

**DECLARATION OF CONDOMINIUM OF
PARKWAY AESTHETIC CENTER CONDOMINIUMS**


MADE this 5 day of May, 2014, by Parkway Aesthetic Center, L.L.P, a
Florida limited liability partnership, for itself, its successors, grantees, and assigns.

WHEREIN Parkway Aesthetic Center, L.L.P, a Florida limited liability
partnership, makes the following declarations:

1. PURPOSE. The purpose of this Declaration of Condominium is to
submit the Property as described and defined herein to the condominium form of
ownership and use in the manner provided by Chapter 718, Florida Statutes.

1.1 Name and Address. The name by which this condominium is to be
identified is Parkway Aesthetic Center Condominiums, and its address is 5101 Gate
Parkway, Jacksonville, Florida 32256.

1.2 The Land. The lands owned by Parkway Aesthetic Center, L.L.P, a
Florida limited liability partnership, which, by this Declaration of Condominium, are,
together with the remainder of the Property, hereby submitted to the condominium form of
ownership, are more particularly described in Exhibit A-1 which is attached hereto and by
this reference made a part hereof.

2. DEFINITIONS. The terms used in this Declaration of Condominium
and in its Exhibits shall have the meanings stated in Chapter 718, Florida Statutes, and as
follows, unless otherwise set forth herein or unless the context otherwise requires.

2.1 Act. Chapter 718, Florida Statutes, as it exists as of the date hereof.

2.2 Articles. The Articles Of Incorporation of the Association.

2.3 Association. Parkway Aesthetic Center Condominiums Association,
Inc., a Florida not-for-profit corporation, and its successors, which is the corporation
responsible for the operation of the Condominium

This instrument prepared by:

Return to:

William J. Deas, Esquire
2215 River Boulevard
Jacksonville, FL 32204

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2.4 Association Property. All real or personal property owned or leased by the Association.

2.5 Assessment. That portion of the cost of managing, maintaining, and repairing the Property as is charged to and borne by each Unit Owner and as is more particularly set forth in Exhibit A-3 which is attached hereto, and by this reference made a part hereof, which shall be defined and calculated in accordance with the Act.

2.6 Building. The single structure designed and utilized for professional or commercial Units, and which has been constructed on the Land.

2.7 By-Laws. The By-Laws of the Association and of this Condominium.

2.8 Common Elements. Common Elements shall include:

(a) All tangible personal property required for the maintenance and operation of the Condominium and subject to the right to dispose of such granted to the Association in Section 5.2(e), infra.

(b) Any land or other property or interest therein which may be acquired, in any fashion, by the Association for the Condominium, even though owned by the Association, provided that the amendment provisions of Section 5.2(c) infra, are complied with.

(c) All of the Property which is not included within the Units.

(d) Easements as may be necessary through Units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of Utility Services to other Units or the Common Elements.

(e) Installations for furnishing of Utility Services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installations.

(f) The property and installations in connection therewith acquired for the furnishing of services to more than one Unit or to the Common Elements.

(g) Easements for maintenance of the Common Elements.

(h) Any other items as set forth in the Act.

2.9 Common Expenses. Common Expenses shall include:

(a) Expenses of management and administration of the Condominium.

(b) Expenses of insurance, maintenance, operation, repair, rental,

replacement, and betterment of the Common Elements and of any portion or portions of any Unit which are required to be maintained by the Association.

(c) Expenditures by the Association for payment of costs that are the responsibility of a Unit Owner, including but not limited to, the costs of repair of damage to a Unit in excess of insurance proceeds, and the costs of insurance upon a Unit. It is specifically understood and agreed, however, that the Association shall not be required to make such expenditures, that the making of such expenditures shall be purely a matter of discretion on the part of the Association, and that the inclusion of this provision is intended solely to grant the Association certain enforcement rights under the Act insofar as the ultimate recovery of such expenditures by the Association from the responsible Unit Owner is concerned.

(d) Expenses declared Common Expenses by provisions of this Declaration or the By-Laws.

(e) Any valid charge against the Property as a whole.

2.10 Common Surplus. The excess of all receipts of the Association over the amount of Common Expenses.

2.11 Condominium. The Condominium shall consist of all the Property as a whole when the context so permits or requires, as well as the meaning set forth in the Act and may be used interchangeably with or in conjunction with the term Property.

2.12 Condominium Documents. This Declaration of Condominium and the Exhibits which are attached hereto, all as the same may from time to time be amended, together with any and all other documents pertaining to the Condominium which are referred to herein or contemplated or allowed hereby. The attached Exhibits are as follows:

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|----|-------------|---|
| 1. | Exhibit A-1 | Legal Description |
| 2. | Exhibit A-2 | Condominium Plat |
| 3. | Exhibit A-3 | Percentage of Ownership in
Common Elements and Common
Surplus and Share of Common
Expenses |
| 4. | Exhibit B | Articles of Incorporation |
| 5. | Exhibit C | By-Laws |

All other Condominium Documents will be subject to the provisions of the Declaration. The order of priority of the Condominium Documents will be as follows: (1) Declaration; (2) Articles; (3) Bylaws; and (4) Rules and Regulations, if any.

2.13 Condominium Parcel. A Unit, together with the undivided interest in the Common Elements that is appurtenant to the Unit; and, when the context permits, the term shall include all of the appurtenances to the Unit.

2.14 Condominium Property. The real and personal property, both tangible and intangible, subject to condominium ownership, whether or not contiguous; all improvements thereon; and all easements and rights appurtenant thereto.

2.15 Declaration. This Declaration of Condominium and the Exhibits which are attached hereto, all as the same may from time to time be properly amended in the future.

2.16 Developer. Parkway Aesthetic Center, L.L.P, a Florida limited liability partnership, together with its successors, assigns, or grantees.

2.17 Driveway. The driveway shared by the Condominium with the adjacent parcels as depicted on the Plat.

2.18 Governmental Requirements. All requirements of the City of Jacksonville authorizing, limiting, or restricting the use of the Units.

2.19 Institutional Lender. Any bank, real estate investment trust, union pension fund, hedge fund, properly authorized agency of the United States of America, mortgage banking firm, mortgage company, The Federal National Mortgage Association, insurance company, or any other similar type lender commonly accepted as an institutional type lender.

2.20 Land. The realty described in Exhibit A-1 attached hereto.

2.21 Lease. The grant by a Unit Owner of a temporary right of use of the owner's Unit for a valuable consideration.

2.22 Occupy. That act of being physically present in a Unit on two or more consecutive days, including staying overnight. An occupant is one who occupies a Unit.

2.23 Operation. The administration and management of the Condominium Property.

2.24 Person. An individual, corporation, partnership, limited liability company, trust, or other legal entity capable of holding title to real property.

2.25 Retention Pond. The stormwater management facility as depicted on the Plat.

2.26 Singular, Plural, Gender. Whenever the context permits, use of the plural includes the singular, use of the singular includes the plural, and use of any gender includes all genders.

2.27 Plans and Specifications. The plans and specifications utilized for the original construction of the Building.

2.28 Plat. Exhibit A-2 which is attached hereto and is, by this reference thereto, made a part hereof, as such may be subsequently amended from time to time in the future.

2.29 Property. The Land, any and all improvements thereon, including any tangible personal property utilized for the maintenance and operation of the Condominium, and also including all easements and rights appurtenant thereto and intended for use in connection with the Condominium, excluding therefrom, however, all installations for the providing of Utility Service, which are owned by Developer or any provider of such Utility Services.

2.30 Regulations. Any rules or regulations respecting the use of the Property that may have been adopted by the Association from time to time in accordance with its Articles and By-Laws.

2.31 Share. The percentage of undivided interest in and to the Common Elements and Common Surplus which is appurtenant to each Unit and which is set forth in Exhibit A-3 attached hereto.

2.32 Unit. The individual office space described in Section 3.5, infra, and shown on the Plat.

2.33 Unit Number. The number that is designated on the Plat and used as the identification of a Unit.

2.34 Unit Owner. Any owner of a Unit.

2.35 Utility Services. As used in the Act, as construed with reference to this Condominium, and as used in the Declaration and By-Laws, Utility Services shall include, but not be limited to, electric power, water, gas, data processing, internet access, security system, telephone, and garbage and sewage disposal, although the listing of such services herein does not necessarily imply, much less guarantee, that the providing of such services is contemplated.

3. DEVELOPMENT PLAN. The Condominium is described and established as follows:

3.1 Survey. A survey of the Land showing the improvements, including the Buildings thereon, and the other information required by the Act, is attached hereto as

Exhibit A-2 and is sometimes referred to herein as the Plat.

3.2 Plat. The improvements upon the Land are constructed substantially in accordance with the Plans and Specifications as is set forth in the Plat which reflects the location, identification, and dimensions of each and every Unit.

3.3 Amendment of Plans and Specifications.

(a) Alteration of Unit Plans. The interior plan of a Unit may be changed by its owner provided, however: that no changes or alterations may be made which adversely affect the structural integrity or soundness of the Building, or adversely affect the operation of or location of any system providing Utility Services to Units other than that being altered; that adequately detailed plans and specifications for such changes or alterations are submitted to and approved by the Association, and any Institutional Lender holding a mortgage on such Unit in writing prior to the commencement of such work; and that such work is performed by a person or firm duly licensed by the State of Florida to perform such work. However, in no event may the size or boundaries of a Unit be changed. No Units may be subdivided. Any change that is made within a Unit shall also comply with the requirements of Section 5, infra.

3.4 Utility Easements. Easements are hereby reserved through the Property as may be required for Utility Services in order to serve the Condominium adequately; provided, however, these easements through a Unit shall be only according to the Plans and Specifications for the Building, or as the Building is constructed, unless approved in writing by the affected Unit Owner. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs the Utility Services using the easements.

3.5 Unit Boundaries. Each Unit shall include, in addition to the air conditioner compressor utilized exclusively for the respective Unit as is indicated on the Plat, that part of the Building containing the Unit that lies within the boundaries of the Unit as set forth in the Plat and which lie within the following boundaries (excluding, however, all spaces and improvements lying beneath the undecorated finished surfaces of any interior bearing walls or partitions, and further excluding all installations, pipes, ducts, wires, conduits, and other facilities running through any interior wall or partition for the furnishing of Utility Services to Units or Common Elements):

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

(1) Upper Boundaries. The upper boundary of the Unit shall be the lower plane of the undecorated roof system extended to meet the parametrical boundaries.

(2) Lower Boundaries. The lower boundary of the Unit shall be the horizontal plane of the undecorated finished floor extended to meet the parametrical boundaries.

(b) Parametrical Boundaries. The parametrical boundaries of the Unit shall be the vertical planes of the undecorated finished interior of the walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries, all as set forth in the Plat.

3.6 Common Elements. The Common Elements include all of the Property except the Units, and include, but are not limited to, the following items as to which the Association shall have the powers indicated:

(a) Automobile Parking Spaces. Automobile parking will be made available to Unit Owners so that the Owner of each Unit will be entitled to adequate parking. Parking spaces will not be initially assigned by the Developer. However, the Association shall have the right to adopt Regulations assigning parking spaces if it elects to do so in the future.

(b) Retention Pond. A fee simple interest in that portion of the Retention Pond as is located within the Property, and a usage interest in the balance of the Retention Pond located northerly of the Property, all as depicted on the Plat.

(c) Driveway. An easement interest in the Driveway as depicted on the Plat.

(d) Use; Charges. The foregoing and all other Common Elements shall be available for use by all Unit Owners without discrimination. That use will be without charge.

4. The Units. The Units of the Condominium are individual offices and are described more particularly, and the rights and obligations of Unit Owners are established as follows:

4.1 Unit Numbers. There are five Units in the Building and in the Condominium. The Units are numbered from 1 to 5, inclusive, as is more particularly set forth on the Plat, beginning with Number 1 on the west end of the Building and running consecutively easterly to Number 5 on the east end of the Building.

4.2 Typical Unit Plans. The plans for each Unit are slightly different, which are more particularly set forth on the Plat.

4.3 Appurtenances to Units. The owner of each Unit shall own a share and certain interests in the Property, which share and interests are appurtenant to his Unit, including but not limited to, the following items that are appurtenant to the several Units as indicated:

(a) Ownership of Common Elements and Common Surplus. The undivided share in the Common Elements and in the Common Surplus that is appurtenant

(b) Use of Common Elements. Use of the Common Elements in common with other Unit Owners. This use is in addition to and not in lieu of the various easement rights granted elsewhere herein.

(c) Association Membership and Voting. The membership of each Unit Owner in the Association and the interest of each Unit Owner in the funds and assets held by the Association. Each Unit shall be entitled to one vote at meetings of the Association in accordance with the provisions of the By-Laws.

4.4 Liability for Common Expenses. Each Unit Owner shall be liable for a proportionate share of the Common Expenses, that share being the same as the undivided share in the Common Elements appurtenant to his Unit, again as set forth in Exhibit A- 3 attached hereto.

5. MAINTENANCE; ALTERATION; AND IMPROVEMENT.
Responsibility for the maintenance of the Property, and restrictions upon its alteration and improvement, shall be as follows:

5.1 Units

(a) By the Association. The Association shall maintain, repair, and replace at the Association's expense:

(1) All portions of a Unit (except interior surfaces), if any, which contribute to the support of the Building; as well as any systems supplying Utilities Services to more than one Unit.

(2) Electrical wiring from the meter to the panel box in each Unit.

(3) Water pipes from the meter, up to the individual Unit cut-off valve within the Unit.

(b) By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

(1) To maintain, repair, and replace at his expense all portions of his Unit except the portions thereof to be maintained, repaired, and replaced by the Association and except for the portions thereof damaged by casualty for which insurance proceeds are paid under policies purchased by the Association. This shall be done without disturbing the rights of other Unit Owners.

(2) The portions of a Unit to be maintained, repaired and replaced by the Unit Owner at his expense shall include, but not be limited to the following items: air conditioning compressor, air handling equipment for cooling and heating; service equipment, panel box and all wiring controlled by the main disconnect of the panel box; door, window, and screen fittings and hardware; floor coverings; and inside paint and other

inside wall finishes. Mechanical equipment and the installation of that equipment shall be such that its operation will not cause annoyance to the occupants of other Units.

(3) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the Building.

(4) To report promptly to the Association any defect or need for repairs for which the Association is responsible.

(c) Miscellaneous

(1) Use of Licensed And Insured Contractors – Whenever a Unit Owner contracts for the maintenance, repair, replacement, alteration, addition, or improvement of any portion of the Unit or Common Elements, whether with or without Association approval, such Owner shall be deemed to have warranted to the Association and its members that the Owner's contractor(s) are properly licensed and fully insured, and that the Owner will be financial responsible for any resulting damage to persons or property not paid for by the contractor's insurance.

(2) Appliance Maintenance Contracts – If there shall become available to the Association a program of contract maintenance for water heaters serving individual Units, and/or air conditioning compressors, and/or air handlers and related equipment and fixtures serving individual Units, that the Association determines is to the benefit of the Owners to consider, then on agreement by a 100% of the voting interests of the Condominium, in person or by proxy and voting at a meeting called for the purpose, or on agreement by a majority of the total voting interests of the Condominium in writing, the Association may enter into such contractual undertakings. The expenses of such contractual undertakings to the Association shall be Common Expenses. All maintenance, repairs, and replacements not covered by the contracts shall be the responsibility of the Unit Owner.

(3) Pest Control – The Association may supply pest control services for the inside of each Unit, with the cost thereof being part of the Common Expenses. An owner has the option to decline such service unless the Association determines that service is necessary for the protection of the balance of the Condominium, in which event the owner thereof either must permit the Association's pest control company to enter the Unit or must employ a licensed pest control company to enter the owner's Unit on a regular basis to perform pest control services and must furnish written evidence thereof to the Association. The cost of pest control provided by the Association is a common expense, so the election of an owner not to use the service will not reduce the owner's assessments.

(d) Alteration and Improvement. Except as elsewhere provided, neither a Unit Owner nor the Association shall make any alteration in the portions of a Unit that are to be maintained by the Association, or remove any portion of them, or make any additions to them, or do anything that would jeopardize the safety or soundness of the Building, or impair any easement, without first obtaining approval in writing of owners of

all Units in which the work is to be done and the approval of the board of directors of the Association. If the alteration of or improvement to the Unit will change the appearance of any portion of the exterior of the Building the change in appearance must be approved by the owners of 100% of the Units at a meeting of Unit Owners called for that purpose. A copy of plans for all of the proposed work, prepared by an architect licensed to practice in the State of Florida, shall be filed with the Association prior to the start of the work.

5.2 Common Elements.

(a) By the Association. The maintenance and operation of the Common Elements shall be the responsibility of the Association and the cost shall be a Common Expense. The only exception to this is that each Unit Owner shall be responsible for the maintenance and repair of the floor slab under the Owner's Unit.

(b) Alteration and Improvement. There shall be no alteration nor improvement of the Common Elements or acquisition of additional Common Elements without the prior approval in writing by the owners 100% of the Units, except as provided by the By- Laws. Any such alteration or improvement shall not interfere with the rights of any Unit Owners without their consent. The cost of such alteration, improvement, or acquisition shall not be assessed against any Institutional Lender that acquires its title to a Unit as the result of owning and holding a mortgage upon the Unit owned, unless that owner shall approve the alteration, improvement, or acquisition, and this shall be so whether title to the Unit is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any such cost not so assessed shall be assessed to the other Unit Owners in the shares that their shares in the Common Elements bear to each other. There shall be no change in the shares and rights of a Unit Owner in the Common Elements nor in his share of Common Expenses, whether or not the Unit Owner contributes to the cost of such alteration, improvement, or acquisition.

(c) Submission of Land to Condominium. Land acquired by the Association may be added to the Land. This may be done by an amendment to the Declaration that includes the description of the acquired land, submits that land to condominium under the terms of the Declaration, and states that the amendment conveys the land by the Association to the Unit Owners but without naming them. The amendment shall be executed by the Association and adopted by the Unit Owners in the manner elsewhere required for an amendment of the Declaration. Such an amendment, when recorded in the current public records of Duval County, Florida, shall divest the Association of title to the land and shall vest the title in the Unit Owners, without further conveyance, in the same respective undivided shares as the undivided shares in the Common Elements appurtenant to the Units owned by them.

(d) Disposition of Land. Any land acquired by the Association that is not submitted to condominium by amendment of the Declaration may be sold, mortgaged, or otherwise disposed of by the Association after approval in writing by the owners 100% of the Units. This approval shall be evidenced by a certificate stating that the approval was duly given, which certificate shall be executed by the officers of the Association with the

same formalities required for a deed and delivered to a purchaser or mortgagee of the land.

(e) Disposition of Personal Property. Any personal property acquired by the Association may be sold, mortgaged, or otherwise disposed of by the Association.

6. Assessments. The making and collection of Assessments against Unit Owners for Common Expenses shall be pursuant to the By-Laws and subject to the following provisions, in addition to the limitations of Section 4.5, supra.

6.1 Share of Common Expense. Each Unit Owner shall be liable for a proportionate share of the Common Expenses, and shall share in the Common Surplus, those shares being the same as the undivided share in the Common Elements appurtenant to the Unit owned by him, all as provided for in Exhibit A-3 attached hereto.

6.2 Interest; Application of Payments. The portions of Assessments and installments of Assessments that are not paid when due shall bear interest at the rate of 12% per annum from the date when due until paid, together with, or in lieu thereof, as the Association may elect, a late charge which shall be calculated in an amount reasonably necessary to reimburse the Association for the administrative expenses which it incurs incident to such. All payments upon account shall be applied first to late charges, if any, then to interest and then to the Assessment payment first due, and each and every Assessment payment due thereafter in chronological order.

6.3 Lien for Assessments. The lien for unpaid Assessments, including any interest, shall secure reasonable attorneys' fees, including but not limited to, appellate fees, incurred by the Association incident to the collection of an Assessment or enforcement of the lien. Said lien shall be effective only from and after recording of a claim of lien and shall be subject and subordinate to any mortgage recorded prior to the date of recording a claim of lien.

6.4 Mortgagees. Where a holder of a first mortgage on a Unit or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of the first mortgage or as a result of a deed given in lieu of foreclosure, such acquirer of title, its successors, grantees, and assigns, shall only be liable for the share of Common Expenses pertaining to such Unit or chargeable to the former Unit Owner prior to the acquisition of title to the Unit, as allowed by the Act.

6.5 Rental Pending Foreclosure. In any foreclosure of a lien for Assessments, the owner of the Unit subject to the lien shall be required to pay a reasonable rental for the Unit, and the Association shall be entitled to the appointment of a receiver to collect the rent therefrom.

7. Association. The operation of the Condominium shall be by the Association, which shall fulfill its duties and functions pursuant to the following provisions:

7.1 Articles of Incorporation. The provisions of the Articles, a copy of which is attached hereto as Exhibit B and by this reference made a part hereof.

7.2 By-Laws. The provisions of the By-Laws, a copy of which is attached hereto as Exhibit C and by this reference made a part hereof.

7.3 Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Property, the Association shall not be liable to Unit Owners for injury or damage (other than the cost of such maintenance and repair) caused by any latent condition of the Property.

7.4 Roster of Unit Owners and Mortgagees.

(a) Owners of Units. The Association shall maintain a roster of names and mailing addresses of Unit Owners. The roster shall be maintained from evidence of ownership furnished to the Association from time to time and from changes of mailing addresses furnished from time to time. Each Unit Owner shall furnish to the Association a true copy of the record evidence of his title, which evidence shall entitle the Unit Owner to be included in the roster if his ownership has been approved by the Association in the manner elsewhere required, and provided, of course, that such approval is required.

(b) Mortgagees. The Association shall maintain a roster that shall contain the name and address of each owner and holder of a mortgage upon a Unit in the Condominium of which notice is given to the Association. This notice shall consist of a true copy of the recorded instrument evidencing the interest of the mortgagee, which term, when used in the Declaration, shall include any owner and holder of a mortgage. The mortgagee shall be stricken from the roster upon receipt by the Association of a request from the mortgagee or of a true copy of a recorded release or satisfaction of the mortgage. Notice of the removal shall be given to the mortgagee unless the removal is requested by the mortgagee, in which case no such notice shall be required or given.

7.5 Restraint upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated, have a security interest granted therein, or be transferred in any manner except as an appurtenance to his Unit.

7.6 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would be authorized to cast the vote of that owner if in an Association meeting, unless the joinder of record owners is specifically required by the Declaration.

8. Insurance. The insurance, other than title insurance, that shall be carried upon the Property and the property of the Unit Owners shall be governed by the following provisions:

8.1 Purchase; Named Insured; Custody and Payment of Policies.

(a) Purchase. All insurance policies upon the Condominium shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida and satisfactory in all material respects to the Association as to its financial stability and condition.

(b) Named Insured. The named insured shall be the Association individually and as agent for the owners of Units covered by the policy without naming them, and shall include mortgagees listed in the roster of mortgagees who hold mortgages upon Units covered by the policy whether or not the mortgagees are named. Unit Owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense.

(c) Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the insurance trustee designated by the board of directors of the Association and approved by the Institutional Lender exercising the rights thereto granted by the terms and conditions of Section 10, infra, and all policies and endorsements to them shall be deposited with the Agent.

(d) Copies to Mortgagees. One copy of each insurance policy and of all endorsements to it shall be furnished by the Association to each mortgagee included in the mortgage roster who holds mortgages upon Units covered by the policy. The copies shall be furnished not less than 10 days prior to the beginning of the term of the policy or not less than 10 days prior to the expiration of each preceding policy that is being renewed or replaced, whichever date shall first occur.

8.2 Coverage.

(a) Casualty. The Building and any other insurable improvements upon the Land shall be insured in such amounts that the insured will not be a co-insurer except under deductible clauses required to obtain coverage at a reasonable cost. The coverage shall exclude foundation and excavation costs, that part of the value of each Unit occasioned by special improvements made by Unit Owners and not common to Units otherwise comparable in construction and finish, and all increase in value of Units occasioned by alterations, betterments, and further improvement by Unit Owners. All personal property included in the Common Elements shall be insured, subject to any exclusions or deductibles which the Association may determine, in its judgment, are in the best interests of the Association to accept. Values of insured property shall be determined annually by the board of directors of the Association which shall, at the same time, review the extent and nature of the insurance coverage. Insurance coverage shall afford protection against:

(1) Hazard. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(2) Other Risks. Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location, and use as the Building, including, but not limited to, insurance covering flooding, vandalism, and malicious mischief to the extent that such is available. The bailee liability, if any, of the Association to Unit Owners shall be insured.

The policies shall state whether the following items are included within the coverage in order that Unit Owners may insure themselves if the items are not insured by the Association: air handling equipment for cooling and heating; service equipment, such as water heater, wall coverings; built-in cabinets; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; and inside paint and other inside wall finishes.

When appropriate and possible, without the imposition of an unreasonably excessive additional premium, the policies shall waive the insurer's right to

(i) subrogation against the Association and against the Unit Owners individually and as a group;

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

(iii) avoid liability for a loss that is caused by an act of the board of directors of the Association, or by a member of the board of directors of the Association, or by one or more Unit Owners.

(b) Public Liability. Public liability insurance in such amounts and with such coverage as shall be required by the board of directors of the Association from time to time, including but not limited to, hired automobile and non-owned automobile coverages, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

(c) Workmen's Compensation Policy. If applicable, adequate coverage to meet the requirements of law.

(d) Flood Insurance. Coverage including replacement costs to the extent available.

(e) Fidelity Bonding. Unless otherwise waived by it, the Association shall obtain and maintain insurance or fidelity bonding for all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the Association. The Association shall bear the cost

of bonding.

(f) Directors and Officers Liability Insurance. Unless otherwise waived by it, the Association shall obtain and maintain adequate directors and officers liability insurance using the broad form of policy coverage for all directors and officers and, if available, for committee members of the Association.

(g) Other Insurance. Such other insurance as the board of directors of the Association shall determine from time to time to be desirable.

(h) Excess Liability. In any legal action in which the Association, or its insurance carrier, may be exposed to liability in excess of the insurance coverage protecting it and the Unit Owners, the Association shall give notice of the potential exposure, within a reasonable time, to all Unit Owners who may be so exposed, together with any holders of mortgages on the Units, and they shall have the right to intervene and defend in any such action.

8.3 Premiums. Premiums due on insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the amount of increase in the premium occasioned by or attributable to permissible use of a Unit for other than in accordance with Governmental Requirements, or misuse, occupancy, or abandonment of a Unit or its appurtenances or of the Common Elements by a Unit Owner shall be assessed against and paid by that Unit Owner. Not less than 10 days prior to the date when a premium is due, evidence of the payment shall be furnished by the Association to each mortgagee listed in the roster of mortgagees.

8.4 Association as Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit Owners, and their respective mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association as Agent (herein sometimes referred to as "Agent"). The Agent shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Agent shall be to receive and hold the insurance proceeds and other funds that are paid to it in trust for the purposes elsewhere stated in this Declaration and for the benefit of the Unit Owners and their mortgagees in the following shares:

(a) Unit Owners - An undivided share for each Unit Owner, that share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(b) Mortgagees. In the event a mortgagee endorsement to an insurance policy has been issued as to a Unit and this is deposited with the Agent, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged Property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have

applied to the reduction of a mortgage debt any insurance proceeds except distributions of proceeds made to the Unit Owner and mortgagee.

8.5 Distribution of Proceeds. Proceeds of insurance policies received by the Agent shall be distributed to or for the benefit of the beneficial owners in the manner hereafter provided in Section 9, infra.

8.6 Association as Agent. The Association is irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

8.7 Benefit of Mortgagee. Certain provisions in this Section 8 are for the benefit of mortgagees of Units. All of these provisions are covenants for the benefit of any mortgagee of a Unit and may be enforced by that mortgagee.

9. Reconstruction and Repair After Casualty.

9.1 Determination Whether to Reconstruct and Repair. Whether or not Property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

(a) Lesser Damage. If 50% or more of the Units are found by the board of directors of the Association to be tenantable after the casualty, the damaged Property shall be reconstructed and repaired.

(b) Major Damage. If 50% or more of the Units are found by the board of directors of the Association not to be tenantable after the casualty, whether the damaged Property will be reconstructed and repaired or the Condominium terminated shall be determined in the following manner:

(1) Immediately after the determination of the amount of insurance proceeds, the Association shall give notice to all Unit Owners and mortgagees of the casualty, the extent of the damage, the estimated cost to rebuild and repair, the amount of insurance proceeds available, and the estimated amount of Assessments required to pay the excess of the cost of reconstruction and repair over the amount of insurance proceeds available.

(2) The notice shall call a meeting of Unit Owners to be held within 30 days from the mailing of the notice.

(3) If the reconstruction and repair is approved at the meeting by the owners of all of the Units, the damaged Property will be reconstructed and repaired; but, if not so approved, the Condominium shall be terminated without agreement as elsewhere provided.

(4) The approval of a Unit Owner may be expressed by vote or in writing filed with the Association at or prior to the meeting.

(5) The expense of this determination shall be assessed against all Unit Owners as a Common Expense.

(c) Certificate. The Agent may rely upon a certificate of its president to determine whether or not the damaged Property is to be reconstructed and repaired.

9.2 Report of Damage. If any part of the Property shall be damaged and insurance proceeds or other funds are paid to the Agent on account of the damage, a report of the damage shall be submitted to the Agent. The report shall include the following information:

(a) Date and cause of damage.

(b) Whether the damaged Property will be reconstructed and repaired or the Condominium terminated.

(c) If applicable, the name and address of all mortgagees holding mortgages on any of the damaged Property, together with sufficient data to identify the mortgagees' interest in such damaged Property.

If the damaged Property shall be reconstructed and repaired, the report shall include the following additional information:

(a) Schedule of damage for which the Association has the responsibility for reconstruction and repair, and the estimated costs of such reconstruction and repair.

(b) Whether any damaged Property for which the Association has the responsibility for reconstruction and repair includes any structural parts of a Building.

(c) Schedule of damage for which Unit Owners have the responsibility for reconstruction and repair and the estimated costs of each Unit Owner for such reconstruction and repair.

9.3 Responsibility for Reconstruction and Repair. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the Property as provided in Section 5, supra.

9.4 Plans and Specifications. Any reconstruction and repair must be substantially in accordance with the Plans and Specifications; or, if not, then according to plans and specifications approved by the board of directors of the Association, and, the owners of all of the Units, and their respective mortgagees.

9.5 Assessments; Determination of Sufficiency of Funds.

(a) Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for which the Association is responsible, or if at any time during that work or upon completion of the work the funds available for the payment of the costs are insufficient, Assessments shall be made by the Association against all Unit Owners in sufficient amounts to provide funds for the payment of those costs. The Assessments shall be made as for a Common Expense, except that the cost of construction, reconstruction, and repair occasioned by special improvements made at the request of the owner and not common to other Units shall be assessed to the owner of the responsible Unit and are not deemed an Assessment.

(b) Determination of Sufficiency of Funds. If the estimated costs of reconstruction and repair for which the Association is responsible do not exceed \$10,000.00, the sufficiency of funds to pay the costs shall be determined by the board of directors of the Association and the sums paid upon the Assessments shall be held by the Association. If the estimated costs exceed \$10,000.00, the sufficiency of funds to pay the costs shall be determined by an architect qualified to practice in the State of Florida and employed by the Association to supervise the work, and the sums paid upon the Assessments shall be held by the Association as Agent.

9.6 Disbursement of Funds. The funds held by the Agent after a casualty, which will consist of the proceeds of insurance and possibly the sums collected from Assessments against Unit Owners on account of the casualty, shall be disbursed in the following manner and order:

(a) Expense of the Agent. All expenses of the Agent shall be first paid or appropriate provision made for payment.

(b) Termination of the Condominium. If the Condominium is terminated, either by agreement after lesser damage or by failure of the Unit Owners to approve reconstruction and repair after major damage, the remaining funds shall be deemed to be a portion of the Property and shall be owned by the Unit Owners as tenants in common in the undivided shares in which they own the Common Elements prior to the termination. The balance of the funds shall be distributed to the beneficial owners upon demand of the Association in the amounts certified by the Association, remittances to Unit Owners and their mortgagees being made payable jointly to them.

(c) Reconstruction and Repair of Damage. If the damaged Property is reconstructed and repaired, the funds shall be disbursed in the following manner:

(1) By Association - Damages of \$10,000.00 or Less. If the estimated costs of reconstruction and repair that is the responsibility of the Association do not exceed \$10,000.00, the funds shall be disbursed in payment of these costs upon the order of the Association; provided, however, the funds shall be disbursed in the manner hereafter provided for the reconstruction and repair of damage of more than \$10,000.00 if

the damaged Property includes structural parts of a Building, or if requested by a mortgagee that is a beneficiary of an insurance policy, the proceeds of which are included in the funds.

(2) By Association - Damages of More than \$10,000.00. If the estimated costs of reconstruction and repair that is the responsibility of the Association exceed \$10,000.00, the funds shall be disbursed in payment of these costs in the manner required by the board of directors of the Association; provided, however, that an architect qualified to practice in the State of Florida and employed by the Association to supervise the work shall approve all disbursements as being due and properly payable.

(3) By Unit Owners. If there is a balance of insurance proceeds after payment of costs of reconstruction and repair that is the responsibility of the Association, this balance shall be distributed to owners of damaged Units who have responsibility for reconstruction and repair of their Units. The distribution shall be in the shares that the estimated cost of reconstruction and repair of this damage in each damaged Unit bears to the total of these costs in all damaged Units; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs for reconstruction and repair for his Unit. If there is a mortgage upon a Unit, the distribution to which the Unit Owner is entitled shall be paid to the Unit Owner and the mortgagee jointly.

(4) Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance remaining after payment of the costs for which the funds are collected, the balance shall be distributed to the beneficial owners of the funds, remittances to Unit Owners and their mortgagees being made payable jointly to them; provided, however, that the part of a distribution to a Unit Owner that is not in excess of Assessments paid by that owner into the funds shall not be made payable to any mortgagee.

(d) Reliance upon Certificates. Notwithstanding the provisions of the Declaration, the Agent shall not be required to make a determination as to the existence of certain facts upon which the distribution of funds is conditioned. Instead, the Agent may rely solely and without liability upon the certificate of the Association's president stating:

(1) Whether the damaged Property will be reconstructed and repaired or the Condominium terminated.

(2) Whether or not payments upon Assessments against Unit Owners shall be deposited with the Agent.

(3) That sums to be paid are due and properly payable, the name of the payee, and the amount to be paid.

(4) The names of Unit Owners to receive distribution of funds and the amounts to be distributed to them; provided, however, that when a mortgage is

required by the Declaration to be named as payee of a distribution to a Unit Owner, the Agent also shall name the mortgagee as payee of any distribution of insurance proceeds to a Unit Owner, provided that the name of the appropriate mortgagee is also included in the certificate furnished by the Association.

(e) Proviso. Provided, however, that under the following circumstances the approval of the architect elsewhere required shall be first obtained by the Association prior to disbursements in payment of costs of reconstruction and repair,

(1) When the report of damage shows that the damaged Property includes structural parts of a Building.

(2) When the report of damage shows that the estimated costs of reconstruction and repair that is the responsibility of the Association exceed \$10,000.00

(3) If required by the Association or by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the funds to be disbursed.

9.7 Benefit of Mortgagees. Certain provisions in this Section 9 are for the benefit of mortgagees of Units. All of these provisions are covenants for the benefit of any mortgagee of a Unit and may be enforced by the mortgagee.

9.8 CPT Adjustment of Amount. The amount of \$10,000.00 stated in this section shall be adjusted as of January 1, 2024, and each ten (10) years thereafter to reflect any changes in the "CONSUMER PRICE INDEX - U.S. CITY AVERAGE; ALL ITEMS" from the base year of 2013, to the year of such adjustment.

10. CONDEMNATION.

10.1 Deposit of Awards with the Agent. The taking of Property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Agent. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Agent; and in the event of failure to do so, in the discretion of the board of directors of the Association, a special Assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that owner.

10.2 Determination of Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged Property will be reconstructed and repaired after a casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty.

10.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be Property and shall be owned and distributed in the manner provided for insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the owners of condemned Units will be made whole and the Property damaged by the taking will be made usable in the manner provided, infra. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Agent after a casualty.

10.4 Unit Reduced but Tenable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(a) Restoration of Unit. The Unit shall be made tenable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the owner of the Unit.

(b) Distribution of Surplus. The balance of the award, if any, shall be distributed to the owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the owner and mortgagees.

(c) Adjustment of Shares and Liability for Common Expenses. If the floor area of the Unit is reduced by the taking, the number representing the Share and the liability for Common Expenses appurtenant to the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the taking, and then the Shares and liability for Common Expenses of all Unit Owners shall be restated as percentages of the total of the numbers representing their original Shares as reduced by the taking so as to reflect the necessary adjustment.

10.5 Unit Made Untenable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made tenable, the award for the taking of the Unit shall be used for the following purposes in the indicated order and the following changes shall be effected in the Condominium:

(a) Payment of Award. The market value of the Unit immediately prior to the taking shall be paid to the owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the owner and mortgagees.

(b) Addition to Common Elements. The remaining portion of the Unit, if any, shall become a part of the Common Elements and shall be placed in condition for use by all of the Unit Owners in the manner approved by the board of directors of the Association; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements.

Association; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements.

(c) Adjustment of Shares and Liability for Common Expenses. The Shares and liability for Common Expenses appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements, Common Surplus, and the liability for the Common Expenses among the reduced number of Unit Owners. This shall be done by restating the Shares and liability for Common Expenses of continuing Unit Owners as percentages of the total of the numbers representing the Shares of these owners as they exist prior to the adjustment so as to reflect the necessary adjustment.

(d) Assessments. If the amount of the award for the taking is not sufficient to pay the market value of the condemned Unit to the owner and to recondition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by Assessments against all of the Unit Owners who will continue as owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the Shares of those owners after the changes effected by the taking.

(e) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within 30 days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Unit Owners as a Common Expense in proportion to the Shares of the owners as they exist prior to the changes effected by the taking.

10.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the board of directors of the Association; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares after adjustment of these Shares on account of the condemnation, if any such adjustment is required pursuant to Section 10.4 and Section 10.5, supra. If there is a mortgagee of a Unit, the distribution shall be paid jointly to the owner and mortgagees of the Unit.

10.7 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements that are affected by

11. USE RESTRICTIONS. The use of the Property shall be in accordance with the following provisions as long as the Condominium exists and the Building in useful condition exists upon the Land.

11.1 Units. Each of the Units shall be occupied and used as a single user professional or commercial Unit in accordance with Governmental Requirements and for no other purpose.

11.2 Access to Units. The Association has an irrevocable right of access to the Units during reasonable hours when necessary for the purpose of maintenance, repair, and replacement of the Common Elements or of any portion of a Unit to be maintained by the Association pursuant to this Declaration or for making emergency repairs that are necessary to prevent damage to the Common Elements or to another Unit or Units. The owner of a Unit has a right of access to any adjoining Unit as and if it is reasonably necessary in order to maintain, repair, or replace parts of the owner's Unit. The right of access to a Unit shall be exercised after reasonable notice to the Unit Owners unless such notice is not possible or practical under the circumstances, with due respect for the occupants' rights to privacy and freedom from unreasonable annoyance, and with reasonable precautions to protect the personal property within the Unit. The Association requires and shall retain a passkey to all Units. No Unit Owner shall install or alter any lock that prevents access without providing the Association with a key.

11.3 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 use and enjoyment of the Units by their owners.

11.4 Nuisances. No nuisances shall be allowed upon the Property, nor any use or practice that is the source of annoyance to Owners or which interferes with the peaceful possession and proper use of the Property by its Owners. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor any fire hazard be allowed to exist. No Unit Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the Property above that required when the Unit is used for the approved purposes, or that will cause any such insurance to be cancelled or threatened to be cancelled, except with the prior written consent of the Association.

11.5 Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of the Property, nor any part of it; and all valid laws, zoning ordinances, requirements, rules, and regulations of all governmental bodies having jurisdiction thereof shall be observed including but not limited to all Governmental Requirements. The responsibility of meeting the requirements of governmental bodies for maintenance, modification, or repair of the Property shall be the same as the responsibility for the maintenance and repair of the Property concerned.

11.6 Uniform Design. All Units shall be and remain of like exterior design, shape, color, and appearance as other Units.

maintenance and repair of the Property concerned.

11.6 Uniform Design. All Units shall be and remain of like exterior design, shape, color, and appearance as other Units.

11.7 Pets. Pets shall not be permitted.

11.8 Maintenance. Each Unit Owner, lessee, or occupant shall, at all times, maintain the Unit pursuant to the Declaration and the Regulations.

11.9 Antennas, etc. Without the prior permission of the Association, no wires, TV antennas, satellite or data dishes, air conditioners, aerials, or structures of any sort shall be erected, constructed, or maintained on the exterior of the Unit, or of the Building, except for those structures that form a part of the original Unit or the original Building.

11.10 Electrical Interference. No electrical machinery or apparatus of any sort shall be used or maintained in any Unit which causes interference with the data, internet, television or radio reception in other Units.

11.11 Signs. No signs of any type shall be maintained, kept, or permitted on any part of the Common Elements or in or on any Unit where the same may be viewed from the Common Elements, or adjacent property including roadways, except for signs specifically approved by the board of directors of the Association.

11.12 Vehicular Restrictions. Parking shall be limited to passenger vehicles and pick-up trucks which shall only be parked in the areas of the Common Elements so designated for parking. Specifically prohibited from parking in such areas are any and all trailers, any and all trucks (excluding pick-up trucks), buses, boats, or other type vehicles or equipment

11.13 Occupancy. Occupancy of Units shall be in accordance with the terms and conditions of the Declaration.

11.14 Regulations. Reasonable Regulations concerning the appearance and use of the Condominium may be made and amended from time to time by the Association in the manner provided by its Articles and By-Laws. Copies of the Regulations and amendments thereto shall be furnished by the Association to all Unit Owners of the Condominium upon request.

12. COMPLIANCE AND DEFAULT. Each Unit Owner and the Association shall be governed by and shall comply with the terms of the Act, Declaration, the Articles, the By-Laws, and the Regulations, all as may be amended from time to time. The Association and Unit Owners shall be entitled to the following relief in addition to the remedies provided by the Act:

12.2 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair, or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that that expense is not met by the proceeds of insurance carried by the Association.

12.3 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, the Declaration, the Articles, the By-Laws, or the Regulations, all as may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court, including appellate attorneys' fees.

12.4 Owner Inquiries. When a Unit Owner files a written inquiry by certified mail with the Board Of Directors of the Association (hereinafter called the "Board"), the Board shall respond in writing to the Unit Owner within 30 days of receipt of the inquiry. The Board's response shall either (a) give a substantive response, (b) notify the inquirer that a legal opinion has been requested, or (c) notify the inquirer that advice has been requested from the Bureau of Compliance, Division of Florida Land Sales, Condominiums, and Mobile Homes. If advice has been requested from the Bureau of Compliance, the Board shall provide a written substantive response to the inquirer within 10 days of receipt of the advice. If a legal opinion is requested, the Board shall provide a written substantive response to the inquirer within 60 days of receipt of the inquiry. The failure to provide a substantive response as set forth above precludes the Association from recovering attorneys' fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the complaint. If unresolved, a dispute, as defined in F.S. 716.1255(1), must be arbitrated in mandatory nonbinding arbitration proceedings prior to commencement of litigation. The Board may adopt reasonable rules and regulations governing the frequency and manner of responding to Unit Owner inquiries, including a limit of one Unit Owner inquiry in any 30 day period.

12.5 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction, or other provision of the Act, the Declaration, the Articles, the By-Laws, or the Regulations shall not constitute a waiver of the right to do so thereafter.

13. AMENDMENTS. Except as elsewhere provided, the Declaration may be amended in the following manner:

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

13.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed by either the board of directors of the Association or by the members at a meeting called for this purpose. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing

LAW OFFICE

WILLIAM J. DEAS, P.A.
2215 RIVER BOULEVARD
JACKSONVILLE, FL 32204

that the approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, the approvals must be either by:

(a) The entire membership of the board of directors of the Association and 100% of the votes of the entire membership of the Association; or

(b) Not less than 50% of the entire membership of the board of directors of the Association in the case of amendments that are only for one or more of the following purposes:

(1) To correct misstatements of fact in the Declaration and its exhibits, including, but not limited to, the correction of errors in the legal description of the Land or in the Plat. If the amendment is to correct the Declaration so that the total of the undivided shares of Unit Owners in either the Common Elements, Common Surplus, or Common Expenses shall equal 100%, or that a Unit has not been assigned an appropriate undivided share in the Common Elements, the owners of the Units and the owners of mortgages on the Units for which modifications in the shares are being made also shall approve the amendment.

(2) To change the boundaries between Units in the manner elsewhere stated, provided that the amendment is signed and acknowledged by the owners and mortgagees of the Units concerned.

(3) To adopt amendments of Section 8, supra, that are reasonably required by insurers or mortgagees of the Property.

13.3 Mortgagee Approval. Amendments materially affecting the rights or interests of mortgagees must have the approval of the holders of institutional first mortgages of record representing 51 % of the votes of Units subject to such mortgages who have requested the Association to notify them on any proposed action specified in this paragraph. Implied approval shall be assumed when such holder fails to respond to any written request for approval within 30 days after the mortgage holder receives proper notice of the proposal, provided the notice was delivered certified or registered mail with a "Return Receipt" requested. In the event that mortgagee consent is provided other than by properly recorded joinder, such consent shall be evidenced by affidavit of the Association and recorded in the current public records of Duval County, Florida. A change to any of the following shall be considered as material:

1. Any change in the proportion or percentage by which the owner of the Unit shares the Common Expenses and owns the Common Surplus.

2. Reallocation of interests or use rights in the Common Elements.

3. Redefinition of any Unit boundaries.

4. Convertibility of Units into Common Elements or vice versa.

5. Expansion or contraction of the Condominium.

13.4 Written Agreements. Any approval of Unit Owners on any matter called for by this Declaration, its exhibits, or any statute to be taken at a meeting of Unit Owners is hereby expressly allowed to be taken instead by written agreement, without a meeting (which agreement may be in counterparts), subject to F.S. 718.112(2)(d)4 and F.S. 617.0701.

13.5 Proviso. Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units, unless the Unit Owners so affected shall consent; and no amendment shall change any Unit nor decrease the share in the Common Elements appurtenant to it, nor increase the owner's share of the Common Expenses, unless the record owner of the Unit concerned and all record owners of mortgages on that Unit shall join in the execution of the amendment. Provided further, however, that neither shall an amendment make any changes to Sections 9 and 10, supra, and to Sections 14 and 15, infra, unless the record owners of all mortgages upon the Condominium shall join in the execution of the amendment.

13.6 Execution and Recording. An amendment adopted in any manner shall be evidenced by attaching a copy of the amendment to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities required of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the current public records of Duval County, Florida. If the amendment is to correct the Declaration so that the total of the undivided shares of Unit Owners in either the Common Elements, Common Surplus, or Common Expenses shall equal 100%, or so as to assign an appropriate undivided share in the Common Elements to a Unit, the owners of the Units and the owners of mortgages on the Units for which modifications in the shares are being made also shall execute the certificate.

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

14.1 Destruction. If it is determined in the manner elsewhere provided that the Buildings shall not be reconstructed because of major damage, the Condominium plan of ownership will be terminated thereby automatically and without agreement.

14.2 Agreement. The Condominium may be terminated by approval in writing by all record owners of Units and all record owners of mortgages on Units.

14.3 Amendment. This section concerning termination cannot be amended without the consent of all Unit Owners and of all record owners of mortgages upon the Units.

15. ADDITIONAL RIGHTS OF INSTITUTIONAL LENDERS. In addition to the various other rights herein set forth, so long as any Institutional Lender or Institutional Lenders shall hold any mortgage upon any Unit or Units, or shall be the owner of any Unit or Units, such Institutional Lender or Institutional Lenders shall have the following additional rights, to wit:

15.1 Approval of Insurance Coverage. To grant the approvals of insurance policies, agents, and companies granted by Section 5.1(b)(3)(b), supra.

15.2 Copies of Audit. To be furnished with a copy of the audit of the Association as, and if required by the By-Laws.

15.3 Notice of Meetings. To be given notice by the Association of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to the Declaration, or the Articles and By-Laws, which notice shall state the nature of the amendment being proposed.

15.4 Notice of Default. To be given notice of default by any Unit Owner owning any Unit encumbered by a mortgage held by any Institutional Lender or Institutional Lenders.

15.5 Notice of Insurance Cancellation. To be given notice of the cancellation or termination by the Association of any policies of insurance covering the Condominium or Association property or any improvements thereon, or any fidelity bonds of the Association except when the reason for the termination or cancellation of the insurance policy or bond is to change insurance companies or because the policy or bond is not needed or is not available.

15.6 Damage to Condominium. To be given notice of any damage or destruction to the improvements located on the Common Elements of Association property that affects a material portion of the Common Elements or Association property or the Unit securing its mortgage.

15.7 Eminent Domain. To be given notice of a condemnation or eminent domain proceeding affecting a material portion of the Condominium Property or the Unit securing its mortgage.

15.8 Failure to Notify. The failure of the Association to send any such notice to any such mortgagee, guarantor, or insurer shall have no effect on any meeting, action, or thing that was to have been the subject of such notice nor affect the validity thereof and shall not be the basis for liability on the part of the Association.

16. LIENS.

16.1 Protection of Property. All liens against any Unit, other than permitted mortgages, taxes, or special assessments, will be satisfied or otherwise removed

within 30 days from the date the lien attaches. All taxes and special assessments upon a Unit shall be paid before becoming delinquent.

16.2 Notice of Lien. A Unit Owner shall give notice to the Association of every lien upon his Unit, other than permitted mortgages, taxes, and special assessments, within five days after the attaching of the lien.

16.3 Notice of Suit. A Unit Owner shall give notice to the Association of every suit or other proceeding which will or may affect the title to his Unit or any other part of the Property, such notice to be given within five days after the Unit Owner receives notice thereof.

17. MISCELLANEOUS. The following miscellaneous provisions shall be applicable:

17.1 Covenants Running with the Land. All provisions of the Condominium Documents shall be construed to be covenants running with the Property and with every part thereof and interest therein, including, but not limited to, every Unit and the appurtenances thereto, and every Unit Owner and claimant of the Property or any part thereof or interest therein, and his heirs, executors, administrators, personal representatives, successors, and assigns shall be bound by all of the provisions of the Condominium Documents.

17.2 Severability. The invalidity, in whole or in part, of any covenant or restriction, or any section, subsection, sentence, clause, phrase, or word, or other provision of the Declaration, the Articles, the By-Laws, and the Regulations shall not affect the validity of the remaining portions.

17.3 Notice. Unless otherwise specifically provided for herein, all notices referred to or required herein must be given in writing by certified mail. Such notices shall be deemed given for purposes hereof when postmarked and when addressed as follows:

(a) As to Unit Owners and Holders of Mortgages on Units (Including Institutional Lenders). To the address reflected on the rosters and other records maintained by the Association.

(b) As to the Association. To its business office maintained at the Condominium.

17.4 Paragraph Headings. The paragraph headings contained in the Declaration are for reference purposes only and shall not in any way affect the meaning, content, or interpretation hereof.

17.5 Time of Essence. Time is of the essence of the Declaration.

17.6 Construction.

(a) The provisions of the Declaration shall be liberally construed so as to effectuate its purpose of creating a uniform plan of Condominium ownership.

(b) The Declaration shall be construed under the laws of the State of Florida, regardless of where it may have been executed or delivered.

(c) Whenever the context requires or permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, Parkway Aesthetic Center, L.L.P, a Florida limited liability partnership, has caused this Declaration Of Condominium to be executed, the day and year first above written.

Parkway Aesthetic Center, L.L.P, a Florida limited liability partnership

Signed and sealed in
our presence:

Sheryl Demers

Signature of Witness

Sheryl Demers

Typed or Printed Name of Witness

[Signature]

Signature of Witness

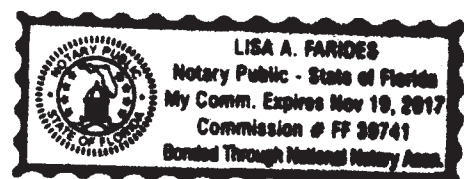
Wm TDL

Typed or Printed Name of Witness

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 5 day of June, 2014, by Robert Sharp as Partner, of Parkway Aesthetic Center, L.L.P, a Florida limited liability partnership, on behalf of the Partnership.

Lisa A. Farides
Notary Public, State And County Aforesaid.
My Commission Expires: 11-19-2017



CONSENT AND JOINDER OF MORTGAGEE

First-Citizens Bank & Trust Company, a North Carolina Banking Corporation, successor by merger to IronStone Bank, a Federal Savings Bank, f/k/a Atlantic States Bank being the owner and holder of that certain Mortgage And Security Agreement dated September 30, 2003, made by Parkway Aesthetic Center, LLP., a Florida limited liability partnership, and recorded in Official Records Book 10685, Page 1245 of the current public records of Duval County, Florida, securing an original indebtedness of \$616,808.60, as modified and extended by that certain Mortgage and Mortgage Note Modification And Extension Agreement, dated June 18, 2003, and recorded in Official Records Book 11189, Page 1452 of the current public records of Duval County, Florida (collectively the "Mortgage") and which Mortgage encumbers the real property and improvements identified in the foregoing Declaration Of Condominium Of Parkway Aesthetic Center Condominiums; and which are being submitted to the Condominium Regime known as Parkway Aesthetic Center Condominiums does hereby consent to and join the submission of said real property and improvements to the Condominium Regime known as Parkway Aesthetic Center Condominiums in accordance with the terms, provisions and conditions of the foregoing Declaration of Condominium establishing same, all to the end that the Mortgage will henceforth encumber each and every of said Units in the Condominium.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed in its name and on its behalf this 5 day of June, 2014.

Signed, sealed and delivered
in the presence of:

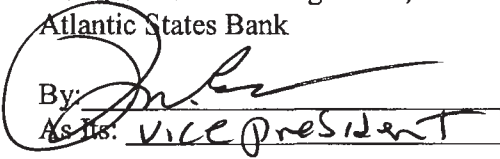
First-Citizens Bank & Trust Company,
a North Carolina Banking Corporation
successor by merger to IronStone
Bank, a Federal Savings Bank, f/k/a
Atlantic States Bank



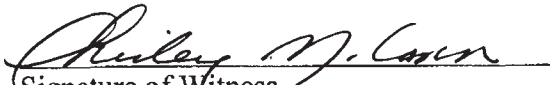
Signature of Witness

Carmelita C Drum

Typed or Printed Name of Witness

By: 
As to: VICE PRESIDENT

(Corporate Seal)



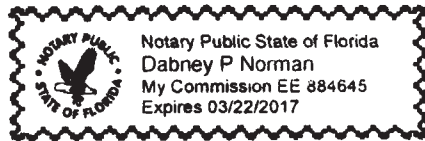
Signature of Witness

SHIRLEY MCCANN

Typed or Printed Name of Witness

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me, this 5th day of June, 2014, by Tina Crowder as Vice President of First-Citizens Bank & Trust Company, a North Carolina Banking Corporation, successor by merger to IronStone Bank, a Federal Savings Bank, f/k/a Atlantic States Bank, on behalf of the Bank, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.



Dabney P Norman
Notary Public, State and County aforesaid.
Dabney P Norman
Name Typed, Printed or Stamped
My Commission expires: 3-22-17

EXHIBIT "A-1"

Parcel S-5
Gate Parkway

A portion of Section 18, Township 3 South, Range 28 East, Jacksonville, Duval County, Florida, being more particularly described as follows:

For point of reference, commence at the extreme Southerly corner of those lands described in deed recorded at Official Records Book 8955, page 28, public records of said county and run North 43 degrees 39 minutes 29 seconds East along the boundary of said lands, a distance of 12.01 feet to the Point of Beginning.

From the Point of Beginning thus described, continue North 43 degrees 39 minutes 29 seconds East along said boundary, a distance of 264.30 feet to a point lying on the Southwesterly boundary of that certain "Lake and Outfall Easement" described in Exhibit "A" of Grant of Easement recorded at Official Records Book 9346, page 1414, public records of said county; run thence Southeasterly along said Southwesterly boundary as follows: first course, South 15 degrees 59 minutes 07 seconds East, a distance of 35.70 feet; second course, South 34 degrees 21 minutes 19 seconds East, a distance of 74.11 feet; third course, South 35 degrees 48 minutes 59 seconds East, a distance of 91.16 feet; fourth course, South 28 degrees 00 minutes 31 seconds East, a distance of 74.16 feet; fifth course, South 34 degrees 01 minutes 28 seconds East, a distance of 88.76 feet; run thence South 46 degrees 36 minutes 47 seconds East, continuing along last said boundary and its Southeasterly projection, a distance of 159.89 feet to a point on the Northerly right of way line of Gate Parkway (a proposed future right of way); run thence Northwesterly along said right of way line and along the arc of a curve concave Northeasterly with a radius of 928.00 feet, an arc length of 495.77 feet to a point lying on that portion of the right of way of Gate Parkway, dedicated by plat of "Gate Parkway Extension" recorded in Plat Book 52, pages 55, 55A through 55K, current public records of said county, said arc being subtended by a chord bearing and distance of North 66 degrees 36 minutes 38 seconds West, 489.90 feet; run thence Northwesterly, continuing along said right of way and along the arc of curve concave Northeasterly with a radius of 928.00 feet, an arc distance of 50.45 feet to the Point of Beginning, said arc being subtended by a chord bearing North 49 degrees 45 minutes 07 seconds West, and distance of 50.45 feet.

Together with a perpetual, non-exclusive easement for ingress and egress over the land being described as Exhibit "F" Driveway Easement, as set out in Special Warranty Deed recorded in Official Records Book 8955, page 28, being more particularly described as follows:

A portion of Section 18, Township 3 South, Range 28 East, Jacksonville, Duval County, Florida, being more particularly described as follows:

For a point of reference, commence at the South end of the extreme Easterly terminus of that portion of the public right of way of Deerwood Park Boulevard as described in Deed of Dedication recorded in Official Records Book 7248, page 1605, of the public records of Jacksonville, Duval County, Florida, and run Westerly along the boundary of said right

of way parcel as follows: first course, Southwesterly along the arc of a curve concave Southeasterly with a radius of 25.00 feet, an arc distance of 39.02 feet to a point, said arc being subtended by a chord bearing of South 43 degrees 22 minutes 21 seconds West, and distance of 35.18 feet; second course, South 87 degrees 53 minutes 46 seconds West, a distance of 15.00 feet to a point; thence, departing from said boundary, run South 01 degrees 20 minutes 31 seconds East along the Easterly right of way line of a proposed road, a distance of 325.96 feet to a point of curvature; run thence Southeasterly, continuing along said right of way line and along the arc of a curve, concave Northeasterly with a radius of 940.00 feet, an arc distance of 768.28 feet to the Point of Beginning, said arc being subtended by a chord bearing South 24 degrees 45 minutes 23 seconds East, and distance of 747.07 feet.

From the Point of Beginning thus described, run thence North 43 degrees 39 minutes 29 seconds East, a distance of 200.00 feet to a point; run thence North 46 degrees 20 minutes 31 seconds West, a distance of 60.00 feet to a point; run thence South 43 degrees 39 minutes 29 seconds West, a distance of 200.00 feet to a point on said curve in the aforementioned Easterly right of way line of a proposed road; run thence Southeasterly, along the arc of said curve, concave Northeasterly and having a radius of 940.00 feet, an arc distance of 60.20 feet to the Point of Beginning, said arc being subtended by a chord bearing of South 46 degrees 20 minutes 3 seconds East and distance of 60.00 feet.

PARKWAY AESTHETIC CENTER CONDOMINIUMS

PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 28 EAST
DUVAL COUNTY, FLORIDA

EXHIBIT A-1

FEE PARCEL:

A PORTION OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE EXTREME SOUTHERLY CORNER OF THOSE LANDS DESCRIBED IN DEED RECORDED AT OFFICIAL RECORDS BOOK 8955, PAGE 28, PUBLIC RECORDS OF SAID COUNTY AND RUN NORTH 43°-39'-29" EAST ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 12.01 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, CONTINUE NORTH 43°-39'-29" EAST ALONG THE SAID BOUNDARY, A DISTANCE OF 264.30 FEET TO A POINT LYING ON THE SOUTHWESTERLY BOUNDARY OF THAT CERTAIN "LAKE AND OUTFALL EASEMENT" DESCRIBED IN EXHIBIT "A" OF GRANT OF EASEMENT RECORDED AT OFFICIAL RECORDS BOOK 9346, PAGE 1414, PUBLIC RECORDS OF SAID COUNTY; RUN THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY BOUNDARY AS FOLLOWS: FIRST COURSE, SOUTH 15°-59'-07" EAST, A DISTANCE OF 35.70 FEET SECOND COURSE, SOUTH 34°-21'-19" EAST, A DISTANCE OF 74.11 FEET THIRD COURSE, SOUTH 35°-48'-59" EAST, A DISTANCE OF 91.16 FEET; FOURTH COURSE, SOUTH 28°-00'-31" EAST, A DISTANCE OF 74.16 FEET; FIFTH COURSE, SOUTH 34°-01'-28" EAST, A DISTANCE OF 88.76 FEET; RUN THENCE SOUTH 46°-36'-47" EAST, CONTINUING ALONG LAST SAID BOUNDARY AND ITS SOUTHEASTERLY PROJECTION, A DISTANCE OF 159.89 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF GATE PARKWAY (A PROPOSED FUTURE RIGHT OF WAY); RUN THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 928.00 FEET, AN ARC LENGTH OF 495.77 FEET TO A POINT LYING ON THE PORTION OF THE RIGHT OF WAY OF GATE PARKWAY, DEDICATED BY PLAT OF "GATE PARKWAY EXTENSION" RECORDED IN PLAT BOOK 52, PAGE 55, 55A THROUGH 55K, CURRENT PUBLIC RECORDS OF SAID COUNTY, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 66°-36'-38" WEST, 489.90 FEET; RUN THENCE NORTHWESTERLY, CONTINUING ALONG SAID RIGHT OF WAY AND ALONG THE ARC OF CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 928.00 FEET, AN ARC DISTANCE OF 50.45 FEET TO A POINT OF BEGINNING, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 49°-45'-07" WEST, AND DISTANCE OF 50.45 FEET.

SHEET ONE OF TWO SHEETS

GENERAL NOTES:

- 1.) This is a: Special Purpose Survey.
- 2.) No abstract of title furnished.
- 3.) Not abstracted for easements.
- 4.) Basis of Bearings: Assumed N. 43°-39'-29" E. along the West line of said property.



ECK LAND SURVEYORS, INC.

1660 EMERSON STREET
JACKSONVILLE, FLORIDA 32207
(904) 396-6334 FAX (904) 396-9997
email: eckjax@aol.com
LB 7992

RECORDS SINCE 1881

Not valid unless Surveyor's Official Seal is embossed hereon.

Harold G. Everett Jr.
Harold G. EVERETT JR.
Certificate No. 3287
LOUIS J. EVERETT
Certificate No. 4099
Professional Surveyors & Mappers
State of Florida

SCALE: 1"=20'

DATE: 3/25/14

FIELD BOOK 729

PAGE 12

DRAFTSMAN: J A B

ORDER # 13-119-A

PARKWAY AESTHETIC CENTER CONDOMINIUMS

PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 28 EAST
DUVAL COUNTY, FLORIDA

EXHIBIT A-1

DRIVEWAY EASEMENT PARCEL:

TOGETHER WITH A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE LAND BEING DESCRIBED AS EXHIBIT "F" DRIVEWAY EASEMENT, AS SET OUT IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 8955, PAGE 28, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTH END OF THE EXTREME EASTERLY TERMINUS OF THAT PORTION OF THE PUBLIC RIGHT OF WAY OF DEERWOOD PARK BOULEVARD, AS DESCRIBED IN DEED OF DEDICATION RECORDED IN OFFICIAL RECORDS BOOK 7248, PAGE 1605, OF THE PUBLIC RECORDS OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, AND RUN WESTERLY ALONG THE BOUNDARY OF SAID PARCEL AS FOLLOWS: FIRST COURSE, SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.02 FEET TO A POINT, SAID ARC BEING SUBTENDED BY A CHORD OF SOUTH 43°-22'-21" WEST, AND DISTANCE OF 35.18 FEET; SECOND COURSE, SOUTH 87°-53'-46" WEST, A DISTANCE OF 15.00 FEET TO A POINT; THENCE DEPARTING FROM SAID BOUNDARY, RUN SOUTH 01°-20'-31" EAST, ALONG THE EASTERLY RIGHT OF WAY LINE OF A PROPOSED ROAD, A DISTANCE OF 325.96 FEET TO A POINT OF CURVATURE; RUN THENCE SOUTHEASTERLY, CONTINUING ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF A CURVE, CONCAVE NORTHEASTERLY WITH A RADIUS OF 940.00 FEET; AN ARC DISTANCE OF 768.28 FEET TO THE POINT OF BEGINNING, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 24°-45'-23" EAST, A DISTANCE OF 747.07 FEET.

FROM THE POINT OF BEGINNING THUS DESCRIBED, RUN THENCE NORTH 43°-39'-29" EAST, A DISTANCE OF 200.00 FEET TO A POINT; RUN THENCE NORTH 46°-20'-31" WEST, A DISTANCE OF 60.00 FEET TO A POINT; RUN THENCE SOUTH 43°-39'-29" WEST, A DISTANCE OF 200.00 FEET TO A POINT ON A CURVE IN THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF A PROPOSED ROAD; RUN THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 940.00 FEET, AN ARC DISTANCE OF 60.20 FEET TO THE POINT OF BEGINNING; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 46°-20'-03" EAST AND A DISTANCE OF 60.00 FEET.

SHEET TWO OF TWO SHEETS

GENERAL NOTES:

- 1.) This is a: Special Purpose Survey.
- 2.) No abstract of Title furnished.
- 3.) Not abstracted for easements.
- 4.) Basis of Bearings: Assumed N. 43°-39'-29" E. along the West line of said property.



ECK LAND SURVEYORS, INC.

1660 EMERSON STREET
JACKSONVILLE, FLORIDA 32207
(904) 396-6334 FAX (904) 396-9997
email: ecklax@aol.com
LB 7992

RECORDS SINCE 1881

Not valid unless Surveyor's Official Seal is embossed hereon.

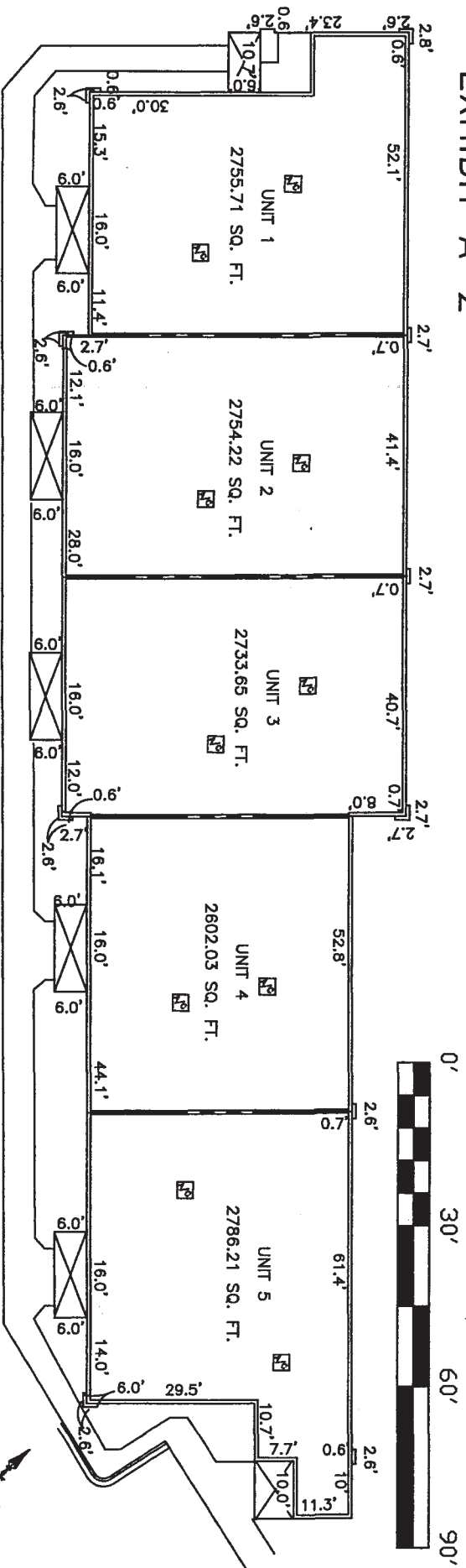
Harold G. Everett, Jr.
HAROLD G. EVERETT, JR.
Certificate No. 6287
LOUIS J. EVERETT
Professional Surveyors & Mappers
State of Florida

SCALE: 1"=20' DATE: 3/25/14 FIELD BOOK 729 PAGE 12 DRAFTSMAN: J A B

ORDER # 13-119-A

PARKWAY AESTHETIC CENTER CONDOMINIUMS
PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 28 EAST
DUVAL COUNTY, FLORIDA

EXHIBIT A-2



TOTAL SQUARE FOOTAGE OF FIVE UNITS IS 13,631.82 SQUARE FEET

ADDITIONAL GENERAL NOTES:

- 5.) THE DIMENSIONS SHOWN HEREON ARE BASED ON FIELD MEASURED DISTANCES OF THE EXTERIOR OF THE BUILDING AS CONSTRUCTED.
- 6.) THE BOUNDARY OF EACH UNIT SHALL INCLUDE, IN ADDITION TO THE AIR CONDITIONER COMPRESSOR UTILIZED EXCLUSIVELY FOR THE RESPECTIVE UNIT, THAT PART OF THE BUILDING CONTAINING THE UNIT THAT LIES WITHIN THE BOUNDARIES OF THE UNIT AS SET FORTH IN THE PLAT AND WHICH LIES WITHIN THE FOLLOWING BOUNDARIES (EXCLUDING, HOWEVER, ALL SPACES AND IMPROVEMENTS LYING BENEATH THE UNDECORATED FINISHED SURFACES OF ANY INTERIOR BEARING WALLS OR PARTITIONS, AND FURTHER EXCLUDING ALL INSTALLATIONS, PIPES, WIRES, CONDUITS, AND OTHER FACILITIES RUNNING THROUGH ANY INTERIOR WALL OR PARTITION FOR THE FURNISHING OF UTILITY SERVICES TO UNITS OR COMMON ELEMENTS.

- A) THE UPPER BOUNDARY OF ALL UNITS SHALL BE LOWER PLANE OF THE UNDECORATED ROOF ASSEMBLY EXTENDED TO MEET THE PARAMETRICAL BOUNDARIES.
- B) THE LOWER BOUNDARY OF ALL UNITS SHALL BE THE HORIZONTAL PLANE OF THE UNDECORATED FINISHED FLOOR EXTENDED TO MEET THE PARAMETRICAL BOUNDARIES.
- C) THE PARAMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE UNDECORATED FINISHED INTERIOR OF THE WALLS BOUNDING THE UNIT EXTENDED TO INTERSECTIONS WITH THE UPPER AND LOWER BOUNDARIES, ALL AS SET FORTH IN THE PLAT.
- 7) AIR CONDITIONER COMPRESSOR FOR ALL UNIT ARE LOCATED ON THE ROOF ABOVE EACH UNIT, AS SHOWN HEREON.

LEGEND:

DENOTES AIR HANDLER UNIT

GENERAL NOTES:

- 1.) This is a: Special Purpose Survey.
- 2.) No abstract of Title furnished.
- 3.) Not abstracted for easements.
- 4.) Basis of Bearings: Assumed N. 43°-39'-29" E. along the West line of said property.



ECK LAND SURVEYORS, INC.

1660 EMERSON STREET
JACKSONVILLE, FLORIDA 32207
(904) 396-6334 FAX (904) 396-9997
email: ecklax@aol.com
LB 7992

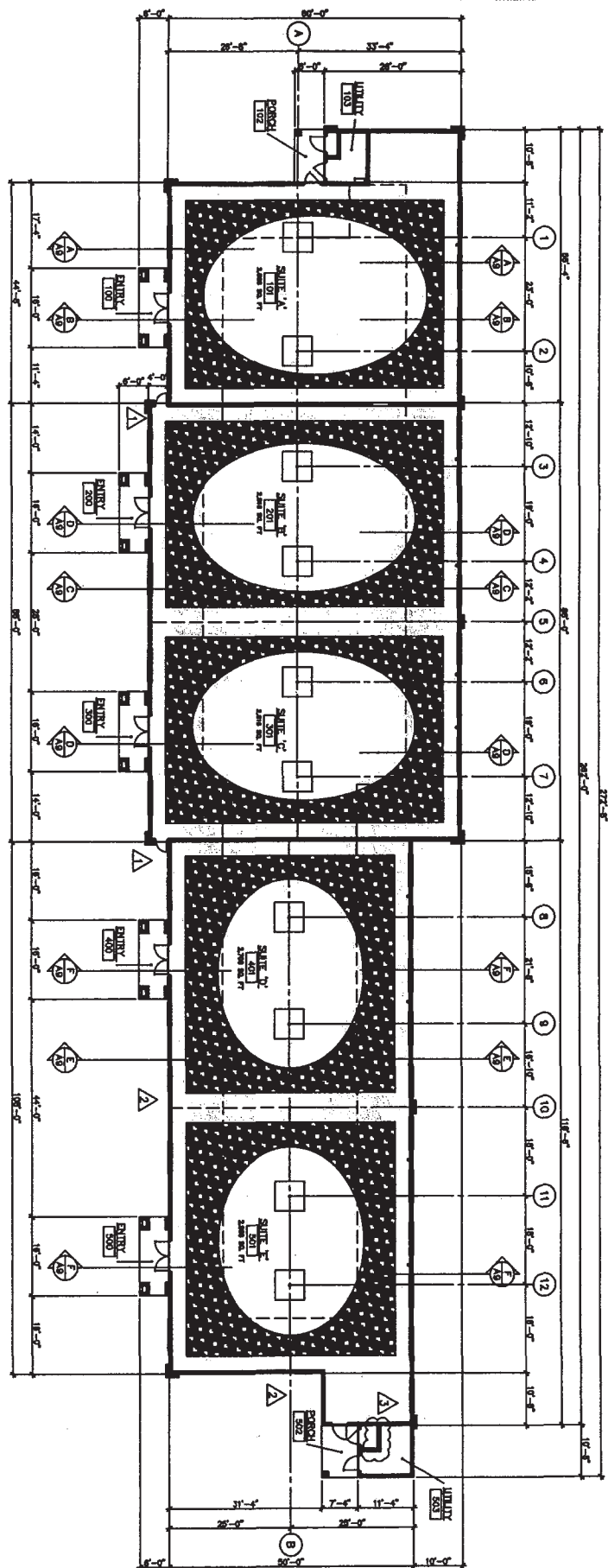
RECORDS SINCE 1881

Not valid unless Surveyor's Official Seal is embossed hereon.

HAROLD G. EVERETT, JR.
Certificate No. 3287
LOUIS J. EVERETT
Professional Surveyors & Mappers
State of Florida

PARKWAY AESTHETIC CENTER CONDOMINIUMS
 PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 28 EAST
 DAVALL COUNTY, FLORIDA

EXHIBIT A-2

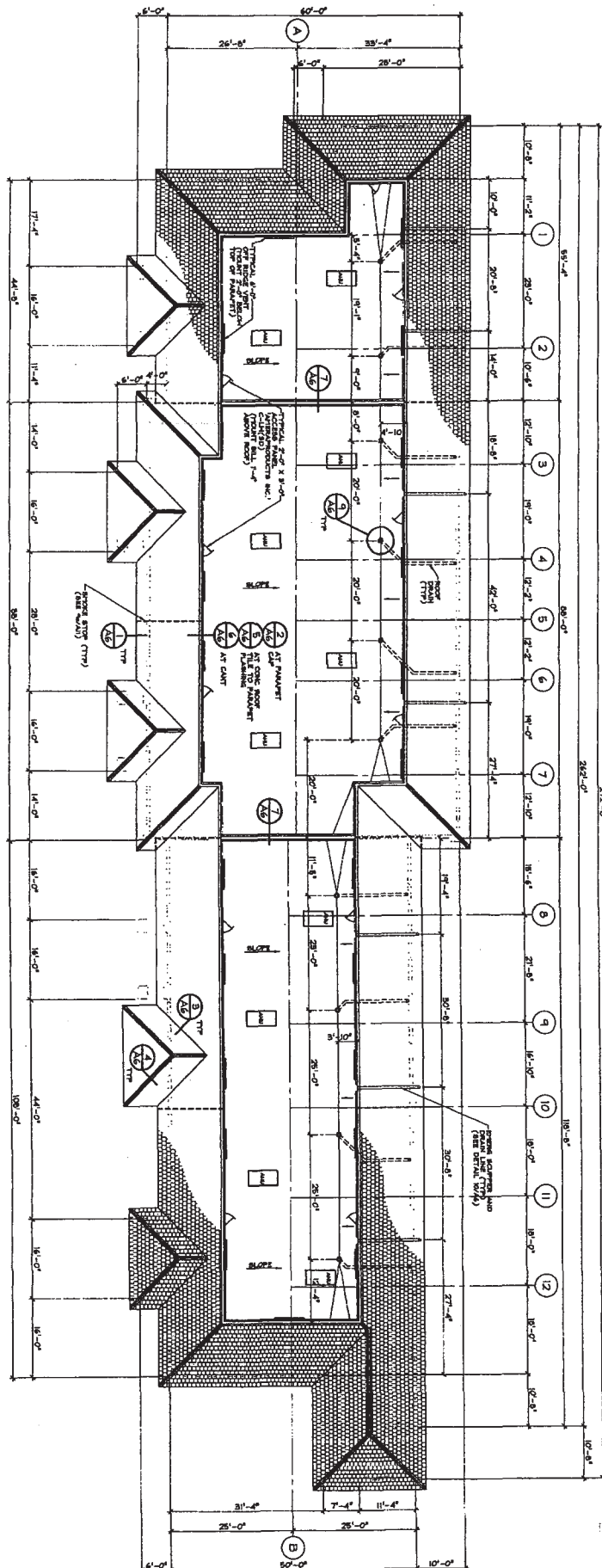


FLOOR PLAN - OVERALL

SHEET THREE OF EIGHT SHEETS



PARKWAY AESTHETIC CENTER CONDOMINIUMS PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 28 EAST DUVAL COUNTY, FLORIDA



SHEET FOUR OF EIGHT SHEETS

ROOF PLAN - OVERALL

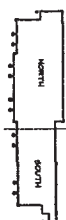


EXHIBIT A-2

11-11-2000 10:00 AM 10/11/2000 10:00 AM 10/11/2000 10:00 AM 10/11/2000 10:00 AM

NEW MEDICAL OFFICE BUILDING
 GATE PARK PROFESSIONAL CENTER
 JACKSONVILLE, FLORIDA



STEPHEN McCULLAR ARCHITECTS, P.A.
 1400 Douglas Avenue, Suite 100
 Orange Park, Florida 32067
 Phone (904) 266-0400
 Fax (904) 266-0400

	REVISIONS
NO.	DATE
JOB NO.	
C-6915	
PILGRIMAGE	
GFFREEN	
DATE	
3/28/00	
DRAWN BY	
DMS	
CHECKED BY	
SCH	
A7	
OF	

PARKWAY AESTHETIC CENTER CONDOMINIUMS

PART OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 30 EAST
DUVAL COUNTY, FLORIDA

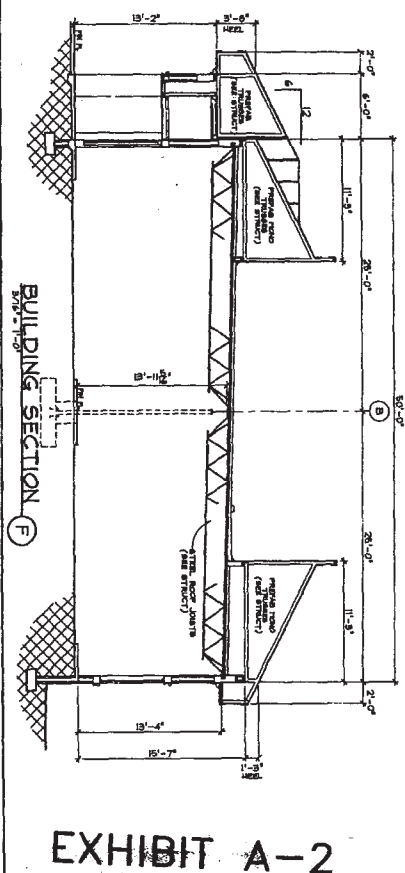
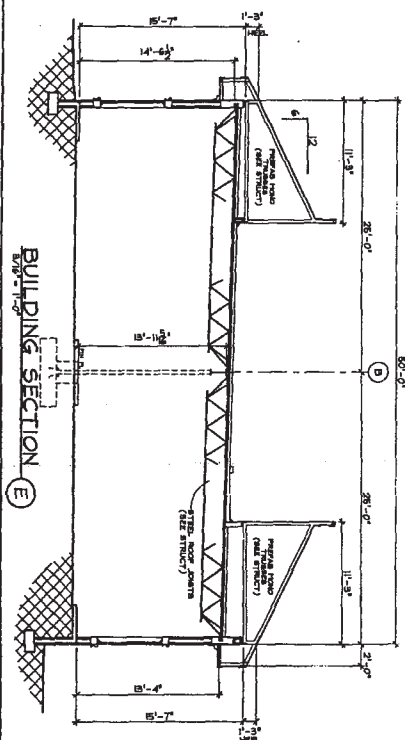
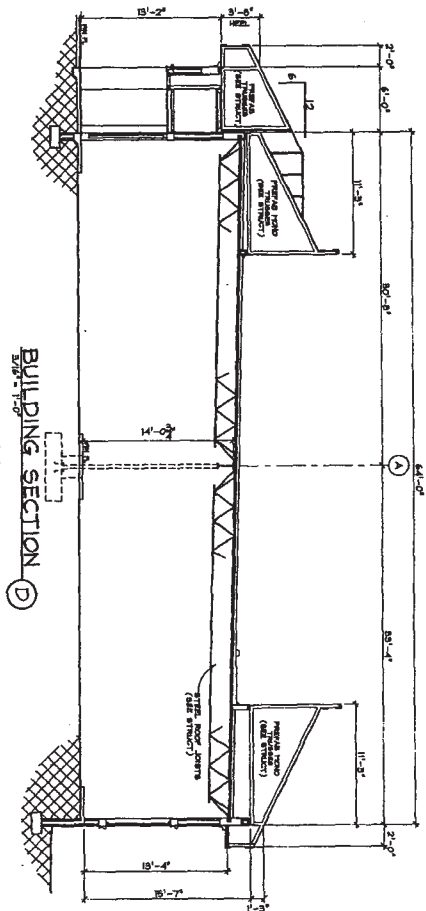
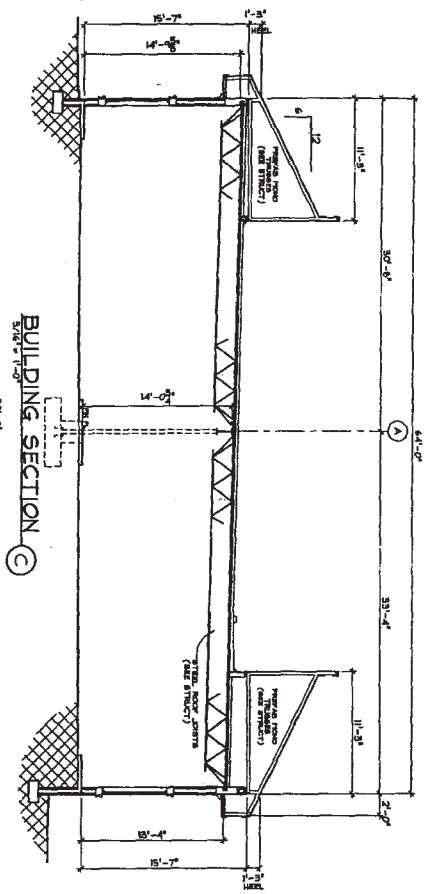
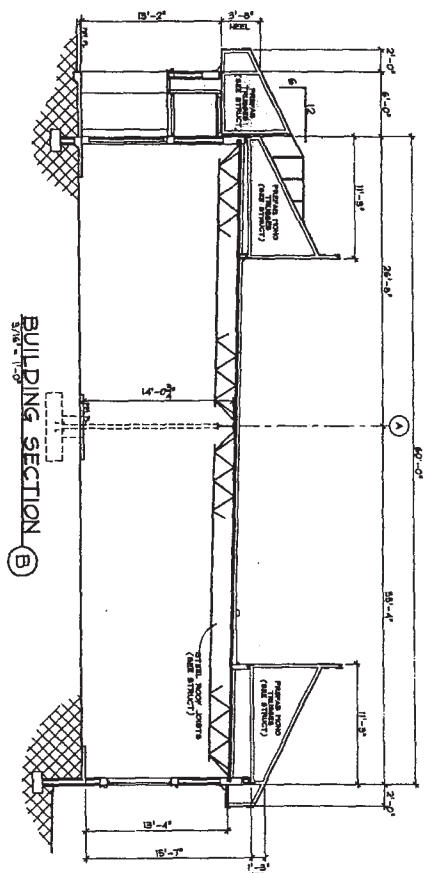
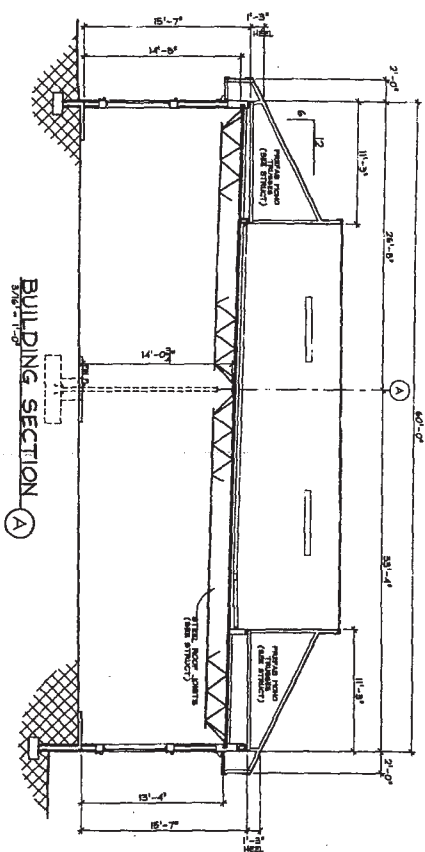


EXHIBIT A-2

SHEET SEVEN OF EIGHT SHEETS

REVISIONS
NO.
DATE
JOB NO. C-895
FILLING GPM'S
DATE 3/26/03
DESIGN BY DMS
CHECKED BY SCH
AQ
OPI 14

NEW MEDICAL OFFICE BUILDING
GATE PARK PROFESSIONAL CENTER
JACKSONVILLE, FLORIDA



STEPHEN McCULLAR ARCHITECTS, P.A.
1643 Kingsley Avenue, Bldg 18
Orange Park, Florida 32067
Tel. 352. 385. 1400
Fax 352. 385. 1400

PARKWAY AESTHETIC CENTER CONDOMINIUMS

PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 28 EAST
DUVAL COUNTY, FLORIDA

EXHIBIT A-2

SURVEYOR'S CERTIFICATE

THE UNDERSIGNED, LOUIS J. EVERETT, A PROFESSIONAL LAND SURVEYOR, AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, HEREBY CERTIFIES WITH RESPECT TO PARKWAY AESTHETIC CENTER CONDOMINIUMS, THAT THE CONSTRUCTION OF THE IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL ATTACHED TO THE DECLARATION, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

SHEET EIGHT OF EIGHT SHEETS

GENERAL NOTES:

- 1.) This is a: Special Purpose Survey.
- 2.) No abstract of Title furnished.
- 3.) Not abstracted for easements.
- 4.) Basis of Bearings: Assumed N. 43°-39'-29" E. along the West line of said property.



ECK LAND SURVEYORS, INC.

1660 EMERSON STREET
JACKSONVILLE, FLORIDA 32207
(904) 396-6334 FAX (904) 396-9997
email: eckjax@aol.com
LB 7992

RECORDS SINCE 1881

Not valid unless Surveyor's Official Seal is embossed hereon.

Louis J. Everett
LOUIS J. EVERETT
Professional Surveyors & Mappers
State of Florida
Certificate No. 3687

SCALE: 1"=20'

DATE: 3/25/14

FIELD BOOK 729

PAGE 12

DRAFTSMAN: H G E

ORDER # 13-119-A

PARKWAY AESTHETIC CENTER CONDOMINIUMS

PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 28 EAST
DUVAL COUNTY, FLORIDA

EXHIBIT A-3

PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND
COMMON SURPLUS AND SHARE OF COMMON EXPENSES

OVERALL BUILDING - 100%

UNIT 1	=	20.22%
UNIT 2	=	20.20%
UNIT 3	=	20.05%
UNIT 4	=	19.09%
UNIT 5	=	20.44%

GENERAL NOTES:

- 1.) This is a: Special Purpose Survey.
- 2.) No abstract of Title furnished.
- 3.) Not abstracted for easements.
- 4.) Basis of Bearings: Assumed N. 43°-39'-29" E. along the West line of said property.



ECK LAND SURVEYORS, INC.

1660 EMERSON STREET
JACKSONVILLE, FLORIDA 32207
(904) 396-6334 FAX (904) 396-9997
email: eckjax@aol.com
LB 7992

Not valid unless Surveyor's Official Seal is embossed hereon.

Harold G. Everett, Jr.
HAROLD G. EVERETT, JR.
Certificate No. 3287
LOUIS J. EVERETT
Certificate No. 4099
Professional Surveyors & Mappers
State of Florida

SCALE: 1"=20'

DATE: 3/25/14

FIELD BOOK 729

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DRAFTSMAN: H G E

ORDER # 13-119-A