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**DECLARATION OF CONDOMINIUM
FOR
SOUTHPOINT PARKWAY MEDICAL & DENTAL CONDOMINIUM**

Book 9765 Page 1313

THIS DECLARATION is made this 28th day of September, 2000 by Fetner & Hartigan Periodontics, a Florida general partnership (as to an undivided one-half interest), and Robert B. Swindle and Arthur R. Young, as tenants in common (as to an undivided one-half interest), (herein collectively, the "Developers"). The Developers, constituting all of the fee simple owners of the Land, make the following declarations:

1. DESCRIPTION OF CONDOMINIUM.

1.1 The Land. The land submitted to the form of condominium ownership and use is situated in Duval County, Florida, is described on Exhibit A, and consists of a parcel of real property (the "Land"), upon which commercial Improvements and common facilities have been constructed.

1.2 Submission Statement. Pursuant to Florida Statutes Chapter 718, as amended (the "Condominium Act"), the Developers hereby submit to the condominium form of ownership and use the Land, the improvements now and hereafter situated on the Land, personal property of the Association as hereinafter more particularly identified, and the easements and rights appurtenant to the Land (collectively, the "Condominium Property"). A survey and site plan of the Land and Improvements as located thereon is attached as Exhibits A-1 and B, respectively.

1.3 Name. The name of this condominium shall be SOUTHPOINT PARKWAY MEDICAL & DENTAL CONDOMINIUM (the "Condominium"). The street address is 4211 Southpoint Parkway, Jacksonville, Florida, 32216.

2. DEFINITIONS, RULES OF CONSTRUCTION AND EXHIBITS.

2.1 Definitions. As used in this Declaration, the following terms shall have the following meanings which shall be applicable equally to the singular and plural forms of the terms:

(a) "Articles" means the Articles of Incorporation of the Association, as existing from time to time, the initial form of which is attached as Exhibit C.

(b) "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owners and which may be assessed against less than all of the Unit Owners in accordance with this Declaration. "Assessments" include, but is not limited to, special assessments, fines and surcharges as described in this Declaration.

(c) "Association" means SOUTHPOINT PARKWAY MEDICAL & DENTAL CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, which is the entity responsible for the operation of the Condominium.

(d) "Board" means the Board of Directors of the Association pursuant to the Articles and Bylaws.

(e) "Building" means the structure or structures situate on the Condominium Property in which the Units are located, including, but not necessarily limited to, fixtures, installations, or additions comprising that part of the Building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of Units, but excluding unit floor coverings, wall coverings, ceiling coverings, and the following equipment located within a Unit: electrical fixtures, appliances, air conditioning equipment, heating equipment, heat pumps, water heaters, built-in cabinets, and professional equipment such as dental chairs and built-in cabinets.

(f) "Bylaws" mean the Bylaws of the Association, as existing from time to time, the initial form of which is attached as Exhibit D.

(g) "Common Elements" mean the portions of the Condominium Property which are not included within the Units, including:

(1) Entry porches or stoops;

(2) Easements through the Units for conduits, pipes, ducts, vents, plumbing, wiring, security systems, computer hardware and other facilities, equipment and fixtures for the furnishing of utilities, broadband, cable, heating, cooling, ventilation, security and other services to the Units and the Common Elements;

(3) All structural walls, beams, posts, and members within the Units, and easements of support in every portion of a Unit which contributes to the support of the Building, Units or Common Elements;

(4) All utilities and security areas, installations, apparatus and services which are available to serve (i) more than one Unit, or (ii) the Common Elements;

(5) All parking areas and all driveways, alleyways, sidewalks, and entrance ways and all other means of egress and ingress within and across the Land;

(6) All open areas contained within the Land;

(7) All tangible personal property owned by the Association and required for the maintenance and operation of the Condominium and for the common use and enjoyment of the Unit Owners;

(8) All fixtures located on the Land outside the Units owned or held for the common use, benefit, and enjoyment of all Owners of Units in the Condominium, including without limitation, all security lighting, canopies, ridge vents, metal panels, gutters, downspouts, entrance slabs and exterior signs (in accordance with requirements herein set forth), (but excluding

signage of each Unit Owner as provided in subparagraph (11) of this paragraph;

(9) Exterior lighting which is metered to other than a Unit;

(10) Exterior sprinkler system; and

(11) Exterior monument sign as now erected on the Land near the southwest corner, including the signage setting forth the street address. Such monument sign is designed so that there may be located on both the south and north faces thereof signage identifying the occupants of Unit A and Unit B. Both Unit A and Unit B have equal space on both the north and south sides of such monument sign to locate signage identifying the respective occupants thereof. The space on each such side initially so used by Unit A shall be a Limited Common Element of Unit A, and the space on each such side initially so used by Unit B shall be a Limited Common Element of Unit B. The type of lettering as initially installed on such monument sign shall hereafter be maintained as the exclusive type of lettering to be affixed to such monument sign, unless unanimously otherwise agreed by the Unit Owners. The street address affixed to such monument sign shall constitute a Common Element. Notwithstanding anything otherwise provided, if, after the initial installation of such signage in its Limited Common Element, either Unit shall change its signage, then such change shall be at the expense of such Unit Owner. If a Unit shall hereafter be subdivided as permitted by the Declaration, then each such subdivided Unit shall have the right to share the Limited Common Element on the monument sign as provided above for such Unit proportionate to the square footage of such resulting subdivided Units.

(12) Any other parts of the Condominium Property which are not included within the Units, as well as any other parts of the Condominium Property designated as Common Elements in this Declaration, or any amendment.

Common Elements shall not include improvements installed by Unit Owners within their respective Units, for their own behalf.

(h) "Common Expenses" means all expenses and assessments which are properly incurred by the Association for the Condominium, including:

(1) Expenses of administration, maintenance, operation, repair and replacement of the Common Elements and of the portions of the Units to be maintained by the Association;

(2) Costs of carrying out the powers and duties of the Association, including professional fees and insurance;

(3) Expenses declared Common Expenses by provisions of this Declaration, the Bylaws or any resolution of the Board;

(4) Any charge against the Condominium Property as a whole; and

(5) Insurance for directors and officers, maintenance and operation expenses, and security services, which are reasonably related to the general

benefit of the Unit Owners, even if such expenses do not attach to the Common Elements or the Condominium Property.

(i) "Common Surplus" means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses.

(j) "Condominium Property" means the Land and personal property that are subjected to condominium ownership under this Declaration, all improvements on the Land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

(k) "County" means the County of Duval, Florida.

(l) "Declaration" means this instrument, as existing from time to time.

(m) "Improvements" means all structures and artificial changes to the natural environment located on the Condominium Property.

(n) "Institutional Mortgagee" means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government and insurers and guarantors of mortgages, mortgage banker, or any other lender generally recognized as an institutional-type lender, or the Developer, holding a mortgage on a Unit or Units.

(o) "Limited Common Elements" shall mean and comprise the Common Elements which are reserved herein, or assigned, or granted separately herefrom, for the use of a certain Unit or Units to the exclusion of other Units, consisting of the following:

- (i) Each Unit Owner of a Unit in the Condominium has the right of exclusive use of the air space and ground space occupied by the air conditioning compressor, heat pump, air handler and equipment and fixtures appurtenant thereto, serving that Unit;
- (ii) Each Unit Owners shall have the exclusive use of facilities, including pipes, lines or wires providing services needed by that particular Unit Owner for the conduct of its business, for example, lines or pipes used to provide nitrous oxide or compressed air to a dental office;
- (iii) Each Unit shall have signage space on the monument sign as described and provided in Section 2.1(g)(11);
- (iv) Anything to the contrary in this Declaration notwithstanding, in the event a Unit Owner mortgages his Unit together with his Limited Common Elements (whether or not fully assignable apart from the Unit), such Limited Common Elements shall not be assignable apart from the Unit.

Reference herein to Common Elements shall include also all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided,

(p) "Unit" means a part of the Condominium Property which is subject to exclusive ownership, pursuant to this Declaration. The boundaries of each Unit is set forth in Section 3.3.

(q) "Unit Owner" means the record owner of a Condominium Unit. In the event that a Unit is owned of record by a corporation, partnership or other joint ownership entity (including, for the purposes hereof, tenants in common), the corporation, partnership or other entity may appoint a person to undertake the obligation of such Unit Owner.

2.2 Exhibits. The following exhibits are attached to and made a part of this Declaration for all purposes:

- EXHIBIT A - LEGAL DESCRIPTION
- EXHIBIT A-1 - SURVEY
- EXHIBIT B - SITE PLAN
- EXHIBIT C - ARTICLES
- EXHIBIT D - BYLAWS
- EXHIBIT E - GRAPHIC DESCRIPTION OF IMPROVEMENTS
AND UNITS
- EXHIBIT F - VOTES PER UNIT OWNER

3. DESCRIPTION OF CONDOMINIUM PROPERTY.

3.1 Number and Identification of Units. Exhibit B is a site plan of the Improvements. Exhibit E is a graphic description of the Condominium Property and depicts elevational views, floor plans identifying each Unit by number and the location thereof. Pages E-1 through E-6 of Exhibit E depict the Units.

3.2 Improvements. The Improvements include the Building as shown on Exhibit B, which Building contains one floor, with such floor containing two Units.

3.3 Unit Boundaries. The boundaries of each Unit shall be as follows:

(a) The upper horizontal boundary shall be the boundary of the horizontal plane of the bottom of the bottom cord of the roof trussed extended to an intersection with the vertical boundaries.

(b) The lower horizontal boundary shall be the upper surface of the unfinished floor surface.

(c) The vertical boundaries shall be:

(i) for divisions of space between the exterior and interior of the Buildings (the "Exterior Wall"), the unfinished inner surface of the exterior walls; and

(ii) for the interior divisions of space, the vertical plane ("Interior Boundary") existing along the centerline of the interior walls within the Building as shown in Exhibit B. The plane of the Interior Boundary line shall extend upwards and downwards along such line to intersect with the upper and lower horizontal boundaries.

(d) Exclusions. The Unit Owner shall not be deemed to own any spaces or Improvements lying beneath the unfinished inner surfaces of the perimeter walls and floors, above the lowest horizontal plane of the uppermost structural elements of each Unit, any spaces or Improvements lying beneath the unfinished inner surface of all interior columns, bearing walls, any pipes, ducts, vents, wires, conduits or other facilities, equipment or fixtures running through any interior wall or horizontal or vertical portion of a Unit, for the furnishing of utilities services, heating, cooling, ventilation or security services to Units or Common Elements. Notwithstanding the foregoing, lines providing specialized benefits serving a single Unit such as lines providing suction or nitrous oxide shall be the property of the Unit Owner of such Unit for which they provide such service and the responsibility to maintain the same shall be borne by such Unit Owner.

(e) Apertures. All glass and other transparent and/or translucent material, insect screens and screening in windows and doors, the material covering other openings in the exterior or interior walls of Units, where applicable, shall be construed to be within the boundaries or limits and part of the Unit exclusively served by such windows, doors and other openings.

3.4 Right to Divide Units. Any Unit Owner may divide a Unit provided:

(a) plans for the division are approved by the Board;

(b) plans and construction comply with all applicable governmental regulations;

(c) all Units retain unobstructed access to the Common Elements, unless waived in writing by the affected Unit and the necessary ingress/egress easements are granted;

(d) the subdividing Unit Owners pay any increased cost of utilities or maintenance resulting from the subdivision; and

(e) an amendment to this Declaration is approved in accordance with Section 6, executed and recorded in the County records and in compliance with the Condominium Act. The amended Declaration shall reallocate the shares of the Common Elements, Common Expenses and Surplus appurtenant to such Units so that the total shares allocated to such resulting Units are equal to the shares allocated to the Units before the division or combination.

4. APPURTENANCES TO UNITS. Subject to the right of the Association to adopt reasonable rules and regulations governing the use and operation of the Common Elements and Limited Common Elements, and subject to the other provisions of this Declaration, there shall be appurtenant, and pass with title to each Unit, the rights, shares and interests as provided by the Condominium Act and which shall include, without limitation, the following:

4.1 Common Elements, Common Surplus and Common Expenses. Each Unit shall include an undivided interest in the Common Elements, together with a right to use the Common Elements with others, and shall bear the same portion of the Common Expenses, except as otherwise determined by the Board pursuant to Section 13.

4.2 Right to Use. The right to use, exclusively, those portions of the Common Elements designated, reserved, or granted herein to a Unit as a Limited Common Element.

4.3 Easements.

(a) an exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is permanently vacated from time to time;

(b) non-exclusive easements, to be used and enjoyed in common with all Unit Owners, their guests, invitees, and lessees, for use of those Common Elements, including, without limitation, easements for:

(i) the furnishing and maintenance of private or public utility services to all parts of the Condominium Property over, across, upon, in and through the Land, the Buildings and other Improvements, as well as an easement through the Units for conduits, plumbing, wiring and mechanical equipment as the fixtures and equipment now exist and/or may be modified or relocated;

(ii) vehicular and pedestrian access over, across, upon, in and through the drives, roadways, sidewalks, entries, hallways, passageways, gates, walks, grounds, parking areas and other portions, if any, of the Common Elements as are intended or provided for pedestrian and vehicular traffic through the Condominium Property and for access to the Units;

(c) an exclusive easement for the unintentional and non-negligent encroachment by any Unit upon any other Unit or Common element, or vice versa, for any reason not caused by or resulting from the willful act of the Developers or any Unit Owner, including without limitation, encroachments caused by or resulting from the original construction of Improvements, which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching Unit or other Improvement, to the extent of such encroachment;

(d) an exclusive easement for the use of the area of Land and air space occupied by security systems, computer hardware, heating, air conditioning, heat pump, ventilation, water heating and other utilities apparatus, electrical meter boxes and wiring, water meter box, and cable and telephone wiring, exclusively serving a particular Unit, which exclusive easement shall be terminated automatically in any area of the Land or air space which is permanently vacated by such wiring or equipment; and

(e) to the extent necessary for the Unit Owner to conduct such Owner's profession in compliance with all applicable laws, ordinances, regulations, statutes and permits, a non-exclusive easement for additional pipes or lines to provide required service to the Unit of such Unit Owner including, but not limited to, lines for nitrous oxide and compressed air.

4.3 Membership. The right to membership in the Association upon the terms and conditions set forth in this Declaration.

4.4 Ingress and Egress. Each Unit Owner and his guests, invites, lessees and janitorial help, and all delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized by the Developer or Grantor of the easement referenced therein ("Grantor") to serve the

Condominium, holders of mortgage liens on the Condominium or any Unit and such other persons as the Association may from time to time designate, shall have the non-exclusive and perpetual right of ingress and egress over and across that portion of the Condominium Property designed or designated for such purpose as described or exhibited in Exhibits "A-1" and "B" attached hereto and made a part hereof, or as they may be amended in related documents recorded in the public records of the County.

5. THE ASSOCIATION.

5.1 Management of Condominium. The Association shall administer and manage the Condominium Property. The Association may, by contract, delegate in whole or in part its maintenance, management and operational duties and obligations, to the extent permitted by the Condominium Act.

5.2 Voting Rights of Unit Owners. All persons or entities owning a vested present interest of record in the fee title to any Unit shall automatically become members of the Association. There shall be appurtenant and pass with title to each Unit, the right to vote as a member of the Association. Votes per Unit Owner shall be in the same proportion as a Unit Owner's percentage share in the Common Elements, and are set forth in Exhibit F, which right may be exercised by the Unit Owners, or, to the extent permitted by the Condominium Act, the duly constituted proxy appointed by the Unit Owner in writing, at all meetings of members and in connection with all matters upon which all members of the Association are entitled to vote. The qualification of members, manner of admission to membership in the Association, termination of membership and voting by members shall be as provided in the Articles of Incorporation and Bylaws of the Association. In the event that a Unit is subdivided as provided in Section 3.4, the vote appurtenant to such Unit shall be assigned to the divided Unit without an increase or decrease in the total number of votes.

5.3 Voting Rights of Developers. Each of the Developers may exercise the right to vote any Units owned by such Developer in the same manner as any other Unit Owner.

6. AMENDMENT OF DECLARATION.

6.1 General Provisions. This Declaration may be amended only by an affirmative vote of 100% of the voting interests of the Association. Any amendment may be adopted by the Association members without a formal meeting by an instrument executed and acknowledged with the formalities of a deed by Association members owning all of the Units in the Condominium.

6.2 Redefinition of Units. The Developers have created Units in accordance with the existing space needs of Unit Owners. However, the Developers anticipate that the space needs of Unit Owners may change. In that event, this Declaration may be amended to redefine Unit boundaries, Common Elements, Common Expenses and Common Surplus. The certificate evidencing this type of amendment must be executed and recorded in accordance with Section 6.4 and contain the:

(a) reference to the volume and page of this Declaration, as recorded in the County records;

(b) amended floor plan;

(c) reallocation of Common Elements, Common Expenses, Common Surplus and voting rights of Association members. The above reallocations must,

when totaled, equal the same total number of shares or interest in Common Elements, Common Expenses, Common Surplus and voting rights as established by this Declaration; and

(d) the full text of the provision to be amended with new words inserted and underlined and words to be deleted lined through with hyphens, except as otherwise required by the Condominium Act.

6.3 Amendment to Correct Omission or Error In Condominium Documents. The Board may amend the Declaration for the purpose of correcting a defect, error or omission in the Declaration so long as such amendment does not materially or adversely affect the rights of Unit Owners or lienors.

6.4 Proviso. Except as elsewhere permitted herein, no amendment shall:

- (1) Change any "Condominium Parcel" (as defined in the Condominium Act) unless the record owner thereof and Institutional Mortgagees owning and holding a mortgage thereon shall join in the execution and acknowledgment of the amendment, or
- (2) Discriminate against any Unit Owner or against any Unit comprising part of the Condominium Property, unless the record owners of the affected Unit and Institutional Mortgagees owning and holding a mortgage thereon shall join in the execution and acknowledgment of the amendment, or
- (3) Change the share of Common Elements appurtenant to any Unit or the share of any Unit Owner in the Common Surplus, or increase the share of any Unit Owner in the Common Expenses, unless the record owners of any Units so affected and the Institutional Mortgagees owning and holding a mortgage thereon shall join in the execution and acknowledgment of such amendment, or
- (4) Make any change in Article 9 hereof, entitled "Insurance," nor in Article 10 hereof, entitled "Reconstruction or Repair After Casualty," unless all the Institutional Mortgagees owning and holding a mortgage on the Units shall join in the execution and acknowledgment of the amendment, or
- (5) Adversely affect the lien or priority of any previously recorded Mortgage to an Institutional Mortgagee.

The condominium regime may not be merged with a successor condominium regime without prior written approval of all Institutional Mortgagees.

6.5 Effective Date and Recording Evidence of Amendment. Amendments effected by the Board, Association or Unit Owners shall be evidenced by a certificate executed in accordance with the requirements for execution of a deed. An amendment of the Declaration is effective when it is recorded in the public records of the County.

7. MAINTENANCE, REPAIRS AND REPLACEMENTS. Responsibility for maintenance, repairs and replacements of Condominium Property shall be as follows:

7.1 Association. The Association shall maintain, repair and replace all Common Elements as well as any other items which the Board determines shall be maintained, repaired or replaced in accordance with this Declaration. Maintenance, repair and replacement standards shall be as is determined by the Board.

7.2 Entry for Maintenance. The Board, or the agents or employees of any Management Firm or Operating Entities retained by the Association or the Association, shall be allowed entry into any Unit for all of the following purposes:

- (a) maintaining, inspecting, repairing or replacing the Common Elements within the Units, if any, or which are accessible through the Units;
- (b) taking care of emergency circumstances threatening Units or the Common Elements; and
- (c) determining compliance with the provisions of this Declaration and the Bylaws of the Association.

7.3 Unit Owner. The Unit Owner shall maintain, repair and replace all portions of each Unit owned by Unit Owner promptly as need arises. Maintenance, repair and replacement standards shall be as is reasonably determined by the Board.

7.4 Failure to Maintain. In the event a Unit Owner fails to maintain such Unit Owner's Unit, makes any alterations or additions without the required consent, threatens the safety of the other Unit or otherwise violates or threatens to violate the provisions of this Declaration relevant to maintenance, alteration and repair, the Association shall have the right to levy an Assessment against the Unit Owner and such Unit Owner's Unit, in an amount necessary to remove any unauthorized addition or alteration and to restore the property to good condition and repair. The Association shall have the further right to have its employees or agents or any contractor or subcontractors appointed by them enter a Unit at all reasonable times to do such work as is deemed necessary by the Board of the Association to enforce compliance with the provisions of this Declaration.

7.5 Negligent or Willful Act of Unit Owner. The Board shall have the right to and shall levy an Assessment against a Unit Owner whose willful act or negligence or whose agents' willful act or negligence causes damage to the other Unit Owner's Unit or the Common Elements in an amount necessary to restore the affected property to good condition and repair. Notwithstanding the foregoing, no Assessment shall be levied on account of such damage to the extent that net compensation (i.e., proceeds received after all expenses incurred by the Association in securing the same) therefor shall be obtained by the Association from proceeds of insurance maintained by the Association.

7.6 Capital Improvements. Any capital improvements relating to the Condominium are within the discretion and determination of the Board.

8. MANAGEMENT AND OPERATING AGREEMENTS.

8.1 Management Firm. The Association, through its Board, may enter into a management agreement ("Management Agreement") with a professional management firm

("Management Firm"). The Association may delegate to the Management Firm certain powers of the Association, to the extent permitted under the Condominium Act.

8.2 Operating Agreement. The Association, through its Board, may enter into operating agreements ("Operating Agreements") with individuals or entities ("Operating Entities") and may delegate certain powers of the Association to the Operating Entities to the extent permitted by the Condominium Act.

8.3 Interested Directors. Some or all of the persons comprising the Board may have an interest in the Management Firm or an Operating Entity. These circumstances shall not constitute a breach of their duties and obligations to the Association, nor as possible grounds to invalidate such Management Agreement or Operating Agreement, in whole or in part.

9. INSURANCE. Insurance shall be carried and kept in force at all times in accordance with the following provisions:

9.1 Duty and Authority to Obtain. The Association shall obtain and keep in force at all times the insurance coverage which it is required hereby to carry and may obtain and keep in force such other or additional insurance coverage as it is authorized hereby to carry. All insurance obtained by the Association shall be purchased for the benefit of the Association and the Unit Owners and their mortgagees, and all policies of such insurance shall be deposited with and held by the Board of Directors of the Association or the "Insurance Trustee," (as herein identified, if an Insurance Trustee is appointed, at the sole and exclusive option of the Association acting through its Board of Directors); provided that a certificate evidencing a mortgagee endorsement shall be issued to the mortgagee of each Unit. The Unit Owners may, at their own expense, obtain insurance coverage against damage to and loss of the contents of the Unit, personal liability for injury to and death of persons and damage to and loss of personal property of others, and against additional operational expenses. Provided, however, that each policy of such insurance purchased by a Unit Owner shall, where such provision is available, state that the insurer waives its right of subrogation as to any claim or claims against other Unit Owners, the Association, and their respective employees, agents, guests and invitees.

9.2 Required Coverage. The Association shall purchase and carry casualty insurance covering all of the Buildings and other improvements, including personal property of the Condominium, including, without limitation, all "Building(s)" (as that term is defined in section 718.111(11)(b), Florida Statutes), Limited Common Elements and Common Elements (which may be jointly referred to as "Insured Property") in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the Board of Directors of the Association in accordance with reasonably acceptable appraisal practice; such insurance to include or afford protection against:

- (a) Loss or damage by fire or other hazards covered by the standard extended coverage and broad form and/or special form; and
- (b) Such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings and other improvements similar, in construction, location and use, to the building and other improvements of the Condominium, including without limitation, vandalism, malicious mischief, windstorm, and flood.

- (c) Comprehensive general liability insurance in the amount of \$1,000,000 for personal injury and \$500,000 for property damage and an umbrella policy of not less than \$2,000,000 for both, insuring the Association, the Board of Directors, the Management Firm, at the discretion of the Board of Directors, and each Unit Owner for claims arising out of or in connection with the ownership, operation or maintenance of any of the Condominium Property. This coverage shall exclude Unit Owner liability coverage for claims arising in connection with that portion of the property used and occupied exclusively by a particular Unit Owner. Such comprehensive general liability insurance shall also cover cross liability claims of one insured against the other and water damage and fire legal liability coverage. The Board of Directors shall review such limits once a year.
- (d) Workmen's compensation insurance to meet the requirements of law.
- (e) Loss or damage by flood, to the extent and limitations, if any, required or necessitated by law, without limitation, the Flood Disaster Protection Act of 1973, or any similar law or regulation.
- (f) Director and officer liability coverage, and to the extent the duties and obligations of the Board are delegated for such delegees.

9.3 Optional Coverage. The Association may purchase and carry other insurance coverage or obtain other endorsements including without limitation, products liability, agreed amount and inflation guard endorsements, construction code endorsements, steam boiler coverage and/or business interruption insurance as the Board, in its sole discretion, may determine from time to time to be in the best interests of the Association and Unit Owners, or as an Institutional Mortgagee may reasonably require while it holds a mortgage encumbering any Unit. Any waiver of subrogation contained in policies shall include waivers as to the Management Firm.

9.4 Premiums. Premiums for all insurance obtained and purchased by the Association shall be paid by the Association. Except that in the event that the use of a Unit results in an increase of insurance premium due to the high risk resulting from the use, such Unit Owner shall pay the difference in the premium resulting from the high risk nature of the risk use of the Unit. The cost of insurance premiums, and other incidental expenses incurred by the Association in administering and carrying out the provisions of this Article, shall be assessed against and collected from Unit Owners as a common expenses and maintenance fee.

9.5 Additional Provisions.

Any policy obtained by the Association must provide for the following, if available:

- (a) Recognition of any Insurance Trust Agreements.
- (b) The insurance will not be prejudiced by any act or neglect of individual Unit Owners which is not in the control of such Owners collectively.

- (c) The policy shall be primary in the event that the Unit Owner has other insurance covering the same loss.
- (d) The policy may not be canceled or substantially modified without at least thirty (30) days prior written notice to the Association and each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy.

9.6 Assured.

All policies of insurance obtained and purchased by the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the "Insurance Administrator," or to its successor as specified in Section 9.8, and the proceeds from insurance against any casualty loss shall be held for the use of the Association, Unit Owners and their respective mortgagees, as their interests may appear, to be applied or distributed in the manner herein provided. The Association is hereby constituted and appointed agent for all Unit Owners, with authority to negotiate and settle the value and extent of any and all losses covered under any policy of casualty insurance, and the Association is granted full right and authority to execute, in favor of any insurer, a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

9.7 Insurer.

All persons beneficially interested in the insurance coverage obtained, purchased and maintained by the Association, including without limitation Unit Owner(s) and Mortgagees, shall be bound by the Association's selection of its insurer(s) and the amount of insurance coverage carried and kept in force by the Association.

9.8 Insurance Trustee.

The Association shall have the right, but no obligation to designate an Insurance Trustee. If an Insurance Trustee is designated, all persons beneficially interested in such insurance coverage shall be bound by the Association's selection of the Insurance Trustee. If the Association fails or elects not to appoint such Insurance Trustee, the Board of Directors of the Association will perform all obligations hereinafter described and imposed upon the Insurance Trustee by this Declaration. Notwithstanding the foregoing, upon the demand of any Institutional Mortgagee, the Association shall cause an Insurance Trustee to be designated.

(a) Qualifications, Rights and Duties.

The Insurance Trustee shall be either a bank with trust powers, doing business in the State of Florida, the Board, or an attorney who is a member of the Florida Bar. The Insurance Trustee, if a bank or attorney, shall not be liable for the payment of premiums, the renewal of any policy or policies of casualty insurance, the sufficiency of coverage, the form or content of policies, nor for the failure to collect any insurance proceeds. The duties of the Insurance Trustee, if a bank or attorney, shall be to hold such insurance policies as may be placed with it pursuant to the provisions hereof, and to receive such proceeds of casualty insurance as are paid to it and hold the same in trust for the purposes herein stated, and for the benefit of the Association, Unit Owners and their respective mortgagees, to be disbursed as herein provided. The Association shall pay a

reasonable fee to the Insurance Trustee, if a bank or attorney, for services rendered hereunder and shall pay such costs and expenses as the Insurance Trustee may incur in the performance of its duties hereunder, such fees and costs to be assessed against and collected from Unit Owners as a Common Expense. The Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then only for such money as may come into the possession of the Insurance Trustee. If and when the Insurance Trustee is required to distribute insurance proceeds to Unit Owners and their mortgagees, as their respective interests may appear, the Insurance Trustee, if a bank or attorney, may rely upon a certificate of the President and Secretary of the Association, executed under oath and provided to the Insurance Trustee upon request to the Association, such certificate to certify the name or names of the owners of each Unit, the mortgagee(s) thereof, and the respective percentages of any distribution which is to be made to the Unit Owner(s) and mortgagee(s), as their respective interests may appear. If and when insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holder(s) of any Mortgage or Mortgages encumbering a Unit shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage, and shall not have the right to elect to apply insurance proceeds to the reduction of indebtedness secured by such Mortgage(s), unless the insurance proceeds represent a distribution to the Unit Owners and the mortgagee(s) thereof, after such insurance proceeds have been first applied to repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the Owner(s) of the Unit, and the mortgagee(s) thereof by reason of loss of or damage to personal property constituting a part of the Common Elements and as to which a determination is made not to repair, replace or restore such personal property.

9.9 Application of Insurance Proceeds.

The proceeds of casualty insurance paid to the Insurance Trustee by an insurer for loss or damage to real and/or personal property upon which the Association carries insurance, shall be applied and paid as follows:

(a) Common Elements Only.

The proceeds paid to the Insurance Trustee for loss of or damage to real property constituting Common Elements only shall be applied to the repair, replacement or reconstruction of such loss or damage. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements, the excess shall be paid by the Insurance Trustee to the owners of all Units, and their respective mortgagees, as their interests may appear, in shares or proportions equal to the undivided interest appurtenant to each Unit in the Common Elements. If the insurance proceeds shall be insufficient to pay the cost of the repair, replacement or reconstruction of such Common Elements, the Association shall deposit with the Insurance Trustee, from any Association Reserve Fund which may have been established, the difference between the total cost of repairing, replacing or reconstructing such loss or damage and the amount to the insurance proceeds. If no such Association Reserve Fund has been established, or if any such Association Reserve Fund has been established and is insufficient to pay the Insurance Trustee such difference, the Association shall assess the amount of the difference against, and collect it from, all Unit Owners, as a Common Expense.

(b) Units.

The proceeds paid to the Insurance Trustee for loss of or damage to any portion of the Building, to the extent it constitutes damage to Common Elements and one or

more Units of the Condominium, shall be first applied to the repair, replacement or reconstruction of Common Elements, then to the repair, replacement or reconstruction of any Unit or Units in the Building which has been destroyed or damaged. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements and Units, the excess shall be paid by the Insurance Trustee to the owners of the damaged or destroyed Units and their respective mortgagees, as their interest may appear, in shares or proportions equal to the undivided interest appurtenant to each such Unit in the Common Elements. If the insurance proceeds shall be sufficient to pay for the repair, replacement or reconstruction of the Common Elements but shall be insufficient to pay the cost of the repair, replacement or reconstruction of the damaged or destroyed Unit or Units in the Building, the Association shall assess the amount of the difference against, and collect the same from, the owner(s) of the Unit(s) damaged or destroyed, in that proportion that the amount of damage sustained to each such Unit bears to the total deficit, and deposit such sum with the Insurance Trustee to be applied by the Insurance Trustee toward the total cost of repairing, replacing or reconstructing all of such damaged or destroyed Common Elements and Units. If the insurance proceeds shall be insufficient to pay the cost of the repairs, replacements or reconstruction of the Common Elements and the damaged or destroyed Unit or Units in the Building, the Association shall assess the amount of the difference against, and collect the same from all Unit Owners, the total cost of repairing or replacing the Common Elements as a common expense. The cost of repairing, replacing or reconstructing the Unit or Units destroyed or damaged shall be assessed by the Association against, and collected from, the owner(s) of such damaged or destroyed Units.

(c) Proceeds of Optional Property Coverage.

If any, proceeds from any damage occasioned solely to Units and/or certain portions of all of the contents thereof not included in Insured Property, as determined by the Association in its sole discretion, (collectively "Optional Property"), are collected by reason of optional insurance which the Association elects to carry thereon, such proceeds shall be held for the benefit of the Owners of the Units or other portions of the Optional Property damaged in proportion to the cost of repairing the damage suffered by each such affected Owner, which cost and allocation shall be determined in the sole discretion of the Association.

9.10 Deposits to Insurance Trustee After Damage.

Within sixty (60) days after a loss of or damage to Condominium Property covered by casualty insurance, but in any event as soon as reasonably possible, the Association shall obtain estimates of the cost of repairing, replacing or restoring the same, including the cost of professional fees and any construction bond which the Board of Directors may require. If, from such estimates, it shall appear that the insurance proceeds payable for such loss or damage will be insufficient to pay the total costs thereof, the additional money required to pay the total cost thereof, whether it is to be paid by one or more Unit owners, shall be deposited with the Insurance Trustee not later than thirty (30) days for (i) the day on which the Insurance Trustee receives the insurance proceeds or (ii) the date of receipt of cost estimates for repair or replacement, whichever last occurs.

10. RECONSTRUCTION OR REPAIR AFTER CASUALTY. If any part of the Condominium Property is damaged by casualty, whether and how it shall be reconstructed or repaired shall be determined as follows:

10.1 Damage to Units. Where loss or damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, any Association

insurance proceeds on account of the damage, less the deductible, shall be distributed to such contractors, suppliers, and personnel for work done, materials supplied, or services required for reconstruction or repair. Payments shall be in such amounts and at such times as the damaged Unit Owner may direct provided, however, (i) it shall be made in a commercially prudent manner, and (ii) there shall always be reserved sufficient insurance proceeds to occasion substantial completion of the requisite work necessary to repair and reconstruct such Unit to the condition it was in prior to such loss or damage. Each Owner of a damaged Unit shall be responsible for reconstruction and repair and shall bear the cost thereof, if any, in excess of the insurance proceeds.

10.2 Damage to Common Elements - Less Than "Very Substantial". Where loss or damage occurs to the Common Elements, but the loss is less than "very substantial," as hereinafter defined, it shall be mandatory for the Association to repair, restore, or rebuild the damage caused by the loss, and the following procedures shall apply:

10.2.1 Estimates. The Board shall promptly obtain reliable and detailed estimates of the cost of reconstruction and repair, and shall negotiate and contract for the work.

10.2.2 Insurance Insufficient. If the net proceeds of insurance plus available reserves are insufficient to pay for the cost of reconstruction and repair of the Common Elements, the Association shall promptly, on determination of the deficiency, levy a special assessment against all Unit Owners. Such special assessments need not be approved by the Unit Owners. The special assessments shall be added to the proceeds available for reconstruction and repair of the Property.

10.2.3 "Very Substantial" Damage. As used in this Declaration, the term "very substantial" damage shall mean loss or damage whereby all of the Units are rendered unusable for their intended purpose. Should such "very substantial" damage occur, then:

10.2.3.1 Owner's Meeting. A meeting of the Association shall be called by the Board to be held within a reasonable time after the casualty. A determination by the Board as to what is a reasonable time shall be conclusive. The purpose of the meeting shall be to determine the wishes of the membership with reference to reconstruction or termination of the Condominium, subject to the following:

10.2.3.1.1 Insurance Sufficient. If the insurance proceeds and reserves available for reconstruction and repair less the deductible are sufficient to cover the cost thereof, so that no special assessment is required except for the deductible, the Condominium Property shall be reconstructed or repaired unless the then applicable zoning or other regulatory laws will not allow reconstruction of the same number and general type of Units, in which case the Condominium shall be terminated pursuant to Section 16.

10.2.3.1.2 Insurance Insufficient. If the insurance proceeds and reserves available for reconstruction and repair are not sufficient to cover the cost thereof so that a special assessment aggregating more than \$100,000 will be required, then unless at least all of the voting interests of the Association vote in favor of such special assessment and against termination of the Condominium, it shall be terminated pursuant to Section 13. If all of the voting interests of the Association approve the special assessment, the Association, through its Board, shall levy such assessment and shall proceed to negotiate and contract for such reconstruction and repairs. The special assessment shall be added to the proceeds of insurance and reserves available for reconstruction and repair of the Property.

10.2.4 Disputes. If any dispute shall arise as to whether "very substantial" damage has occurred, a determination by the Board shall be binding on all Unit Owners.

10.3 Application of Insurance Proceeds. It shall be presumed that the first moneys disbursed for reconstruction and repair shall be from the insurance proceeds and they shall first be applied to reconstruction of the Common Elements and Association Property and then to the Units; if there is a balance in the funds held by the Association after the payment of all costs of reconstruction and repair, such balance shall be retained by the Association. However, if special assessments were made pursuant to Section 10.2.3.1.2 hereof, then all or a part of the remaining money shall be returned to the Unit Owners paying said assessments pro rata, according to the amount each paid, up to the full amount each paid, and then to the Association.

10.4 Equitable Relief. In the event of very substantial damage to the Condominium Property, and if the Condominium Property is not reconstructed or repaired within a reasonable period of time, any Unit Owner may petition a court for equitable relief, which may include a termination of the Condominium and a partition. For the purposes of this provision, it shall be conclusively presumed that reconstruction or repair has occurred within a reasonable period of time if substantial work is commenced within such time following the damage or destruction as is determined by the Board to be reasonable and the work proceeds without intentional and unreasonable unwarranted delay to completion.

10.5 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original Building, or in lieu thereof, according to plans and specifications approved by the Board and by 100% of the voting interests of the Association.

11. GRANT OF EASEMENT.

11.1 Easements. Subject to the provisions of Section 11.2, the Association shall have the right to grant any necessary easements over, across, upon, in and through the Condominium Property.

11.2 Limitations on Grants of Easement. Notwithstanding anything otherwise provided, no easement shall be granted over, across, upon, in or through the Condominium Property unless the use of the easement will not unreasonably interfere with the affected Units or their respective Unit Owners.

12. COMPLIANCE AND DEFAULT. Each Unit Owner shall be governed by and shall comply with the terms of the Declaration, the Articles of Incorporation and Bylaws of the Association, and any and all uniform and non-discriminatory rules and regulations adopted pursuant to these condominium documents, as they may be amended from time to time (the "Condominium Regulations"). The Board shall determine the penalty, fine or other action to be taken upon failure of a Unit Owner to comply with the Condominium Regulations.

13. ASSESSMENTS AND LIENS.

13.1 General. To provide the funds necessary for proper operation and management of the Condominium Property, the Board is granted the right to make and levy, and the Association is granted the right to collect Assessments against all Unit Owners and Units. Each Unit Owner shall be liable for all Assessments due and unpaid prior to such Unit Owner's period of ownership as well as all Assessments coming due while he is a Unit Owner.

13.2 General Assessments. The Board, by majority vote, shall approve annual budgets of projected Common Expenses for each fiscal year and assess each Unit Owner the proportionate share of Common Expenses which shall be generally in accordance with each Unit Owner's percentage of ownership of the Common Elements. However, the Board, by majority vote, may either prospectively or retrospectively assess any Unit Owner for any expenses paid by the Association which are attributable solely to a particular Unit, including:

(a) an increase in insurance premiums based upon a Unit Owner's activities status, or

(b) any other increase in the annual budget attributable to a particular Unit.

13.3 Payment of Assessments. Assessments shall be payable by Unit Owners in installments, promptly on the installment dates as established and announced by the Board.

13.4 Units Owned by the Association. Should the Association become a Unit Owner, any Assessment which would otherwise be due and payable by that Association-owned Unit shall be apportioned and levied against the remaining Unit Owners.

13.5 Reserve Fund. The Board, in establishing each Annual Budget, may include a sum to be collected and maintained as a reserve fund for the capital expenditures, deferred maintenance and replacement of Common Elements and personal property held for the joint use and benefit of the Unit Owners.

13.6 General Operating Reserve. The Board, when establishing each Annual Budget, may, when deemed necessary or desirable, include a sum to be collected and maintained as a general operating reserve to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by owners of Units, as a result of emergencies or for other reason placing financial stress upon the Association.

13.7 Special Assessments for Improvements and Additions. In addition to the regular annual assessment, the Board may levy special assessments for the following purposes:

(a) Construction or reconstruction, repair or replacement of capital Improvements upon the Condominium Property including the necessary fixtures, landscaping and personal property related thereto;

(b) for additions to the Condominium Property;

(c) to provide for the necessary facilities and equipment to offer the services authorized herein;

(d) to repay any loan made to the Association to enable it to perform the duties and functions authorized herein whether such loan shall be made in the year of such assessment or any prior year; and

(e) against a specified Unit for the payments of fines or expenses incurred due to the failure of a Unit Owner to properly maintain such Unit Owner's Unit to comply with the provisions of this Declaration or to pay for increased insurance premium.

14. ASSESSMENTS: LIEN AND ENFORCEMENT.

14.1 Lien for Assessment. The Association shall have a lien upon each Unit and its appurtenant undivided interest in Common Elements in accordance with the Condominium Act, for nonpayment of assessments.

15. REGISTRY OF OWNERS. The Association shall at all times maintain a register of the names of the Unit Owners. Upon the transfer of title to any Unit, the transferee shall notify the Association in writing of such transferee's interest in such Unit together with recording information identifying the instrument by which such transferee acquired such transferee's interest in the Unit.

16. TERMINATION. The Condominium may be terminated in the following manner, in addition to the manner provided by the Condominium Act:

16.1 Agreement. The Condominium may be terminated at any time by the approval in writing of all Unit Owners.

16.2 Certificate. 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 the County.

16.3 Shares of Unit Owners After Termination. After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective lienors shall have liens upon the respective undivided shares of the Unit Owners. Such undivided shares of the Unit Owners shall be the same as the undivided interest in the Common Elements appurtenant to the Unit Owners, prior to the termination.

17. CONDEMNATION.

17.1 General. Whenever all or any part of the Condominium Property shall be taken by any authority having the power of condemnation or eminent domain, all Unit Owners shall be entitled to notice and to participate in the proceedings unless otherwise prohibited by law. The award made for any taking shall be payable to the Association. Any award shall be equitably disbursed as the Board reasonably determines, subject, however, to the rights of any Institutional Mortgagees. Should a taking necessitate the reallocation of ownership shares in the Common Elements, the reallocation shall be made by the Board as an amendment to this Declaration based on the number of square feet contained in a Unit divided by the then total square feet contained in all the Units.

18. USE RESTRICTIONS. In order to provide for mutually beneficial occupancy of the Condominium Property and for the protection of the value of the Units, the use of the Condominium Property shall be in accordance with the following provisions:

18.1 Zoning. Each Unit shall be used only for medical or dental offices or office use allied with the medical or dental profession, or for law offices or office use allied with the legal profession, or for accounting offices or office use allied with the accounting profession.

18.2 Nuisances. Nothing shall be done or maintained on any Unit which may become a nuisance to other Unit Owner. In the event of a dispute or question as to what

may be or become a nuisance such dispute or questions shall be submitted to the Board and the written decision of the Board shall be dispositive of such dispute or question. The usual and necessary level of noise created by the use of the Units as permitted under the applicable zoning laws and regulations shall not be deemed a nuisance.

18.3 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. There shall be no obstruction or alteration of, nor shall anything be stored, altered or constructed in, or removed from, the Common Elements without the prior written consent of the Association. The Association shall have the right to reserve two parking spaces for each Unit, on a non-discriminatory basis.

18.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property and all valid laws, zoning laws and regulations of all governmental bodies having jurisdiction shall be observed.

18.5 Regulations. Additional reasonable regulations and rules concerning the use of the Condominium Property may be adopted, modified or amended from time to time by the Board. Copies of regulations and amendments shall be furnished by the Association to all Unit Owners and occupants of the Condominium upon request.

18.6 Enforcement. The Association may enforce all the restrictions set forth in this Section and the Declaration in any manner it deems necessary including without limitation, injunctions, suit for damages, or fines. Notwithstanding anything herein otherwise provided, no fine may exceed \$100 per violation, however, a fine may be levied on the basis of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000. Further, no fine may be levied except after giving reasonable notice and opportunity for hearing to the Unit Owner.

19. MISCELLANEOUS.

19.1 Severability. The invalidity in whole or in part of any covenant or restrictions, or any section, subarticle, sentence, clause, phrase, word, or other provision of this Declaration, the Articles of Incorporation, Bylaws or Regulations of the Association shall not affect the validity of the remaining portions.

19.2 Applicability of Declaration of Condominium. All present or future owners, lessees, tenants, or any other person who might use the facilities of the Condominium Property in any manner, are subject to the provisions of this Declaration, and the mere acquisition or rental of any Unit, or mere act of occupancy of any Unit, shall signify that the provisions of this Declaration of Condominium are accepted and ratified in all respects.


19.3 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan of condominium ownership. Provisions of the Condominium Act are hereby adopted and made a part of this Declaration. In the event of any conflict between the provisions of this Declaration and the Condominium Act, the provisions of the Condominium Act shall prevail.

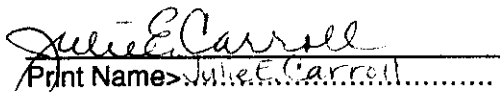
19.4 Parties Bound. The restrictions and burdens imposed by this Declaration are intended to and shall constitute covenants running with the Land, and shall constitute an equitable servitude upon each Unit and its appurtenant undivided interest in Common Elements and this Declaration shall be binding upon and benefit all parties who may

subsequently become Owners of Units in the Condominium, and their respective heirs, legal representatives, successors and assigns.


IN WITNESS WHEREOF, the Developers have caused the foregoing Declaration to be executed.

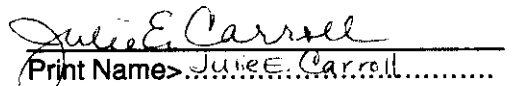
Signed, sealed and delivered in the presence of:

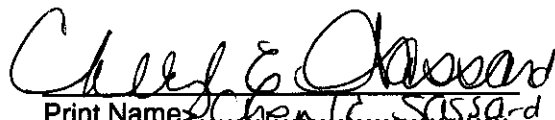

Print Name > Cheryl E. Sassard


Print Name > Julie E. Carroll

As to Fetner & Hartigan Periodontics, a Florida general partnership



Print Name > Cheryl E. Sassard


Print Name > Julie E. Carroll
As to Robert B. Swindle, D.M.D.


Print Name > Cheryl E. Sassard



Print Name > Julie E. Carroll
As to Arthur R. Young, D.M.D.

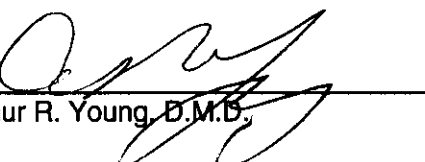
Fetner & Hartigan Periodontics, a Florida general partnership

By: 
Alan E. Fetner, D.M.D., General Partner

By: 
Mary S. Hartigan, D.M.D., General Partner

Being all of the General Partners in Fetner & Hartigan Periodontics, a Florida general partnership


Robert B. Swindle, D.M.D.


Arthur R. Young, D.M.D.

"THE DEVELOPERS"

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 28th day of Sept, 2000 by Alan E. Fetner, D.M.D., as general partner of Fetner & Hartigan Periodontics, a Florida general partnership, on behalf of the partnership. He () is personally known to me or () has produced _____ (Florida Driver's License) as identification.

Cheryl E. Sassard

Print Name>.....
Notary Public, State of Florida



STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 28th day of Sept, 2000 by Mary S. Hartigan, D.M.D., as general partner of Fetner & Hartigan Periodontics, a Florida general partnership, on behalf of the partnership. She () is personally known to me or () has produced _____ (Florida Driver's License) as identification.

Cheryl E. Sassard

Print Name>.....
Notary Public, State of Florida



STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 28th day of Sept, 2000, by Robert B. Swindle, D.M.D., who () is personally known to me or () produced _____ (Florida Driver's License) as identification.

Cheryl E. Sassard

Print Name>.....
Notary Public, State of Florida



STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 28th day of Sept, 2000, by Arthur R. Young, D.M.D., (As personally known to me or () produced _____ (Florida Driver's License) as identification.



Print Name>.....
Notary Public, State of Florida



CONSENT AND JOINDER OF MORTGAGEE

CNB National Bank ("Mortgagee") is the owner and holder of:

that certain Real Estate Mortgage recorded in Official Records Book 9365, page 110,

and that certain Assignment of Rents and Leases recorded in Official Records Book 9365, page 134,

and that certain Construction Loan Agreement by and between Fetner & Hartigan Periodontics, a Florida general partnership as Mortgagor, Alan E. Fetner, D.M.D., Mary S. Hartigan, D.M.D., Robert B. Swindle, D.M.D., and Arthur R. Young, D.M.D. as Co-Makers, and the Mortgagee;

as such three instruments were modified by Future Advance, Modification, Consolidation and Restatement Agreement recorded in Official Records Book 9663, together with Financing Statement recorded in Official Records Book 9365, page 139, all of the current public records of Duval County, Florida;

and

that certain Real Estate Mortgage recorded in Official Records Book 9365, page 142,

and that certain Assignment of Rents and Leases recorded in Official Records Book 9365, page 166,


and that certain Construction Loan Agreement by and between Robert B. Swindle, D.M.D. and Arthur R. Young, D.M.D., jointly and severally as the Mortgagor, Alan E. Fetner, D.M.D., Mary S. Hartigan, D.M.D., and Fetner & Hartigan Periodontics, a Florida general partnership jointly and severally as Co-Makers, and the Mortgagee;

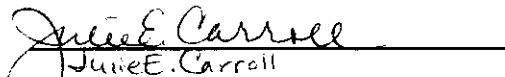
as such three instruments were modified by Future Advance, Modification, Consolidation and Restatement Agreement recorded in Official Records Book 9663, page 944; together with Financing Statement recorded in Official Records Book 9365, page 170, all of the current public records of Duval County, Florida.

All of the foregoing described instruments are hereafter collectively referred to as the "Security Instruments."

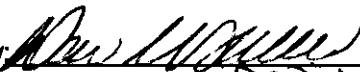
Mortgagee joins in this Declaration of Condominium to evidence its consent and joinder to the provisions hereof and its intent that its Security Instruments be subordinated hereto. Mortgagee hereby agrees that such Security Instruments are subordinate and inferior to this Declaration of Condominium.

Signed, sealed and delivered
in the presence of:


Cheryl E. Sassard


Julie E. Carroll

CNB National Bank

By: 
Print Name... David Sheffield
Its Vice President

"MORTGAGEE"

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 20th day of Sept, 2000, by David Sheffield, Vice President of CNB National Bank, on behalf of the bank. He is personally known to me or () has produced _____ as identification.

Cheryl E. Sassard
Notary Public, State of Florida



EXHIBIT A

A PORTION OF TRACT A, SOUTHPPOINT CENTER, ACCORDING TO PLAT RECORDED IN THE CURRENT PUBLIC RECORDS OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, IN PLAT BOOK 49, PAGES 86 AND 86A, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR POINT OF BEGINNING, COMMENCE AT THE MOST SOUTHWESTERLY CORNER OF SAID TRACT A, SAID POINT LYING IN THE EASTERLY RIGHT-OF-WAY LINE OF SOUTHPPOINT PARKWAY, A VARIABLE WIDTH RIGHT-OF-WAY PER DEED OF DEDICATION RECORDED IN OFFICIAL RECORDS VOLUME 5731, PAGE 850, PUBLIC RECORDS OF SAID COUNTY, AND RUN NORTH 18°10'00" WEST ALONG THE WESTERLY BOUNDARY OF SAID TRACT A AND SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 157.60 FEET TO A POINT; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN NORTH 71°50'00" EAST, ALONG THE BOUNDARY OF SAID TRACT A, A DISTANCE OF 260.00 FEET TO A POINT; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 18°10'00" EAST, A DISTANCE OF 151.39 FEET TO A POINT IN THE SOUTHERLY BOUNDARY OF SAID TRACT A; RUN THENCE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING COURSES: 1st COURSE, SOUTH 39°50'18" WEST, A DISTANCE OF 51.19 FEET TO A POINT; 2nd COURSE, SOUTH 77°20'57" WEST, A DISTANCE OF 217.59 FEET TO THE POINT OF BEGINNING.

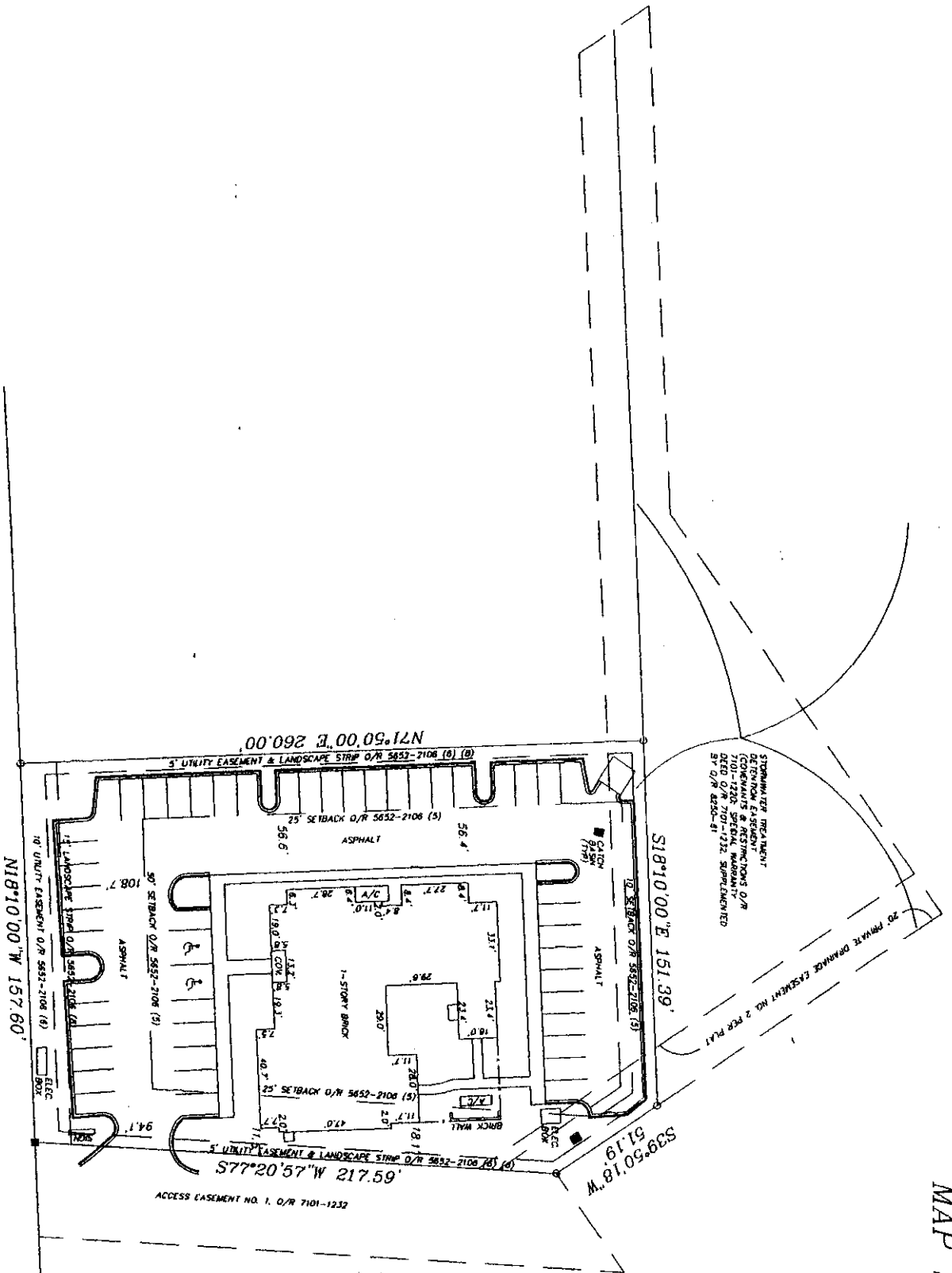
THE LANDS THUS DESCRIBED CONTAIN 1.00 ACRES MORE OR LESS.

SAID PARCEL TOGETHER WITH A NON-EXCLUSIVE PERPETUAL EASEMENT FOR PEDESTRIAN AND VEHICULAR ACCESS TO SERVE THE ABOVE DESCRIBED PROPERTY ON, OVER AND ACROSS THE PROPERTY IDENTIFIED AS ACCESS EASEMENT NUMBER 1 IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 7101, PAGE 1232 CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

SAID PARCEL ALSO TOGETHER WITH A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE PROPERTY IDENTIFIED AS SYSTEM PROPERTY IN THAT CERTAIN DECLARATION OF COVENANTS AND RESTRICTIONS FOR OPERATION AND MAINTENANCE OF SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM RECORDED IN OFFICIAL RECORDS BOOK 7101, PAGE 1220 CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

MAP SHOWING BOUNDARY SURVEY OF

SOUTHPOINT PARKWAY



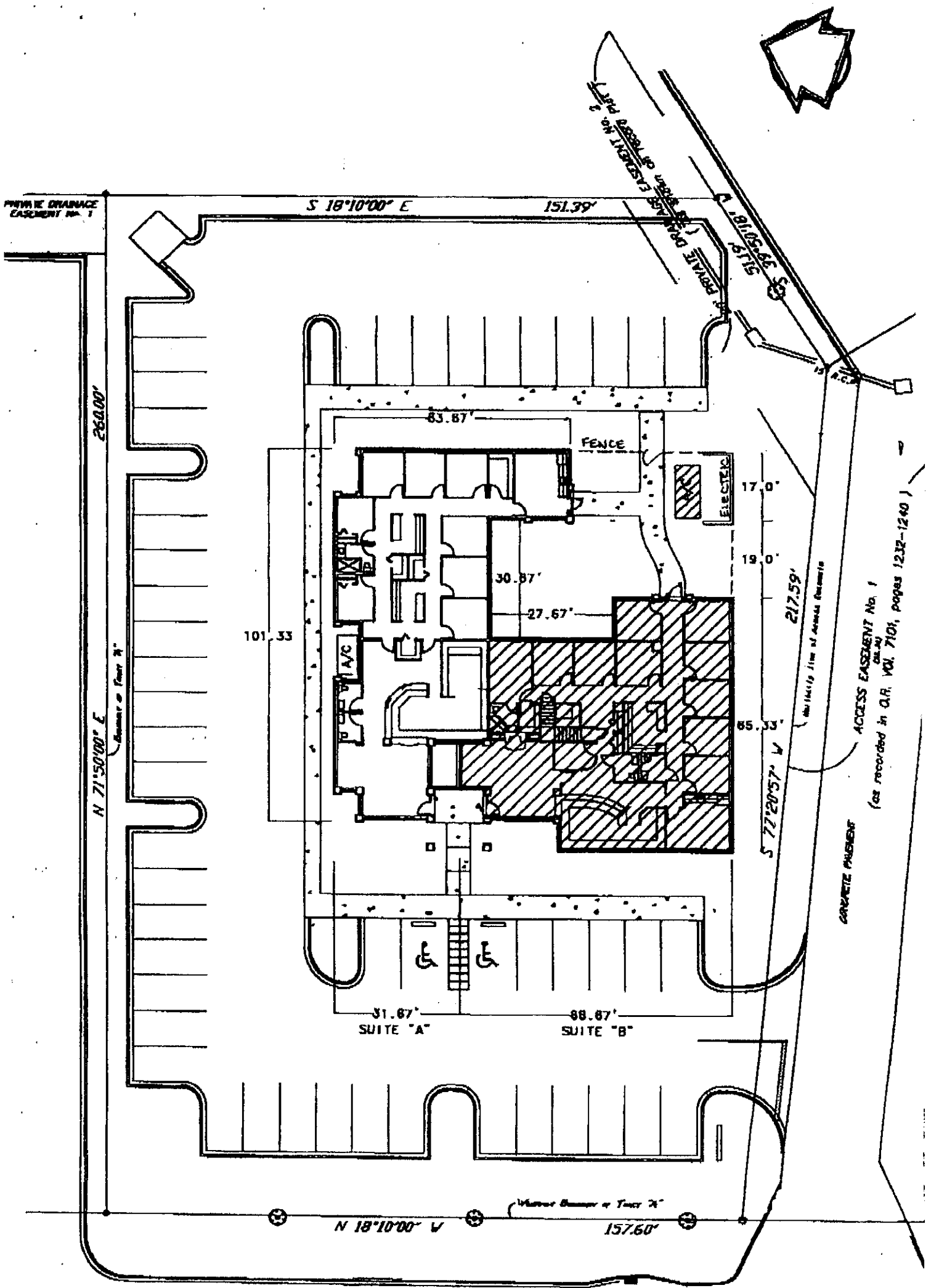
THE LANDS HAS BEING DESCRIBED CONTAIN 1.00 ACRES MORE OR LESS. SAID PARCELS TOGETHER WITH A NON-ENCLOSURE PERMITUAL EASEMENT FOR PROTECTION AND UTILITY ACCESS TO SERVE THE ABOVE DESCRIBED PROPERTY ON ONE AND A HALF ACRES BEING PART OF ACCESS EASEMENT NUMBER ONE (O/R 7101-1252) AND A NON-ENCLOSURE PERMITUAL EASEMENT FOR PROTECTION AND UTILITY ACCESS TO SERVE THE ABOVE DESCRIBED PROPERTY ON ONE AND A HALF ACRES BEING PART OF ACCESS EASEMENT NUMBER TWO (O/R 7101-1252) AND A NON-ENCLOSURE PERMITUAL EASEMENT FOR PROTECTION AND UTILITY ACCESS TO SERVE THE ABOVE DESCRIBED PROPERTY ON ONE AND A HALF ACRES BEING PART OF ACCESS EASEMENT NUMBER THREE (O/R 7101-1252) ARE HEREBY CONVEYED TO THE CITY OF JACKSONVILLE, FLORIDA BY DEED DATED MAY 12, 2014, AS SHOWN ON PLAT 1339, BOOK 9765, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.



NOTES:
PROPERTY FROM HEREON IS SUBJECT TO THE FOLLOWING DOCUMENTS:
1) THE CITY OF JACKSONVILLE, FLORIDA, AS BOUND FROM FLOOR EASEMENT AND UTILITY ACCESS TO SERVE THE ABOVE DESCRIBED PROPERTY ON ONE AND A HALF ACRES BEING PART OF ACCESS EASEMENT NUMBER ONE (O/R 7101-1252) AND A NON-ENCLOSURE PERMITUAL EASEMENT FOR PROTECTION AND UTILITY ACCESS TO SERVE THE ABOVE DESCRIBED PROPERTY ON ONE AND A HALF ACRES BEING PART OF ACCESS EASEMENT NUMBER TWO (O/R 7101-1252) AND A NON-ENCLOSURE PERMITUAL EASEMENT FOR PROTECTION AND UTILITY ACCESS TO SERVE THE ABOVE DESCRIBED PROPERTY ON ONE AND A HALF ACRES BEING PART OF ACCESS EASEMENT NUMBER THREE (O/R 7101-1252) AS RECORDED IN OFFICIAL PUBLIC RECORDS TO BE RECORDED IN OFFICIAL RECORDS BOOK 7329 PAGE 21.

EXHIBIT A-1

<p>THE PROPERTY SHOWN HEREON APPEARS TO BE WITHIN FLOOR EASEMENT NO. 1, AS BOUND FROM FLOOR EASEMENT AND UTILITY ACCESS TO SERVE THE ABOVE DESCRIBED PROPERTY ON ONE AND A HALF ACRES BEING PART OF ACCESS EASEMENT NUMBER ONE (O/R 7101-1252) AND A NON-ENCLOSURE PERMITUAL EASEMENT FOR PROTECTION AND UTILITY ACCESS TO SERVE THE ABOVE DESCRIBED PROPERTY ON ONE AND A HALF ACRES BEING PART OF ACCESS EASEMENT NUMBER TWO (O/R 7101-1252) AND A NON-ENCLOSURE PERMITUAL EASEMENT FOR PROTECTION AND UTILITY ACCESS TO SERVE THE ABOVE DESCRIBED PROPERTY ON ONE AND A HALF ACRES BEING PART OF ACCESS EASEMENT NUMBER THREE (O/R 7101-1252) AS RECORDED IN OFFICIAL PUBLIC RECORDS TO BE RECORDED IN OFFICIAL RECORDS BOOK 7329 PAGE 21.</p>	
<p>8411 BAYMEADOWS WAY SUITE #2, JACKSONVILLE, FLORIDA 32246 (904) 731-2235</p>	
<p>TRI-STATE LAND SURVEYORS, INC.</p>	
<p>BRANNON BIRD ON BEHALF OF SAID FIRM</p>	
<p>THE SURVEY DOES NOT REFLECT OR DETRIMENT DAMAGE TO THE PROPERTY OR TO THE CITY OF JACKSONVILLE, FLORIDA.</p>	
<p>SCALE: AS SHOWN</p>	
<p>DATE: 05/12/14</p>	



SOUTHPOINT PARKWAY

(A Variable Width R/W, as per O.R. Volume 5731, page 850)

SITE PLAN

EXHIBIT B

EXHIBIT C

**ARTICLES OF INCORPORATION
OF
SOUTHPOINT PARKWAY MEDICAL & DENTAL CONDOMINIUM ASSOCIATION, INC.
(A Florida Not For Profit Corporation)**

ARTICLE I

NAME

The name of the Association shall be: Southpoint Parkway Medical & Dental Condominium Association, Inc., whose address is 4211 Southpoint Parkway, Suite B, Jacksonville, Florida, 32216.

ARTICLE II

AUTHORITY

The corporation is organized pursuant to the provisions of Chapter 617 of the Florida Statutes.

ARTICLE III

TERM

The corporation shall have perpetual duration.

ARTICLE IV

POWERS

The corporation shall have no stock or stockholders; it is not organized and shall not operate for profit or pecuniary gain; and no part of the net earnings of the corporation shall inure to the benefit of any member, director, officer, or any private individual except that, pursuant to proper authorization, reasonable compensation may be paid for services rendered to or for the corporation effecting one or more of its purposes. No substantial part of the activities of the corporation shall be for the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in or intervene in (including publishing or distributing statements) any political campaign on behalf of any candidate for public office.

ARTICLE V

PURPOSE OF ASSOCIATION

The purposes for which the corporation is organized are: to provide for the administration of a condominium to be known as Southpoint Parkway Medical & Dental Condominium; to provide for the maintenance, repair, replacement, and operation of portions of the condominium; to promote the health, safety, and welfare of the owners and occupants of the condominium; to exercise all rights and privileges and perform all duties and obligations of the corporation as set forth in the Florida Condominium Act and in the Declaration of Condominium for Southpoint Parkway Medical & Dental Condominium (the "Declaration") to be recorded in the office of the

Clerk of the Court of Duval County, Florida, and to perform such related functions as the Board of Directors of the corporation shall from time to time determine.

ARTICLE VI

SUPPLEMENTAL POWERS

In addition to, but not in limitation of, the general powers conferred by law, the corporation shall have the power to own, acquire, construct, operate and maintain property, buildings, structures, and other facilities incident thereto; to supplement municipal or governmental services; to fix and collect assessments to be levied against and with respect to the condominium units and the owners thereof which assessment shall be a lien and permanent charge on said units as well as the personal obligation of said owners; to enforce any and all covenants, restrictions, and agreements applicable to the condominium, to buy, hold, lease, sell, rent, manage and otherwise deal in property of every kind and description, whether real or personal; to borrow money, issue promissory notes and other obligations and evidences of indebtedness and to secure the same by mortgage, deed, security deed, pledge or otherwise, and, insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote, directly or indirectly, the health, safety, welfare, common benefit or enjoyment of the unit owners and occupants of the units; enhance, preserve or maintain property values within the condominium and its surroundings; or be necessary, proper, useful or incidental to the carrying out of the functions for which the corporation is organized, provided always that the Corporation may exercise its power only in accordance with the Declaration of Condominium for Southpoint Parkway Medical & Dental Condominium as the same may be amended from time to time.

ARTICLE VII

ADDRESS

The address of the initial registered office of the corporation shall be 4211 Southpoint Parkway, Suite B, Jacksonville, Florida, 32216.

ARTICLE VIII

ELECTION OF DIRECTORS

The directors of the corporation shall be elected or appointed for the time and in the manner as provided in the Bylaws of the corporation and as the same may from time to time be amended.

ARTICLE IX

INITIAL BOARD OF DIRECTORS

The initial Board of Directors of the Corporation shall number four (4) and the name and address of each person who is to serve as the member thereof is as follows:

<u>Name</u>	<u>Address</u>
Alan E. Fetner, D.M.D.	4211 Southpoint Parkway, Suite B Jacksonville, Florida 32216

Mary S. Hartigan, D.M.D.	4211 Southpoint Parkway, Suite B Jacksonville, Florida 32216
Robert B. Swindle, D.M.D.	4211 Southpoint Parkway, Suite A Jacksonville, Florida 32216
Arthur R. Young, D.M.D.	4211 Southpoint Parkway, Suite A Jacksonville, Florida 32216

The number of Board of Directors of the Corporation may be increased or decreased at any time, but will never decrease to less than three (3).

ARTICLE X

MEMBERS

The corporation shall have one class of members. Each owner of a condominium unit comprising a portion of Southpoint Parkway Medical & Dental Condominium shall automatically be a member of the corporation, which membership shall continue during the period of ownership by the unit owner. The number of votes in the corporation allocated to each Condominium Unit is set forth in Exhibit A. The votes shall be cast under such rules and procedures as may be prescribed in the bylaws of the corporation, or the Declaration, both as amended from time to time, or by law.

ARTICLE XI

AMENDMENT OF ARTICLES

These Articles of Incorporation may be amended as provided by law pursuant to resolution duly adopted by the Board of Directors and by at least two-thirds of the votes which members present in person or, to the extent permitted by law, by proxy at a duly called meeting are entitled to vote; (provided, however, that no members shall be required to vote on amendments to these Articles of Incorporation for the sole purpose of complying with the requirements of any governmental entity, as such requirements may exist from time to time), which Amendments may be adopted at a meeting of the Board of Directors upon receiving the vote of a majority of the directors then in office.

ARTICLE XII

DISSOLUTION

The corporation may be dissolved by law provided pursuant to resolution duly adopted by the Board of Directors and by at least two-thirds of the votes which members present in person or, to the extent permitted by law, by proxy at a duly called meeting are entitled to cast.

ARTICLE XIII

INCORPORATOR

The names of the incorporators are Alan E. Fetner, D.M.D., Mary S. Hartigan, D.M.D., Robert B. Swindle, D.M.D., and Arthur R. Young, D.M.D., whose address is c/o Alan E. Fetner, D.M.D., 4211 Southpoint Parkway, Suite B, Jacksonville, Florida 32216.

Alan E. Fetner, D.M.D. hereby consents to serve as registered agent for the corporation, Southpoint Parkway Medical & Dental Condominium Association, Inc.

INCORPORATORS:

Alan E. Fetner, D.M.D.

Mary S. Hartigan, D.M.D.

Robert B. Swindle, D.M.D.

Arthur R. Young, D.M.D.

REGISTERED AGENT:

Alan E. Fetner, D.M.D.

Address of Registered Agent:
4211 Southpoint Parkway, Suite B
Jacksonville, Florida 32216

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 2000, by Alan E. Fetner, D.M.D., who (____) is personally known to me or (____) produced _____ (Florida Driver's License) as identification.

Notary Public, State and County Aforesaid

My Commission Expires: _____

(Notarial Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 2000, by Mary S. Hartigan, D.M.D., who (____) is personally known to me or (____) produced _____ (Florida Driver's License) as identification.

Notary Public, State and County Aforesaid

My Commission Expires: _____

(Notarial Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 2000, by Robert B. Swindle, D.M.D., who (____) is personally known to me or (____) produced _____ (Florida Driver's License) as identification.

Notary Public, State and County Aforesaid

My Commission Expires: _____

(Notarial Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 2000, by Arthur R. Young, D.M.D., who (____) is personally known to me or (____) produced _____ (Florida Driver's License) as identification.

Notary Public, State and County Aforesaid

My Commission Expires: _____

(Notarial Seal)

EXHIBIT A

<u>Condominium Unit</u>	<u>Number of Votes Allocated</u>
Unit A	1 vote
Unit B	1 vote

EXHIBIT D

**BYLAWS OF
SOUTHPOINT PARKWAY MEDICAL & DENTAL
CONDOMINIUM ASSOCIATION, INC.**

ARTICLE I

NAME AND LOCATION

Section 1. Name. The name of the association is Southpoint Parkway Medical & Dental Condominium Association, Inc., a Florida not for profit corporation (the "Association").

Section 2. Location. The principal office of the Association is 4211 Southpoint Parkway, Suite B, Jacksonville, Florida, 32216. Meetings of members and Directors may be held at such places within the State of Florida, County of Duval, as may be designated from time to time by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. General. The terms used in these Bylaws, unless otherwise specified or unless the context otherwise require, shall have the meanings specified in Chapter 718, Florida Statutes or the Declaration for Southpoint Parkway Medical & Dental Condominium (the "Declaration"), both as may be amended from time to time.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Each Unit Owner shall automatically be a member of the Association, which membership shall continue during the period of ownership by such Unit Owner.

Section 2. Voting Rights. The Association shall have one class of voting membership which shall consist of all Unit Owners. Such Unit Owners shall be entitled to exercise voting rights as provided in the Florida Condominium Act, the Declaration and as prescribed in these Bylaws. The number of votes allocated to each unit is set forth in the Declaration. When a Unit is owned by other than a single natural person, the person entitled to cast the vote for such Unit shall be designated by a certificate signed by all record Owners of such Unit and filed with the Secretary. Each such certificate shall be valid until there is a valid new certificate duly filed replacing the certificate then on file, or until change occurs in the ownership of such Unit. The votes of the Unit Owners shall be cast under such rules and procedures as may be prescribed in the Declaration or in these Bylaws, as amended from time to time, or by law subject, however, to any limitations on the use of proxies as may be prescribed by the Florida Condominium Act, as the same may be amended from time to time. If a certificate is not on file for a Unit owned by other than a single natural person, the vote of such Unit may not be exercised until such certificate is filed with the Secretary.

ARTICLE VI

MEETING OF UNIT OWNERS

Section 1. Annual Meetings. The first annual meeting of the Unit Owners shall be called

by the President and shall be held within 12 months following the date of incorporation of the Association. Each subsequent regular annual meeting of the Unit Owners shall be held on the same day of the same month of each year thereafter, at an hour of 10:00 o'clock a.m., unless otherwise provided by the Unit Owners at the previous meeting. Notwithstanding, if the day for the annual meeting of the Unit Owners is a Saturday, Sunday, or legal holiday, the meeting will be held at the same hour on the first day following which is not a Saturday, Sunday, or legal holiday.

Section 2. Special Meetings. To the extent permitted by law, special meetings of the Unit Owners may be called at any time by the President or by the Board of Directors, or upon written request of the Unit Owners who are entitled to vote at least one-fourth (1/4) of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Unit Owners shall be given by, or at the direction of, the Secretary or person authorized to call the meeting as required by law, but in any event at least 14 days in advance of any annual or regularly scheduled meeting, and at least fourteen days in advance of any other meeting, stating the time, place, and purpose of such meeting. Such notice shall be conspicuously posted on the condominium premises, delivered personally and sent by United States mail, postage prepaid, to all the Unit Owners of record at such address or addresses as any of them may have designated, or, if no other address has been designated, at the address of their respective Units, unless waived in writing by the Unit Owner. An officer of the Association may provide an affidavit, to be included in the official records of the Association, affirming that notice of the meeting was mailed or hand delivered, to each Unit Owner in accordance with this section. Notice of any meeting in which assessments against Unit Owners are to be considered shall specifically contain a statement that assessments will be considered and the nature of the assessments. To the extent permitted by law, Unit Owners may waive notice of specific meetings.

Section 4. Quorum. The presence at the meeting of the Unit Owners and proxies entitled to cast at least fifty-one percent (51%) of the votes of the Membership shall constitute a quorum for any action except as otherwise expressly provided herein or in the Declaration of Condominium for Southpoint Parkway Medical & Dental Condominium or in the Florida Condominium Act. If, however, such quorum shall not be present or represented at any meeting, the Unit Owners and/or proxies entitled to cast a majority of the votes shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. Subject to the provisions of Article III, Section 2, including the provisions of the Florida Condominium Act, as the same may be amended from time to time, at all meetings of the Unit Owners, each Unit Owner may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable at any time, and shall automatically cease upon conveyance by a Unit Owner of his Unit. In accordance with now existing Florida Statutes Section 718.112(2), Unit Owners may not vote by general proxy except where permitted by the Florida Condominium Act, and any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings. Limited proxies may only be used as permitted by the provisions of the Florida Condominium Act, as the same may be amended from time to time, and in any event no proxy shall be used in the election of Board members. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it is given.

Section 6. Order of Business. The order of business at all annual meetings of the Unit Owners shall be as determined by the Board of Directors of the Association.

Section 7. Decisions of Unit Owners. Unless otherwise expressly provided in the Florida Condominium Act, the Declaration or these Bylaws, a majority of the votes cast on any particular issue shall be necessary to adopt decisions at any meeting of the Unit Owners.

Section 8. Conduct of Meetings. The President shall preside over all meetings of the Unit Owners and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions duly adopted as well as a record of all transactions occurring at such meetings. The latest edition of Roberts Rules of Order shall govern the conduct of all meetings of the Unit Owners when not in conflict with the Florida Condominium Act, the Declaration or these Bylaws.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Number and Qualifications. Prior to the first annual meeting of the Unit Owners, the Board of Directors of the Association shall be composed of four (4) persons. Thereafter, the Board may be composed of any number of Directors, as fixed by resolution of the Directors from time to time provided, however, in no event shall there be less than three Directors.

Section 2. Election and Term of Office. Subject to the Provisions of the Declaration, the Unit Owners shall elect the Directors at each annual meeting for a term of one year or until their successors shall have been duly elected and qualified. Election to the Board of Directors shall be by secret written ballot cast at the annual meeting. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

Section 3. Removals; Vacancies. Any Director may be removed from the Board of Directors with or without cause, by a majority vote of the Unit Owners. In the event of death, resignation or removal of any such Director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

Section 4. Annual Organization Meeting. The first meeting of the Board of Directors following each annual meeting of the Unit Owners shall be held at such time and place as shall be fixed by the newly elected Directors.

Section 5. Regular Meeting. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the Board of Directors. Notice of the time and place of regular meetings shall be given to every Director by mail or telephone. Any Director may attend a meeting by telephone.

Section 6. Special Meetings. Special meetings of the Board of Directors may be called by the President with prior notice to every Director given by mail or telephone. Special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of Directors entitled to cast at least two votes at such meetings. Any meeting in which assessments against Unit Owners are to be considered shall give specific notice of this fact pursuant to Florida Statutes Section 718.112(2)(c).

Section 7. Waiver of Notice; Action Without Meeting. Whenever notice of a meeting of the Board of Directors is required to be given under any provision of these Bylaws, a written waiver thereof, executed by a Director before or after the meeting and filed with the Secretary, shall be deemed equivalent to notice to the Director executing same. Attendance at a meeting by a Director shall constitute a waiver of notice of such meeting by the Director if such Director attends the meeting without protesting prior thereto or, if such Director shall, at the meeting's commencement, fail to protest the lack of notice to him. Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need be specified in any written waiver of notice. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, provided that all the Directors consent to the action in writing and the written consents are filed with the record of the proceedings of the Board of Directors. Such consent shall be treated for all purposes as a vote at a meeting. A member of the Board may join by written concurrence in any action taken at a meeting of the Board but such concurrence may not be used for the purposes of determining a quorum herein.

Section 8. Voting; Quorum of the Board; Adjournment of Meeting. At all meetings of the Board of Directors, each Director shall be entitled to cast one vote. The presence in person of Directors representing at least a majority of the votes of the Board of Directors shall be a quorum at any Board of Directors meeting and a majority of the votes present and voting shall bind the Board of Directors and the Association as to any matter within the powers and duties of the Board of Directors. If any Board of Directors meeting cannot be held because of the absence of a quorum, a majority of the votes present and voting may adjourn the meeting to a later time.

Section 9. Powers and Duties. The Board of Directors shall have the powers and duties necessary for administration of the affairs of the Association and may do all such acts and things except as prohibited by law, the Bylaws, or the Declaration. The Board of Directors shall be responsible for causing the duties of the Association to be carried out as required by the Declaration or the Florida Condominium Act. In exercising its powers and duties, the Board of Directors shall take as its standard the maintenance of the general character of the Condominium as a condominium of the first class in the quality of its maintenance, use and occupancy. Such powers and duties of the Board of Directors shall be exercised in accordance with and subject to all provisions of the Florida Condominium Act, the Declaration and these Bylaws and shall include without limitation powers and duties to:

- (a) Operate, care for, maintain, repair, and replace the Common Elements and employ persons necessary or desirable therefor;
- (b) Determine Common Expenses of the Association;
- (c) Establish, levy, assess, and collect assessments from the Unit Owners necessary to operate the Association and carry on its activities;
- (d) Adopt and amend rules and regulations covering the details of the operation and use of the Condominium;
- (e) Open bank accounts on behalf of the Association and designate the signatures required therefor;
- (f) Manage, control, lease as lessor, and otherwise deal with the Common Elements, including power to make shut-offs of the building to facilitate

performance of any maintenance or repair work or the making of additions, alterations or improvements by the Association or the Unit Owners pursuant to the provisions of the Declaration, but the Board of Directors shall use reasonable effort to disrupt the Unit Owners and occupants as little as possible in exercising such power to make shut-offs and other interruptions;

(g) Obtain and maintain insurance for the Condominium pursuant to the provisions of the Declaration;

(h) Make repairs to and restoration of the Condominium property after damage or destruction by fire or other casualty, or as a result of condemnation;

(i) Enforce by any legal or equitable remedies available all obligations of the Unit Owners or any of them to the Association, which enforcement power shall include, without limitation, the power to levy fines against Unit Owners for default in the performance of said obligations in such amounts as from time to time the Board of Directors may deem proper in the circumstances, but not in excess of \$10.00 for any one violation, counting each day a violation continues after notice from the Board of Directors as a separate violation. If a Unit Owner fails to pay a fine within ten days after notification thereof, the Board of Directors may levy additional fines to enforce payment of the initial fine;

(j) Appoint auditors of the Association;

(k) Employ a manager or managing agent for the operation of the Condominium;

(l) Make contracts in connection with the exercise of any of the powers and duties of the Board of Directors. Unless the Board of Directors shall from time to time otherwise determine, all agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by (i) the President or Vice President, and (ii) the Secretary or Treasurer;

(m) To adopt and publish rules and regulations governing the use of Common Elements and the personal conduct of the members and their guests thereon;

(n) Take all other actions the Board of Directors deems necessary or proper for the sound management of the Condominium and fulfillment of the terms and provisions of the Florida Condominium Act, the Declaration and these Bylaws; and to exercise for the Association all powers, duties and authority vested in or delegated to the Association by the Declaration or the Articles of Incorporation of the Association.

In the case of those powers and duties specified in the foregoing clauses (d), (h), (j) and (k), the Board of Directors need exercise the same only to the extent, if any, it deems necessary or desirable or is required to do so by virtue of the provisions of the Declaration or the vote of the Unit Owners. Notwithstanding, the Board of Directors shall not be obligated to take any action or perform any duty imposed upon it requiring an expenditure of funds unless in its opinion it shall have sufficient funds of the Association available.

Section 10. Compensation. No Director shall receive compensation from the Association for acting as such, but shall be entitled to reimbursement from the Association as

a common expense for reasonable out-of-pocket disbursements made by such Director in the performance of his duties. No Director shall be obligated to make any such disbursements.

ARTICLE VI

OFFICERS

Section 1. Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The President and Vice President shall be members of the Board of Directors. Any other officers may be, but shall not be required to be, members of the Board of Directors. Notwithstanding anything in these Bylaws to the contrary, the election and removal of officers shall be subject to any limitations and/or restrictions which may be prescribed by the Declaration or pursuant to the provisions of Chapter 718, Florida Statutes.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors and shall hold office at the pleasure of the Board of Directors. Any vacancy in an office shall be filled by the Board of Directors at a regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the votes of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. Multiple Offices. Any person may simultaneously hold more than one office.

Section 5. President. The President shall be the chief executive of the Association. The President shall preside at all meetings of the Unit Owners and the Board of Directors. The President shall have all of the general powers and duties which are incident to the office of president of a corporation, including, but not limited to, the power to appoint committees from among the Unit Owners from time to time as he may, in his sole discretion, deem appropriate to assist in the conduct of the affairs of the Association.

Section 6. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall, from time to time, be imposed upon him by the Board of Directors or by the President.

Section 7. Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Board of Directors pursuant to Florida Statutes, and shall have charge of such books and papers as the Board of Directors may direct. He shall in general perform all the duties incident to the office of secretary of a corporation and such other duties as shall from time to time be imposed upon the Secretary by the Board of Directors or by the President.

Section 8. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all moneys and other valuable effects in the name of the Association, in such depositories as may from time to time be designated by the Board of Directors, and the Treasurer shall, in general, perform all the duties incident to the office of treasurer of a corporation and such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

Section 9. Compensation. No officer shall receive compensation from the Association for acting as such, but shall be entitled to reimbursement from the Association as a Common Expense for reasonable out-of-pocket disbursements made by him in the performance of his duties. No officer shall be obligated to make any such disbursements.

ARTICLE VII

OFFICER AND DIRECTORS: GENERAL PROVISIONS

Section 1. Contracts with Interested Parties. No contract or transaction between the Association and one or more of its officers or Directors, or between the Association and any other entity in which one or more of the Association's officers or Directors are officers, Directors, partners or trustees, or have a financial interest, shall be void or voidable solely for this reason, or solely because the Association's officer or Director is present at or participates in the meeting of the Board of Directors which authorizes the contract or transaction, or solely because his, her or their votes are counted for such purpose, if (a) the material facts as to his or her interest and as to the contract or transaction are disclosed or are known to the Board of Directors and the Board of Directors in good faith authorizes the contract or transaction by a vote of the interested Director or Directors; or (b) the material facts as to his or her interest and as to the contract or transaction are disclosed or are known to the Unit Owners entitled to vote thereon, and the contract or transaction is specifically approved or ratified in good faith by vote of such Unit Owners; or (c) the contract or transaction is fair as to the Association as of the time it is authorized, approved or ratified by the Board of Directors or the Unit Owners. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors which authorizes the contract or transaction.

Section 2. Indemnification. The Association shall indemnify its officers and Directors to the extent provided in and subject to the limitations of Florida law.

ARTICLE VIII

FINANCES AND ASSESSMENTS

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors, provided, however, that the Board of Directors may authorize any manager employed by the Board of Directors to open such Association accounts and to deposit and withdraw money therefrom on behalf of the Association.

Section 2. Fidelity Bond. The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association, and any management firm

handling or responsible for Association funds shall, if required by law, be bonded in an amount as may be so required. The premiums on such Bond shall be paid by the Association.

Section 3. Determination of Assessments/Budget.

(a) The Board of Directors of the Association shall fix and determine from time to time, sum or sums necessary and adequate for the Common Expenses of the Condominium. Common Expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Elements, including reserves therefor, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expense designated as Common Expenses from time to time by the Board of Directors of the Association, or under the provisions of the Declaration to which these Bylaws are attached. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect assessments and to lease, maintain, repair and replace the Common Elements of the Condominium. Funds for the payment of the Common Expenses shall be assessed against the Unit Owners in the weighted proportions or percentages of sharing Common Expenses as provided in the Declaration. Regular assessments shall be levied in the same manner as hereinbefore provided for regular assessments, and shall be payable in the manner determined by the Board of Directors.

(b) The proposed annual budget of Common Expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including the following:

- (i) administration of the Association
- (ii) management fees
- (iii) maintenance costs
- (iv) taxes upon Association property
- (v) insurance
- (vi) security provisions
- (vii) operating capital
- (viii) reserves

(c) In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance for any item for which the deferred maintenance expense or replacement cost is greater than \$10,000 or such other minimum amount as may be prescribed by the Florida Condominium Act. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost or deferred maintenance expense of each reserve item. Replacement reserve assessments may be adjusted annually to take into account any changes in estimates or extensions of the useful life of a reserve item caused by deferred maintenance. Upon the affirmative vote of all of the Unit Owners, contributions to the reserve accounts may be deleted for a particular fiscal year of the Association.

(d) The proposed annual budget may be adopted by a majority vote of the Board of Directors. The Unit Owners shall be given written notice of the time and place of the annual budget meeting. A copy of the 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 the time and place at which the

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Meeting of the Board of Directors shall be held to consider the proposed annual budget of Common Expenses, and such meeting shall be open to the Unit Owners. If a budget is adopted by the Board of Directors which requires assessments against the Unit Owners in any fiscal or calendar year exceeding 115% of such assessments for the preceding year, upon written application of any of the Unit Owners, a special meeting of the Unit Owners shall be held upon no 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 may consider and enact a revision of the budget, or recall any or all members of the Board of Directors and elect their successors. In either case, unless these Bylaws shall require a larger vote, the revision of the budget or the recall of any and all members of the Board of Directors shall require a vote of not less than the majority of the whole number of votes of all Unit Owners. The Board of Directors may in any event propose a budget to the Unit Owners at a meeting of members or by writing, and if such a budget or proposed budget be approved by the Unit Owners at the meeting, or by a majority of their whole number by a writing, such budget shall not thereafter be re-examined by the Unit Owners in the manner hereinabove set forth. In determining whether assessments exceed 115% of similar assessments in the preceding year, 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 to anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular or annual basis. When the Board of Directors has determined the amount of any assessment, the Treasurer of the Association shall mail or present to each Unit Owner a statement of said Unit Owner's assessment. All assessments shall be payable monthly to the Treasurer of the Association or, if such be the case, the Treasurer's designee, and, upon request, the Treasurer or the Treasurer's designee, as the case may be, shall give a receipt for each payment so made.

Section 4. Application of Surplus. Any payments or receipts to the Association, whether from Unit Owners or otherwise, paid during the year in excess of the operating expenses and other common expenses of the Association shall be kept by the Association and applied against the Association's expenses for the following year.

Section 5. Financial Statements. Financial Statements in compliance with Florida Statutes Chapter 718 will be supplied to the Unit Owner within 120 days of the fiscal year end.

ARTICLE IX

COMPLIANCE AND DEFAULT

Section 1. Violations. In the event of a violation by the Unit Owner of any of the provisions of the Declaration, or these Bylaws, or of the applicable portions of the Florida Condominium Act, the Association, by direction of its Board of Directors, may, in addition to any other rights the Association may have, notify the Unit Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of ten (10) days from the date of notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, of the Bylaws, or of the pertinent provisions of the Florida Condominium Act, and the Association may then, at its option, elect to pursue any remedy available to it under law, including, but not limited to, an action in equity as may be available to the Association, or the enforcement of any lien arising under the terms of the Declaration, Bylaws or the Florida Condominium Act.

Section 2. Certificate of Compliance. A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board as evidence of compliance of the Units with the applicable fire and life safety code.

Section 3. Costs and Attorneys' Fees. In any proceeding arising because of an alleged default by the Unit Owner, the prevailing party shall be entitled to recover the costs of the proceedings (including appellate proceedings) and such reasonable attorneys' and paralegals' fees as may be determined by the Court.

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

Section 5. Election of Remedies. All rights, remedies and privileges granted to the Association or Unit Owners pursuant to any terms, provisions, covenants or conditions of the Condominium Documents, shall be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such other party by Condominium Documents, at law, or in equity.

Section 6. Arbitration. In the event of a dispute as provided in Florida Statutes Section 718.1255, the same shall be submitted for mandatory non-binding arbitration as provided for in Florida Statutes Section 718.1255.

ARTICLE X

BOOKS AND RECORDS

Section 1. Books and Records. The Association shall keep such books and records as provided by law and shall make the same available for inspection by any Unit Owner, and their respective agents and attorneys, for any proper purpose at any reasonable time. In addition, an annual report of the receipts and expenditures of the Association, based upon a compilation, review or audit (as determined by the Board of Directors) made by an independent public accountant, shall be secured and furnished by the Board of Directors to all Unit Owners, and to each institutional holder of a first mortgage on a Unit having theretofore requested same in writing, within four months after the end of each fiscal year.

ARTICLE XI

AMENDMENTS

Section 1. Amendments. Subject to the provisions of the Florida Condominium Act, these Bylaws may be amended by: (a) the vote of Unit Owners having at least 51% of the entire voting interest of all Unit Owners at a meeting duly called for such purpose, written notice of which shall be delivered or sent to all Unit Owners not less than 15 days in advance of the meeting stating the time, place and purpose of such meeting and the subject matter of the proposed amendment, or (b) an instrument duly executed by all of the Unit Owners. The amendment shall be recorded in the public records of Duval County, Florida, with a notation on the first page of the amendment as to the book and page number where the Declaration is filed and shall be effective when adopted or at such later date as may be specified.

ARTICLE XII

MISCELLANEOUS

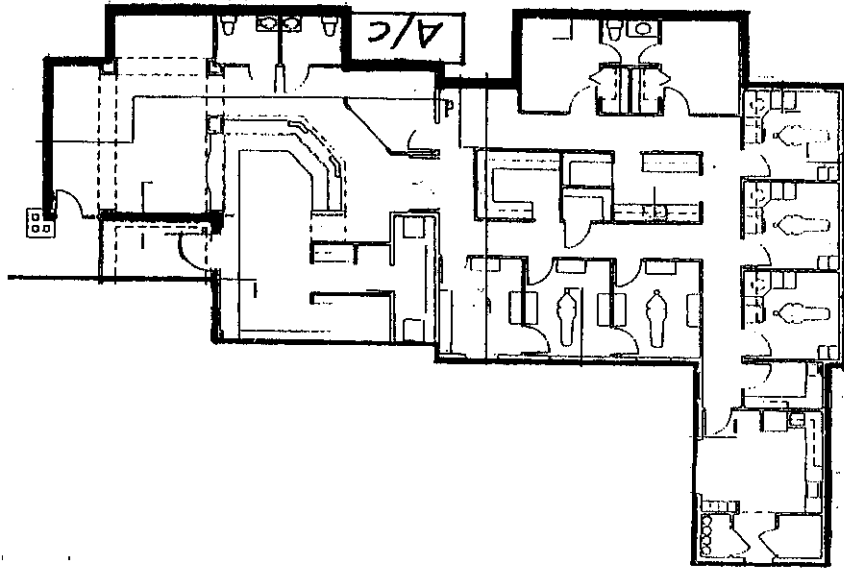
Section 1. Conflicts. In the event of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Section 2. Association Seal. The Association shall have a seal in circular form having within the words: "SOUTHPOINT PARKWAY MEDICAL & DENTAL CONDOMINIUM ASSOCIATION, INC. CORPORATE SEAL."

Section 3. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date the Association was incorporated.

Section 4. Voluntary Arbitration. Any dispute among the Association, its agents and assigns, or any Unit Owner may be voluntarily submitted to arbitration, in which case the arbitration shall be binding.

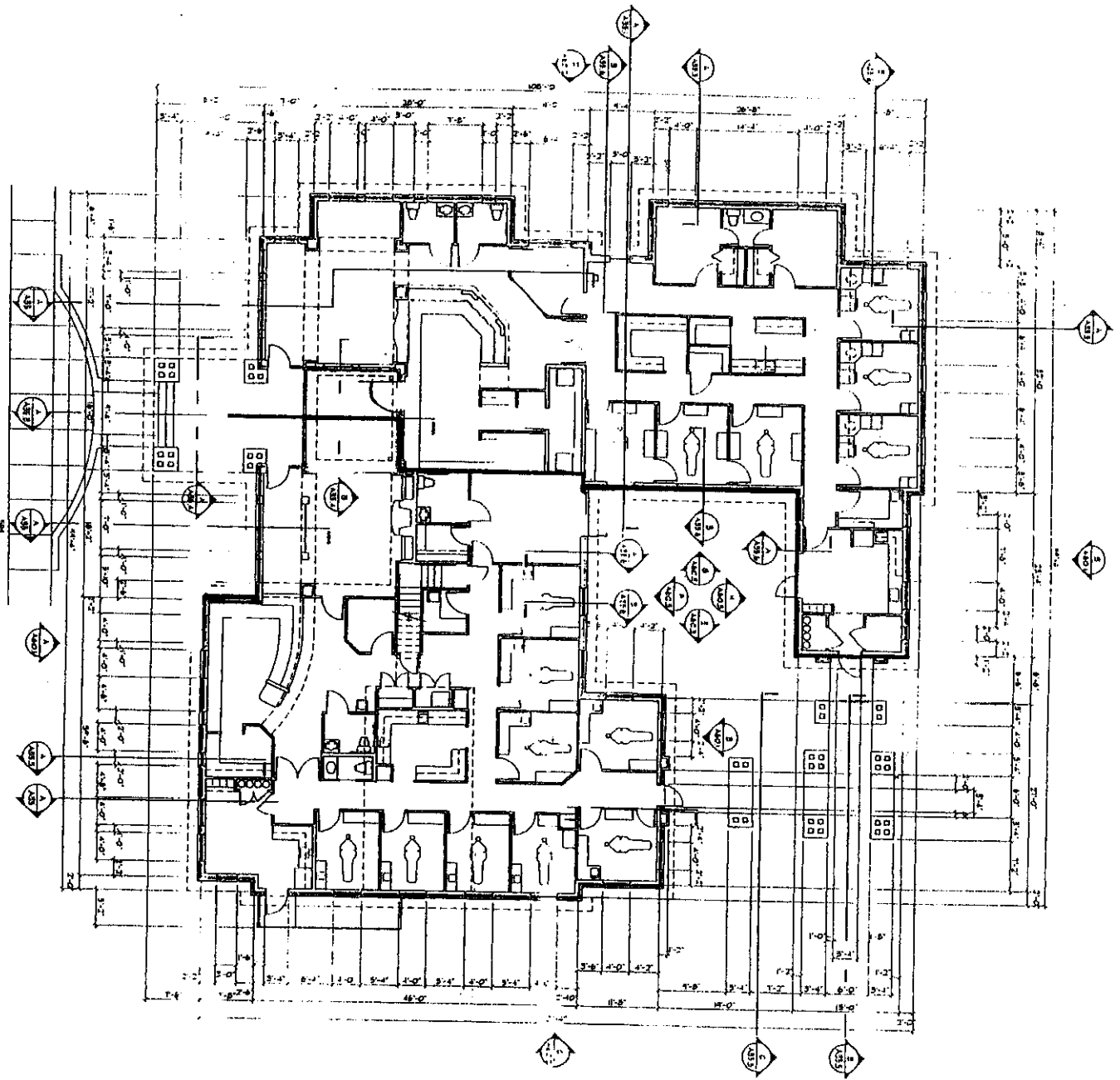
Section 5. Compliance with Act. These Bylaws are intended to comply with Section 718.112, Florida Statutes and other provisions of the Florida Condominium Act, Chapter 718, Florida Statutes. Matters not addressed in these Bylaws shall be governed by the Condominium Act.



PROJECT NO.	DATE 8/7/81	DRAWN BY J.S./J.P.	CHECKED BY M. WALBURN	SHEET NO. 1	ARCHITECT'S SEAL	NEW DENTAL FACILITY FOR : FETNER, HARTIGAN, SWINDLE & YOUNG SOUTHPOINT JACKSONVILLE, FLORIDA	MIKE WALBURN ARCHITECTURE 5447 BOULEVARD CENTER DRIVE SUITE 8 JACKSONVILLE, FLORIDA 32207 904-546-0880	LEGAL NOTICE <small> I, the undersigned, as an authorized or admitted architect, do hereby certify that the design and construction of the building herein shown is in accordance with the provisions of the Florida Building Code and the Florida State Board of Architecture. All parts of plans and specifications are correct and true. </small>	ISSUE	

UNIT "A"
FLOOR PLAN

EXHIBIT E
 PAGE E-1



- SYMBOL KEY:**
- ① ROOM NUMBER SEE SHEET 102
 - ② WALL TYPE SEE SHEET 102
 - ③ WALL NUMBER
 - ④ ROOM ELEVATION
 - ⑤ ROOM SE ELEVATION
 - ⑥ ROOM SE ELEVATION

DIMENSIONS:
SEE SECTION WALL 101-102

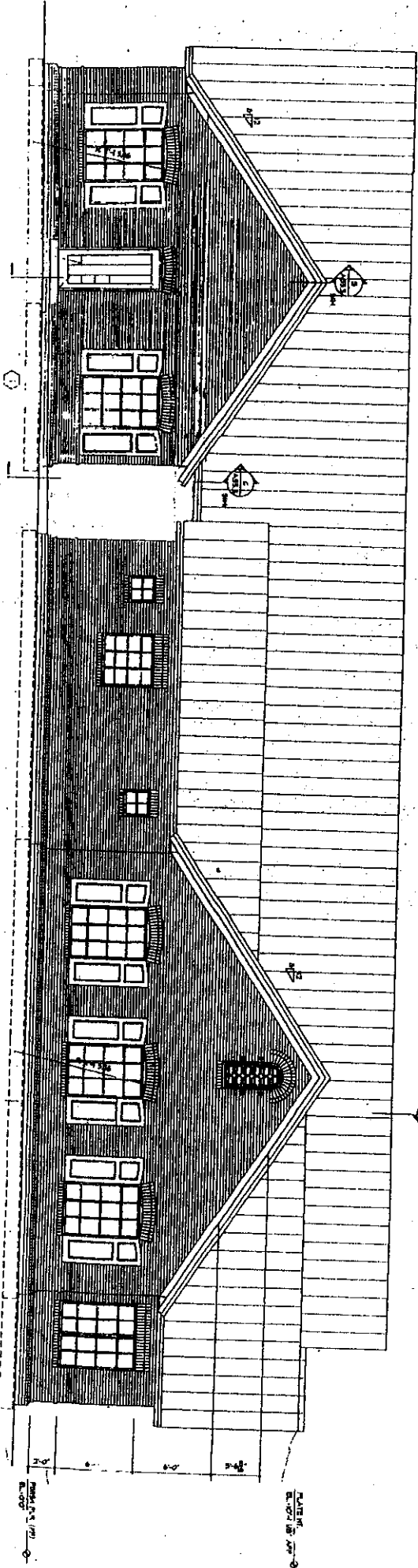
WALL TYPES:
SEE SECTION WALL 101-102

RESTROOM NOTES/DETAILS:
SEE SHEET 102 FOR RESTROOM
SEE SHEET 102 FOR RESTROOM
SEE SHEET 102 FOR RESTROOM
SEE SHEET 102 FOR RESTROOM
SEE SHEET 102 FOR RESTROOM
SEE SHEET 102 FOR RESTROOM

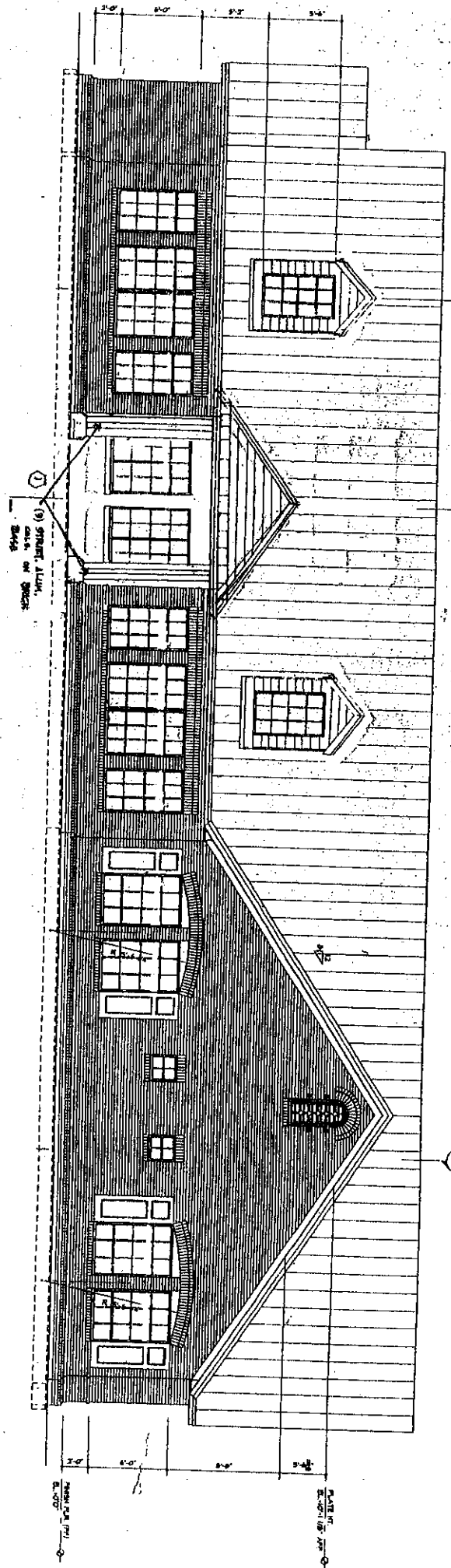
<p>NEW DENTAL FACILITY FOR: FETNER, HARTIGAN, SWINDLE & YOUNG SOUTHPOINT JACKSONVILLE, FLORIDA</p>		<p>MIKE WALBURN ARCHITECTURE 5147 BOULEVARD CENTER DRIVE SUITE 6 JACKSONVILLE, FLORIDA 32201 904-548-0880</p>		<p>LEGAL NOTICE I, the undersigned, do hereby certify that I am the author of the above described plans and specifications, and that I am a duly licensed professional architect in the State of Florida, and that I am not providing any services to the client under any other name or title.</p>		<p>ISSUE</p>	
PROJECT NO.	DATE	DATE	DATE	DATE	DATE	DATE	DATE
	12/18/81	1/15/82	2/12/82	3/12/82	4/12/82	5/12/82	6/12/82
CHECKED BY:	DESIGNED BY:	DRAWN BY:	PROJECT NO.:				
M. WALBURN	M. WALBURN	M. WALBURN					
SHEET NO. 1							

FLOOR PLAN

3 SOUTH BUILDING ELEVATION



4 NORTH BUILDING ELEVATION



PREPARED BY:
 DATE:
 DRAWN BY:
 CHECKED BY:
 SHEET NO. 1

NEW DENTAL FACILITY FOR:
**FETNER, HARTIGAN,
 SWINDLE & YOUNG**
 SOUTHPOINT

MIKE WALBURN
 ARCHITECTURE
 5441 BOULEVARD CENTER DRIVE
 SUITE 8
 JACKSONVILLE, FLORIDA 32207

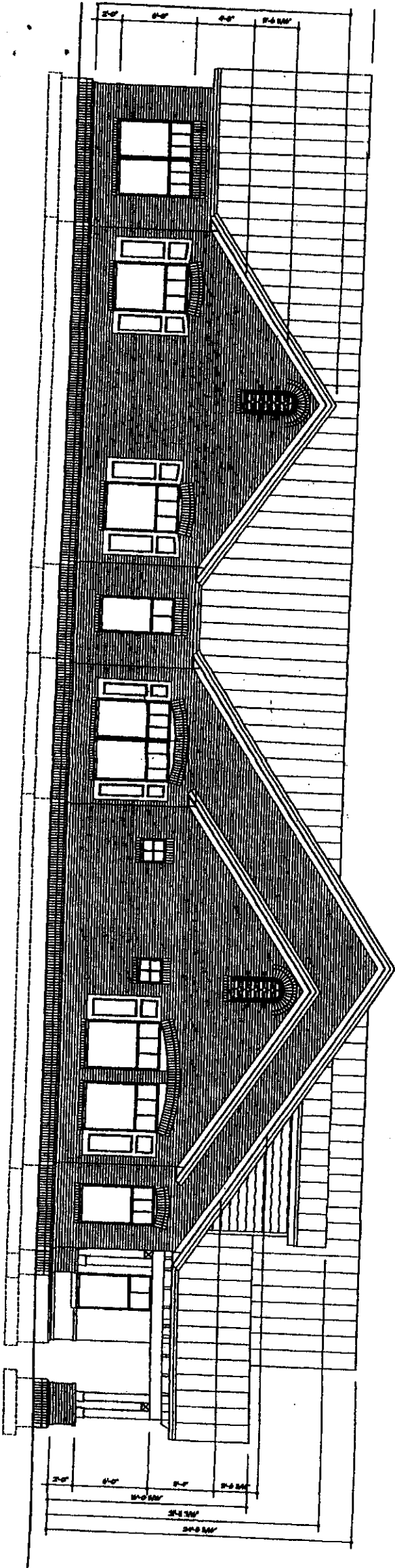
LEGAL NOTICE
 I, the undersigned, do hereby certify that the above is a true and correct copy of the original drawings as shown to me by the architect.

REV.	DATE	BY
1	3-22-99	JB

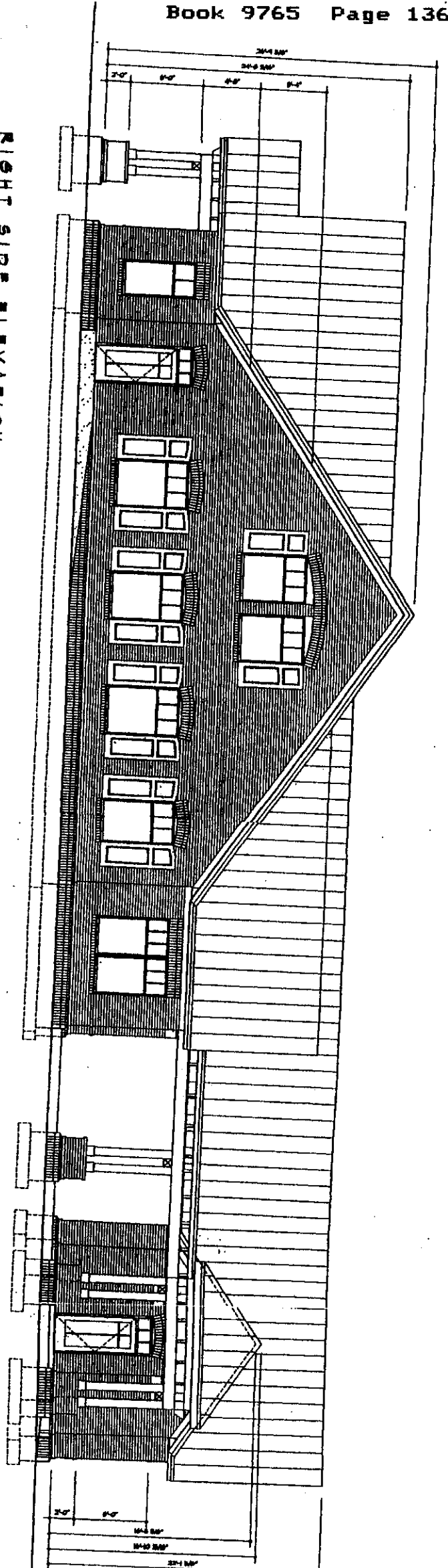
ISSUE

BUILDING ELEVATIONS

LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION



BUILDING

ELEVATIONS

EXHIBIT

E

PAGE-E-5

CERTIFICATE OF SURVEYOR

I, the undersigned, being a licensed and registered surveyor under the laws of the State of Florida, do hereby certify that the construction of improvements is substantially complete in accordance with the Survey, Site Plan, Building Elevations and Floor Plan. These, together with the Declaration of Condominium, accurately represent the location and dimensions of the improvements so that the identification, location, and dimensions of the common elements and of each condominium unit can be determined from these materials.


Larry P. Eddy
Professional Land Surveyor No. 4144
State of Florida

**SURVEYOR'S
CERTIFICATE**

EXHIBIT E
PAGE E-6

EXHIBIT F

<u>Condominium Unit</u>	<u>Number of Votes Allocated</u>
Unit A	1 vote
Unit B	1 vote