pages 133 through 136, Public Records of Orange County, Florida, together with the provisions of the Declaration describing the Condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

3.2 Amendment of Plans. Declarant reserves the right to change the interior design and arrangement of all units so long as Declarant owns the units so changed and altered, without necessity of amendment hereto. As long as title to a unit in the Condominium is vested in the Declarant, the Declarant shall have the right, without further authorization from other unit owners or the Association, to subdivide or otherwise re-align any unit held by the Declarant in order to facilitate unit sales and to reflect such change in the affected unit or units by a recorded amendment to the Declaration. In no event, however, shall such subdividing or other re-aligning of units held by the Declarant; (a) alter or diminish the common elements; (b) alter or diminish the undivided interest in the common elements, and voting rights of units not then owned by the Declarant or units owned by Declarant but under a contract of sale not then in default; or (c) diminish the total undivided interest in the common elements, voting rights and share of common charges previously allocated to the unit undergoing subdividing or re-aligning. Neither this provision nor the authority of the Declarant to record an amendment to the Declaration may be modified or deleted by amendment of the Declaration until such time as the Declarant shall have conveyed title to all units. An amendment subdividing or re-aligning any unit in accordance with this paragraph need be signed and acknowledged only by the Declarant and approved by the holders of the institutional mortgages of units affected, and such amendment shall not require the approval of unit owners, unit purchasers, mortgagees of unaffected units or the Association.

3.3 Easements. Each of the following easements is reserved through the Condominium property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the Condominium:

(a) Utilities. Easements are reserved to the Declarant, Association and such utility companies to which the Declarant or Association may grant or assign its easements as may be required for the entrance upon, construction, maintenance and operation of present and future utility services to adequately serve the Condominium and such other equipment as may be required throughout the Condominium, it being expressly agreed that Declarant, Association or the utility company making the entry shall restore the property as nearly as practicable to the condition which existed prior to commencement of construction of such utility, provided, however, easements herein reserved which necessitate entry through a unit shall only be according to the plans and specifications for the building containing the unit or as the building is actually constructed, unless approved in writing by the affected unit owner.

In addition, easements are reserved to the Declarant,

Association or such utility companies to which the Declarant or Association may grant or assign its easements for such further utility easements over and across the Condominium property as may be required from time to time to service the Condominium property.

(b) Encroachments. In the event that any unit shall encroach upon any of the common elements or upon any other unit for any reason other than the intentional or negligent act of the unit owner, or in the event any common element shall encroach upon any unit, then an easement for maintenance, replacement, operation and use of the encroaching unit or common element shall exist to the extent of that encroachment for so long as the encroachment shall exist.

(c) Pedestrian and Vehicular Traffic. As further provided in Subsections (f) and (h) of this Section, an easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, lanes and other portions of the common elements as may be from time to time intended and designated for such purpose and use, and for the vehicular traffic over, through and across such portions of the common elements as may be paved from time to time and intended for such purposes, and such easements shall be for the use and benefit of the unit owners and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium property except to the extent that space may be specifically designated or assigned for parking purposes.

(d) Declarant Rights and Reservations. Easements including, but not limited to, ingress and egress, are hereby reserved and shall exist through and over the Condominium property as may be required by Declarant for the completion of the contemplated improvements and sale of said units. Neither the unit owners nor the Association, nor the use of the Condominium property, shall interfere in any way with such completion and sale. Nothing in this Declaration, the Association Articles, Bylaws or the Rules and Regulations shall limit, and no owner nor the Association shall do anything to interfere with, the right of Declarant to subdivide or resubdivide any portion of the Condominium property, or to complete improvements to and on the common property or any portion of the Condominium owned solely or partially by Declarant, or to alter the foregoing or its construction plans and designs, or to construct such additional improvements as Declarant deems advisable in the course of development of the Condominium. Such right shall include, but shall not be limited to, the right to install and maintain such structures, displays, signs, billboards, flags and sales offices as may be reasonably necessary for the conduct of its business of completing the work and disposing of the units by sale, lease or otherwise. Each owner by accepting a deed to a unit hereby acknowledges that the activities of Declarant may temporarily or permanently constitute an inconvenience or nuisance to the owners, and each owner hereby consents to such inconvenience or nuisance, provided that Declarant's activities shall not unreasonably interfere with the owners' occupation, use and enjoyment of their units. This Declaration shall not limit the right of Declarant at any time prior to acquisition of title to a unit by a purchaser from Declarant to establish on that unit additional licenses, easements, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be necessary to the proper development and disposal of the Condominium property. Declarant may use any unit owned by Declarant in the Condominium as model complexes or sales or leasing offices. All or part of the rights of Declarant hereunder and elsewhere in the Condominium documents may be assigned by Declarant to any assignee or successor in interest to all or a portion of Declarant's interest. Notwithstanding any other provision of this Declaration, the prior written approval of Declarant, as developer of the Condominium,

will be required before any amendment to this Article shall be effective. Declarant shall be entitled to the nonexclusive use of the common elements and any facilities thereon, without further cost for access, ingress, use or enjoyment, in order to show the Condominium property to its prospective purchasers or lessees and dispose of the units as provided herein. Declarant, its successors and tenants, shall also be entitled to the non-exclusive use of any portions of the Condominium which comprise drives and walkways for the purpose of ingress, egress and vehicular and pedestrian traffic to and from the Condominium.

(e) Association Easement. The Association shall have an easement over the common elements for the purposes described in this Declaration.

(f) Members' Easements of Use and Enjoyment of Common Areas. Subject to the provisions of this Declaration, every Member of the Association shall have for himself, his employees, guests and invitees, a perpetual nonexclusive easement of access, ingress, egress, use and enjoyment of, over, in and to the common elements, and such easement shall be appurtenant to and pass with the title to every unit in the Condominium. The rights and easements of use and enjoyment of the common elements created by this Declaration shall be subject to the restrictions and limitations set forth in this Declaration, the Association Articles of Incorporation and Bylaws and the following:

(i) The right of the Association to consent to or otherwise cause the construction of additional improvements on the common elements and to consent to or otherwise cause the alteration or removal of any existing improvements on the common elements for the benefit of unit owners and in accordance with the terms of the foregoing enumerated Condominium documents;

(ii) The easements reserved to the Declarant, Association and grantee utility companies described in Section 3.3(a);

(iii) The easements for encroachments described in Section 3.3(b) hereof;

(iv) The rights and reservations of Declarant as set forth in this Declaration;

(v) The right of the Association through its Board of Directors to establish uniform rules and regulations pertaining to the use of the common elements.

(g) Delegation of Use. Any unit owner entitled to the right and easement of use and enjoyment of the common elements may delegate his right to use and enjoyment of the common elements to his tenants, contract purchasers or subtenants who occupy his unit, subject to reasonable regulation by the Association, and subject to the provisions of Section 10 and Section 16 below.

(h) Project Easements and Rights of Entry.

(i) Access. Declarant expressly reserves for the benefit of the owners reciprocal, nonexclusive easements for access, ingress and egress over all of the common elements, including any hallways and walkways, currently existing within the common elements, which easements may be conveyed by Declarant to owners and to the Association for so long as Declarant owns any interest in the Condominium. Subject to the provisions of this Declaration governing use and enjoyment thereof, the easements may be used by Declarant, its successors, assigns, purchasers and all owners, their patrons, employees, guests, patients, tenants and invitees temporarily visiting the Condominium,

for walkways, vehicular access and such other purposes as may be reasonably necessary for use and enjoyment of a unit in the Condominium.

(ii) Maintenance and Repair. Declarant expressly reserves for the benefit of the Board of Directors and all agents, officers and employees of the Association, non-exclusive easements over the common elements as necessary to maintain and repair the common elements and to perform all other tasks in accordance with the provisions of this Declaration. Such easements over the common elements shall be appurtenant to and binding upon, and shall pass with the title to, every unit conveyed.

(iii) Rights of Entry. The Board of Directors and its authorized agents shall have a limited right of entry in and upon the common elements and the interior of all units for the purpose of inspecting the Condominium property and taking whatever corrective action may be deemed necessary or proper by the Board of Directors, consistent with the Provisions of this Declaration and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, including providing necessary common element repairs or maintenance, inspecting and reading of any electrical metering devices and correcting any emergency originating in or threatening the units. The Board shall be entitled to obtain a key to all offices in order to facilitate this right. However, nothing herein shall be construed to impose any obligation upon the Association to maintain or repair any property or improvements required to be maintained or repaired by the owners. Subject to the foregoing and to the use restrictions set forth herein, each owner shall be entitled to exclusive occupancy and control over the interior of his unit. Furthermore, an owner shall permit other owners or their representatives to enter his office for the purpose of performing required installations, alterations or repairs to the mechanical or electrical services to an office suite, provided that such requests for entry are made in advance and entry is made at a time reasonably convenient to the owner whose unit is to be entered; and provided further that the entered unit is left in substantially the same condition as existed immediately preceding such entry. In case of an emergency, such right of entry shall be immediate. Upon receipt of reasonable notice from the Association (which shall in no event be less than ten (10) days) each owner shall vacate his unit in order to accommodate efforts by the Association to eradicate the infestation of wood destroying or other pests and organisms from the common elements or to perform any other maintenance or repairs pursuant to this Declaration. The cost of eradicating any such infestation or of performing any such maintenance or repairs shall be a common expense of the Association; however, each owner shall bear his own costs of temporary relocation.

3.4 Improvements-General Description.

(a) Building. The Condominium will be comprised of one (1) building, which building shall contain thirty-seven (37) units. The number, location and size of each unit is graphically shown on Exhibit "B" incorporated herein.

(b) Other Improvements. The Condominium includes landscaping and other facilities which are a part of the common elements described herein or in the Plot Plans attached hereto as Exhibit "B".

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

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

(1) Upper Boundary - The horizontal plane of the highest point on the upper side of the undecorated ceiling.

(2) Lower Boundary - The horizontal plane of the lowest point on the undecorated floor. Provided, however, a unit shall not be deemed to include foundations, columns, girders, beams, concrete joints, supports, exterior walls, interior load bearing walls, pillars, concrete floors or ceilings, central and appurtenant installations and equipment for power, lights and air conditioning, heating, ventilation and all pipes, wires, conduits, ducts, vents and other service and utility lines which are utilized for, service or pass through more than one unit, unless the adjacent units are owned by the same unit owner.

(b) Perimetrical Boundaries. On those sides of a unit where the Plot Plan shows that exterior walls or structural interior walls or columns of the building bound the unit, the perimetrical boundaries of the unit as to those sides shall be the vertical plane of the undecorated finished interior or the said walls bounding the unit extended to intersections with adjacent perimetrical boundaries, and with the upper and lower boundaries. On those sides of a unit where no structural wall or column bounds the unit, the perimetrical boundaries of such unit as to said interior sides shall be as shown on the Plot Plans and extended to intersections with the upper and lower boundaries.

(c) Anything contained in this Declaration to the contrary notwithstanding, in the event two or more adjacent units are owned by the same unit owner, said owner may elect not to construct, or in the event already constructed, may remove or otherwise alter any non-structural partitioning wall separating said units (hereinafter referred to as a "partitioning wall") so as to allow use and occupancy of the adjacent units as a single office suite.

The alteration or removal of the partitioning wall, or the use or occupancy of two or more units as a single space, as hereinabove described, shall not act to alter, merge or subdivide units or to change voting rights, percentage ownership of common elements or common surplus, or to change percentage of responsibility for common expenses theretofore allocated to the affected units by this Declaration.

The provisions of this Subparagraph (c) shall not be construed to limit the rights of Declarant and, so long as Declarant shall own any unit, this provision may not be amended without the consent of the Declarant.

3.6 Common Elements. The common elements include all the parts of the Condominium not within the units, as said units are defined in Section 3.5, and those lands and improvements described in Section 2.3.

4. The Building.

4.1 Units. The units in the Condominium building are identified and briefly described in the "Plot Plans" attached hereto as Exhibit "B".

4.2 Parking. The following provisions will be applicable to the transfer and assignment of parking spaces.

(a) Assignment of Parking Spaces

Each assigned parking space exists as a limited common element and is identified, described and located on Exhibit "B." Upon the assignment by the Declarant of such parking space in the limited common elements to a unit, the owners of such unit shall have the exclusive right to the use thereof without

separate charge by the Association, although nothing herein contained shall be construed as relieving such owner from any portion of any assessment for common expenses made against a unit, as herein provided, it being the intent that the cost of maintenance and administration of limited common elements shall be included as part of the common expense applicable to all units for purposes of assessment. The assignment of parking spaces shall be at the sole discretion of the Declarant. Each unit shall be assigned a minimum of one (1) parking space. The Declarant reserves the right to assign more than one (1) parking space to a unit for consideration. Upon such assignment, an owner of a unit to whom such assignment is made shall have the exclusive right of use of such parking space and the parking space shall become an appurtenance to said unit, and upon the conveyance of, or passing of title to the unit to which parking space assignment is made, such interest in the limited common element (parking space) shall pass as an appurtenance thereto in the same manner as the undivided interest in the common elements appurtenant to such unit; provided, however, in such cases where two (2) or more parking spaces are assigned to a unit, then the parking spaces in excess of the one (1) required parking space may be assigned to another unit in Meplex A at Sand Lake Commons. Each unit shall at all times have one (1) parking space assigned to it. After the Declarant has sold, transferred and conveyed all the units in Meplex A at Sand Lake Commons, a Condominium, the Declarant will assign any remaining unassigned parking spaces to the Association to be designed as Guest Parking Spaces (G). No Guest Parking Space may be assigned to a unit or otherwise transferred unless approved in the same manner as required to amend this Declaration of Condominium.

(b) Guest Parking Spaces

Guest Parking Spaces (designated with a "G") shall be a part of the common elements and shall be under the control and jurisdiction of Meplex A at Sand Lake Commons, Inc., except that no Guest Parking Space may be assigned to a unit or otherwise transferred unless approved in the same manner as required to amend this Declaration of Condominium.

4.3 Ownership and Membership. The owner of each unit shall own a certain interest in the Condominium property which is appurtenant to his unit including, but not limited to, the following items:

(a) Common Elements. The undivided share in the common elements which share is appurtenant to each unit and is shown more particularly in the schedule attached hereto as Exhibit "E".

(b) Association. Each unit owner shall hold membership in the Association and an interest in the funds and assets held by the Association. Membership and voting rights of each unit owner in the Association shall be pursuant to the provisions of the Articles of Incorporation and Bylaws of the Association attached hereto as Exhibits "C" and "D" respectively.

4.4 Liability for Common Expenses and Share of Common Surplus. Each unit owner shall share the common expense and common surplus to the same extent as the shares in the common elements (Section 4.3(a) and Exhibit "E" attached hereto); however, this does not include the right to withdraw or require payment or distribution of the same.

4.5 Assessments for Shared Utilities. According to the original design of the Condominium, a single water meter measures the quantity of water flowing into the Condominium property. The Association may, subject to the right of reallocation and in the manner hereinafter set forth, allocate the charges

for water usage among all units in the Condominium in percentages equal to the percentage of common expense allocated to each unit, as set forth on Exhibit "E" attached hereto. This approach may be utilized in regard to any or all shared utilities.

The foregoing or any other charges or expenses for commonly used or metered utilities shall be paid and assessed in the manner provided by this Section 4.5. The allocations of utility charges or rents to be made by the Association shall be by its Board of Directors which shall have the authority to employ as a common expense such engineer or other consultant as it may deem necessary from time to time to assist in making allocations and estimates required hereby. Reallocations of charges for maintenance, operation and utility services referred to in this section may be made prospectively or retrospectively after notice and hearing by the Board on its own initiative or upon petition by any unit owner; provided, however, in the case of any reallocation and special assessment made retrospectively against any unit which has been sold or transferred voluntarily or involuntarily subsequent to the time for which retroactive reallocation is made, any additional amounts due for that period shall be a personal and continuing obligation only for the owner of that unit during the period for which such reallocation is made and if not collected shall be borne by the remaining unit owners in proportion to their allocated percentage of the expense in question. Otherwise the remedies available to the Association upon failure of an owner to pay a retrospective reallocation assessment or any special assessment authorized by this Section 4.5 shall be the same as those relative to delinquent annual assessments. Special assessments authorized by this Section 4.5 may be accelerated, and collection costs, attorney's fees, penalties, interest or late charges may be imposed by the Board in the same manner as delinquent annual assessments.

The computations of estimates for charges for utilities services authorized by this section shall be made in advance by the Association no less often than annually, with those estimated amounts being added to the assessments otherwise to be collected by the Association. The Board shall disburse monies received on account of assessments for the expenses herein referred to as same are incurred and shall be entitled to specially assess and collect any shortfall in the assessments as same shall be determined by the Board and said special assessment shall be due on or before ten (10) days after billing by the Association. If not timely paid, the unpaid special assessment shall bear interest at the highest legal rate until paid. If not paid within fifteen (15) days after billing, the Association may proceed to enforce collection in the same manner as with annual assessments. After notice and hearing, the Board may impose fines for late payments of retroactive or shortfall utilities.

In order to avoid termination of utility services to the Condominium, or in order to avoid penalties or late charges, the Association may advance other monies available to it pending collection of the assessments authorized hereby, and the Association is specifically authorized to advance monies for payment of utilities charges. Any monies so advanced shall bear interest at the highest rate allowed by law until repaid to the Association by the defaulting unit owner.

5. Maintenance, Alteration and Improvement. Responsibility for the maintenance of the Condominium and restrictions upon the alteration and improvement thereof shall be as follows:

5.1 Common Elements.

(a) By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and the expense associated therewith shall be designated as a common expense, other than those expenses

specifically provided to be paid by the individual unit owner in Section 5.2(b)(1) or in any other section of this Declaration. Subject to the provisions of Articles 8 and 9 dealing with eminent domain and with destruction and improvements, the Association shall paint, maintain, repair and replace the common elements, or shall contract for such maintenance, repair and replacement to assure maintenance of the common elements and improvements (including exterior glass areas of the Condominium buildings) in a state of good repair and condition reasonably consistent with the level of maintenance reflected in the initial budget for the Association. Association maintenance, repair and improvement shall include, without limitation, the right but not the obligation to perform any corrective janitorial or repair work within any unit if the unit owner fails to maintain such unit as required by this Declaration; the payment and assessment for centrally-metered water charges and charges for electrical service to common elements; repair and replacement of the heating, ventilating and air conditioning systems serving the common elements; the repair and replacement of common element mechanical and electrical equipment, repair and maintenance of all walks, driveways, surfaces, markings and other means of ingress and egress within the Condominium; maintenance and replacement of a common directory or unit owners, if one is erected by the Association; and, if determined by the Board to be economically feasible, a periodic inspection and preventative program for prevention and eradication of wood destroying and other pests and organisms in the Condominium. All such costs of maintenance, repairs, replacements and services shall be paid for as common expenses. All work performed for and on behalf of an owner which is not the responsibility of the Association shall be charged to the owner as a special assessment. Whenever heat generating machines or equipment are used in a unit which affect the temperature otherwise maintained by the air conditioning system for another unit, the Association may install supplementary air conditioning equipment and the cost thereof, including the cost of installation, maintenance and operation thereof, shall be charged to the unit owner operating such heat generating machines or equipment as a special assessment.

(b) Alteration and Improvement. Except for the reserved rights of Declarant elsewhere set forth in this Declaration and the provisions of Section 3.5(c) above, after the completion of the improvements contemplated by this Declaration, there shall be no alteration or further improvement of the common elements without prior approval in writing by the owners of not less than seventy-five percent (75%) of the common elements and their mortgagees, and any such alteration or improvement shall not interfere with the rights of any unit owners without their consent. The cost of such work shall not be assessed against a bank, life insurance company, savings and loan association or other institutional first mortgagee that acquires its title as a result of owning a mortgage upon the unit owned, unless such owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to other unit owners in the proportion that their shares in the common elements bear to each other. There shall be no change in the shares and rights of unit owners in the common elements altered or further improved, whether or not the unit owner contributes to the cost of such alteration or improvements. This paragraph shall have no application to the right vested in the Declarant pursuant to the provisions of Sections 3.2 and 3.3(d).

(c) All incidental damage caused to any unit by such work as set out in paragraph 5.1(a) and 5.1(b) shall be promptly repaired at the expense of the Association.

5.2 Units.

(a) By Association. The Association shall maintain,

repair and replace as a common expense:

(1) With the exception of interior surfaces, all portions of a unit contributing to the support of the building in which the unit is located, which portions shall include but not be limited to load-bearing columns and load-bearing walls.

(2) All conduits, plumbing, hot water heaters, wiring, and other facilities for the furnishing of utility services contained in the portions of a unit maintained by the Association; and all such facilities contained within a unit that service part or parts of the Condominium other than the unit within which contained. This provision excludes from its coverage any facility for the furnishing of utility services now or hereafter installed inside or outside any of the units and intended for the purpose of furnishing such utility services only to an individual unit or to a group of units under common ownership or occupancy.

(3) All exterior surfaces of exterior doors and hardware of exterior doors of units.

(4) All incidental damage caused to a unit by reason of the maintenance, repair or replacement which is the responsibility of the Association, and such damage shall be promptly repaired by the Association.

(b) By the Unit Owner. The responsibility of unit owner shall include, but not be limited to:

(1) Each unit owner shall promptly maintain, repair, replace, paint, paper, plaster, tile, finish and restore or cause to be maintained, replaced, repaired and restored, at his sole expense, all portions of his unit, including without limitation the interior surfaces of the walls, windows, interior glass areas, ceilings, interior door hardware, floors, interior surfaces of doors and permanent fixtures, in an operable, clean, sanitary and attractive condition. Each unit owner shall also maintain, repair and replace all electric wiring, electric outlets and fixtures, air handlers, air conditioners, ducts, including air conditioning, ventilating and heating compressors and systems and other utility facilities excluded from Association maintenance by Section 5.2(a)(2), appliances (whether or not these items are built-in equipment), drains, plumbing fixtures and connections, floor coverings and all other portions of his unit, except the portions specifically to be maintained, repaired and replaced by the Association. This shall be done without disturbing the rights of the other unit owners.

(2) No unit owner shall enclose, paint or otherwise decorate or change the appearance of any portion of the exterior of the unit or the building in which the unit is located except in accordance with plans and specifications approved in writing by the Board of Directors prior to such enclosure, decoration or change.

(3) Each unit owner shall promptly report to the Association any defect or need for repairs the responsibility for which is that of the Association.

(c) Alteration and Improvement. Subject to the provisions of 3.5(c), 5.2(a) and 5.2(b), which in all cases shall supersede and have priority over the provisions of this section when in conflict therewith, a unit owner may make such alterations or improvements to his unit, at his sole and personal cost, as he may be advised, provided all work shall be done without disturbing the rights of other unit owners, and further provided that a unit owner shall make no changes or alterations to any exterior wall, balcony or patio, screening, exterior door, windows, structural or load-bearing member, or Association maintained electrical service or plumbing service, without first

obtaining approval in writing of the Board of Directors of the Association. All alterations and improvements must be in compliance with all existing building codes. Provided, no such alteration or improvement may be made without the written approval of the Board of Directors of the Association if such alteration or improvement may or would cause an increase in the cost of the insurance carried by the Association.

6. Assessments. The making and collection of assessments against unit owners for common expenses, and for reserves as may from time to time be established by the Association, shall be pursuant to the Bylaws and subject to the following provisions:

6.1 Share of Common Expenses. Each unit owner shall be liable for a proportionate share of the common expenses and shall share in the common surplus, in the same proportion as his undivided interest in the common elements, as set forth in Exhibit "E" hereof, but such right shall not vest or create in any unit owner the right to withdraw or receive distribution of his share of the common surplus. Each unit owner shall also be liable for all special assessments levied against him and his unit by the Association, as provided for in this Declaration. Except as provided in Sections 6.3 and 4.5, all such common expense and special assessments, together with interest, costs and attorneys' fees, shall be a separate, distinct and personal obligation of the person who was the owner of the unit as to which assessment was levied at the time when the assessment fell due, and shall bind his heirs, personal representatives, successors and assigns. Except as provided in Section 6.3 and 4.5, upon any voluntary or involuntary conveyance or transfer of a unit, the new owner shall be jointly and severally liable with the previous owner for any unpaid assessments levied against the previous owner up to the time the conveyance or transfer was completed, without prejudice to the right of the new owner to collect the unpaid assessments from the previous owner. Any foregoing provision of this Section to the contrary notwithstanding, any transferee of a unit shall be entitled to a statement from the Treasurer of the Association or the manager, as the case may be, setting forth the amount of the unpaid assessments against the transferor; and the transferee shall not be liable for, nor shall the unit transferred be liable for, any unpaid assessments levied by the Association in excess of the amount set forth in such statement; provided, however, that the transferee shall be liable for all assessments becoming due after the date of such statement. Where an institutional mortgagee or the mortgagee of a first mortgage of record or other purchaser of a unit obtains title to the unit as a result of the foreclosure of the first mortgage or where an institutional mortgagee or a mortgagee of a first mortgage of record obtains title to the unit as a result of a conveyance in lieu of foreclosure of the first mortgage or pursuant to any other remedy provided in the first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the Association common expenses or assessments pertaining to such unit or chargeable to the former owner of such unit which became due prior to acquisition of title in the manner above provided. Such unpaid share of common expenses or assessments shall be deemed to be common expense proportionately collectible from all of the unit owners including such acquirer, its successors and assigns.

6.2 Payments. Assessment and installments thereon paid on or before ten (10) days after the day when the same shall become due, shall not bear interest, but all sums not so paid on or before ten (10) days after the same area due shall bear interest until paid at the highest rate allowed by law. All payments on account shall be first applied to costs and attorneys' fees incurred in making collection, then to interest and then to the assessment payment first due. Except as to the shorter period provided for by Section 4.5, if any installment of an assessment remains unpaid thirty (30) days after the same

shall become due, the Board of Directors may declare the entire annual assessment as to that delinquent owner due and payable in full as if the entire amount was originally assessed.

6.3 Lien for Assessments. The Association shall have a lien on each unit for any unpaid assessments and for interest thereon against the owner thereof, which lien shall also secure costs of collection by the Association including, without limitation, reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of Orange County, Florida, a claim of lien stating the description of the unit, the name of the record owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the owner of the unit shall be required to pay a reasonable rental for the unit and the Association shall be entitled as a matter of law to the appointment of a receiver to collect the same. The Association may also sue to recover a money judgment for unpaid assessments without waiving the lien securing the same.

6.4 Waiver of Use. No unit owner may exempt himself from liability for assessments levied by the Association, or effect the release of his unit from the lien for unpaid assessments, by waiver of the use and enjoyment of the common elements or the abandonment of his unit.

6.5 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the occupants of the units, for operation, replacement, improvement and maintenance of the Condominium property for the common benefit of all of the owners for purposes authorized by this Declaration. Nothing in this Declaration, however, shall be construed in such a way as to prohibit the Association from using any assessments to abate any annoyance or nuisance emanating from outside the boundaries of the Condominium property.

7. Association. The operation of the Condominium shall be by MEDPLEX A A AT SAND LAKE COMMONS, INC., a corporation not for profit existing under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:

7.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit "C". Article IV of the Articles of Incorporation sets out membership of unit owners in the Association.

7.2 Bylaws. A copy of the Bylaws of the Association is attached as Exhibit "D". Section 2 of the Bylaws sets out membership and voting rights of unit owners in the Association.

7.3 Limitation Upon Liability of Association. 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, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements and other owners or persons.

7.4 Management. The Association may contract for the management and maintenance of the Condominium and authorize

the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules and maintenance of the common elements. The Association shall, however, retain at all times the powers and duties granted it by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

7.5 Notice to First Mortgagee. An institutional mortgagee or first mortgagee shall be entitled to written notification from the Association of any default in the performance by the owner of the unit encumbered by its mortgage, of any obligation under this Declaration, the Association, Articles of Incorporation and Bylaws and any amendments thereto, which default is not cured within thirty (30) days. A copy of this notice shall be forwarded to Declarant.

7.6 Books and Records. The holders of first mortgages shall have the right to examine the books and records of the Association during normal business hours and to require financial statements of the Association within ninety (90) days following the end of the fiscal year of the Association. Such first mortgage holders shall also be entitled, upon request, to written notice of all Association meetings and shall be permitted to designate a representative to attend all such meetings.

7.7 Restraint Upon Assessment of Shares in Assets. The share of a unit owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the unit.

8. Insurance.

8.1 Authority to Purchase. All insurance policies upon the Condominium property shall be purchased by the Association for the benefit of the Association, and in the case of insurance covering damage to the building and its appurtenances, also for the benefit of unit owners and their mortgagees as their interests may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsement to the mortgagees of units. Such policies and endorsements therein shall be deposited with the Insurance Trustee, if one has been designated. It shall be the responsibility of the unit owners and not the Association to obtain insurance coverage at their own expense upon their personal property and fixtures and in addition to obtain comprehensive personal liability insurance which shall include coverage of liability for damage to persons or property of others located within the unit owner's unit, or in another unit, or upon the common elements, resulting from the negligence of the insured unit owner, in such amounts as shall from time to time be determined by the Board of Directors, but in no case less than \$100,000.00 for each occurrence. Unit owners shall furnish the Association with copies of all insurance policies obtained by them. All unit owner and Association property and liability insurance shall contain the waivers provided in subsection 8.2(a) (3)(i) through (iii) unless such coverage cannot be obtained.

8.2 Coverage.

(a) Casualty. All buildings and improvements upon the land and all personal property included in the common elements shall be insured in an amount equal to the full replacement cost, excluding foundation and excavation costs, as determined by the Board of Directors of the Association, on not less than eighty percent (80%) coinsurance basis with a waiver of depreciation endorsement and inflation guard endorsement, if available. Such insurance shall have such reasonable deductible provisions as shall be determined by the Board. Values of insured property shall be determined annually by the Board of Directors of the

Association. Such coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage insurance policy; and

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism, malicious mischief, windstorm and water damage.

(3) Unless such coverage cannot be obtained, the policies shall waive the insurer's right to:

(i) subrogation against the Association and against the unit owners individually and as a group;

(ii) the pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and

(iii) avoid liability for a loss that is caused by an act of the Board of Directors or the Association, or by a member of the Board of Directors of the Association or by one or more unit owners.

(4) Such policies shall provide that they may not be cancelled or substantially modified without thirty (30) days' prior written notice thereof to each of the insureds and to the mortgagees of same where mortgage endorsements have been issued.

(b) Public Liability. The Association shall obtain and maintain in effect public liability insurance in such amounts and such blanket coverage as may be required by the Board of Directors of the Association and with cross liability endorsement to cover liabilities of the unit owners individually and as a group to a unit owner.

(c) Worker's Compensation Policy. The Association shall obtain Worker's Compensation coverage to meet the requirements of law.

(d) Fidelity Bonds. Fidelity Bonds shall be maintained providing coverage against dishonest acts by the Association's officers, directors, trustees and employees, and all others who are responsible for handling funds of the Association, and shall be in an amount not less than \$10,000.00 for those who control or disburse funds.

8.3 Premiums. Premiums for insurance policies purchased by the Association shall be a common expense and such premiums shall be paid by the Association, except that the amount of increase in the premiums occasioned by misuse or abandonment of a unit or its appurtenances or of the common elements by a unit owner shall be assessed against and paid by that unit owner.

8.4 Insurance Trustee Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interests may appear and shall provide that all proceeds covering property losses shall be paid to the Association or to an Insurance Trustee, if one has been designated, being an institution having offices in Orange County, Florida or such other location as the Board of Directors might agree upon, and possessing trust powers as may from time to time be approved by the Board of Directors of the Association, which trustee is herein referred to as "Insurance Trustee." The 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 unit owners and their mortgagees in the following shares but which shares need not be set forth on the records of the Insurance Trustee.

(a) Common Elements. Proceeds on account of damage to common elements shall be held in undivided shares for each unit owner of the Condominium, each owner's share being the same as his undivided share in the common elements appurtenant to his unit.

(b) Units. Proceeds on account of damage to units shall be held in the following undivided shares:

(1) When the units are to be restored, for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner, which cost shall be determined by the Board of Directors of the Association.

(2) When the units are not to be restored but the Condominium is not thereafter terminated pursuant to Article 9, for the owners of damaged units in proportion to the value of the loss suffered by those units owned; or

(3) When the units are not to be restored and the Condominium is thereafter terminated pursuant to Article 9, for the owners of all units in undivided shares in proportion to the respective shares in the common elements appurtenant to the units.

(c) Mortgagees. In the event a mortgagee endorsement has been issued as to a unit, the share of a unit owner shall be held in trust for the mortgagee 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 any damaged property shall be reconstructed or repaired except as provided in Section 9.1(b). No mortgagee shall have any right to apply or have applied to the reduction of the mortgage debt any insurance proceeds, except distribution of such proceeds made to the unit owner and mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged unit in any of the following events:

(1) Its mortgage is not in good standing and is in default.

(2) Insurance proceeds are insufficient to restore or repair the mortgaged unit to the condition existing prior to the loss and if additional monies are not available for such purposes.

8.5 Distribution of Proceeds. Proceeds of insurance policies received by the Association or the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

(b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners and mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit

and may be enforced by such mortgagee.

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

(d) Certificate. In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or by the Association's managing agent as to the names of unit owners and mortgagees and their respective shares of the distribution.

8.6 Association as Agent. The Association is hereby irrevocably appointed Agent for each unit owner and for each owner of any other interest in the Condominium property for the purpose of empowering the Association to negotiate and adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases on behalf of each unit owner upon payment of a claim.

9. Reconstruction or Repair after Casualty or Taking.

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

(a) Common Elements. If the damaged improvement is a common element, the same shall be reconstructed or repaired unless the damages to such common element extend to units, in which case the provisions relative to reconstruction and repair of units and common elements, as provided in subsection (b), shall pertain.

(b) Improvements on Units and Common Elements. If the damaged improvement is a unit or a unit and common elements, then the improvement shall be reconstructed and repaired unless seventy-five percent (75%) of the owners of all units and all owners of damaged units, and sixty-seven percent (67%) of all mortgagees, being banks, savings and loan association and insurance companies, and institutional mortgagees holding first mortgages upon units shall within sixty (60) days after casualty agree, in writing, that the same shall not be reconstructed or repaired.

(c) Certificate. The Insurance Trustee may rely upon a certificate of Association made by its President and Secretary or managing agent to determine whether the unit owners and their mortgagees, where so provided, have made a decision whether to reconstruct or repair.

(d) Time. If the determination is made as set out herein to reconstruct or repair, said reconstruction or repair shall begin in a reasonable period of time from the date the insurance proceeds are available for distribution, whether held by the Insurance Trustee, if any, or the Association, or unit owner.

9.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original improvements; or if not, then according to plans and specifications approved by the Board of Directors of the Association which shall be of similar kind and quality as the original plans and specifications, and if the damaged property is a building containing units, by the owners or all damaged units therein and their mortgagees, which

approvals shall not be unreasonably withheld.

9.3 Responsibility. If the damage is only to those parts of units for which the responsibility of maintenance and repair is that of unit owners, then the unit owners shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

9.4 Estimate of Costs. When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

9.5 Assessments for Reconstruction and Repair. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the cost of reconstruction and repair are insufficient, assessment shall be made against all unit owners in sufficient amounts to provide funds for the payment of such costs. Such assessments shall be in proportion to the owner's share in the common elements.

9.6 Construction Funds. The funds for the payment of costs for reconstruction and repair after casualty, which shall consist of the proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against unit owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total of insurance proceeds and assessments made by the Association in order to provide funds for the payment of reconstruction and repair which is the responsibility of the Association is more than \$10,000.00, then the sums paid upon such assessment shall be deposited by the Association with the Insurance Trustee, if one has been designated. In all other cases the Association shall hold the sums paid upon such assessments and shall disburse the same in payment of the costs of reconstruction and repair.

(b) Disbursements. The proceeds of insurance collected on account of a casualty and the sums received by the Association from collection of assessments against the unit owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) Unit Owner - The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a unit owner, shall be paid by the Association or the Insurance Trustee to the unit owners or if there is a mortgage endorsement as to such unit, then to the unit owner and the mortgagee jointly. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected unit owner bears to the total of such estimated costs to all affected unit owners as determined by the Board of Directors. No owner shall be paid an amount in excess of the cost of repair of such damage. All proceeds shall be used to effect repairs for such damage, and if insufficient to complete such repairs, the unit owner shall pay the deficit with respect to such damage and promptly effect the repairs.

(2) Association - Lesser Damage - If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$10,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Associ-

ation.

(3) Association - Major Damage - If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is equal to or greater than \$10,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(4) Surplus - It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the unit owners and their mortgagees, jointly, in proportion to the owner's share in the common elements, but reduced by the amount of any unpaid assessments against such unit owners.

(5) Certificate - Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether sums paid by unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursements if to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners, nor to determine any other fact or matter relating to its duties hereunder. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or the Association's managing agent as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

9.7 Notice to Mortgage Holders. The Association shall provide written notice to first mortgage holders on any units within the Condominium of any substantial damage to any units or common elements. This written notice shall be provided within fifteen (15) days from the date of discovery of such damage.

9.8 Action to Contest Condemnation. The Board of Directors of the Association shall have the exclusive right to contest any condemnation or eminent domain proceeding which is directed at taking any portion of the common elements or is directed at taking any portion of the common elements or which touches upon, concerns or affects the use of the common elements. No unit owner or tenant of a unit shall impair or prejudice the action of the Board of Directors in contesting such condemnation. Such restriction or prohibition shall not preclude a unit owner or tenant of a unit from contesting the taking in such condemnation or eminent domain proceeding of the unit owned or rented by such unit owner or tenant or of any trade fixtures or other equipment installed or located in the unit so owned or rented. In any action contesting a taking by condemnation or eminent domain proceeding, the Board of Directors of the Association shall request the court to set forth the allocation of the condemnation award among the unit owners affected, taking into account the respective percentage interests in the common elements, the effect of the taking on each unit affected

thereby and any other relevant factors.

9.9 Termination of Condominium After Partial Taking by Condemnation. If any condemnation or eminent domain proceeding results in the taking of:

(a) Two-thirds (2/3) or more of the land comprising the Condominium or one-half (1/2) or more of the building containing the units, and owners of units having fifty percent (50%) or more of the interest in the common elements resolve to terminate the Condominium; or

(b) Less than two-thirds (2/3) of the land comprising the Condominium, but such taking substantially affects the use of the Condominium, or less than one-half (1/2) of the building containing the units, and owners of the units having seventy-five percent (75%) of the interest in the common elements resolve to terminate the Condominium; the Condominium shall be terminated and the net proceeds of the award from the condemnation or eminent domain shall be considered one fund and shall be divided among all the unit owners in proportion to their respective common interests; provided, however, that no payment shall be made to a unit owner until there has first been paid off out of such owner's share all liens on such owner's unit.

9.10 Distribution of Condemnation Awards. Except as provided in Section 9.9 above and any award obtained by a unit owner for the unit or for any trade fixtures or other equipment as further provided in Section 9.8 above, in the event all or part of the common elements are taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to the Insurance Trustee, if one has been designated, if the award is more than \$50,000.00 and to the Board of Directors if there is no Insurance Trustee or if the award is \$50,000.00 or less. The Board of Directors shall arrange for the repair, restoration or replacement of such common elements to the extent reasonably possible, and the Board of Directors or the Insurance Trustee, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments.

If there shall be a surplus of such proceeds or if the Board of Directors cannot reasonably repair, restore or replace the common elements taken, the proceeds shall be distributed among the unit owners as directed by the Court, taking into account the respective percentage interests in the common elements of the units affected thereby and any other relevant factors.

9.11 Condemnation Provisions Subject to Existing Law. All provisions of Section 9.8 through 9.10 are subject to interpretation in accordance with the law in effect at the time of any condemnation or eminent domain proceeding. Should all or any portion of the provisions of Section 9.8 through 9.10 be deemed illegal at such time, the distribution of proceeds shall be as a court of law shall determine.

10. Use and Ownership Restrictions. In order to provide for the protection of all owners and to encourage a harmonious atmosphere for all owners of the condominium property, the following use restrictions shall apply:

10.1 Commercial Uses. The units shall be used only for those commercial uses permitted under the applicable governmental zoning classification.

10.2 Common Elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the units.

10.3 Nuisances. No nuisance or noxious or offensive trade or activity shall be allowed to exist upon the Condominium property, nor shall use or practice which is the source of annoyance to unit owners or which interferes with the peaceful possession and proper use of the property by its unit owners be allowed. A nuisance shall include without limitation, any of the following conditions:

(a) Emission of dust, sweepings, dirt, cinders, fumes, orders, gases, vapors, acids or other substances into the atmosphere that may adversely affect the use or intended use of any unit or may adversely affect the health, safety or comfort of persons in the Condominium;

(b) Discharge of waste or any substance or material of any kind into any public or Association-maintained sewer serving the Condominium, or any part thereof, in violation of any law, rule or regulation of any public body or utility having jurisdiction thereof;

(c) The perception at any point outside the boundaries of a unit of noise or vibrations from any activity, machine, device or combination thereof located in that unit that unreasonably interferes with the use or enjoyment of any other unit. All parts of the Condominium property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist. No unit owner shall permit any use of his unit or the common elements that will increase the cost of insurance upon the Condominium property above that required when the unit is used for the approved purposes, or that will result in a cancellation of such insurance.

10.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium property nor any part of it. Each unit owner and occupants shall comply with all of the requirements of the local or state health authorities and with all other applicable governmental rules, codes and laws with respect to the use and occupancy of that unit.

10.5 Inside and Outside Installation. No television, radio or other electronic antenna or device of any type shall be erected, constructed, placed or permitted to remain on any of the improvements constructed on the Condominium property unless and until the same shall have been approved in writing by the board. No wiring, air conditioning, water softeners, or other machines shall be installed on the exterior of the building or be allowed to protrude through the walls or roof of the initial construction, unless with the prior written approval of the Board. No owner other than Declarant shall make any exterior addition, change or alteration to the building. Nothing shall be done in a unit or in, on or to the common elements which will or may tend to impair the structural integrity of or which would structurally alter the building, except as otherwise expressly provided herein. Where appropriate, units shall be furnished and equipped with sufficient protective lining, so as to shield other units and the common elements from the effects of x-rays and other radiation or radioactive substances. No owner shall connect to electric wires, water pipes or air pipes, any apparatus, machinery or device at a point other than presently indicated on the plans of the Condominium without the consent of the Board. No electronic data processing machines or medical or dental equipment or machines using water or electrical current in excess of that normally anticipated to be used in the Condominium may be used in the Condominium without the prior consent of the Board, which consent may be conditioned upon the special assessment of utility charges or maintenance costs against the unit owner involved. There shall be no alteration, repair or replacement of wall coverings within units which may diminish

the effectiveness of the sound control engineering within the building. No doors or windows in the building shall be covered or obstructed so as to be visible from any portion of the common elements without the prior written consent of the Board.

10.6 Regulations. Reasonable Regulations concerning the use of the Condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of such Regulations and amendments thereto shall be furnished by the Association to all unit owners of the Condominium.

10.7 Leasing. With the exception of Declarant owned units, all leases and subleases of units must be written. The Association must be informed, and must be furnished with a copy, of the lease or sublease agreement. The lease of a unit shall not discharge the owner thereof from compliance with any of his obligations and duties as a unit owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration, Articles of Incorporation and Bylaws, and designating the Association as the unit owner's agent for the purpose of and with the authority to terminate any such lease, shall be an essential element of any such lease, sublease or tenant agreement, whether specifically expressed in such an agreement or not. All leases or subleases of units shall be subject to Section 16 below.

10.8 Declarant's Use. As otherwise provided herein, until such time as the Declarant has completed all of the contemplated improvements and has sold all of the units contained within the Condominium property, neither the unit owners nor the Association, nor their use of the Condominium property, shall interfere with the completion of the contemplated improvements or sale or lease of said units. The Declarant may make such use of the unsold units and the common elements as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, display of sales signs, leasing said units and showing the units for sale to prospective purchasers. Until completion and sale of all the units by the Declarant, no "For Sale" or "Lease" sign may be displayed upon the Condominium property without the consent of the Declarant.

10.9 Signs and Exterior Conditions and Alterations. No sign, poster, billboard or other advertising devices of any kind shall be permitted on any portion of the Condominium property except such signs as are approved by both the Board of Directors of the Association and by Declarant. The size, design, color, style, location and illumination of any such sign, poster, billboard or other advertising, except that of the Declarant, are subject to the advance written approval of the Board of Directors of the Association and Declarant. Provided, however, that, except as provided in Section 10.9, the restrictions of this paragraph shall not apply to any sign or notice of customary and reasonable dimension which states that a unit is for rent or sale, or to such signs as may be required by a legal proceeding. Such sign or notice may be placed within a unit but not upon the exterior portion of the common elements. Address, identification signs, directories of units and mail boxes may be maintained by the Association. The Board may summarily cause all unauthorized signs to be removed or destroyed. All advertising signs must comply with all applicable laws and regulations governing the type of advertising permitted of the owner by all applicable authorities.

No alteration of the exterior of the building, including but not limited to color, landscaping or configuration, will be permitted without the express written approval of Association and Declarant.

10.10 Separation of Interests. A sale of a unit shall

include all of its appurtenances, whether or not separately described, and appurtenances may not be sold separately from a unit.

10.11 Animal Regulation. No animals shall be allowed in any unit or upon the common elements, except guide dogs for handicapped persons. Furthermore, an owner shall be absolutely liable to each and all remaining owners, their employees, agents, tenants, patients, guests and invitees, for any damage to person or property caused by any animals brought or kept by an owner or by his employees, agents, patients, tenants, guests or invitees.

10.12 Refuse and Waste. All rubbish, trash, garbage and other waste shall be regularly removed from each unit and shall not be allowed to accumulate therein. No refuse container shall be maintained on the common elements other than in the location and manner provided for by the Board in accordance with its rules adopted from time to time, and no such container shall be kept or maintained in any unit so as to be visible from the common elements. The Association shall be responsible for the costs of refuse storage and collection. The toilets and urinals in the Condominium shall not be used for any purposes other than those for which they were constructed, and no rubbish or other substance shall be thrown into them so as to obstruct the plumbing system.

10.13 Further Subdivision. Subject to the rights reserved to the Declarant, unless at least seventy-five percent (75%) of all owners, the Mortgagee of the affected unit and a majority of the Board have given their prior written approval, and all applicable laws and regulations have been complied with, no owner shall further subdivide a unit.

10.14 Hold Harmless and Indemnification. Each unit owner shall be liable to the Association for any damage to the common elements of any type or to any equipment thereon which may be sustained by reason of the negligence of said owner or of his tenants, employees, agents, patients, guests or invitees, to the extent that any such damage shall not be covered by insurance. Each unit owner does further, by the acceptance of his deed, agree to indemnify each and every other unit owner, and to hold him harmless, from any claim of any person for personal injuries or property damage occurring within his unit, unless said injury or damage shall occur by reason of the negligence of any other owner temporarily visiting the unit of the indemnifying owner. Each owner further agrees to defend, at his expense, any and all remaining owners who may be sued by any person on a claim for personal injury or property damage alleged to have been sustained within the unit of the indemnifying owner.

11. Purchase of Units by Association. The Association shall have the power to purchase units, which decision shall be made by its Directors without approval of its membership.

12. Compliance and Default. Each unit owner shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations adopted pursuant thereto, Management Agreement, if any, and said documents as they may be amended from time to time. Failure of the unit owner to comply therewith shall entitle the Association or other unit owners to the following relief in addition to other remedies provided in this Declaration and the Condominium Act:

12.1 Enforcement. The Association and Manager are hereby empowered to enforce this Declaration and the Bylaws and Rules and Regulations of the Association by entry into any unit at any reasonable time to make inspection, correction or compliance. The Board, any owner (not at the time in default hereunder) or Declarant shall be entitled to bring an action

for damages against any defaulting unit owner, and in addition may enjoin any violation of this Declaration. Each remedy provided for in this Declaration shall be cumulative and not exclusive or exhaustive. Without in any way limiting the generality of the foregoing, if the Board of Directors determines that there is a violation of any provision of this Declaration, or determines that an improvement which is the maintenance responsibility of an owner is in need of installation, repair, restoration or painting, then the Board shall give written notice to the responsible owner of the condition or violation complained of. Unless the Board has approved in writing corrective plans proposed by the owner to remedy the condition complained of within such period of time as may be determined reasonable by the Board after it has given said written notice and such corrective work so approved is contemplated thereafter within the time reasonably allotted by the Board, the Board, after notice and hearing, shall undertake to remedy such condition or violation complained of and the cost thereof shall be charged to the owner and his unit which is the subject matter of the corrective work. Such cost shall be deemed to be a special assessment to such owner and his unit, and shall be subject to levy, enforcement and collection by the Board in accordance with the assessment lien procedure provided for in this Declaration.

12.2 Negligence. A unit owner shall be liable to the Association for the expense of any maintenance, repair or replacement rendered necessary by his act, unauthorized or improper installation or maintenance of any improvements, neglect or carelessness or by that of any principals, employees, lessees or his or their guests, invitees, employees or agents, or by any other person deriving their right and easement of use and enjoyment of the common elements from the unit owner, 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 premiums occasioned by said use, misuse, occupancy or abandonment of a unit or its appurtenances or of the common elements. However, the Association through its Board of Directors may elect not to make a claim upon the insurance maintained by the Association, and, furthermore, the Association may, after notice and hearing, levy a special assessment equal to the increase, if any, in insurance premiums directly attributable to the damage caused by the unit owner or any person for whom the unit owner may be liable, as aforesaid. In the case of joint ownership of a unit, the liability of the owners shall be joint and several. After notice and hearing, the cost of correcting the damage to the extent not reimbursed to the Association by insurance shall be a special assessment against the unit owner's unit and may be enforced as provided for herein for the enforcement of other assessments.

12.3 Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the Declaration, Articles of Incorporation, Bylaws, Management Agreement, if any, and Rules and Regulations adopted pursuant thereto, and said documents as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court, including costs and attorneys' fees for any applicable proceeding, provided that no attorney's fees may be recovered against the Association in any such action.

12.4 No Waiver of Rights. The failure of the Declarant, the Association or any unit owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations adopted pursuant thereto shall not constitute a waiver of the right to do so thereafter.

13. Amendments. Subject to the other provisions of the Declaration relative to amendment, this Declaration may be amended in the following manner:

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

13.2 Resolution. An amendment may be proposed by either the Board of Directors or by the members owning ten percent (10%) of the units. A resolution adopting a proposed amendment must bear the approval of not less than two-thirds (2/3) of the Board of Directors and the members having a total of two-thirds of the votes which may be cast pursuant to the Articles of Incorporation. Directors and members not present at the meetings considering the amendment may express their approval, in writing, delivered to the Secretary before such meetings.

13.3 Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record owners of units in the Condominium in the manner required for the execution of a deed, and such amendments shall be effective when recorded in the Public Records of Orange County, Florida.

13.4 Exception. Anything herein to the contrary notwithstanding, for so long as the Declarant shall hold fee simple title to any unit, the Declarant may amend this Declaration of Condominium, including but not limited to an amendment that will combine two or more units owned by Declarant, or any amendment required by a governmental agency or an institutional mortgagee willing to make or purchase permanent mortgage loans secured by units, by recording such amendment in the Public Records of Orange County, Florida, and such amendment shall be effective without the necessity of a meeting of the unit owners or the approval and joinder of any unit owner, or the joinder of the owner and holder of any lien thereon. Provided, such amendment shall not reduce the boundaries of the common elements nor shall such amendment adversely affect the lien or priority of any institutional first mortgage recorded prior to the amendment.

13.5 Proviso. Provided, however, that no amendment shall discriminate against any unit owner nor against any unit or class or group of unit owners or units unless the unit owners so affected and their institutional first mortgage shall consent. Any amendment which shall change any unit or the share in the common elements or other of its appurtenances or increase the owner's share of the common expenses shall require approval in writing of the unit owners having a total of two-thirds of the votes which may be cast pursuant to the Articles of Incorporation other than the Declarant and shall further require written approval by the owner of the unit concerned and written approval of all of the first mortgagees and the institutional first mortgagees of the units affected, said approval to be evidenced by joinder in the execution of the amendment. An amendment of this Declaration shall not make any change in Sections 8 or 9 unless the record owners of all mortgages upon units in the Condominium shall join in the execution of the amendment. Unless all of the mortgagees and the owners having a total of two-thirds of the votes which may be cast pursuant to the Articles of Incorporation other than the Declarant have given their prior written approval, the Association shall not by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Association shall not be deemed a transfer within the meaning of this clause. Further, no amendment shall make any change in any provision herein relating specifically to the Declarant without Declarant's written consent and joinder in the execution of said amendment.

13.6 Execution and Recording. Except where amendment by the Declarant is permitted without owner or association approval, a copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Orange County, Florida.

14. Termination. The Condominium may be terminated or abandoned in the following manner:

14.1 Agreement. The Condominium may be terminated or abandoned at any time by approval, in writing, of all of the owners of units in the Condominium and by all record owners of mortgages upon units in the Condominium.

14.2 Destruction of the Building or Partial Taking by Condemnation. If it be decided as provided in Paragraph 9.1(b) that the improvements damaged by common casualty shall not be reconstructed or repaired; or if after partial taking by condemnation the unit owners resolve to terminate the Condominium as provided within Section 9.9, the condominium form of ownership will thereby terminate without agreement and the following shall be effective: The owners of the units shall thereupon be the owners, as tenants in common, of the Condominium property and the assets of the Association. The shares of such tenants in common shall be the same as were their shares of the common elements.

14.3 Effect of Termination. Upon termination of the Condominium, a mortgagee and lienor of a unit owner who shall thereby become a tenant in common, shall have a mortgage and lien solely and exclusively upon the undivided share of such tenancy in common in and to the lands and other properties and rights which he may receive by reason of such termination or exclusion. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Orange County, Florida.

14.4 Amendment. This section concerning termination cannot be amended without consent of all unit owners and of all record owners of mortgages upon the units.

15. Severability. The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations of the Association and any Exhibits attached hereto, shall not affect the remaining portions thereof.

16. Right of First Refusal and Grant of Option to Purchase. No owner or lessee of a unit or a group of units comprising an office suite may sell, assign, lease, sublease or license the use of ("transfer") a unit or any portion or interest therein, except upon complying with the provisions of this Article 16.

16.1 Written Offer. Any unit owner or lessee desiring to transfer a unit, or any portion or interest therein, shall deliver to the Association any written bona fide offer received by said owner or lessee from a third party who is qualified to be an owner or occupant of a unit under Article 10 above, which offer shall set forth the price or rent and terms. No unit may be sold to any person or entity who is not qualified to be an owner or occupant of a unit under Article 10 above, except upon prior written approval of Declarant to be granted

or withheld in Declarant's sole discretion. Such unit owner shall offer to make such transfer to Declarant, Association and to any other unit owner in the Condominium.

16.2 Acceptance. The Association shall, within five (5) days after receipt of a bona fide offer as described in Section 16.1 above, mail by certified mail, return receipt requested or hand deliver a copy of said offer to Declarant and to each unit owner. Declarant, Association and each unit owner shall have thirty (30) days after the offer is mailed by the Association within which to accept the offer by delivery to the Association, Declarant and proposed unit transferor a written notification of acceptance. In the event that more than one of the foregoing accepts the offer, first priority shall be given to Declarant, second priority shall be given to Association, third priority will be given to the owners of units adjoining the unit or units which are the subject of the offer and fourth priority shall be given to the owners of other units. With respect to unit owners with the same level of priority, preference shall be given to the first to deliver written acceptance of the offer. The sale of a unit or units pursuant to any such acceptance shall be on the same terms as are set forth in the original offer delivered to the Association.

16.3 Six Months Limitation. If neither Declarant, Association nor any unit owner exercises the foregoing right of first refusal within the thirty (30) day period, the unit owner or lessee may transfer the unit or the interest therein in accordance with the terms of the offer within six months from the date of the expiration of the thirty (30) day period, provided that the price or rent shall not be less than, nor the terms more favorable than, those set forth in the offer given pursuant to Section 16.1. In the event the unit owner or lessee does not so transfer the unit or interest therein within such six (6) month period, the unit owner or lessee may not transfer the unit or such interest without again complying with this Article 16.

16.4 Certificate of Association. If a unit owner or lessee has in fact complied with the provisions of this Article 16, and no entity exercises the right of first refusal within the permitted time, then upon written request of the offering unit owner or lessee the Association shall issue a certificate, executed and acknowledged by an officer of the Association, stating that the provisions of these Articles have been met by the unit owner or lessee and that the rights of the Declarant, Association and the other unit owners in the Condominium have terminated. Such certificate shall be conclusive upon the Association, Declarant and all unit owners.

16.5 Waiver. The offering unit owner or lessee need not comply with this Article 16 if he has obtained in advance a written waiver of this right of first refusal from Declarant, Association and each unit owner in the Condominium.

16.6 Transfer by Gift, Devise or Inheritance. In the event of a conveyance by gift, devise or inheritance, Declarant and Association shall have an option to purchase the unit at fair market value. The option period shall begin on the date of the transfer and shall end forty-five (45) days after Declarant and Association have received written notice from the former unit owner, his personal representative or the present owner of the transferred unit, that the transfer has occurred. The fair market value shall be determined by an MAI appraiser chosen by the entity exercising the option ("Purchaser") and the selling party, the costs of such appraisal to be divided equally between the purchaser and the selling party. In the event the selling party objects to the appraisal, then each party shall choose an MAI appraiser and the fair market value as determined by such appraisers shall be averaged to determine the purchase

price. Each party shall bear the cost of the appraiser selected by that party.

The option may be exercised by the Purchaser notifying the selling party of the Purchaser's desire to exercise the option and further notifying the selling party of the time and place of closing. The conveyance shall be by warranty deed and all documents shall be prepared by the purchasing party except for appropriate estoppel letters which shall be prepared for and delivered to selling party. The closing shall take place in Orlando, Florida, within sixty (60) days of the Purchaser notifying the selling party of its desire to exercise the option. The purchase price shall be paid in cash or certified funds at closing.

In the event more than one optionee desires to exercise the option, then the Declarant shall have first priority and the Association shall have second priority. The optionees may assign their option.

16.7 Exempt Transaction. Notwithstanding any provisions of this Section 16 to the contrary, the rights of first refusal and grants of options to purchase set forth in Section 16 shall not apply to the following transactions:

(a) The leasing of a unit by the individual owners of that unit (or a partnership consisting of those individual owners) to a professional association, corporation, or partnership which is controlled by one or more of the individual owners of that unit (or one or more of the general partners of the partnership owning that unit).

(b) Mergers, dissolutions, and other corporate reorganizations, provided that the transferee organization shall be controlled by individuals who were principals in the transferor organization.

(c) The dissolution of a partnership where the unit is conveyed to one or more of the former partners.

(d) As used in Section 16.8(a) and 16.8(b), an organization shall be deemed to be "controlled by" an individual or individuals if said individual or individuals are the holders of more than 50% of the ownership and voting interests in such organization.

(e) Nothing contained in this Section 16.8 shall be construed to authorize the use of units in violation of the use restrictions contained in Section 10 above.

17. General Provisions.

17.1 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the creation and operation of a medical office condominium development and for the maintenance of common elements, and any violation of this Declaration shall be deemed to be a nuisance. The Article and Section headings, titles and captions have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. As used herein, the singular shall include the plural and the masculine, feminine and neuter shall each include the other unless the context dictates otherwise.

17.2 No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Property to the public, or for any public use.

18. Enforcement of Declaration by Declarant. For as long as the Condominium exists upon the land, Declarant shall have the right (but not the obligation) to enforce the provisions of this Declaration of Condominium under Florida Statutes §718.111. Each unit purchaser, by accepting title to a unit in the Condominium, irrevocably appoints and designates Declarant as his, her or its attorney in fact to do all things necessary to enforce the terms, covenants and restrictions of this Declaration of Condominium, but Declarant shall not have the obligation to enforce the terms, covenants, and restrictions hereof.

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

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

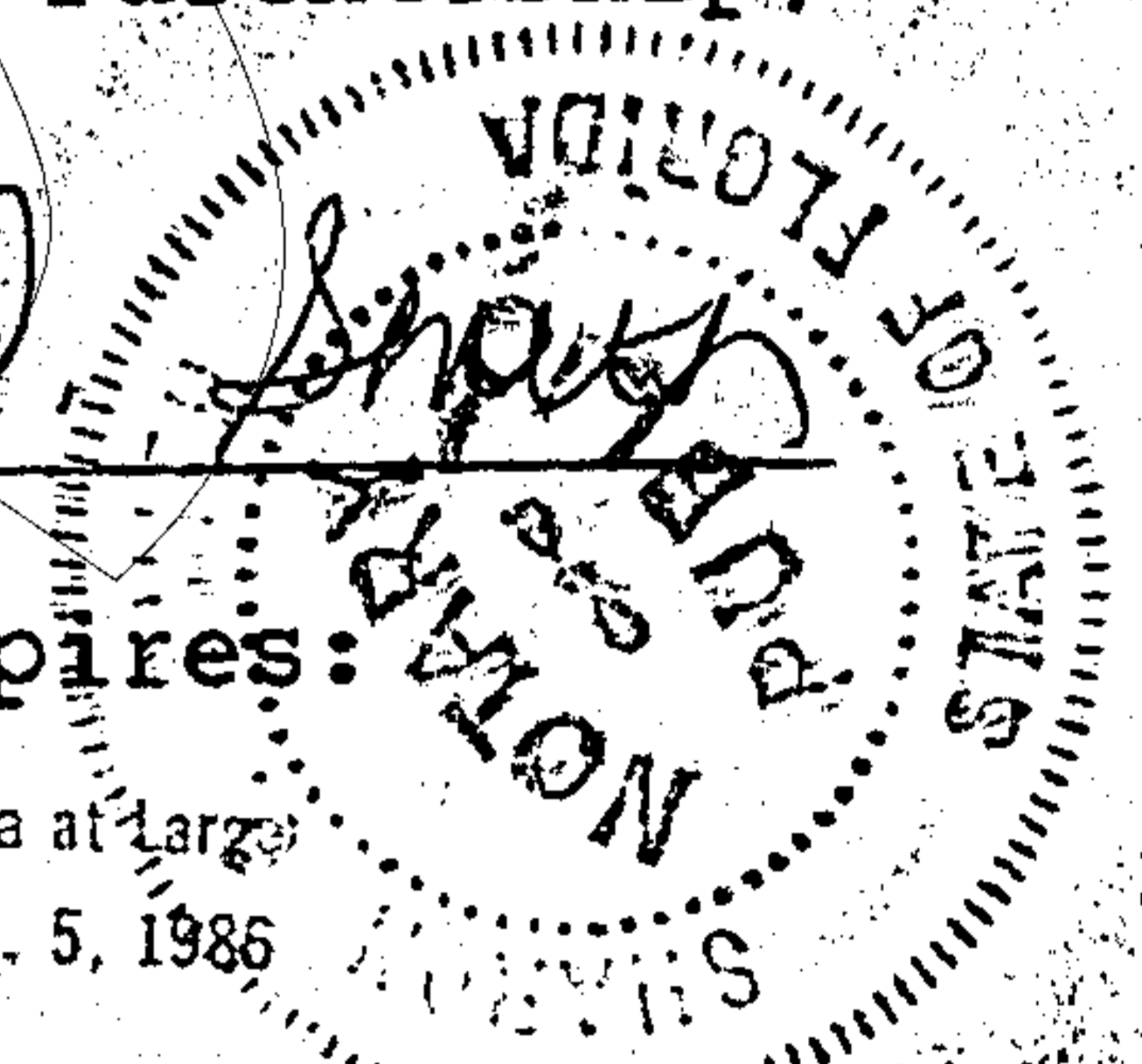
COMMONS DEVELOPMENT GROUP,
a Florida General Partnership

By: [Signature]
Managing General Partner

STATE OF FLORIDA
COUNTY OF Orange

The foregoing Declaration was acknowledged before me this 29th day of September, 1986, by Robert Z. Jones, as Managing General Partner of COMMONS DEVELOPMENT GROUP a Florida General Partnership, on behalf of said partnership.

[Signature]
Notary Public
My Commission Expires: _____
Notary Public, State of Florida at Large
My Commission Expires Nov. 5, 1986



OR3826 PG1872

LEGAL DESCRIPTION: OVERALL BOUNDARY

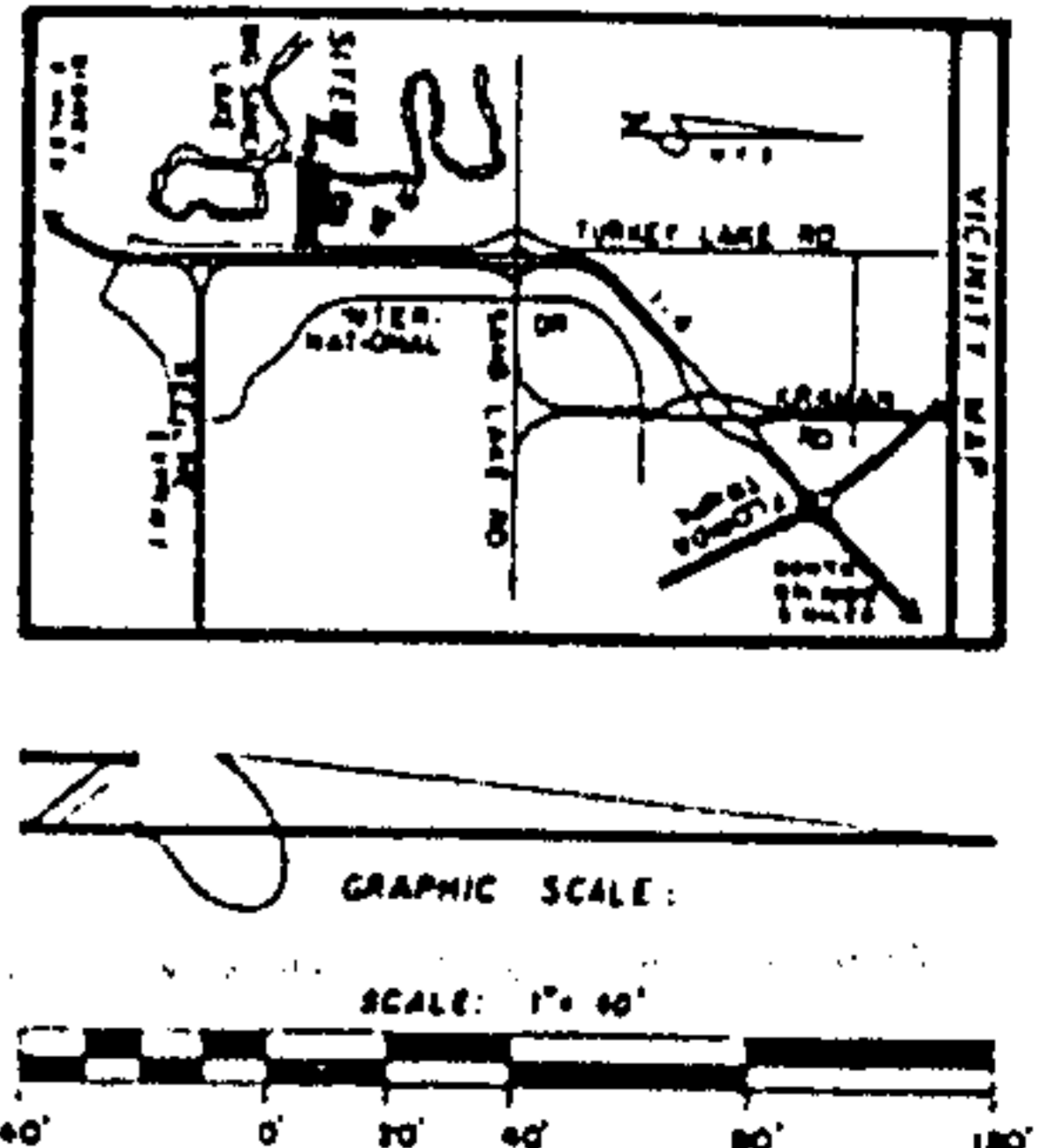
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 24 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; RUN S89°51'38"W ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 A DISTANCE OF 30.00 FEET TO THE EXISTING WEST RIGHT OF WAY LINE OF TURKEY LAKE ROAD; THENCE CONTINUE S89°51'38"W ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 A DISTANCE OF 839.73 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S89°51'38"W ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 A DISTANCE OF 821.48 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 88.00 FEET AND A CENTRAL ANGLE OF 13°24'17"; THENCE FROM A TANGENT BEARING OF N31°27'21"E RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 20.58 FEET TO THE POINT OF TANGENCY; THENCE RUN N44°51'38"E 158.84 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 38°44'22"; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 33.81 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 38°44'22"; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 33.81 FEET TO THE POINT OF TANGENCY; THENCE RUN N44°51'38"E 88.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 50°42'13"; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 28.55 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 50°42'13"; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 28.55 FEET TO THE POINT OF TANGENCY; THENCE RUN N44°51'38"E 184.45 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 307.00 FEET; THENCE FROM A RADIAL BEARING OF S22°10'05"W RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 201.98 FEET THROUGH A CENTRAL ANGLE OF 37°41'33" TO THE POINT OF TANGENCY; THENCE RUN S30°08'22"E 141.35 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 255.00 FEET AND A CENTRAL ANGLE OF 60°00'00"; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 287.03 FEET TO THE POINT OF TANGENCY; THENCE RUN RADIALLY S00°08'22"E 3.58 FEET TO THE POINT OF BEGINNING. CONTAINING THEREIN 3.28 ACRES MORE OR LESS.

SITE PLAN AND SURVEY OF
Medplex A
 A CONDOMINIUM
 ORANGE COUNTY, FLORIDA

CONDOMINIUM BOOK
 AND PAGE **133**
 SHEET 1 OF 4

13

EXHIBIT "B"



LEGAL DESCRIPTION: EASEMENT PARCEL #1

CONCERNING AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SECTION 2, TOWNSHIP 22 SOUTH, RANGE 32 EAST, COUNTY OF ORANGE, FLORIDA, A CERTAIN TRACT OF LAND, BEING SAID PARCEL #1, AS SHOWN ON THE ATTACHED MAP, THE BOUNDARIES OF WHICH ARE DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF COMMENCEMENT, BEING THE POINT OF INTERSECTION OF THE CENTERLINE OF TURKEY LAKE ROAD AND THE CENTERLINE OF THE EAST-WEST EASEMENT PARCEL #1, THENCE S89°42'11" W, 112.00 FEET TO A POINT ON A CURVE CONVEYING SOUTHWESTERLY, HAVING A CURVE CENTER OF 271.12 FEET, THENCE ALONG SAID CURVE, BEING THE POINT OF CURVATURE, THENCE S89°42'11" W, 112.00 FEET TO THE POINT OF COMMENCEMENT, CONTAINING THEREIN 0.04 ACRES, MORE OR LESS.

LEGAL DESCRIPTION: OVERALL BOUNDARY

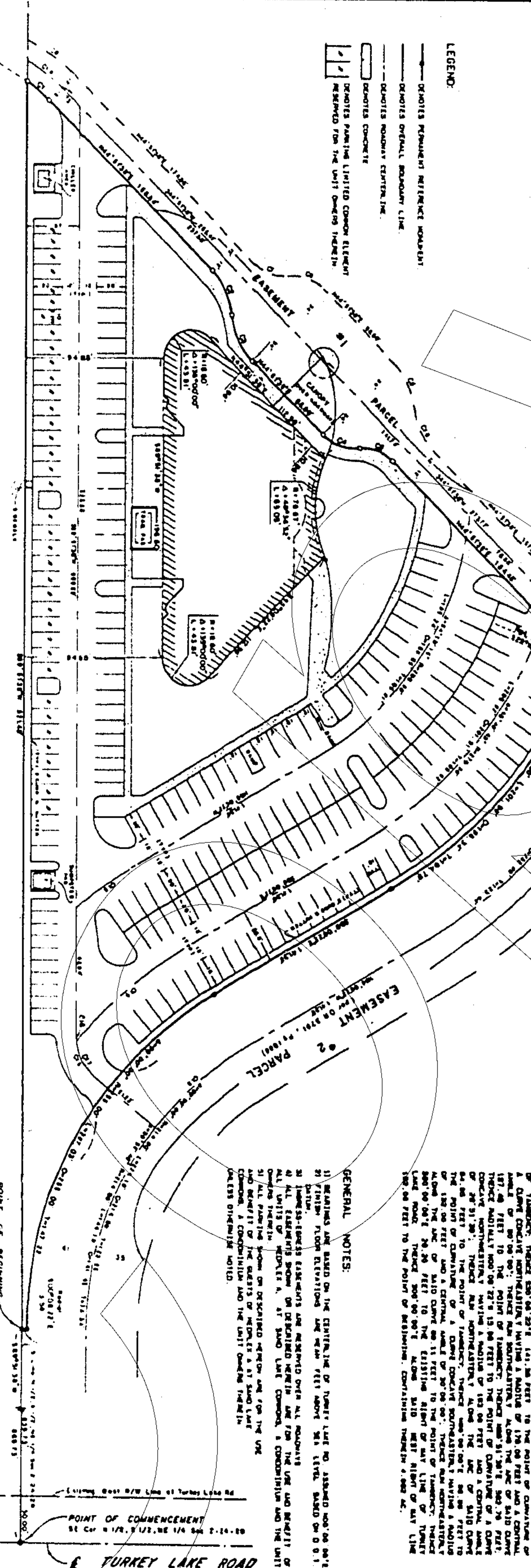
CONCERNING AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SECTION 2, TOWNSHIP 22 SOUTH, RANGE 32 EAST, COUNTY OF ORANGE, FLORIDA, A CERTAIN TRACT OF LAND, BEING SAID PARCEL #1, AS SHOWN ON THE ATTACHED MAP, THE BOUNDARIES OF WHICH ARE DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF COMMENCEMENT, BEING THE POINT OF INTERSECTION OF THE CENTERLINE OF TURKEY LAKE ROAD AND THE CENTERLINE OF THE EAST-WEST EASEMENT PARCEL #1, THENCE S89°42'11" W, 112.00 FEET TO A POINT ON A CURVE CONVEYING SOUTHWESTERLY, HAVING A CURVE CENTER OF 271.12 FEET, THENCE ALONG SAID CURVE, BEING THE POINT OF CURVATURE, THENCE S89°42'11" W, 112.00 FEET TO THE POINT OF COMMENCEMENT, CONTAINING THEREIN 0.04 ACRES, MORE OR LESS.

LEGAL DESCRIPTION: EASEMENT PARCEL #2

CONCERNING AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SECTION 2, TOWNSHIP 22 SOUTH, RANGE 32 EAST, COUNTY OF ORANGE, FLORIDA, A CERTAIN TRACT OF LAND, BEING SAID PARCEL #2, AS SHOWN ON THE ATTACHED MAP, THE BOUNDARIES OF WHICH ARE DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF COMMENCEMENT, BEING THE POINT OF INTERSECTION OF THE CENTERLINE OF TURKEY LAKE ROAD AND THE CENTERLINE OF THE EAST-WEST EASEMENT PARCEL #1, THENCE S89°42'11" W, 112.00 FEET TO A POINT ON A CURVE CONVEYING SOUTHWESTERLY, HAVING A CURVE CENTER OF 271.12 FEET, THENCE ALONG SAID CURVE, BEING THE POINT OF CURVATURE, THENCE S89°42'11" W, 112.00 FEET TO THE POINT OF COMMENCEMENT, CONTAINING THEREIN 0.04 ACRES, MORE OR LESS.

GENERAL NOTES:

- 1) METERS AND SAID ON THE CENTERLINE OF TURKEY LAKE ROAD ASSUMED TO BE 0.001 FEET FROM FLOOR ELEVATIONS AND 0.001 FEET FROM THE CENTERLINE OF TURKEY LAKE ROAD.
- 2) THE CENTERLINE OF TURKEY LAKE ROAD IS ASSUMED TO BE 10.00 FEET WIDE.
- 3) THE CENTERLINE OF TURKEY LAKE ROAD IS ASSUMED TO BE 10.00 FEET WIDE.
- 4) THE CENTERLINE OF TURKEY LAKE ROAD IS ASSUMED TO BE 10.00 FEET WIDE.
- 5) THE CENTERLINE OF TURKEY LAKE ROAD IS ASSUMED TO BE 10.00 FEET WIDE.



CURVE DATA

STATION	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE
0+00	S 89° 42' 11" W	112.00	S 89° 42' 11" W	112.00
0+11.20	S 89° 42' 11" W	112.00	S 89° 42' 11" W	112.00
0+22.40	S 89° 42' 11" W	112.00	S 89° 42' 11" W	112.00
0+33.60	S 89° 42' 11" W	112.00	S 89° 42' 11" W	112.00
0+44.80	S 89° 42' 11" W	112.00	S 89° 42' 11" W	112.00
0+56.00	S 89° 42' 11" W	112.00	S 89° 42' 11" W	112.00
0+67.20	S 89° 42' 11" W	112.00	S 89° 42' 11" W	112.00
0+78.40	S 89° 42' 11" W	112.00	S 89° 42' 11" W	112.00
0+89.60	S 89° 42' 11" W	112.00	S 89° 42' 11" W	112.00
0+90.80	S 89° 42' 11" W	112.00	S 89° 42' 11" W	112.00

TANGENT DATA

STATION	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE
0+00	S 89° 42' 11" W	112.00	S 89° 42' 11" W	112.00
0+11.20	S 89° 42' 11" W	112.00	S 89° 42' 11" W	112.00
0+22.40	S 89° 42' 11" W	112.00	S 89° 42' 11" W	112.00
0+33.60	S 89° 42' 11" W	112.00	S 89° 42' 11" W	112.00
0+44.80	S 89° 42' 11" W	112.00	S 89° 42' 11" W	112.00
0+56.00	S 89° 42' 11" W	112.00	S 89° 42' 11" W	112.00
0+67.20	S 89° 42' 11" W	112.00	S 89° 42' 11" W	112.00
0+78.40	S 89° 42' 11" W	112.00	S 89° 42' 11" W	112.00
0+89.60	S 89° 42' 11" W	112.00	S 89° 42' 11" W	112.00
0+90.80	S 89° 42' 11" W	112.00	S 89° 42' 11" W	112.00

THE CIVIL DESIGN GROUP, INC.
 4838 FORESTMAN DRIVE
 ORANGE, FLORIDA 32839
 PHONE (407) 261-1100

BUILDING AND UNIT PLAN OF
MedPlex A at Sand Lake Commons
 A CONDOMINIUM
 ORANGE COUNTY, FLORIDA

CONDOMINIUM BOOK
 AND PAGE

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 134

SHEET 2 OF 4

EXHIBIT "B"

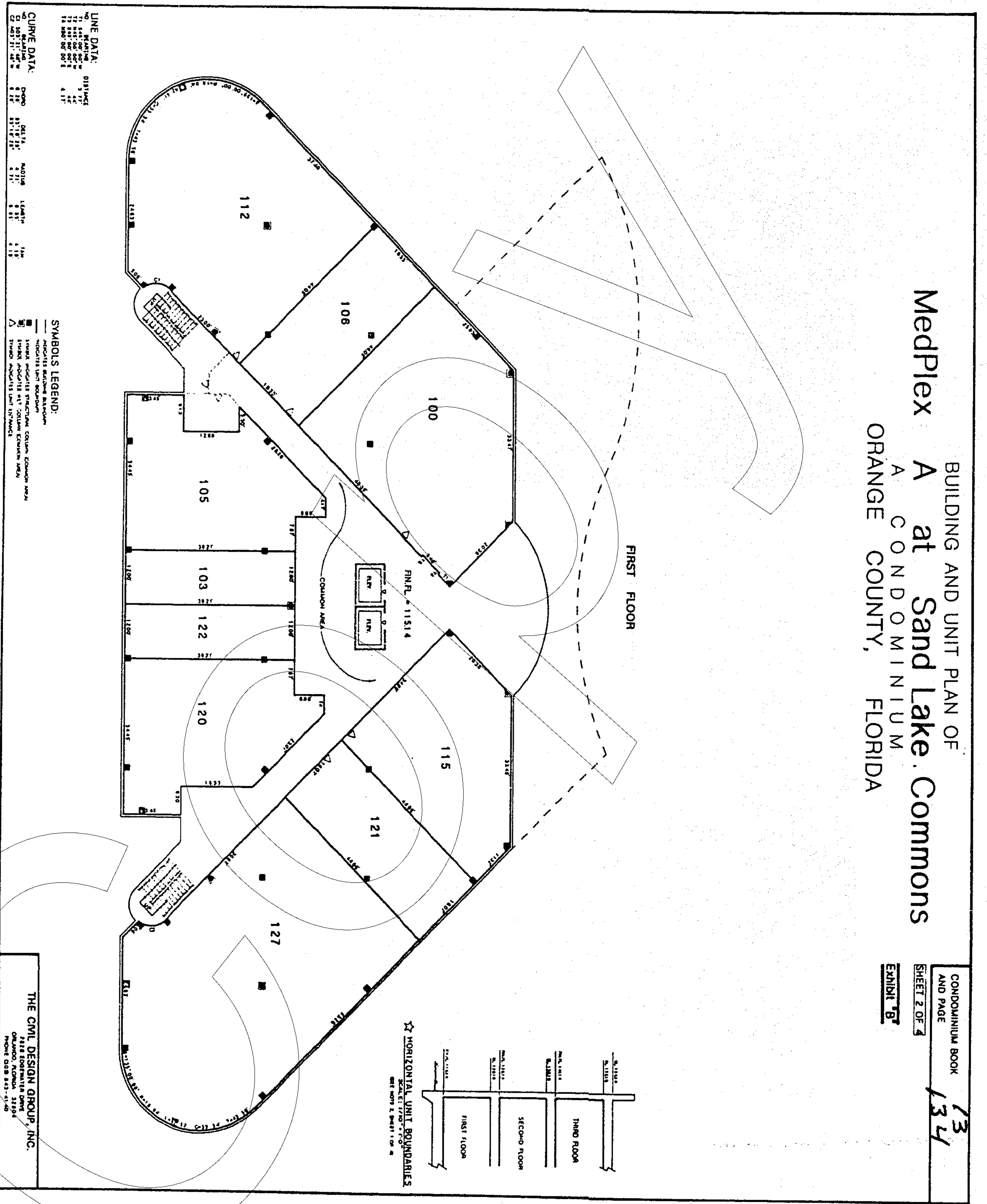


Exhibit "B"
 (Page 2 of 4)

OR3826 PG 1875

LINE DATA:

NO.	DESCRIPTION	DISTANCE
1	12 000 00 00' 0"	4.17'
2	12 000 00 00' 0"	4.17'
3	12 000 00 00' 0"	4.17'
4	12 000 00 00' 0"	4.17'
5	12 000 00 00' 0"	4.17'
6	12 000 00 00' 0"	4.17'
7	12 000 00 00' 0"	4.17'
8	12 000 00 00' 0"	4.17'
9	12 000 00 00' 0"	4.17'
10	12 000 00 00' 0"	4.17'
11	12 000 00 00' 0"	4.17'
12	12 000 00 00' 0"	4.17'
13	12 000 00 00' 0"	4.17'
14	12 000 00 00' 0"	4.17'
15	12 000 00 00' 0"	4.17'
16	12 000 00 00' 0"	4.17'
17	12 000 00 00' 0"	4.17'
18	12 000 00 00' 0"	4.17'
19	12 000 00 00' 0"	4.17'
20	12 000 00 00' 0"	4.17'
21	12 000 00 00' 0"	4.17'
22	12 000 00 00' 0"	4.17'
23	12 000 00 00' 0"	4.17'
24	12 000 00 00' 0"	4.17'
25	12 000 00 00' 0"	4.17'
26	12 000 00 00' 0"	4.17'
27	12 000 00 00' 0"	4.17'
28	12 000 00 00' 0"	4.17'
29	12 000 00 00' 0"	4.17'
30	12 000 00 00' 0"	4.17'
31	12 000 00 00' 0"	4.17'
32	12 000 00 00' 0"	4.17'
33	12 000 00 00' 0"	4.17'
34	12 000 00 00' 0"	4.17'
35	12 000 00 00' 0"	4.17'
36	12 000 00 00' 0"	4.17'
37	12 000 00 00' 0"	4.17'
38	12 000 00 00' 0"	4.17'
39	12 000 00 00' 0"	4.17'
40	12 000 00 00' 0"	4.17'
41	12 000 00 00' 0"	4.17'
42	12 000 00 00' 0"	4.17'
43	12 000 00 00' 0"	4.17'
44	12 000 00 00' 0"	4.17'
45	12 000 00 00' 0"	4.17'
46	12 000 00 00' 0"	4.17'
47	12 000 00 00' 0"	4.17'
48	12 000 00 00' 0"	4.17'
49	12 000 00 00' 0"	4.17'
50	12 000 00 00' 0"	4.17'
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53	12 000 00 00' 0"	4.17'
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80	12 000 00 00' 0"	4.17'
81	12 000 00 00' 0"	4.17'
82	12 000 00 00' 0"	4.17'
83	12 000 00 00' 0"	4.17'
84	12 000 00 00' 0"	4.17'
85	12 000 00 00' 0"	4.17'
86	12 000 00 00' 0"	4.17'
87	12 000 00 00' 0"	4.17'
88	12 000 00 00' 0"	4.17'
89	12 000 00 00' 0"	4.17'
90	12 000 00 00' 0"	4.17'
91	12 000 00 00' 0"	4.17'
92	12 000 00 00' 0"	4.17'
93	12 000 00 00' 0"	4.17'
94	12 000 00 00' 0"	4.17'
95	12 000 00 00' 0"	4.17'
96	12 000 00 00' 0"	4.17'
97	12 000 00 00' 0"	4.17'
98	12 000 00 00' 0"	4.17'
99	12 000 00 00' 0"	4.17'
100	12 000 00 00' 0"	4.17'

SYMBOLS LEGEND:

- UNIT'S BOUNDARIES
- UNIT'S BOUNDARIES (COMMON ROOM)
- △ UNIT'S BOUNDARIES (COMMON AREA)
- UNIT'S BOUNDARIES (COMMON AREA)

THE CIVIL DESIGN GROUP, INC.
 2122 EDENHILL DRIVE
 ORLANDO, FLORIDA 32804
 PHONE (407) 943-9140

BUILDING AND UNIT PLAN OF
Medplex A at Sand Lake Commons
 A CONDOMINIUM
 ORANGE COUNTY, FLORIDA

CONDOMINIUM BOOK 13
 AND PAGE 135
 SHEET 3 OF 4
 EXHIBIT "B"

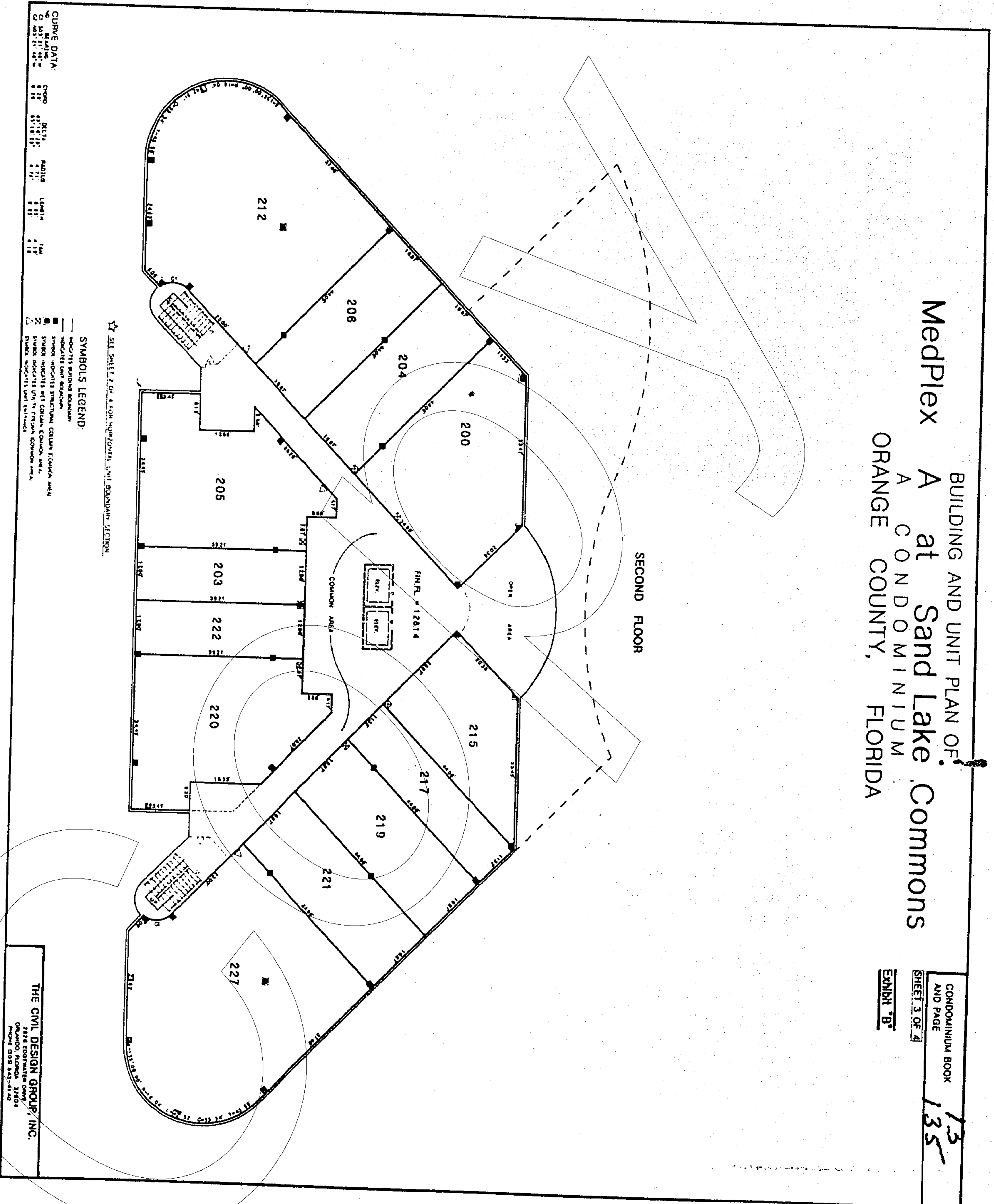


Exhibit "B"
 (Page 3 of 4)

THE CIVIL DESIGN GROUP, INC.
 2424 E. EDGEWATER DRIVE
 ORLANDO, FLORIDA 32804
 PHONE 407-843-9148

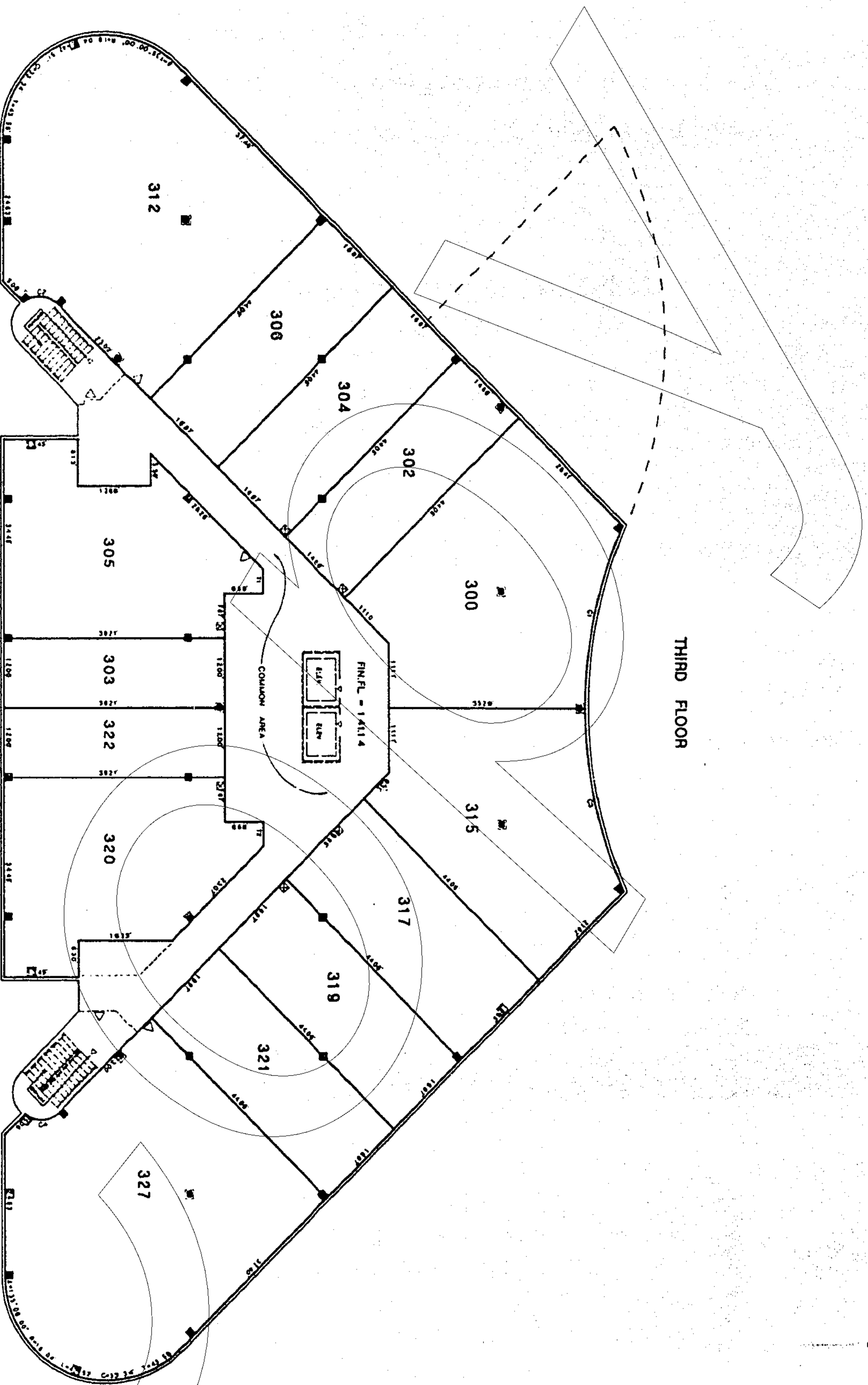
BUILDING AND UNIT PLAN OF
MedPlex A at Sand Lake Commons
 A CONDOMINIUM
 ORANGE COUNTY, FLORIDA

CONDOMINIUM BOOK
 AND PAGE

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SHEET 4 OF 4

EXHIBIT B



LINE DATA:
 01 0.00 0.00 0.00
 02 0.00 0.00 0.00
 03 0.00 0.00 0.00
 04 0.00 0.00 0.00

CURVE DATA:

Station	Curve	Delta	Radius	Length	Chord	Area
0+00	1	90.00	100.00	157.08	100.00	15708.00
0+15	1	90.00	100.00	157.08	100.00	15708.00
0+30	1	90.00	100.00	157.08	100.00	15708.00
0+45	1	90.00	100.00	157.08	100.00	15708.00
0+60	1	90.00	100.00	157.08	100.00	15708.00
0+75	1	90.00	100.00	157.08	100.00	15708.00
0+90	1	90.00	100.00	157.08	100.00	15708.00
1+05	2	180.00	200.00	314.16	200.00	31416.00
1+20	2	180.00	200.00	314.16	200.00	31416.00
1+35	2	180.00	200.00	314.16	200.00	31416.00
1+50	2	180.00	200.00	314.16	200.00	31416.00
1+65	2	180.00	200.00	314.16	200.00	31416.00
1+80	2	180.00	200.00	314.16	200.00	31416.00
1+95	2	180.00	200.00	314.16	200.00	31416.00
2+10	3	270.00	300.00	471.24	300.00	47124.00
2+25	3	270.00	300.00	471.24	300.00	47124.00
2+40	3	270.00	300.00	471.24	300.00	47124.00
2+55	3	270.00	300.00	471.24	300.00	47124.00
2+70	3	270.00	300.00	471.24	300.00	47124.00
2+85	3	270.00	300.00	471.24	300.00	47124.00
3+00	3	270.00	300.00	471.24	300.00	47124.00

SEE SHEET 2 OF 4 FOR HORIZONTAL UNIT BOUNDARY SECTION.

SYMBOLS LEGEND:

- MODULITE RAILING BOUNDARY
- MODULITE UNIT BOUNDARY
- FINISH MODULITE STRUCTURAL COLUMN EQUIDISTANT AREA
- FINISH MODULITE UNIT COLUEN EQUIDISTANT AREA
- FINISH MODULITE UNIT COLUEN EQUIDISTANT AREA
- FINISH MODULITE UNIT BOUNDARY

THE CIVIL DESIGN GROUP, INC.
 1400 S. FLORIDA AVENUE
 SUITE 3100
 ORANGE, FLORIDA 32668
 PHONE: 407.845.4140

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of MEDPLEX A AT SAND LAKE COMMONS, INC., a corporation organized under the Laws of the State of Florida, filed on September 18, 1986, as shown by the records of this office.

The document number of this corporation is N16862.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
19th day of September, 1986.



CR2E022 (10-85)

George Firestone
Secretary of State

Exhibit "C"
(Page 1 of 11)

OR3826 PG1878

FILED
SEP 10 11 08 AM '86
CLERK OF DISTRICT COURT
ORANGE COUNTY, FLORIDA

ARTICLES OF INCORPORATION

OF

MEDPLEX A AT SAND LAKE COMMONS, INC.

In order to form a corporation under and in accordance with the provisions of Chapter 617, Florida Statutes for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end, we, by these Articles of Incorporation, set forth:

ARTICLE I

NAME OF CORPORATION

The name of this corporation shall be MEDPLEX A AT SAND LAKE COMMONS, INC.

ARTICLE II

PURPOSE

The purpose and objects of the corporation shall be:

1. To administer the operation and management of MEDPLEX A AT SAND LAKE COMMONS, a professional office condominium located in Orange County, Florida, hereinafter in these Articles of Incorporation referred to as the "Condominium".

2. To undertake the performance of the acts and duties incident to the administration of the operation and management of said Condominium in according with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation and which may be contained in the formal Declaration of Condominium which will be recorded in the Public Records of Orange County, Florida, at the time said property, and the improvements now or hereafter situate thereon, are submitted to a plan of condominium ownership; and

3. To own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said Condominium.

4. To be the Association required by Section 718.111, Florida Statutes, for the purpose of operating the Condominium.

Exhibit "C"
(Page 2 of 11)

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8/28/86 ljw

OR3826 PG | 879

5. The Corporation shall be conducted as a not for profit organization for the benefit of its Members.

ARTICLE III

POWERS

The Corporation shall have the following powers:

1. The Corporation shall have all of the powers and privileges granted to corporations not for profit under Chapter 617, Florida Statutes, and all of the powers and privileges which may be granted unto said Corporation or exercised by it under any other applicable laws of the State of Florida, including the Condominium Act; and

2. The Corporation shall have all of the powers to exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Corporation pursuant to the Declaration of Condominium aforementioned, as may be reasonably necessary to implement and effectuate the purposes of the Corporation, including but not limited to the following:

(a) To make and establish reasonable rules and regulations governing the use of the property and facilities comprising the Condominium as said terms may be defined in said Declaration of Condominium to be recorded;

(b) To levy and collect assessments against Members of the Corporation to defray the Common Expenses of the Condominium as may be provided in said Declaration of Condominium and in the By-Laws of this Corporation which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with any property, whether real or personal, which may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in said Declaration of Condominium;

(c) To maintain, repair, replace, operate and manage the Condominium and the property comprising same, including

the right to reconstruct improvements after casualty and to make further improvements to the Condominium property;

(d) To contract for the management and maintenance of the Condominium property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcements of rules and maintenance and repair and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association; and

(e) To enforce the provisions of said Declaration of Condominium, these Articles of Incorporation, the By-Laws of the Corporation which may be hereafter adopted and the Rules and Regulations governing the use of the Condominium as same may be hereafter established.

3. No part of the net earnings of this Corporation may inure to the benefit of any private individual within the meaning of Section 528, Internal Revenue Code of the United States.

ARTICLE IV

MEMBERSHIP

The qualification of the Members, the manner of their admission to membership and termination of such membership and voting by Members shall be as follows:

1. This Corporation shall be organized without capital stock. The Corporation shall not have or issue shares of stock. No dividends shall be paid, and no part of the income of the Corporation shall be distributed to its Members, Directors or Officers, provided, however, that the Corporation may pay reasonable compensation for services rendered so long as no inurement under Section 528 of the Internal Revenue Code occurs.

2. The Owners of all Units in the Condominium shall be Members of the Corporation and no other persons or entities shall be entitled to membership, except as provided in Item 6 of this Article.

3. Membership shall be established by the acquisition of fee title to a Unit (as such term shall be defined in the Declaration of Condominium) in the CONDOMINIUM, or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial decree, or otherwise, and the Membership of any party shall be automatically terminated upon his being divested of all title to or his entire fee ownership interest in any Unit, except that nothing herein contained shall be construed as terminating the Membership of any party who may own two or more Units, or who may own a fee ownership interest in two or more Units, so long as such party shall retain title to or a fee ownership in any Unit.

4. The interest of a Member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Unit. The funds and assets of the Corporation shall belong solely to the Corporation subject to the limitation that the same be expended, held or used for the benefit of the Membership and for the purposes authorized herein, in the Declaration of Condominium and in the By-Laws which may be hereafter adopted.

5. Voting by the Members of this Corporation, in the affairs of this Corporation, shall be as set forth in the Declaration of Condominium establishing said condominium.

6. Until such time as the Declaration of Condominium shall be recorded in Orange County, Florida, the membership of the Corporation shall be comprised of the subscribers of these Articles, each of which subscribers shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

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ARTICLE V

CORPORATE EXISTENCE

The Corporation shall have perpetual existence unless sooner dissolved by law.

ARTICLE VI

CORPORATE OFFICES AND AGENT

The street address of the initial registered office of the Corporation is 100 E. Robinson Street, Orlando, FL 32806, and the name of the initial registered agent of the Corporation is THOMAS P. PAGE. Such registered agent and office may be changed from time to time as the Board of Directors of the Corporation may determine.

ARTICLE VII

OFFICERS

The affairs of the Corporation shall be managed by the President of the Corporation assisted by the Vice President, Secretary, Treasurer and Assistant Secretary, subject to the directions of the Board of Directors. The Board of Directors, or the President with the approval of the Board of Directors, may employ a Managing agent and such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the Condominium, and the affairs of the Corporation; and any such person or entity may be so employed without regard to whether such person or entity is a member of the Corporation or a Director or Officer of the Corporation, as the case may be.

The Board of Directors shall elect a President, Vice President, Secretary, Treasurer and Assistant Secretary. The President shall be a Member of the Board of Directors, but no other officer need be a director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of the President and Secretary or Assistant Secretary be held by the same person. The election of officers shall be held annually at the first

meeting of each Board of Directors next following the Annual Meeting of the membership and vacancies in offices shall be filled by election by the Board of Directors as same occur.

ARTICLE VIII

DIRECTORS

The number of Members of the first Board of Directors of the Corporation shall be four (4). The number of Members of succeeding Board of Directors shall be as provided from time to time by the Bylaws of the Corporation. The members of the Board of Directors shall be elected by the Members of the Corporation at the Annual Meeting of the Membership as provided by the Bylaws of the Corporation, and at least a majority of the Board of Directors shall be Members of the Corporation or shall be authorized representatives, officers, or employees of a corporate Member of the Corporation. Notwithstanding the foregoing, so long as COMMONS DEVELOPMENT GROUP (herein called "Declarant"), which term shall include its successors in such capacity, owns more than eighty-five percent (85%) of Units in the Condominium, Declarant shall be entitled to designate and appoint all Members of the Board of Directors. When Unit Owners other than Declarant own fifteen percent (15%) or more of the Units that will be operated ultimately by the Corporation, the Unit Owners shall be entitled to elect not less than one-third (1/3) of the Members of the Board of Directors. Unit Owners other than Declarant shall be entitled to elect not less than a majority of the members of the Board of Directors of the Corporation three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Corporation have been conveyed to purchasers, or three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Corporation have been conveyed to purchasers, or when all of the Units that will be operated ultimately by the Corporation have been completed, some of them have been conveyed to purchasers, and none of the other units are being offered for sale by Declarant in the ordinary course of business or when some of the Units have been conveyed

to purchasers, and none of the other Units that will be operated ultimately by the Corporation are being constructed or offered for sale by Declarant in the ordinary course of business, whichever first occurs. Declarant shall be entitled to elect not less than one (1) member of the Board of Directors as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Units that will be operated ultimately by the Corporation.

ARTICLE IX

BY-LAWS

The original Bylaws of the Corporation shall be adopted by majority vote of the Board of Directors. The Bylaws may be altered or rescinded only by the membership in such manner and by such vote as said Bylaws may provide.

ARTICLE X

INITIAL BOARD OF DIRECTORS

The names and Post Office addresses of the first Board of Directors who, subject to the provisions of these Articles of Incorporation, the Bylaws and the laws of the State of Florida, shall hold office until their successors are elected and have qualified, are as follows:

<u>Names</u>	<u>Addresses</u>
Robert L. Jones	Post Office Box 19067 Raleigh, NC 27619
Keith Harrod	Post Office Box 19067 Raleigh, NC 27619
Don F. White	Post Office Box 1687 Greenville, NC 27834
Bradford S. Kanan	7680 Republic Drive, Suite 110 Orlando, FL 32819

ARTICLE XI

SUBSCRIBERS

The Subscriber to these Articles of Incorporation is Robert L. Jones whose address is P. O. Box 19067, Raleigh, North Carolina 27619.

ARTICLE XII

INITIAL OFFICERS

The Officers of the Corporation who shall serve until the first election under these Articles of Incorporation shall be the following:

President	Robert L. Jones
Vice-President	Keith Harrod
Secretary	Bradford S. Kanan
Treasurer	Don F. White

ARTICLE XIII

INDEMNIFICATION

Every Director and every Officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, or by reason of his being or having been a Director or Officer of the Corporation, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties; provided, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of any other rights to which such Director or Officer may be entitled.

ARTICLE XIV

AMENDMENTS

An Amendment or Amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Corporation acting upon a vote of the majority of the Directors, or by the members of the Corporation holding a majority of the votes in

the Condominium, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by said Board of Directors or Members, such proposed amendment or amendments shall be transmitted to the President of the Corporation or other officer of the Corporation in the absence of the President, who shall thereupon call a special meeting of the members of the Corporation for a date not sooner than 20 days nor later than 60 days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting, stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or personally presented to each member not less than 10 days nor more than 30 days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, addressed to the member at his post office address as it appears on the records of the Corporation, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Corporation, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of the members holding not less than 2/3 of the votes in the Condominium in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of the State of Florida and upon the registration of such amendment or amendments with the Secretary of State, a certified copy thereof shall be recorded in the Public Records of Orange County, Florida, within 10 days from the date on which the same are so registered. At any meeting held to consider such amendment

FILED
SEP 16 1986
ORANGE COUNTY, FLORIDA

CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS
WITHIN THIS STATE, NAMING THE AGENT UPON
WHOM PROCESS MAY BE SERVED

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

That MEDPLEX A AT SAND LAKE COMMONS, INC., desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation at Orlando, Orange County, State of Florida, has named Thomas P. Page as its agent to accept service of process within the State.

A C K N O W L E D G M E N T

Having been named to accept service of process for the above stated corporation, at place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.



(Resident Agent)

OR3826 PG1888

MEDPLEX A AT SAND LAKE COMMONS, INC.

BYLAWS

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BYLAWS

OF

MEDPLEX A AT SAND LAKE COMMONS, INC.

A NONPROFIT CORPORATION

1. Identity. These are the Bylaws of MEDPLEX A AT SAND LAKE COMMONS, INC., hereinafter called the "Association", a nonprofit corporation as provided in Chapter 718, Florida Statutes, and organized pursuant to Chapter 617, Florida Statutes, for the purpose of operating MEDPLEX A AT SAND LAKE COMMONS (hereinafter referred to as the Condominium), pursuant to the Declaration of Condominium recorded by COMMONS DEVELOPMENT GROUP, (hereinafter referred to as Declarant).

1.1 Office. The office of the Association shall be located in Orange County, Florida.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.3 Seal. The seal of the corporation shall bear the name of the corporation, the word, "Florida", the words, "MEDPLEX AT SAND LAKE COMMONS, INC.", and the year of incorporation.

2. Members.

2.1 Qualification. The members of the Association shall consist of all the record owners of units in the Condominium.

2.2 Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Orange County, Florida, a deed or other instrument establishing record title to a unit in the Condominium. The membership of the prior owner shall be thereby terminated.

2.3 Voting Rights. The owner of record of each unit in the Condominium, including Declarant, shall be entitled to a number of votes that is equal to the percentage which the approximate square footage of his unit or units bears to the approximate square footage of all units in the Condominium.

2.4 Designation of Voting Representative. If a unit is owned by more than one person, the person entitled to cast the votes for the unit shall be designated by 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 person entitled to cast the votes for the unit shall be designated by a certificate of appointment signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. 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. A certificate designating the person entitled to cast the votes of a unit may be revoked by any owner thereof.

2.5 Approval or Disapproval of Matters. Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the votes of such owner if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration of Condominium or by these Bylaws.

2.6 Restraint Upon Assignment of Shares in Assets. The share of a member in the funds and assets of the Association

cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

3. Members Meetings.

3.1 Annual Members' Meetings. The annual members' meeting shall be held at the office of the Association at 7:30 p.m., Eastern Standard Time, on the first Wednesday in November of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day. Provided, the Board of Directors shall have the discretion to hold the annual meeting at any other time during November of each year which they may deem to be more convenient to the members of the Association.

3.2 Special Members' Meetings. Special members' meetings shall be held whenever called by a majority of the Board of Directors and must be called by such Directors upon receipt of a written request from members entitled to cast a majority of the votes of the entire membership.

3.3 Notice of All Members' Meetings. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given unless waived in writing. Such notice shall be in writing and furnished to each member at his address as it appears on the books of the Association and shall be mailed not less than twenty-one (21) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings. Notice of all such meetings shall be posted in a conspicuous place on the Condominium property at least fourteen (14) days prior to the meeting.

3.4 Quorum. A quorum at members' meetings shall consist of persons entitled to cast one-third (1/3) of the votes of the Association. The acts approved by a majority vote of those units represented at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number is required by the Declaration of Condominium or these By-Laws.

3.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and any lawfully adjourned meetings thereof, and must be filed with the Secretary before the appointed time of the meeting or any adjournment thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it.

3.6 Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

3.7 Order of Business. The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:

- (a) Call 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 Directors.
- (g) Unfinished business.
- (h) New business.
- (i) Adjournment.

3.8 Minutes of Meetings. The Association shall maintain minutes of each meeting of the membership and the Board of Directors in a businesslike manner and the minutes shall be kept in a book available for inspection by unit owners or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

4. Board of Directors.

4.1 Membership. The affairs of the Association shall be managed by a Board of no less than three (3) Directors nor more than nine (9) Directors. Each Director shall be a person entitled to cast a vote in the Association, except as provided in Section 4.2(d), 4.2(f), and 4.2(g) of these By-Laws.

4.2 Election of Directors.

(a) Members of the Board of Directors shall be elected by a majority of the votes of the owners present at the annual meeting of the members of the Association and entitled to vote. Cumulative voting is prohibited.

(b) Except as to vacancies caused by removal of Directors by members, vacancies on the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors, provided that vacancies caused by resignation of a Declarant-appointed Director shall be filled by the Declarant's appointment of a replacement.

(c) Any Director, with the exception of Declarant designated Directors pursuant to 4.2(d), (e), (f) and (g), may be removed, with or without cause, by concurrence of the holders of a majority of the votes of the members of the Association at a special meeting of the members called for that purpose. A special meeting of the unit owners to recall a member or members of the Board of Directors shall be called at the request of the holders of ten percent (10%) or more of the votes of the unit owners, and the notice of said special meeting shall state the purpose of the meeting. Any vacancy on the Board of Directors so created shall be filled by the members of the Association at the same meeting.

(d) Notwithstanding any other provision of these By-Laws to the contrary, the Declarant shall be vested with the power to designate the initial Board of Directors, who need not be members entitled to vote in the Association. The initial Board of Directors shall serve until unit owners are entitled to elect unit owners to replace a member or members of the initial Board of Directors as contained in the schedule set out in Paragraphs 4.2(e) and 4.2(f) hereof.

(e) The unit owners other than the Declarant shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors at such time as the Declarant has conveyed fifteen percent (15%) or more of the units in the

condominium that will be operated by the Association, or at such earlier time as the Declarant in its discretion may determine.

(f) The unit owners other than the Declarant shall be entitled to elect not less than a majority of the members of the Board of Directors:

(1) Three (3) years after the Declarant has conveyed to purchasers fifty percent (50%) of the units that will be operated ultimately by the Association; or

(2) Three (3) months after the Declarant has conveyed to purchasers ninety percent (90%) of the units that will be operated ultimately by the Association; or

(3) When all units that will be operated ultimately by the Association have been completed, some of the units have been conveyed to purchasers, and none of the remaining units are being offered for sale by the Declarant in the ordinary course of business; or

(4) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Declarant in the ordinary course of business, whichever occurs first, or at such earlier time as the Declarant in its discretion may determine.

(g) The Declarant is entitled to elect at least one member of the Board of Directors of the Association as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the condominium units to be operated ultimately by the Association.

(h) Prior to or not more than sixty (60) days after unit owners other than the Declarant elect a majority of the members of the Board of Directors of the Association, the Declarant shall relinquish control of the Association and the unit owners shall accept control. Simultaneously, the Declarant shall deliver to the Association all property of the unit owners and of the Association held or controlled by the Declarant, including, but not limited to, the following items, if applicable:

(1) Original or a photocopy of the recorded Declaration and all amendments certified by the Declarant or its agent as being a complete copy of the actual recorded Declaration;

(2) A certified copy of the Association Articles of Incorporation;

(3) A copy of the By-Laws;

(4) The minute books, including all minutes, and other books and records of the Association, if any;

(5) Any rules and regulations which have been promulgated;

(6) Resignation of officers and members of Board of Directors who are required to resign because the Declarant is relinquishing control of the Association;

(7) The financial records, including financial statements of the Association, and source documents since the incorporation of the Association through the date of turnover. The records shall be reviewed by an independent certified public accountant. The minimum report required shall be a review in accordance with generally accepted accounting standards as defined by rule by the Board of Accountancy;

(8) Association funds or control thereof;

(9) All tangible personal property that is property of the Association, represented by the Declarant to be part of the common elements, or ostensibly part of the common elements, and an inventory of that property;

(10) A copy of the plans and specifications utilized in the construction or remodeling of improvements and the supplying of equipment to the Condominium and for the construction and installation of all mechanical components serving the improvements and the site;

(11) Insurance policies;

(12) Copies of any certificates of occupancy which are available to Declarant;

(13) Any other permits issued by governmental bodies applicable to the Condominium property in force or issued within one year prior to the date the unit owners other than the Declarant take control of the Association.

(14) Roster of unit owners and their addresses and telephone numbers, if known, as shown on the Declarant's records;

(15) Leases to which the Association is a party;

(16) Employment contracts, if any;

(17) Service contracts, if any;

(18) Other contracts to which the Association is a party;

(19) All written warranties of the contractor, subcontractors, suppliers and manufacturers, if any, that are still effective.

4.3 Term. The term of each Director'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 elsewhere provided.

4.4 Organization Meeting. The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their elections at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

4.5 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, and notice shall be given or delivered to each Director, personally or by mail, telephone or telegraph at least three (3) days prior to the day of such meeting, and except in emergency, notice of such meetings shall be posted conspicuously on the Condominium property forty-eight (48) hours in advance for the attention of unit owners.

4.6 Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Except in the case of any emergency, notice of such meetings shall

be posted conspicuously on the Condominium property forty-eight (48) hours in advance for the attention of unit owners.

4.7 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

4.8 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except where approval by a greater number of Directors is required by the Declaration of Condominium, Articles of Incorporation or these By-Laws.

4.9 Adjourned Meetings. If at any meetings of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.10 Joinder in Meeting by Approval of Minutes. A Director may join in any action taken at a meeting of the Board of Directors by written concurrence, but such concurrence may not be used for the purpose of creating a quorum.

4.11 Presiding Officer. The presiding officer of Directors' meetings shall be the President. In the absence of the President, the Directors present shall designate one of their number to preside.

4.12 Assessments. Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

5. Powers and Duties of Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, the Declaration of Condominium, the Association's Articles of Incorporation and these By-Laws, shall be exercised by the Board of Directors, subject only to approval by unit owners when such is specifically required. Such powers and duties of the Directors shall include, but not be limited to, the following:

5.1 Assess. To make and collect assessments against members to defray the costs and expenses of the Condominium.

5.2 Disburse. To use the proceeds from assessments in the exercise of its powers and duties.

5.3 Maintain. To maintain, repair, replace and operate the Condominium.

5.4 Insure. To purchase insurance upon the Condominium property and insurance for the protection of the Association and its members as unit owners, as well as liability insurance for the protection of the Directors of the Association.

5.5 Reconstruct. To reconstruct common element improvements after casualty.

5.6 Regulate. To make and amend reasonable rules and regulations respecting the use of the common elements and units in the manner provided by the Declaration of Condominium.

5.7 Approve. To approve or disapprove of the plans and specifications for the construction, repair or replacement of partitioning walls or any improvements to be constructed on the Condominium property and each unit, in the manner set

forth in the Declaration.

5.8 Management Contract. To contract for the management and maintenance of the Condominium and to authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules and maintenance of the common elements. The Association shall, however, retain at all times the powers and duties granted it by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

5.9 Payments of Liens and Rents. To pay taxes and assessments which are liens against common elements, and to assess the same against the units, and to pay rent on the Ground Lease for the land on which the Condominium is located.

5.10 Enforce. To enforce by legal means provisions of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, the By-Laws and the Rules and Regulations.

5.11 Utilities. To pay the cost of all electric, water, sewer, and other utility services rendered to the Condominium not billed to owners of individual units.

5.12 Employment. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

5.13 Bank. To maintain bank accounts on behalf of the Association.

5.14 Fines. To levy fines against unit owners for violations of the Rules and Regulations established by the Association.

5.15 Purchase Units. The Association shall have the power to purchase units in the Condominium and to hold, lease, mortgage and convey same.

6. Officers.

6.1 Officers and Election. The executive officers of the Association shall be a President, who shall be a Director, a Vice President, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be pre-emptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Vice-President, Secretary or an Assistant Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary to properly manage the affairs of the Association.

6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation, including, but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall serve as chairman of all Board and members' meetings.

6.3 Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

6.4 Secretary and Assistant Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the Directors or the President. The Assistant Secretary shall perform duties of the Secretary when the Secretary is absent. The duties of the Secretary may be fulfilled by a manager employed by the Association.

6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices, provide for collection of assessments and perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager employed by the Association.

6.6 Indemnification of Directors and Officers.

(a) Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, or having been a Director or officer of the Association, or having served at the Association's request as a Director or officer of any other corporation, whether or not he is a Director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such Director or officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

(b) Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested Directors upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these By-Laws.

(c) The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director or officer of the Association against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these By-Laws.

7. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

7.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following and any other classifications as shall be appropriate, when authorized and approved by the Board of Directors. The

receipts shall be entered by the amounts of receipts by accounts and receipt classifications, and expenses by the amounts of expenses by accounts and expense classifications.

(a) Current Expense. Current expense shall include all receipts and expenditures to be made within the year for which the receipts are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to fund reserves. This shall include but not be limited to:

- (1) Cost for security;
- (2) Professional, administration and management fees and expenses;
- (3) Taxes;
- (4) Expense for refuse collection and utility services;
- (5) Expense for lawn care;
- (6) Maintenance and repair costs occurring annually;
- (7) Insurance costs;
- (8) Administrative and salary expenses;
- (9) Landscaping expenses;
- (10) Ground Lease rent;
- (11) Other expenses;
- (12) Reserves;
- (13) Operating capital.

(b) Reserve for Deferred Maintenance. Reserve for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

(c) Reserve for Replacement. Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

7.2 Budget. The Board of Directors shall adopt a budget for the Condominium for each calendar year which shall include the estimated funds required to defray the current expenses and may provide funds for the foregoing reserves.

(a) A copy of a proposed annual budget of common expenses shall be mailed to the unit owners not less than thirty (30) days prior to the meeting at which the budget will be considered, together with a notice of that meeting. The unit owners shall be given written notice of the time and place at which such meeting of the Board of Directors to consider the budget shall be held, and such meeting shall be open to the unit owners. If a budget is adopted by the Board of Directors which requires assessment against the unit owners in any fiscal year exceeding 115% of such assessments for the preceding year, upon written application of ten percent (10%) of the unit owners to the Board of Directors, 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 Directors or any member thereof,

at which special meeting unit owners shall consider and enact a budget. The adoption of the budget shall require a majority vote of the unit owners. In determining whether assessments exceed 115% of similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium property or in respect of anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis. There shall also be excluded from such computation assessments for betterments to the Condominium. Provided, however, that so long as the Declarant is in control of the Board of Directors, the Board shall not impose an assessment (exclusive of the above-excluded matters) for any year greater than 115% of the prior fiscal or calendar year's assessment without approval of a majority of all unit owners.

(b) The proposed annual budget of the Board of Directors shall be detailed and shall show the amounts budgeted by accounts and expense classifications including, if applicable, but not limited to, those classifications referred to in Florida Statutes, Section 718.112(2)(k). The budget will include reserve accounts for pavement resurfacing, roof replacement and building painting. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. Such reserve accounts may be deleted from the budget or reduced, if the membership of the Association has, by a two-thirds (2/3) vote at a duly called meeting of the Association, determined for a fiscal year to provide no reserves or reserves less adequate than set out herein.

7.3 Assessments. Assessments against the unit owners for their shares of the items of the budget shall be made in advance on or before December 20, preceding the year for which the assessments are made. Such assessments shall be due on January 1 of the assessment year but at the discretion of the Board of Directors may be payable in twelve (12) equal monthly installments, one of which shall come due on the first day of each month of the year for which the assessments are made. In any event assessments shall be payable not less frequently than quarterly. Assessments not paid in advance for the full year but paid in installments may bear interest at such annual rate of interest not to exceed the legal maximum as shall be determined by the Board of Directors of the Association. Assessments shall be made in an amount no less than 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. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due on the first day of each month until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due on the first day of the month next succeeding the month in which such amended assessment is made or as otherwise provided by the Board of Directors. The first assessment shall be determined by the Board of Directors of the Association.

7.4 Acceleration of Assessment Installments Upon Default. If a unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the unit owner, and then the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than ten (10) days after the delivery of the notice to the unit owner, or if such notice be by registered

or certified mail, not less than twenty (20) days after the mailing, whichever shall first occur.

7.5 Depository. The depository of the Association will be such bank or banks in Orange County, Florida, as shall be designated from time to time by the Directors, and the withdrawal of monies from such accounts shall be only by checks signed by such persons as authorized by the Directors.

7.6 Audit. On or before April 1 of each year, the Board of Directors of the Association shall mail or furnish by personal delivery to each unit owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications including, if applicable, but not limited to, those classifications set forth in Paragraph 7.1 of these By-Laws.

7.7 Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors as to all officers or members of the Board of Directors of the Association who control or disburse funds of the Association. The amount of such bonds shall be determined by the Directors; provided, however, that said bonds shall be in an amount not less than that required by statute. The premiums on such bonds shall be paid by the Association.

8. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these By-Laws.

9. Amendment. Amendments to these By-Laws shall be proposed and adopted in the following manner:

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

A resolution proposing the adoption of a proposed amendment may be proposed either by the Board of Directors or by one-tenth (1/10) of the members of the Association. Directors and members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, provided such approval is delivered to the Secretary prior to such meeting. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and not less than a majority of the votes of those members of the Association present at a meeting called for that purpose at which a quorum is present.

In the alternative, an amendment may be made by an agreement signed and acknowledged by a majority of the Board of Directors and the holders of a majority of the votes of the record owners of units subject to the jurisdiction of the Association in the manner required for the execution of a deed.

No amendment shall make any changes in the qualifications for membership nor the voting rights of members, without approval in writing by all members and the joinder of all record owners of mortgages upon each unit. No amendment shall be made that is in conflict with the Condominium Act or with the Declaration of Condominium. Provisions of these By-Laws reserving rights in favor of Declarant may not be amended without the approval of Declarant so long as Declarant shall have reserved rights hereunder.

A copy of each amendment shall be recorded among the Public Records of Orange County, Florida, along with a certificate executed by the President and attested by the Secretary or Assistant

Secretary of the Association reciting the facts necessary to establish that the amendment was duly adopted and said certificate shall be conclusively binding in favor of any person relying thereon.

No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined, and the words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Law. See By-Law _____ for present test." Non-Material errors or omissions in the By-Law amendment process shall not invalidate an otherwise properly promulgated amendment.

10. Rules and Regulation. Holders of a majority of the votes represented at a meeting at which a quorum is present may overrule the Board of Directors with respect to any rule promulgated, amended or modified. Copies of all promulgated rules and amendments or modifications thereto shall be furnished by the Board of Directors to unit owners not less than fifteen (15) days prior to the effective date thereof. At no time may any rule or regulation be promulgated, modified or rescinded to prejudice the rights reserved to the Declarant.

The foregoing were adopted as the By-Laws of MEDPLEX A AT SAND LAKE COMMONS, INC., a nonprofit corporation established under the laws of the State of Florida, at the first meeting of the Board of Directors on the 29th day of September, 19 86.


Bradford S. Kanan, Secretary

Approved:


Robert L. Jones, President

OR3826 PG1902

MEDPLEX-A

OWNERSHIP ALLOCATION

GROUND LEVEL

UNIT NUMBER	OWNERSHIP ALLOCATION
100	.0455
103	.0115
105	.0281
106	.0199
112	.0521
115	.0302
120	.0281
121	.0185
122	.0115
127	.0688

SECOND LEVEL

200	.0302
203	.0115
204	.0176
205	.0320
206	.0176
212	.0521
215	.0237
217	.0065
219	.0176
220	.0320
221	.0176
222	.0115
227	.0521

THIRD LEVEL

300	.0351
302	.0153
303	.0115
304	.0176
305	.0320
306	.0176
312	.0521
315	.0304
317	.0214
319	.0176
320	.0320
321	.0176
322	.0115
327	.0521

TOTAL 1.000

OR3826 PG | 903

Exhibit "E"

RECORDED & RECORD VERIFIED
Thomas H. Locke
County Comptroller, Orange Co., FL